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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Jean H. Toal
Acting Circuit Court Judge

Court of Appeals Case No. 2023-002006
Circuit Court Case No. 2023-CP-40-01759

John A. Tibbs and Margaret B. Tibbs,..... Plaintiffs,

v.

3M Company; 4520 Corp., Inc.; A.O. Smith Corporation; A.W. Hesterton Company; ABB Inc.; Air & Liquid Systems Corporation; AIW-2010 Wind Down Corp.; Amentum Environment & Energy, Inc.; Anchor/Darling Valve Company; Armstrong International, Inc.; Asbestos Corporation Limited ASCO, L.P.; Atlas Asbestos Co.; Atlas Turner, Inc.; AWT Air Company, Inc.; Bahnson, Inc.; Banner Industries International, Inc.; Banner Industries, LLC; Banner Industries of N.E., Inc.; Barretts Minerals Inc.; Beaty Investments, Inc.; Bechtel Corporation; The Bonitz Company; Brand Insulations, Inc.; BW/IP Inc.; Canvas CT, LLC; Cape PLC; Carboline Company; CB&I Laurens, Inc.; Cleaver-Brooks, Inc.; Consolidated Electrical Distributors, Inc.; Copes-Vulcan, Inc.; Covil Corporation; Crane Instrumentation & Sampling, Inc.; Crosby Valve, LLC; Daniel International Corporation; Davis Mechanical Contractors, Inc.; Dezurik, Inc.; Duke Energy Carolinas, LLC; Duke Energy Corporation; Eaton Corporation; Ellington Insulation Company, Inc.; Emerson Electric Co.; Fisher Controls International LLC; Flame Refractories, Inc.; Lowserve Corporation; Flowserve US Inc.; Fluor Constructors International; Fluor Constructors International, Inc.; Fluor Daniel Services; Orporation Fluor Enterprises, Inc.; FMC Corporation; Foster Wheeler Energy Corporation; Gardner Denver Nash, LLC; General Boiler Casing Company, Inc.; General Cable Corporation; General Cable Industries, Inc.; General Electric Company; Gould Electronics Inc.; Goulds Pumps, Incorporated; Goulds Pumps LLC; Great Barrier Insulation Co.; Grinnell LLC; Hajoca Corporation; Howden North America Inc.; HPC Industrial Services, LLC; IMO Industries Inc.; ITT LLC; Joy Global Underground Mining LLC; K-Mac Services Incorporated; Metropolitan Life Insurance Company; Mine Safety Appliances Company, LLC; MP Supply,

Inc.; The Nash Engineering Company; Occidental Chemical Corporation; Paramount Global; Patterson Pump Company; PECW Holding Company; Pfizer Inc.; Piedmont Insulation, Inc.; Plastics Engineering Company; Presnell Insulation Co., Inc.; Redco Corporation; Riley Power Inc.; Rockwell Automation, Inc.; RSCC Wire & Cable LLC; Schneider Electric USA, Inc.; Sequoia Ventures Inc.; Spirax Sarco, Incl; SPX Corporation; Stafford Insulation Company; Standard Insulation Company of N.C., Inc.; Starr Davis Company, Inc.; Starr Davis Company of S.C., Inc.; Sterling Fluid Systems (USA) LLC; TE Wire & Cable, LLC; Thermo Electric Company, Inc.; Union Carbide Corporation; Valves and Controls US, Inc.; Velan Valve Corp.; Viking Pump, Inc; Vistra Intermediate Company LLC; The William Powell Company; Wind Up, Ltd.; Yuba Heat Transfer LLC; and Zurn Industries, LLC, ... Defendants,

of which

Asbestos Corporation Limited is the..... Appellant,

and

Cape PLC, individually and as successor in interest to Cape Asbestos Company Limited, by and through its duly appointed Receiver Peter D. Protopapas,..... Third-Party Plaintiff/ Respondent,

v.

Anglo American PLC, individually and as successor in interest to Anglo American Corporation of South Africa Ltd.; DeBeers PLC; DeBeers Centenary AG; DeBeers Consolidated Mines Ltd.; DeBeers S.A.; DeBeers UK Ltd.; DeBeers Jewelers US, Inc.; Angle American US Holdings Inc.; Element Six US Corp.; Element Six Technologies US Corp.; Element Six Technologies (OR) Corp.; First Mode Holdings, Inc.; Platinum Guild International (USA) Jewelry Inc.; Forevermark US Inc.; Anglo American Crop Nutrients (USA), LLC; Charter Consolidated Ltd.; ESAB Corporation; Central Mining & Investment Corporation Ltd.; Cape Holdco Ltd.; The Law Debenture Corporation PLC; Cape Industrial Services Group Ltd.; Mohed Altrad; Altrad UK Ltd.; Cape UK Holdings Newco Ltd.; Altrad Services Ltd., f/k/a Cape Industrial Services Ltd.; Altrad Investment Authority SAS; Sparrows Offshore Group Ltd.; Hawk Bidco US Inc.; Arranco US, LLC; Sparrows Offshore, LLC; The Sparrows Group, LLC, ... Third-Party Defendants,

of which

Mohed Altrad and Altrad Investment Authority SAS are the..... Petitioners.

APPENDIX IN SUPPORT OF ALTRAD DEFENDANTS' PETITION FOR A WRIT OF CERTIORARI (VOLUME I)

WOMBLE BOND DICKINSON (US) LLP

M. Todd Carroll
S.C. Bar No. 74000
todd.carroll@wbd-us.com
Kevin A. Hall
S.C. Bar No. 15063
kevin.hall@wbd-us.com
M. Elizabeth O'Neill
S.C. Bar No. 104013
elizabeth.oneill@wbd-us.com
1221 Main Street, Suite 1600
Columbia, SC 29201
(803) 454-6504

Attorneys for Petitioners Mohed Altrad and Altrad Investment Authority SAS

September 10, 2024

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

JOHN A. TIBBS and MARGARET B. TIBBS,

Plaintiffs,

v.

3M COMPANY; 4520 CORP., INC.; A.O. SMITH CORPORATION; A.W. HESTERTON COMPANY; ABB INC.; AIR & LIQUID SYSTEMS CORPORATION; AIW-2010 WIND DOWN CORP.; AMENTUM ENVIRONMENT & ENERGY, INC.; ANCHOR/DARLING VALVE COMPANY; ARMSTRONG INTERNATIONAL, INC.; ASBESTOS CORPORATION LIMITED ASCO, L.P.; ATLAS ASBESTOS CO.; ATLAS TURNER, INC.; AWT AIR COMPANY, INC.; BAHNSON, INC.; BANNER INDUSTRIES INTERNATIONAL, INC.; BANNER INDUSTRIES, LLC; BANNER INDUSTRIES OF N.E., INC.; BARRETTS MINERALS INC.; BEATY INVESTMENTS, INC.; BECHTEL CORPORATION; THE BONITZ COMPANY; BRAND INSULATIONS, INC.; BW/IP INC. CANVAS CT, LLC; CAPE PLC; CARBOLINE COMPANY; CB&I LAURENS, INC.; CLEAVER-BROOKS, INC.; CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.; COPES-VULCAN, INC.; COVIL CORPORATION; CRANE INSTRUMENTATION & SAMPLING, INC.; CROSBY VALVE, LLC; DANIEL INTERNATIONAL CORPORATION; DAVIS MECHANICAL CONTRACTORS, INC.; DEZURIK, INC.; DUKE ENERGY CAROLINAS, LLC; DUKE ENERGY CORPORATION; EATON CORPORATION; ELLINGTON INSULATION COMPANY, INC.; EMERSON ELECTRIC CO.; FISHER CONTROLS INTERNATIONAL LLC; FLAME REFRACTORIES, INC.; LOWSERVE CORPORATION; FLOWSERVE US INC.; FLUOR CONSTRUCTORS

C/A No. 2023-CP-40-01759

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SUMMONS

INTERNATIONAL; FLUOR CONSTRUCTORS INTERNATIONAL, INC.; FLUOR DANIEL SERVICES; ORPORATION FLUOR ENTERPRISES, INC.; FMC CORPORATION; FOSTER WHEELER ENERGY CORPORATION; GARDNER DENVER NASH, LLC; GENERAL BOILER CASING COMPANY, INC.; GENERAL CABLE CORPORATION GENERAL CABLE INDUSTRIES, INC.; GENERAL ELECTRIC COMPANY; GOULD ELECTRONICS INC.; GOULDS PUMPS, INCORPORATED; GOULDS PUMPS LLC; GREAT BARRIER INSULATION CO.; GRINNELL LLC; HAJOCA CORPORATION; HOWDEN NORTH AMERICA INC.; HPC INDUSTRIAL SERVICES, LLC; IMO INDUSTRIES INC. ITT LLC; JOY GLOBAL UNDERGROUND MINING LLC; K-MAC SERVICES INCORPORATED; METROPOLITAN LIFE INSURANCE COMPANY; MINE SAFETY APPLIANCES COMPANY, LLC; MP SUPPLY, INC.; THE NASH ENGINEERING COMPANY; OCCIDENTAL CHEMICAL CORPORATION; PARAMOUNT GLOBAL; PATTERSON PUMP COMPANY; PECW HOLDING COMPANY; PFIZER INC.; PIEDMONT INSULATION, INC.; PLASTICS ENGINEERING COMPANY; PRESNELL INSULATION CO., INC.; REDCO CORPORATION; RILEY POWER INC.; ROCKWELL AUTOMATION, INC.; RSCC WIRE & CABLE LLC; SCHNEIDER ELECTRIC USA, INC.; SEQUOIA VENTURES INC.; SPIRAX SARCO, INC.; SPX CORPORATION; STAFFORD INSULATION COMPANY; STANDARD INSULATION COMPANY OF N. C., INC.; STARR DAVIS COMPANY, INC.; STARR DAVIS COMPANY OF S.C., INC.; STERLING FLUID SYSTEMS (USA) LLC; TE WIRE & CABLE LLC; THERMO ELECTRIC COMPANY, INC.; UNION CARBIDE CORPORATION; VALVES AND CONTROLS US, INC.; VELAN VALVE CORP.; VIKING PUMP, INC.; VISTRA INTERMEDIATE

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COMPANY LLC; THE WILLIAM POWELL COMPANY; WIND UP, LTD.; YUBA HEAT TRANSFER LLC; and ZURN INDUSTRIES, LLC,

Defendants.

****

CAPE PLC, individually and as successor in interest to CAPE ASBESTOS COMPANY LIMITED, by and through its duly appointed Receiver Peter D. Protopapas,

Third-Party Plaintiff,

v.

ANGLO AMERICAN PLC, individually and as successor in interest to ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LTD.; DE BEERS PLC; DE BEERS CENTENARY AG; DE BEERS CONSOLIDATED MINES LTD.; DE BEERS S.A.; DE BEERS UK LTD.; DE BEERS JEWELLERS LTD.; DE BEERS JEWELLERS US, INC.; ANGLO AMERICAN US HOLDINGS INC.; ELEMENT SIX US CORP.; ELEMENT SIX TECHNOLOGIES US CORP.; ELEMENT SIX TECHNOLOGIES (OR) CORP.; FIRST MODE HOLDINGS, INC.; PLATINUM GUILD INTERNATIONAL (U.S.A.) JEWELRY INC.; LIGHTBOX JEWELRY INC.; FOREVERMARK US INC.; ANGLO AMERICAN CROP NUTRIENTS (U.S.A.), LLC; CHARTER CONSOLIDATED LTD.; ESAB CORPORATION; CENTRAL MINING & INVESTMENT CORPORATION LTD.; CAPE HOLDCO LTD.; THE LAW DEBENTURE CORPORATION PLC; CAPE INDUSTRIAL SERVICES GROUP LTD.; MOHED ALTRAD; ALTRAD UK LTD.; CAPE UK HOLDINGS NEWCO LTD.; ALTRAD SERVICES LTD., f/k/a CAPE INDUSTRIAL SERVICES LTD.; ALTRAD INVESTMENT AUTHORITY S.A.S.; SPARROWS OFFSHORE GROUP LTD.; HAWK BIDCO US

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INC.; ARRANCO US, LLC; SPARROWS OFFSHORE, LLC; THE SPARROWS GROUP, LLC,

Third-Party Defendants.

TO THE ABOVE-NAMED THIRD-PARTY DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to answer the Original Third-Party Complaint in this action, a copy of which is hereby served on you, and to serve a copy of your Answer to the said Third-Party Complaint upon the subscribers at Post Office Box 7368, Columbia, South Carolina 29202, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the Third-Party Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in such Third-Party Complaint.

[Signature page follows]

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Respectfully submitted,

GALLIVAN, WHITE & BOYD, P.A.
By: /s/ John T. Lay, Jr.
John T. Lay, Jr., SC Bar No. 64526
Gray T. Culbreath, SC Bar No. 11907
Lindsay A. Joyner, SC Bar No. 77437
Laura W. Jordan, SC Bar No. 100374
Eleanor L. Jones, SC Bar No. 104678
1201 Main Street, Suite 1200
PO Box 7368 (29202)
Columbia, SC 29201
jlay@gwblawfirm.com
gculbreath@gwblawfirm.com
ljoyner@gwblawfirm.com
ljordan@gwblawfirm.com
ejones@gwblawfirm.com
(803) 779-1833

Attorneys for Third-Party Plaintiff

Dated: June 30, 2023

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

JOHN A. TIBBS and MARGARET B. TIBBS,

Plaintiffs,

v.

C/A No. 2023-CP-40-01759

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

THIRD-PARTY COMPLAINT

3M COMPANY; 4520 CORP., INC.; A.O. SMITH CORPORATION; A.W. HESTERTON COMPANY; ABB INC.; AIR & LIQUID SYSTEMS CORPORATION; AIW-2010 WIND DOWN CORP.; AMENTUM ENVIRONMENT & ENERGY, INC.; ANCHOR/DARLING VALVE COMPANY; ARMSTRONG INTERNATIONAL, INC.; ASBESTOS CORPORATION LIMITED ASCO, L.P.; ATLAS ASBESTOS CO.; ATLAS TURNER, INC.; AWT AIR COMPANY, INC.; BAHNSON, INC.; BANNER INDUSTRIES INTERNATIONAL, INC.; BANNER INDUSTRIES, LLC; BANNER INDUSTRIES OF N.E., INC.; BARRETTS MINERALS INC.; BEATY INVESTMENTS, INC.; BECHTEL CORPORATION; THE BONITZ COMPANY; BRAND INSULATIONS, INC.; BW/IP INC. CANVAS CT, LLC; CAPE PLC; CARBOLINE COMPANY; CB&I LAURENS, INC.; CLEAVER-BROOKS, INC.; CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.; COPES-VULCAN, INC.; COVIL CORPORATION; CRANE INSTRUMENTATION & SAMPLING, INC.; CROSBY VALVE, LLC; DANIEL INTERNATIONAL CORPORATION; DAVIS MECHANICAL CONTRACTORS, INC.; DEZURIK, INC.; DUKE ENERGY CAROLINAS, LLC; DUKE ENERGY CORPORATION; EATON CORPORATION; ELLINGTON INSULATION COMPANY, INC.; EMERSON ELECTRIC CO.; FISHER CONTROLS INTERNATIONAL LLC; FLAME REFRACTORIES, INC.; LOWSERVE CORPORATION; FLOWSERVE US INC.; FLUOR CONSTRUCTORS

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INTERNATIONAL; FLUOR CONSTRUCTORS INTERNATIONAL, INC.; FLUOR DANIEL SERVICES; ORPORATION FLUOR ENTERPRISES, INC.; FMC CORPORATION; FOSTER WHEELER ENERGY CORPORATION; GARDNER DENVER NASH, LLC; GENERAL BOILER CASING COMPANY, INC.; GENERAL CABLE CORPORATION GENERAL CABLE INDUSTRIES, INC.; GENERAL ELECTRIC COMPANY; GOULD ELECTRONICS INC.; GOULDS PUMPS, INCORPORATED; GOULDS PUMPS LLC; GREAT BARRIER INSULATION CO.; GRINNELL LLC; HAJOCA CORPORATION; HOWDEN NORTH AMERICA INC.; HPC INDUSTRIAL SERVICES, LLC; IMO INDUSTRIES INC. ITT LLC; JOY GLOBAL UNDERGROUND MINING LLC; K-MAC SERVICES INCORPORATED; METROPOLITAN LIFE INSURANCE COMPANY; MINE SAFETY APPLIANCES COMPANY, LLC; MP SUPPLY, INC.; THE NASH ENGINEERING COMPANY; OCCIDENTAL CHEMICAL CORPORATION; PARAMOUNT GLOBAL; PATTERSON PUMP COMPANY; PECW HOLDING COMPANY; PFIZER INC.; PIEDMONT INSULATION, INC.; PLASTICS ENGINEERING COMPANY; PRESNELL INSULATION CO., INC.; REDCO CORPORATION; RILEY POWER INC.; ROCKWELL AUTOMATION, INC.; RSCC WIRE & CABLE LLC; SCHNEIDER ELECTRIC USA, INC.; SEQUOIA VENTURES INC.; SPIRAX SARCO, INC.; SPX CORPORATION; STAFFORD INSULATION COMPANY; STANDARD INSULATION COMPANY OF N. C., INC.; STARR DAVIS COMPANY, INC.; STARR DAVIS COMPANY OF S.C., INC.; STERLING FLUID SYSTEMS (USA) LLC; TE WIRE & CABLE LLC; THERMO ELECTRIC COMPANY, INC.; UNION CARBIDE CORPORATION; VALVES AND CONTROLS

US, INC.; VELAN VALVE CORP.; VIKING PUMP, INC.; VISTRA INTERMEDIATE COMPANY LLC; THE WILLIAM POWELL COMPANY; WIND UP, LTD.; YUBA HEAT TRANSFER LLC; and ZURN INDUSTRIES, LLC,

Defendants.

****

CAPE PLC, individually and as successor in interest to CAPE ASBESTOS COMPANY LIMITED, by and through its duly appointed Receiver Peter D. Protopapas,

Third-Party Plaintiff,

v.

ANGLO AMERICAN PLC, individually and as successor in interest to ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LTD.; DE BEERS PLC; DE BEERS CENTENARY AG; DE BEERS CONSOLIDATED MINES LTD.; DE BEERS S.A.; DE BEERS UK LTD.; DE BEERS JEWELLERS LTD.; DE BEERS JEWELLERS US, INC.; ANGLO AMERICAN US HOLDINGS INC.; ELEMENT SIX US CORP.; ELEMENT SIX TECHNOLOGIES US CORP.; ELEMENT SIX TECHNOLOGIES (OR) CORP.; FIRST MODE HOLDINGS, INC.; PLATINUM GUILD INTERNATIONAL (U.S.A.) JEWELRY INC.; LIGHTBOX JEWELRY INC.; FOREVERMARK US INC.; ANGLO AMERICAN CROP NUTRIENTS (U.S.A.), LLC; CHARTER CONSOLIDATED LTD.; ESAB CORPORATION; CENTRAL MINING & INVESTMENT CORPORATION LTD.; CAPE HOLDCO LTD.; THE LAW DEBENTURE CORPORATION PLC; CAPE INDUSTRIAL SERVICES GROUP LTD.; MOHED ALTRAD; ALTRAD UK LTD.; CAPE UK HOLDINGS NEWCO LTD.; ALTRAD

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SERVICES LTD., f/k/a CAPE INDUSTRIAL SERVICES LTD.; ALTRAD INVESTMENT AUTHORITY S.A.S.; SPARROWS OFFSHORE GROUP LTD.; HAWK BIDCO US INC.; ARRANCO US, LLC; SPARROWS OFFSHORE, LLC; THE SPARROWS GROUP, LLC,

Third-Party Defendants.

COMES NOW Cape PLC, individually and as successor in interest to Cape Asbestos Company Ltd. ("Third-Party Plaintiff"), by and through its duly appointed receiver Peter D. Protopapas (the "Receiver"), complaining of the Third-Party Defendants Anglo American PLC (individually and as successor in interest to Anglo American Corporation of South Africa Ltd.), De Beers PLC, De Beers Centenary AG, De Beers Consolidated Mines Ltd., De Beers S.A., De Beers UK Ltd., De Beers Jewellers Ltd., De Beers Jewellers US, Inc., Anglo American US Holdings Inc., Element Six US Corp., Element Six Technologies US Corp., Element Six Technologies (OR) Corp., First Mode Holdings, Inc., Platinum Guild International (U.S.A.) Jewelry Inc., Lightbox Jewelry Inc., Forevermark US Inc., Anglo American Crop Nutrients (U.S.A.), LLC, Charter Consolidated Ltd., ESAB Corporation, Central Mining & Investment Corporation Ltd., Cape Holdco Ltd., The Law Debenture Corporation PLC, Cape Industrial Services Group Ltd., Mohed Altrad, Altrad UK Ltd., Cape UK Holdings NewCo Ltd., Altrad Services Ltd. (f/k/a Cape Industrial Services Ltd.), Altrad Investment Authority S.A.S., Sparrows Offshore Group Ltd., Hawk BidCo US Inc., Arranco US, LLC, Sparrows Offshore, LLC , and The Sparrows Group LLC (collectively, "Third-Party Defendants"), who through undersigned counsel respectfully shows unto the Court as follows:

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INTRODUCTORY STATEMENT

This lawsuit seeks to finally hold accountable three groups of Third-Party Defendants (including their predecessors in interest) who are responsible for the sale and use of asbestos or asbestos-containing products throughout the United States, including in South Carolina, and which caused or materially contributed to thousands of deaths from mesothelioma or other asbestos-related disease, and billions of dollars of past, present, and calculable future damages. For decades, certain of these Third-Party Defendants created sham transactions to feign exits of the asbestos industry in the United States, leaving shells and an absence of insurance coverage to account for their massive liability exposure. And also for decades, they hid behind (or within) byzantine collectives of limited liability and other holding companies internationally, avoiding responsibility while continuing to reap the profits from the sales of asbestos and asbestos-containing products throughout the United States, including in South Carolina. In sum, these three groups of Third-Party Defendants have wreaked havoc in the United States, padded their already massive coffers with blood money on top of blood money, and amused themselves with the supposed ingenuity of their scheme to avoid any responsibility. This lawsuit begins their reckoning.

PARTIES

1. Third-Party Plaintiff, appearing by and through its duly appointed Receiver, who maintains his principal place of business in Richland County, South Carolina, brings this third-party complaint. On March 17, 2023, this Court appointed the Receiver to undertake actions to administer all assets of Third-Party Plaintiff. *See* Cape PLC Receivership Order.

2. The Receiver is informed and believes that Third-Party Defendant Anglo American PLC (individually and as successor in interest to Anglo American Corporation of South Africa Ltd.) is

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a corporation organized under the laws of England, United Kingdom, with its principal place of business located in London, England, United Kingdom.

3. The Receiver is informed and believes that Third-Party Defendant De Beers PLC is a corporation organized under the laws of the Bailiwick of Jersey, with its principal place of business located in St. Helier, Jersey.

4. The Receiver is informed and believes that Third-Party Defendant De Beers Centenary AG is a corporation organized under the laws of Switzerland, with its principal place of business in Emmenbrücke, Switzerland.

5. The Receiver is informed and believes that Third-Party Defendant De Beers Consolidated Mines Ltd. is a corporation organized under the laws of the Republic of South Africa, with its principal place of business in Kimberly, Northern Cape, South Africa.

6. The Receiver is informed and believes that Third-Party Defendant De Beers S.A. is a corporation organized under the laws of the Grand Duchy of Luxembourg, with its principal place of business in the Grand Duchy of Luxembourg.

7. The Receiver is informed and believes that Third-Party Defendant De Beers UK Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business in London, England, United Kingdom.

8. The Receiver is informed and believes that Third-Party Defendant De Beers Jewellers Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business in London, England, United Kingdom.

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9. The Receiver is informed and believes that Third-Party Defendant De Beers Jewellers US, Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business in Fairfield County, Connecticut.

10. The Receiver is informed and believes that Third-Party Defendant Anglo American US Holdings Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business in New Castle County, Delaware.

11. The Receiver is informed and believes that Third-Party Defendant Element Six US Corp. is a corporation organized under the laws of the State of New York, with its principal place of business in Harris County, Texas.

12. The Receiver is informed and believes that Third-Party Defendant Element Six Technologies US Corp. is a corporation organized under the laws of the State of Delaware, with its principal place of business in Santa Clara County, California.

13. The Receiver is informed and believes that Third-Party Defendant Element Six Technologies (OR) Corp. is a corporation organized under the laws of the State of Delaware, with its principal place of business in Multnomah County, Oregon.

14. The Receiver is informed and believes that Third-Party Defendant First Mode Holdings, Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business in King County, Washington.

15. The Receiver is informed and believes that Third-Party Defendant Platinum Guild International (U.S.A.) Jewelry Inc. is a corporation organized under the laws of the State of New York, with its principal place of business in New York County, New York.

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16. The Receiver is informed and believes that Third-Party Defendant Lightbox Jewelry Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business in Kent County, Delaware.

17. The Receiver is informed and believes that Third-Party Defendant Forevermark US Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business in Fairfield County, Connecticut.

18. The Receiver is informed and believes that Third-Party Defendant Anglo American Crop Nutrients (U.S.A.), LLC is a corporation organized under the laws of the State of Colorado, with its principal place of business in Burleigh County, North Dakota.

19. The Receiver is informed and believes that Third-Party Defendant Charter Consolidated Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business located in Essex, England, United Kingdom.

20. The Receiver is informed and believes that Third-Party Defendant ESAB Corporation is a corporation organized under the laws of the State of Delaware, with its principal place of business in Montgomery County, Maryland.

21. The Receiver is informed and believes that Third-Party Defendant Central Mining & Investment Corporation Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business located in Essex, England, United Kingdom.

22. The Receiver is informed and believes that Third-Party Defendant Cape Holdco Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business in Warrington, England, United Kingdom.

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23. The Receiver is informed and believes that Third-Party Defendant The Law Debenture Corporation PLC is a corporation organized under the laws of England, United Kingdom, with its principal place of business in London, England, United Kingdom.

24. The Receiver is informed and believes that Third-Party Defendant Cape Industrial Services Group Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business in Warrington, England, United Kingdom.

25. The Receiver is informed and believes that Third-Party Defendant Mohed Altrad is an individual who resides in Montpelier, France.

26. The Receiver is informed and believes that Third-Party Defendant Altrad UK Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business in Warrington, England, United Kingdom.

27. The Receiver is informed and believes that Third-Party Defendant Cape UK Holdings NewCo Ltd. is a corporation organized under the laws of England, United Kingdom, with its principal place of business in Warrington, England, United Kingdom.

28. The Receiver is informed and believes that Third-Party Defendant Altrad Services Ltd. (f/k/a Cape Industrial Services Ltd.) is a corporation organized under the laws of England, United Kingdom, with its principal place of business in Warrington, England, United Kingdom.

29. The Receiver is informed and believes that Third-Party Defendant Altrad Investment Authority S.A.S. is a corporation organized under the laws of France, with its principal place of business in Florensac, France.

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30. The Receiver is informed and believes that Third-Party Defendant Sparrows Offshore Group Ltd. is a corporation organized under the laws of Scotland, United Kingdom, with its principal place of business in Aberdeen, Scotland, United Kingdom.

31. The Receiver is informed and believes that Third-Party Defendant Hawk BidCo US Inc. is a corporation organized under the laws of the State of Delaware, with its principal place of business in Harris County, Texas.

32. The Receiver is informed and believes that Third-Party Defendant Arranco US, LLC is a limited liability company organized under the laws of the State of Delaware, with its principal place of business in New Castle County, Delaware.

33. The Receiver is informed and believes that Third-Party Defendant Sparrows Offshore, LLC is a limited liability company organized under the laws of the State of Delaware, with its principal place of business in Harris County, Texas.

34. The Receiver is informed and believes that Third-Party Defendant The Sparrows Group LLC is a limited liability company organized under the laws of the State of Delaware, with its principal place of business in Harris County, Texas.

35. The Receiver believes that one or more additional companies were likewise involved in the alleged acts described herein and are liable for the same alleged harms under the same or similar theories of liability ("Additional Third-Party Defendants"). Those Additional Third-Party Defendants may include one or more companies operated or managed by organizations located in the United States, United Kingdom, South Africa, Luxembourg, Lichtenstein, Switzerland, or other jurisdictions, which have been used to obfuscate responsibilities with and control over Cape PLC during the relevant period alleged herein, which were or are alter ego entities of Cape PLC,

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or which otherwise facilitated, took part in, or benefited from the liability-avoidance scheme described herein. When the identities of these Additional Third-Party Defendants become known to Third-Party Plaintiff, this Complaint may be amended *nunc pro tunc* to state the identities of such Additional Third-Party Defendants.

JURISDICTION

36. This Court has jurisdiction over the matters alleged herein pursuant to S.C. Code Ann. §§ 36-2-802 and 36-2-803, Article V of the Constitution of the State of South Carolina, and the Court's plenary powers. This Court appointed Peter D. Protopapas as Receiver of Third-Party Plaintiff.

37. Upon information and belief, each of the Third-Party Defendants is subject to this Court's jurisdiction because, among other things, this action arises from the acts of each Third-Party Defendant, and/or their agents, co-conspirators, predecessors in interest, and/or amalgamated corporate parents: (i) transacting business in the State; (ii) contracting to supply services or things in the State; (iii) committing a litany of tortious acts in whole or in part in the State; (iv) causing injuries and deaths in the State by acts or omissions outside the State, while regularly conducting or soliciting business, engaging in a persistent course of conduct, or deriving substantial revenue from goods used or consumed or services rendered in the State; (v) having an interest in, using, or possessing real property in the State; (vi) entering into a contract to be performed in whole or in part by either party in the State; and/or (vii) producing, manufacturing, or distributing goods with the reasonable expectation (or in this case, the actual knowledge) that those goods are to be used or consumed in the State and were so used or consumed. *See* S.C. Code §§ 36-2-803(A)(1)–(5), (7)–(8).

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VENUE

38. Venue is proper in this Court as it is the Receiver Court with cases pending and anticipated new filings in this Court. Further, on March 3, 2019, pursuant to the Order of the Supreme Court of South Carolina, Order Number 2017-03-03-01, the Honorable Jean H. Toal was appointed to have jurisdiction in all circuits in the State to dispose of all pretrial matters and motions, as well as trials, arising out of asbestos and asbestos litigation filed within the state court system. Thus, the Honorable Jean H. Toal will have jurisdiction over this matter.

FACTUAL BACKGROUND

39. Although this complaint arises out of events commencing many decades ago and continuing for decades, those events led to and resulted in asbestos-related disease that continues to be diagnosed in and suffered by residents of South Carolina to this day. As described in detail below, Third-Party Defendants (including their predecessors in interest) are directly responsible for injuries caused by these events, especially by the sale and use of asbestos or asbestos-containing products throughout the United States, including in South Carolina.

40. Cape PLC is the successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) and its subsidiaries and global affiliates (collectively, "Cape"), which was and is a private company organized and existing under the laws of the United Kingdom, with its principal place of business in England. At all times relevant, Cape was deeply involved in all elements of the global asbestos industry, mining hundreds of thousands of tons of raw asbestos in Apartheid-era South Africa and then selling asbestos fiber to scores of manufacturers of asbestos-containing products in the United States—substantial quantities of which were used in South Carolina.

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41. Cape's historic operations involved a complex scheme to sell millions and millions of dollars of asbestos—knowing with certainty that it would kill and maim tens of thousands of Americans—while, at the same time, developing and executing on a ploy to escape any legal or financial responsibility to the people harmed by intentionally depleting its U.S.-based subsidiary of attachable assets. It is sadly unsurprising that Cape, acting with various other foreign entities, concocted this scheme, because Cape boldly admitted that it had **no** "moral responsibility" to the people injured or killed by Cape's asbestos products. CAPE000486. Executing on that scheme, Cape allowed default judgments against it in asbestos lawsuits across the United States, and simply absconded, leaving no assets for recovery. Ultimately, as averred below, Cape and its affiliated domestic and foreign entities got extraordinarily wealthy off the suffering and deaths of tens of thousands, and then cheated the system to escape responsibility for its and their tortious misconduct.

42. How does a company like Cape pull off such a scheme? Because Cape was part of a South African mining empire that enjoyed unparalleled political power, resource wealth, commercial and legal deviousness, and wholesale antipathy towards ethical business practices and any decent concept of responsibility. More specifically, Cape was the industrial gem of the Anglo and De Beers mining houses, which were controlled by the powerful Oppenheimer family of Johannesburg. *See, e.g.*, Laurie Flynn, *Studded with Diamonds and Paved with Gold: Miners, Mining Companies and Human Rights in Southern Africa* 180 (1992) [hereinafter, "Flynn (1992)"] ("Cape Industries, a British-registered part of Harry Oppenheimer's Anglo American empire . . . [was] among the biggest asbestos producers from the beginning . . . .").

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43. As averred herein, those Third-Party Defendants are responsible for a scheme that included, without limitation, the following acts:

a. Failing to follow corporate formalities among affiliated entities, with a select few entities and individuals dominating the management and operations of Cape and its parent company, Charter Consolidated Ltd.;

b. Leveraging that common ownership and control of numerous mining and other investment entities to effectively dominate the South African economy and global market for certain forms of asbestos;

c. Creating and operating a byzantine web of entities with the deliberate purpose of avoiding public scrutiny and escaping the liabilities of the affiliated companies and their shareholders;

d. Siphoning funds from entities within that web, including Cape's sole American subsidiary, to maximize the financial return to Cape's overseas owners, eliminate liabilities, and escape responsibility by neutralizing the risk of asset attachment by tort creditors; and

e. Destroying corporate records and publicly misrepresenting the nature of Cape's business and liability-avoidance scheme in the United States, all designed to avoid responsibility to the tens of thousands of people injured by Cape asbestos.

44. Each of the named Third-Party Defendants facilitated and caused Cape's U.S.-based sales and liability-avoidance scheme, or otherwise acted as successors in interest to or beneficiaries of entities involved in that scheme, and, thus, are responsible for the alleged bodily injury underlying the claims against Cape PLC across the United States, including specifically in South Carolina.

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I. Cape Was Established As Part of a South African Mining Empire.

45. Cape: A De Beers-Affiliated Project. From its beginning, Cape was formed to act in coordination with powerful mining interests in South Africa. Specifically, in 1891, Francis Oats—a director and eventual chairman of De Beers Consolidated Mines Ltd. (collectively with its affiliates and successors in interest, as named as Third-Party Defendants herein, "De Beers")—formed the Cape Mineral Syndicate to exploit asbestos reserves that had been recently re-discovered in the Orange River Valley in South Africa. Two years later, on December 28, 1893, the Cape Asbestos Company Ltd. was organized in the United Kingdom for the express purpose of: (i) taking over the Cape Mineral Syndicate's mining operations, and (ii) manufacturing asbestos products in England. As a De Beers-affiliated company, Cape was co-founded by Oats and his close business associate, Ludwig Breitmeyer (also a future De Beers director), while another De Beers director, Rudolf Hinrichsen, was installed as Cape's first chairman. Jock McCulloch, *African Issues: Asbestos Blues: Labour, Capital, Physicians & the State in South Africa* 43 (Indiana Univ. Press 2002) [hereinafter, "McCulloch (2002)"]. Thus, from its founding, Cape's operations and ownership were integrated with the interests of De Beers.

46. Wernher, Beit & Co. In the 1890s, Breitmeyer was "a partner in the London [mining finance] firm of Wernher, Beit & Co.," which—with its branch in South Africa, *i.e.*, Hermann, Eckstein & Co.—"became famous as the Corner House" Group. *Cape Asbestos (1893–1953): The Story of The Cape Asbestos Company Limited* 16 (1953) [hereinafter, "Cape Diamond Jubilee"]; Sir J. Percy Fitzpatrick, *South African Memories* 14 (1932). The Corner House Group was the most powerful mining finance house in South Africa at the time and was founded by London-based "Randlords" Alfred Beit and Julius Wernher. *See* Martin Meredith, *Diamonds, Gold and*

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War: The British, the Boers, and the Making of South Africa 187 (2007) [hereinafter "Meredith (2007)"] ("At first, Eckstein's office in Johannesburg was called 'Beit's building'; but it later became known as Eckstein's Corner and then as the Corner House; and what it represented was the most powerful group of financiers in southern Africa."); *id.* at 294 (noting that "foreign mining magnates" such as Wernher and Beit "were dubbed by the British press" as "the Randlords," who "indulge[d] in luxury lifestyles in Britain" from their fortunes made in Africa).[1]

47. Role at De Beers and Cape. The members of the Corner House Group, particularly Alfred Beit, were fundamental to the amalgamation of diamond-mining interests that occurred with the formation of De Beers Consolidated Mines Ltd. in 1888. *See id.* at 247 ("The mastermind behind the amalgamation of the diamond mines in Kimberly was not [Cecil] Rhodes but . . . Alfred Beit – 'Little Alfred' – to whom he invariably turned for solutions.").[2] In turn, Ludwig Breitmeyer served as alternate director on the De Beers board for Alfred Beit, while being intimately involved in Cape's founding and becoming Cape's first long term Chairman (from 1894 until his death in 1930). *See* Cape Diamond Jubilee (1953) at 6, 16 (noting Breitmeyer became Cape's Chairman

[1] *See also, e.g.*, Sir J. Percy Fitzpatrick, *South African Memories* 157 (1932) ("In few countries . . . did any single business firm bulk as big [as] . . . Wernher, Beit & Co. Their great wealth and power on the diamond fields, where . . . they were the real backers of [Cecil] Rhodes in his great work [*e.g.*, the amalgamation of interests at De Beers], and on the Witwatersrand gold fields, where under the name of H. Eckstein & Co., their position, power and influence were overwhelmingly predominant, made them of necessity a very great factor in [South Africa].").

[2] *See also, e.g.*, Sir J. Percy Fitzpatrick, *South African Memories* 27, 33, 90 (1932) ("Alfred Beit has been very generally regarded as the ablest business man South Africa has ever known. He was very much more than just a financier. . . . There can be no doubt whatever that Beit was Rhodes's financial genius, and without him the great creations which are credited to Rhodes would not have been accomplished. . . . When the big amalgamation was completed and the De Beers Consolidated created, Rhodes, Beit and Wernher were made life-governors with a share in ultimate profits, which . . . proved of enormous value afterwards.").

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after the first one died). In that role, Breitmeyer managed Cape in the company's infancy, while it was funded and controlled by members of the Corner House Group (*i.e.*, the key members of De Beers). *See id.* at 12, 16.

48. Breitmeyer's Personal Rise. While acting as Cape's Chairman, Breitmeyer was part of the Corner House Group's continued dominance over mining in South Africa into the 1920s (until that role was overtaken by a relative newcomer, *see infra* ¶ 49). For example, in 1905, on information and belief, Breitmeyer was involved in the organization of the Central Mining & Investment Corp. Ltd. ("Central Mining") to take over the assets and business interests of Wernher, Beit & Co., which included interests in Cape Asbestos. *See, e.g.*, Duncan Innes, *Anglo American and the Rise of Modern South Africa* 55 (1984) [hereinafter "Innes (1984)"] ("[T]he House of Wernher Beit expanded considerably at this time, changing its name to Central Mining in 1905[.]").[3] In 1912, moreover, Breitmeyer became a full-time De Beers director. *See* Hedley A. Chilvers, *The Story of De Beers* 307 (1939) ("BREITMEYER, L. Director from December 5, 1912, to the date of his death, March 13, 1930. Was alternate to A. Beit from May 14, 1888, to June 25, 1889, and from May 18, 1891, to February 6, 1896."); De Beers 1930 Annual Report, at 3 (Oct. 13, 1930) (Sir Ernest Oppenheimer, as the new De Beers Chairman, reporting "regret to record the death . . . of [a] valued friend and colleague, Mr. L. Breitmeyer, who had been a Director of the Company for the past 18 years").

[3] *See also Archives Hub: Papers of the Central Mining and Investment Corporation*, https://archiveshub.jisc.ac.uk/search/archives/780f1a0a-48ec-3e42-8e82-53503070110e; *Company Information: Central Mining & Investment Corporation Limited (The)*, https://find-and-update.company-information.service.gov.uk/company/00084511.

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49. The Oppenheimer–Anglo Takeover of De Beers. In or around 1925, at a critical juncture in South African mining history, Breitmeyer sought to take control of De Beers, but was thwarted by Sir Ernest Oppenheimer—who, soon after, became De Beers' chairman. *See* Hedley A. Chilvers, *The Story of De Beers* 227 (1939) ("Offers for the purchase of the Company's diamonds were received in 1925 from L. Breitmeyer and friends and from Sir Ernest Oppenheimer and friends for a period of five years from January 1, 1926. The offer of the latter was accepted . . . ."); De Beers 1930 Annual Report, at 3 (Oct. 13, 1930) (noting leadership of Oppenheimer). Critical to his success as the new De Beers chairman, Ernest Oppenheimer also controlled the Anglo American Corporation of South Africa Ltd. (collectively with its affiliates and successors in interest, including Anglo American PLC, "Anglo"), which Oppenheimer formed in September 1917 to bring about an "amalgamation between" various mines and other business interests. *See* David Pallister et al., *South Africa Inc.: The Oppenheimer Empire (Revised & Updated Ed.)* 54–55 (Yale Univ. Press 1988) [hereinafter, "Pallister (1988)"].

50. Anglo's Interest in Cape. In the aftermath of the Oppenheimer-led takeover of De Beers, Breitmeyer maintained his directorship at De Beers and his Chairmanship at Cape. *See, e.g.*, De Beers 1930 Annual Report, at 3 (Oct. 13, 1930) (noting long, continued role as De Beers director); Cape Diamond Jubilee (1953) at 6 (chronology of Cape's initial leadership). However, Breitmeyer died soon after (in 1930), with Central Mining or other affiliates of the Corner House Group continuing to control Cape.[4] On information and belief, however, soon after the Oppenheimer-led

[4] *See, e.g.*, McCulloch (2002) at 8 (observing that by 1944, "the major shareholders [in Cape] were the Central Mining and Investment Corporation of London and the estate of the late Alfred Beit," who had died nearly four decades prior in 1906); Cape Diamond Jubilee (1953) at 35, 48, 61 (referencing Central Mining and other affiliates of the Corner House Group involved with leadership and operations at Cape).

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takeover of De Beers, Anglo and its affiliated entities developed direct and indirect ties (including by assuming contracts and liabilities) in various businesses affiliated with the Corner House Group, including Central Mining and Cape. *See cf.* Hedley A. Chilvers, *The Story of De Beers* 227 (1939) ("The new (Oppenheimer) Syndicate took over in October the stock of diamonds of the old (Breitmeyer) Syndicate and all contracts and liabilities."). And at minimum, Anglo's "involvement in Cape Asbestos grew during the Second World War," because by then, Central Mining had become affiliated as an "Oppenheimer company" and was also Cape's "majority shareholder." Geoffrey Tweedale & Laurie Flynn, *Piercing the Corporate Veil: Cape Industries and Multinational Corporate Liability for a Toxic Hazard, 1950–2004*, 8 Enterprise & Society 268, 274 (2007) [hereinafter, "Tweedale & Flynn (2007)"]. Moreover, by 1949, "Central [Mining] had a majority on the board of directors of Cape," *id.*, and by 1958 (at the latest), Anglo had executed a "take over [of] Central Mining," Pallister (1988) at 120.

51. Cape as Part of an Empire. In other words, by the middle of the twentieth century, Cape was the asbestos-mining leg of an amalgamated mining empire based out of South Africa that included the De Beers diamond monopoly and mining powerhouse of Anglo associated with the Oppenheimer business dynasty.[5]

52. Benefits of Anglo Affiliation. Cape's affiliations—especially with Anglo—were key to Cape's success, because Anglo (i) acted as "South Africa's largest and most influential corporation," (ii) dominated the mining industry, and (iii) "ma[de] up the core of the country's

[5] While started by Sir Ernest Oppenheimer, leadership at Anglo was passed down to his son, Harry Oppenheimer, who is now succeeded by the founder's grandson, Nicholas ("Nicky") Oppenheimer, reportedly the third wealthiest man in Africa. *See* Rob LaFranco *The Forbes Billionaires List: Africa's Billionaires* (Jan. 30, 2023), https://www.forbes.com/lists/africa-billionaires/?sh=5a12a2a724d5.

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economy." Pallister (1988) at 25 ("The old adage that what is good for General Motors in the United States is far more apposite to Anglo and South Africa. Certainly Anglo controls a far greater proportion of the South African economy than [GM] could ever hope to achieve in the USA."). For example, Central Mining (as controlled by Anglo) leveraged its expertise and methods in gold mining to improve the performance at Cape mines by seconding employees to Cape in South Africa—but with Anglo, not Cape, paying their compensation. *See* McCulloch (2002) at 51–52 (detailing "claims that seconded staff kept their original medical aid and pension entitlements [of Central Mining], and their salaries were paid by the parent company Anglo American").[6]

53. The Deviousness of Its Business Structure. Exhibiting extraordinary business and legal deviousness, the Oppenheimer family (along with their close associates) structured and coordinated "a web of secret companies" to avoid financial liabilities, including tax liabilities. Pallister (1988) at 25; *see also* Stefan Kanfer, *The Last Empire: De Beers, Diamonds, and the World* 292, 316–17 (1995) [hereinafter, "Kanfer (1995)"] (noting that the Anglo businesses were often investigated for "illegally doing business in the [United] States"). Outwardly, however, the Oppenheimer family and its associates did not acknowledge the true extent of cross-associations between their various companies—which in the aggregate allowed the Oppenheimer family to dominate the South African economy. *See, e.g.*, A.J.W. Owston Tr. 31–32 (Aug. 22, 1984) (Charter executive director and Anglo employee claiming not to know who controls Anglo or De

[6] In turn, in later years (*see infra* ¶ 54), Charter could "call on the comprehensive technical services of Anglo," which Charter acknowledged "contributed greatly to the examination and evaluation of the many mining and prospecting projects initiated by or brought to" Charter. *See* Charter 1966 Annual Report, at 24 (May 31, 1966).

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Beers, but admitting the greater group enjoyed having "inside South Africa dozens of subsidiaries in all kinds of activities").[7]

54. The Creation of Charter. After World War II, the Oppenheimer family sought to extend its business holdings internationally, including by consolidating companies with ownership and control of Cape. Thus, in 1965, Central Mining merged with two other mining and investment companies (The British South Africa Company and The Consolidated Mines Selection Company Ltd.) to form Charter Consolidated Ltd. ("Charter"). Anglo created Charter to serve as Anglo's "international investment arm," Pallister (1988) at 345, thereby creating an Oppenheimer-controlled corporate triumvirate—with Charter being the third of "three essential companies" of what insiders called "the greater group," *i.e.*, Anglo, De Beers, and Charter. *See* A.J.W. Owston Tr. 31–32, 66 (Aug. 22, 1984); J.A.B. Nichols Tr. 10, 61(Aug. 29, 1984).[8]

[7] *See also* Pallister (1988) at 25 ("Technically there are simply two major South African publicly quoted companies, the Anglo American Corporation of South Africa . . . and De Beers Consolidated Mines, with an admitted close working relationship and various cross-holdings with other companies. Because the boards of [Anglo] and De Beers present their companies as independent entities on stock exchanges and to business partners and governments around the world, they can never formally admit that the two operate as inseparable twins.").

[8] *See also, e.g.*, *Charter Website: History* (Dec. 12, 2008), https://web.archive.org/web/20081212114613/http://www.charter.ie/chtr_int/about/history/; (noting that "[v]arious companies within the Anglo American Corporation of South Africa have held an interest in Charter Consolidated shares").

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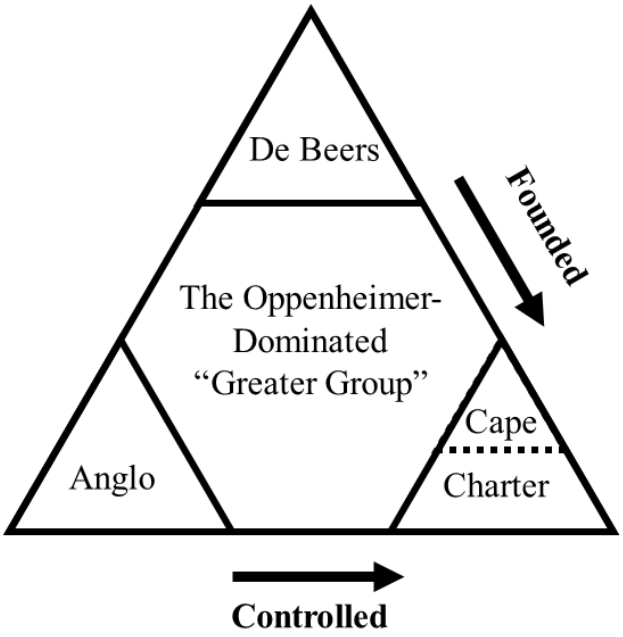

55. Charter's 1969 "Takeover" of Cape. Although Charter had both direct and indirect interests in Cape from its founding, it purported to only have a minority interest initially, before quickly accumulating shares and acquiring majority ownership by 1969. *See* Charter 1965 Annual Report, at 5 (May 19, 1965) (listing Cape as a "principal interest[]" of Charter at its founding); Charter 1968 Annual Report, at 34 (May 28, 1968) (reporting 19.5% interest in Cape and the "mining and manufacture of asbestos"); Charter 1969 Annual Report, at 7, 25, 31 (June 3, 1969) (reporting 25.3% interest in Cape and efforts to obtain majority ownership through takeover offers to other unidentified Cape shareholders). On information and belief, in 1969 and prior years, Charter or other Anglo-affiliated entities purchased Cape shares from other companies associated (previously) with the Corner House Group, including, without limitation, Rand Mines Ltd., Rand Mines Holdings Ltd., or their affiliates, in which Charter and Anglo also held large ownership interests. *See* Charter 1969 Annual Report, at 28, 32 (June 3, 1969) (noting 15.9% interest in Rand Mines Ltd. and 23.6% interest in Transvaal Consolidated Land & Exploration Company Ltd.).

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Indeed, at its founding, Charter touted its close relationship with these and other members of the Corner House Group. *See, e.g.*, Charter 1965 Annual Report, at 7 (May 19, 1965) (noting shared interests involving Charter, Central Mining, and Rand Mines Ltd. under section of report titled "CORNER HOUSE GROUP"); Innes (1984) at 212–13 (stating that "as part of the Corner House Group, Rand Mines had become one of the country's leading mining houses," but eventually fell under the control of Anglo by the early 1960s); *see also* Meredith (2007) at 302 (detailing the founding of Rand Mines in 1893, which was formed by the contribution of mining claims and "five existing companies" by H. Eckstein & Co., with "the partners in Eckstein, including Beit and Wernher in London," receiving shares in the new entity).

56. Charter: A Shell Game. In the end, Charter's purported "takeover" of Cape was nothing more than a continuation of other Oppenheimer-affiliated entities' control of Cape over the prior decades,[9] and serves as only one example of the many corporate shell games used by the Oppenheimer business empire to obscure their financial interests globally.

57. One Main Office for One Enterprise. Similarly, the corporate separation between Charter and Anglo was superficial. By way of example only, Charter and Anglo shared common office space at 40 Holborn Viaduct in London, employed personnel who routinely switched roles between the entities, and each had boards that were dominated by the Oppenheimer family and their business associates/servants. *See, e.g.*, E.G. Rudland Tr. 7–8, 21–22 (Apr. 7, 1981) (describing overlapping personnel and directorships); House of Commons, Expenditure Comm.,

[9] *See, e.g.*, Charter 1966 Annual Report, at 7 (May 31, 1966) (noting Central Mining "acquired interests in . . . asbestos, . . . besides a number of industrial interests in the United Kingdom"); Charter 1970 Annual Report, at 16 (June 18, 1970) (noting that "there has long been a close association [of Cape] with Charter through one of its forerunners," *i.e.*, Central Mining).

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Session 1973–74, *Fifth Report: Wages and Conditions of African Workers Employed by British Firms in South Africa* 22–23 (Jan. 22, 1974) [hereinafter, "House of Commons Rep."] (noting that Charter "even allow[s] Anglo American to supply directors for Charter representation on boards"); Peter Schmeisser, *Harry Oppenheimer's Empire: Going for Gold*, N.Y. Times, Mar. 19, 1989 [hereinafter, "Schmeisser Article"] (noting common office space of De Beers, Anglo, and Charter in London, as well as overlapping directors among the Oppenheimer companies); Charter 1965 Annual Report, at 10 (May 19, 1965) (as part of the Charter merger, there was an "[i]ntegration of the London staffs" of the three merged companies, with the new organization located at 40 Holborn Viaduct); Charter 1966 Annual Report, at 24 (May 31, 1966) (noting merged companies were also combined "with the London staffs of Anglo . . . and Consolidated Share Registrars Limited" to create a "wholly owned subsidiary, Charter Consolidated Services Limited," which also took over the office lease and "provide[d] staff and services in London, not only for all companies in the Charter . . . group, but also for the Anglo . . . , De Beers and Corner House groups").

58. Charter's Role in the Empire. Consistent with this scheme, Charter operated such that its "every move was made in the interests of De Beers and Anglo"—furthering the amalgamated Oppenheimer empire's effort "to extend [its] grasp to North America," while allowing it to "unobtrusively buy, spawn or control" varied and sizeable business interests around the world through a "series of . . . cross-holdings." Kanfer (1995) at 291–92, 315 (describing Charter as one side of a "pyramid" of global business interests).[10]

[10] *See also, e.g.*, Schmeisser Article ("The structure of Oppenheimer's empire is dizzyingly complex and nearly impenetrable to outsiders. He wields his power indirectly, through pyramided holding companies, interlocking shareholdings and a myriad of cross-directorships. As a result of this operating strategy, few people are aware that in the last two decades scores of businesses in

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59. Domination of Charter. The Oppenheimers consistently sat on Charter's board of directors after its founding,[11] while at the same time dominating Charter's share ownership.[12] Indeed, Charter's management was a long continuation of Randlord-style business, in which the "real proprietors" and "owners" of a business (such as the Oppenheimer family) participate primarily in profits, while local affiliated entities (such as Charter and Cape) profit by the grace of the Randlords—with an "unwritten obligation of honour to respect [Randlord] wishes and position." Sir J. Percy Fitzpatrick, *South African Memories* 90–91 (1932) (Corner House Group representative in Johannesburg detailing this norm between De Beers and Corner House Group members). Thus, it was clear to all, including Members of Parliament, that "[w]here Anglo American lead, Charter Consolidated are prepared to follow." House of Commons Rep. at 23.

60. Charter's Investment in South Africa. By the early 1970s, Charter became the largest English corporate investor in South Africa—albeit, one investing primarily in Anglo-affiliated entities, including its own parent Anglo (in which Charter had a 10% equity stake). *Id.* at 22. Uniquely, in contrast to other corporate investors who sought majority ownership (and thus control) over their South African businesses, Charter had a minority stake (usually around 10%)

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the United States [and elsewhere] have been founded or purchased with Oppenheimer capital and are managed by Oppenheimer loyalists while maintaining no legal ties to South Africa.").

[11] *See, e.g.*, Charter 1967 Annual Report, at 4 (June 9, 1967) (noting Oppenheimer's role as chairman, beginning a two-year term in that role); Charter 1971 Annual Report, at 3 (June 1, 1971) (noting Sir Philip Oppenheimer's role as Deputy Chairman and a member of the executive committee).

[12] *See, e.g.*, Anglo 1979 Annual Report, at 69 (June 22, 1979) (indicating that both Harry and Nicky Oppenheimer had 18,333,268 beneficial shares in Anglo, with the next highest directorship holding being 30,000 shares); Charter 1968 Annual Report, at 10 (May 28, 1968) (indicating that Harry Oppenheimer dominated ownership of Charter with 5,004,600 shares).

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in most of its South African investments, with one notable exception: its majority ownership of Cape. *Id.* at 22 & n.1.

61. Charter's Interest in Cape. Charter's "largest industrial subsidiary company" was Cape, with Charter even seconding and compensating key personnel for Cape's management. J.N. Clarke Tr. 14, 17–18 (Apr. 21, 1983); *see also, e.g.*, G.A. Higham Tr. 7–9, 28, 87 (Oct. 3, 1984) (Cape Chairman admitting that Charter had been paying his compensation for years and that he acts as Chairman for "a number of Charter's [other] industrial subsidiaries" as well). In other words, although most of Charter's assets were tied up in minority investment interests—effectively operating as a holding company—Cape was Charter's primary operating company and "principal industrial subsidiary." *See* Charter 1972 Annual Report, at 15 (May 30, 1972) (also emphasizing Cape's profitability). In turn, Charter used its "close association" with other South African companies, namely Anglo, to "exercise . . . influence" in Apartheid-era South Africa, *see* House of Commons Rep. at 22—thereby allowing Cape to profitably mine and export asbestos to the United States for decades.

62. Clear Takeaway, Despite Complexity. Ultimately, although the facts are complex, it is clear that through an "Anglo holding company" (*i.e.*, Charter), Cape and its subsidiaries were part of the "Anglo American Group of Companies"[13] that dominated the South African mining

[13] As explained by Anglo, the "term 'group' has a wider meaning in the South African mining industry than its statutory definition of a parent company and its subsidiaries . . . . The mining finance houses in South Africa have traditionally operated 'the group system', whereby the parent house not only administers companies that are not necessarily subsidiaries, but provides them with a full range of administrative and technical services and is able, by virtue of its financial strength and standing, to assure them of capital for expansion and development. Thus the Anglo American Corporation Group comprises a large number of companies that are closely linked to [Anglo] but which are not generally subsidiaries or controlled companies as defined in the statutes." Anglo 1974 Annual Report, at 3 (Apr. 28, 1975).

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economy during the twentieth century. Innes (1984) at 271, 283 (listing Cape among other Anglo subsidiaries in a published history about Anglo and its importance in South Africa); *see also, e.g.*, Schmeisser Article (reporting that the Oppenheimer family "has dominated the South African economy for nearly half of [the twentieth] century" and that "Anglo American, which accounts for more than 50 percent of the stocks traded on the Johannesburg stock exchange, permeates every conceivable corner of the South African marketplace").

63. A Profitable Mid-Century Business. In turn, Cape reflected the Oppenheimer empire's shared commercial interest[14] in the high-growth, highly profitable asbestos industry after World War II. *See, e.g.*, Jock McCulloch & Geoffrey Tweedale, *Defending the Indefensible: The Global Asbestos Industry and Its Fight for Survival* 37 (Oxford Univ. Press 2008) [hereinafter, "McCulloch & Tweedale (2008)"] (observing that "the major [asbestos] companies derived the bulk of their profits from" asbestos mines); Charter 1970 Annual Report, at 12, 16 (June 18, 1970) (reporting a "substantial jump in trading profits for the year . . . due to the inclusion of earnings from Cape Asbestos").[15]

[14] *See, e.g.*, Anglo 1976 Annual Report, at 7 (Mar 25, 1977) (reporting that Anglo had "important interests in the production of . . . asbestos" through Charter); De Beers 1978 Annual Report, at 48–49, 52 (Mar. 30, 1979) (referencing "strengthening [of] De Beers' earnings base," which through Anglo and Charter, "the London-based mining finance house," included interests in "asbestos . . . and other minerals, and in industrial enterprises in the United Kingdom"); Charter 1972 Annual Report, at 39 (May 30, 1972) ("In mining, the Anglo American Corporation group and its close associate De Beers Consolidated Mines Limited have important interests in the production of . . . asbestos.").

[15] *See also, e.g.*, Charter 1970 Annual Report, at 31 (June 18, 1970) (reporting that the sale of asbestos fibre contributed the most to the company's trading profit); Charter 1972 Annual Report, at 3 (May 30, 1972) (noting among top "[f]eatures of the year" that Cape's "profits increased from £2,528,000 to £3,098,000"); Charter 1977 Annual Report, at 47 (June 9, 1977) (noting £9,831,000 pre-tax trading profit from mining and sale of asbestos fibre and 28.2% profit margin from the same, *i.e.*, the highest among Charter's manufacturing subsidiaries).

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64. Goal of Corporate Complexity. Although the precise "connection between Cape, Charter, Central Mining and Anglo American is complex," McCulloch (2002) at 51–52, that complexity reflects an intentional scheme to obfuscate corporate relationships and ownership interests while minimizing the amalgamated business empire's liability risks, including for asbestos (as well as taxes).[16]

65. The Point of Charter. Specifically, Charter was designed to serve as a corporate cushion—a products-liability patsy—for Anglo that could (i) promptly purge itself of substantial cash (through dividends based on new profits, or by otherwise reallocating assets among holding companies through more complex transactions) to Oppenheimer-affiliated entities, and (ii) add a "formal" degree of separation between Anglo and Cape, *i.e.*, a profitable asbestos business, but one they knew would injure tens of thousands and thus created a substantial risk of liability in the future. *See infra* ¶¶ 81–88 (detailing working conditions and known disease in South Africa and England); *see also cf.* Jock McCulloch & Pavla Miller, *Mining Gold and Manufacturing Innocence: Occupational Lung Disease and the Buying and Selling of Labour in Southern Africa* 390–91 (2023) (noting "Charter's controlling share in Cape gave Anglo American a commercial interest in the asbestos industry" and "Anglo American's board reason to monitor" alleged liabilities of Cape).

[16] As described later, *infra* ¶¶ 89–105, when the victims of this scheme began to sue and win verdicts, Anglo implemented additional—but still wholly superficial—corporate changes to further distance itself from its asbestos business and mitigate its U.S. liability risk, with Cape Asbestos (i) dropping *Asbestos* from its name, (ii) ceasing to appoint Cape officials to the board of its American subsidiary (NAAC) as a "sensible precaution," (iii) interjecting another entity (Cape Industries Overseas Ltd.) between NAAC and Cape, to add yet *another* degree of superficial separation between Anglo and its U.S. asbestos business, and (iv) purporting to close NAAC and sell its South African asbestos mines, for the purpose of evading creditors, while Anglo continued to profit from the sale of asbestos through other entities.

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66. Infamous Recognition for Success. Through these corporate maneuvers, Cape, as "part of the great South African conglomerates of De Beers and Anglo-American Corporation, provides a classic example of . . . tactics" centered on hiding behind a corporate-veil fiction, *i.e.*, "us[ing] complex and confusing corporate structures to distance themselves from liability." McCulloch & Tweedale (2008) at 181 (also describing recognition by judicial tribunals that "Cape operated worldwide as a single economic unit" and provided "false testimony" about its organization).

67. Control as the Key to Success. The Oppenheimer "family's control [of these enterprises] and its personal wealth" was consistently the "key" to coordinating the management of their businesses, including Charter and Cape. *See* Pallister (1988) at 41 (noting that apart from Oppenheimer kin, the "powerful inner cabinet that [took] the most sensitive and important decisions" for the global empire was limited to (i) two individuals who had each served as Chairmen of Charter, and (ii) former personal assistants who were "considered to be part of the 'family'").

68. Domination of the South African Mining Economy. In the end, the amalgamated Oppenheimer empire, as effectuated by De Beers, Anglo, and Charter primarily, was astonishingly successful in its domination of the South African mining economy—making up 10% of South Africa's GDP and 30% of its exports in 1973, while controlling or producing 40% of South Africa's gold, 80% of the world's diamonds, a sixth of the world's copper, and most of South Africa's coal. Tweedale & Flynn (2007) at 274; *see also, e.g.*, Charter 1972 Annual Report, at 39 (May 30, 1972) (reporting Anglo's dominance of gold, coal, and uranium mining in South Africa).

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69. Control of Asbestos Supply. In fact, Cape controlled 90% of the global supply of amosite[17] asbestos and dominated the distribution of other types of asbestos as well—effectively enjoying a monopoly over a then-highly sought industrial resource. *See Hammond v. N. Am. Asbestos Corp.*, 454 N.E. 2d 210, 217 (Ill. 1983); *see also* McCulloch & Tweedale (2008) at 28 (describing industrial preference for amosite "in the construction and repair of ships").

II. Cape Created NAAC to Facilitate Its Asbestos Scheme.

70. A U.S. Subsidiary to Fuel Growth. As part of the Oppenheimer empire's global expansion, on October 14, 1953, Cape established the North American Asbestos Corporation ("NAAC") as a direct subsidiary domiciled in Illinois. *See, e.g.*, CAPE001511. Although Cape had been profitable for years, including "return[ing] a strong dividend" for shareholders (*i.e.*, Oppenheimer-affiliated interests) from 1936 to 1951, "the company's most bountiful years were the two decades until 1976"—the period when Cape operated NAAC to provide raw asbestos fiber to customers in the United States, the company's most important market. McCulloch (2002) at 68.

71. U.S. Industry Connections. Previously, Cape had already been marketing its asbestos to numerous U.S.-based customers, including having an important business relationship with, among other companies, Union Asbestos & Rubber Co. (UNARCO) since the 1930s to create "Unibestos" insulation. For the sake of continuity, and to leverage established client connections, Cape Chairman Ronald Dent selected UNARCO Vice President, Bob Cryor, to be NAAC's first

[17] The name for this unique form of asbestos is derived from its association with a Cape business division in South Africa—*i.e.*, AMOSA, Asbestos Mines of South Africa. Flynn (1992) at 192.

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President—a role that Cryor filled until his death from mesothelioma in 1970. *See, e.g.*, *Cameron v. Owens-Corning Fiberglas, Corp.*, 695 N.E.2d 572, 578 (1998).[18]

72. NAAC's Role at Cape. Cape designed NAAC to operate as Cape's wholly controlled instrumentality for the "purpose of expediting and facilitating the movement" of asbestos from South African mines into the United States (including South Carolina).[19] To facilitate this, NAAC had both marketing and distribution roles: (i) serving as Cape's sales agency in the United States, with sole authority to offer Cape products and responsibility for transmitting information about customer needs to Cape mines, and (ii) ensuring the proper distribution of asbestos products from Africa "all the way through to the customer's plant," including to locations in South Carolina or through South Carolina ports.[20] NAAC "effect[ively] . . . put the Mines at every U.S. port." CAPE000988–89. By 1970, NAAC was the "largest U.S. importer of Amphibole Fibres," which were "re-distributed from . . . warehouse locations in East Coast, Gulf Coast and West Coast Ports." CAPE000878–79.

[18] Important to Cape, Cryor also had established relationships with executives at Johns-Manville Corp. (one of Cape's most important customers). Indeed, Johns-Manville Corp. trusted Cryor so much as to admit to him a company policy of not telling employees about their asbestos disease—out of fear that they would stop working and file claims, and instead choosing to withhold the information and let workers die to "save a lot of money." Paul Brodeur, *Outrageous Misconduct: The Asbestos Industry on Trial* 276–77 (1985).

[19] *See* CAPE000110–12 (1982 court filing describing NAAC's history); CAPE000177 (identifying NAAC as the sole U.S.-based entity of the Cape mining division); CAPE000869 (1973 letter describing NAAC as "a division of Cape Asbestos Co. Ltd., with corporate offices in London").

[20] *See* CAPE000263–66 (describing intended business of NAAC); CAPE000333 (1975 Cape cover letter of NAAC director resignations); CAPE000729 (appointment announcement describing NAAC as "specialize[d] in marketing and distribution of Blue and Amosite asbestos in the United States, Canada, Mexico and the Caribbean"); CAPE000988–89 (1969 NAAC memorandum describing customer services).

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73. Cape's Business in South Carolina. In coordination with, and at the direction of, the amalgamated global Cape/Oppenheimer network, NAAC sold millions and millions of dollars of asbestos mined from South Africa to numerous U.S.-based clients, which used or distributed asbestos products in South Carolina. *See, e.g.*, CAPE000994–95 (NAAC letter identifying certain clients). NAAC's own records show that Cape sold asbestos to companies in South Carolina, including to Raybestos Manhattan, Inc. in North Charleston and Westinghouse Electric Corp. in Hampton, as well as to facilities on the South Carolina–Georgia border (*e.g.*, Babcock & Wilcox in Augusta, GA and Dow Chemical in Savannah, GA). *See also, e.g.*, S. Purrington Tr. 9–10, 64 (Aug. 25, 1986) (NAAC clerical worker from 1961 to 1978 identifying Dow Chemical as one of NAAC's three primary customers).

74. The Disastrous Impact on South Carolinians. In turn, those Cape products caused individuals (including residents of South Carolina) to be exposed to asbestos and suffer bodily injury, which has resulted in myriad suits against Cape ("Asbestos Suits"), including this suit filed by John A. Tibbs and Margaret B. Tibbs.

75. Goal of National Distribution. In addition, Cape and NAAC implemented a "conscious pattern of product distribution [of asbestos] nationally"—particularly, amosite, over which Cape had a monopoly. *See In re: Asbestosis Cases*, Case No. 78-CP-06-105, Order, at 3 (S.C. Common Pleas Apr. 7, 1980) [hereinafter, "S.C. 1980 Order"] (rejecting objection to the exercise of personal jurisdiction over NAAC in South Carolina); *see also* Flynn (1992) at 188 ("What Cape did [in the United States of America] is not dissimilar to the situation where someone fires a gun into a crowd of people. You may not know which of them will be killed but you know for certain that some of them will be killed.").

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76. Prevalence of Cape's Asbestos. Cape's amosite (along with Cape's other types of mined asbestos) was an ingredient in the most popular and dominant asbestos products in the market, which were used in virtually every state, including products "used in [South Carolina]." *See* S.C. 1980 Order, at 3; *see also, e.g.*, Raybestos-Manhattan 1963 Annual Report, at 2 (Mar. 13, 1964) (Cape's major customer in South Carolina touting: "Whoever you are, whatever your business, a [Raybestos-Manhattan] product touches your life."); *Parker v. Bell Asbestos Mines, Ltd.*, 607 F. Supp. 1397, 1403–04 (E.D. Pa. 1985) (rejecting argument that Charter was entitled to dismissal, given possibility that plaintiff could "prove that Charter controls Cape, and that Cape has deliberately avoided liability to American plaintiffs, [such that] it will be fair to ask Charter to stay and defend Cape's position"). In short, Cape deliberately and purposefully availed itself of the entirety of the United States market for asbestos fiber, including the South Carolina market.

77. Management at NAAC. The volume of Cape's asbestos supply to the United States was breathtaking given the ostensibly small footprint of NAAC, "which was essentially a one-man operation" consisting of an operational lead supported by four office clerical personnel.[21] All key decisions, however, including with respect to the fulfillment of specific purchase orders, were closely coordinated with and directed by other Cape entities, or made by a board comprised of Cape executives and lawyers (until Cape executives resigned in 1975, in what they described at the time as a "sensible precaution" against U.S. litigation). *E.g.*, CAPE000333.[22]

[21] *See* CAPE000110–12 (describing NAAC's lean staffing); CAPE001514 ("Despite the volume of sales and profits of NAAC, our operation is a very small one, with only a total of 5 employees.").

[22] *See also, e.g.*, CAPE001528 (listing six directors in 1970).

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78. A Pawn in the Oppenheimer Empire. In selecting directors to participate in this worldwide scheme, Cape Chairman Ronald Dent—also a director for Charter and several other Charter-owned companies, apart from NAAC and Cape—valued "the type of man who would fit into our scheme of things . . . without causing embarrassment all around." CAPE000261–62; *see also* Charter 1972 Annual Report, at 33 (May 30, 1972) (noting Dent's role as a Charter director and ownership of Cape shares, which were also directly owned by other Charter directors).

79. Domination of American Subsidiary. NAAC's operations and decision-making were wholly dominated by Cape and its owners, including Charter and other affiliated mining/investment interests in South Africa. How dominated was NAAC? The company could not "borrow one dollar without [Cape's] approval" and was routinely forced to withdraw cash to pay dividends to Cape, thereby minimizing NAAC's available assets that could be reached by American creditors.[23] Astoundingly, NAAC's then-President Bob Cryor admitted that NAAC relegated its interests to Cape as "part of a coordinated group with responsibilities to the whole" group. CAPE000931–32.

80. NAAC's Failure to Purchase Adequate Insurance. Cape's domination also influenced and controlled NAAC's risk management decision-making, including its purchase of insurance. Officially, Cape had a company-wide policy to purchase insurance "at minimum cost consistent with adequate cover." CAPE0001465. But in reality, NAAC felt "pressure from [its] Home Office in London [that] forced [it] to seek lower rates" and choose carriers and policy terms based solely on short-term cost. *See* NAAC Letter to J. Kirk of Talbot Bird & Co. (Nov. 17, 1959). Because of

[23] *See, e.g.*, CAPE001507 (1976 letter noting borrowing limit); CAPE000816 (1976 board minutes showing payment of $250,000 dividend).

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Cape's domination of NAAC, and as a part of the liability-avoidance scheme, Cape directed NAAC to buy wholly inadequate insurance coverage to address its massive future products-liability exposure.

III. Cape Led Efforts in the U.S. and Internationally to Hide the Risks of Asbestos.

81. Known History of Illness in South Africa. Early in its history—even before setting up operations in the United States—Cape's management and ownership knew of the serious health hazards posed by their South African asbestos, as illness was endemic among Cape's own employees. For example, because child labor was extensively used in the South African asbestos mining industry and Cape lacked basic industrial hygiene measures, Cape was responsible for causing "radiologic asbestosis with cor pulmonale [*i.e.*, heart failure]" in Black children "before the age of 12." Dr. Gerrit Schepers, "Discussion," *Ann. N.Y. Acad. Sci.*, 132:246 (1965).[24]

82. Infamy for South African Conditions. Indeed, Cape's operations in South Africa were so infamous that they became a case study—literally—in corporate irresponsibility. *See* Patricia Werhane et al., *Case Study: South African Mining and Asbestos-Related Diseases*, Univ. of Va. Darden School of Bus., at 7 (Apr. 11, 2006) ("[L]ong after the hazards of asbestos were well known to the company as well as the mining community in general, Cape took advantage of lax labor

[24] Years later, Dr. Schepers provided a detailed account of his time at a Cape mine in Penge, South Africa, including seeing (i) "a big strong man with a sjambok whip," whose apparent job was "to hit a hessian sack on the ground below the end of a chute," and (ii) inside the battered sack, a "boy of ten or twelve," whose job was "to get inside the bag and trample down the fluffy asbestos. He was cheaper than machinery or safe sacks. He was covered from top to toe in asbestos dust so I grabbed him and took him off to the X-ray machine. The X-ray showed he was already suffering from asbestosis. I was told that Cape employed a lot more children and I gave instructions to my technician that he was to round up all the children in the village with the little Cape Asbestos copper identification bands riveted around their wrists – identification tags, just like slaves, so they couldn't run off. A number of the other children had asbestosis too. The conditions were unbelievable." Flynn (1992) at 192–93.

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legislation . . . [and also] benefited from cheap labor. Whole families, including children as young as 12 years, were involved in the mining and milling operations at Cape's facilities, and workers handled asbestos with their bare hands. Not only Cape workers, but also those who lived in the communities around Cape mines were exposed to high levels of asbestos that were sometimes 30 times higher than the legal limit in Britain. One of Cape's asbestos mills at Prieska was in the center of town, close to a church and school. One medical doctor stated that he diagnosed 900 mesothelioma victims, including his own son."). Cape allowed these "work practices" to continue because they "were profitable for employers and Cape's management readily acknowledged the importance of the mines to its success." McCulloch & Tweedale (2008) at 44–45.

83. Known History of Illness in England. Likewise, Cape's operations in England were infamous for lacking basic hygiene measures, such that a medical examination of 80 workers in 1928 "showed that nearly all had 'definite evidences' of asbestosis." Geoffrey Tweedale, *Magic Mineral to Killer Dust: Turner & Newall and the Asbestos Hazard* 20 (Oxford Univ. Press 2000) [hereinafter, "Tweedale (2000)"]; *see also, e.g.*, Flynn (1992) at 180 ("[Cape's] British factories had been shown to be so negligently run that they brought death, disease and injury to the communities around them"). Among Cape's managers and owners, the danger of asbestos exposure was well known, with scientific studies repeatedly re-establishing a link between exposure to asbestos and illness.[25]

[25] *See, e.g.*, R. Gaze Tr. 2, 111 (June 5, 1975) (Cape official admitting knowledge of asbestosis risk "since the first day [he] was employed" there in 1943); J. Christopher Wagner et al., *Diffuse Pleural Mesothelioma and Asbestos Exposure in the North Western Cape Province*, 17 Brit. J. Indus. Med. 260, 261–62 (1960) (study published by South African researchers linking mesothelioma with occupational and non-occupational exposure to Cape asbestos); Richard Doll, *Mortality from Lung Cancer in Asbestos Workers*, 12 Brit. J. Indus. Med. 81, 86 (1955) (concluding from data that "lung cancer was a specific industrial hazard of certain asbestos

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84. Apathy to Personal Suffering. Nevertheless, the dangers of asbestos were hidden from Cape employees (and the general public) and atrocious conditions at Cape facilities continued for decades—causing widespread disease and later becoming focal points of damning exposés on the asbestos industry. *See* Tweedale (2000) at 238, 251, 255–56 (noting various documentaries showing, among other things, a Cape manager who "always kept a black tie in his desk for funerals").

85. Lobbying and Perpetuating Misinformation in the United States. Yet, while having knowledge of these health hazards, and while peddling a toxic product throughout the United States (including in South Carolina), Cape used misinformation to influence public and corporate opinions about asbestos—working with government officials to protect South African (*i.e.*, Oppenheimer) business interests.[26] Cape acted as head cheerleader for the continuation of the asbestos trade, taking a keen interest in organizing efforts to downplay knowledge of the health hazards posed.[27]

86. Examples of U.S. Misinformation Efforts. For example, in 1954, the year after NAAC's establishment, Cape became a member of the U.S.-based Asbestos Textile Institute, which organized regular meetings to discuss developments in the asbestos industry, including the

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workers"); *see also* McCulloch & Tweedale (2008) at 8–9, 119–20 (listing various studies of, or laws concerning, asbestos disease from 1898 to 1964, and noting that "[f]ew medical authors ever expressed doubt about the relationship between malignant mesotheliomas and asbestos exposure, and by 1953, the issue seemed to be fairly well resolved").

[26] *See, e.g.*, CAPE000955 (official of South African mining holding company, Cape Asbestos South Africa (Pty.) Ltd., writing to NAAC as a fellow member "of the Cape Asbestos Group and the Charter Consolidated Group," and introducing as a resource the Commercial Counsellor at the South African Embassy in Washington, DC).

[27] *See, e.g.*, CAPE000130 (Cape Asbestos Fibres Limited prioritizing efforts to "organise a body of medical opinion that is prepared to stand up" to critical opinions).

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prospect of governmental regulation. Above all other companies, Cape was especially keen to suppress knowledge about the risks of asbestos. Thus, when Johns-Manville proposed labeling on bags of asbestos in 1968, Cape had a "bitter" response, suggesting that such a step should never be taken unilaterally by one producer. *Dring v. Cape: Key Points from Documents Obtained by the Asbestos Victims Support Groups Forum UK*, at 23 (*available at* https://asbestosforum.org.uk/cape-documents/) [hereinafter, "Dring Documents"]. And once Johns-Manville finally decided to adopt a warning label, Cape proposed use of an inaccurate warning that inhalation of only "substantial quantities" of asbestos could be harmful. *Id.* at 21.

87. Lobbying and Perpetuating Misinformation in England. In England in the 1950s and 1960s, Cape joined forces with other companies in the British asbestos industry to establish the Asbestosis Research Council and the Asbestos Information Committee, which worked to "publish several reassuring booklets on the use of asbestos." Tweedale (2000) at 174, 191. In addition, in or around 1966–68, Cape lobbied the British Occupational Hygiene Society to weaken protections for workers from a "no dust policy" to a "maximum allowable concentration approach," while continuing its misinformation campaign in the public and its strong-arm tactics designed to deter other manufacturers from introducing warning labels. Dring Documents, at 1.

88. Hiding the Truth to Profit. A linchpin of these schemes was Cape's role in providing misleading reassurances to the government and public about the dangers of asbestos, which conflicted with Cape's own internal data on the health risks of asbestos. Ultimately, when faced with a decision of shutting down the business (particularly, its South African mines) or "suppress[ing] knowledge of disease," Cape "chose[] the latter" and "worked hard to keep information about mesothelioma secret." McCulloch & Tweedale (2008) at 120.

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IV. Cape Implemented a Strategy to Evade Liability in the United States.

89. Initial Maneuvers to Evade Liability Risk. In the early 1970s, after the onset of asbestos-related products-liability litigation, *see, e.g.*, *Borel v. Fibreboard Paper Prods. Corp.*, 493 F.2d 1076 (5th Cir. 1973) (successful suit by insulation worker, widely acknowledged to have precipitated a wave of asbestos litigation in the 1970s), Cape and its affiliated entities undertook numerous actions in a deliberate effort to escape responsibility for the harm caused by Cape asbestos products.[28] For example, Cape went through tortured machinations to make it *appear* it was reducing oversight over NAAC, but in reality, NAAC continued to operate as a controlled instrumentality under Cape's domination.[29] And these changes were the result of careful assessments by Cape officials—with the help of its lawyers and other advisors—regarding how to minimize the liability exposure of not only Cape, but Cape's parent (Charter) and its other South African affiliates. *See* CAPE000141 (NAAC counsel advising Cape on risk of judgments attaching to Charter assets).

[28] *See, e.g.*, CAPE000351–56 (1975 lawyer letter referring to "attempt to limit NAAC's and Cape's exposure to future United States litigation").

[29] *See* CAPE000123 (NAAC discouraging Cape visits to the U.S. in 1978 or else negate "maneuvers" related to "continued problems with product liability litigation"); CAPE000152 (1975 letter suggesting to "disassociate the Parent Company as fully as possible from the operating companies"); CAPE000154 (1975 letter raising whether to "do something to change the identity of NAAC in order to avoid exposing the company unnecessarily," while doing "everything possible to maintain a successful selling operation in the United States"); CAPE000166–67 (1974 lawyer letter suggesting that "no one from Cape be an officer of NAAC since we want it to be as independent as possible in order to avoid any contention that it is the alter ego of Cape and that Cape is doing business in the United States"); CAPE000333 (1975 Cape Asbestos letter stating "that it would be a sensible precaution against Cape's involvement in any future proceedings for [Cape personnel] to resign from the N.A.A.C. Board," and enclosing resignation letters).

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90. Public Downplaying of Responsibility. At first, at least in their public statements, Charter and Cape "strenuously contested" their liability and concluded that "no material liability is likely to arise as a result of the actions," because "[i]n the opinion of American legal advisers, the amounts claimed are highly speculative and conjectural and have only a tenuous basis in law or in fact." Charter 1975 Annual Report, at 30 (June 3, 1975).

91. Implementing Liability-Avoidance Strategy. In parallel, and central to that claim and their plan to avoid liability, Cape directed a campaign of litigation avoidance by refusing to accept process or appear in any U.S. proceedings. That campaign continues unabated today, as evidenced by Cape's failure to respond to the Second Amended Summons in this action, which was served pursuant to Article 10 of the Hague Convention on March 8, 2022.[30]

92. Opinion of Moral Irresponsibility. More broadly, according to Cape executives, this strategy was warranted because they "really cannot be said to have a moral responsibility [to respond to the suits] and are simply victims of the US product liability cult." Tweedale & Flynn (2007) at 283; CAPE000486.

93. Financials Based on Immoral Opinion. In addition, despite knowing the liability risk, Cape and its affiliates—including its parent company, Charter—refused to make any provision for or reserve of cash to address that liability. *See* CAPE000781 (1971 correspondence regarding Charter's annual report). Indeed, for most of NAAC's existence under Charter, Charter refused to

[30] *See* CAPE000550–51 (NAAC personnel opining in 1978 "that it is most unlikely that any plaintiff would bother to pursue collection of any default judgments against Cape"); CAPE000702 (NAAC counsel in 1979 confirming receipt of correspondence stating that "U.K. and South African lawyers confirm that any resulting judgments will not be enforceable against Cape's U.K. and South African assets" and that "the potential loss of all NAAC's outstanding assets is not material in the Cape Group context").

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even acknowledge NAAC, despite listing various other Cape subsidiaries in England, South Africa, and other countries as among Cape's subsidiaries. *See, e.g.*, Charter 1970 Annual Report, at 10 (June 18, 1970) (listing Cape entities in South Africa, England, and Ireland).

94. Cape Liquidates NAAC as Part of Its Liability-Avoidance Scheme. Ultimately, to avoid liability to the tens of thousands of people injured or killed by its asbestos, Cape decided to liquidate NAAC, effective January 31, 1978 (though articles of dissolution were filed later, on or around May 19, 1978). *See, e.g.*, CAPE001035 (April 1978 letter noting liquidation and requesting, "for safety's sake," that Cape officials stop sending accounting memoranda to former NAAC officials). Existing commercial debts of NAAC were paid, with any remaining assets transferred upstream to NAAC's direct parent company at the time, Cape Industries Overseas Ltd.—a U.K. entity wholly owned by Cape Industries Ltd. (formed in 1975 to create the *appearance* of separation). *See* CAPE000593 (noting conveyance of assets); CAPE000149 (noting new entity).

95. Liquidation Despite Continued Profitability. The decision to liquidate NAAC occurred notwithstanding consistent years of record profits from Cape's sale of asbestos fiber in the United States. *See, e.g.*, Charter 1976 Annual Report, at 7, 38–39 (June 8, 1976) (reporting £10.2 million of operating profit "in spite of difficult trading conditions," with the "greatest increase" in improved profit "arising in the mining division, which raised total tonnage both mined and sold," even despite "substantial price increases"); Charter 1977 Annual Report, at 7, 11, 13 (June 9, 1977) (reporting another "record year" from Cape with pre-tax profit of £14.2 million, with the "mining division again perform[ing] exceptionally well").

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96. NAAC's Minimal Assets at Liquidation. As part of its overall scheme, and in light of Cape's funneling of cash from NAAC to overseas entities over many years, NAAC's assets at liquidation were minimal, as an absolute matter, and especially when compared to the total wealth of Cape and the broader Oppenheimer empire.[31]

97. Accepting Defaults to Perpetuate the Liability-Avoidance Scheme. NAAC's liquidation was central to Cape's liability-avoidance strategy, and was predicated on legal advice that no British or South African court would enforce a judgment against a Cape entity if it never appeared again in the United States.[32] That strategy, more broadly, was taken right out of the Oppenheimer empire's operational playbook in the United States: (i) profit greatly from a business (including for the sale of asbestos), (ii) extract those profits from the United States to foreign entities, across an ever-changing, byzantine corporate structure, (iii) undercapitalize the United States operating entity, (iv) liquidate ownership interests when they sensed liability was imminent, while otherwise maintaining that there was no physical presence in the United States, and (v) retain overseas the massive financial fruits of their unlawful schemes, which, as to asbestos sales, were at the expense of dead and dying Americans, including South Carolinians. *See, e.g.*, Kanfer (1995) at 317–18 (describing De Beers' abrupt sale of equity in an American company to avoid antitrust liability,

[31] *See, e.g.*, CAPE000701 (Cape counsel writing in 1979 with respect to whether the remaining assets in the NAAC liquidating trust should be written off, soon after its creation); CAPE000702 (1979 correspondence noting that NAAC's auditor "agree[d] that the potential loss of all NAAC's outstanding assets is not material in the Cape Group context" (capitalization altered)); CAPE000722 (1978 correspondence noting judgment non-enforceability and "[auditor] advice to [Cape] that the loss of NAAC's outstanding assets is not material in the Cape Group context").

[32] *See, e.g.*, CAPE000141–43 (1975 legal letter advising Cape on default-judgment risk); CAPE000566 (1978 memorandum agreeing that it would be in the "best interests of Cape companies other than NAAC" to make "no response" to litigation); CAPE000617–19 (summarizing 1984 deposition testimony regarding litigation strategy).

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which had previously been hidden by "the usual thicket of [European] registrations," such that "financial facts were buried in the records of some 300 interlocking corporations").

98. Continuation of the Asbestos Business. Even before NAAC's dissolution, Cape contemplated ways to continue the flow of asbestos to U.S. customers and asbestos profits out of the United States, despite the formality of liquidating NAAC.[33]

99. Creation of New American and Foreign Entities. To facilitate this ruse, Gerry Morgan (NAAC's final President) formed Continental Products Corporation ("CPC") to act as a commission agent for the future sales of asbestos from South Africa in the United States. Conveniently, CPC used the same NAAC address in Chicago, Illinois, and received funding from Cape in London. And CPC acted with South African mines to sell through a Lichtenstein-based entity named Associated Mines Company ("AMC") associated with Cape or other Oppenheimer-affiliated business interests. *See, e.g.*, CAPE000386; CAPE000531 (announcement of CPC as "Agent to handle the North American requirements for Amosite and Crocidolite asbestos fibre").

100. Transfer of IP Rights to New Entities. Brazenly, Cape even directed the transfer of certain intellectual property owned by NAAC for future use by CPC and AMC. *See, e.g.,* M. Meyer Tr. 14–18 (May 18, 1982) (describing the assignment of the "Noramite" trademark for certain asbestos mats and plastics).

101. Objective of New Entities. Ultimately, the "purpose of this corporate arrangement [was] to eliminate or reduce as much as possible the exposure in the United States of [South African mining

[33] *See, e.g.,* CAPE000728 (1977 meeting memorandum involving Cape officials "to discuss liquidation of NAAC and formation of new off-shore company to service North American market").

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companies] to lawsuits brought against it under theories of strict liability concerning products liability on the sale of asbestos in the United States." CAPE000377–79.

102. Selling Mines as Part of the Liability-Avoidance Scheme. Outside of the United States, Cape took additional steps to disassociate itself from asbestos generally, despite its long-held role "as a major world producer of asbestos fibre" and "the Cape name [being] synonymous with asbestos." Cape 1980 Review, at 2. On June 29, 1979, Cape sold "the whole of [its] asbestos mining interest in South Africa" to Transvaal Consolidated Land and Exploration Company Ltd. ("Transvaal"), *id.*, earning proceeds of £15.1 million to "finance the group's expansion in other areas of its business," Charter 1979 Annual Report, at 12 (July 4, 1979).

103. Anglo's Continued Interest in Asbestos. Although Charter asserted that "mining subsidiaries in South Africa were sold *outside* the group," *id.* at 35 (emphasis added), its own annual reports from prior years establish that Charter had previously owned the purchasing entity, Transvaal, and still had a financial interest in Transvaal, including through either another Anglo entity or Charter's interest in Barlow Rand Ltd. *See* Charter 1965 Annual Report, at 3, 5 (May 19, 1965) (listing Transvaal as a "principal interest[]," along with Rand Mines Ltd.); Charter 1972 Annual Report, at 12 (May 30, 1972) (referencing merger between Rand Mines Ltd. and Thos Barlow & Sons Ltd. in June 1971, resulting in Charter acquiring a 3.86% interest in the merged company, Barlow Rand Ltd., in exchange for its previous 15.9% interest in Rand Mines Ltd.); Charter 1973 Annual Report, at 8 (June 21, 1973) (reporting that Charter sold its interest in Transvaal in April 1972 "to companies in the Anglo American Corporation group").[34]

[34] *See also, e.g.*, Joseph Lelyveld, *The Many Faces of Barlow Rand Ltd.*, N.Y. Times, Apr. 11, 1982 (noting Barlow Rand was "the second-biggest industrial and mining group in South Africa," after "the vast Anglo-American Corporation and its chairman, Harry F. Oppenheimer, whose place

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104. Cape's Business Pivot. In 1982, Cape purported to cease all manufacturing of asbestos products.[35] Unfathomably, even for a collective of companies as devious as these, Cape refocused its business on—wait for it—asbestos removal. This is not fiction; it has been proudly touted by Cape.[36]

105. The Scheme Was Contemptibly Successful. Within years of executing the liability-avoidance scheme, business historians recognized that "Cape Industries"—as part of Charter, *i.e.*, Anglo's international/industrial investment arm—was "astonishingly adept at extricating itself from the [asbestos] business without paying huge compensation." Pallister (1988) at 345.

V. The Oppenheimers Implemented a Strategy to Further Evade Responsibility.

106. Empire Restructuring to Mitigate Risk. Tellingly, while Cape implemented its liability-avoidance strategy, the Oppenheimer family similarly made changes to its investments to remove power and assets from Charter and relegate it to the periphery of the empire. On information and belief, these changes were motivated because the Oppenheimers and their partners (i) understood that Charter, like Cape, faced substantial financial exposure for asbestos-related liabilities in the United States, and (ii) were concerned those liabilities would also attach to Anglo and De Beers. *See, e.g.*, Charter 1980 Annual Report, at 34 (June 24, 1980) (reporting that Charter had been

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in the moneyed portion of [South African] society makes him a one-man aristocracy"); Flynn (1992) at 194 ("In the end the company became so worried about the extent of Anglo American's liabilities for deaths and injuries that they sold the mines, including Penge, to Barlow Rand, another company with strong connections to Harry Oppenheimer.").

[35] *Cape Website: Our History* (May 17, 2013), https://web.archive.org/web/20130517130040/http:/www.capeplc.com/about-cape/our-history.aspx.

[36] *Cape Website: Our Services, Insulation* (Oct. 20, 2012), https://web.archive.org/web/20121020173812/http://www.capeplc.com/services-and-markets/our-services/insulation.aspx.

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named a defendant in U.S. asbestos litigation "in its capacity as the holding company of" Cape and had been told that certain U.S. corporations would seek to hold Charter liable for their own liability).

107. The Oppenheimers' Transfer of Shares. For example, beginning in the late 1970s, the Oppenheimer family began to substantially sell or otherwise divest their direct financial interests in Charter. *See, e.g.*, Charter 1977 Annual Report, at 47 (June 9, 1977) (indicating decrease in direct interest of Harry Oppenheimer); Charter 1983 Annual Report, at 41 (June 21, 1983) (indicating "nil" interest of the two listed Oppenheimers by April 1982).

108. Minorco's Rise. Around 1980—*i.e.*, soon after Cape's sale of asbestos mines—the Minerals and Resources Corporation ("Minorco") "over[took] Charter as the group's overseas flagship." Pallister (1988) at 122; *see also* Donald G. McNeil Jr., *A Diamond Cartel May Be Forever; The Hereditary Leader of De Beers Pursues Post-Apartheid Growth*, N.Y. Times, Jan. 12, 1999 [hereinafter, "McNeil Article"] (reporting that Minorco had been created previously to evade anti-Apartheid sanctions).[37]

109. Charter's Fall. As part of that pivot to Minorco, there was a "divestiture by Charter of its strategic holdings in Anglo American, De Beers and Anglo American Investment Trust," which was a "very major step" in reorganizing the amalgamated Oppenheimer business empire and reducing (but not eliminating) Anglo's "interference" with Charter. *See* A.J.W. Owston Tr. 67 (Aug. 22, 1984). As part of this divestiture, Charter "disposed of nearly all [its] investments in South Africa and adjoining territories," which involved a "major restructuring" that Charter

[37] *Available at* https://www.nytimes.com/1999/01/12/business/international-business-diamond-cartel-may-be-forever-hereditary-leader-de-beers.html.

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acknowledged "substantially changed" its "assets and business interests." Charter 1980 Annual Report, at 5, 9 (June 24, 1980). Although Charter was purported to have received "a substantial amount of cash" from that sale, proceeds were used to repay debt and acquire Minorco shares. *See id.* at 5–6.

110. Charter's Exile. Due to these restructurings, Anglo stopped acknowledging Charter as a material part of the Oppenheimer business empire—as it had been effectively replaced by Minorco. *Compare* Anglo 1977 Annual Report, at 3 (Mar. 25, 1977) (organizational chart portraying Charter on equal footing to Anglo and De Beers), *with* Anglo 1983 Annual Report, at 5 (June 28, 1983) (updated organizational chart making no reference to Charter at all). By the end of the 1980s, the Oppenheimers had stopped serving on the Charter board of directors all together, after unwinding themselves from Charter's assets and associated liabilities. *See* Charter 1989 Annual Report, at 46 (June 10, 1989) (no Oppenheimer listed for the Charter board of directors).

111. A Weakened Charter. For its part, after disposing of its South African investments, Charter touted a renewed focused on its operating subsidiaries in the United Kingdom, rather than acting primarily as a holding company for Oppenheimer business interests. *See, e.g.*, Charter 1986 Annual Report, at 2 (July 3, 1986) ("Charter has undergone a major change in recent years. The business has been extensively reshaped and much of the capital employed is now in operating companies."). However, without the backing of Anglo as a corporate patron, and with Cape no longer directly engaged with its main historical business—*i.e.,* mining and selling asbestos—both Charter and Cape were unable to achieve growth and profitability comparable to what they enjoyed in decades earlier as part of the Oppenheimer business empire.

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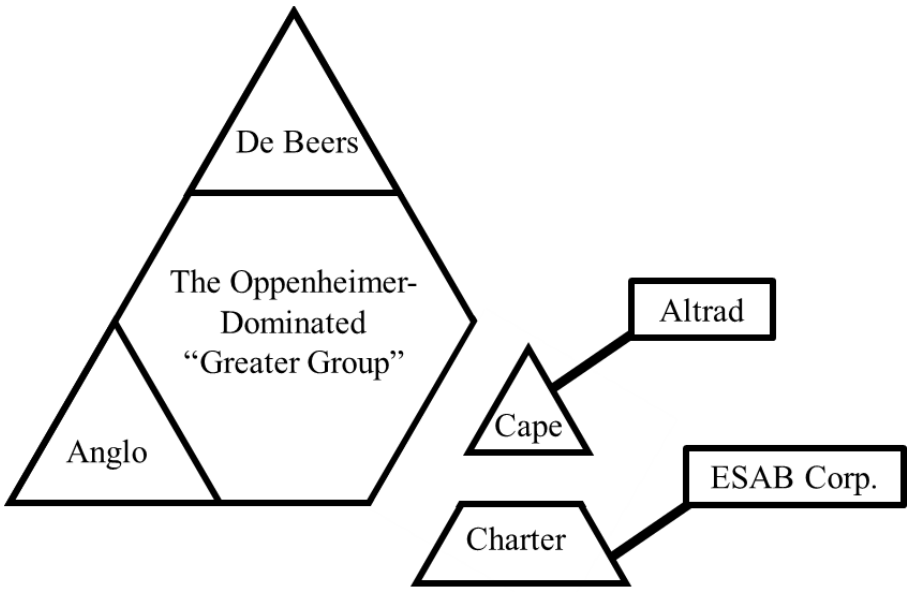
VI. In Subsequent Years, There Have Been Changes to Third-Party Defendants.

112. Changes to the Former Asbestos-Mining Empire. Following Cape's escape from the United States, it changed its name and organization, and so did its affiliated companies and other actors that were part of the Cape liability-avoidance scheme. Certain of those entities and persons are named as Third-Party Defendants in this action, including as successors in interest and beneficiaries of Cape's liability-avoidance scheme, co-responsible for Cape's tortious conduct.



113. Changes to Cape. Since the 1970s, Cape Asbestos Company Ltd. has undergone several changes to its organization, including (i) changing its name to Cape Industries Ltd. in 1974 (*i.e.*, removing "Asbestos" from its name, soon after the onset of asbestos products-liability litigation); (ii) re-registering as a public company and changing its name to Cape Industries PLC in 1981; (iii) shortening its name to Cape PLC in 1989; (iv) changing its name to Cape Intermediate Holdings PLC in 2011; and (v) re-registering as a private company to become Cape Intermediate Holdings Ltd. in 2013. And as of 2016, Cape Holdco Ltd. (controlled by Cape Industrial Services

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Group Ltd.) and The Law Debenture Corporation PLC were registered as Persons with Significant Control of Cape.

114. Unmet Responsibilities. Although Cape in the prior decades had entered into certain agreements to compensate for illness and death resulting overseas from its products (such as entering into a "Scheme of Arrangement" with former employees in 2006), Cape has done **nothing** about its massive unpaid responsibility for the death and illness caused by its asbestos products in South Carolina and elsewhere in the United States.

115. Other Responsible Cape Entities. In addition, on information and belief, Cape has sold off certain subsidiaries or affiliates that were a part of Cape's unlawful liability-avoidance scheme, but which have yet to be identified. Accordingly, the Receiver reserves the right to name those entities and/or their successors in interest as Additional Third-Party Defendants.

116. Altrad's Acquisition and Subsequent Ownership of Cape. On or around October 9, 2017, Altrad Investment Authority S.A.S. (a French company), through Altrad UK Ltd. (controlling Cape UK Holdings Newco Ltd.), acquired and has since controlled Cape. Those entities are owned and controlled by the multinational Altrad Group, which has renamed certain Cape entities as well, including Altrad Services Ltd. (f/k/a Cape Industrial Services Ltd.).

117. Altrad's U.S. Subsidiaries. In addition, the Altrad Group acquired Sparrows Offshore Group Ltd. in 2022, which established the Altrad Group's presence in the United States through its (i) operations in the southern United States, and (ii) ownership of U.S.-registered entities,

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including Hawk BidCo US Inc., Arranco US, LLC, Sparrows Offshore, LLC, and the Sparrows Group, LLC.[38]

118. Altrad's Owner. The Altrad Group—and thus Cape—is controlled by its French–Syrian President and Founder, Mohed Altrad, a/k/a the "Scaffolding King." *See* Altrad 2022 Annual Report, at 36 (Feb. 9, 2023);[39] *see also* Gaspard Sebag & Tara Patel, *Billionaire Scaffolding 'King' Guilty of Bribing Rugby Boss*, Bloomberg (Dec. 13, 2022) (reporting Mr. Altrad's recent corruption conviction, punished with an 18-month suspended jail term and €50,000 fine).[40]

119. Altrad Third-Party Defendants. Ultimately, each of the entities identified in paragraphs 113, 116, and 117, with Mohed Altrad, are either successors in interest to Cape and its numerous subsidiary and affiliated entities, or beneficiaries from Cape's liability-avoidance scheme, or both, and are collectively referred to as the "Altrad Third-Party Defendants."

ALTRAD AND CAPE-AFFILIATED ENTITIES ("ALTRAD THIRD-PARTY DEFENDANTS")		
Cape Subsidiaries / Control: • Cape Holdco Ltd. • The Law Debenture Corp. PLC • Cape UK Holdings NewCo Ltd. • Cape Indus. Servs. Grp. Ltd. • Altrad Servs. Ltd. (f/k/a Cape Indus. Servs. Ltd.)	Altrad Ownership: • Mohed Altrad • Altrad Inv. Auth. S.A.S • Altrad UK Ltd.	United States Subsidiaries: • Sparrows Offshore Grp. Ltd. • Hawk Bidco US Inc. • Arranco US, LLC • Sparrows Offshore, LLC • The Sparrows Grp., LLC

[38] *See, e.g.*, *Altrad Completes Acquisition of Engineering and Maintenance Specialist Sparrows Group*, Altrad (July 12, 2022), https://www.altrad.com/en/newsreader/altrad-completes-acquisition-of-engineering-and-maintenance-specialist-sparrows-group.html; *Sparrows Website: Global Locations*, https://www.sparrowsgroup.com/global-locations.

[39] *Available at* https://newsmanager.altrad.com/files/altrad-group/news/2023/02/09_annual-report-2022/annual-report_2022_en_double_br-min.pdf.

[40] *Available at* https://www.bloomberg.com/news/articles/2022-12-13/scaffolding-billionaire-convicted-of-corruption-over-sponsorship#xj4y7vzkg.

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120. Involvement of Affiliated Oppenheimer Businesses. At all times relevant to Cape's business in the United States and its perpetuation of the liability-avoidance scheme, Cape was owned, controlled, operated by, and dominated in furtherance of and in concert with Oppenheimer business interests in South Africa, the United Kingdom, and elsewhere—to those entities' substantial financial benefit.

121. Oppenheimer Third-Party Defendants. Those dominating, conspiring, facilitating, or otherwise financially benefiting entities include Anglo American Corporation of South Africa Ltd. (as predecessor in interest to Anglo American PLC) and De Beers PLC, De Beers Centenary AG, De Beers Consolidated Mines Ltd., De Beers S.A., De Beers UK Ltd., and De Beers Jewellers Ltd. Those entities currently have presence, operations, and business in the United States, including in South Carolina, through De Beers Jewellers US, Inc., Anglo American US Holdings Inc., Element Six US Corp., Element Six Technologies US Corp., Element Six Technologies (OR) Corp., First Mode Holdings, Inc., Platinum Guild International (U.S.A.) Jewelry Inc., Lightbox Jewelry Inc., Forevermark US Inc., and Anglo American Crop Nutrients (U.S.A.), LLC. All of these companies are collectively referred to as the "Oppenheimer Third-Party Defendants," with Anglo American PLC acting as ultimate parent company for each. *See, e.g.*, Anglo 2022 Annual Report, at 283 (Feb. 22, 2023).[41]

[41] *Available at* https://www.angloamerican.com/~/media/Files/A/Anglo-American-Group-v5/PLC/investors/annual-reporting/2022/aa-annual-report-full-2022.pdf. In 1998, Anglo American Corporation of South Africa Ltd. moved its headquarters to London and re-registered as Anglo American PLC, which involved complex changes to its corporate structure that included absorbing Minorco and moving assets out of South Africa (thereby mitigating the risk of post-Apartheid nationalization). *See* McNeil Article. In November 2011, moreover, the Oppenheimer family sold its direct stake in the De Beers Group to Anglo American PLC for $5.1 billion, while (on information and belief) retaining indirect ownership through other entities. *See, e.g.*, Mark Scott, *Anglo American in Deal to Take Control of De Beers*, N.Y. Times, Nov. 4, 2011.

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122. Increased U.S. Activities. Since closing NAAC and implementing their liability-avoidance scheme, the Oppenheimer Third-Party Defendants have increased their business activities in the United States, with certain of them using courts in the United States to enforce trademarks or other valuable rights, including under the De Beers name.[42]

ANGLO AMERICAN PLC ("OPPENHEIMER THIRD-PARTY DEFENDANTS")	
"De Beers Group" Subsidiaries: • De Beers PLC • De Beers Centenary AG • De Beers Consol. Mines Ltd. • De Beers S.A. • De Beers UK Ltd. • De Beers Jewellers Ltd.	United States Subsidiaries: • De Beers Jewellers US, Inc. • Anglo Am. US Holdings Inc. • Element Six US Corp. • Element Six Techs. US Corp. • Element Six Techs. (OR) Corp. • First Mode Holdings, Inc. • Platinum Guild Int'l (U.S.A.) Jewelry Inc. • Lightbox Jewelry Inc. • Forevermark US Inc. • Anglo Am. Crop Nutrients (U.S.A.), LLC

123. Changes to Charter. In 1993, after the broader Oppenheimer empire had demoted Charter's role in the business, Charter re-registered as a public company, becoming Charter PLC. In 1996, Charter sold its interest in Cape for approximately £48 million. In 2008, a new holding company, Charter International PLC, took over Charter PLC,[43] and then, effective January 13, 2012, Colfax Corporation ("Colfax") acquired Charter at a $2.4 billion valuation, with Charter enjoying minimal

[42] *See, e.g.*, *De Beers UK Ltd. v. Adwar Casting, Co., Ltd.*, No. 4:10-cv-00843, ECF No. 3 (W.D. Mo. Sept. 15, 2010) (corporate disclosure statement of plaintiff identifying De Beers UK Ltd. as a wholly owned subsidiary of De Beers Centenary AG); *De Beers Centenary AG v. John-Robert:Hasson*, No. 1:10-cv-23024, ECF No. 1 (S.D. Fla. Aug. 23, 2010) (action initiated by De Beers entity).

[43] *See Charter Website: History* (Dec. 12, 2008), https://web.archive.org/web/20081212114613/http://www.charter.ie/chtr_int/about/history/.

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debt on its balance sheet. *See* Colfax Corp. Form 8-K (Jan. 17, 2022);[44] Colfax Corp. Schedule 14A (Dec. 19, 2011).[45] In making that acquisition, Colfax disclosed Charter's exposure to asbestos-related lawsuits in the United States, but the companies (i) assessed it as not having "a material effect on Charter's financial position," (ii) dismissed any associated expenses as "negligible," and (iii) ultimately made no provision for Charter's asbestos liability. Colfax Corp. Schedule 14A (Dec. 19, 2011).

124. Charter Third-Party Defendants. By 2022, Colfax sold its interests in Charter's businesses, including, on information and belief, those associated with Cape-related liabilities—namely, ESAB Corporation. *See Enovis (Formerly Colfax) Completes Spin-Off of ESAB Corporation* (Apr. 5, 2022).[46] On information and belief, ESAB Corporation is currently the parent company of, as well as a successor in interest to, Charter Consolidated Ltd., along with Charter's subsidiary Central Mining & Investment Corporation Ltd., and each is collectively referred to as "Charter Third-Party Defendants."

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[44] *Available at* https://www.sec.gov/Archives/edgar/data/1420800/000134100412000060/cfx_8k.htm.

[45] *Available at* https://www.sec.gov/Archives/edgar/data/1420800/000114420411070464/v242942_defm14a.htm.

[46] *Available at* https://ir.enovis.com/news-releases/news-release-details/enovis-formerly-colfax-completes-spin-esab-corporation.

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FIRST CAUSE OF ACTION
UNJUST ENRICHMENT
(Against All Third-Party Defendants)

125. Third-Party Plaintiff incorporates by reference paragraphs 1 through 124 as though fully set forth herein.

126. Under the cause of action for unjust enrichment, a party can recover restitution as a remedy if the party shows: (i) that it conferred a non-gratuitous benefit on the defendant; (ii) that the defendant realized some value from the benefit; and (iii) that it would be inequitable for the defendant to retain the benefit without paying the plaintiff for its value.

127. Each of the Altrad Third-Party Defendants, the Charter Third-Party Defendants, and the Oppenheimer Third-Party Defendants, including their predecessors in interest, received a non-gratuitous benefit from Cape as a result of the liability-avoidance scheme described herein, including the domination of NAAC's risk-management decisions (resulting in the purchase of wholly inadequate insurance) and the extraction of massive cash payments and other assets to entities outside of the United States.

128. Each of the Altrad Third-Party Defendants, the Charter Third-Party Defendants, and the Oppenheimer Third-Party Defendants realized substantial monetary value from the non-gratuitous benefit described herein and above.

129. It would be inequitable for these Third-Party Defendants to retain any such benefit without paying the Receiver for its value.

130. The proper and appropriate remedy under the circumstances here is for the Court to exercise its equitable power and authority to require that each of the Altrad Third-Party Defendants, the Charter Third-Party Defendants, and the Oppenheimer Third-Party Defendants to

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return funds that have been wrongfully diverted from meeting obligations and responsibilities in the United States, in an amount to be proven at trial.

SECOND CAUSE OF ACTION
CONSTRUCTIVE TRUST
(Against All Third-Party Defendants)

131. Third-Party Plaintiff incorporates by reference paragraphs 1 through 130 as though fully set forth herein.

132. A constructive trust is a duty or relationship imposed by courts of equity to prevent the unjust enrichment of the holder of title to, or of an interest in, property which such holder acquired through fraud, breach of duty, or some other circumstance, making it inequitable for him to retain it against the claim of the beneficiary or the constructive trust. A constructive trust is a fiction of equity, brought into operation to prevent unjust enrichment through the breach of some duty or other wrongdoing. There is a common, indispensable element in the many types of situations out of which a constructive trust is deemed to arise—which is some fraud, breach of duty, or other wrongdoing by the holder of the property.

133. Each of the Altrad Third-Party Defendants, the Charter Third-Party Defendants, and the Oppenheimer Third-Party Defendants have taken possession of property—cash and other assets—which they should not have taken through the wrongful acts alleged herein.

134. The funds that they or their predecessors in interest have wrongfully diverted should have remained available to bodily-injury claimants in the United States, including in South Carolina, providing additional resources to meet Cape's obligations to the tens of thousands of individuals harmed.

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135. But for the false or misleading statements made by each of the Altrad Third-Party Defendants, the Charter Third-Party Defendants, and the Oppenheimer Third-Party Defendants, or their predecessors in interest, to hide the true nature of Cape's unethical business practices and the known harms associated with its asbestos products, the funds would and should have been accessible to third-party claimants.

136. The proper and appropriate remedy under the circumstances here is for the Court to exercise its equitable power and authority to require each of the Altrad Third-Party Defendants, the Charter Third-Party Defendants, and the Oppenheimer Third-Party Defendants to return funds that have been wrongfully diverted from meeting Cape's obligations and responsibilities in the United States, in an amount to be proven at trial.

THIRD CAUSE OF ACTION
ALTER EGO AND VEIL-PIERCING LIABILITY
(Against All Third-Party Defendants)

137. Third-Party Plaintiff incorporates by reference paragraphs 1 through 136 as though fully set forth herein.

138. South Carolina recognizes the imposition of liability under an "alter ego" theory based on a factual assessment of several factors, including: (i) common ownership; (ii) financial dependence; (iii) the degree of selection of executive personnel and failure to observe corporate formalities; and (iv) the degree of control over marketing and operational policies.

139. Likewise, under a veil-piercing theory, South Carolina recognizes attaching liability to a shareholder through a two-part test involving, first, an eight-factor analysis of the shareholder's relationship to the corporation and, second, proof of an element of injustice or fundamental unfairness if the acts of the corporation are not regarded as the acts of the equity owners. As part

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of the first step, the eight factors are: (i) whether the corporation was grossly undercapitalized; (ii) failure to observe corporate formalities; (iii) non-payment of dividends; (iv) insolvency of the debtor corporation at the time; (v) siphoning of funds of the corporation by the dominant stockholder; (vi) non-functioning of other officers, directors, or stockholders; (vii) absence of corporate records; and (viii) the fact that the corporation was merely a façade for the operations of the dominant stockholder. In turn, to prove fundamental unfairness, the plaintiff must establish that: (i) the defendant was aware of the plaintiff's claim against the corporation, and (ii) thereafter, the defendant acted in a self-serving manner with regard to the property of the corporation and in disregard of the plaintiff's claim in the property.

140. Numerous facts support the conclusion that, in furtherance of the ends of justice, the Court may exercise personal jurisdiction over Third-Party Defendants and impose liability on them for acts of Third-Party Plaintiff, which Third-Party Defendants are responsible for having dominated, controlled, facilitated, or benefited from, including, without limitation:

a. The sale and distribution of asbestos in the United States, including to facilities in South Carolina or in asbestos-containing products used in South Carolina;
b. The failure to follow corporate formalities between Third-Party Plaintiff and each of the Third-Party Defendants;
c. The common and intentionally obfuscated ownership interests of the Third-Party Defendants;
d. The financial, marketing, and operational dependence of Cape on those Third-Party Defendants;

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e. The domination and control of Third-Party Defendants over Cape's and NAAC's executive personnel and boards of directors, which caused, among other things, NAAC to fail to safeguard the interests of personal-injury claimants by placing adequate products-liability insurance;

f. The funneling of assets out of the United States to escape attachment by personal-injury claimants, and the resulting gross undercapitalization of NAAC in the United States;

g. The absence of, and intentional destruction of, corporate records related to the events described herein;

h. The establishment or use of Third-Party Plaintiff and NAAC as sham entities and a façade for the operations of Oppenheimer interests in South Africa and elsewhere, thereby misrepresenting the true origin of Cape's products (including Cape's use of child laborers), the grave health hazards associated with those products, and the ownership of Cape's business (including ownership by African oligarchs); and

i. The self-serving actions of Third-Party Defendants, despite their having knowledge that Cape's asbestos and asbestos-containing products would cause bodily injury to tens of thousands of individuals in the United States, including in South Carolina, and result in claims for reimbursement.

141. The damages alleged against Third-Party Plaintiff in the Asbestos Suits resulted from the actions of Third-Party Defendants or their predecessors in interest, which dominated, controlled, facilitated, or benefited from Cape's successful asbestos business and liability-avoidance scheme. Accordingly, the proper and appropriate remedy under the circumstances here is for the Court to

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declare that the Third-Party Defendants are alter egos of Third-Party Plaintiff and thereby liable to Third-Party Plaintiff and/or the Receiver for Asbestos Suits.

FOURTH CAUSE OF ACTION
ACCOUNTING
(Against All Third-Party Defendants)

142. Third-Party Plaintiff incorporates by reference paragraphs 1 through 141 as though fully set forth herein.

143. South Carolina recognizes the equitable action for an accounting, which implies that a defendant is responsible to the plaintiff for money or property as the result of a contract or some other fiduciary relationship. Accounting is particularly appropriate where there is a need for discovery. *See Consignment Sales, LLC v. Tucker Oil Co.*, 391 S.C. 266, 273 (S.C. Ct. App. 2010); *Rogers v. Salisbury Brick Corp.*, 299 S.C. 141, 145–46 (1989).

144. As alleged herein, this lawsuit involves an international, decades long scheme designed to profit from the sale of harmful asbestos fiber into the United States, including for use in South Carolina.

145. That scheme was intentionally designed to obfuscate the relationships between numerous, large corporations, and its direct purpose was to frustrate creditors and avoid liability, while retaining untold millions of dollars siphoned to foreign entities and individuals.

146. Given this long, complex history, a full accounting of each of the Third-Party Defendants, including for any records related to the allegations herein, is appropriate for the purpose of discovery.

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PRAYER FOR RELIEF

WHEREFORE, Third-Party Plaintiff, by and through its duly appointed Receiver, demands judgment against Third-Party Defendants as follows:

A. For the Court to exercise its equitable power and authority against the Third-Party Defendants as requested herein;

B. For a full accounting of each of the Third-Party Defendants' records and other information related to the allegations herein, including the extent to which each of the Third-Party Defendants has financially benefited from the liability-avoidance scheme; and

C. For such other and further relief as the Court may deem just and proper, including pre-judgment and post-judgment interest as provided by South Carolina law.[47]

[Signature block on following page]

[47] This third-party action does not include or otherwise involve any claim arising under the Constitution, laws, or treaties of the United States, nor does this third-party action involve the vindication of any federal rights.

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Dated: June 30, 2023
Columbia, South Carolina

GALLIVAN, WHITE & BOYD, P.A.

By: /s/ John T. Lay, Jr.
John T. Lay, Jr., SC Bar No. 64526
Gray T. Culbreath, SC Bar No. 11907
Lindsay A. Joyner, SC Bar No. 77437
Laura W. Jordan, SC Bar No. 100374
Eleanor L. Jones, SC Bar No. 104678
1201 Main Street, Suite 1200
PO Box 7368 (29202)
Columbia, SC 29201
jlay@gwblawfirm.com
gculbreath@gwblawfirm.com
ljoyner@gwblawfirm.com
ljordan@gwblawfirm.com
ejones@gwblawfirm.com
(803) 779-1833

Jonathan M. Robinson
Shanon N. Peake
SMITH | ROBINSON, LLC
2530 Devine Street, Third Floor
Columbia, SC 29205
jon@smithrobinsonlaw.com
shanonp@smithrobinsonlaw.com
(803) 254-5445

G. Murrell Smith, Jr.
SMITH | ROBINSON, LLC
PO Box 580
Sumter, SC 29151-0580
murrell@smithrobinsonlaw.com
(803) 778-2471

Troy S. Brown (*pro hac vice forthcoming)*
Dana E. Becker (*pro hac vice forthcoming)*
MORGAN, LEWIS & BOCKIUS LLP
1701 Market Street
Philadelphia, PA 19103
troy.brown@morganlewis.com
dana.becker@morganlewis.com
(215) 963-5000

Brady Edwards (*pro hac vice forthcoming)*

Robert W. Jacques (*pro hac vice forthcoming)*
MORGAN, LEWIS & BOCKIUS LLP
1111 Pennsylvania Avenue NW
Washington, DC 20004
brady.edwards@morganlewis.com
robert.jacques@morganlewis.com
(202) 739-3000

Paul A. Scrudato (*pro hac vice forthcoming)*
MORGAN, LEWIS & BOCKIUS LLP
101 Park Avenue
New York, NY 10178
paul.scrudato@morganlewis.com
(212) 309-6000

Attorneys for Third-Party Plaintiff

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STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)))	IN THE COURT OF COMMON PLEAS FOR THE FIFTH JUDICIAL CIRCUIT
JOHN A. TIBBS and MARGARET B. TIBBS, Plaintiffs, v. 3M COMPANY, *et al.*, Defendants. **********	))))))))))	Civil Action No. 2023-CP-40-01759 In Re: Asbestos Personal Injury Litigation Coordinated Docket
CAPE PLC, individually and as successor in interest to CAPE ASBESTOS COMPANY LIMITED, by and through its duly appointed Receiver Peter D. Protopapas, Third-Party Plaintiff, v. ANGLO AMERICAN PLCS, *et al.*, Third-Party Defendants.	)))))))))))))	**THIRD-PARTY DEFENDANTS MOHED ALTRAD AND ALTRAD INVESTMENT AUTHORITY SAS'S MOTION TO DISSOLVE THE CAPE PLC "RECEIVERSHIP"**

Subject to and without waiving their earlier filed objections to personal jurisdiction in South Carolina, Third-Party Defendants Mohed Altrad ("Mr. Altrad") and Altrad Investment Authority SAS ("AIA") (collectively, "the Altrad Defendants[1]") move to dissolve the purported receivership of Peter D. Protopapas ("Receiver") over

[1] For the sake of clarity, Sparrows Offshore Group, Ltd and The Sparrows Group, LLC, which are both named in the Third-Party Complaint and are included in the group labeled "Altrad Defendants," are separate and unrelated entities with no affiliation or association with these Altrad Defendants and are, therefore, not included, in any respect, to the arguments of the "Altrad Defendants" referenced herein.

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"Cape PLC, individually and as successor in interest to Cape Asbestos Company Limited," which was created by a March 17, 2023 Order entered in a separate lawsuit to which the Altrad Defendants were not a party, *Park v. Armstrong International, Inc.*, Case No. 2021-CP-40-02727 ("*Park* Lawsuit"). Since they were not parties to the *Park* Lawsuit, the Altrad Defendants had no notice or opportunity to oppose or appeal the *Park* Order Appointing Receiver. This motion presents their first opportunity to do so.

By filing this motion, the Altrad Defendants do not waive, but instead specifically preserve, their objection to personal jurisdiction in South Carolina, for the reasons explained in the Rule 12(b)(2) motion filed prior to this motion and incorporated in full by reference. The Altrad Defendants specifically request that the Court rule on their motions to dismiss for lack of personal jurisdiction before addressing any of the arguments raised in the present motion to dissolve the receivership, all of which are asserted in the strict alternative to the Altrad Defendants' personal jurisdiction objections.

GROUNDS FOR DISSOLVING THE PUTATIVE RECEIVERSHIP

The Court must dissolve the receivership for at least the following reasons, which are based on information reflected on the public dockets of this Court, or publicly available information that Mr. Park or the Receiver could have located by exercising a modicum of reasonable diligence:

1. Nothing in the record suggests that Cape PLC, a Jersey company with registration number 108031, was lawfully served in the *Park* Lawsuit. While the *Park* Motion to Appoint Receiver falsely represented to the Court that "Cape PLC" is a

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company "organized and existing under the laws of the United Kingdom, with its principal place of business in England," no U.K. entity by the name of Cape PLC existed at the time of the appointment of the Receiver, and no such entity exists today, as any free online search of the U.K. Companies House website would reveal: https://www.gov.uk/get-information-about-a-company. Consequently, Mr. Protopapas was appointed as a Receiver over a U.K. company that does not exist.

2. Cape PLC, a Jersey company, was not lawfully served with either the summons and complaint or with the Motion to Appoint Receiver (in violation of South Carolina Code § 15-65-20).

3. Park's counsel attached no proof of service to his Motion to Appoint Receiver showing lawful service on Cape PLC. In fact, despite the motion representing to the Court that the proof of service was attached as Exhibit A, in fact it was not.

4. On August 21, 2023, other Third-Party Defendants filed a Motion to Dissolve the Receivership. Their arguments included the lack of proof of service of either the *Park* Complaint or the Motion to Appoint Receiver upon Cape PLC.

5. On August 28, 2023 – more than fifteen months after this Court was told the *Park* matter was "fully resolved" – counsel for Mr. Park filed a "Notice of Filing of Ommitted (sic) Exhibit," attaching an Affirmation of Andrew Morgan regarding his claimed service of the First Amended Summons – not the First Amended Complaint, just the First Amended Summons – on "Cape PLC," an entity "that carries Companies House Reference Number 00040203." *See* Exhibit 1. However, as stated by Rule 4, SCRCP, "[t]he summons and complaint must be served together." Because Mr.

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Morgan avers that he only served the First Amended Summons, and because Mr. Morgan attaches no exhibit showing that he served both the summons and complaint, the purported service described in Mr. Morgan's Affirmation was ineffective.

6. This "Ommitted (sic) Exhibit" does nothing to cure the defects related to service.

7. The Motion to Appoint Receiver represents that Cape "fail[ed] to respond to the **Second** Amended Summons in this action, properly served pursuant to Article 10 of the Hague Convention on March 8, 2022, *See* Exhibit A." (emphasis added); Exhibit 2 at 5. The document filed by Mr. Park on August 28, 2023, does not aver to service of a **Second** Amended Summons on March 8, 2022; on the contrary, it avers to service of a **First** Amended Summons on December 14, 2021. At best it indicates service of the **First** Amended Summons on the UK entity with Companies House Reference Number 00040203. *Id.* Moreover, it does not allege that this occurred in March 2022, it alleges that the mailing occurred "[o]n 14 December 2021" and that under "CPR Part 6.26, proceedings sent by First Class Royal Mail post to an address within the jurisdiction are deemed to have been served on "*the second day after it was posted, left with, delivered to or collected by the relevant service provider …"* Exhibit 1 at 3-4 (emphasis in original). This would make service of that **First** Amended Summons on December 16, 2021.

8. Thus, the *Park* Motion to Appoint Receiver falsely told this Court that a U.K. company named Cape PLC was served with the Second Amended Summons on March 8, 2022, when in fact (1) there is no U.K. company named Cape PLC that is currently in existence, (2) the purported service was of the First Amended Summons,

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and (3) the purported service of the First Amended Summons allegedly occurred on December 16, 2021.

9. As of the date of this filing – more than fifteen months after the *Park* Lawsuit was declared "fully resolved" by Mr. Park's counsel and more than 5 months after the Order Appointing Receiver based upon this representation – there is still no proof of service of the **Second** Amended Summons and Second Amended Complaint on Cape PLC, as required by Rule 4, SCRCP.[2]

10. Neither the *Park* Motion to Appoint Receiver, nor the *Park* Order Appointing Receiver, made any reference to Cape Intermediate Holdings Limited, which is the current name of the U.K. entity "that carries Companies House Reference Number 00040203," as Mr. Morgan admits in paragraph 4 of his Affirmation. Even if there was some evidence that Cape Intermediate Holdings Limited ("CIHL") had been served with the Motion to Appoint Receiver (there is not), because CIHL was not referenced by name in the *Park* Motion to Appoint Receiver, there was no way for it have notice that its property was the subject of the Motion to Appoint Receiver, in violation of South Carolina Code § 15-65-20. Further, because CIHL was not referenced by name in the *Park* Order Appointing Receiver, it was

[2] For convenience, the docket for the *Park* Lawsuit shows the following timeline of relevant events:

6/4/2021	*Park* Original Complaint filed
11/17/2021	*Park* First Amended Complaint filed, adding Cape PLC and Cape Intermediate Holdings Limited as defendants
12/14/2021	First Amended Summons allegedly deposited in mail in U.K. for service on Cape PLC (effective service 12/16/2021)
12/23/2021	*Park* Second Amended Complaint filed

See, Exhibit 3.

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ineffective to create a receivership over CIHL, which the public record and Mr. Morgan's Affirmation clearly show is the current name of U.K. entity number 0040203 – the entity originally known as Cape Asbestos Company Limited. Consequently, the *Park* Order Appointing Receiver did not lawfully create a receivership over Cape PLC, the Jersey company, or Cape Intermediate Holdings Limited, the U.K. company.

11. The Court did not perform any of the steps legally necessary to appoint a receiver over Cape PLC for purposes of the *Park* Lawsuit, including by confirming lawful service of process in the *Park* Lawsuit, entering default against Cape PLC, granting a default judgment against Cape PLC, and entering judgment against Cape PLC purporting to reflect a liquidated sum of damages due to the *Park* plaintiffs based on a sufficient factual showing.

12. Nor could there ever be an entry of default as to Cape PLC or CIHL because the First Amended Complaint was superseded by the Second Amended Complaint before the deadline to file a responsive pleading expired, and there is no proof of service that either entity was ever served with the Second Amended Complaint, which would have restarted the responsive pleading clock as to that operative pleading. In other words, with respect to Cape PLC and CIHL, there was no default as to the First Amended Complaint because it was superseded before the responsive pleading deadline expired, and there was no default as to the Second Amended Complaint because there is no filed proof of service showing that the Second Amended Complaint was ever served on either entity.

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13. Park's counsel procured the Order Appointing Receiver in the *Park* Lawsuit based on additional incorrect representations to this Court, including that: (a) Cape PLC is "dissolved," (b) Cape PLC has "forfeited its charter," (c) Cape PLC was lawfully served with the Second Amended Summons in the *Park* Lawsuit, (d) Cape PLC is a U.K. company, and (e) Cape PLC is the successor-in-interest to the Cape Asbestos Company Limited. None of these contentions, which were alleged in the Motion to Appoint Receiver, and which were reflected in the Order Appointing Receiver, were true, as any reasonably diligent review of the public record would have revealed.

14. The Jersey company presently known as Cape PLC is **not** the successor-in-interest to the U.K. company Cape Asbestos Company Limited, as any reasonably diligent review of the public record would have revealed. There was no U.K. company known as Cape PLC at the time of the *Park* Motion to Appoint Receiver, and there is no U.K. company known as Cape PLC today. Indeed, Paragraph 4 of the Affirmation of Mr. Morgan admits that U.K. entity number 00040203 – the entity originally incorporated in the U.K. as Cape Asbestos Company Limited – now bears the name Cape Intermediate Holdings Limited, not Cape PLC. Yet neither the *Park* Motion to Appoint Receiver, nor the *Park* Order Appointing Receiver, purported to seek or create a receivership over Cape Intermediate Holdings Limited.

15. The remaining objections listed below are subject to the threshold objections above that Cape PLC was not properly served and is not the successor-in-interest to Cape Asbestos Company Limited. The Order Appointing Receiver in the *Park* Litigation is unconstitutional and unlawful because the Court does not have,

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and made no finding that it has, personal jurisdiction over the purported target of the receivership – Cape PLC.

16. The Order Appointing Receiver in the *Park* Litigation is unlawful for the additional and independent reason that, as stated by the South Carolina Supreme Court, "an adjudication of a receivership is a harsh and drastic remedy, one to be granted only with great caution." *Penn Mut. Life Ins. Co. v. Cudd*, 172 S.C. 88, 91, 172 S.E. 787, 788 (1934). Principles of equity did not and do not support the appointment of a receiver over a foreign company incorporated in Jersey (a) that is not dissolved and is a going concern, (b) with no assets in South Carolina, (c) based on a single purported default, (d) in a lawsuit in which it was not served with process, and (e) without any adjudication or allocation of liability, or entry of default judgment, in the *Park* Litigation where the receivership was created.

17. There is no justiciable controversy, and the Court has no jurisdiction to issue the advisory opinion sought by the Receiver, because the *Park* Lawsuit was "completely resolved" prior to the filing of the Motion to Appoint Receiver, without any finding of liability as to Cape PLC or CIHL. Thus, Mr. Park lacked standing to even seek the appointment of a receiver, as he was not and is not a judgment creditor of Cape PLC.

18. There is no justiciable controversy, and the Court has no jurisdiction to issue the advisory opinion sought by the Receiver, because Park's counsel filed the Motion to Appoint Receiver to advance the plaintiffs' position in unrelated asbestos cases rather than advance the interests of the clients in the *Park* Lawsuit.

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19. There is no justiciable controversy, and the Court has no jurisdiction to issue the advisory opinion sought by the Receiver, because the Receiver appointed in the *Park* Lawsuit does not and cannot purport to seek relief on behalf of the Park family.

20. The Receiver, who allegedly stands in the shoes of Cape PLC as its court-appointed representative and must impartially *defend* its interests, does not have standing to pursue claims that *maximize* liability for Cape PLC in an effort to pass along those manufactured liabilities to third parties via derivative alter ego / veil piercing claims. *See Powell v. Bank of Am.*, 379 S.C. 437, 445, 665 S.E.2d 237, 241 (Ct. App. 2008) (finding no standing and rejecting "the idea that one party may acquire standing by asserting the interest of an adverse party").

21. The Order Appointing Receiver, based on its plain language and pursuant to South Carolina law, is limited to the *Park* Lawsuit and does not lawfully authorize the Receiver to take actions in any other lawsuit, including the present *Tibbs* Lawsuit.

22. The Order Appointing Receiver, based on its plain language and pursuant to South Carolina law, does not authorize the Receiver to file lawsuits on behalf of a foreign company against other foreign and out-of-state companies, whether in the *Park* Lawsuit or the present *Tibbs* Lawsuit. As explained by the South Carolina Supreme Court, "[t]he power of a receiver only extends to the boundaries of the territorial jurisdiction of the court appointing him." *Pollock v. B. & L. Ass'n*, 48 S.C. 65, 74, 25 S.E. 977, 980 (1896).

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23. The Order Appointing Receiver is unlawful because it purports to give the Receiver "the power and authority fully [sic] administer all assets of Cape," when S.C. Code § 15-65-10(4) limits a South Carolina receivership "in like cases, of the property within this State of foreign corporations." The reference to "like cases" regarding foreign corporations is a clear limitation on a receiver's power only where a South Carolina court has *in rem* jurisdiction. On its face, the statute only allows a South Carolina court to appoint a receiver over the assets of a foreign corporation that are found "within this State."

24. The Order Appointing Receiver is unlawful to the extent based on S.C. Code § 15-65-10(4), because public records show that Cape PLC is not dissolved, not insolvent, and not in imminent danger of insolvency. It has not forfeited its corporate rights in its jurisdiction of incorporation, Jersey, and it never had corporate rights to forfeit in South Carolina, including because South Carolina has no personal jurisdiction over Cape PLC. The same is true as to CIHL, which is not dissolved or insolvent and which is an active company in the U.K.

25. The Order Appointing Receiver is unlawful to the extent based on S.C. Code § 15-65-10(4), because that statute does not allow a South Carolina court to create a receivership over a foreign corporation that does not have any property in the state and has not had any judgment entered against it.

26. The Order Appointing Receiver is unlawful to the extent based on S.C. Code § 15-65-10(5), because the appointment of a South Carolina receiver over an active Jersey company that was first incorporated in 2011 – decades after the alleged

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events identified as the "fraud warranting appointment of a receiver" – is not consistent with "existing practice" in South Carolina.

27. The Order Appointing Receiver does not and cannot apply outside the *Park* Lawsuit and does not and cannot authorize the Receiver to assert claims in other lawsuits, including the present *Tibbs* Lawsuit.

28. The Receiver does not have authority to pursue claims through the vehicle of a third-party complaint under Rule 14, SCRCP, in the *Tibbs* Lawsuit because that procedural vehicle only allows for derivative liability for claims adjudicated in the primary action, *i.e.* the Tibbs' underlying asbestos exposure claims against the primary defendants. Only a receiver appointed under S.C. Code §§ 15-65-10(2) or 15-65-10(3) "[a]fter judgment" has authority to pursue such derivative claims. The Receiver in the *Park* Lawsuit was appointed under §§ 15-65-10(4) and 15-65-10(5), so he is ineligible to pursue derivative claims through a third-party complaint filed in a different lawsuit.

29. The Order Appointing Receiver was not entered in the *Tibbs* Lawsuit, which violated the due process rights of all third-party defendants in the *Tibbs* Lawsuit who were stripped of the ability to oppose or appeal that order in a separate lawsuit to which they were not parties.

30. Cape PLC, a Jersey company, was not lawfully served in the *Tibbs* Lawsuit. Cape PLC was not lawfully served with the summons and complaint in the *Tibbs* Lawsuit, nor was it lawfully served with any Motion to Appoint Receiver in the *Tibbs* Lawsuit, in violation of S.C. Code § 15-65-20. Footnote 13 of the *Park* Motion to Appoint Receiver claims that "Plaintiffs have placed into the hands of DHL, an

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international carrier, a copy of this motion and its exhibits, for delivery to the same address at which service was perfected." However, there is no proof of service in the record to substantiate the alleged service of the Motion to Appoint Receiver on Cape PLC. Further, even assuming the accuracy of Footnote 13, the alleged "address at which service was perfected" was not in Jersey, as reflected in the Affirmation of Mr. Morgan.

31. There is no proof of service in the record that CIHL was ever served with any Motion to Appoint Receiver, in the *Park* Lawsuit, in the *Tibbs* Lawsuit, or in any other lawsuit filed in South Carolina, in violation of S.C. Code § 15-65-20. Nor is there even a representation to the Court in the *Park* Motion to Appoint Receiver that CIHL was served with the motion. On the contrary, the motion only claims that "Plaintiffs, concurrently herewith, have provided copies of this motion to Cape PLC." Since Mr. Park's own filing admits that CIHL was not served with the Motion to Appoint Receiver, and since the Motion and the Order contain no reference CIHL, no receivership was lawfully created as to that entity.

32. The Order Appointing Receiver must be dissolved for purposes of the *Tibbs* Lawsuit because CIHL — the company originally known as Cape Asbestos Company Limited — is not named as a primary defendant by the Tibbs family. Thus, even if this Court had appointed a Receiver over CIHL, that Receiver could not assert Third-Party claims in the *Tibbs* Lawsuit because CIHL is not a primary defendant in the *Tibbs* Lawsuit. A party who is not a primary defendant has no primary liability to pass along to third-party defendants. CIHL in fact has no legal standing to assert any claims in the *Tibbs* Lawsuit.

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33. The Order Appointing Receiver violates the South Carolina receivership statute, which does not authorize receiverships over foreign companies over which the South Carolina courts have no jurisdiction, does not authorize receiverships over foreign companies with no property in South Carolina, and does not authorize receivers to file lawsuits on behalf of foreign corporations.

34. The Order Appointing Receiver is unlawful and violates principles of international comity because it purports to interfere with the pre-existing exclusive jurisdiction of the U.K. courts, which previously exercised jurisdiction over the assets of the entity previously known as Cape Asbestos Company Limited in 2006, as described in the Scheme of Arrangement summarized in Note 32 of Cape PLC's Annual Report 2022, which is available to the public for download from the Jersey companies website.

35. The Order Appointing Receiver is unlawful and violates principles of international comity because it purports to interfere with the pre-existing exclusive jurisdiction of the Jersey courts to exercise oversight and management over the internal affairs of a Jersey company. Similarly, as to CIHL, the U.K. courts have pre-existing exclusive jurisdiction regarding the oversight and management of the internal affairs of a U.K. company.

36. The Receiver is acting *ultra vires* in the *Tibbs* Lawsuit, has incurable conflicts of interest, and has violated the express terms of the Order Appointing Receiver because he has not taken "any and all steps necessary to protect the interests of Cape whatever they may be," but instead is acting to expand the liabilities

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of Cape through a receivership that is wholly controlled by the same plaintiff's attorneys asserting claims adverse to Cape.

37. The Receiver is acting *ultra vires* in the *Tibbs* Lawsuit, has incurable conflicts of interest, and is incapable of acting as a receiver, because Mr. Protopapas is not "entirely impartial," but instead is acting as "one of the agents of the plaintiff, actively pressing its claims against the defendant." *Va.-Carolina Chem. Co. v. Hunter*, 84 S.C. 214, 224, 66 S.E. 177, 180 (1909) (setting aside receivership order). As stated by the South Carolina Supreme Court, "[n]o special fitness or peculiar circumstances are shown which might justify the appointment of one so closely connected with one of the parties in interest." *Id.* The Supreme Court has warned more than once that appointing "an agent of a creditor of the debtor, who had been placed in receivership," is improper. *Penn Mut. Life Ins. Co. v. Cudd*, 172 S.C. 88, 92, 172 S.E. 787, 789 (1934). The Third-Party Complaint amply demonstrates that Mr. Protopapas is merely an agent for the plaintiff's asbestos bar in South Carolina. He seeks to *impair* Cape PLC's rights for the benefit of unspecified nonparty asbestos claimants in this and other lawsuits *against* Cape PLC, and whose claims the receiver has no right to assert.

38. The Order Appointing Receiver violates *inter alia* the Dormant Commerce Clause, the Foreign Commerce Clause, the Taking Clause, the Due Process Clause, the Excessive Fines Clause, the Equal Protection Clause, and the Supremacy Clause of the U.S. Constitution.

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BACKGROUND

In *Park v. Armstrong International, Inc.*, Case No. 2021-CP-40-02727, the plaintiff filed an amended complaint on November 17, 2021, that named Cape Intermediate Holdings Limited and Cape PLC as defendants. (Ex. 4) One month later, the plaintiff filed a Second Amended Summons and Complaint — the one that he then incorrectly claimed in his Motion to Appoint Receiver had been served on Cape PLC. (Ex. 5) In Paragraph 15 of that pleading, Mr. Park alleged that each of these entities is the "successor-in-interest to Cape Asbestos Company." In Paragraphs 26 and 27 of that pleading, Mr. Park alleged that each of these entities is a presently-operating company organized under the laws of the United Kingdom with its principal place of business in England.

Publicly available information shows that the allegations in Mr. Park's First and Second Amended Complaints are incorrect, as Cape PLC is a Jersey company that was created in 2011. *See* Ex. 6 Jersey Financial Services Commission Registry for Cape PLC, *at* www.jerseyfsc.org/registry/registry-entities/entity/292339. Regardless, there are no other allegations specific to either of these entities anywhere else in that or any other pleading filed in *Park*.

The Court ordered *Park* to begin trial on June 20, 2022. (Ex. 7, Docketing Order at 2 (filed Dec. 1, 2021, in *Park*)) On June 3, 2022, Mr. Park's counsel reported to the Court that the case was "fully resolved." (Ex. 8, Email from Ms. McVey to 479 recipients (June 3, 2022)) Other than stipulations of dismissal being filed, the case was over, and no damages or liability were ever attributed to CIHL or Cape PLC.

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But then nine months later, without a live case or controversy pending, Mr. Park — whose case was already "fully resolved," according to his lawyer — filed a 130-page motion with exhibits to have the Court appoint a receiver over "Cape PLC and its subsidiaries, affiliates, successors, and assigns," a group that is undefined in the motion. (Ex. 2 Mot. to Appoint Receiver at 1 (filed Mar. 6, 2023, in *Park*)) In its Motion to Appoint Receiver, Counsel represents to the Court that Cape PLC was served with the *Park* Second Amended Summons on March 8, 2022, via the Hague Convention, and cites to an Exhibit A that did not exist in the docket at the time of the filing of the motion, at the time of entry of the Order Appointing receiver, and does not exist on review of the Court's docket today. As such, there is still nothing in the record, other than counsel's misrepresentations that it was so, to indicate Mr. Park ever completed service on Cape PLC.

On March 17, 2023, the Court granted that motion without a hearing, explaining:

> This Court finds that the application [to appoint Mr. Protopapas as receiver] is meritorious under the applicable statute because Cape PLC as the successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) ("Cape Asbestos") and its subsidiaries and global affiliates (collectively, "Cape" or the "Company') have dissolved and Cape, a foreign corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiffs request for an expedited ruling on this motion is appropriate and also granted.

(Ex. 9 Order Appointing Cape PLC Receiver at 1 (filed Mar. 17, 2023, in *Park*)) It then tasked Mr. Protopapas with taking "any and all steps necessary to protect the interests of Cape whatever they may be." (*Id.*)

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Three months later, Mr. Protopapas, in his supposed capacity as the Receiver for "Cape PLC," filed this Third-Party Complaint in *Tibbs v. 3M Company*, Case No. 2023-CP-40-01759. But rather than plead a case whereby Cape PLC attempts to shift derivative liability to a third-party defendant — which is the only permissible use of third-party practice recognized by Rule 14, SCRCP, and which would make no sense here, as Cape PLC has no predicate liability and has never had any — Mr. Protopapas alleges that he is a crusader against dozens of companies that he contends have shielded Cape PLC from having liability, trumpeting that his pleading "begins their reckoning." (TPC at "Introductory Statement") In other words, rather than "protect the interests" of Cape PLC as is his obligation as its Receiver, Mr. Protopapas is instead conceding and manufacturing fictitious liability against Cape PLC and the other named third-party defendants in *Tibbs*, including the Moving Defendants.

Everything about this supposed receivership runs afoul of the law. For numerous reasons listed above and discussed below, the Receiver has no standing to proceed, and the receivership appointment must be dissolved immediately.

ARGUMENT

I. The Factual Grounds Presented To the Court For Appointing The Receiver Were False.

The Court should dissolve its Order Appointing Receiver for the threshold reason that it is based on false factual statements. South Carolina Code § 15-65-10 identifies the limited circumstances under which a court can consider appointing a receiver over property. The *Park* Court cited Sections (4) and (5) of this statute when

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appointing Mr. Protopapas. Those statutes provide that a receiver may be appointed to marshal property within the State of South Carolina:

> (4) When a corporation has been dissolved, is insolvent or in imminent danger of insolvency or has forfeited its corporate rights, and, in like cases, of the property within this State of foreign corporations; and
>
> (5) In such other cases as are provided by law or may in accordance with the existing practice, except as otherwise provided in this Code.

This situation meets none of these conditions.

No Corporate Dissolution. Relying on representations made in the Motion to Appoint Receiver, in the Appointment Order, the Court stated that "Cape Industries Ltd." (as well as an unspecified, undescribed, unidentified number of "its subsidiaries and global affiliates") has "dissolved." The Court used this supposed dissolution as a basis for appointing a receiver over "Cape PLC," citing Section 15-65-10(4)'s permission for a court to appoint a receiver over the property of a dissolved company. But this is categorically untrue.

First, as noted above, Cape PLC is a registered public company in Jersey, and it is a going concern. It is not dissolved, and the Jersey online corporate database makes this inescapable: www.jerseyfsc.org/registry/registry-entities/entity/292339.[3] *See,* Ex. 6. Cape PLC is the only company actually identified by name in the Order

[3] The Court should take judicial notice of the content of the United Kingdom and Jersey government databases. *See generally* Rule 201(b), SCRE (explaining that courts can take judicial notice of facts that are "not subject to reasonable dispute"); *id.* 201(f) ("Judicial notice may be taken at any stage of the proceeding."); *see also State v. Squires*, 311 S.C. 11, 15, 426 S.E.2d 738, 740 (1992) (taking judicial notice "that the infrared spectroscopy process utilized by [an infrared breath-testing device] has gained general acceptance in the scientific community").

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Appointing Receiver, and its very existence demonstrates the impropriety of the Order.

Likewise, the Order Appointing Receiver incorrectly states that Cape PLC is the "successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.)," suggesting that the receivership is somehow intended to reach all defunct company names held by the original U.K. company Cape Asbestos Company Limited.[4] But those historical name change records are public, and the original entity incorporated as Cape Asbestos Company Limited has existed since 1893 and never dissolved. The United Kingdom's public database for corporate registration reveals that Cape Industries Limited changed its name to Cape Industries PLC, then to Cape PLC, then to Cape Intermediate Holdings PLC, and currently operates as Cape Intermediate Holdings Limited.[5] Documents demonstrating this corporate lineage are attached as Exhibit 10, which the United Kingdom makes publicly available for free and can be located within minutes by a simple search of the internet: https://find-and-update.company-information.service.gov.uk/company/00040203/filing-history. Significantly, the Motion to Appoint Receiver in the *Park* Lawsuit was not addressed to or served upon CIHL – the current name of the original entity known as Cape

[4] The Order Appointing Receiver incorrectly recites the name change history for the original entity known as Cape Asbestos Company Limited, but this is beside the point — no matter what entity the Court thought it was appointing Mr. Protopapas to be the receiver over, there is no corporate dissolution, and thus no lawful basis for the appointment.

[5] As set forth herein, Cape Intermediate Holdings Limited does not appear anywhere in the Motion to Appoint Receiver or the Order Appointing Receiver, and it cannot legitimately be deemed to fall within the scope of the Order Appointing Receiver.

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Asbestos Company Limited – and the Order Appointing Receiver did not reference that entity.

At bottom, no entity over which the Court attempted to appoint Mr. Protopapas as a receiver has dissolved. The Court's statements on this point are incorrect based on indisputable facts contained in government records that are readily available to anyone with internet access. The appointment Order should be vacated immediately.

No Service of *Park*. The Receivership Order lists Cape PLC's "fail[ure] to answer this case" as an additional reason to appoint Mr. Protopapas as a receiver. Nothing in the law allows this to be a basis for a court to seize private property through a receivership appointment. But even if the law did allow it, there is nothing in the record to indicate that Cape PLC or any other entity that is conceivably contemplated by the Court's ambiguous catch-all descriptor "Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) and its subsidiaries and global affiliates" was ever served with process in *Park*. The lack of service is fatal to the receivership order, and this is so for numerous reasons

First, Rules 4 and 4.1, SCRCP, govern service of process for cases in South Carolina state courts. Both require plaintiffs to file proof of service so that a court can evaluate whether it actually has jurisdiction over a defendant. *Id.* 4(g), 4.1(c). The Public Index for *Park* contains pages and pages of entries, but not a single indication that Cape PLC or any other entity potentially within the undefined scope of the phrase "Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) and its subsidiaries and global affiliates" was ever served with process, or with notice of Mr. Park's motion to appoint a receiver. (Ex. 3.)

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A court cannot secure personal jurisdiction over a defendant without proper service of process. *BB&T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006). An order – even a default judgment – "is void if a court acts without personal jurisdiction." *Id.* In March 2023 there was not, and as of the date of this filing, there still is not, any proof of service on Cape PLC – the entity specifically identified in the *Park* Motion to Appoint Receiver, and in the *Park* Order Appointing Receiver.

Because the Court had no jurisdiction over the entity or entities for whose assets it attempted to appoint Mr. Protopapas a receiver, the appointment Order is void as a matter of law. It should be vacated and the receivership appointment dissolved accordingly.

Second, when Mr. Park moved to appoint a Receiver over Cape PLC, he represented to the Court that Cape PLC "fail[ed] to respond to the Second Amended Summons in this action, as properly served pursuant to Article 10 of the Hague Convention on March 8, 2022." (Ex. 2 at 4-5.) On August 28, 2023 – nearly seven months after he moved for that appointment – Mr. Park filed a "Notice of Filing of Ommitted [sic] Exhibit" that purported to substantiate the representation in his Motion to Appoint Receiver. But that belated filing only confirms the impropriety of Mr. Park's motion and the invalidity of the receivership:

1. The purported "Affirmation" of service indicates that the process server attempted to serve Cape PLC "within the jurisdiction of England and Wales." (Ex, A at ¶ 2 & accompanying photographs) But Cape PLC is a Jersey company. Thus, not only is Cape PLC not at the address at which service was purportedly made, it is not even within the jurisdiction of where service was apparently attempted.

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2. The argument that the "Affirmation" could somehow prove Mr. Park's representation that he served the "Second Amended Summons" on Cape PLC is false. The "Affirmation" specifically attests that the process server attempted to serve the "***First*** Amended Summons" on Cape PLC. (*Id.* ¶ 6 & accompanying cover letters (emphasis added).) What's more, the "Affirmation" indicates that service supposedly began on December 14, 2021, and that the pleadings were "deemed to have been served" on December 16, 2021. (*Id.* ¶¶ 10, 13 & accompanying pictures). But the Second Amended Summons and Second Amended Complaint were filed on December 23, 2021 – ***a full week later***. (Ex. 5) There is no way anyone could have been served with the "Second Amended Summons" on December 14, 2021, when leave to file that pleading did not even exist at the time of alleged service on Cape PLC. (Ex. 3 at 9)

3. As a matter of law, Cape PLC (and CIHL) had no pleading obligation to Mr. Park because he mooted the First Amended Summons and First Amended Complaint by filing – but never serving on Cape PLC (or CIHL) – the Second Amended Summons and Second Amended Complaint.

Assuming *arguendo* that Cape PLC was properly served as described in the "Affirmation," Cape PLC's deadline to respond to the First Amended Summons and First Amended Complaint would have been Tuesday, January 18, 2022 – the first business day following 30 days after service on December 16, 2021, an intervening weekend, and Martin Luther King, Jr. Day. *See* Rules 6(a), 12(a), SCRCP. But before that deadline arrived, Mr. Park re-amended his complaint and filed a Second Amended Summons and a Second Amended Complaint on December 23, 2021. (Exs, 3 & 5) Mr. Park did so with the Court's approval earlier that same day. (Ex. 11)

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As a matter of law, the filing of the Second Amended Complaint moots the First Amended Complaint and voids its effect. *See, e.g.*, *Fawzy v. Wauquiez Boats SNC*, 873 F.3d 451, 455 (4th Cir. 2017) ("Because a properly filed amended complaint supersedes the original one and becomes the operative complaint in the case, it renders the original complaint 'of no effect.'" (*quoting Young v. City of Mt. Ranier*, 238 F.3d 567, 573 (4th Cir. 2001))); *Schein v. Lamar*, 284 S.C. 252, 255, 325 S.E.2d 573, 574 (Ct. App. 1985) ("Since the First Amended Complaint has been superseded by the Second Amended Complaint, it is no longer the operative pleading in the case. Thus, any questions as to the sufficiency of the First Amended Complaint are now moot.").

Because Mr. Park mooted his First Amended Complaint by filing a Second Amended Complaint, he was obligated to serve that new pleading on Cape PLC (and CIHL) if he intended for them to become parties to his case. But he did not. There is still no proof anywhere in the record that Cape PLC (or CIHL) was ever served with an operative pleading in the *Park* Lawsuit, so the Court never acquired jurisdiction to enter any orders involving Cape PLC – including the Order Appointing Receiver. Consequently, it is void as a matter of law, and the "receivership" should be dissolved accordingly. *See Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC*, 423 S.C. 611, 613, 815 S.E.2d 780, 781 (Ct. App. 2018) ("Void judgments are defined as those from courts that lacked personal or subject matter jurisdiction, or failed to provide due process."), *aff'd as modified on unrelated point* 425 S.C. 568, 824 S.E.2d 214 (2019).

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II. The Receivership Order Is Void As A Matter Of Constitutional Law.

In addition to failing to meet the plain language of South Carolina Code § 15-65-10 for when a receiver may be appointed, the Order Appointing Receiver should be dissolved because it unlawfully purports to have an extraterritorial effect.

The appointment Order purports to vest Mr. Protopapas with "the power and authority [to] fully administer ***all assets*** of Cape, accept service on behalf of Cape, engage counsel on behalf of Cape and take any and all steps necessary to protect the interests of Cape whatever they may be." (Ex, I at 1 (emphasis added)) But Cape PLC is a Jersey company that has nothing to do with South Carolina, "Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) and its subsidiaries and global affiliates" likewise have nothing to do with South Carolina, and there is nothing in the record to suggest otherwise.

Standing alone, the absence of proof of any property within South Carolina voids the Order Appointing Receiver as a matter of law. *See Boynton v. Consol. Indem. & Ins. Co.*, 180 S.C. 279, 293, 185 S.E. 731, 737 (1936) (reversing the appointment of a receiver where there was a "total failure of any proof" that the foreign company "has property in this state").

Moreover, a South Carolina state court cannot lawfully take assets away from foreign businesses (over which it has no personal jurisdiction) and give them to a South Carolina receiver to "fully administer." The South Carolina receivership statute acknowledges this in-state-only limitation on the reach of a receivership. *See* S.C. Code Ann. § 15-65-10(4) (limiting a receiver's ability to marshal only "the property within this State of foreign corporations").

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Such a limitation is rooted in the constitutional requirement that a state law cannot have extraterritorial effect; to do otherwise would run afoul of, at least, the Commerce Clause, which gives Congress alone the authority to regulate interstate and international commerce:

> The South Carolina Supreme Court has written repeatedly that South Carolina statutes have no extraterritorial effect because the general rule is that no state or nation can, by its laws, directly affect, bind, or operate upon property or persons beyond its territorial jurisdiction.
>
> * * * * *
>
> The principle that state laws may not generally operate extraterritorially is one of constitutional magnitude. One state may not "project its legislation" into another, as the Commerce Clause "precludes the application of a state statute to commerce that takes place wholly outside of the State's borders, whether or not the commerce has effects within the State."

Carolina Trucks & Equip., Inc. v. Volvo Trucks of N.A., Inc., 492 F3d 484, 489–90 (4th Cir. 2007) (cleaned up).

A receiver's ability to marshal property across state or national lines undoubtedly involves interstate or foreign commerce, as Congress itself has limited when such authority exists and has made such a remedy available only through the federal courts. 28 U.S.C. §§ 754, 3103. By attempting to displace federal receivership law with a South Carolina statute, the Order Appointing Receiver runs afoul of the Supremacy Clause as well.

Finally, attempting to enforce a South Carolina receivership statute against an entity or entities over which it has no personal jurisdiction also violates the Due Process Clause. *Cockrell v. Hillerich & Bradsby Co.*, 363 S.C. 485, 491–92, 611 S.E.2d 505, 508 (2005). And authorizing a receiver to seize all of a private company's assets

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without any notice and without any compensation (and without any lawful basis) also violates not only due process, but also likely constitutes an unlawful taking, an excessive fine, and a violation of equal protection, given that the Receiver purportedly operates as an extension of the court.

Because the appointment Order purports to give a South Carolina receiver authority over property that is not located in and has no relationship to South Carolina and seeks to do so without any notice to or jurisdiction over the impacted foreign companies, it is unconstitutional on its face and should be vacated for this additional reason.

III. Bad-faith conduct should void the receivership.

A final basis for vacating the Order Appointing Receiver is the bad-faith conduct of the Receiver, who at all times is subject to this Court's oversight and supervision. To date, there has been zero liability found against Cape PLC in any South Carolina court, including in the now-"fully resolved" *Park* Lawsuit from which the appointment order stems.

Yet, the Receiver has apparently accepted service for Cape PLC, purported to waive all of its personal jurisdiction defenses in *Tibbs*, then filed the Third-Party Complaint through which he attempts to create liability for Cape PLC and then transfer the very liabilities he creates to dozens of third-party defendants, including the instant movant. The law prohibits attempts at "self-piercing," like that urged by the Receiver here. *See, e.g.*, *SCE&G v. UGI Utils., Inc.*, Case No. 2:06-cv-2627-CWH, 2012 U.S. Dist. LEXIS 61487, at *169–70 (D.S.C. Apr. 11, 2012) (explaining that as a general matter, "the corporate veil is never pierced for the benefit of the corporation

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or its stockholders," and observing that "[s]elf-piercing claims are rare and often rejected out of hand" (quoting 18 Am. Jur. 2d *Corporations* § 46)).

The Receiver's efforts to generate liability for Cape PLC directly defy the Court's charge that he "protect the interests of Cape whatever they may be." (Ex. 9 at 1). That outrageous conduct should void the current appointment order.

What's more, the Receiver's Third-Party Complaint argues that these third-party defendants should be chastised for allegedly assisting Cape PLC in avoiding liabilities in the United States. The judiciary is not a vehicle for opining on whether a legal result comports with one's subjective, abstract view of justice; its jurisdiction extends only to resolving legal disputes in actual cases or controversies. One company "complaining" that it has no liabilities and "blaming" others for helping it avoid liabilities does not present a justiciable claim. *See Tourism Expenditure Review Comm. v. City of Myrtle Beach*, 403 S.C. 76, 81–82, 742 S.E.2d 371, 373–74 (2013) (Vacating a trial court's declaratory judgment due to the absence of an actual case or controversy, which rendered the trial court without subject matter jurisdiction.).

The bad-faith conduct does not end there. The Receiver has attempted to graft his Third-Party Complaint onto a routine asbestos lawsuit. But Rule 14, SCRCP, "may be used only when the substantive law permits the defendant to shift some or all of his liability [on the principal claim] to the impleaded party." *Gathings v. Robertson Brokerage Co., Inc.*, 295 S.C. 112, 117, 367 S.E.2d 423, 426 (Ct. App. 1988). The Receiver cannot legitimately claim that Cape PLC has any liability to the Tibbs family that should be shifted to any of the third-party defendants for an obvious reason: the Tibbs family alleges that their exposure to asbestos ended in the "early

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1980s," but Cape PLC did not even exist until 2011. *Compare* (Ex. 12 *Tibbs* Compl. ¶¶ 109–15 (describing the Tibbs family's potential exposure to asbestos as occurring between the 1930s and the 1980s), *with* Ex. 6, Jersey Financial Services Commission, "Cape PLC," *at* www.jerseyfsc.org/registry/registry-entities/entity/292339 (identifying April 19, 2011, as Cape PLC's date of corporate registration). This mismatch makes any putative third-party pleading frivolous on its face.

These efforts to ignore controlling, settled points of law in order to create liability for Cape PLC lead to the unavoidable conclusion that the Receiver cannot lawfully continue to serve. *See generally Cudd*, 172 S.C. at 91–92, 172 S.E.2d at 788–89 (reinforcing that only someone "untrammelled in his relations, entirely indifferent between the parties, and absolutely fair and impartial" can serve as a receiver). The Court should not permit such abuse of process to fester. This receivership should be dissolved and the Order Appointing Receiver vacated without delay.[6]

CONCLUSION

This receivership is based on factual errors obvious on the face of the Order Appointing Receiver. It runs contrary to both the South Carolina Code and the United States Constitution. And the Receiver's conduct since being appointed demonstrates the impropriety of this receivership continuing. Accordingly, the Court should

[6] Subject to and without waiving its personal jurisdiction objection, the movants respectfully reserve the right to recover all costs, fees, expenses, and damages associated with this proceeding, including from *inter alia* Keith W. Park, the party who sought to create this unlawful receivership in the first place. *See* S.C. Code Ann. § 15-65-90 (allowing a party opposing a receivership to recover "his actual damages by reason of such receivership" from "the party or parties having procured such receiver").

dissolve the receivership and vacate its order appointing Mr. Protopapas as receiver over Cape PLC.

Respectfully submitted this 1st day of September, 2023.

WOMBLE BOND DICKINSON (US) LLP

/s/ *M. Elizabeth O'Neill*
M. Elizabeth O'Neill (S.C. Bar No. 104013)
One Wells Fargo Center
301 S. College Street, Suite 3500
Charlotte, North Carolina 28202-6037
Ph.: (704) 350-6310
Elizabeth.ONeill@wbd-us.com
WBD.SCASBESTOS@wbd-us.com

Kevin A. Hall (S.C. Bar No. 015063)
M. Todd Carroll (S.C. Bar No. 74000)
1221 Main Street, Suite 1600
Columbia, South Carolina 29201
(803) 454-7710
kevin.hall@wbd-us.com
todd.carroll@wbd-us.com

Attorneys for Third-Party Defendants Mohed Altrad and Altrad Investment Authority S.A.S.

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
KEITH W. PARK, individually and as the Personal Representative of the Estate of **ISABELLA PARK**,	)	**C/A NO. 2021-CP-40-02727**
Plaintiffs,	)	*In Re:* Asbestos Personal Injury Litigation Coordinated Docket
v.	)	
ARMSTRONG INTERNATIONAL, INC., et al.	)	
Defendants.	)	

NOTICE OF FILING OF OMMITTED EXHIBIT

PLEASE TAKE NOTICE that Plaintiff Keith W. Park, individually and as the Personal Representative of the Estate of Isabella Park, deceased, by and through their undersigned counsel, hereby file Exhibit A to Plaintiff's Motion to Appoint Receiver over Cape PLC filed March 6, 2023. This exhibit was inadvertently omitted from the officially filed motion.

Respectfully submitted,

s/ Aaron D. Chapman
Aaron D. Chapman (SC Bar No. 104485)
Charles W. Branham, III (To be Admitted *PHV)*
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Third Floor
Dallas, TX 75202
achapman@dobslegal.com
tbranham@dobslegal.com
Other email: tgilliland@dobslegal.com

And

Theile B. McVey (SC Bar No. 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street

EXHIBIT 1

Post Office Box 1476
Columbia, South Carolina 29202-1476
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com
ATTORNEYS FOR PLAINTIFF

August 28, 2023,
Dallas, Texas.

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EXHIBIT 1

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EXHIBIT A

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On behalf of the Plaintiff
Witness: A Morgan
Number: 1
Exhibit: AGM1 - AGM6
Dated: 6th March 2022

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT **C/A No. 2021-CP-40-02727**

B E T W E E N

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

AFFIRMATION

I, **Andrew Geraint Morgan**, Partner in Fieldfisher LLP. Solicitors of Riverbank House, 2 Swan Lane, London EC4R 3TT do solemnly and sincerely affirm:

1. My firm is instructed by Dobs Legal who act on behalf of the Plaintiff Mr Keith Park, individually and as Personal Representative of the Estate of Isabella Park Deceased, in a claim for wrongful death of the Deceased as a result of her asbestos related disease mesothelioma.

2. I am authorised to make this statement on behalf of the Plaintiff in relation to the service of proceedings on certain Defendants in this action whose offices are registered within the jurisdiction of England and Wales.

3. I understand and believe that:

Certified Copy App. 100

EXHIBIT 1

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3.1 This claim is proceeding in the Court of Common Pleas for the Fifth Judicial Circuit in the County of Richland in the State of South Carolina, one of the United States of America;

3.2 The claim is brought against various named Defendants including Cape PLC and Cape Intermediate Holdings Limited individually and as successors to Cape Asbestos Company Limited.

4. It is a matter of public record that the company that was known as Cape PLC between 1 August 1989 and 27 June 2011 is the company that carries Companies House Reference Number 00040203 and that this company now bears the name "Cape Intermediate Holdings Limited".

5. It is a matter of public record that Cape Intermediate Holdings Limited which is the company that now carries the Companies House Reference Number 00040203 is a company registered in England and Wales and that the address of its Registered Office address is Building 2, Fields Ends Business Park, Davy Road, Thurnscoe, Rotherham S63 0JF.

6. On 14 December 2021, I did serve copies of the First Amended Summons in this matter on Cape PLC and on Cape Intermediate Holdings Limited at the aforementioned registered address and I did so by Royal mail First Class post.

7. Copies of the letters of service are attached as exhibit "**AGM1**".

8. I posted the letters by hand into a Royal Mail Priority Postbox located on Skelgill Road, Putney, London SW15. An image of the Postbox is attached as exhibit **"AGM2**". An image showing the location of the Post-box is attached as exhibit "**AGM3**".

9. The letters were sent to Cape PLC and to Cape Intermediate Holdings Limited by Royal Mail First Class Post. I attach as exhibit "**AGM4**" images showing two separate letters one being addressed to Cape PLC and the other being addressed to Cape Intermediate Holdings Limited and both being posted into the Postbox bearing Royal Mail First Class postage stamps.

10. The letters were posted on Tuesday 14 December 2021 at 15:47pm. A screenshot of my mobile phone taken at this time and confirming the time of postage is attached as exhibit "**AGM5**".

11. There is a sign on the Postbox which clearly indicates that the last collection from that Postbox takes places at 5:30pm on Mondays to Friday. This sign can be seen in the image already attached

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EXHIBIT 1

ELECTRONICALLY FILED - 2023 Aug 28 4:09 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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as exhibit **"AGM2"**. To the best of my knowledge, the letters would have been collected on Tuesday 14 December 2021.

12. Civil proceedings in England and Wales are governed by the Civil Procedure Rules ("CPR"). Under the CPR Part 6.26, proceedings sent by First Class Royal Mail post to an address within the jurisdiction are deemed served on "*the second day after it was posted, left with, delivered to or collected by the relevant service provider, provided that day is a business day; or if not, the next business day after that*". A copy of CPR Part 6.26 is attach as exhibit "**AGM6**".

13. I posted the letters at 15:47pm on Tuesday 14 December 2021, so that proceedings are deemed to have been served in accordance with CPR Part 6 on Thursday 16 December 2021.

Affirmed at ..... MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

Signed .....

On this ...8... **day of March 2022**

Before me .....

[Name]..... RICHARD ROONEY

A Solicitor / ~~Commissioner of Oaths~~ SRA no 107736.

Of [Firm name and address].....

.....
MURRAY HAY SOLICITORS
.....3 EASTFIELDS AVENUE.....
RIVERSIDE QUARTER
.....LONDON.....
SW18 1GN
.....

Certified Copy App 102

EXHIBIT 1

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2021-CP-40-02727

B E T W [illegible] N

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

EXHIBIT AGM1

Richard Rooney
Solicitor.
8 03 2022

MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

ELECTRONICALLY FILED - 2023 Aug 28 4:09 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

fieldfisher

Cape PLC
Building 2
Fields End Business Park
Davey Road
Thurnscoe
Rotherham S63 0JF

Riverbank House
2 Swan Lane
London EC4R 3TT

T 0330 460 7000
F 020 7488 0084
E info@fieldfisher.com
CDE 823

www.fieldfisher.com

By Post and By Email elclaimsaltraduk@altrad.com

Our Ref: AGM/AGM/UK01-2012753-00001/100755180 v1
Your Ref: New Claim

Andrew Morgan
Partner
0330 460 6737 (Direct Dial)
andrew.morgan@fieldfisher.com

14 December 2021

Dear Sir or Madam

Keith W Park v Cape PLC

We enclose herewith by way of service the First Amended Summons in this matter which is proceeding in the Court of Common Pleas for the Fifth Judicial Circuit in the County of Richland in the State of South Carolina, one of the United States of America, with C/A No. 2021-CP-40-02727.

The claim is brought against Cape PLC as successor in interest to the Cape Asbestos Company Limited.

Please acknowledge receipt.

Yours faithfully

Fieldfisher

Encs: First Amended Summons

Fieldfisher is the trading name of Fieldfisher LLP, a limited liability partnership registered in England and Wales (registered number OC318472) and is authorised and regulated by the Solicitors Regulation Authority. A list of its members and their professional qualifications is available at its registered office, Riverbank House, 2 Swan Lane, London EC4R 3TT. We use the term partner to refer to a member of Fieldfisher LLP, or an employee or consultant with equivalent standing and qualifications.

EXHIBIT 1

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fieldfisher

Cape Intermediate Holdings Limited
Building 2
Fields End Business Park
Davey Road
Thurnscoe
Rotherham S63 0JF

Riverbank House
2 Swan Lane
London EC4R 3TT

T 0330 460 7000
F 020 7488 0084
E info@fieldfisher.com
CDE 823

www.fieldfisher.com

By Post and By Email elclaimsaltraduk@altrad.com

Andrew Morgan
Partner
0330 460 6737 (Direct Dial)
andrew.morgan@fieldfisher.com

Our Ref: AGM/AGM/UK01-2012753-00001/100755400 v1
Your Ref: New Claim

14 December 2021

Dear Sir or Madam

Keith W Park v Cape Intermediate Holdings Limited

We enclose herewith by way of service the First Amended Summons in this matter which is proceeding in the Court of Common Pleas for the Fifth Judicial Circuit in the County of Richland in the State of South Carolina, one of the United States of America, with C/A No. 2021-CP-40-02727.

The claim is brought against Cape Intermediate Holdings Limited formerly known as Cape Intermediate Holdings PLC as successor in interest to the Cape Asbestos Company Limited.

Please acknowledge receipt.

Yours faithfully

Fieldfisher

Encs First Amended Summons

Fieldfisher is the trading name of Fieldfisher LLP, a limited liability partnership registered in England and Wales (registered number OC318472) and is authorised and regulated by the Solicitors Regulation Authority. A list of its members and their professional qualifications is available at its registered office, Riverbank House, 2 Swan Lane, London EC4R 3TT. We use the term Partner to refer to a member of Fieldfisher LLP, or an employee or consultant with equivalent standing and qualifications.

EXHIBIT 1

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IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2021-CP-40-02727

BETWEEN

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

EXHIBIT AGM2

Richard Roome
Solicitor
8th March 2022

MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

EXHIBIT 1

ELECTRONICALLY FILED - 2023 Aug 28 4:09 PM - SCOTLAND - COMMON PLEAS - CASE#2021CP002727
ELECTRONICALLY FILED - 2023 Sep 01 4:11 PM - SCOTLAND - COMMON PLEAS - CASE#2023CP4001759

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IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2021-CP-40-02727

BETWEEN

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

EXHIBIT AGM3

Richard Rooney
A Solicitor
08 03 2022

MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

Certified Copy

EXHIBIT 1

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COMMON PLEAS - CASE#2021CP4002727
COMMON PLEAS - CASE#2023OP4001759

EXHIBIT 1

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2021-CP-40-02727

BETWEEN

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

EXHIBIT AGM4

Richard Rooney
Solicitor.
08 03 2022

MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

EXHIBIT 1

ELECTRONICALLY FILED - 2023 Aug 28 4:09 PM - RICHLAND - COMMON PLEAS - CASE#: 2021CP4002777
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#: 2023CP4001759

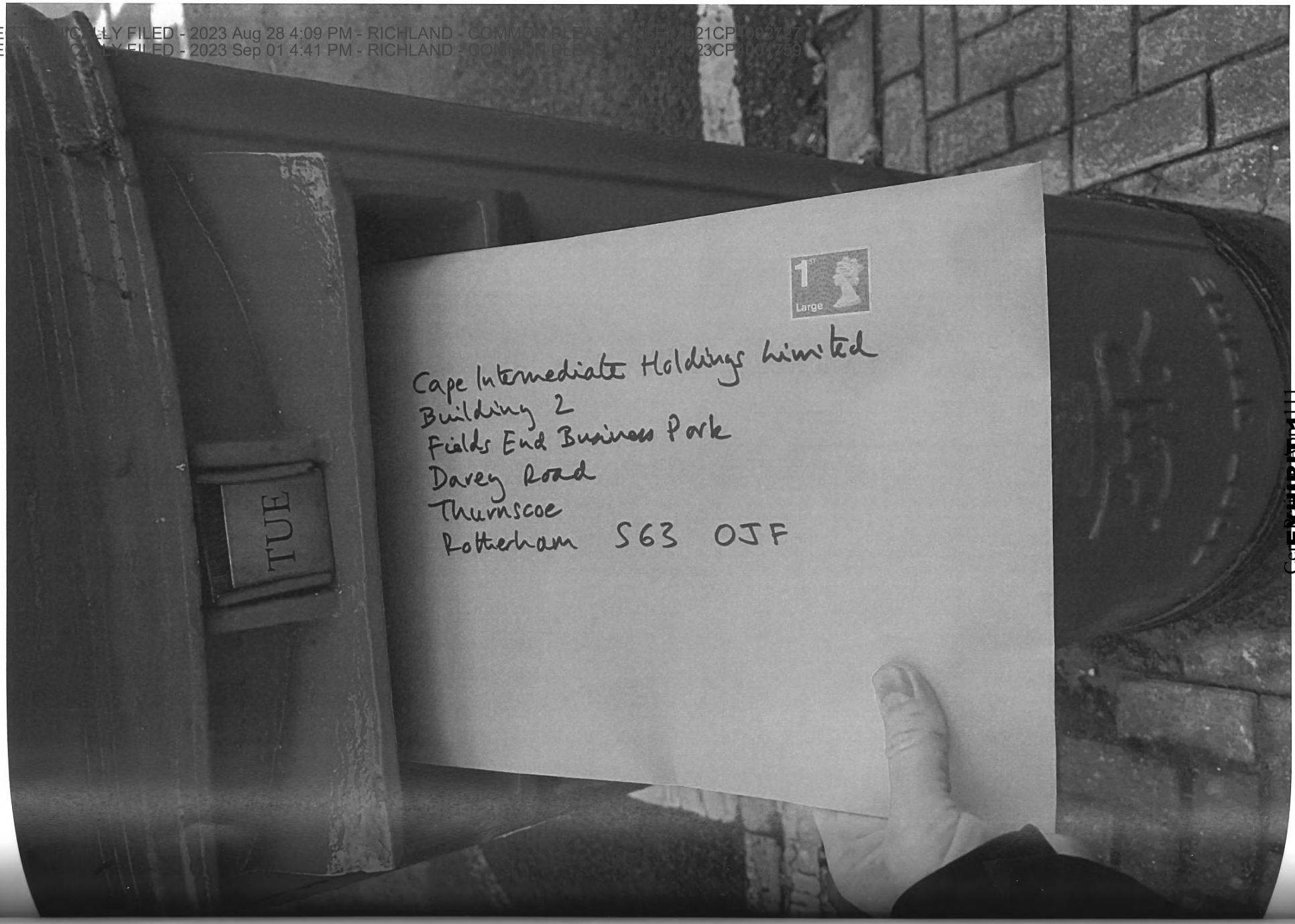

EXHIBIT 1

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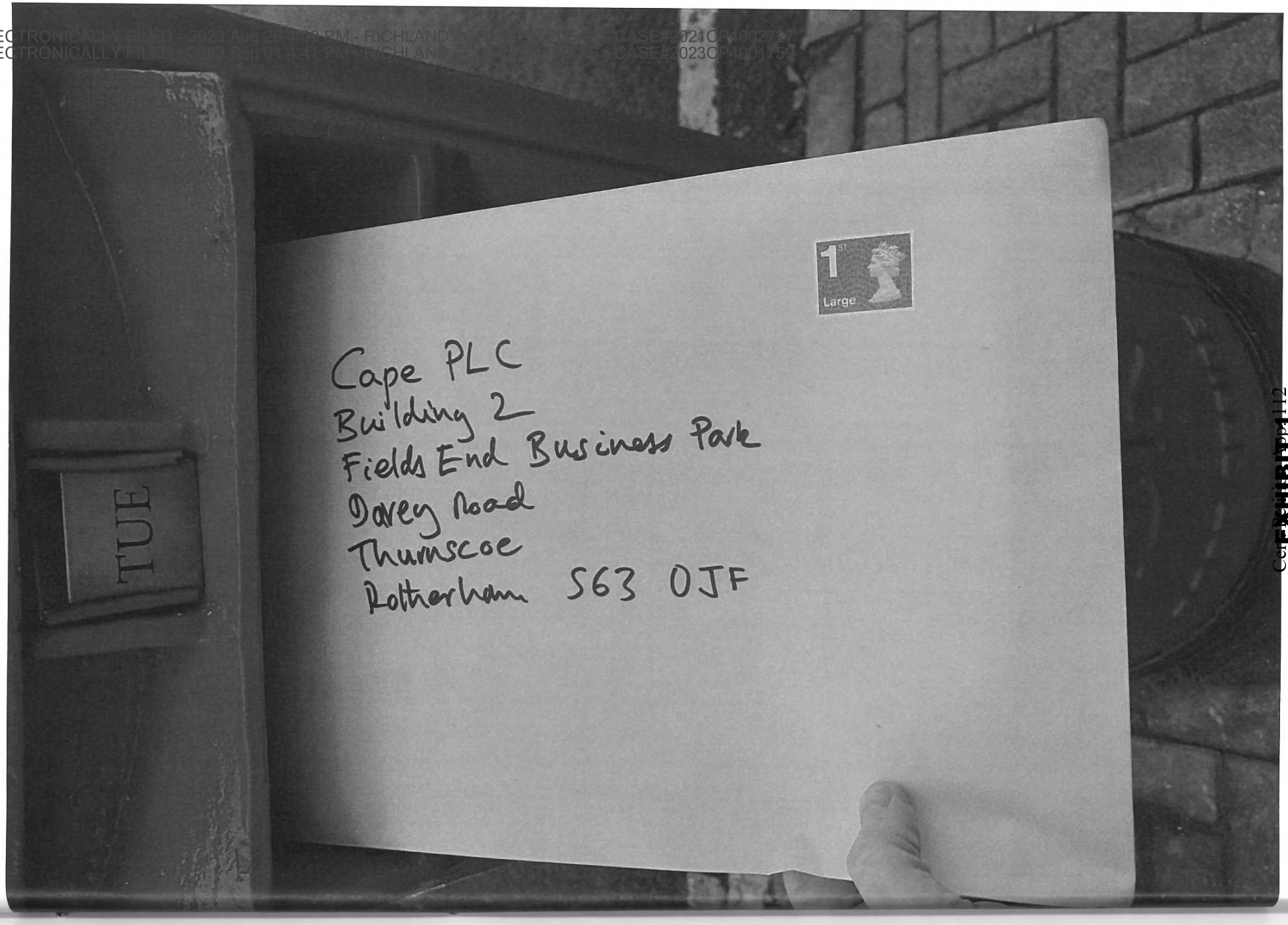
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - CASE#2023CP4001759



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IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2021-CP-40-02727

BETWEEN

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

EXHIBIT AGM5

Richard Rooney
Solicitor
08 03 2022

MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

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EXHIBIT 1

EXHIBIT 1

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

ELECTRONICALLY FILED - 2023 Aug 28 4:09 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF SOUTH CAROLINA

FOR THE FIFTH JUDICIAL CIRCUIT

C/A No. 2021-CP-40-02727

B E T W E E N

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

EXHIBIT AGM6

Richard Rooney
08 03 2022

MURRAY HAY SOLICITORS
3 EASTFIELDS AVENUE
RIVERSIDE QUARTER
LONDON
SW18 1GN

Certified Copy

EXHIBIT 1

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Rule 6.26 Civil Procedure Rules 1998

Annex 3

Rule 6.26 Civil Procedure Rules 1998

6.26 Deemed service

A document, other than a claim form, (e.g. a court order under Rule 7.20) which is served in accordance with these rules or any relevant practice direction shall be deemed to be served on the day shown in the following table—

Method of service	Deemed day of service
First class post (or other service which provides for delivery on the next business day)	• The second day after it was posted, left with, delivered to or collected by the relevant service provider provided that day is a business day; or • If not, the next business day after that
Document exchange	• The second day after it was left with, delivered to or collected by the relevant service provider provided that day is a business day; or If not, the next business day after that day.
Delivering the document to or leaving it at a permitted address	• If it is delivered to or left at the permitted address on a business day before 4.30pm, on that day; or • In any other case, on the next business day after that day.
Fax	• If the transmission of the fax is completed on a business day before 4.30pm, on that day; or In any other case, on the next business day after the day on which it was transmitted.
Other electronic method	• If the email or other electronic transmission is sent on a business day before 4.30pm, on that day; or

EXHIBIT 1

	• In any other case, on the next business day after the day on which it was sent.
Personal Service	• If the document is served personally before 4.30pm on a business day, on that day; or • In any other case, on the next business day after that day.

("business day" means any day except Saturday, Sunday or a bank holiday; and "bank holiday" includes Christmas Day and Good Friday).

Further Information

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

On behalf of the Plaintiff
Witness: A Morgan
Number: 1
Exhibit: AGM1 - AGM6
Dated: 2022

Claim No. 2021-CP-40-02727

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND IN THE STATE OF CAROLINA

FOR THE FIFTH JUDICIAL COURT

B E T W E E N

KEITH W PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK Deceased

Plaintiff

and

ARMSTRONG INTERNATIONAL, INC. & OTHERS

Defendants

AFFIRMATION

Fieldfisher LLP
Riverbank House
2 Swan Lane
London EC4R 3TT
Tel: 020 7861 4000
Ref: AGM/Isabella Park

EXHIBIT 1

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP402727
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
KEITH W. PARK, individually and as the Personal Representative of the Estate of **ISABELLA PARK**,	)	**C/A NO. 2021-CP-40-02727**
Plaintiffs,	)	*In Re:* Asbestos Personal Injury Litigation Coordinated Docket
v.	)	
ARMSTRONG INTERNATIONAL, INC., et al.	)	
Defendants.	)	

MOTION TO APPOINT RECEIVER

Plaintiffs, pursuant to S.C. Code §§ 15-65-10(4) and (5), move this Court to appoint a receiver over Cape PLC and its subsidiaries, affiliates, successors, and assigns. Cape PLC is a defendant in the above-captioned action.

BACKGROUND

Cape PLC is the successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.[1]) ("Cape Asbestos") and its subsidiaries and global affiliates (collectively, "Cape" or the "Company"), which were and are private companies organized and existing under the laws of the United Kingdom, with its principal place of business in England. At all times relevant, Cape was involved in all elements of the global asbestos industry, but in particular mining many thousands of tons of raw asbestos fiber in South Africa and then selling it to the most dominant manufacturers of asbestos-containing products in the United States—substantial quantities of

[1] Effective July 1, 1974, Cape Asbestos Company Ltd. changed its name to Cape Industries Ltd. **Ex.1**, CAPE000308 (certificate of incorporation on change of name).

Certified as a True Copy
EXHIBIT 2

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which were used in South Carolina. Cape also concocted a scheme to avoid its legal responsibilities to persons injured from using those end products because, startingly, Cape deemed itself as having—in its own words—no "moral responsibility" to those end users. Rather than defending its conduct in front of juries in the United States, Cape decided to simply accept default judgments in asbestos lawsuits and ultimately flee the country, knowing that nearly all the Company's assets were in jurisdictions (namely, the U.K., South Africa, and Lichtenstein) where judgments in those lawsuits could not be enforced. Although Cape stiff-armed its creditors in the United States—namely, workers exposed to asbestos mined by Cape—and absconded to London and South Africa, certain of its insurance assets presumably remain. The appointment of a receiver to marshal Cape's assets and satisfy claims is therefore the appropriate remedy, as explained below.

A. Cape Establishes American Presence and Operations Through NAAC.

At its peak, from mines in Apartheid-era South Africa, Cape produced approximately 90%[2] of the world's supply of amosite asbestos, including asbestos imported and used in South Carolina.

For the "purpose of expediting and facilitating the movement" of asbestos from South African mines, on October 14, 1953, Cape Asbestos Company Ltd. (a U.K. entity) established the North American Asbestos Corporation ("NAAC"), a direct subsidiary that was part of the Company's "mining division" and domiciled in Illinois.[3] NAAC had both marketing and distribution roles: (i) serving as Cape's sales agency in the United States, with sole authority to offer Cape products and responsibility for transmitting information about customer needs to Cape mines, and (ii) ensuring proper distribution of asbestos products and that shipments from Africa

[2] *Hammond v. North American Asbestos Corp.*, 454 N.E. 2d 210, (Ill. 1983)(confirming that Cape Asbestos supplies 90% of the world's supply of amosite asbestos and virtually the sole supplier of longer fiber grades).
[3] *See* **Ex. 2**, CAPE000110–12 (1982 court filing describing NAAC's history); **Ex. 3**, CAPE000177 (identifying NAAC as the sole U.S.-based entity of the Cape mining division); **Ex. 4**, CAPE000869 (1973 letter describing NAAC as "a division of Cape Asbestos Co. Ltd., with corporate offices in London").

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EXHIBIT 2

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made it "all the way through to the customer's plant," including, on information and belief, to plants in South Carolina or through South Carolina ports.[4] NAAC "effect[ively] . . . put the Mines at every U.S. port" (**Ex. 5**, CAPE000988–89) and by 1970 was the "largest U.S. importer of Amphibole Fibres," which were "re-distributed from . . . warehouse locations in East Coast, Gulf Coast and West Coast Ports" (**Ex. 6**, CAPE000878–79).

Over its history, NAAC was "essentially a one-man operation" consisting of an operational lead supported by four office clerical personnel (overseen by a board of directors made up of largely of Company lawyers or other Cape executives, until all Cape officials resigned in 1975 as a "sensible precaution" in light of U.S. litigation).[5] In coordination with the global Cape network, however, NAAC sold asbestos to Cape's numerous American-based clients, including, but not limited to, the U.S. Government, Keene Corporation (f/k/a Baldwin-Ehret-Hill), Carey, Fibreboard, GAF (f/k/a Ruberoid), Owens Corning, Johns-Manville and Pittsburgh Corning. **Ex. 7**, CAPE000994–95. These companies were giants among asbestos product manufacturers, and on information and belief, their products were used extensively in South Carolina. In addition, NAAC tried to influence public and corporate opinion about the safety of asbestos, including, but not limited to, rebutting emerging medical critiques of its safety.[6]

[4] *See* **Ex. 8,** CAPE000263–66 (describing intended business of NAAC); **Ex. 9**, CAPE000333 (1975 Cape Asbestos cover letter of NAAC director resignations); **Ex. 10**, CAPE000729 (appointment announcement describing NAAC as "specialize[d] in marketing and distribution of Blue and Amosite asbestos in the United States, Canada, Mexico and the Caribbean"); **Ex. 5**, CAPE000988–89 (1969 NAAC memorandum describing customer services).

[5] *See* **Ex. 2**, CAPE000110–12 (describing NAAC's lean staffing); **Ex. 11**, CAPE001514 ("Despite the volume of sales and profits of NAAC, our operation is a very small one, with only a total of 5 employees"); **Ex. 12**, CAPE001528 (six directors in 1970).

[6] *See, e.g.*, **Ex. 13**, CAPE000130 (1977 Cape Asbestos Fibres Limited prioritizing efforts of Asbestos International Association to "organise a body of medical opinion that is prepared to stand up" to critical opinions).

Certified Appendix EXHIBIT 2 121

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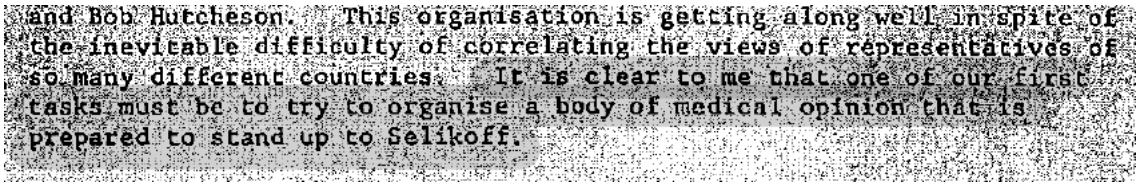
and Bob Hutcheson. This organisation is getting along well in spite of the inevitable difficulty of correlating the views of representatives of so many different countries. It is clear to me that one of our first tasks must be to try to organise a body of medical opinion that is prepared to stand up to Selikoff.

Cape Asbestos, moreover, dominated NAAC's decision-making, with NAAC, for example, unable to "borrow one dollar without [Cape Asbestos's] approval" and routinely forced to withdraw cash from the United States to pay dividends to Cape Asbestos (minimizing the assets on NAAC's balance sheet).[7]

B. Cape Accepts Default Judgements and Liquidates NAAC to Evade Claimants.

After the onset of asbestos-related product liability litigation in the 1970s, Cape became especially concerned with its own liability.[8] Thus, Cape Asbestos went through tortured machinations to make it *appear* it was reducing oversight over NAAC, but in reality, NAAC continued to operate as a mere division or instrumentality under Cape's domination and control.[9]

In addition, Cape began to engage in a campaign of litigation avoidance by refusing to accept process or appear in any proceedings in the United States, including failing to respond to

[7] *See, e.g.*, **Ex. 14**, CAPE001507 (1976 letter noting borrowing limit); **Ex. 15,** CAPE000261–62 (1959 letter suggesting that Cape was "extremely cautious" in picking NAAC personnel who would "fit into [the Company's] scheme of things . . . without causing embarrassment all around"); **Ex. 16**, CAPE000816 (1976 board minutes showing payment of $250,000 dividend); **Ex. 17**, CAPE000931–32 (NAAC President stating in 1956 that NAAC "think[s] of ourselves as being part of a coordinated group with responsibilities to the whole, even though this may mean subordinating other and more profitable interests of NAAC," and expressing offense at being called "commission agents," which "implies an independent, lack of responsibility, and an emphasis on local self-interest").

[8] *See, e.g.*, **Ex. 18**, CAPE000351–56 (1975 lawyer letter referring to "attempt to limit NAAC's and Cape's exposure to future United States litigation").

[9] *See* **Ex. 19**, CAPE000123 (NAAC discouraging Cape visits to the U.S. in 1978 or else negate "maneuvers" related to "continued problems with product liability litigation"); **Ex. 20**, CAPE000152 (1975 letter suggesting to "disassociate the Parent Company as fully as possible from the operating companies"); **Ex. 21**, CAPE000154 (1975 letter raising whether to "do something to change the identity of NAAC in order to avoid exposing the company unnecessarily," while doing "everything possible to maintain a successful selling operation in the United States"); **Ex. 22**, CAPE000166–67 (1974 NAAC letter suggesting that "no one from Cape be an officer of NAAC since we want it to be as independent as possible in order to avoid any contention that it is the alter ego of Cape and that Cape is doing business in the United States"); **Ex. 9**, CAPE000333 (1975 Cape Asbestos letter stating "that it would be a sensible precaution against Cape's involvement in any future proceedings for [Cape personnel] to resign from the N.A.A.C. Board," and enclosing resignation letters).

EXHIBIT 2

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the Second Amended Summons in this action, as properly served pursuant to Article 10 of the Hague Convention on March 8, 2022 *See* Exhibit A.[10] According to Cape executives, this strategy was warranted because they "really cannot be said to have a moral responsibility [to respond to the suits] and are simply victims of [a] US product liability cult." Piercing the Corporate Veil: Cape Industries and Multinational Corporate Liability for a Toxic Hazard, 1950-2004; Tweedale and Flynn, *Enterprise & Society,* June 2007, Vol.8 No. 2 pp.268-296 (1977 letter from Cape's counsel) attached as **Ex. 25**.

Ultimately, to avoid paying damages to workers whom were made sick or killed by using its asbestos, Cape resolved to liquidate NAAC, effective January 31, 1978. *See, e.g.*, **Ex. 26**, CAPE001035 (April 1978 letter noting liquidation and requesting Cape Asbestos official to stop sending accounting memoranda to former NAAC officials, "for safety's sake"). Existing debts of NAAC were paid, with remaining assets transferred upstream to NAAC's direct parent company at the time, Cape Industries Overseas Ltd. (a U.K. entity wholly owned by Cape Industries Ltd.). *See* **Ex. 27**, CAPE000593 (noting conveyance of assets). NAAC's liquidation was central to Cape's litigation-avoidance strategy, based on legal advice that no British or South African court would enforce a judgment against a Cape entity if it never appeared again in the United States.[11]

[10] *See* **Ex. 23**, CAPE000550–51 (NAAC personnel opining in 1978 "that it is most unlikely that any plaintiff would bother to pursue collection of any default judgments against Cape"); **Ex. 24**, CAPE000702 (NAAC counsel in 1979 confirming receipt of correspondence stating that "U.K. and South African lawyers confirm that any resulting judgments will not be enforceable against Cape's U.K. and South African assets" and that "the potential loss of all NAAC's outstanding assets is not material in the Cape Group context").

[11] *See, e.g.*, **Ex. 28**, CAPE000141–43 (1975 legal letter advising Cape on default-judgment risk); **Ex. 29**, CAPE000566 (1978 memorandum agreeing that it would be in the "best interests of Cape companies other than NAAC" to make "no response" to litigation); **Ex. 30**, CAPE000617–19 (summarizing 1984 deposition testimony regarding litigation strategy).

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Yet, Cape continued to contemplate schemes to facilitate the sale of asbestos to U.S. customers while minimizing its product-liability risk.[12] For example, Continental Products Corporation (using the same physical address as NAAC in Chicago, Illinois) was formed to "act as a commission agent for the future sales of asbestos from South Africa" in the United States, with South African mines selling to a new Lichtenstein subsidiary called Associated Mines Company, which in turn sold asbestos to the United States under its own invoices. **Ex. 32**, CAPE000386; *see also* **Ex. 33**, CAPE000531 (announcement of Continental Products Corporation as "Agent to handle the North American requirements for Amosite and Crocidolite asbestos fibre"). The express "purpose of this corporate arrangement [was] to eliminate or reduce as much as possible the exposure in the United States of [South African mining companies] to lawsuits brought against it under theories of strict liability concerning products liability on the sale of asbestos in the United States." **Ex. 34**, CAPE000377–79.

C. A Receiver Can Marshal Cape's Assets to Satisfy Claims.

Asbestos claimants have been generally unsuccessful in recovering against Cape entities (except for a single instance in which Cape contributed to the settlement of certain asbestos claims brought in Texas). Indeed, due to its complex scheme to liquidate NAAC and not respond to litigation, Cape left its creditors—namely, the thousands of people it exposed to asbestos—without any meaningful entity to proceed against and, apparently, disposed of its United States-based assets without regard to those creditors. Now, apparently, all that potentially remains of Cape in the United States is its historical insurance coverage.

[12] *See, e.g.*, **Ex. 31**, CAPE000728 (1977 meeting memorandum "to discuss liquidation of NAAC and formation of new off-shore company to service North American market").

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Plaintiffs request that this Court appoint a receiver to marshal Cape's assets, including insurance coverage, and that the receiver be granted such further and other powers as may be appropriate, including, but not limited to, the acceptance of service of claims, retaining counsel, making claims against insurance policies that may exist, and otherwise wholly administer all of the assets and attendant business of Cape.

LAW AND ARGUMENT

South Carolina Code § 15-65-10(4) states that:

> A receiver may be appointed by a judge of the circuit court, either in or out of court: … (4) When a corporation has been dissolved, is insolvent or in imminent danger of insolvency or has forfeited its corporate rights, and, in like cases, of the property within this State of foreign corporations ….

It is undisputed that Cape, through its complex scheme and 1978 liquidation of its American subsidiary, NAAC, has intentionally fled the United States to avoid its liabilities and obligations to its creditors and to the extent it ever properly qualified itself to do business in South Carolina has forfeited those rights. *See, e.g.*, Black's Law Dictionary (11th ed. 2019), *forfeiture* ("loss of a right, privilege, or property because of a crime, breach of obligation, or neglect of duty") Thus, appointment of a receiver over Cape and its affiliates is appropriate under subsection (4).

South Carolina Code §15-65-10(5), moreover, states that:

> A receiver may be appointed by a judge of the circuit court, either in or out of court: … (5) In such other cases as are provided by law or may be in accordance with the existing practice ….

Section 15-65-10(5) reflects an "old practice" of equity and "important principle of law" to correct injustice, particularly "when a debtor 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 his creditors in the collection of their debts." *Va.-Carolina Chem. Co. v. Hunter*, 66 S.E. 177, 179 (S.C. 1909). Thus, if a business "disposes of large resources" but "leaves . . . debts unpaid"—while "set[ting]

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creditors at arm's length by refusing . . . to take any interest in the satisfaction of their claims"—then there is a prima facie case of fraud warranting appointment of a receiver. *Id.* at 180 (citing *Miller v. Hughes*, 12 S.E. 419 (S.C. 1890)). It is respectfully submitted that the appointment of a receiver over Cape and its affiliates is appropriate under subsection (5) because Cape engaged in an intentional scheme to defraud its creditors by refusing to appear or accept service in the United States after being faced with substantial asbestos-related liabilities.

Section 15-65-20 requires that notice of this application be provided to the party to the action whose property is sought to be put in the hands of the receiver. Plaintiffs, concurrently herewith, have provided copies of this motion to Cape PLC.[13]

CONCLUSION

For the foregoing reasons, the appointment of a receiver for Cape for all purposes, including, but not limited to, marshaling available assets of Cape and its subsidiaries, successors, and assigns, is appropriate. Plaintiffs request that this Court issue an order appointing a receiver as soon as practicably possible and for such other and further relief to which they may be entitled. Plaintiffs respectfully suggest that Peter Protopapas be appointed the receiver over Cape.

Respectfully submitted,

s/ Aaron D. Chapman
Aaron D. Chapman (SC Bar No. 104485)
Charles W. Branham, III (To be Admitted *PHV)*
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Third Floor
Dallas, TX 75202
achapman@dobslegal.com
tbranham@dobslegal.com
Other email: tgilliland@dobslegal.com

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

[13] Plaintiffs have placed into the hands of DHL, an international carrier, a copy of this motion and its exhibits, for delivery to the same address at which service was perfected.

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KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street
Post Office Box 1476
Columbia, South Carolina 29202-1476
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com
ATTORNEYS FOR PLAINTIFF

March 6, 2023,
Dallas, Texas.

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196 50

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

No. 40203

I hereby certify that

THE CAPE ASBESTOS COMPANY LIMITED

having by special resolution and with the approval of the Secretary of State changed its name, is now incorporated under the name of

CAPE INDUSTRIES LIMITED

Given under my hand at London the 1ST JULY 1974

N Taylor

N. TAYLOR

Assistant Registrar of Companies

CAPE000308

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NOV 2 4 1982

DISTRICT COURT, BOULDER COUNTY, STATE OF COLORADO

IN RE ASBESTOS CASE NO. 79-CV-1774-2D

LOUIS PACELLO, CASE NO. 80-CV-0089-2
Plaintiff,

v.

JOHNS-MANVILLE SALES CORPORATION (successor by merger to JOHNS-MANVILLE PRODUCTS CORPORATION), et al. Defendants.

NORTH AMERICAN ASBESTOS CORPORATION
ANSWERS TO PLAINTIFF'S REQUEST FOR PRODUCTION

OPENING STATEMENT

NORTH AMERICAN was formed in 1953 for the purpose of expediting and facilitating the movement of raw crocidolite asbestos sold by Cape Blue Mines (Pty.), Ltd. of Koegas and Pomfret, South Africa, and raw amosite asbestos sold by EGNEP (Pty.), Ltd. of Penge, South Africa, as well as for the sale of raw asbestos and certain asbestos products such as rope, yarns, and cloth purchased from other sources. The company was essentially a one-man operation consisting of a president-sales representative, and four office clerical personnel. Robert Cryor (now deceased) acted in the capacity as president and director of the corporation from 1953 through 1970. Mr. C. G. Morgan acted as Director and Chief Sales Representative from December 1, 1971 through May 19, 1978, and was President from June 10, 1974 through May 19, 1978. The company was voluntarily dissolved on May 19, 1978.

NORTH AMERICAN operated a small, experimental manufacturing facility at 500 McKinley, Mundelein, Illinois, from time to time during the years of 1963 through 1966. This operation produced, on an experimental basis, an asbestos mat-like product, sold under the name of Noramite, and was used primarily in the plastics and space industries. The great majority of Noramite produced at the Mundelein facility was sold to a single customer in California.

The company has not been in existence since May 19, 1978, and has had no officers, directors of employees since that date who can provide personal knowledge as to the company's affairs. The information which formed the basis of the Defendant's

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Answers herein, has been gathered by counsel for the Liquidating Trustee, Mr. Max E. Meyer, of 115 South LaSalle Street, Chicago, Illinois 60603, and is based in part on the personal knowledge of the said trustee, and information derived by counsel from existing business records of NORTH AMERICAN now in custody of counsel. Many of the company's records are now unavailable. Records of purchases and sales made by the company for the period 1953 through 1967 were destroyed in 1970 at the time the company moved to new and smaller quarters at 150 South Wacker Drive, Chicago, Illinois. NORTH AMERICAN will permit Plaintiff to inspect and copy its remaining business records upon receipt of an appropriate document request therefor.

1. The records and books of NAAC in the control and custody of Mary G. Oppenheim, Liquidating Receiver, 111 West Washington Street, Chicago, Illinois, which contain information about the names and locations of Defendant's customers for asbestos or asbestos-containing products, the quantity of insulation distributed to the State of Colorado and/or sold or used in the State of Colorado, and the number or amount of products distributed to the State of Colorado and sold in the State of Colorado which contain or are manufactured with asbestos, and which products would include products other than insulation.

RESPONSE: See opening statement. The files and records of NAAC will be made available to you upon receipt of proper notice.

2. All NAAC insurance policies where the company is the insured on a liability insurance policy that would cover the incident referred to in the Complaint.

RESPONSE: The files and records of NAAC will be made available to you upon receipt of proper notice.

Sep-08-99 03:37P P.04

CAPE000111

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally appeared before me, MARY G. OPPENHEIM, who, being duly sworn, deposes and says that she is the Liquidating Receiver of the NORTH AMERICAN ASBESTOS CORPORATION Liquidating Trust; that the NORTH AMERICAN ASBESTOS CORPORATION has been dissolved and liquidated; that as Liquidating Receiver of the Liquidating Trust she has custody of the existing business records of NORTH AMERICAN ASBESTOS CORPORATION, and has knowledge of the said files and records, to the extent they are available, as set forth in Exhibit A to NORTH AMERICAN's Answers herein. In the course of the preparation of these Answers, she examined the files and records of the corporation, or caused the same to be examined, and that she has read the foregoing Answers and, based upon the aforesaid records of the corporation, the same are true and correct to the best of her information and belief.

Mary G. Oppenheim
Mary G. Oppenheim

Subscribed and sworn to
before me this 4th day
of December, 1982.

Adrienne Fels
Notary Public

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CAPE000112

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EXHIBIT 3

...mpany	Holding Company	Country of Incorporati
...VERSEAS GROUP		
Building & Insulation Division		
Cape Insulation (Ireland) Limited	Cape Industries Overseas Limited	Ireland
Soltex Limited	Cape Insulation (Ireland) Limited	Ireland
Automotive Division		
Cape Asbestos (Ireland) Limited	Cape Industries Overseas Limited	Ireland
Don Deutschland G.m.b.H.	Cape Industries Overseas Limited	Germany
Don France S.A.	Cape Industries Overseas Limited	France
Don International S.A.	Cape Industries Overseas Limited	Belgium
Mining Division		
Cape Asbestos South Africa (Pty) Limited	Cape Industries Overseas Limited	South Afri
Amosite Mines of South Africa (Pty) Limited	Cape Asbestos South Africa (Pty) Limited	South Afri
Consolidated Blue Asbestos Corporation (Pty) Limited	Cape Asbestos South Africa (Pty) Limited	South Afri
Egnep (Pty) Limited	Cape Asbestos South Africa (Pty) Limited	South Afri
Amosa (Pty) Limited	Egnep (Pty) Limited	South Afri
Cape Blue Mines (Pty) Limited	Cape Asbestos South Africa (Pty) Limited	South Afr
North American Asbestos Corporation	Cape Industries Overseas Limited	U.S.A.

CAPE000177

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President
Cox Properties Corporation
2600 Atlantic Tower
Atlanta, Georgia

September 25, 1972

Dear Sir:

[illegible]

[illegible]

[illegible]

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NAAC SERVICE TO CUSTOMERS October 27, 1969

U.S. customers for Amosite and Blue asbestos dislike buying raw materials from overseas sources and would eliminate these purchases if they possibly could. Further, it is a well-established principal in U.S. industry that no company should depend on a raw material or ... supply that is available from a single source only.

NAAC offers a variety of services to try to make it easier for the customer to buy and make delivery of Amosite and Blue -- in effect to make it more like purchasing a domestic material.

In respect to the single source problem NAAC represents that NAAC/Cape fully recognize this difficulty and take serious responsibility in maintaining continuity of supply of Amosite and Blue fibre at fair prices. We contend no plant in the U.S.A. has, in the past 15 years or more, ever had to cease operation for lack of supply of these fibres. Even during three serious dock strikes in the past six years this has been true.

Specific services performed or offered by NAAC are as follows:

1. We schedule customer requirements with the Mines, tentatively 90 and 60 days in advance and finally 30 days in advance -- adjusting with the customer the frequent revisions of scheduling that the Mines must make due to lack of material or need to substitute grades.

2. We regularly keep informed of the customer's inventory position to anticipate and avoid possible plant shutdown due to lack of material.

3. We keep the customer informed of shipping dates, anticipated shortages and any deviation the Mines must make from the preferred scheduling.

4. We deliver Amosite and Blue to the U.S. port closest to the customer's plant -- all freight, insurance and customs charges fully paid. In effect we put the Mines at every U.S. port.

5. On arrival of the shipment we have our import forwarding agents clear the material properly through customs and port facilities and see that it is forwarded to the customer's plant by rail or motor carrier at the most economical freight rate. We are constantly in touch with the carriers in matters of inland freight and we employ a freight rate specialist -- consultant -- to advise us.

CAPE000988

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6. NAAC provides insurance coverage on each shipment from Africa port all the way through to the customer's plant. When there are overages or shortages in a shipment or mixed gradings through error in handling at the port, we sort this out for the customer and arrange that he receives proper credit. Where there are mixed grades in a consignment we see that the bags of incorrect gradings are removed from his premises and replaced with the correct number of bags of the proper grade. All without charge to the customer.

7. NAAC maintains stocks of Amosite and Blue fibre in warehouse in Philadelphia, Pennsylvania - Los Angeles, California - Burlington, Ontario, Canada - and Monterrey, Mexico. Such stocks are for the convenience of both small and large customers, some of whom prefer to be supplied from warehouse rather than to depend on inbound shipments. The warehouse stocks are also used for sample purposes -- frequently enabling us to supply immediate trial tonnage to users or prospects who otherwise would have to wait six to eight weeks for shipment from Africa.

8. NAAC provides financing or credit terms to small and large customers where necessary to facilitate the sale. In case of certain users we extend terms of 90 days and in some instances up to 180 days on irrevocable letter of credit. We also have customers with whom we have set up consigned stocks in the customer's plant, they paying for the material as used.

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WIT 478

DEC - 1970

Vol. 5, No. 12 • December, 1970

NAAC's PLACE IN THE SUN - Because of changing personnel duties and the entry of new people into the industry each year, NAAC herewith presents a 'quick overview' of our own role in the asbestos industry. As many of you know, North American Asbestos Corporation is a member of the Cape Group of Companies which has its headquarters in England. Cape, through its mining subsidiaries, owns and operates Amosite and Crocidolite (Blue) Asbestos mines in seven locations in Southern Africa. NAAC imports and distributes these Amphibole Mineral Fibres in the United States, Canada, Mexico and the Caribbean region. NAAC currently is importing 12 different grades of Amosite and eight grades of Crocidolite. NAAC does not import or sell Chrysotile asbestos. NAAC is the largest U.S. importer of Amphibole Fibres which are re-distributed from our warehouse locations in East Coast, Gulf Coast and West Coast Ports. Depending on the visscitudes of the ocean freight industry and fibre supply at the mines, the normal order-to-delivery time for the most popular grades of Amosite and Crocidolite fibres is about 45 days. NAAC has complete access to three Cape Asbestos Fibre laboratories in the U.K., and is always ready to assist customers with technical and manufacturing problems.

DENT NAMED CHAIRMAN OF SUBSIDIARIES - R. H. Dent, Chairman of the Cape Group of Companies, has been appointed Chairman of five subsidiaries of our Cape Group affiliate, Charter Consolidated, Ltd. The subsidiaries, all located in England, include Heatrae, Ltd., Elastic Rail Spike Co., Ltd., Rathdown Holding Ltd., Rathdown Industries, Ltd., and Lee Green Precision Industries, Ltd.

ASBESTOS DOWN UNDER - Asbestos Bulletin reports a $160 million Chrysotile asbestos mining operation, Australia's first of any consequence, is to be established 11 miles east of Barraba, New South Wales. It's expected that the mine will produce 70,000 tons of fibre per year from 1.5 million tons of ore.

ASBESTOS/ALUMINUM PAINT - An American company has developed a combination aluminum and asbestos paint, six to eight times thicker than ordinary paint, which is said to last for 15 to 20 years. The paint, says the Asbestos Producer, combines the heat-reflective qualities of aluminum with the long life and weather-resistance of asbestos fibres.

RUSSIAN ASBESTOS INDUSTRY - Russian author P. Ya. Titarenke says that there are now 14 large asbestos deposits in Russia being "exploited industrially," and these represent 63% of the world's resources. He says Soviet production

PLAINTIFF'S EXHIBIT 908

DEPOSITION EXHIBIT Mirvish #11 4/12/22

CAPE000878

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of asbestos accounts for 50% of the world's output.

MEANWHILE, IN FINLAND - Asbestos is said to have been in use in Finland for 4,500 years, according to a couple of Finnish writers. The earliest use of asbestos fibres was in pottery clay for reinforcement. Today, the Paakkila deposits of Finland turn out from 15,000 to 18,000 tons of Anthophyllite asbestos annually.

LAST DIAMOND RUSH? - Grab that shovel. What may be "the last in Southern Africa" diamond rush is now underway in an alluvial field on the Zwartrand Farm near Koster, Transvaal. Minister of Mines and Health, Dr. Carel de Wet said that payable alluvial diamond fields were becomming scarcer, and the "few left must be protected for the bona fide digger". The current diamond rush has attracted a mere 300 diggers even though one man found a 48.12 carat stone which he sold for $42,000. Perhaps we're getting less adventurous; the diamond rush in 1926 attracted 20,000 people.

A/C FOR LAWN AND GARDEN - New product catalog of a Southern African company called Superconcrete Pipes contains a rich assortment of a/c products for the lawn and garden. Among the products included are outdoor furniture (including a stool that looks just like an elephant's foot), flower pots and barrels in many shapes, fish ponds, and decorative items. The company also makes a/c products for indoor gardening, reports booming sales, and has no worries about bugs consuming their output.

SCARES OFF KILLER WHALES - J. H. Loubser, light house keeper at Cape St. Bla Cape Province, was watching eight whales about 120 yards from the lighthouse cliff when they were suddenly cornered by a large pack of killer whales. Leubser put in an emergency call to the town council, which immediately dispatched a helicopter. The helicopter 'hoved over the the killer whales, the took fright and swam out to sea at great speed". The brave 'copter pilot intoned: "It was no time for engine failure."

NEW S.A. HARBOR - Legislation to provide for building of a new harbor at Richards Bay is expected to be introduced in the 1972 session, according to Transport Minister Ben Scheeman. After approval, completion of the first stage of the harbor is expected to take four years.

SOPHISTICATED WHISTLERS - Dr. J. R. Grindley, director of the Port Elizabeth Oceanarium, reporting on comprehensive study of living dolphins, says: "Dolphins' social organization depends on a dominance hierarchy that requir a sophisticated communication system. Dolphins communicate with each other by whistling."

AND TO ALL - - - OUR BEST WISHES TO YOU AND YOURS FOR A HAPPY HOLIDAY SEASO AND A HEALTHFUL AND PROSPEROUS NEW YEAR!

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July 8, 1969

Dr. R. Gaze
The Cape Asbestos Company Ltd.
114 Park Street
London W. 1, England

Dear Richard,

I am sorry to be so tardy in replying to your letter of the 23rd June, but I have been travelling quite a little.

Your letter points to the fact that NAAC has been receiving a 5% commission on fibre purchases for customers we are now selling directly and who formerly purchased by contract from the Mines. These customers are Keene Corporation (formerly Baldwin-Ehret-Hill), Carey, Fibreboard, GAF (formerly Ruberoid), and Owens Corning. You also list, in your letter, Johns-Manville and Pittsburgh Corning, however, we have never received more than 2. 5% commission on these two customers.

Naturally I accept your decision in this matter and we can revert to the 2. 5% basis whenever you wish to have it become effective, although, as you point out, it is a source of some disappointment and concern to me.

I do not know what you have in mind as a commission or financial arrangement for NAAC for next year, although when I was in London recently there was discussion about a 3. 5% commission for NAAC on all purchases and contract sales in North America.

I will not trouble you now with the various reasons why I think the relationships we have with these companies are entirely different than those that existed "pre-1955". However, in thinking of any basis of compensation for NAAC for its activities as sales agency or distributor for the Mines it is quite important to keep in mind that NAAC, either by commission or by price markup or both, must achieve enough return to maintain increasingly costly services that our fibre customers require. For example, the customers listed above have each, at various times, insisted that they no longer wanted to purchase

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directly from the Mines and have to pay for the material at the time of shipment from Africa. Further, they have all objected to the annoyances of having to do their own importing of the material through customs house brokers and the troublesome details of filing claims for the shortages that regularly occur on the out-turn of the bags from the vessels, and they do not want to worry about marine insurance, etc. Instead they prefer to have NAAC look after these details leaving to us the in-transit financing costs, insurance problems, the handling of the details in the shortages and the claims at each of the ports, etc., etc.

I have held the opinion that we must provide these services wherever the customer finds it troublesome to perform them for himself -- we must, in fact, make it as easy as possible for the customer to deal with us. This is the one great advantage we have over Central, Kuruman, and Turners in their efforts to sell Blue and Amosite in this market.

These competitive companies, lacking a U.S. distributor, can only quote c.i.f. U.S. port, which is relatively unattractive to most of our customers who have become accustomed to the services we supply. It should be obvious, however, that these services cannot be covered with a 2.5% commission, and for the five companies listed above NAAC has no extra markup with which to provide such services. It is a fact that the Mines also enjoy a higher price from these companies for the grades that they buy than, I believe, any other customer. This is because NAAC has r regularly encouraged increases in the prices to these customers, thus creating the overprice.

I am not sure you are aware of all the services that we perform for our customers, but these are fairly extensive and costly.

Whatever the financial arrangements between the Mines and NAAC that you may plan for the future, I hope you will keep in mind that we have an increasing burden here in the cost of doing business, in increased services, and the administration of these services.

With best regards.

Sincerely,

RECryor/jc

CAPE000995

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EXHIBIT 8

Copy to Mr. Cryor

942 04 -

RHD/JR

6th October 1953

Messrs. Lord, Bissell & Kadyk,
135 South La Salle Street,
Chicago 3,
U. S. A.

For the attention of Mr. M.E. Moyer

Dear Sirs,

Thank you for your letter of 29th September with regard to our proposal to form a subsidiary company in the United States, and we are glad that you are willing to act for us in this matter. Your observations on the taxation aspect of this matter have been most helpful in enabling us to come to a decision to proceed with the formation of the Company, as we feel that provided we are guided by you in certain detailed matters there is no fundamental reason why the establishment of such a Company should involve us in taxation other than that on the profits of the American Company.

We are asking Mr. Cryor to call on you, and he will be able to supply a good deal of the information which you will require, but in order to be sure that we are quite clear from the tax point of view as we go along, I am putting down in detail the method by which we hope it will be possible for the new Company to conduct its business.

CAPE000263

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Considering first the sales of crude asbestos made by our Mining Companies in South Africa, we should wish to divide these sales into two categories: "Scheduled Contracts" and "Other Sales". By "Scheduled Contracts" we mean the main bulk of the sales which are normally made by contract towards the end of any year for supply during the ensuing year. The expression "Other Sales" is intended to cover any sale of surplus crude asbestos not contracted for under the above-mentioned arrangements.

Our proposal is that in the case of all Scheduled Contracts the sale should be made as at present, direct between the Mining Company and the American customer, the offer and acceptance being in accordance with the attached form of letter which we have used for some years and which we are advised is in conformity with the arrangements necessary to cover the taxation aspect. In the case of Other Sales, we should like the Mining Companies to be able to sell outright quantities of asbestos to the American Company at the lowest current price, and the American Company to sell to its customers at the best price they can obtain, acting of course as a principal and not in any way as agent.

We have ascertained that the South African Authorities would have no objection to the payment to the American Company of a commission of 2½% on Scheduled Contracts, and this should be the American Company's income for their work on behalf of the Mining Companies in the capacity of correspondents, it being made clear that the American Company will have no authority to negotiate or make contracts, but shall act as a source of information and provide general assistance to the South African business.

So far as the sale of insulation and other asbestos goods manufactured in the United Kingdom is concerned, these sales have not been extensive in the past although we hope to increase them by means of our new venture, and here again we should like to be able to sell these goods to the American Company as a principal at the best possible terms, the American Company then selling to customers on its own account. This would of course avoid warehousing on our behalf.

EXHIBIT 2

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It is likely that we might at some time in the future also require the American Company to undertake manufacture of asbestos products on its own account, and it would of course purchase the raw material, acting as a principal, from our Mines. We may also require the American Company to undertake agencies for other businesses, partly as a convenience and partly because we feel this may be of assistance in establishing its independence of the Parent Company here.

Turning to the points which you raise towards the end of your letter, we shall certainly wish Mr. L.W. Dennis and Mr. R.E. Cryor to be Directors of the Company, but in the first place we should be glad if one or two members of your office staff could act with Mr. Cryor to be the first subscribers and incorporators, and we can later transfer the shares to the proper holders.

We agree that the Corporation should be organized under the laws of the State of Illinois and we should be glad to have a copy at your convenience of the standard Bye-Laws of a private Limited Company of this kind. We are proposing that the name of the Company should be the North American Asbestos Corporation, which name we understand from Mr. Cryor is available, and we feel that the initial capital of $1,000 which I referred to in my earlier letter will be enough to start with. I think that this covers all the points which it is convenient to deal with at this stage.

After you have had an opportunity of discussing the matter with Mr. Cryor, I should be glad to hear from you again in due course with particular reference as to whether these more detailed proposals for the Company's operations are likely to complicate matters by involving us in U.S. taxation other than on any profits which the American Company may earn. I feel I need hardly add that our anxiety in this matter is not to escape any taxation which should properly be paid by any of our Companies, but merely to avoid exposing ourselves to taxes which may fairly be avoided by the prudent disposition of our business arrangements.

CAPE000265

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I should not like to close this letter without adding my thanks to you for dealing with my original enquiry so expeditiously, thus enabling us to proceed with this proposal.

Yours faithfully,

Director

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EXHIBIT 9

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910.12

~~THE CAPE ASBESTOS COMPANY LIMITED~~

CAPE INDUSTRIES LIMITED

114 Park Street London W1Y 4AB

TELEPHONE 01-499 6022. TELEGRAMS INCORRUPT LONDON. TELEX 24811

Mr. Max Meyer,
Lord Bissell & Brook,
135 South La Salle Street,
Chicago,
Illinois 60603,
U.S.A.

15th July, 1975.

Dear Max,

Re: NAAC.

As you may already have heard from Jerry Morgan, we feel that it would be a sensible precaution against Cape involvement in any future proceedings for Mr. Higham and Dr. Gaze to resign from the N.A.A.C. Board and I accordingly enclose their resignation letters.

I believe this will bring the number of remaining directors below the minimum provided for in the Articles but presumably this can be corrected by resolution bringing down the minimum.

Kind regards.

Yours sincerely,

A. J. Penna.
Group Solicitor.

Enc.

AJP/JG

CAPE000333

EXHIBIT 2

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EXHIBIT 10

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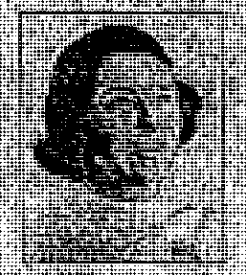
NORTH AMERICAN ASBESTOS CORPORATION

We are Pleased to Announce

MR. C. S. MORGAN

has been appointed Vice President and General Manager of North American Asbestos Corporation. Mr. Morgan was formerly a Vice President of Fort Pitman Industries Inc., and Division Manager of a Company Division.



MR. JOHN HOLZER

has been appointed Corporate Secretary / Treasurer for North American Asbestos Corporation. Mr. Holzer will continue to [illegible] Accounting Department and assume additional responsibilities. Mr. Holzer joined the Company in 1961.

MR. JIM PALIZZI

has been promoted to Sales Director since 1964, he will now be responsible for the West Coast operations.

North American Asbestos Corporation, which is a subsidiary of the Cox Asbestos Company Limited of London, will continue to specialize in marketing and distribution of Raw and Amazite asbestos in the United States, Canada, Mexico and the Caribbean. Our prime concentration will be to maintain close relationships with our many friends and to continue our established policy.

300 SOUTH MICHIGAN AVENUE, CHICAGO, ILLINOIS 60604 (312) 922-1234

Chairman

President

EXHIBIT

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EXHIBIT 11

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Mr. J. Morris,
Group Chief Management Accountant,
Cape Industries Limited,
114 Park Street,
London W1Y 4AB, England.

3rd
December
1975

Dear Mr. Morris,

Budgeting/Planning

Despite the volume of sales and profits of NAAC, our operation is a very small one, with only a total of 5 employees.

All of our bookkeeping and accounting is hand recorded, with just the help of some unsophisticated calculators. Needless to say, under our rather unusual circumstances, any highly sophisticated computer systems would cause a great deal more work, and create more problems than the costs would warrent, and we would be against going to computers, which I am sure you can understand.

Sincerely,

Secretary - Assistant Treasurer

JHoltze:sp
cc: Mr. J. L. Sparkes

CAPE001514

EXHIBIT 2

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EXHIBIT 12

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The Cape Asbestos Company Limited
Notification of Subsidiary's Particulars

Notification no.197 /.....
Particulars correct as at
.....(date)

1. Name of Company: North American Asbestos Corporation 2. Registered No:
3. Type of Company:
4. Subsidiary of: The Cape Asbestos Company Ltd.
5. Administered by:
6. Date of incorporation: 14.10.53 7. Country of incorporation: U.S.A.
8. Date acquired/formed:
9. Registered Office: 150 North Wacker Drive, Chicago, Illinois 60606, U.S.A.
10. Head Office " " " " " " " "
(Postal address)
11. Locations: Chicago
12. Principal activities (if non-trading state 'dormant') Sale of crude asbestos fibre.
13. Share Capital:

	Authorised	Issued
(a) Ordinary shares of $100 each	$ 100,000	$ 100,000
(b).....		
	$100,000	$100,000

14. Shareholders:

Name	Number of Shares (state for whom held in trust)
CAC	1,000

15. Share Certificates, declarations of trust and blank transfers held ~~at~~ by NWB
16. Number of directors permitted under Articles: Min....6.....; Max....6.....
17. Directors:

Name	Date of appointment as director	Name	Date of appointment as director
G. A. Higham (Chairman)	1.7.74		
C. G. Morgan (President & Treasurer)	5.4.71		
J. J. Polizzi (Vice President)	4.5.67		
M. E. Meyer (Vice President & Assistant Secty)	15.10.53		
R. Gaze	7.4.70		
H. C. Brook	21.5.59		

18. Secretary: J. Holtze (Ass't. Treas.) Date of appointment: 29.4.70
19. Auditors Peat Marwick Mitchell & Co., 222 South Riverside Plaza, Chicago 60606
20. Nature of revision (see note 20)....Changes in Directors and Officers CAPE001928

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EXHIBIT 13

66.35

939 13

Cape Asbestos Fibres Limited

REGISTERED IN ENGLAND No. 678 215

REGISTERED OFFICE
Iver Lane, Cowley, Uxbridge, Middlesex, UB8 2JQ
Telephone Uxbridge 37111
Telegrams Amoblue Uxbridge
Telex 23471/UXB

Please reply to:
114 PARK STREET
LONDON, W1Y 4AB.
Tel: 01-499 6022

JUL 12 1977

Mr. C.G. Morgan,
North American Asbestos Corporation,
150 North Wacker Drive,
Chicago,
Illinois 60606.

7th July, 1977.

Dear Jerry,

I am grateful to you for keeping me in touch with the important factors which may affect the future of asbestos in the United States. Your letter of 28th June is somewhat pessimistic but I am sufficiently aware of the position to understand the concern which you clearly express in that letter.

I appreciate too that you must have a feeling of isolation in Chicago and while the problems are, I believe, no less serious in our part of the world, we do at least have the benefit of regular contact with many others who are equally concerned.

We had a meeting of the Executive of the Asbestos International Association yesterday and this gave me a chance to talk to John Marsh and Bob Hutcheson. This organisation is getting along well in spite of the inevitable difficulty of correlating the views of representatives of so many different countries. It is clear to me that one of our first tasks must be to try to organise a body of medical opinion that is prepared to stand up to Selikoff.

I know that you will be over in August - either en route for South Africa or on your way back - but let me repeat that I do understand your feelings - which have come through strongly in your recent letters - and if you do feel that you would like to discuss them with me personally at any time, do not hesitate to get in touch and make arrangements for a short trip especially for this purpose.

The situation is certainly a difficult one and changes in our industry are inevitable. I am quite sure however that the result will not be entirely unfavourable and that many new opportunities will emerge.

Yours sincerely,

Richard

Dr. R. Gaze

CAPE000130

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EXHIBIT 14

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February 25, 1976

Mr. M. E. Meyer
Lord, Bissell & Brook
135 South LaSalle Street
Chicago, Illinois

Dear Max,

Per our conversation in your office today, we are enclosing copies of the entire file pertinent to loan procedures, from Cape.

If I interpret this correctly, we are not entitled to borrow one dollar without their approval, which would severely limit NAAC's management flexibility to extend credit to customers, maintain warehouse stocks and make prompt monthly payments to CASAP.

We understand the necessity for some restrictions on borrowing and would request a line of up to $400,000 without restrictions. Considering increased pricing, some 1975 payments to CASAP have been in excess of one-half million dollars per month.

Could we suggest that copies of your memo be sent to Messrs. Gaze and Higham.

Would it be advisable to mention the fact that if substantial dividends were not withdrawn each year we would perhaps have sufficient operating capital to alleviate loans?

Sincerely,

CGMorgan/jc
encl.

CAPE001507

EXHIBIT 2

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EXHIBIT 15

190 22

CONTRACTORS TO THE BRITISH COLONIAL AND FOREIGN GOVERNMENTS: ON ADMIRALTY LIST

THE CAPE ASBESTOS COMPANY LIMITED

HEAD OFFICE 114 & 116 PARK STREET · LONDON W·1

TELEPHONE: GROSVENOR 6022

TELEGRAMS: MICORRUFT LONDON

WORKS
BARKING · HEBBURN BRIDGE
KENTMERE · UXBRIDGE · ETALING
BEDFORD · GLASGOW · TURIN · ITALY
BENONI · S. A. · BARNIA · CAN.

MINES
BLUE MINES, ROMAN · CAPE PROVINCE
AMOSITE MINES · PENGE · EASTERN TRANSVAAL

BRANCHES ETC
MANCHESTER · BIRMINGHAM
GLASGOW · PARIS · ROUBAIX
JOHANNESBURG · TORONTO
CHICAGO · MILAN

RHD/JR

13th April 1959

Mr. R.E. Cryor,
North American Asbestos Corporation,
Board of Trade Building,
Chicago, 4,
Illinois,
U. S. A.

PRIVATE & CONFIDENTIAL

Dear Bob,

Thank you for your two letters on the subject of further Directors for N.A.A.C. Firstly we should be very happy to have either Herb Brook or Gordon Close. I have discussed this with Mr. Newton and we both feel that the best method would be to approach Lord, Bissell & Brook and to ask them whether they would be kind enough to nominate one or the other in accordance with their own wishes. Mr. Newton, I think, would like to write to John Lord himself asking him to do this, and subject to your reply he will do so accordingly.

So far as the second vacancy goes, both he and I are impressed by your description of Harper Boyd and particularly your assurance that he is the type of man who would fit into our scheme of things. The appointment of a Director, however, is one which above all is the most difficult to undo if one makes a mistake, without causing embarrassment all round, and I am a little concerned at the prospect of taking this step with someone whom you say you have only known for a short time.

Would it be possible, therefore, to hold this vacancy open for some time yet, or if not, then to make the proposal to Harper Boyd in such a way that would enable us to get out of it again if by any chance, which is no doubt unlikely, he turned out to be a disappointment? The sort of thing I have in mind is the possibility

CAPE000261

EXHIBIT 2

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of saying to him that possibly in a couple of years' time we would wish to have a rather higher proportion of English representatives on the Board and therefore, while we did not wish to increase its size we might as a matter of policy be thinking in terms of having two English to three American Directors or something of this kind; would be therefore be prepared to begin his association with us on the understanding that it might well be of a temporary nature and that if for reasons entirely unconnected with himself we wanted to change things round, he would not have too violent an objection to dropping out.

I am sure I need not labour the point, but we have had in the past experiences which lead us to be extremely cautious in this direction.

Perhaps before taking any further steps you would firstly confirm that you are happy for Mr. Newton to write to Lord, Bissell & Brook on the lines suggested; and secondly your view on the other vacancy.

Yours sincerely,

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EXHIBIT 16

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MINUTES OF ANNUAL MEETING OF DIRECTORS OF NORTH AMERICAN ASBESTOS CORPORATION HELD APRIL 23, 1976 AT 11:15 A.M.

Charles G. Morgan, Herbert C. Brook and Max E. Meyer, constituting all of the directors, and Joan Holtze, Secretary of the corporation, were present in person. Mr. Morgan acted as chairman and Joan Holtze acted as secretary of the meeting.

Mr. Morgan presented a management report, reviewing NAAC's activities during 1975 and for the first quarter of 1976. He noted that commissions on contract sales from the mines provided only 23% of the net profit, before taxes. Sales of amosite fiber are declining. Demand is decreasing, both because of health hazard problems and increased prices. Blue fiber is in short supply and by 1977 it is expected that pipe manufacturers will be accepting amosite fiber for this purpose because blue fiber will not be available.

Mr. Morgan expects that 1976 will be a good year although not as good as 1975. Mr. Morgan presented to the directors a five-year comparison of tonnage sales of amosite and blue fibers and sales from the GSA stockpile. He also presented a 7-year comparison of sales of Cape fibers, GSA fibers and textiles as well as selling and administrative expenses and commissions, as well as profit for the same period.

Mr. Morgan reported on the difficulty in renewing products liability insurance and the greatly increased cost. The directors were unanimously of the opinion, however, that there is no alternative but to renew adequate coverage, if it can be obtained, regardless of the cost.

The chairman stated that the next order of business is to elect officers. The following persons were unanimously elected to the offices set before their respective names for the term provided in the by-laws:

President and Treasurer ..... Charles G. Morgan

Vice President and Assistant Secretary .. Max E. Meyer

Secretary and Assistant Treasurer ..... Joan Holtze

The chairman stated that the next order of business is to consider the declaration of a dividend. After discussion, on motion duly made and seconded, it was unanimously

RESOLVED, that this corporation pay a dlvidend of $250,000 which may be paid in installments on or before December 1, 1976 to shareholders of record on June 1, 1976.

DEPOSITION EXHIBIT Morgan-D 9-7-86

PLAINTIFF'S EXHIBIT 816

1411AS JUN 015

CAPE000816

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EXHIBIT 17

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December 28, 1956

Malcolm Reid
The Cape Asbestos Co. Ltd.
114-116 Park Street
London, W.1, England

Subject: Cartagena Expenses

Dear Malcolm,

You wrote me on this subject under date of November 22nd, and I have purposely put off replying because every time I have read your letter, I have had a rise in blood pressure and my thoughts have been relatively unprintable.

I am offended somewhat to have you place us in the category of ordinary "commission agents" which implies an independence, lack of responsibility, and an emphasis on local self-interest, which we try to keep out of our thinking and our approach to business in behalf of CAC. To be somewhat trite, we rather try to think of ourselves as being part of a coordinated group with responsibilities to the whole, even though this may mean subordinating other and more profitable interests of NAAC. Certainly you are not obligated to absorb any part of these extraordinary expenses in the Cartagena project, but I feel in not doing so, you are taking some advantage of our wholehearted acceptance of the group idea. This seems particularly so where we have gone to considerable trouble and special expense to get the job and to make it stick, at a price well above the level to which you were prepared to go.

PLAINTIFF'S EXHIBIT 600

Burnette Dep. Ex. No. 600
re I.D. on 8/25/16

CAPE00093

EXHIBIT 2

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Mr. Malcolm Reid--Dec. 28, 1956.

There is only a limited amount of time and manpower available to NAAC, and it is pretty clear that we would earn a greater profit for NAAC (and probably could do more good for CAC in the long run) through the development and attention to other projects than the sale of Caposite in the oil industry. Nevertheless, we shall continue to do all we can to further these oil industry sales, since that appears to be the established policy and the desired objective. However, your approach to the Cartagena expense problem does not fill us with wild enthusiasm and inspiration for the task.

Sincerely,

REC/mfg

EXHIBIT 2

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EXHIBIT 18

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[redacted]

October 3, 1975

Mr. A. J. Penna
Group Solicitor
Cape Industries Limited
114 Park Street
London W 1 Y 4AB

Dear Tony: Re: NAAC

This is a private and confidential reply to the questions raised by Dr. Gaze when he was here this spring, and by your letter of June 25, 1975.

The objective under consideration is an attempt to limit NAAC's and Cape's exposure to future United States litigation. At some point in the past the potential danger of working with asbestos fibers must have been publicized and became generally so well known that sales thereafter should have been at the buyers' risk, and not result in any further liability. Of course, anyone can file a lawsuit at very little cost even though the chance of success is minimal.

In the light of Dr. Gaze's coming trip to Chicago I wanted you and him to have the benefit of the discussion herein before he leaves.

INSURANCE: At Dr. Gaze's suggestion when he was here I immediately contacted NAAC's insurance broker and with one of our product liability experts discussed the possible extension of NAAC's insurance coverage even though the corporation might be liquidated. For weeks I had no answer, and finally I was advised that the insurance coverage could be continued if NAAC were to continue as a shell corporation with officers and directors, even though no longer carrying on business. I advised the broker that this is not really what we had in mind; that he should try again to see if there could be coverage of the corporation for two years after dissolution, and of the officers and directors for a longer period. After considerable time I checked again and was advised that the present insurance carrier would not do this, but that another company might. I was

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told that I could expect a more definite answer within a week or two but I still have not heard.

STATUTES OF LIMITATIONS: Under Illinois law actions for damages for an injury to the person must be commenced within two years after the cause of action accrued. The question, of course, is when the two year statute starts to run. I understand this is one of the issues in the Yandle case in Texas. However, the majority rule and the rule in Illinois seems to be that the cause of action accrues when the "ultimate effect" of the exposure takes disablement. Another way of stating the rule is that the claim accrues when the injury occurs, and the injury occurs when the plaintiff knows or should know of the right to sue the defendant for injury. It does not accrue upon delivery of the asbestos. Older asbestos cases have applied to you a Cornell Law Review article on [illegible] Asbestos Liability Claims - Volume 52, [illegible] No. [illegible] 1967 which discusses asbestos dissolution and post-dissolution claims. [illegible] would seem to be beneficial to one who cannot discover the injury for a number of years after dissolution. Dissolution stops the corporation from existing for all purposes except as may be necessary to wind up and liquidate its business and affairs, and to notify claimants of dissolution and to settle and close the corporate business, to dispose of and convey its property and to distribute its assets, but not for the purpose of continuing the business for which it was organized. Dissolution does not affect any remedy available to or against such corporation, its directors, officers or shareholders for any right or claim existing or any liability incurred prior to such dissolution if action or other proceeding thereon is commenced within two years after the date of dissolution. Sec. 47.3 provides that the directors of a corporation who vote for or assent to the distribution of assets to shareholders after filing an intent to dissolve without adequate provision for payment and discharge of all liabilities shall be jointly and severally liable to the corporation to the extent that such liabilities are not thereafter paid or discharged. Sec. 47.6 provides that directors who fail to wait a known creditor a notice of filing a statement of intent to dissolve shall be jointly and severally liable to such creditor for any loss or damage occasioned thereby. Sec. 47.11 provides that any director who is held liable under various provisions, including 47.3 above, is entitled to contribution from other directors who are likewise liable and from shareholders who knowingly accepted or received any such distribution of assets. Sec. 47.8 provides that the directors who vote or assent to any distribution of assets to shareholders [illegible] by this act shall be guilty of conspiracy and may be punished under the Criminal Code.

To the extent that there is adequate insurance coverage it would seem that the directors could be safe in distributing NAACO's assets in liquidation. However, it seems to me that there is a great deal of uncertainty regarding potential claims against the corporation.

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Although the directors may not actually know of additional claims, if they should know that there is a good chance that there will be additional claims, they too must be provided for. There have been cases where the court held that the liquidation of a corporation was not effective where claims which were known or should have been known were not provided for, and thus the corporation remained in being for purposes of being sued, and the claimants were not limited to the two-year period after liquidation.

Any claimants might have a difficult time pursuing assets if the corporation were actually liquidated and the assets distributed out of the country. In such a case however, it is most likely that the directors would then be named as defendants individually for permitting such a distribution to take place without adequately providing for claims. The general rule is that directors can be sued individually only if they are acting beyond the scope of their duties as directors. Normally only the corporation is sued if its assets are intact; however, if its assets were distributed, any claimant in a position to allege that directors did not adequately provide for claims that they should have known would arise and that they therefore are individually liable. Of course, NAAC's insurance coverage extends to officers and directors only while acting within their duties thereof.

There also seems to be little doubt that liability would be imposed upon a successor corporation set up to replace NAAC, particularly if it could be shown that the activities, personnel and principals of the two companies were the same. Such liability would probably also be present if the new entity were outside the country. Although, as will be mentioned below, any claimant might have to prove his case in the courts of the country of the new entity.

3. REPLACEMENT FOR NAAC. If the replacement for NAAC had an office and one or more employees in the U.S. it would have to qualify to do business in the state or states of its activities and would be subject to the jurisdiction of the U.S. courts the same as if it were a U. S. corporation. For example, if NAAC's business were transferred to Cape Canada but Cape Canada maintained the same office that NAAC has here with substantially the same employees there would be nothing gained insofar as products liability cases in the U. S. are concerned. It would be the same as if the home office were an Illinois corporation as at present. In fact, someone in Illinois would have to be designated as agent of Cape Canada for service of process in Illinois. Even if only a warehouse were maintained in the U.S. and no other office or employees, it is likely that the warehouse would be considered as a place of business in the U.S. and subject the foreign corporation to the jurisdiction of U.S. courts.

It would be impossible to give a detailed consideration of a replacement for NAAC because under the current foreign investment law in Mexico a sales company of the type under consideration cannot be more than 49% owned by non-Mexican shareholders; further, there are heavy penalties for Mexicans who act as nominees for non-Mexican shareholders. The total tax rate on income, including the withholding rate on dividends to get the income out of the country, would be 53.05%, as follows:

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Corporate Income Tax	42%
Dividend withholding tax (rates from 15 to 20% at the rate of 20%)	11.6%
Total effective tax rate	53.6%

There is also a Gross Receipts Tax of 4%.

Canada too has a new Foreign Investment Review Act, part of which is just becoming effective. However, since Cape Canada is already in existence I think there would be no problem if it were merely to expand its activities and continue to be wholly owned by non-Canadian shareholders. The following corporate income taxes are in effect:

Canadian Federal Tax	46%
Provincial Effective Tax (Ontario and Quebec have a 12% corporate income tax but the Canadian federal tax allows a credit of 10%)	2%
Dividend withholding tax at 15%	7.5%
Effective Tax Rate	55.5%

There is also a Canadian federal sales tax of approximately 12%.

If the Canadian corporation were subject to U.S. taxes under the treaty between Canada and the United States, the Canadian company would get a credit against the Canadian taxes for the U. S. taxes paid. The corporate rates in the two countries are substantially the same. The Canadian corporation would probably not be subject to U.S. taxes on the sales in Mexico although it would be subject to Canadian taxes. So far NAOC has been successful in not subjecting itself to Mexican taxes. Presumably a Canadian corporation could continue in the same manner.

If it were possible to operate without an office or employees in the United States it would seem to be better to operate directly from some company in England, the mining companies in South Africa or, if an office is needed near North America, from some Caribbean or Central American country that has very low income tax rates, e.g. Netherlands Antilles. Mr. Morgan's predecessor, Robert Cryer, and I used to talk occasionally about such an operation and we considered the tax savings that might result; however, it was always decided that it was not possible to operate in the United States without an office here, or at least without an employee traveling regularly in the United

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States with authority to negotiate contracts. This would result in the profits being subject to U.S. taxes and therefore there appeared to be nothing to be gained by operating from a country outside the United States.

ENFORCEMENT of U.S. JUDGMENTS by FOREIGN COURTS: The U.S. courts are continuing extending the length of their "long arm jurisdiction". It has reached the point where merely selling into a state, without any other activities in the state, will give rise to jurisdiction of the state court if the product sold results in damage in that state. Along with a copy of the Cornell Law Journal article on product liability, and the Illinois Business Corporation Act, I have also sent under separate cover the current issue of the Corporation Journal containing an article on Long Arm Jurisdiction.

Many countries have a reciprocal enforcement of foreign judgments law. Many, including South Africa, do not. In a country which does not have such a provision the defendant can usually raise in the suit on the judgment all of the defenses he could have raised at the original trial in the U.S.; thus, in taking a default judgment in the U.S. all defenses can still be raised in the suit in the foreign court on the judgment.

Your information with respect to Quebec law is apparently correct. A foreign default judgment is not executory in Quebec. Any defense which might have been raised in the original action is available in an action on the judgment; thus, if it is decided to operate in the U.S. through Cape Canada it may well be desirable to transfer Cape Canada from Ontario to Quebec.

SUMMARY: It is possible that some protection as to future actions could be obtained by liquidating NAAC and operating in the future through a Canadian or other foreign corporation; however, no protection would be obtained if it were necessary to have an office or employees in the United States, or even to have a non-resident employee who continually travels in the U.S. with authority to conclude contracts.

There would be no protection as to suits which might be commenced in the next two years, and it is a judgment question as to whether, in the light of the now public knowledge with respect to asbestos fibers, it is likely that there will be claims accruing and suits arising more than two years from now.

We will try to have more definite information on insurance coverage by the time Dr. Gaze arrives late this month but there appears to be danger to the directors who approve the distribution of assets in liquidation unless they can show that they do not have a reasonable expectation that additional claims against the company exist or might be filed in the future.

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We are looking forward to Dr. Gaze's visit and hope to discuss these matters further at that time.

Sincerely,

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February 2, 1978

Mr. S. M. Dougherty
Cape Asbestos South Africa (Pty) Ltd.
P. O. Box 8644
Johannesburg, South Africa

Dear Simon,

Mrs. Holtze has returned and continues to tell us, in glowing terms, how much she enjoyed her visit to South Africa. I would like to personally thank you for your efforts in making this possible, and for your gracious cooperation.

Joan has advised me of her conversation with you regarding our continued problems with product liability litigation. To avoid any misunderstanding, please do not feel that I have any personal reasons for suggesting a low profile of Cape or Casap in the United States. On the contrary, I would be delighted to have you visit all of our accounts, but we are only endeavoring to pass along the opinion of our legal staff.

Max Meyer has suggested that he would be happy to talk with either you or your legal staff, relative to this matter, should you be so inclined. Perhaps it would be advantageous to call him if there are further questions.

Further to this matter, we met with Rolly Heath at JM, whom you may recall is Director of Purchasing, and also on their legal staff. After we had explained all of the ramifications of our recent changes, he commented that he thought all of your maneuvers were proper, correct and positive measures, but that he hoped Cape would not negate these actions by personal visits to U.S. customers for a period of time.

Please understand that I shall be pleased to abide and cooperate with you on your decision. Most certainly I shall look forward to seeing you in Mexico and personally I cannot see any reason why you cannot pay us a social visit in Chicago. We would be happy to have you here.

Best personal regards.

Sincerely,

CGMorgan/jc

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EXHIBIT 20

Cape Asbestos Fibres Limited

REGISTERED IN ENGLAND No. 676 215

REGISTERED OFFICE
Iver Lane, Cowley, Uxbridge, Middlesex UB8 2JQ
Telephone Uxbridge 37111
Telegrams Amoblue Uxbridge
Telex 23471/UXB

Please reply to:
114 PARK STREET
LONDON, W1Y 4AB.
Tel: 01-499 6022

Mr. C.G. Morgan,
39 Croydon Lane,
York Woods,
Oak Brook,
Illinois 60521.

4th July, 1975

Dear Gerry,

Tony Penna has come to the conclusion that it would have been of some advantage so far as the Pittsburgh case is concerned, if neither Mr. Higham nor I had been members of the NAAC and (in Mr. Higham's case) EGNEP Boards.

Although it will not affect the present situation, Tony has recommended that it would be as well for Mr. Higham and me to resign from these and other Boards which could conceivably be involved in future actions. You will understand that the reason for this is to dissociate the Parent Company as fully as possible from the operating companies and that it does not imply any change whatever in the method of operation or the present responsibilities of individuals concerned, including yourself.

The formal resignations will reach you in due course and I understand that it will be necessary to amend the Articles to reduce the minimum number of directors to three. In view of the other changes we are contemplating and about which I wrote to you recently, it would hardly seem appropriate to appoint other directors at this time but it will of course be necessary to go through the formality of appointing a Chairman. I suggest that you discuss these formalities with Max as soon as you can and it would seem logical for either him or for Herb to become Chairman.

It would I think be as well for this letter not to appear on the office file and so I am sending it to your home. I am also sending a copy to Max at his private address.

Yours sincerely,

Dr. R. Gaze

RG/WFG

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Cape Industries Limited

CAPE

114 Park Street London W1Y 4AB

Telephone 01-499 8022 Telex 24811
Telegrams Incorrupt London
Reg no. 402040 England Registered office as above

911 11

JUN 30 1975

Mr. C.G. Morgan,
39 Croydon Lane,
York Woods,
Oakbrook,
Illinois 60521.

20th June, 1975

Dear Gerry,

I undertook to keep you in touch with our thoughts about the future operations of NAAC and thought I should send this to your home address so as to avoid unnecessary speculation in the office.

As I mentioned during my visit, it is possible that we may wish to do something to change the identity of NAAC in order to avoid exposing the company unnecessarily. At the same time, I am determined to do everything possible to maintain a successful selling operation in the United States.

I have asked Tony Penna to write to Max Meyer posing a number of questions in this connection and one thought that has occurred to me is that we should examine the possibility of using Cape Canada as the selling company. With the headquarters of this company established in Toronto or Montreal, it might be possible to maintain the operation in Chicago virtually unchanged (but perhaps at a different address).

The immediate purpose of my letter however, concerns inventory at your warehouse. In the present uncertainty, it is clearly desirable that we should operate with the minimum of assets of this type and I should therefore like you to take all possible steps to see that this stock is reduced to the lowest possible level.

I am aware that for some reason, a greater tonnage than you had actually requested, was shipped to you and I am therefore making a point of asking CASAP and CAF to ensure that no shipments are sent to you other than those specifically requested.

Yours sincerely,

Dr. R. Gaze

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RG/WFG

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May 6, 1974

Mr. Ronald H. Dent
The Cape Asbestos Company Limited
114 Park Street
London, W 1, England

Dear Ronnie:

Thank you for your letter of May 2. I am in full agreement that Gerry Morgan should be elected President of NAAC. If you would like me to say anything to him about the qualification with respect to any other ventures of Cape in the United States, I will be glad to do so. I am sure if Cape acquired a manufacturing organization on the east coast, or anywhere else away from Chicago, it may be preferable to use a vehicle other than NAAC - perhaps even an off-shore company - for the operation.

I hope that your retirement from the board in favor of Geoffrey Higham will not decrease your visits to Chicago. We would be disappointed if it did.

I would be pleased to accept the position of Chairman of the Board as an officer of the company if you are sure that is what Cape wants to do. Not being directly involved in operations, it may be just as well if I held an officer's title nominally - such as Vice President - just so someone is available to execute documents if Gerry is not available. In such case Dick Gaze or Geoffroy Higham could hold the title of Chairman. This may be desirable from Cape's point of view and would make possible an officer of Cape to serve as chairman of shareholders' and directors' meetings when present.

I think it would be better that no one from Cape be an officer of NAAC since we want it to be as independent as possible in order to avoid any contention that it is the alter ego of Cape and that Cape is doing business in the United States.

Gerry will be pleased to become President, I am sure, and whatever you think best for Cape should govern your decision with respect to Chairman of the Boar

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f you decide that I should be Chairman, as an officer of the company, I visualize that he relative by-law provisions would be amended to read as per the enclosed draft.

Kind regards.

Sincerely,

MEM/v

cc: Mr. Geoffrey Higham
Dr. Richard Gazo

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EXHIBIT 23

March 6, 1978

A. J. Penna, Esq.
Group Solicitor
Cape Industries Limited
114 Park Street
London W1Y 4AB, England

RE: Cape - Future Commercial Activities in the U.S.A.

Dear Tony:

Thank you for your letter of February 24th which Max and I have reviewed carefully. Many of the questions that you raise have been discussed previously in connection with the NAAC operation. It is our opinion that if Don International and Cape Contracts International Ltd. operate as wholly autonomous subsidiaries, then any assets that such subsidiaries might have in the United States would not be subject to attachment to satisfy any asbestosis default judgment obtained against Cape. However, if Don International is incorporated in the United States and is wholly owned by the Cape, any dividends declared might be subject to attachment by a judgment creditor of the Cape.

If Cape should exercise direct control over the activities of either of these subsidiaries in the United States, Cape would be faced with the same contentions that were made in the Tyler cases with respect to the doctrine of piercing the corporate veil. The judgment creditor would have the burden of showing such domination by the Cape and that the subsidiaries of Cape selling or contracting in the United States are merely branches or divisions of Cape rather than independent subsidiaries. The

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greater autonomy in the operation of the subsidiaries, the less chance there would be of any successful attachment of the assets of the subsidiary to satisfy any default judgments against Cape.

We agree that it is most unlikely that any plaintiff would bother to pursue collection of any default judgments against Cape in any of the current asbestosis cases pending in the United States. It has been the practice of practically every plaintiff to join as many defendants as possible, most of whom are substantial corporations such as Johns-Manville and most of whom are adequately insured. There is, of course, the risk that some of the defendants who may have been customers of any of the Cape subsidiaries would endeavor to obtain indemnification and/or contribution from the Cape on the same grounds asserted in the Tyler litigation.

The only cases that we are aware of where the Cape and/or EGNEP have been named as defendants are the two Illinois cases pending in the United States District Court fo the Northern District of Illinois involving employees of the Johns-Manville Sales Corporation Waukegan plant. As I advised you in our recent telephone conversation, we withdrew from that litigation as attorneys for Cassiar when it appeared that under a most recent decision of the Illinois Supreme Court a doctrine of contribution among tortfeasor defendants based on relative fault might be available to Cassiar. However, a recent modification of that decision by our Supreme Court now makes such a doctrine available only prospectively to occurrences after March 1, 1978, and accordingly, such relief will not be available to Cassiar against the Cape. However, there is still the possibility that Johns-Manville as a "customer" of Cape and/or EGNEP might seek indemnity on the theory of active-passive negligence and if a counterclaim is filed against Cape and EGNEP asserting such a claim for relief and a default is permitted, Johns-Manville might take steps to enforce that judgment against the assets of Cape. We doubt that the plaintiffs in these two cases would seek to take an early default judgment against Cape and/or EGNEP and such relief would not be available to Johns-Manville until a final money

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MARCH 7, 1979

RECEIVED
MAR 7 1979
LORD, BISSELL & BROOK

CAPE INDUSTRIES LIMITED, LONDON
TELEX NO. 24811
ATTN: A. J. PENNA

REF YOUR TELEX OF 6 MARCH ON THE BASIS THAT YOU U.K. AND SOUTH AFRICAN LAWYERS CONFIRM THAT ANY RESULTING JUDGEMENTS WILL NOT BE ENFORCEABLE AGAINST CAPE'S U.K. AND SOUTH AFRICAN ASSETS AND THAT PEAT MARWICK AGREE THAT THE POTENTIAL LOSS OF ALL NAAC'S OUTSTANDING ASSETS IS NOT MATERIAL IN THE CAPE GROUP CONTEXT, THE NOTE SET FORTH IN YOUR TELEX IS ACCEPTABLE TO US.

BEST REGARDS,
S. A. MILNE
253479 LOWTEC G

+
24811 CAPIND G
081.7 MIN

cc/MEM

PLAINTIFF'S EXHIBIT #215
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Piercing the Corporate Veil: Cape Industries and Multinational Corporate Liability for a Toxic Hazard, 1950—2004

Author(s): GEOFFREY TWEEDALE and LAURIE FLYNN

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Piercing the Corporate Veil: Cape Industries and Multinational Corporate Liability for a Toxic Hazard, 1950–2004

GEOFFREY TWEEDALE
LAURIE FLYNN

The 'corporate veil' refers to the separation of legal identity between parent firms and their subsidiaries, which gives the parent protection against the liabilities of its subsidiaries. Fearing that such liability protection would facilitate illicit activity, early twentieth century courts, especially in America, would sometimes 'pierce' the corporate veil. This article explores *Adams v. Cape* (1990), in which American plaintiffs attempted to persuade the English courts to lift the corporate veil and impose liability for industrial disease on Cape Industries, a leading U.K. asbestos manufacturer. This landmark case shows how corporate strategy can be closely intertwined with international corporate law and occupational health and safety issues. It also highlights how limited liability law and separate legal personality can result in significant injustice to claimants against multinational enterprises.

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GEOFFREY TWEEDALE is reader in business history at Manchester Metropolitan University. Contact information: Manchester Metropolitan University Business School, Aytoun Street, Manchester M1 3GH, U.K. E-mail: G.Tweedale@mmu.ac.uk.

LAURIE FLYNN is a freelance writer and documentary film producer. Contact information: E-mail: laurievincentflynn@mac.com.

This article draws on a large mass of business and legal papers that was generated by the *Yandle* and *Adams* litigation. The papers have been deposited at Manchester Metropolitan University Business School and document citations in the text are from this source. We are grateful to Nick Wikeley for advice in the writing of this article. David Bricknell, David Jeremy, Clive Bishop, Barry Castleman, Steve Tombs, and Jock McCulloch kindly offered comments and help at various times. Two anonymous referees and editors Steven Tolliday and Kenneth Lipartito provided some final sharpening. The responsibility for the text is our own.

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Corporations are typically organized according to the laws of limited liability and increasingly operate across national boundaries by means of subsidiaries. A massive business literature has described this process and extolled the enormous material benefits that have ensued. Business historians have made important contributions to this field: indeed, the writings of Alfred D. Chandler, Jr., Mira Wilkins, and Geoffrey Jones on multinational enterprises (MNEs) are one of the most prominent achievements of the profession. But it is also clear that this literature is not comprehensive. Its overwhelming focus has been on structure, economic performance, technology, and entrepreneurship. Political interactions, regulation, and legal aspects are much less well covered. As Morton Keller noted over twenty-five years ago, law and government regulation are lacunae in the Chandler paradigm.[1] Recently, there are encouraging signs that this picture is beginning to change, but even so much more historical work is needed on the interaction between law and business.

Besides this failure to see MNEs as legal constructs, other blind spots exist in business history. Alongside an obsession with entrepreneurship and the internal organization of the firm, there is a tendency to see many facets of company activity as simply 'externalities'. As C. M. Rosen and C. C. Sellers have highlighted, many aspects of big business—such as its environmental impact, culture, and ethics—are not commonly discussed by historians.[2] This yields a somewhat sanitized view of corporate life, in which business historians rarely discuss how corporations injure workers, pollute the environment, or engage in illegal activity. This may explain why business history has so far failed to connect with recent widely publicized debates about the nature of the corporation and globalization.[3]

This paper looks at one of the 'externalities' left out of the literature on the history of MNEs—the occupational and environmental impact of a toxic product. In doing so, it explores the operations of limited liability law and emphasizes the way in which MNEs are shaped by legal as well as economic considerations. At the heart of our discussion is the relationship between parent companies and their

1. Morton Keller, "Business History and Legal History," *Business History Review* 53 (Autumn 1979): 295–303.

2. C. M. Rosen and C. C. Sellers, "The Nature of the Firm: Towards an Eco-cultural History of Business," *Business History Review* 73 (Winter 1999): 577–600.

3. Joel Bakan, *The Corporation: The Pathological Pursuit of Profit and Power* (New York, 2004).

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subsidiaries. In particular, we explore the way in which companies can shield their assets behind the 'corporate veil'—a phrase that rarely (if ever) occurs in business history writing, yet relates to a fundamental concept in company law.

What is the Corporate Veil?

In British law it is well established that corporations are shielded from the liabilities of their subsidiaries by the 'corporate veil'. The roots of this term lie in the evolution of limited liability doctrine as it developed in the nineteenth century and the legal concept that a corporation is an artificial legal person with a 'corporate personality'. Legal reasoning has held that the corporate person is fundamentally separate from its members, whether they are individuals or companies. The principle was enshrined in a House of Lords ruling in *Salomon v. Salomon & Co.* (1897)—a legal decision so important that it has since been "treated by judges and academics alike with a reverence bordering on the religious."[4] It involved the question as to whether Aron Salomon, a boot manufacturer, was personally responsible for the losses of A. Salomon & Co, Ltd. When it was ruled that he was not, the scope of limited liability was greatly extended by establishing that the corporate form could be used legitimately to shield a business owner (whether individual or company) from liability.[5] *Salomon* thus drew a 'veil' between a limited company and its group members or subsidiaries.

Despite the evident success of limited liability—which fully realized Parliament's hopes that it would stimulate entrepreneurial risk-taking—it is important to remember that *Salomon* was regarded by some contemporaries as immoral, even disastrous, because it flew in the face of the logic that those engaged in corporate activity should support it with all their resources. It appeared that limited liability undermined this concept, while separate corporate personality provided an incentive for risks to be externalized by the relatively simple mechanism of making one company a 'parent' or 'holding' company, and another a 'subsidiary'. A parent company now became simply a shareholder and was therefore, legally, no more responsible for the unlawful behavior of a subsidiary than would be a

4. *Salomon v. A. Salomon & Co. Ltd* (1897) A.C. 22; R. Grantham and C. Rickett, eds., *Corporate Personality in the 20th Century* (Oxford, U.K., 1998), 1.

5. For details of *Salomon*, see Grantham and Rickett, *Corporate Personality*.

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member of the public for the liabilities of a large public company in which he or she owned a single share.

Anxieties about these aspects of company law sharpened in the early twentieth century, when it was realized—especially in America—that giant corporations had the potential to overwhelm institutions and governments. In the Progressive era, popular discontent and labor agitation led to calls for more government regulation. Limited liability was basically unaffected, but to protect society it was sometimes deemed appropriate for the courts in exceptional cases (usually involving fraud or sham companies) to impose liability upon a shareholder. This was known as 'piercing' the corporate veil—a phrase apparently first coined in America in 1912.[6] By the 1920s, this had become an accepted legal doctrine in the United States. It was also adopted in England, where the more genteel phrase of 'lifting' the corporate veil was used.

Since the early twentieth century, corporate veil litigation has increased. It has also become more complex and controversial with the increasing number of MNEs.[7] Marked national differences have appeared in judicial willingness to pierce the corporate veil, with the practice more widespread in the United States than it is in England (where the orthodoxies of *Salomon* are usually strictly maintained).[8] Transnational business has also complicated veil piercing because of jurisdictional issues about where a case should be litigated (*forum non conveniens*). Above all, the burgeoning of multinational enterprise—much of it occurring after limited liability law was conceived—has introduced areas of litigation not apparent in the nineteenth century. One such area is international toxic tort.[9] The complexities of veil piercing in toxic product cases are strikingly

6. I. M. Wormser, "Piercing the Veil of Corporate Identity," *Columbia Law Review* 12 (Dec. 1912): 496–524. See, generally, G. Berk, *Alternative Tracks: The Constitution of American Industrial Order, 1865–1917* (Baltimore, Md., 1997).

7. P. I. Blumberg, *The Multinational Challenge to Corporate Law: The Search for a New Corporate Personality* (New York, 1993), 65–150; Richard Meeran, "Liability of Multinational Corporations: A Critical Stage in the UK," in *Liability of Multinational Corporations under International Law*, eds., Menno Kamminga and Sam Zia-Zarifi (The Hague, 2000), 251–64. See also Peter Muchlinski, *Multinational Enterprises and the Law* (Oxford, 1995), 325–27.

8. Sandra K. Miller, "Piercing the Corporate Veil among Affiliated Companies in the European Community and in the US: A Comparative Analysis of US, German and UK Veil-Piercing Approaches," *American Business Law Journal* 36 (Fall 1998): 73–149; David Milman, ed., *Regulating Enterprise: Law and Business Organization in the UK* (Oxford, 1999), 218–40.

9. Mary E. Rolle, "Unravelling Accountability: Contesting Legal and Procedural Barriers in International Toxic Tort Cases," *Georgetown International Environmental Law Review* 15 (Winter 2003): 137–201. See also Frank Pearce

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illustrated by a landmark English legal case, *Adams v. Cape* (1990). This involved a British MNE and its liabilities for the toxic mineral asbestos.

Asbestos and Cape Industries

Asbestos defines a group of fibrous, fireproof minerals, which first attracted the attention of industrialists in the late nineteenth century. Within a few decades, asbestos was a global industry, with mines in South Africa and Canada, and factories in America, Europe, and the Far East. The industry's heyday occurred after the Second World War, when a handful of companies—notably Johns-Manville in the U.S. and Turner & Newall (T&N) in the U.K.—dominated world production.

Until the 1960s, asbestos was widely regarded as a lifesaver, but since then a sinister undercurrent has surfaced. Asbestos is now the most controversial and feared of the industrial minerals, because it can cause asbestosis (a potentially fatal fibrosis of the lungs) and cancers. Most countries in the developed world have virtually banned its manufacture, though they still have to come to terms with its legacy of asbestos-related disease. In America, such has been the explosion in litigation that there have been demands for congressional action. The leading asbestos companies have retreated into bankruptcy or adopted various strategies to limit billions of dollars in liabilities.[10]

The way in which the industry was structured has become important. Asbestos companies were amongst the first to use multidivisional organizations, which extended overseas through complex cartels, licensing agreements, and holding companies. It was an industry with several sectors, which were not only vertically interconnected, but also functioned like separate industries. The production of asbestos textiles, asbestos cement, insulation, and brake linings revolved around the key industry of asbestos mining and the distribution of various fibers. The three main commercial asbestos fibers were white (chrysotile), blue (crocidolite), and brown (amosite). Chrysotile accounted for about 95 percent of world

and Steve Tombs, *Toxic Capitalism: Corporate Crime and the Chemical Industry* (Dartmouth, N.H., 1998).

10. See S. J. Carroll et al., *Asbestos Litigation* (Santa Monica, Calif., 2005) (posted at: www.rand.org), who note that through 2002, about 730,000 people had filed claims in the U.S. against 8,400 defendant entities. The eventual costs are likely to exceed $200 billion.

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asbestos production, but crocidolite and amosite (known collectively as amphiboles) were important in specialist applications, such as thermal insulation.

In Britain, the industry was controlled by three firms—T&N, Cape Asbestos, and British Belting & Asbestos—whose respective positions can be shown by their approximate issued capital in the early 1970s, when asbestos use was reaching a peak: T&N £65 m, BBA £9 m, and Cape £5 m.[11] Cape Asbestos had been incorporated in London in 1893 to control a syndicate that operated South African crocidolite mines. It then integrated forward into manufacturing by establishing a London plant in 1897 and then later German and French plants.[12] The mines were the linchpin of Cape's business, however. It mined most of the world's amosite and was a leading producer of crocidolite. However, it was not until after the 1930s that Cape became profitable, with specialties such its preformed amosite high-temperature pipe and boiler insulation. The company grew dramatically during and after the Second World War, with sales of fireproof board, insulation for warships, gas masks, brake linings, and parts for armored vehicles.

Throughout the twentieth century, Cape Asbestos was regarded as very much a British business, run from a London headquarters. Yet, even from the 1890s, it was linked with the South African diamond mining company, De Beers, and was also related to another great South African business empire—Anglo-American Corporation. Both, De Beers, and Anglo-American were intertwined through the industrialist Sir Ernest Oppenheimer (1880–1957), who had founded Anglo-American in 1917 and became chairman of both the latter and De Beers. Cape Asbestos, therefore, became part of the most powerful economic conglomerate in South Africa.[13] In the 1930s and 1940s, Anglo-American developed a decentralized structure that was a maze of interlocking directorships, mutual agreements,

11. Monopolies Commission, *Asbestos and Certain Asbestos Products* (London, 1973).

12. Monopolies Commission, *Asbestos*, 135-38. See, also, Cape Asbestos Ltd, *The Story of the Cape Asbestos Company Ltd* (London, 1953); J. McCulloch, *Asbestos Blues: Labour, Capital, Physicians and the State in South Africa* (Oxford, U.K., 2002), 42–58.

13. S. Katzenellenbogen (updated by R. A. Salamie), "Anglo-American Corporation of South Africa Ltd," in *International Directory of Company Histories*, ed., T. Grant (London, 1997), 25–30. See, also, T. Gregory, *Ernest Oppenheimer and the Economic Development of South Africa* (Cape Town, 1962); D. Pallister et al., *South Africa Inc.: The Oppenheimer Empire* (London, 1988); D. Innes, *Anglo-American and the Rise of Modern South Africa* (London, 1984).

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restrictive arrangements, and monopolistic business practices.[14] The structure was said to facilitate and stimulate business, but it also made it difficult to trace the group's financial connections. Under the Oppenheimers, Anglo-American emerged as the world's largest mining company. Its empire was "so complex that it [was] never recognized as a single entity."[15] In 1957, Anglo-American and De Beers controlled 40 percent of South Africa's gold, 80 percent of the world's diamonds, a sixth of the world's copper, and produced most of South Africa's coal.

Anglo-American's involvement in Cape Asbestos grew during the Second World War, when an Oppenheimer company—Central Mining & Investment Corporation—became the majority shareholder. By 1949, Central had a majority on the board of directors of Cape. In 1969, Central Mining's shareholding in Cape was superseded by that of Charter Consolidated, a British registered mining finance company, also controlled by Oppenheimer interests.[16] (Charter was one of four major holding companies within the Oppenheimer group: the others were Anglo-American, De Beers, and Rand Selection.) Cape Asbestos thus became a subsidiary of Charter, which had a 63 percent holding.

Structurally, Cape Industries (as Cape Asbestos was known after 1974) resembled its bigger parent and during the twentieth century it became a jumble of holding companies, subsidiaries, interlocking directorships, and cross-licensing agreements. Major company reorganizations occurred in 1948, when Cape formed a holding company, Cape Asbestos South Africa Pty Ltd (CASAP), and in 1960, when Cape Asbestos itself became a holding company with 24 subsidiaries. At the head office at 112–116 Park Street, London, separate holdings companies handled U.K. and overseas business, while beneath them the trading groups were organized into major divisions. By the 1970s, Cape's overseas group had four main divisions: building and insulation, automotive products, mining, and a South African industrial group (see Figure 1).

14. L. Flynn, *Studded with Diamonds and Paved with Gold: Miners, Mining Communities and Human Rights in South Africa* (London, 1992).

15. Pallister et al., *South Africa,* viii.

16. The chairman was now Harry Oppenheimer (1908–2000). See C. Denny, "Dynastic Diamond Billionaire Dies in South Africa," *Guardian*, 21 Aug. 2000.

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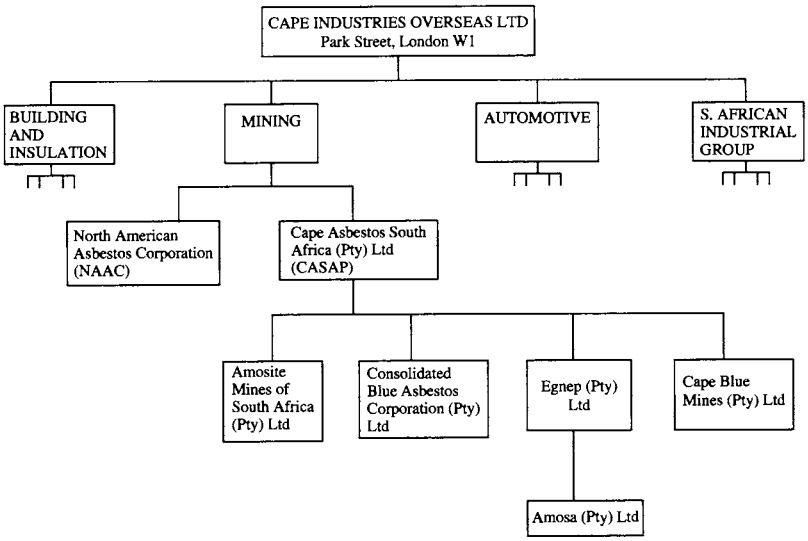

Figure 1 Structure of Cape's overseas business, 1975.

North American Asbestos Corporation

After the 1930s, Cape developed a profitable American business in amosite and crocidolite. In 1936, it began marketing its asbestos products through the Union Asbestos & Rubber Company (UNARCO). Cape contracted with UNARCO to manufacture its products under the 'Unibestos' trade name at various plants, including one in Paterson, New Jersey, in 1941 (later moved to Tyler, Texas, in 1954); and another in Bloomington, Illinois, opened in 1951. Unibestos sold widely and was included in U.S. Navy specifications in 1942, stretching Cape's mines to capacity. Cape sold amosite to UNARCO at a discount in an exclusive arrangement.

After the war, Cape decided to start its own American company. In 1953, it established the North American Asbestos Corporation (NAAC) in Chicago.[17] The NAAC sold blue fiber from Cape's mines in Koegas and Pomfret, and amosite from the Penge mine.[18] The fiber found a ready market throughout the U.S., Canada, the Caribbean, and Mexico. In 1956, Cape reported that it had earned nearly $5 m from fiber sales in North America. In the early 1960s, the NAAC's turnover

17. 'NAAC', *CAC* (Cape Asbestos Companies) *Magazine* 3 (Summer 1954): 5, 27; "Mr Cryor Receives 32 Storeys Up," *CAC Magazine* 4 (Spring 1955): 20.

18. Penge was named after Penge in England.

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still topped $5 m a year, generating gross profits of nearly $0.5 m a year.[19] Sales peaked at $10 m in the early 1970s, but in 1977 profits of over $3 m still netted Cape a dividend of $200,000.[20]

The NAAC became an important contributor to Cape's economic performance in the 1950s and 1960s, when Cape often paid its shareholders dividends up to 25 percent. Meanwhile, Cape's asbestos found its way to most of the major American users of amphiboles (particularly Johns-Manville), while most of the fiber used at UNARCO's Tyler and Bloomington plants was supplied by the NAAC. By the late 1970s, Cape had sold nearly half-a-million tons of asbestos in the United States.

The business was undisturbed by the dangers of asbestos. When Cape opened its Chicago office in 1953, it had known for decades that inhaling asbestos fibers scarred the lungs and caused asbestosis. Knowledge of this disease at the firm was better than in most other companies. This was partly because its factories were among the dustiest in the industry, and partly because Cape, in 1930, had been party to the British government's formulation of the world's first asbestosis regulations.[21] By the late 1940s, Cape also knew that there was a rising incidence of lung cancers at its main factory in Barking, near London. Dr. Richard Gaze (1917–1982), who had joined Cape as its chemist and later became its technical director with special responsibility for health and safety, learned of asbestosis the day he joined the company in 1943. He later discussed these dangers with American personnel, though that was hardly necessary.[22] By the 1940s, UNARCO was already receiving compensation claims from workers with asbestosis; and it had helped sponsor industry research into the carcinogenic potential of asbestos (research which was kept secret).[23]

However, dust control in American asbestos plants was poor. Working conditions were particularly bad at UNARCO's Tyler and Bloomington factories—conditions of which Gaze was aware. He visited both plants and was also alerted to the poor conditions at Tyler

19. A. R. Sarabia (Lord, Bissell & Brook) to M. E. Meyer, 23 Jan. 1978, Manchester Metropolitan University Business School [hereinafter, MMUBS Archive].

20. C. G. Morgan memo to Meyer, 6 April 1977, MMUBS Archive.

21. M. Greenberg, "Cape Asbestos, Barking, Health and Environment: 1928–1946," *American Journal Industrial Medicine* 43 (Feb. 2003): 109–19.

22. R. Gaze deposition, US District Court for the District of Texas, Tyler Division, *Herman Yandle/Lester Kay v. PPG Industries Inc.* [Civ. Action Nos. TY-74-3-CA; TY-74-13-CA], London, 4–5 June 1975, 50, 57, MMUBS Archive.

23. B. I. Castleman, *Asbestos: Medical and Legal Aspects* (Englewood Cliffs, N.J., 2005), 554–55; D. Ozonoff, "Failed Warnings: Asbestos-Related Disease and Industrial Medicine," in *The Health and Safety of Workers*, ed. R. Bayer (New York, 1988), 139–218.

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by others.[24] Asbestosis cases were inevitable, but these were dealt with under a state workmen's compensation system that provided little coverage for occupational diseases and only modest benefits.[25] Shielded by the latency of asbestos-related diseases, which may take decades to appear, the industry made a fortune, while deferring the fateful day when thousands of sick workers would launch legal claims against the industry.

The disease and litigation 'time bomb' would explode after the 1960s—an explosion made worse by mesothelioma. This extraordinary disease is a painful and invariably fatal cancer of the lining of the chest or of the abdomen. It is both slow growing (taking thirty years or more to appear) and virulent (killing within a year or so of first symptoms). Yet the fatal exposure can be quite trivial (sometimes a matter of days or weeks rather than years) and need not be occupational: environmental or 'bystander' exposure is also dangerous, leading to mesotheliomas among office staff, construction workers, railwaymen, housewives, and schoolteachers.

Cape had a unique insight into mesothelioma. Crocidolite is a particularly potent cause of the disease. Indeed, the appearance of the world's first mesothelioma cluster occurred in the 1950s around Cape's blue asbestos mines in the Northern Cape. By 1969, the U.K. government was so concerned about mesothelioma that it pressured asbestos manufacturers (including Cape) to cease importing crocidolite—though Cape was free to market it elsewhere, including the United States.

Litigation against NAAC and Cape

In the early 1970s, the U.S. market for asbestos was so profitable that Cape contemplated opening a factory near Boston. In 1973, annual American asbestos usage hit 800,000 tons, though this was to prove a peak. In that year, a landmark legal decision involving an asbestos insulation worker (Clarence Borel) effectively shifted awards from the workmen's compensation system to the courts. This ruling (*Borel v. Fibreboard*) held manufacturers strictly liable for their failure to warn of an unreasonably dangerous product, thus launching the

24. R. Brittingham (Pittsburgh Corning) to Gaze, 17 July 1962, MMUBS Archive.

25. Similar problems were evident in the U.K., even though a national compensation scheme operated. See N. J. Wikeley, *Compensation for Industrial Disease* (Aldershot, U.K., 1993).

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"greatest avalanche of toxic-tort litigation in the history of American jurisprudence."[26] For an industry built on a failure to warn, that had been using a product that it knew to be lethal for over half a century, this ruling was catastrophic—no more so than to suppliers like Cape.

Within a year of Borel, Texas lawyers launched a class action suit (*Yandle v. PPG Industries*, 1975) for $100 m dollars in damages on behalf of a group of workers allegedly made ill by conditions at UNARCO's old Tyler plant. The action was launched against Pittsburgh Plate Glass (PPG), which had bought the Tyler factory in 1962, and a decade later dismantled and buried its production facilities after a government survey had highlighted "major industrial hygiene deficiencies."[27] Under product liability law, the NAAC and parent Cape Industries were also sued. In London, Cape's management expressed mystification that "time should be taken up in claims of this nature... [and] could not understand why Cape itself had been joined in the legal proceedings at all."[28] In 1974, Cape told its shareholders that the action was being "strenuously contested ... [because] ... the amounts are highly speculative and conjectural and have only a tenuous basis in law and fact."[29] However, chemist Gaze and NAAC boss Gerry Morgan were soon deposed, as plaintiffs' lawyers made a first stab at piercing Cape's corporate veil. Over two days in 1975, in a solicitor's office in London, Gaze helped seal the fate of PPG and also the NAAC.[30] He testified that since 1961 he had continually discussed health hazards with the Tyler managers (including PPG staff) and that neither Cape nor the NAAC had ever placed warning labels on asbestos bags.

In 1977, lawyers for 462 Tyler employees and those for the defendants (which included the U.S. government, as another seller of asbestos to Tyler) settled the case for over $20 m, with no one accepting liability. Having informed its shareholders that the action had no merit, Cape now had the humiliation of informing them that its share of the damages was $5.2 m (with the NAAC

26. Paul Brodeur, *Outrageous Misconduct: The Asbestos Industry on Trial* (New York, 1985), 73.

27. UNARCO had sold its asbestos business to Pittsburgh Corning Corporation (a joint venture of Pittsburgh Plate Glass Company [later PPG] and Corning Glass Works); NIOSH, "Asbestos Survey: Pittsburgh-Corning Corporation, Tyler, Texas." Project No: 71-45, 7 Dec. 1971, MMUBS Archive.

28. *Jimmy Wayne Adams and Others v. Cape Industries Plc. and Capasco Ltd*, High Court Chancery Division, 15 March 1988, Day 20, 9, MMUBS Archive.

29. Cape Industries Ltd, *Reports & Accounts* (1974), 18, MMUBS Archive.

30. Gaze deposition, London, 4, 5 June 1975, *Yandle/Kay v. PPG*, MMUBS Archive.

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insurers paying about $4 m and Cape over $1 m, or £571,000).[31] The settlement generated enormous publicity—not least because *New Yorker* journalist Paul Brodeur made the Tyler plant the centerpiece of his powerful exposé.[32]

With asbestosis and mesothelioma cases rising, further American litigation was inevitable. Meanwhile, in the early 1970s, several regulatory agencies—notably the Occupational Safety & Health Administration (OSHA) and the Environmental Protection Agency—were becoming concerned about asbestos, raising the specter of regulation for the industry.[33] In 1971, for example, OSHA set its first dust threshold that limited exposure to asbestos in the workplace and thereby began to drive up production costs for asbestos products. Events in South Africa in the 1970s, especially the introduction of economic sanctions against apartheid, compounded Cape's difficulties. So, too, did the growing aversion to amphiboles in world asbestos markets. The company had further problems closer to home. In 1973, it set aside £3.5 m compensation for its U.K. workforce. Many claims related to a Cape factory in Hebden Bridge, Yorkshire, where the mortality from the dusty conditions attracted, first, the attentions of TV documentary makers, and then a major government inquiry.

Meanwhile the NAAC had exhausted its insurance. To reinsure would cost over half-a-million dollars a year, which was far more than the business was worth, even if insurers could be found. In November 1977, Cape decided to liquidate the NAAC and then refuse to appear in American court cases. New cases soon materialized. In 1981, injured workers and their dependants from the Bloomington UNARCO factory launched actions, led by a local lawyer, Jim Walker. By the following year, 250 workers at this plant were alleged to have developed asbestos-related diseases. The first case was lost on a technicality, but 54 former workers succeeded in 1982 in suing the Cape group on the grounds of strict liability in tort and willful and wanton misconduct. The plaintiffs were awarded $55 m in damages. Part of this total ($35 m) was punitive damages against Cape—an expression of the moral outrage of the jury at the manufacturer's behavior in exporting a lethal product without warnings.

31. Cape Industries Ltd, *Reports & Accounts* (1977), 4, MMUBS Archive.

32. Paul Brodeur, *Expendable Americans: The Incredible Story of How Tens of Thousands of American Men and Women Die Each Year of Preventable Industrial Disease* (New York, 1974); Brodeur, *Outrageous Misconduct.*

33. Morgan listed six regulatory agencies causing "chaos in our industry." Letter to Gaze, 28 June 1977, MMUBS Archive.

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The year 1982 was eventful. The mighty Johns-Manville filed for bankruptcy, as did UNARCO. In Britain, a two-hour TV documentary ("Alice: A Fight for Life") had given national publicity to Alice Jefferson—a mesothelioma victim from a Cape factory in the north of England. The Bloomington factory was the subject of a "World in Action" TV documentary, which described how "Cape Industries of London, part of one of the richest corporations in the world, has run away from its responsibilities to the sick and dying families of a small town in America."[34] Cape management responded by telling shareholders that it would not be defending the Bloomington action or paying damages. They asserted that the firm did no business in the United States and that judgments were not enforceable in England. Future litigation, they predicted, would have no material effect on Cape Industries.[35]

Did Cape Do Business in America?

In 1983, a federal district judge in Tyler awarded a further 205 Tyler plaintiffs damages of about $75,000 each against Cape. With Cape in default, the plaintiffs then brought proceedings against the group in London. Cape's defense was its nonappearance in U.S. courts and its reliance on the corporate veil. The English courts would now have to decide whether Cape had conducted business in the United States, whether it had controlled the NAAC, and whether Cape had been involved in "morally culpable" acts.

One obstacle for the plaintiffs was the way in which Cape's American operation, the NAAC, had been structured. Cape had made full use of the advantages created by the legal fiction that a company is distinct from its shareholders. The NAAC was a wholly owned subsidiary, with Cape owning all the 1,000 shares. However, the NAAC structure was designed so that Cape had no 'permanent establishment' in the United States. The parent firm had no formal office in America and no 'name' on a door, which meant that Cape was not subject to income tax as a U.S. domestic corporation. This reflected the input of Cape's Chicago attorneys, who were recruited in 1953 to advise, not on the health hazard (that had not yet been accepted as a serious liability for Cape), but on U.S. federal and state taxation. They assured their clients that this could be avoided by

34. ITV, World in Action, "A Small Town Tragedy," 5 July 1982.
35. Cape Industries Ltd, *Reports & Accounts* (1981), 22, MMUBS Archive.

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ensuring that all contracts were completed either in the U.K. or South Africa.[36] Other attractions of such a subsidiary arrangement were that returns at that time did not have to be filed at Companies House in London (though Cape had to pay tax on its overall corporate profits in the U.K).[37] Cape's American lawyers explained further advantages of incorporating in Illinois, where "laws are quite liberal as to who may be shareholders and directors and where shareholders' and directors' meetings are held."[38] The eventual arrangement was that Cape had two directors on the board of the NAAC (by the 1970s, these were Cape's managing director and later chairman, Geoffrey Higham, and Richard Gaze). Two Chicago attorneys, Max Meyer and Herbert Brook, were also board members.

Despite its grand title, the NAAC was a small outfit. In Chicago, the office staff consisted of its office director (first Bob Cryor, then after 1970, Gerry Morgan), assisted by four female secretaries, and a handful of sales people.[39] In legal testimony, Morgan confirmed that the company sold fiber to PPG, but he distanced its activities from Cape Industries. He stated that NAAC was "virtually a one-man organization ... a marketing arm ... a service organization" that handled "virtually no paperwork."[40] Cape's secretary and group lawyer in London, Tony Penna, agreed and argued that NAAC directors were "really cosmetic."[41] Cape Chairman Higham emphasized that his firm's control of its subsidiaries was "arms length" and that the holding company merely "provides services to these subsidiaries."[42]

This testimony appeared to support Cape's contention that it did no business in the United States, though some evidence pointed the other way. For example, Cape exercised close control over the NAAC's accounting. Cape received monthly financial statements, besides detailed quarterly board meeting reports, and dictated the NAAC's dividend. In 1971, Cape Industries' own parent, Charter, began examining Cape's accounting and financial control systems,

36. R. H. Dent to Lord, Bissell & Kadyk, Chicago, 18 Sept. 1953, MMUBS Archive.

37. Evidence of A. J. Penna, *Adams and Others v. Cape*, 15 March 1988, Day 20, 5, MMUBS Archive.

38. Lord, Bissell & Kadyk, 29 Sept. 1953, MMUBS Archive.

39. "Our Men in Chicago," *CAC Magazine* 9 (Spring 1960): 4–5.

40. C. G. Morgan deposition, Chicago, 20 May 1975, *Yandle/Kay v. PPG*, 10, 28, 33, 55, MMUBS Archive.

41. *Adams and Others v. Cape*, 15 March 1988, Day 20, transcript, 12, MMUBS Archive.

42. G. A. Higham deposition, *Yandle/Kay v. PPG*, London, 4 June 1975, 11, 29, MMUBS Archive.

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including the use of computers. Richard Gaze wrote to Chicago attorney Meyer to ensure that the NAAC was part of the modernization program.[43] Cape also monitored and vetted staffing in Chicago. Interestingly, Cape's own legal advice on its policy of giving discounts to favored U.S. customers was that American courts might decide that they had jurisdiction over Cape because the NAAC was so active in the United States and because Cape's trade could not be carried out without its subsidiary.[44]

Richard Gaze's testimony of the close involvement of Cape's directors with the American scene also seemed at odds with Cape's argument that it did not control the NAAC. In the 1950s and 1970s, Cape developed joint ventures with Johns-Manville to make the asbestos marine board 'Marinite'. The NAAC was also closely linked with Cape's London fiber laboratories, which dealt with technical problems in thermal insulation that arose in the U.S. market. Not surprisingly, a transatlantic traffic of personnel and information developed. Unibestos production was launched at UNARCO by a former manager of Cape's Barking facility, Rudolf Wild, who worked for UNARCO between 1928 and the 1940s. In the late 1940s and early 1950s, regular personal contacts were maintained by Thomas C. Hale, another Barking manager, and K. C. Gray, a Cape sales manager.[45] Bob Cryor visited Cape in London almost yearly and his successor at UNARCO visited Barking equally regularly. Cape directors regularly visited the United States. These included Geoffrey Higham, chairman of Cape after 1980. Gaze visited Bloomington in 1956, Pittsburgh in 1961, and thereafter his visits to America became annual. These people (alongside NAAC staff) also visited large contract customers in the U.S. on behalf of the South African mining operations, thus generating new customers.

In private, NAAC personnel did not view themselves as mere 'commission agents' of another firm. Cryor viewed the NAAC as the 'nucleus' of a national distribution organization. "To be somewhat trite," he wrote, "we rather try to think of ourselves as being part of a co-ordinated group with responsibilities to the whole, even though this may mean subordinating other and more profitable interests of NAAC."[46] In fact, Cape did treat the NAAC as part of a coordinated group. Its American subsidiary gave Cape a direct input into the

43. Gaze to M. E. Meyer, 20 July 1971, MMUBS Archive.
44. R.K. Decker memo, 26 Nov. 1962, MMUBS Archive.
45. R. Gaze, "The Development of Unibestos in the USA," n.d., MMUBS Archive.
46. R. Cryor to Malcolm Reid (Cape), 28 Dec. 1956, MMUBS Archive.

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industrial politics of U.S. asbestos production. The NAAC had a seat on the Asbestos Textile Institute (ATI), which in turn was linked with the Asbestos Information Association (AIA). These were trade organizations that in the 1970s became increasingly involved with the defense of asbestos and the minimization of health risks. Cryor once served as president of the ATI, while Gaze was on the board of the AIA. Through the NAAC, Cape helped American industrialists defend asbestos and counteract the influence of physicians, such as Dr Irving Selikoff, who in the 1960s had publicized the mineral's dangers. In 1977, Gaze, after attending one AIA meeting, told Morgan that "one of your first tasks must be to try to organize a body of medical opinion that is prepared to stand up to Selikoff."[47]

A most revealing yardstick by which to judge Cape's involvement with the NAAC was the reaction to the *Yandle* litigation in 1974. Far from feeling any regret over the harm to workers or misgivings over the American situation, Cape bitterly resented the way in which it had been hauled before the courts. Penna told the Chicago attorneys that, "we really cannot be said to have a moral responsibility and are simply victims of the US product liability cult."[48] Cape's solution was to launch a major reorganization, in which the primary aim was to evade American litigation, while protecting the trade in asbestos until such time as Cape could withdraw from the market.

The first step in 1974 was to rename the parent company Cape Industries (thus shedding asbestos in name, though the mineral was not eliminated from the company's products until 1990).[49] Then in 1975, the South African mines were moved in Cape's corporate structure from Cape Industries (a large public company) to Cape Industries Overseas Ltd (which had only £100 in shares). (See Figure 1). Meanwhile, on a visit to Chicago in May 1975 Gaze and Penna discussed taking the NAAC 'offshore,' so that Cape's continued presence in America could be disguised—an idea that Gaze raised formally in a confidential letter to then NAAC boss Gerry Morgan.[50] In July 1975, Gaze told Morgan that he and Higham were resigning from the NAAC board "to disassociate the parent company as fully as possible from the operating companies." Gaze added: "It would I think be as well for this letter not to appear on the office file and so I

47. Gaze to Morgan, 7 July 1977, MMUBS Archive.

48. Penna to S. Milwid, 4 July 1977, MMUBS Archive.

49. G. Foster, "The Conundrum at Cape," *Management Today* (Dec. 1977): 43–50, 49–50.

50. Gaze to Morgan, 20 June 1975; Meyer to Penna, 3 Oct. 1975; *Adams and Others v. Cape*, 15 March 1988, Day 20, transcript, 37, MMUBS Archive.

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am sending it to your home. I am also sending a copy to Max [Meyer] at his private address."[51]

The reorganization was to be completed in 1977, as the *Yandle* case reached a conclusion. In November of that year, the Cape board met in London to agree the settlement of *Yandle*, the liquidation of the NAAC, and Cape's disappearance from the U.S. courts. Also on Cape's agenda was "the formation of a new off-shore company to sell asbestos to the North American market."[52] Within days of the meeting, Gaze travelled to Chicago to inform Morgan that he would soon be out of a job. This personal visit was a remarkable courtesy, if Morgan was regarded as merely a distant salesman, especially since Gaze had resigned from the NAAC board. Morgan would later testify that it was Gaze who ran the NAAC and that he himself knew nothing of the approaching liquidation.[53] Now apparently without a job, in December 1977 Morgan visited London, where he met with Tony Penna.

Within days of being fired, Morgan was running a new company—Continental Products Corporation (CPC)—which, although it was not a Cape subsidiary, was based in the same Chicago building (150 North Wacker Drive) and had the same office equipment, furnishings, and telephone number as the NAAC. Like its predecessor, CPC sold asbestos, which coincidentally came from Cape's South African mines. Cape had paid Morgan a generous redundancy package, which along with another $160,000 effectively seeded the new organization.[54] But Cape's involvement was deeper than that. CPC traded through another company, Associated Minerals Corporation (AMC), which was formed in January 1978 and was based in Liechtenstein—a country renowned for its secrecy in financial matters. The AMC stock was held by a nominee, a Liechtenstein lawyer named Dr. Karl Ritter, who agreed to vote as instructed by Cape.[55]

In reality, AMC operated as a Cape shell company that was inserted into a network that did not differ markedly from the previous NAAC arrangement, except that now Cape had no formal link to the United

51. Gaze to Morgan, 4 July 1975, MMUBS Archive.

52. Memo to file, Cape Industries, London, 12/13/14 Dec. 1977, MMUBS Archive.

53. *Mau v. UNARCO*. Morgan direct examination, 14, MMUBS Archive.

54. *Adams and Others v. Cape*, 15 March 1988, Day 20, 4, MMUBS Archive.

55. On bearer share certificates, see Organization for Economic Cooperation and Development [OECD], *Behind the Corporate Veil: Using Corporate Entities for Illicit Purposes* (Paris, 2001), 29–30. Posted at: www1.oecd.org/publications/e-book/2101131e.pdf.

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States. (See Figure 2(a), (b).) An internal memorandum explained candidly:

The Liechtenstein company has been chosen under advice from our lawyers because it enables the shareholders to be disguised under a bearer share certificate arrangement. The Liechtenstein company will be managed by ... Cape Asbestos Fibres Ltd, a wholly owned UK subsidiary of Cape Industries Ltd, but ... we wish to disguise this fact from would-be enquirers. The benefits receivable from the United

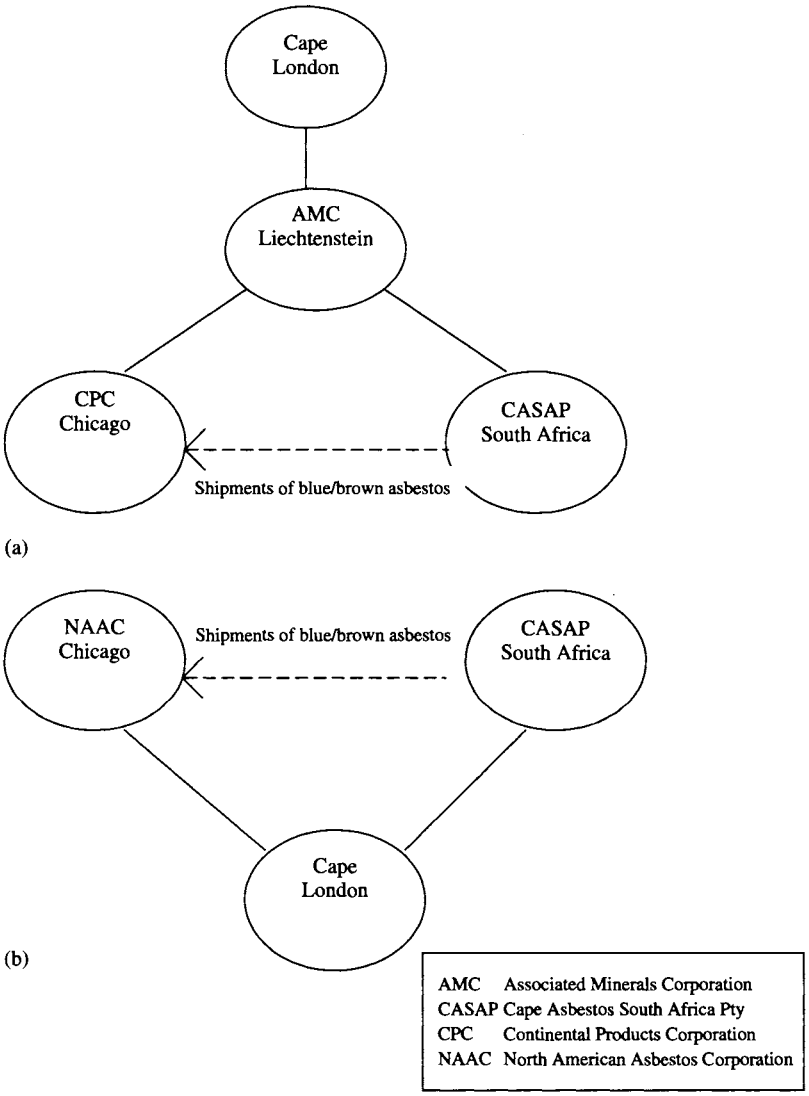

Figure 2 (a) Continental Products Corporation, 1977–81; (b) North American Asbestos Corporation, 1953–1977.

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Kingdom from this investment are indirect. It is simply an exercise to enable us to continue to sell asbestos fiber in the United States, thereby protecting commission income from our wholly owned South African subsidiary . . . [56]

Once again the lawyers—Penna and Meyer—were involved, ensuring that there were no cross-directorships, that Cape and CASAP directors kept out of the U.S., and that the Cape connection was secret. As Penna later put it: "clearly disclosure of it was likely to hinder rather than help."[57]

The secret Liechtenstein company enabled Cape to continue selling asbestos to America, despite American product liability law and apartheid sanctions, until it was ready to distance itself from asbestos mining. This occurred in 1979, when a complex series of moves began that was akin to Anglo-American swallowing its own tail. Cape's South African mines were first sold for £15.5 m to Barlow Rand (another Anglo-American company), alongside an indemnity that U.S. judgments were not enforceable in England. The asbestos mines were then sold on again to General Mining (another Oppenheimer-linked firm). As to the fate of the AMC: an attentive reader of Companies House filings would have noted in 1979 the disposal of AMC by Cape Industries Overseas.[58] CPC, a company that was uninsured, was liquidated in 1981.

Despite Cape's documented links with the AMC, Cape staff proved unwilling (or unable) to shed any light upon its origins. When questioned in 1984, the Cape and Charter director Geoffrey Higham stated that he could not recall whether he had ever heard of the AMC (until lawyers mentioned it) and knew nothing about its business.[59] Penna repeatedly denied to the press that Cape had any involvement with the Liechtenstein based firm. Morgan, when questioned in a deposition, testified that he also knew nothing about Cape's connection with the AMC:

Q: Were the principals of that entity (AMC) the principals of some part of Cape Asbestos?

A: I have no idea.

Q: Have you ever . . .

56. Cape memo, *Adams and Others v. Cape*, 15 March 1988, Day 20, transcript, 14–15, MMUBS Archive.

57. *Adams and Others v. Cape*, 15 March 1988, Day 20, transcript, 50, MMUBS Archive.

58. Companies House, London: Cape Industries Overseas Ltd (1979). Reports, MMUBS Archive.

59. J. Walker documents: notes on deposition of G.A. Higham, 3, 4, Oct. 1984, *Thacker v. UNR Industries*, 70, MMUBS Archive.

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A: Nobody talks about that.

Q: Have you ever determined the identity of the principals until this very day?

A: No, sir. I can't even read the name of the man who signed the contract.[60]

The attempt to enforce the 205 Tyler claims against Cape Industries (*Adams v. Cape*) came to trial in London in 1988. Documents produced in legal discovery now revealed more fully the legal web behind the reorganizations. This was encouraging for the American plaintiffs, because sham companies can induce the courts to pierce the corporate veil. Less helpful to the Americans was significant hostility among the English judiciary to American-style product liability law and the level of damages set by the U.S. courts, which were regarded as astronomic and unfair by English standards. The media took little interest in the case.

In his decision in 1988, Mr. Justice Scott accepted that the NAAC had been an integral part of the Cape group, which operated worldwide as a single economic entity.[61] He also agreed that the AMC/CPC arrangement was a façade that was designed to sell fiber in America while avoiding liability. He was skeptical of many of the details presented at the trial by Cape's directors and dismissed Morgan's testimony as "disingenuous and false." Nevertheless, he regarded the NAAC as a separate legal entity, so that "the presence of NAAC at 150 North Wacker Drive, Chicago, Illinois, did not constitute the presence in Illinois of Cape ... "[62] Cape's actions had been "somewhat conspiratorial," but these were too subjective and "not ... relevant to the main question."[63] In Scott's view, the corporate veil could not be lifted simply because justice demanded it, and so he dismissed the *Adams*' claims.

Cape's labyrinthine relationship with Charter was not an issue in *Adams*. However, Charter was pursued by the same group of lawyers and plaintiffs simultaneously in the United States, where a district court decided that Charter was liable because it controlled Cape and was therefore guilty of fraud and injuring workers. This was reversed in 1988, when the U.S. Court of Appeal judged that Charter's control

60. C. G. Morgan deposition, Pittsburgh, 31 Oct. 1980. Court of Common Pleas of Allegheny County, Pennsylvania Civil Division. *Anthony A. Barber et al v. Pittsburgh Corning Corporation v. Commonwealth of Pennsylvania et al.* No. GD 79-21544: 191-2, 193-4, MMUBS Archive.

61. *Adams and Others v. Cape Industries plc and Another* [1991] 1 All ER. 929 CA, MMUBS Archive.

62. *Adams and Others v. Cape*, All ER, 966-7, MMUBS Archive.

63. "*Adams and Others v. Cape*," All ER, 967, MMUBS Archive.

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of Cape did not reach the required level of dominance.[64] In England, too, the *Adams'* case went to the Court of Appeal, which refused to overturn the original verdict. The English Court underlined the legality of Cape's Liechtenstein company. It described the AMC as the "creature of Cape," but did not feel entitled to lift the corporate veil "merely because the corporate structure has been used so as to ensure that the legal liability (if any) in respect of particular future activities of the group ... will fall on another member of the group rather than the defendant company. Whether or not this is desirable, the right to use a corporate structure in this manner is inherent in our corporate law."[65] This was a landmark decision and the most detailed review of this aspect of corporate law ever undertaken in England. The result was a striking restatement of the *Salomon* principle of strict separate personality.

The Corporate Veil and the Asbestos Industry

In the aftermath of *Adams*, Cape promptly declared that it had a "distinguished past and confident future"—an astonishing statement, especially in view of the catastrophic mesothelioma epidemic that was emerging in the polluted towns around Cape's former mines in South Africa.[66] In 1996, Charter Consolidated sold its interest in Cape for about £48 million, leaving Cape Plc to make its own way as an international asbestos removal contractor and manufacturer of nonasbestos fire protection and insulation products. Cape prospered again, though as a shadow of its former self and still burdened with asbestos liabilities.[67]

In retrospect, one is struck by the number of legal landmarks in which Cape was involved. It was part of the first big American asbestos settlement (1977); it was the first company in the United States to incur punitive damages in asbestos litigation (1982); and it owned the first U.S. asbestos company to file for bankruptcy (1982).

64. *Clarence Craig and Duveen A. Craig v. Lake Asbestos of Quebec Ltd v. Charter Consolidated, 1988*. US Court of Appeals for the Third Circuit. No. 87–1254, MMUBS Archive.

65. L.J. Slade, "*Adams and Others v. Cape,*" All ER, 102, MMUBS Archive.

66. Cape Plc, *A Distinguished Past and a Confident Future: A Short History of Cape PLC 1893–1993* (London, 1993).

67. D. Blackwell, "Cape Leaves Litigation Behind," *Financial Times*, 26 March 2004; T. Macalister, "Cape Misses Court Date to Avoid Payment," *Guardian*, 18 Nov. 2003.

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In 2003, it settled yet another important case (*Lubbe v. Cape*) brought by 7,500 of its former South African workers, after the court made a precedent-setting ruling that the case could proceed in London.[68] Yet despite all this litigation, Cape emerged remarkably unscathed and had proved itself "astonishingly adept at extricating itself from the (asbestos) business without paying huge compensation."[69]

The question arises as to whether Cape's actions were typical. Before examining that point, it should be noted that the asbestos industry has its defenders. An authorized history of Turner & Newall (T&N) has described the company as a model health hygienist unfairly traduced by historians with an aversion to capitalism.[70] Another historian has absolved the American asbestos companies of conspiracy against the public interest and has pinned the blamed for litigation on 'malevolent' journalists and on opportunistic lawyers.[71] In fact, Cape's use of the corporate veil was quite routine. T&N operated wholly owned American asbestos factories between the 1930s and 1960s through a holding company in Montreal, which also controlled T&N's Canadian mining and manufacturing interests. The structure was originally dictated by T&N's desire to evade American taxes and antitrust law. In 1977, T&N implemented a complex reorganization of its Canadian holding company that involved the setting up of 'buffer' companies to distance its assets from claimants. The arrangements proved highly effective in repelling jurisdictional claims when asbestos personal-injury cases were launched against T&N in the 1980s, both in the United States and Canada.[72] In America, the reaction of W. R. Grace & Company to its spiralling asbestos liabilities after the mid-1980s was to divest itself of over $4 bn in assets behind an elaborate series of restructurings and technical bankruptcy. The result was a near-empty shell for asbestos claimants and a tax-free exit with the assets for the stockholders (though the

68. *Lubbe and Others v. Cape plc* [2000] 1 WLR 1545, MMUBS Archive. See R. Meeran, "Cape Plc: South African Mineworkers' Quest for Justice," *International Journal of Occupational and Environmental Health* 9 (Sept. 2003): 218–27; Peter Muchlinski, "Corporations in International Litigation: Problems of Jurisdiction and the United Kingdom Asbestos Cases," *International and Comparative Law Quarterly* 50 (Jan. 2001): 1–25.

69. Pallister et al, *South Africa*, 254.

70. P. Bartrip, *The Way from Dusty Death: Turner & Newall and the Regulation of Occupational Health in the British Asbestos Industry 1890s–1970* (London, 2001).

71. Rachel Maines, *Asbestos and Fire: Technological Trade-offs and the Body at Risk* (New Brunswick, N. J., 2005).

72. G. Tweedale, *Magic Mineral to Killer Dust: Turner & Newall and the Asbestos Hazard* (Oxford, U.K., 2nd ed., 2001), 219.

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bankruptcy court was later able to claw back about $1 bn).[73] The core Grace company remains profitable today, though it remains under the shadow of heavy fines levied by the Environmental Protection Agency for asbestos damages at a former Grace mine in Libby, Montana, while seven of its current and former executives face federal indictments that they knowingly placed their workers and the public in danger.

In the late 1990s, the leading Australian asbestos company, James Hardie, also restructured its business to deal with its growing asbestos liabilities. In 2001, it established a compensation fund, while simultaneously and surreptitiously shifting its assets and corporate headquarters to the Netherlands. When the fund ran dry within only three years, the Dutch parent was revealed to be immune to claims because Australia did not have an enforcement treaty with the Netherlands. The subsequent public outcry resulted in a New South Wales Government Commission. The Commission's report revealed a masterly use of the corporate veil to distance Hardie from liability.[74] It also identified a string of possible offences against the Corporations and Trade Practices Acts and the common law.[75]

Inevitably, such problems have been magnified in countries where government regulations are more lax, leading to accusations that the separation of legal identity has enabled MNEs to apply 'double standards'. Certainly, in the United Kingdom, Cape had to operate under far more stringent safety standards than abroad—standards that were never applied, for example, in South Africa.[76] Double standards were also evident in Cape's policy towards the United States, whence fiber was shipped without the safety warnings that became a requirement on bags of raw asbestos imported into the United Kingdom after 1976—an action that reflects little credit on

73. K. Rivlin and J.D. Potts, "Not So Fast: The Sealed Air Asbestos Settlement and Methods of Risk Management in the Acquisition of Companies with Asbestos Liabilities," *New York University Environmental Law Journal* 11, no. 3 (2003): 626–61; J. Heenan, "Graceful Maneuvering: Corporate Avoidance of Liability through Bankruptcy and Corporate Law," *Vermont Journal of Environmental Law* (2003), online journal published at: www.vjel.org/roscoe/roscoe03a.html.

74. New South Wales Government: Cabinet Office, *Report of the Special Commission of Inquiry into the Medical Research and Compensation Foundation* (Sept. 2004). Posted at: www.cabinet.nsw.gov.au/publications.

75. Ben Hills, "The James Hardie Story: Asbestos Victims' Claims Evaded by Manufacturer," *International Journal of Occupational and Environmental Health* 11 (April/June 2005): 212–14.

76. J. McCulloch and G. Tweedale, "Double Standards: The Multinational Asbestos Industry and Asbestos-Related Disease in South Africa," *International Journal of Health Services* 34, no. 4 (2004): 663–79.

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Cape Industries, given its unparalleled knowledge of the hazards of amphiboles.

Much more is now known about mesothelioma in South Africa than when *Adams* was contested. It is the story of the concealment of a major public health hazard.[77] In the early 1960s, Cape and other South African producers had at first supported research into mesothelioma, but then ensured that the alarming results showing that mesothelioma was linked with environmental exposure were suppressed. This allowed Cape to continue to mine and sell amphiboles vigorously, while denying or minimizing the dangers.

Similarly, knowledge at Cape of health dangers rarely made it to the United States or influenced policy at Cape's operations there. In 1966, for example, Richard Gaze told NAAC boss, Cryor, that asbestos "in no way presents a hazard to the public at large" and denied that there was any evidence that amosite caused mesothelioma.[78] Yet, (as Gaze knew) independent medical studies had appeared only the year before in England that showed that mesothelioma deaths had occurred close to Cape's main factory, even among individuals who had never worked in the asbestos industry.[79] In the late 1970s, Gaze was still telling U.S. asbestos industrialists that crocidolite was not much worse than chrysotile and that "the hazards are greatly exaggerated in this country [the UK]."[80] Such scientifically inaccurate statements facilitated the export of Cape's blue fiber to America, after its import had been effectively banned in the United Kingdom. We shall never know how many workers died as a result, but some idea of the risks can be appreciated from the fate of several Cape executives.[81] Rudolf Wild died of mesothelioma in 1951, as did his daughter who was probably exposed to dust from her father's clothes. Tom Hale died of mesothelioma in 1961. So, too, did Bob Cryor in 1970. Gaze himself, who was a key architect of the NAAC, died from peritoneal mesothelioma in 1982.[82]

77. Flynn, *Studded with Diamonds*, 189–202; McCulloch, *Asbestos Blues*, 181–200.

78. Gaze to Cryor, 22 March 1966, MMUBS Archive.

79. M.L. Newhouse and H. Thompson, "Mesothelioma of Pleura and Peritoneum Following Exposure to Asbestos in the London Area," *British Journal of Industrial Medicine* 22 (Oct. 1965): 261–69.

80. Gaze to Guy Gabrielson (Nicolet Inc.), 18 Feb. 1977, MMUBS Archive.

81. One recent estimate suggests that 10,000 Americans are dying annually from asbestos-related diseases, with 100,000 deaths projected over the next decade. See, Environmental Working Group, *Asbestos: Think Again* (Washington, D.C., 2004). Posted at: www.ewg.org/reports/asbestos.

82. Information from death certificates, legal documents, personal information, and Brodeur, *Expendable Americans*, 141.

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Conclusion

Separate legal personality still stands in the shape of *Salomon* and *Adams* and is regarded by most legal experts as 'inherently sound'.[83] This article, however, demonstrates that the corporate veil can allow MNEs to escape responsibility and leave victims of corporate actions with no recourse.[84] The story of Cape Industry's American operations provides a striking illustration of how limited liability can act as a bar to recovery for corporate injuries even when a firm has been found guilty. Over the past twenty-five years tort law has arguably been "*the* uniquely effective and indispensable means of exposing and defeating the asbestos conspiracy, providing compensation to victims, and deterring future malfeasance."[85] Yet in Bloomington and Tyler and in many other American locations, hundreds (indeed thousands) of asbestos victims were denied the opportunity to claim damages from Cape Industries because of the legal doctrines supporting the corporate veil. Companies have been able to use traditional entity law to externalize the costs of conducting highly risky activities. A distinct pattern therefore emerges from this discussion of corporations enjoying the benefits of personality without the drawbacks (such as punishment for misdeeds); and of being able to restructure their businesses in flagrant disregard of industrial hazards and of the interests of anyone but their shareholders.[86]

For business historians, *Adams* and related cases have some intriguing implications. This episode is incomprehensible without an understanding of corporate law, which business historians have largely avoided in favor of a focus on management, technology, and other core business operations. Yet the asbestos cases show that lawyers played a key role in shaping company strategy. This may be a feature of companies involved in the manufacture of toxic

83. Grantham and Ross, *Corporate Personality*, 7.

84. For similar criticisms, see J. Dine, *The Governance of Corporate Groups* (Cambridge, Mass., 2000), 46–48; and Blumberg, *Multinational Challenge*, 133.

85. D. Rosenberg, "The Dusting of America: A Story of Asbestos—Carnage, Cover-Up, and Litigation," *Harvard Law Review* 99 (May 1986): 1693–1706, 1695. See also M. Anderson, "Transnational Corporations and Environmental Damage: Is Tort Law the Answer?" *Washburn Law Journal* 41 (Spring 2002): 399–425.

86. The corporate veil in other industries remains to be explored. Interestingly, in 1994 BAT Industries in London claimed that it had been wrongfully named in a Minnesota tobacco damages suit, because it was merely a holding company with 164 employees and had only a distant relationship with its U.S. subsidiary Brown & Williamson. On this occasion, the American courts were not convinced. See P. Pringle, *Dirty Business: Big Tobacco at the Bar of Justice* (London, 1998), 203–6.

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products. Stanton Glantz, for example, has shown the "unusually active role" played by tobacco industry attorneys, even in scientific research.[87] This view is shared by former Food & Drug Administration head, David Kessler, who believes that the tobacco industry "put itself in the hands of its lawyers" to counter threats to regulation.[88] Until now, the corporate attorney has not been a prominent figure in business history MNE scenarios, but these experiences suggest that it was not simply the entrepreneur that devised corporate strategy.

Above all, this story is important for the discordant note it strikes in the business history literature. It is a story of tax-avoidance, offshore companies, shells, the concealment of information, and the deaths of workers. It would appear that not all MNEs are the progressive institutions commonly portrayed in the literature of business history. Some are closer to Joel Bakan's depiction of the corporation as a monster, whose "legally defined mandate is to pursue, relentlessly and without exception, its own self-interest, regardless of the often harmful consequences it might cause to others."[89] Business historians may disagree with this characterization, but they need to address these issues if they are to relate their work to contemporary debates in management and globalization. To do that they need to bring subjects such as the environment, regulation, ethics, and the social costs of business much closer to the center of the stage than they currently occupy in the Chandler paradigm. For Cape and other asbestos manufacturers the occupational and environmental health problems of producing a toxic product were far from being an 'externality', but were central to the operation, structure, and survival of the business.

87. S. Glantz et al. eds., *The Cigarette Papers* (Berkeley, Calif., 1996), 236.

88. D. Kessler, *A Question of Intent: A Great American Battle with a Deadly Industry* (New York, 2001), 205.

89. Bakan, *Corporation*, 1–2.

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EXHIBIT 26

425 South Dryden Place,
Arlington Heights, Illinois
60005 U. S. A.

April 19, 1978

Mr. J. L. Sparkes,
Group Financial Controller,
Cape Industries Limited,
114 Park Street,
London W1Y 4AB, England.

Dear John,

Officially, North American Asbestos Corporation closed on January 31, 1978. We are keeping the books for the liquidating trustees through April 30th - after which there will be a Peat Marwick audit through April 30th.

We have sent you the January and February statements, and will shortly be sending you March, and then a further April statement; or possibly, this will wait until the audited statement is completed.

Even though we are performing these functions, we are not supposed to be receiving any mail that would tie us into Cape after the January 31, 1978 deadline; however, Mr. Morgan and myself are still receiving accounting memorandums from you. I believe, for safety's sake, these should be stopped immediately.

Many thanks. Best regards.

Sincerely,

Joan Holtze

JHoltze sp

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MEMORANDUM

TO: M. E. Meyer

FROM: M. F. Geer

DATE: 24 August 1979

RE: North American Aviator Corporation
Long-debate Ground
File No. [illegible]-002 LIC

Pursuant to Rule of [illegible]
[illegible] Addition of [illegible]

FACTS:

North American Aviator Corporation was [illegible]
corporation [illegible] an intent to [illegible]
of the [illegible] Corporation Act. [illegible]
pursuant to [illegible] two years. [illegible]
conveyed to Nadeau & Brook and Mac D. Nadeau [illegible]
certain [illegible] Successful Data Corporation [illegible]
at present be held after payment of NAAC's [illegible] interest
that the assets of NAAC will be distributed to [illegible] Aviator Shareholders.

The [illegible] Shareholders of NAAC is [illegible] Overseas Ltd.
("COTO"), a corporation organized in the United Kingdom. COTO,
in turn, is [illegible] by Case Industries Ltd. ("CIL"), a [illegible]
Quebec [illegible] as a corporation organized under the laws of South
Africa (for convenience, referred to herein as "Schmidlapp Corporation").
Canad the [illegible] nine whose products [illegible] sold by NAAC [illegible]
planes.

The [illegible] corporate structure may be described as follows:

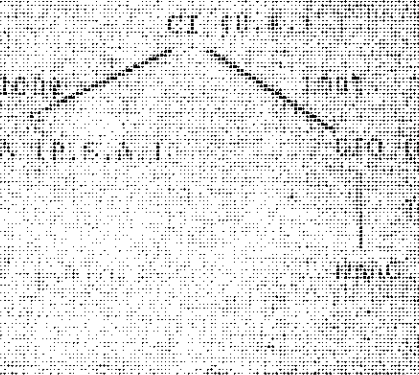

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EXHIBIT 28

MEM

LORD, BISSELL & BROOK
135 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60603

312-786-6200
CABLE: LOWIRCO 25-3070
TELEX: 25-3070

WRITER'S DIRECT DIAL NUMBER
(313) 786 - 6208
WASHINGTON OFFICE
21 DUPONT CIRCLE, N.W.
WASHINGTON, D.C. 20036
AREA CODE 202
833-3031

LORD
N B. BISSELL
RE C. DILLER
T C. BROOK
N A. HILWID
. H. HILLIER
. GOODER
D R. DECKER
MEYER
S N. WEILAND
CEN MILLER
I. SMITH
I B. LEGG
R. WINNER
BT L. TOZER
IO E. MUELLER
H A. JOHNSON
F. SCHAUER
C. ROY PETERSON
CUSHMAN B. BISSELL, JR.
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JOHN C. MERRIMAN
ALEX R. SEITH
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EUGENE M. WACHTEL
MICHAEL SCHUETTE
JOHN S. SHAPIRA
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ALVIN E. DOMASH
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JOHN W. ADLER, JR.

CHARLES A. ADAMES
F. GORDON ALLEN
SIMON H. ANDERSON
TERRY W. BACAUS
FRED C. BEGY III
JOHN J. BERWANGER
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GEORGE L. BURGETT
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ROBERT DENNIS RASOR
ROBERT P. SCHMIDT
JOHN H. SHEFFEY
JOHN J. TIGERT III
JAMES J. WALSH
WILLIAM T. WEAVER
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WILLIAM J. WHITE
HERMAN WIHO

COUNSEL
RAYMOND WEARING
GORDON R. CLOSE
EDWARD B. HAYES
GRAYDON H. ELLIS
HAMILTON K. BECBE

ROBERT S. MEDVECKY
WALTON N. SMITH

December 23, 1975

A. J. Penna, Esq.
Group Solicitor
Cape Industries Limited
114 Park Street
London W1Y 4AB England

Re: Yandle/Kay Actions

Dear Tony:

At the meeting that Max Meyer and I had with Dr. Gaze and Mr. Dougherty several months ago, we informed them that Judge Steger at the resumption of the Fall Term of court indicated that he had taken the jurisdictional issues presented by the motions that we filed on behalf of Cape Industries and Egnep and the motions filed by certain other defendants under advisement and that he further informed all counsel that if any further documentary information or briefing were desired it should be done promptly. To date no one has filed any additional information. However, Judge Steger has not as yet indicated when he will rule on the pending motions. Dick Bernays and I have discussed the status of the matter recently and we agreed that steps should be taken after the first of the year to inquire as to when a ruling by the court on the jurisdictional issues may be expected.

We have given further consideration to the matters raised in your letters of November 4 and June 16, particularly as to what action should be taken in the event the Cape Egnep or Cape Fibres should be involved in any other U. S. litigation.

With reference to the Yandle/Kay suits, if the court should sustain the motions only on the ground of insufficient and improper service, while this would be tantamount to restarting the actions for purposes of effecting service of summonses it would not have, in our opinion, any limitation consequences, for the date of the initial filing of the complaints rather than the date of proper service governs any limitations questions. However, if such a ruling is handed

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down and subsequent service is properly effected, both Cape and Egnep would then be before the court properly for the first time and would be faced with the decision of whether or not default judgments should be permitted.

With reference to the other questions raised in your letter of June 16 be advised as follows:

1. Although Cape is 63% owned by Charter Consolidated Limited it is our opinion that there is no valid basis to join Charter in the pending litigation or that there would be any valid basis of enforcing against Charter or any of its U. S. subsidiaries or U. S. assets any judgment entered against Cape, Egnep or NAAC. Nothing has come to our attention which would indicate complete control or dominance by Charter as to the activities of Cape, Egnep or NAAC.

2. It is also our opinion that the directors of any of the Cape Companies or of Charter would not be subject to any civil or criminal liability by reason of any U. S. default judgments entered against such Companies or their subsidiaries. Under Texas law a corporation itself cannot be found criminally liable. Fletcher's Cyclopedia of the Law of Private Corporation, Vol. 10, 1970, §4942 p. 459. A fortiori the directors of such a corporation would not be subject to any criminal liability. The only exception to civil liability would be under the laws of Great Britain if their Companies might be subject to respond in damages to satisfy any default judgments and if it were improper to allow default judgments to be entered.

3. If Cape in the future should set up or acquire any U. S. Company or business, then such Company or business would be deemed to be an asset of Cape, even though acquired after the entry of any default judgments. Such new Company or business would be considered an asset of Cape in the U. S. and subject to garnishment to satisfy the default judgments.

4. If default judgments were awarded against Cape and/or Egnep, such judgments would be ordinarily considered final. However, if the action continued against NAAC who would subsequently be successful in its own defense, then under Rules 55(c) and 60(b) of the Federal Rules of Civil Procedure a remedy may be available for setting aside even a default judgment under specified circumstances. The granting of such relief, however, would be entirely in the discretion of the court.

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EXHIBIT 2

Certified Appendix 230

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5. It is our opinion that even if a U. K. Court should judge a default judgment unenforceable, under Texas law (Articles 3773 and 5532 of Vernon's Civil Statutes of Texas) a judgment is valid for 10 years and it may be revived by the issuance of execution against a defendant within the 10 year period. Mingus v. Kadane, 125 SW 2d 630 (Tex. Civ. App. 1939). Of course, if a judgment is allowed to be dormant without issuance of execution it cannot be revived after 10 years from the date of the judgment.

On the ultimate question as to whether Cape Industries itself might be held liable in this litigation for any tort committed by either of its subsidiaries NAACO or Egnep the holding of the Texas Supreme Court in the case of National Hotel Co. v. Motley, 123 SW 2d 461 (Tex. 1938) is most helpful. There the Texas Supreme Court stated on this point:

> "It may be stated as a general rule that the fact that a corporation owns the controlling stock of another does not destroy the identity of the latter as a distinct legal entity, and unless it be shown that such separate corporate existence is a mere sham, or has been used as an instrument for concealing the truth or perpetrating fraud, or where the organization and control of the subsidiary are shown to be such that it is but an instrumentality or adjunct of the dominant corporation, no liability may be imposed upon the latter for the torts of the subsidiary corporation."

Certainly on the basis of the discovery to date and based on our knowledge of the operations of Cape and its subsidiaries, none of the exceptions stated by the Texas Supreme Court would be applicable. Cape Industries and each of its subsidiaries should be considered separate and distinct legal entities.

If any further clarification of our foregoing views is required, please advise.

Sincerely,

Stephen A. Milwid

SAM/w

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EXHIBIT 2

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

EXHIBIT 29

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759
ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP402727

MAY 24, 1978

TELEX TO: CAPE INDUSTRIES LIMITED, LONDON

TELEX NO.: 24811

ATTN: R. J. PUGHA

YOUR TELEX MAY 24, 1978 RECEIVED VERY SURPRISED AT ARRIVAL OF SUMMONS AND COMPLAINT FROM A PHILADELPHIA LAWYER AS WE HAD ASKED TO BE ADVISED BEFORE ANY LITIGATION WAS FILED AGAINST CONTINENTAL CAN COMPANY. THE LITIGATION THAT WAS BEING FILED CONCERNED THE ASBESTOS PRODUCTS FORMERLY MADE AT THE CELOTEX PLANT IN TAMPA, FLORIDA. AS YOU KNOW, CONTINENTAL CAN COMPANY SOLD THE CELOTEX UNIT ON DECEMBER 1, 1977. SINCE THAT TIME, WE HAVE BEEN CONDUCTING OUR OWN INVESTIGATION OF THE SITUATION AND HAVE BEEN IN CONSTANT CONTACT WITH OUR OUTSIDE COUNSEL IN PHILADELPHIA, AS WELL AS OUR OUTSIDE ATTORNEYS OF RECORD IN TAMPA. WE DO NOT UNDERSTAND THE DECISION ON BEHALF OF ANY OTHER PARTY TO FILE SUIT AGAINST US AT THIS TIME. SUBJECT TO ANY PROPER CONSIDERATION, WE WOULD BEST INTERESTS OF CAPE INDUSTRIES WOULD DICTATE IT TO MAKE NO RESPONSE TO THIS NEW LITIGATION. IF SUMMONS SERVED ON YOU, IT SHOULD BE DELIVERED PROMPTLY TO THE PROPER OFFICE IN THIS APPROPRIATE ENGLAND AND WE WILL TAKE MEASURES TO DO LIKEWISE ALL MADE PERSONNEL. IF ANY FURTHER INFORMATION REQUIRED, PLEASE ADVISE. I CAN ALWAYS BE REACHED BY MY OFFICE AND CAN CALL YOU EITHER REVERSE VOICE OR TELEX MESSAGES SUCH ADVICES.

BEST REGARDS,

R. A. WELLS

EXHIBIT 2

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

EXHIBIT 30

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727

CONFIDENTIAL AND WORK
PRODUCT MEMORANDUM

TO:

DATE: February 28, 1984

FROM:

RE:

DEPOSITION EXHIBIT

EXHIBIT 2

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727

United States and the United Kingdom. In that connection, the total settlement was $20,000,000 to which Cape Industries contributed $1,000,000 and the insurers for North American Asbestos contributed $6,200,000. The person with whom I dealt at Cape Industries in September, 1977 as to such authorization was Mr. Richard Cave. The primary factor that was considered in authorizing the payment of $1 million on behalf of Cape Industries was that the other co-defendants including the insurers for NAAC indicated that they were prepared to settle separately with the ACF Plaintiffs and would seek indemnity [illegible] Cape Industries and that [illegible] would [illegible] Cape Industries [illegible] Cape Corporate [illegible] remaining defendants [illegible] and I [illegible] [illegible] that [illegible] [illegible] [illegible]

ELECTRONICALLY FILED 2023 Mar 06 12:49 PM RICHLAND COMMON PLEAS CASE#2021CP4002727

of action for the company. At pp. 61-62, Deistated that the source for the legal advice from the beginning be Lordy, Bissell & Brook. I know of no basis for that contention by Mr. Higham. After the Tyler I litigation was settled, I recall a telephone conversation with Tony Young in which we discussed what need on the advice of Cape's U.K. solicitors that [illegible] in any subsequent U.S. product liability [illegible] request to the U.K. any evidence [illegible] Tony Young entered an appearance [illegible] already on file in South Africa but already [illegible]

[illegible]

We certainly had no [illegible] what happened here in [illegible] Schmidlapp, Inc. [illegible] asbestos products. [illegible] Cape [illegible] not responsible to any [illegible]

On the whole, [illegible] does not appear that Walker, [illegible] recovered very much, particularly [illegible] the dissolution of NARC.

[illegible]

[illegible]

- 9 -

EXHIBIT 2

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EXHIBIT 31

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 2:41 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4001759

December 12, 13, 14, 1977

MEMO TO FILE

CAPE INDUSTRIES/ LONDON

Meeting to discuss liquidation of NAAC and formation of new off-shore company to service North American market.

Attending:
Dr. Richard Gaze
Mr. H. M. S. Tanner
Mr. Tony Penna
Mr. Barry Stevenson

Meeting to discuss North American market and customer requirements.

Attending: Mr. H.M.S. Tanner
Mr. R. Gale
Mr. W. Scott
Mr. K. Andrews

Meeting to discuss North American market of pipe coverings for Cape Contracts International.

Attending: Mr. Cris Cusack

CGMorgan/jc

Dep. Ex. No. 22
for I.D. as of 9/25/20

PLAINTIFF'S EXHIBIT #22

CAPE000728

EXHIBIT 2

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

EXHIBIT 32

ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4001759

Exhibit No. 2
for ID and Evidence
A M Dale

0004 06

M E M O R A N D U M

7 April 1976

To: South American Asbestos File.
From: A. M. Dale

MAAC, Inc., Illinois corporate subsidiary, has been liquidated to understand [illegible] Accompanying Illinois corporation with no interest in [illegible] Asbestos or any other [illegible] South American country. The new organized [illegible] is Continental Products Corporation, Inc. It is anticipated [illegible] will be [illegible] for the future [illegible] Asbestos [illegible] It will hand [illegible] Chile, Canada and Mexico [illegible]

[illegible] Asbestos Mines [illegible] and Peak Iron Ore [illegible] Chrysotile [illegible] Asbestos Mines Company [illegible] Mexico, the U.S. and Canada, the U.S. and Mexico, Mexico [illegible] Mexico will be [illegible] However, because shipments [illegible] being made from [illegible] Johannesburg will [illegible] this [illegible]

Since CPC has two years of following through on the shipments, payments, etc., copies of all invoices are expected to be submitted to CPC here which continues at the same address and phone number as before, held by MAAC.

Gerry Morgan was in Mexico City in January of this year and is supposed to have explained the new corporate arrangement to the Eureka group of Mexican officers, namely, the Suarez, Hector Vargas and Gustavo Herrera.

There is one remaining Promissory Note coming to MAAC number 21, which is supposed to be paid, I believe, on 15 April.

After some discussion, Joan Holtze and I decided it would be better to wait until that Promissory Note is paid and then go back to Hector Vargas and explain the new corporate set-up.

[illegible] 050253

EXHIBIT 2

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EXHIBIT 33

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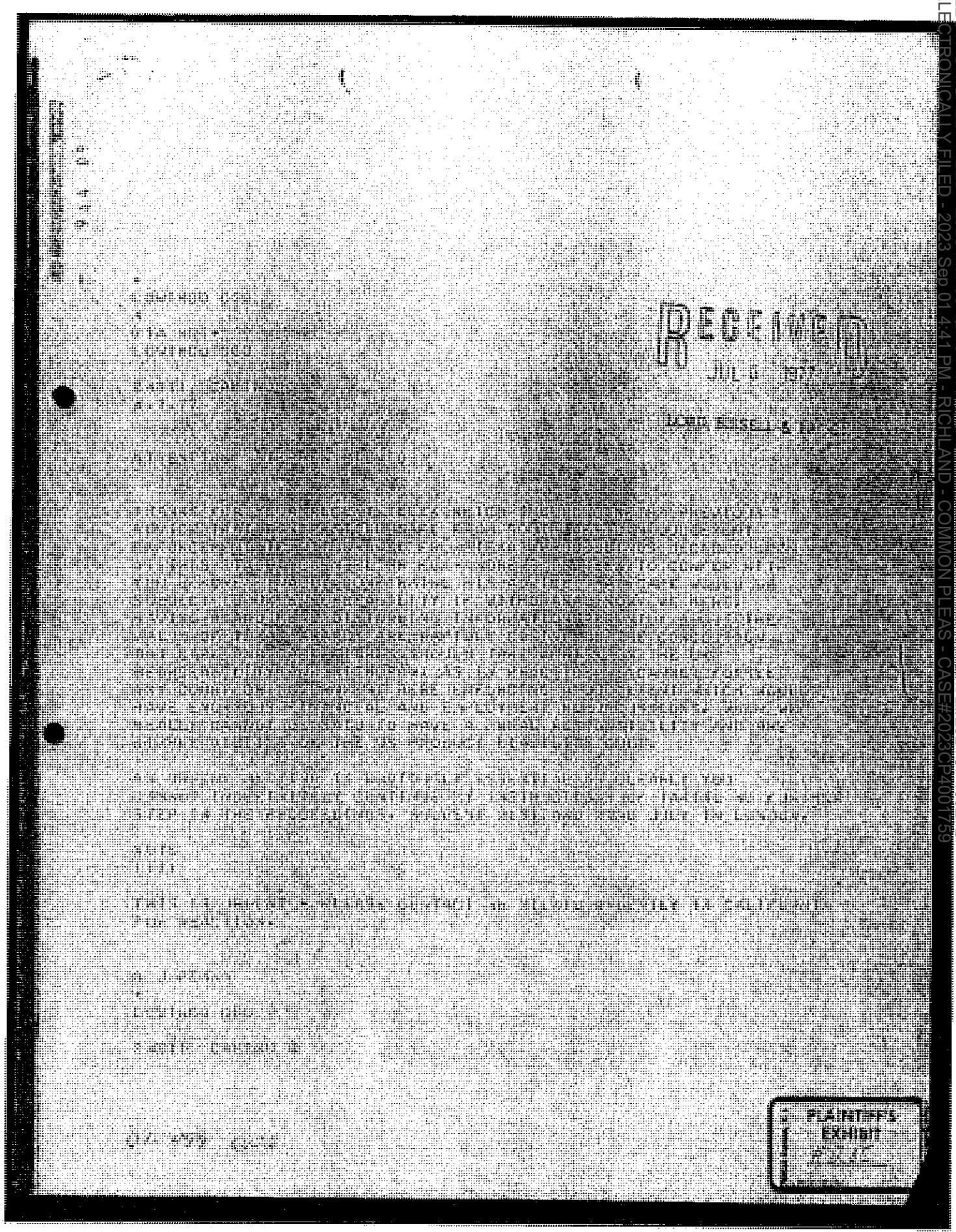
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759



ELECTRONICALLY FILED - 2023 Mar 06 12:49 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727

This is to announce that Continental Products Corporation has been appointed as Agent to handle the North American requirements for Amoprite and Chlordelite asbestos fibre products.

Our location will be the same as the former North American Asbestos Corporation. Please note our address, telephone number are as follows:

Continental Products Corporation
100 North Wacker Drive
Chicago, Illinois 60606

Telephone (312)

Although operating as a new organization, both
myself will endeavor to maintain the same satisfactory
customers and friends as offered at North American Asbestos
Corporation.

Sincerely,

CONTINENTAL PRODUCTS CORPORATION

President

CC/vm/gm/jc

671608

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EXHIBIT 34

ELECTRONICALLY FILED 2023 Mar 08 12:40 PM RICHLAND COMMON PLEAS CASE #2021CP4002727

M E M O R A N D U M

23 January 1974

To: H. S. Meyer
From: A. R. Peebles
Re: North American Aviation Corporation

050610

EXHIBIT 2

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This system of sale would eliminate any assets owned by Sales Corp in the United States. With no assets located in the United States which might be attached under legal proceedings brought against Sales Corp there would be no pressure on it to appear to defend. Any default judgments would have to be enforced in the courts of Liechtenstein.

2. Anything short of this will establish some assets in the United States owned by Sales Corp. The presence of these assets in the United States would be sufficient to attach them under proceedings brought by [illegible]

[illegible]

[illegible]

[

ELECTRONICALLY FILED 2022 Mar 08 12:40 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2022 Mar 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727

income tax. Further, the receivables from such sales would also be subject to attachment by any would-be plaintiff.

If the goods were to be sold on consignment, the net result would be the same, namely, neither there would be goods owned by Dalsa Corp or there would be receivable payable to Dalsa Corp against [illegible] the sale of the goods. In either instance, said assets can be attached by potential plaintiffs.

Attachments

050812

EXHIBIT 2

ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

Richland County
Fifth Judicial Circuit
Public Index

Switch View

Isabella Park , plaintiff, et al vs Armstrong International Inc , defendant, et al

Case Number:	**2021CP4002727**	**Court Agency:**	**Richland County Common Pleas**	**Filed Date:**	**06/04/2021**
Case Type:	**Common Pleas**	**Case Sub Type:**	**Special-Comp/Oth 699**	**File Type:**	**Jury**
Status:	**Assigned To Judge**	**Assigned Judge:**	**Toal, Jean Hoefer**		
Disposition:		**Disposition Date:**		**Disposition Judge:**	
Original Source Doc:		**Original Case #:**			
Judgment Number:		**Court Roster:**			

Case Parties Judgments Tax Map Information Associated Cases **Actions** **Financials**

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Park, Isabella	**NEF(08-28-2023 04:09:27 PM) Notice/Other**	**Filing**		**08/29/2023-08:46**		
Park, Isabella	**Notice Of Filing Ommitted Exhibit**	**Filing**		**08/28/2023-16:09**		
Cape Plc	**NEF(08-16-2023 12:10:34 PM) Service/Acceptance Of Servic...**	**Filing**		**08/16/2023-12:32**		
Cape Plc	**Service/Acceptance Of Service on Lock Lord Llp on Lock Lord**	**Filing**		**08/16/2023-12:10**		
Cape Plc	**NEF(08-09-2023 11:38:32 AM) Amended/Amended Summons And ...**	**Filing**		**08/09/2023-11:52**		
Cape Plc	**Amended/Third Party Summons And Complaint**	**Filing**		**08/09/2023-11:38**		
Cape Plc	**NEF(06-09-2023 04:03:25 PM) Service/Affidavit Of Service**	**Filing**		**06/09/2023-16:13**		
Cape Plc	**Service/Affidavit Of Service on Lock Lord Llp**	**Filing**		**06/09/2023-16:03**		
Great Barrier Insulation Co	**NEF(05-24-2023 01:09:01 PM) Stipulation Of Dismissal**	**Filing**		**05/25/2023-08:57**		
Great Barrier Insulation Co	**Stipulation Of Dismissal as to Great Barrier Insulation Co**	**Filing**		**05/24/2023-13:09**		
Cape Plc	**NEF(05-23-2023 09:38:07 AM)**	**Filing**		**05/23/2023-09:38**		

	Notice/Notice of Appearance					
Cape Plc	**Notice/Notice of Appearance**	**Filing**		**05/23/2023-09:38**		
Robertshaw Controls Co	**NEF(05-10-2023 03:36:29 PM) Stipulation Of Dismissal**	**Filing**		**05/10/2023-15:56**		
Robertshaw Controls Co	**Stipulation Of Dismissal / Robertshaw Controls Company**	**Filing**		**05/10/2023-15:36**		
Cape Plc	**NEF(04-12-2023 12:03:30 PM) Notice/Notice of Appearance**	**Filing**		**04/12/2023-12:18**		
Cape Plc	**Notice/Notice of Appearance**	**Filing**		**04/12/2023-12:03**		
Cape Plc	**Summons/Third Party Summons & Complaint**	**Filing**		**04/12/2023-12:03**		
Gardner Denver Inc	**NEF(03-28-2023 07:00:36 PM) Stipulation Of Dismissal**	**Filing**		**03/29/2023-10:11**		
Gardner Denver Inc	**Stipulation Of Dismissal as to Gardner Denver Inc**	**Filing**		**03/28/2023-19:00**		
Park, Isabella	**NEF(03-17-2023 08:28:05 AM) Order/Appointment of Receive...**	**Filing**		**03/17/2023-08:28**		
Park, Isabella	**Order/Appointment of Receiver**	**Order**		**03/17/2023-08:28**		
Park, Isabella	**NEF(03-06-2023 12:49:10 PM) Motion/Appointment of Receiv...**	**Filing**		**03/06/2023-14:38**		
Park, Isabella	**Motion/Appointment of Receiver**	**Motion**		**03/06/2023-12:49**		
Park, Isabella	**NEF(03-06-2023 12:17:06 PM) Notice/Notice of Appearance**	**Filing**		**03/06/2023-12:17**		
Park, Isabella	**Notice/Notice of Appearance**	**Filing**		**03/06/2023-12:17**		
Fmc Corporation	**NEF(02-08-2023 11:28:43 AM) Stipulation Of Dismissal**	**Filing**		**02/09/2023-10:18**		
Fmc Corporation	**Stipulation Of Dismissal as to Fmc Corporation**	**Filing**		**02/08/2023-11:28**		
Sterling Fluid Systems Usa Llc	**Stipulation Of Dismissal as to Sterling Fluid Systems Usa**	**Filing**		**02/08/2023-11:28**		
Union Carbide Corporation	**NEF(02-06-2023 04:24:22 PM) Stipulation Of Dismissal**	**Filing**		**02/07/2023-09:16**		
Union Carbide Corporation	**Stipulation Of Dismissal as to Union**	**Filing**		**02/06/2023-16:24**		

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	Carbide Corporation					
Southern Insulation Inc	**NEF(11-29-2022 02:21:25 PM) Stipulation Of Dismissal**	**Filing**		**11/29/2022-15:56**		
Southern Insulation Inc	**Stipulation Of Dismissal /Southern Insulation, Inc.**	**Filing**		**11/29/2022-14:21**		
Flowserve Corporation	**NEF(11-21-2022 10:44:45 AM) Stipulation Of Dismissal**	**Filing**		**11/21/2022-14:03**		
Flowserve Corporation	**Stipulation Of Dismissal as to Flowserve Corporation**	**Filing**		**11/21/2022-10:44**		
Honeywell International Inc	**NEF(11-15-2022 02:30:12 PM) Stipulation Of Dismissal**	**Filing**		**11/16/2022-09:35**		
Honeywell International Inc	**Stipulation Of Dismissal as to Honeywell International**	**Filing**		**11/15/2022-14:30**		
William Powell Company	**NEF(11-11-2022 03:59:52 PM) Stipulation Of Dismissal**	**Filing**		**11/14/2022-14:12**		
William Powell Company	**Stipulation Of Dismissal as to William Powell Company**	**Filing**		**11/11/2022-15:59**		
Goodyear Tire & Rubber Company	**NEF(10-26-2022 08:49:54 AM) Stipulation Of Dismissal**	**Filing**		**10/26/2022-10:22**		
Goodyear Tire & Rubber Company	**Stipulation Of Dismissal/Goodyear Tires and Rubber Co.**	**Filing**		**10/26/2022-08:49**		
Grinnell Llc	**NEF(10-14-2022 03:12:31 PM) Stipulation Of Dismissal**	**Filing**		**10/17/2022-11:24**		
York International Corporation	**NEF(10-14-2022 03:14:40 PM) Stipulation Of Dismissal**	**Filing**		**10/17/2022-11:23**		
Goulds Pumps Incorporated	**NEF(10-14-2022 03:10:16 PM) Stipulation Of Dismissal**	**Filing**		**10/17/2022-11:21**		
Carrier Corporation	**NEF(10-14-2022 03:07:08 PM) Stipulation Of Dismissal**	**Filing**		**10/17/2022-11:20**		
York International Corporation	**Stipulation Of Dismissal as to York International Corporatio**	**Filing**		**10/14/2022-15:14**		
Grinnell Llc	**Stipulation Of Dismissal as to Grinnell Llc**	**Filing**		**10/14/2022-15:12**		
Goulds Pumps Incorporated	**Stipulation Of Dismissal as to Goulds Pumps**	**Filing**		**10/14/2022-15:10**		
Carrier Corporation	**Stipulation Of Dismissal as to Carrier Corporation**	**Filing**		**10/14/2022-15:07**		
4520 Corp Inc	**NEF(10-06-2022 11:37:59 AM) Stipulation Of Dismissal**	**Filing**		**10/06/2022-16:30**		

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4520 Corp Inc	**Stipulation Of Dismissal as to 4520 Corp**	**Filing**		**10/06/2022-11:37**		
Foster Wheeler Energy Corporation	**NEF(09-28-2022 03:26:45 PM) Stipulation Of Dismissal**	**Filing**		**09/29/2022-09:58**		
Foster Wheeler Energy Corporation	**Stipulation Of Dismissal / Foster Wheeler Energy Corporation**	**Filing**		**09/28/2022-15:26**		
Daniel International Corporation	**NEF(09-19-2022 01:27:12 PM) Stipulation Of Dismissal**	**Filing**		**09/19/2022-14:24**		
Daniel International Corporation	**Stipulation Of Dismissal as to Daniel International Corporat**	**Filing**		**09/19/2022-13:27**		
Rust International Inc	**NEF(09-13-2022 03:50:18 PM) Stipulation Of Dismissal**	**Filing**		**09/14/2022-10:44**		
Rust International Inc	**Stipulation Of Dismissal as to Rust International Inc**	**Filing**		**09/13/2022-15:50**		
Rust Engineering & Construction Inc	**Stipulation Of Dismissal as to Rust Engineering & Constructi**	**Filing**		**09/13/2022-15:50**		
General Electric Company	**NEF(08-19-2022 02:25:23 PM) Stipulation Of Dismissal**	**Filing**		**08/22/2022-08:41**		
General Electric Company	**Stipulation Of Dismissal as to General Electric Company**	**Filing**		**08/19/2022-14:25**		
Cna Holdings Llc	**NEF(08-04-2022 03:30:27 PM) Stipulation Of Dismissal**	**Filing**		**08/04/2022-15:38**		
Cna Holdings Llc	**Stipulation Of Dismissal / CNA Holdings LLC**	**Filing**		**08/04/2022-15:30**		
Crane Co	**NEF(08-01-2022 04:15:03 PM) Stipulation Of Dismissal**	**Filing**		**08/02/2022-08:52**		
Crane Co	**Stipulation Of Dismissal as to Crane Co**	**Filing**		**08/01/2022-16:15**		
Becon Construction Company Inc	**NEF(06-23-2022 04:52:18 PM) Stipulation Of Dismissal**	**Filing**		**06/24/2022-08:51**		
Becon Construction Company Inc	**Stipulation Of Dismissal as to Becon Construction Company In**	**Filing**		**06/23/2022-16:52**		
Bwip Inc	**NEF(06-21-2022 03:17:36 PM) Stipulation Of Dismissal**	**Filing**		**06/21/2022-16:12**		
Bwip Inc	**Stipulation Of Dismissal as to Bwip Inc**	**Filing**		**06/21/2022-15:17**		
Zurn Industries Llc	**NEF(06-06-2022 03:50:07 PM) Stipulation Of Dismissal**	**Filing**		**06/06/2022-16:53**		

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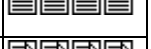
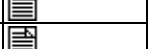
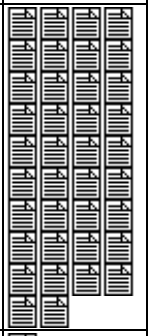
Ecodyne Corporation	**NEF(06-06-2022 03:47:40 PM) Stipulation Of Dismissal**	**Filing**		**06/06/2022-16:52**		
Carboline Company	**NEF(06-06-2022 03:46:11 PM) Stipulation Of Dismissal**	**Filing**		**06/06/2022-16:52**		
Park, Isabella	**NEF(06-06-2022 04:49:09 PM) Letter/Letter**	**Filing**		**06/06/2022-16:49**		
Park, Isabella	**Supreme Court Letter admitting Pro Hac Vice / Slaughter**	**Filing**		**06/06/2022-16:49**		
Park, Isabella	**NEF(06-06-2022 04:48:28 PM) Letter/Letter**	**Filing**		**06/06/2022-16:48**		
Park, Isabella	**Supreme Court Letter admitting Pro Hac Vice / Bond**	**Filing**		**06/06/2022-16:48**		
Zurn Industries Llc	**Stipulation Of Dismissal / Defendant Zurn Industries, LLC**	**Filing**		**06/06/2022-15:50**		
Ecodyne Corporation	**Stipulation Of Dismissal / Defendant Ecodyne Corporation**	**Filing**		**06/06/2022-15:47**		
Carboline Company	**Stipulation Of Dismissal / Defendant Carboline Company**	**Filing**		**06/06/2022-15:46**		
Spirax Sarco Inc	**NEF(06-03-2022 09:37:15 AM) Stipulation Of Dismissal**	**Filing**		**06/06/2022-09:15**		
Spirax Sarco Inc	**Stipulation Of Dismissal as to Spirax Sarco Inc**	**Filing**		**06/03/2022-09:37**		
Dana Companies Llc	**NEF(06-02-2022 12:13:37 PM) Stipulation Of Dismissal**	**Filing**		**06/03/2022-08:57**		
Dana Companies Llc	**Stipulation Of Dismissal as to DCo Llc**	**Filing**		**06/02/2022-12:13**		
Starr Davis Company Of Sc Inc	**NEF(06-01-2022 04:37:22 PM) Stipulation Of Dismissal**	**Filing**		**06/02/2022-12:11**		
Park, Keith W	**NEF(06-01-2022 10:11:50 PM) Notice/Other**	**Filing**		**06/02/2022-09:13**		
Park, Keith W	**NEF(06-01-2022 08:11:17 PM) Memo/Memo in Opposition**	**Filing**		**06/02/2022-09:03**		
Park, Keith W	**NEF(06-01-2022 04:21:31 PM) Motion/In Limine**	**Filing**		**06/02/2022-08:40**		
Park, Keith W	**NEF(06-01-2022 03:59:54 PM) Motion/In Limine**	**Filing**		**06/02/2022-08:35**		
Park, Keith W	**Notice Of Filing Of Master Exhibits**	**Filing**		**06/01/2022-22:11**		

ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

Park, Keith W	**Plaintiff's Response In Opposition To Defendant Spirax Sarco**	**Filing**		**06/01/2022-20:11**		
Park, Keith W	**Plaintiff's Response In Opposition To Defendant The William**	**Filing**		**06/01/2022-20:11**		
Starr Davis Company Of Sc Inc	**Stipulation Of Dismissal / Starr Davis Company Inc**	**Filing**		**06/01/2022-16:37**		
Park, Keith W	**Motion/In Limine No. 8**	**Motion**		**06/01/2022-16:21**		
Park, Keith W	**Motion/In Limine No. 9**	**Motion**		**06/01/2022-16:21**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Park, Keith W	**Motion/In Limine**	**Motion**		**06/01/2022-15:59**		
Cna Holdings Llc	**NEF(06-01-2022 10:30:01 AM) Motion/Admission Pro Hac Vic...**	**Filing**		**06/01/2022-12:04**		
Cna Holdings Llc	**NEF(06-01-2022 10:18:37 AM) Motion/Admission Pro Hac Vic...**	**Filing**		**06/01/2022-11:37**		
Cna Holdings Llc	**Motion/Admission Pro Hac Vice**	**Motion**		**06/01/2022-10:30**		
Cna Holdings Llc	**Motion/Admission Pro Hac Vice**	**Motion**		**06/01/2022-10:18**		
Fisher Controls International Llc	**NEF(05-31-2022 04:03:29 PM) Stipulation Of Dismissal**	**Filing**		**06/01/2022-09:05**		
Fisher Controls International Llc	**Stipulation Of Dismissal/Fisher Controls International LLC**	**Filing**		**05/31/2022-16:03**		
Daniel International Corporation	**NEF(05-31-2022 03:49:43 PM) Notice/Joinder Of Co-Defenda...**	**Filing**		**05/31/2022-15:52**		
Daniel International Corporation	**Notice/Joinder Of Co-Defendants Motions**	**Filing**		**05/31/2022-15:49**		
Daniel International Corporation	**NEF(05-31-2022 03:39:06 PM) Motion/In Limine**	**Filing**		**05/31/2022-15:42**		

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Daniel International Corporation	**Omnibus Motions/In Limine No 1-5**	**Motion**		**05/31/2022-15:39**		
Daniel International Corporation	**NEF(05-31-2022 03:07:37 PM) Motion/In Limine**	**Filing**		**05/31/2022-15:18**		
Daniel International Corporation	**Motion/In Limine As To Medical And Scientific Articles**	**Motion**		**05/31/2022-15:07**		
Park, Keith W	**NEF(05-27-2022 12:33:36 AM) Notice/Notice of Appearance**	**Filing**		**05/27/2022-00:34**		
Park, Keith W	**Notice/Notice of Appearance**	**Filing**		**05/27/2022-00:33**		
Vistra Corp	**NEF(05-26-2022 08:19:54 AM) Stipulation Of Dismissal**	**Filing**		**05/26/2022-09:04**		
Vistra Corp	**Stipulation Of Dismissal as to Vistra Corp and Vistra Interm**	**Filing**		**05/26/2022-08:19**		
Henry Pratt Company Llc	**NEF(05-25-2022 04:35:00 PM) Stipulation Of Dismissal**	**Filing**		**05/25/2022-16:43**		
Henry Pratt Company Llc	**Stipulation Of Dismissal as to Henry Pratt Company Llc**	**Filing**		**05/25/2022-16:35**		
3M Company	**NEF(05-25-2022 12:39:13 PM) Stipulation Of Dismissal**	**Filing**		**05/25/2022-14:43**		
3M Company	**Stipulation Of Dismissal as to 3M Company**	**Filing**		**05/25/2022-12:39**		
Clark Reliance Corporation	**NEF(05-20-2022 02:29:24 PM) Stipulation Of Dismissal**	**Filing**		**05/20/2022-15:14**		
Clark Reliance Corporation	**Stipulation Of Dismissal as to Clark Reliance Corporation**	**Filing**		**05/20/2022-14:29**		
Jerguson Gage & Valve Division	**NEF(05-19-2022 11:46:00 AM) Stipulation Of Dismissal**	**Filing**		**05/19/2022-12:23**		
Jerguson Gage & Valve Division	**Stipulation Of Dismissal as to Clark Reliance Corporation an**	**Filing**		**05/19/2022-11:46**		
Riley Power Inc	**NEF(05-17-2022 12:39:53 PM) Stipulation Of Dismissal**	**Filing**		**05/17/2022-13:41**		
Crane Instrumentation & Sampling Inc	**NEF(05-17-2022 12:43:17 PM) Stipulation Of Dismissal**	**Filing**		**05/17/2022-13:40**		
Crane Instrumentation & Sampling Inc	**Stipulation Of Dismissal / Defendant Crane Instrumentation &**	**Filing**		**05/17/2022-12:43**		
Riley Power Inc	**Stipulation Of Dismissal / Defendant Riley Power Inc**	**Filing**		**05/17/2022-12:39**		
Fmc Corporation	**NEF(05-12-2022 03:25:20 PM) Filing/Other**	**Filing**		**05/13/2022-08:43**		

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Fluor Enterprises Inc	**NEF(05-12-2022 03:43:08 PM) Memo/Memo in Support**	**Filing**		**05/12/2022-15:48**		
Daniel International Corporation	**NEF(05-12-2022 03:36:33 PM) Memo/Memo in Support**	**Filing**		**05/12/2022-15:46**		
Fluor Enterprises Inc	**Memo/Memo in Support of Motion for Summary Judgment**	**Filing**		**05/12/2022-15:43**		
Daniel International Corporation	**Memo/Memo in Support Of Motion For Summary Judgment Of Defen**	**Filing**		**05/12/2022-15:36**		
Fmc Corporation	**WITHDRAWAL OF MOTION FOR SUMMARY JUDGMENT OF DEFENDANTS FMC**	**Filing**		**05/12/2022-15:25**		
Vistra Intermediate Company Llc	**NEF(05-10-2022 12:30:24 PM) Motion/Summary Judgment**	**Filing**		**05/10/2022-12:39**		
Vistra Corp	**NEF(05-10-2022 12:21:03 PM) Motion/Summary Judgment**	**Filing**		**05/10/2022-12:37**		
Vistra Intermediate Company Llc	**Amended Motion/Summary Judgment**	**Motion**		**05/10/2022-12:30**		
Vistra Intermediate Company Llc	**Memo/Memo in Support of Amended Motion for Summary Judg**	**Filing**		**05/10/2022-12:30**		
Vistra Corp	**Memo/Memo in Support of AmendedMotion for Summary Judgment**	**Filing**		**05/10/2022-12:21**		
Vistra Corp	**Amended Motion/Summary Judgment**	**Motion**		**05/10/2022-12:21**		
Cna Holdings Llc	**NEF(05-02-2022 03:05:48 PM) Motion/Summary Judgment**	**Filing**		**05/02/2022-15:12**		
Spirax Sarco Inc	**NEF(05-02-2022 02:58:01 PM) Motion/Summary Judgment**	**Filing**		**05/02/2022-15:07**		
Cna Holdings Llc	**Motion/Summary Judgment**	**Motion**		**05/02/2022-15:05**		
Cna Holdings Llc	**Memo/Memo in Support of Motion/Summary Judgment**	**Filing**		**05/02/2022-15:05**		
Clark Reliance Corporation	**NEF(05-02-2022 02:55:08 PM) Motion/Summary Judgment**	**Filing**		**05/02/2022-15:03**		
Spirax Sarco Inc	**Memo/Memo in Support of Motion/Summary Judgment**	**Filing**		**05/02/2022-14:58**		
Spirax Sarco Inc	**Motion/Summary Judgment**	**Motion**		**05/02/2022-14:58**		
Clark Reliance Corporation	**Motion/Summary Judgment**	**Motion**		**05/02/2022-14:55**		
Clark Reliance Corporation	**Memo/Memo in Support of**	**Filing**		**05/02/2022-14:55**		

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	Motion/Summary Judgment					
Foster Wheeler Energy Corporation	NEF(05-02-2022 02:45:26 PM) Motion/Summary Judgment	Filing		05/02/2022-14:50		
Great Barrier Insulation Co	NEF(05-02-2022 02:41:36 PM) Motion/Summary Judgment	Filing		05/02/2022-14:47		
Foster Wheeler Energy Corporation	Memo/Memo in Support of Motion for Summary Judgment	Filing		05/02/2022-14:45		
Foster Wheeler Energy Corporation	Motion/Summary Judgment	Motion		05/02/2022-14:45		
Great Barrier Insulation Co	Motion/Summary Judgment	Motion		05/02/2022-14:41		
Great Barrier Insulation Co	Memo/Memo in Support of Motion/Summary Judgment	Filing		05/02/2022-14:41		
Zurn Industries Llc	NEF(05-02-2022 02:17:53 PM) Motion/Summary Judgment	Filing		05/02/2022-14:27		
York International Corporation	NEF(05-02-2022 02:14:56 PM) Motion/Summary Judgment	Filing		05/02/2022-14:18		
Zurn Industries Llc	Motion/Summary Judgment	Motion		05/02/2022-14:17		
William Powell Company	NEF(05-02-2022 02:11:32 PM) Motion/Summary Judgment	Filing		05/02/2022-14:15		
York International Corporation	Motion/Summary Judgment	Motion		05/02/2022-14:14		
Grinnell Llc	NEF(05-02-2022 02:08:36 PM) Motion/Summary Judgment	Filing		05/02/2022-14:12		
Goulds Pumps Incorporated	NEF(05-02-2022 02:04:44 PM) Motion/Summary Judgment	Filing		05/02/2022-14:11		
William Powell Company	Motion/Summary Judgment	Motion		05/02/2022-14:11		
Ecodyne Corporation	NEF(05-02-2022 02:00:07 PM) Motion/Summary Judgment	Filing		05/02/2022-14:10		
Carrier Corporation	NEF(05-02-2022 01:56:40 PM) Motion/Summary Judgment	Filing		05/02/2022-14:09		
Grinnell Llc	Motion/Summary Judgment	Motion		05/02/2022-14:08		
Goulds Pumps Incorporated	Motion/Summary Judgment	Motion		05/02/2022-14:04		
Ecodyne Corporation	Motion/Summary Judgment	Motion		05/02/2022-14:00		
Carrier Corporation	Motion/Summary Judgment	Motion		05/02/2022-13:56		
Vistra Intermediate Company Llc	NEF(05-02-2022 12:53:53 PM) Motion/Summary Judgment	Filing		05/02/2022-13:11		
Vistra Corp	NEF(05-02-2022 12:49:25 PM)	Filing		05/02/2022-13:10		

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	Motion/Summary Judgment					
Vistra Intermediate Company Llc	**Motion/Summary Judgment**	**Motion**		**05/02/2022-12:53**		
Vistra Intermediate Company Llc	**Memo/Memo in Support of Motion For Summary Judgment**	**Filing**		**05/02/2022-12:53**		
Vistra Corp	**Memo/Memo in Support of Motion For Summary Judgment**	**Filing**		**05/02/2022-12:49**		
Vistra Corp	**Motion/Summary Judgment**	**Motion**		**05/02/2022-12:49**		
Riley Power Inc	**NEF(05-02-2022 10:42:53 AM) Motion/Summary Judgment**	**Filing**		**05/02/2022-10:47**		
Riley Power Inc	**Memo/Memo in Support of Motion For Summary Judgment**	**Filing**		**05/02/2022-10:42**		
Riley Power Inc	**Motion/Summary Judgment**	**Motion**		**05/02/2022-10:42**		
Dana Companies Llc	**NEF(05-02-2022 10:33:12 AM) Motion/Summary Judgment**	**Filing**		**05/02/2022-10:36**		
Dana Companies Llc	**Motion/Summary Judgment**	**Motion**		**05/02/2022-10:33**		
Dana Companies Llc	**Memo/Memo in Support of Motion For Summary Judgment**	**Filing**		**05/02/2022-10:33**		
Fisher Controls International Llc	**NEF(04-29-2022 05:24:35 PM) Notice/Other**	**Filing**		**05/02/2022-09:22**		
Fisher Controls International Llc	**NOTICE OF WITHDRAWAL AS ATTORNEY OF RECORD FOR DEFENDANT FIS**	**Filing**		**04/29/2022-17:24**		
Carboline Company	**NEF(04-28-2022 04:40:57 PM) Stipulation Of Dismissal**	**Filing**		**04/28/2022-16:56**		
Carboline Company	**Stipulation Of Dismissal Defendant Carboline Company**	**Filing**		**04/28/2022-16:40**		
4520 Corp Inc	**NEF(04-27-2022 04:26:10 PM) Motion/Summary Judgment**	**Filing**		**04/27/2022-16:35**		
4520 Corp Inc	**Memo/Memo in Support Of Its Motion For Summary Judgment**	**Filing**		**04/27/2022-16:26**		
4520 Corp Inc	**Motion/Summary Judgment**	**Motion**		**04/27/2022-16:26**		
Armstrong International Inc	**NEF(04-26-2022 06:31:29 PM) Motion/Summary Judgment**	**Filing**		**04/27/2022-08:50**		
Gardner Denver Inc	**NEF(04-26-2022 06:29:50 PM) Motion/Summary Judgment**	**Filing**		**04/27/2022-08:48**		
Schneider Electric Systems Usa Inc	**NEF(04-26-2022 06:27:49 PM) Motion/Summary Judgment**	**Filing**		**04/27/2022-08:47**		
Flowserve Corporation	**NEF(04-26-2022 04:47:54 PM)**	**Filing**		**04/27/2022-08:19**		

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	Motion/Summary Judgment					
Armstrong International Inc	**Memo/Memo in Support Of Its Motion For Summary Judgment**	**Filing**		**04/26/2022-18:31**		
Armstrong International Inc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-18:31**		
Gardner Denver Inc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-18:29**		
Gardner Denver Inc	**Memo/Memo in Support of Motion for Summary Judgment**	**Filing**		**04/26/2022-18:29**		
Schneider Electric Systems Usa Inc	**Memo/Memo in Support of Motion for Summary Judgment**	**Filing**		**04/26/2022-18:27**		
Schneider Electric Systems Usa Inc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-18:27**		
Flowserve Corporation	**Motion/Summary Judgment**	**Motion**		**04/26/2022-16:47**		
Flowserve Corporation	**Memo/Memo in Support of Motion for Summary Judgment**	**Filing**		**04/26/2022-16:47**		
Covil Corporation	**NEF(04-26-2022 02:54:44 PM) Motion/Summary Judgment**	**Filing**		**04/26/2022-15:22**		
Covil Corporation	**Motion/Summary Judgment**	**Motion**		**04/26/2022-14:54**		
Goodyear Tire & Rubber Company	**NEF(04-26-2022 01:42:22 PM) Motion/Summary Judgment**	**Filing**		**04/26/2022-14:07**		
Rust Engineering & Construction Inc	**NEF(04-26-2022 01:38:21 PM) Motion/Summary Judgment**	**Filing**		**04/26/2022-14:05**		
Goodyear Tire & Rubber Company	**Motion/Summary Judgment**	**Motion**		**04/26/2022-13:42**		
Rust Engineering & Construction Inc	**Memo/Memo in Support**	**Filing**		**04/26/2022-13:38**		
Rust Engineering & Construction Inc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-13:38**		
Rust Engineering & Construction Inc	**Notice/Notice of Appearance**	**Filing**		**04/26/2022-13:38**		
Crane Instrumentation & Sampling Inc	**NEF(04-26-2022 12:44:14 PM) Motion/Summary Judgment**	**Filing**		**04/26/2022-12:49**		
Henry Pratt Company Llc	**NEF(04-26-2022 12:39:16 PM) Motion/Summary Judgment**	**Filing**		**04/26/2022-12:47**		
Southern Insulation Inc	**NEF(04-26-2022 12:26:27 PM) Motion/Summary Judgment**	**Filing**		**04/26/2022-12:46**		
Crane Instrumentation & Sampling Inc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-12:44**		
Henry Pratt Company Llc	**Memo/Memo in Support of Motion for Summary Judgment**	**Filing**		**04/26/2022-12:39**		
Henry Pratt Company Llc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-12:39**		
Fmc Corporation	**NEF(04-26-2022 11:16:22 AM) Motion/Summary Judgment**	**Filing**		**04/26/2022-12:26**		

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Southern Insulation Inc	**Memo/Memo in Support of Motion for Summary Judgment**	**Filing**		**04/26/2022-12:26**		
Southern Insulation Inc	**Motion/Summary Judgment**	**Motion**		**04/26/2022-12:26**		
Fmc Corporation	**Motion/Summary Judgment**	**Motion**		**04/26/2022-11:16**		
Fluor Enterprises Inc	**NEF(04-26-2022 10:45:48 AM) Motion/Summary Judgment**	**Filing**		**04/26/2022-11:15**		
Daniel International Corporation	**NEF(04-26-2022 10:42:59 AM) Motion/Summary Judgment**	**Filing**		**04/26/2022-11:11**		
Fluor Daniel Services Corporation	**Motion/Summary Judgment**	**Motion**		**04/26/2022-10:45**		
Daniel International Corporation	**Motion/Summary Judgment**	**Motion**		**04/26/2022-10:42**		
Daniel International Corporation	**Notice/Notice of Appearance**	**Filing**		**04/26/2022-10:42**		
Spx Cooling Technologies Inc	**NEF(04-25-2022 03:55:09 PM) Stipulation Of Dismissal**	**Filing**		**04/25/2022-16:18**		
Spx Cooling Technologies Inc	**Stipulation Of Dismissal as to Spx Cooling Technologies Inc**	**Filing**		**04/25/2022-15:55**		
Hok Group Inc	**NEF(04-12-2022 03:49:31 PM) Stipulation Of Dismissal**	**Filing**		**04/12/2022-16:50**		
Hok Group Inc	**STIPULATION OF DISMISSAL WITHOUT PREJUDICE OF DEFENDANT HOK**	**Filing**		**04/12/2022-15:49**		
Fisher Controls International Llc	**NEF(02-18-2022 10:41:40 AM) Notice/Notice of Appearance**	**Filing**		**02/18/2022-10:42**		
Fisher Controls International Llc	**Notice/Notice of Appearance**	**Filing**		**02/18/2022-10:41**		
Honeywell International Inc	**NEF(01-26-2022 02:56:16 PM) Motion/Dismiss**	**Filing**		**01/26/2022-16:37**		
Honeywell International Inc	**Motion/Dismiss For Lack Of Personal Jurisdiction**	**Motion**		**01/26/2022-14:56**		
Honeywell International Inc	**Notice/Notice of Appearance**	**Filing**		**01/26/2022-14:56**		
Vistra Corp	**NEF(01-11-2022 12:56:47 PM) Answer/Answer To Amended Com...**	**Filing**		**01/11/2022-12:59**		
Vistra Corp	**NEF(01-11-2022 12:55:09 PM) Motion/Dismiss**	**Filing**		**01/11/2022-12:58**		
Vistra Intermediate Company Llc	**NEF(01-11-2022 12:53:37 PM) Answer/Answer To Amended Com...**	**Filing**		**01/11/2022-12:57**		
Vistra Intermediate Company Llc	**NEF(01-11-2022 12:51:39 PM) Motion/Dismiss**	**Filing**		**01/11/2022-12:57**		
Vistra Corp	**Answer/Answer To 2nd Amended Complaint of**	**Filing**		**01/11/2022-12:56**		

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	Vistra Corp					
Vistra Corp	Motion/Dismiss With Prejudice	Motion		01/11/2022-12:55		
Vistra Intermediate Company Llc	Answer/Answer To 2nd Amended Complaint of Vistra Intermediat	Filing		01/11/2022-12:53		
Vistra Intermediate Company Llc	2nd Amended Motion/Dismiss	Motion		01/11/2022-12:51		
Henry Pratt Company Llc	NEF(01-07-2022 05:10:22 PM) Answer/Answer To Amended Com...	Filing		01/10/2022-08:39		
Fisher Controls International Llc	Answer/Answer To Amended Complaint of Fisher Controls Intern	Filing		01/07/2022-17:10		
Henry Pratt Company Llc	Answer/Answer To Amended Complaint of Henry Pratt Company Ll	Filing		01/07/2022-17:10		
Ecodyne Corporation	NEF(01-07-2022 04:21:49 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:34		
Zurn Industries Llc	NEF(01-07-2022 04:28:24 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:33		
York International Corporation	NEF(01-07-2022 04:27:02 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:32		
William Powell Company	NEF(01-07-2022 04:25:49 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:29		
Zurn Industries Llc	Answer/Answer To Amended Complaint of Zurn Industries Llc	Filing		01/07/2022-16:28		
Goulds Pumps Incorporated	NEF(01-07-2022 04:23:08 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:27		
Grinnell Llc	NEF(01-07-2022 04:24:20 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:27		
York International Corporation	Answer/Answer To Amended Complaint of York International Cor	Filing		01/07/2022-16:27		
William Powell Company	Answer/Answer To Amended Complaint of William Powell Company	Filing		01/07/2022-16:25		
Grinnell Llc	Answer/Answer To Amended Complaint of Grinnell Llc	Filing		01/07/2022-16:24		
Goulds Pumps Incorporated	Answer/Answer To Amended Complaint of Goulds Pumps Incorpora	Filing		01/07/2022-16:23		
Carrier Corporation	NEF(01-07-2022 04:19:09 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:22		
Ecodyne Corporation	Answer/Answer To Amended Complaint of Ecodyne Corporation	Filing		01/07/2022-16:21		
Carboline Company	NEF(01-07-2022 04:17:25 PM)	Filing		01/07/2022-16:21		

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	Answer/Answer To Amended Com...					
Carrier Corporation	Answer/Answer To 2nd Amended Complaint Carrier Corporation	Filing		01/07/2022-16:19		
Carboline Company	Answer/Answer To 2nd Amended Complaint of Carboline Company	Filing		01/07/2022-16:17		
Bwip Inc	NEF(01-07-2022 03:42:01 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-16:02		
Bwip Inc	Answer/Answer To Amended Complaint of Bwip Inc	Filing		01/07/2022-15:42		
Great Barrier Insulation Co	NEF(01-07-2022 02:42:52 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-14:46		
Great Barrier Insulation Co	Answer/Answer To 2nd Amended Complaint of Great Barrier Insu	Filing		01/07/2022-14:42		
Schneider Electric Systems Usa Inc	NEF(01-07-2022 02:20:01 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-14:30		
Hok Group Inc	Answer/Answer To Amended Complaint of Hok Group Inc	Filing		01/07/2022-14:20		
Armstrong International Inc	Answer/Answer To Amended Complaint of Armstrong Internationa	Filing		01/07/2022-14:20		
Schneider Electric Systems Usa Inc	Answer/Answer To Amended Complaint of Schneider Electric Sys	Filing		01/07/2022-14:20		
Gardner Denver Inc	Answer/Answer To Amended Complaint of Gardner Denver Inc	Filing		01/07/2022-14:20		
Covil Corporation	NEF(01-07-2022 02:09:37 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-14:15		
Covil Corporation	Answer/Answer To Amended Complaint of Covil Corporation	Filing		01/07/2022-14:09		
Robertshaw Controls Co	NEF(01-07-2022 12:36:02 PM) Answer/Answer To Amended Com...	Filing		01/07/2022-12:42		
Robertshaw Controls Co	Answer/Answer To 2nd Amended Complaint of Robertshaw Control	Filing		01/07/2022-12:36		
3M Company	NEF(01-07-2022 11:46:15 AM) Answer/Answer To Amended Com...	Filing		01/07/2022-12:19		
3M Company	Answer/Answer To 2nd Amended Complaint of 3M Company	Filing		01/07/2022-11:46		
Sterling Fluid Systems Usa Llc	NEF(01-07-2022 11:21:34 AM) Answer/Answer To Amended Com...	Filing		01/07/2022-11:40		
Fluor Daniel Services Corporation	Answer/Answer To Amended Complaint of Fluor Daniel Services	Filing		01/07/2022-11:21		
Fluor Constructors International Inc	Answer/Answer To Amended Complaint of Fluor Constructors Int	Filing		01/07/2022-11:21		

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Fmc Corporation	**Answer/Answer To Amended Complaint of Fmc Corporation**	**Filing**		**01/07/2022-11:21**		
Fluor Enterprises Inc	**Answer/Answer To Amended Complaint of Fluor Enterprises Inc**	**Filing**		**01/07/2022-11:21**		
Sterling Fluid Systems Usa Llc	**Answer/Answer To Amended Complaint of Sterling Fluid Systems**	**Filing**		**01/07/2022-11:21**		
Union Carbide Corporation	**Answer/Answer To Amended Complaint of Union Carbide Corporat**	**Filing**		**01/07/2022-11:21**		
Daniel International Corporation	**Answer/Answer To Amended Complaint of Daniel International C**	**Filing**		**01/07/2022-11:21**		
Cna Holdings Llc	**NEF(01-06-2022 04:30:39 PM) Answer/Answer To Amended Com...**	**Filing**		**01/06/2022-16:44**		
Cna Holdings Llc	**Answer/Answer To Amended Complaint of Cna Holdings Llc**	**Filing**		**01/06/2022-16:30**		
Flowserve Corporation	**NEF(01-06-2022 03:27:53 PM) Answer/Answer To Amended Com...**	**Filing**		**01/06/2022-15:42**		
Rust International Inc	**Answer/Answer To 2nd Amended Complaint of Rust International**	**Filing**		**01/06/2022-15:27**		
Flowserve Corporation	**Answer/Answer To 2nd Amended Complaint of Flowserve Corp**	**Filing**		**01/06/2022-15:27**		
Rust Engineering & Construction Inc	**Answer/Answer To 2nd Amended Complaint of Rust Engineering &**	**Filing**		**01/06/2022-15:27**		
Southern Insulation Inc	**NEF(01-06-2022 02:31:29 PM) Answer/Answer To Amended Com...**	**Filing**		**01/06/2022-14:35**		
Southern Insulation Inc	**Answer/Answer To 2nd Amended Complaint of Southern Insulatio**	**Filing**		**01/06/2022-14:31**		
Dana Companies Llc	**NEF(01-06-2022 01:45:12 PM) Answer/Answer To Amended Com...**	**Filing**		**01/06/2022-13:51**		
Dana Companies Llc	**Answer/Answer To Amended Complaint of Dana Companies Llc**	**Filing**		**01/06/2022-13:45**		
Riley Power Inc	**NEF(01-06-2022 01:30:56 PM) Answer/Answer To Amended Com...**	**Filing**		**01/06/2022-13:41**		
Riley Power Inc	**Answer/Answer To Second Amended Complaint of Riley Power Inc**	**Filing**		**01/06/2022-13:30**		
Spx Cooling Technologies Inc	**NEF(01-04-2022 02:22:48 PM) Answer/Answer To Amended Com...**	**Filing**		**01/04/2022-14:25**		
Spx Cooling Technologies Inc	**Answer/Answer To Amended Complaint of Spx Cooling Technologi**	**Filing**		**01/04/2022-14:22**		
Crane Co	**NEF(01-04-2022 11:22:34 AM) Answer/Answer To Amended Com...**	**Filing**		**01/04/2022-11:27**		
Crane Co	**Answer/Answer To 2nd Amended Complaint of**	**Filing**		**01/04/2022-11:22**		

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	Crane Co					
Clark Reliance Corporation	**NEF(01-03-2022 12:32:22 PM) Answer/Answer To Amended Com...**	**Filing**		**01/04/2022-09:22**		
4520 Corp Inc	**NEF(01-03-2022 11:06:00 AM) Answer/Answer To Amended Com...**	**Filing**		**01/04/2022-09:14**		
Crane Instrumentation & Sampling Inc	**NEF(01-03-2022 09:43:04 AM) Answer/Answer To Amended Com...**	**Filing**		**01/04/2022-09:07**		
Clark Reliance Corporation	**Answer/Answer To Amended Complaint of Clark Reliance Corpora**	**Filing**		**01/03/2022-12:32**		
4520 Corp Inc	**Answer/Answer To Amended Complaint of 4520 Corp Inc**	**Filing**		**01/03/2022-11:06**		
Crane Instrumentation & Sampling Inc	**Answer/Answer To Amended Complaint of Crane Instrumentation**	**Filing**		**01/03/2022-09:43**		
Park, Isabella	**ADR/Alternative Dispute Resolution (Workflow)**	**Action**		**12/31/2021-09:59**		
Goodyear Tire & Rubber Company	**NEF(12-30-2021 02:24:41 PM) Answer/Answer To Amended Com...**	**Filing**		**12/30/2021-14:30**		
Goodyear Tire & Rubber Company	**Answer/Answer To Amended Complaint of Goodyear Tire & Rubber**	**Filing**		**12/30/2021-14:24**		
Flowserve Corporation	**NEF(12-30-2021 02:06:52 PM) Answer/Answer To Amended Com...**	**Filing**		**12/30/2021-14:16**		
Flowserve Corporation	**Answer/Answer To Amended Complaint Of Flowserve Corporation**	**Filing**		**12/30/2021-14:06**		
Clark Reliance Corporation	**NEF(12-29-2021 01:27:33 PM) Answer/Answer To Amended Com...**	**Filing**		**12/29/2021-13:46**		
General Electric Company	**Answer/Answer To Amended Complaint of General Electric Compa**	**Filing**		**12/29/2021-13:27**		
Clark Reliance Corporation	**Answer/Answer To Amended Complaint of Clark Reliance Corpora**	**Filing**		**12/29/2021-13:27**		
Spirax Sarco Inc	**Answer/Answer To Amended Complaint of Spirax Sarco Inc**	**Filing**		**12/29/2021-13:27**		
Foster Wheeler Energy Corporation	**Answer/Answer To Amended Complaint of Foster Wheeler Energy**	**Filing**		**12/29/2021-13:27**		
Becon Construction Company Inc	**NEF(12-28-2021 11:22:46 AM) Answer/Answer To Amended Com...**	**Filing**		**12/29/2021-09:19**		
Becon Construction Company Inc	**Answer/Answer To Second Amended Complaint of Becon Construct**	**Filing**		**12/28/2021-11:22**		
Park, Isabella	**NEF(12-23-2021 12:58:40 PM) Amended/Amended Summons And ...**	**Filing**		**12/23/2021-13:18**		
Park, Isabella	**Amended/2nd Amended Summons**	**Filing**		**12/23/2021-12:58**		

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	And Complaint					
Park, Isabella	**Add Party to Case**	**Filing**		**12/23/2021-12:58**		
Hok Group Inc	**NEF(12-22-2021 07:02:15 PM) Notice/Notice of Appearance**	**Filing**		**12/23/2021-10:19**		
Park, Isabella	**NEF(12-23-2021 09:03:34 AM) Order/Leave to Amend**	**Filing**		**12/23/2021-09:03**		
Park, Isabella	**Order/Leave to Amend**	**Order**		**12/23/2021-09:03**		
Hok Group Inc	**Notice/Notice of Appearance**	**Filing**		**12/22/2021-19:02**		
Hok Group Inc	**Answer/Answer To Amended Complaint of Hok Group Inc**	**Filing**		**12/22/2021-19:02**		
Park, Isabella	**NEF(12-22-2021 02:27:40 PM) Order/Approval Of Settlement**	**Filing**		**12/22/2021-14:28**		
Park, Isabella	**Order/Approval Of Settlement**	**Order**		**12/22/2021-14:27**		
Rust Engineering & Construction Inc	**NEF(12-22-2021 10:16:35 AM) Answer/Answer To Amended Com...**	**Filing**		**12/22/2021-10:31**		
Rust Engineering & Construction Inc	**Answer/Answer To Amended Complaint of Rust Engineering & Con**	**Filing**		**12/22/2021-10:16**		
Rust International Inc	**Answer/Answer To First Amended Complaint of Rust Internation**	**Filing**		**12/22/2021-10:16**		
Daniel International Corporation	**NEF(12-22-2021 08:32:06 AM) Notice/Notice of Appearance**	**Filing**		**12/22/2021-08:51**		
Daniel International Corporation	**Answer/Answer To Amended Complaint of Daniel International C**	**Filing**		**12/22/2021-08:32**		
Daniel International Corporation	**Notice/Notice of Appearance**	**Filing**		**12/22/2021-08:32**		
Park, Isabella	**NEF(12-17-2021 03:44:00 PM) Motion/Leave to Amend**	**Filing**		**12/17/2021-15:55**		
Park, Isabella	**Add Party to Case**	**Filing**		**12/17/2021-15:44**		
Park, Keith W	**Motion/Leave to Amend**	**Motion**		**12/17/2021-15:44**		
Park, Isabella	**NEF(12-13-2021 11:40:26 AM) Petition/No Filing Fee**	**Filing**		**12/13/2021-12:03**		
Park, Isabella	**PETITION FOR APPROVAL OF WRONGFUL DEATH AND SUVIVOR SETTLEME**	**Filing**		**12/13/2021-11:40**		
Gardner Denver Inc	**NEF(12-02-2021 10:47:01 PM) Answer/Answer To Amended Com...**	**Filing**		**12/03/2021-08:13**		
Gardner Denver Inc	**Answer/Answer To Amended Complaint of Gardner Denver Inc**	**Filing**		**12/02/2021-22:47**		
Armstrong International Inc	**Answer/Answer To Amended Complaint of**	**Filing**		**12/02/2021-22:47**		

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	Armstrong Internationa					
Schneider Electric Systems Usa Inc	Answer/Answer To Amended Complaint of Schneider Electric Sys	Filing		12/02/2021-22:47		
Great Barrier Insulation Co	NEF(12-02-2021 04:52:20 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-16:55		
Great Barrier Insulation Co	Answer/Answer To Amended Complaint of Great Barrier Insulati	Filing		12/02/2021-16:52		
Robertshaw Controls Co	NEF(12-02-2021 03:57:56 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-16:01		
3M Company	NEF(12-02-2021 03:47:11 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-15:58		
Robertshaw Controls Co	Answer/Answer To Amended Complaint of Robertshaw Controls Co	Filing		12/02/2021-15:57		
3M Company	Answer/Answer To Amended Complaint of 3M Company	Filing		12/02/2021-15:47		
Clark Reliance Corporation	NEF(12-02-2021 02:27:51 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-14:32		
Clark Reliance Corporation	Answer/Answer To Amended Complaint of Clark Reliance Corpora	Filing		12/02/2021-14:27		
Covil Corporation	NEF(12-02-2021 01:39:59 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:56		
Zurn Industries Llc	NEF(12-02-2021 01:36:47 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:56		
York International Corporation	NEF(12-02-2021 01:33:30 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:55		
William Powell Company	NEF(12-02-2021 01:30:44 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:54		
Grinnell Llc	NEF(12-02-2021 01:28:32 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:53		
Covil Corporation	Answer/Answer To Amended Complaint of Covil Corporation	Filing		12/02/2021-13:39		
Zurn Industries Llc	Answer/Answer To Amended Complaint of Zurn Industries Llc	Filing		12/02/2021-13:36		
York International Corporation	Answer/Answer To Amended Complaint of York International Cor	Filing		12/02/2021-13:33		
Goulds Pumps Incorporated	NEF(12-02-2021 01:26:26 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:32		
Ecodyne Corporation	NEF(12-02-2021 01:22:51 PM)	Filing		12/02/2021-13:31		

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	Answer/Answer To Amended Com...					
William Powell Company	Answer/Answer To Amended Complaint of William Powell Company	Filing		12/02/2021-13:30		
Grinnell Llc	Answer/Answer To Amended Complaint of Grinnell Llc	Filing		12/02/2021-13:28		
Vistra Corp	NEF(12-02-2021 01:12:41 PM) Answer/Answer	Filing		12/02/2021-13:27		
Goulds Pumps Incorporated	Answer/Answer To Amended Complaint of Goulds Pumps Incorpora	Filing		12/02/2021-13:26		
Carrier Corporation	NEF(12-02-2021 01:12:16 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:24		
Vistra Corp	NEF(12-02-2021 01:10:32 PM) Motion/Dismiss	Filing		12/02/2021-13:23		
Ecodyne Corporation	Answer/Answer To Amended Complaint of Ecodyne Corporation	Filing		12/02/2021-13:22		
Carboline Company	NEF(12-02-2021 01:09:53 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-13:19		
Vistra Intermediate Company Llc	NEF(12-02-2021 01:02:02 PM) Answer/Answer	Filing		12/02/2021-13:14		
Vistra Intermediate Company Llc	NEF(12-02-2021 12:59:52 PM) Motion/Dismiss	Filing		12/02/2021-13:12		
Vistra Corp	Answer/Answer To First Amended Complaint Of Vistra Corp	Filing		12/02/2021-13:12		
Carrier Corporation	Answer/Answer To Amended Complaint of Carrier Corporation	Filing		12/02/2021-13:12		
Vistra Corp	Motion/Dismiss With Prejudice	Motion		12/02/2021-13:10		
Carboline Company	Answer/Answer To Amended Complaint of Carboline Company	Filing		12/02/2021-13:09		
Vistra Corp	NEF(12-02-2021 01:07:49 PM) Notice/Notice of Appearance	Filing		12/02/2021-13:08		
Vistra Corp	Notice/Notice of Appearance	Filing		12/02/2021-13:07		
Vistra Intermediate Company Llc	Answer/Answer of Vistra Intermediate Company Llc	Filing		12/02/2021-13:02		
Vistra Intermediate Company Llc	Motion/Dismiss And The Alternative Motion For More Definite	Motion		12/02/2021-12:59		
Riley Power Inc	NEF(12-02-2021 12:22:57 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-12:31		
Dana Companies Llc	NEF(12-02-2021 12:17:55 PM) Answer/Answer To Amended Com...	Filing		12/02/2021-12:30		
Riley Power Inc	Answer/Answer To Amended Complaint of	Filing		12/02/2021-12:22		

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	Riley Power Inc					
Dana Companies Llc	**Answer/Answer To Amended Complaint of DCO Llc's**	**Filing**		**12/02/2021-12:17**		
Cna Holdings Llc	**NEF(12-02-2021 12:09:03 PM) Answer/Answer**	**Filing**		**12/02/2021-12:16**		
Cna Holdings Llc	**Answer/Answer To Amended Complaint of Cna Holdings Llc**	**Filing**		**12/02/2021-12:09**		
Henry Pratt Company Llc	**NEF(12-02-2021 10:43:43 AM) Answer/Answer To Amended Com...**	**Filing**		**12/02/2021-10:47**		
Fisher Controls International Llc	**Answer/Answer To Amended Complaint of Fisher Controls Intern**	**Filing**		**12/02/2021-10:43**		
Henry Pratt Company Llc	**Answer/Answer To Amended Complaint of Henry Pratt Company Ll**	**Filing**		**12/02/2021-10:43**		
Fmc Corporation	**NEF(12-02-2021 09:02:02 AM) Answer/Answer To Amended Com...**	**Filing**		**12/02/2021-09:07**		
Sterling Fluid Systems Usa Llc	**Answer/Answer To Amended Complaint of Sterling Fluid Systems**	**Filing**		**12/02/2021-09:02**		
Union Carbide Corporation	**Answer/Answer To Amended Complaint of Union Carbide Corporat**	**Filing**		**12/02/2021-09:02**		
Fluor Daniel Services Corporation	**Answer/Answer To Amended Complaint of Fluor Daniel Services**	**Filing**		**12/02/2021-09:02**		
Fluor Constructors International Inc	**Answer/Answer To Amended Complaint of Fluor Constructors Int**	**Filing**		**12/02/2021-09:02**		
Fluor Enterprises Inc	**Answer/Answer To Amended Complaint of Fluor Enterprises Inc**	**Filing**		**12/02/2021-09:02**		
Fmc Corporation	**Answer/Answer To Amended Complaint of Fmc Corporation**	**Filing**		**12/02/2021-09:02**		
Park, Isabella	**NEF(12-01-2021 04:22:58 PM) Order/Scheduling Order**	**Filing**		**12/01/2021-16:31**		
Southern Insulation Inc	**NEF(12-01-2021 04:22:16 PM) Answer/Amended Answer**	**Filing**		**12/01/2021-16:28**		
Park, Isabella	**Docketing Order**	**Order**		**12/01/2021-16:22**		
Southern Insulation Inc	**Amended Answer To Plaintiff's First Amended Complaint of Sou**	**Filing**		**12/01/2021-16:22**		
Goodyear Tire & Rubber Company	**NEF(12-01-2021 04:11:07 PM) Answer/Answer To Amended Com...**	**Filing**		**12/01/2021-16:21**		
Goodyear Tire & Rubber Company	**Answer/Answer To First Amended Complaint of Goodyear Tire &**	**Filing**		**12/01/2021-16:11**		
Spx Cooling Technologies Inc	**NEF(12-01-2021 03:28:26 PM) Answer/Answer To Amended Com...**	**Filing**		**12/01/2021-15:47**		

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Flowserve Corporation	**NEF(12-01-2021 03:16:15 PM) Answer/Answer To Amended Com...**	**Filing**		**12/01/2021-15:45**		
Spx Cooling Technologies Inc	**Answer/Answer To First Amended Complaint of Spx Cooling Tech**	**Filing**		**12/01/2021-15:28**		
Flowserve Corporation	**Answer/Answer To Amended Complaint of Flowserve Corporation**	**Filing**		**12/01/2021-15:16**		
Bwip Inc	**NEF(12-01-2021 01:35:49 PM) Answer/Answer To Amended Com...**	**Filing**		**12/01/2021-13:44**		
Bwip Inc	**Answer/Answer To Amended Complaint of Bwip Inc**	**Filing**		**12/01/2021-13:35**		
Southern Insulation Inc	**NEF(12-01-2021 11:26:09 AM) Answer/Answer**	**Filing**		**12/01/2021-11:32**		
Southern Insulation Inc	**Answer/Answer Of Southern Insulation Inc**	**Filing**		**12/01/2021-11:26**		
Great Barrier Insulation Co	**NEF(11-30-2021 12:55:59 PM) Notice/Notice of Appearance**	**Filing**		**11/30/2021-12:56**		
Great Barrier Insulation Co	**Notice/Notice of Appearance**	**Filing**		**11/30/2021-12:55**		
Great Barrier Insulation Co	**NEF(11-30-2021 12:54:24 PM) Notice/Notice of Appearance**	**Filing**		**11/30/2021-12:55**		
Great Barrier Insulation Co	**Notice/Notice of Appearance**	**Filing**		**11/30/2021-12:54**		
Becon Construction Company Inc	**NEF(11-30-2021 10:24:39 AM) Answer/Answer To Amended Com...**	**Filing**		**11/30/2021-10:32**		
Becon Construction Company Inc	**Answer/Answer To First Amended Complaint by Becon Constructi**	**Filing**		**11/30/2021-10:24**		
Crane Co	**NEF(11-29-2021 11:32:50 AM) Answer/Answer To Amended Com...**	**Filing**		**11/29/2021-12:34**		
Crane Co	**Answer/Answer To Amended Complaint of Crane Co**	**Filing**		**11/29/2021-11:32**		
Spirax Sarco Inc	**NEF(11-24-2021 01:32:21 PM) Answer/Answer**	**Filing**		**11/24/2021-13:46**		
Spirax Sarco Inc	**Answer/Answer of Spirax Sarco Inc**	**Filing**		**11/24/2021-13:32**		
Clark Reliance Corporation	**Answer/Answer of Clark Reliance Corporation**	**Filing**		**11/24/2021-13:32**		
General Electric Company	**Answer/Answer of General Electric Company**	**Filing**		**11/24/2021-13:32**		
Foster Wheeler Energy Corporation	**Answer/Answer of Foster Wheeler Energy Corporation**	**Filing**		**11/24/2021-13:32**		
4520 Corp Inc	**NEF(11-22-2021 10:03:14 AM) Answer/Answer To Amended Com...**	**Filing**		**11/22/2021-10:10**		

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4520 Corp Inc	**Answer/Answer To Amended Complaint**	**Filing**		**11/22/2021-10:03**		
Crane Instrumentation & Sampling Inc	**NEF(11-18-2021 08:56:37 AM) Answer/Answer To Amended Com...**	**Filing**		**11/18/2021-09:34**		
Crane Instrumentation & Sampling Inc	**Answer/Answer To Amended Complaint of Crane Instrumentation**	**Filing**		**11/18/2021-08:56**		
Park, Isabella	**NEF(11-17-2021 08:36:54 AM) Amended/Amended Summons And ...**	**Filing**		**11/17/2021-08:59**		
Park, Isabella	**Amended/Amended Summons And Complaint**	**Filing**		**11/17/2021-08:36**		
Park, Isabella	**Add Party to Case**	**Filing**		**11/17/2021-08:36**		
Park, Isabella	**Add Party to Case**	**Filing**		**11/17/2021-08:36**		
Park, Isabella	**NEF(11-12-2021 11:47:14 AM) Order/Amend**	**Filing**		**11/12/2021-13:05**		
Park, Isabella	**Order/Amend**	**Order**		**11/12/2021-11:47**		
Armstrong International Inc	**NEF(11-10-2021 11:26:26 AM) Notice/Notice of Appearance**	**Filing**		**11/10/2021-11:27**		
Armstrong International Inc	**Notice/Notice of Appearance**	**Filing**		**11/10/2021-11:26**		
Park, Isabella	**NEF(11-08-2021 10:57:02 AM) Motion/Alter and/or Amend**	**Filing**		**11/08/2021-11:18**		
Park, Isabella	**Motion/Alter and/or Amend**	**Motion**		**11/08/2021-10:57**		
Clark Reliance Corporation	**NEF(10-01-2021 04:00:19 PM) Notice/Notice of Appearance**	**Filing**		**10/04/2021-09:09**		
Clark Reliance Corporation	**NEF(10-01-2021 04:02:13 PM) Notice/Notice of Appearance**	**Filing**		**10/01/2021-16:02**		
Clark Reliance Corporation	**Notice/Notice of Appearance**	**Filing**		**10/01/2021-16:02**		
Clark Reliance Corporation	**Notice/Notice of Appearance**	**Filing**		**10/01/2021-16:00**		
Clark Reliance Corporation	**Answer/Answer of Clark Reliance Corporation**	**Filing**		**10/01/2021-16:00**		
Clark Reliance Corporation	**NEF(09-09-2021 05:52:56 PM) Motion/Dismiss**	**Filing**		**09/10/2021-08:37**		
Clark Reliance Corporation	**Motion/Dismiss**	**Motion**		**09/09/2021-17:52**		
Clark Reliance Corporation	**NEF(09-09-2021 05:51:36 PM) Notice/Notice of Appearance**	**Filing**		**09/09/2021-17:52**		
Clark Reliance Corporation	**Notice/Notice of Appearance**	**Filing**		**09/09/2021-17:51**		
Park, Isabella	**NEF(08-19-2021 11:53:34 AM) Stipulation Of Dismissal**	**Filing**		**08/19/2021-12:19**		
Park, Isabella	**Stipulation Of Dismissal as to Hills**	**Filing**		**08/19/2021-11:53**		

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	McCanna Llc					
Armstrong International Inc	NEF(08-06-2021 07:18:28 PM) Notice/Notice of Appearance	Filing		08/06/2021-19:18		
Armstrong International Inc	Notice/Notice of Appearance	Filing		08/06/2021-19:18		
Foster Wheeler Energy Corporation	NEF(07-30-2021 05:28:47 PM) Answer/Answer	Filing		08/02/2021-08:28		
General Electric Company	Answer Of General Electric Company	Filing		07/30/2021-17:28		
Foster Wheeler Energy Corporation	Answer Of Foster Wheeler Energy Corporation	Filing		07/30/2021-17:28		
Crane Instrumentation & Sampling Inc	NEF(07-14-2021 09:36:06 AM) Notice/Notice of Appearance	Filing		07/14/2021-09:40		
Crane Instrumentation & Sampling Inc	Notice/Notice of Appearance	Filing		07/14/2021-09:36		
Crane Instrumentation & Sampling Inc	Answer/Answer of Crane Instrumentation & Sampling Inc	Filing		07/14/2021-09:36		
Gardner Denver Inc	NEF(07-12-2021 10:43:11 PM) Notice/Notice of Appearance	Filing		07/13/2021-08:45		
Armstrong International Inc	Notice/Notice of Appearance	Filing		07/12/2021-22:43		
Gardner Denver Inc	Answer Of Gardner Denver Inc	Filing		07/12/2021-22:43		
Armstrong International Inc	Answer Of Armstrong International Inc	Filing		07/12/2021-22:43		
Schneider Electric Systems Usa Inc	Answer of Schneider Electric Systems Usa Inc	Filing		07/12/2021-22:43		
Sterling Fluid Systems Usa Llc	NEF(07-12-2021 09:01:14 AM) Notice/Notice of Appearance	Filing		07/12/2021-10:51		
Spirax Sarco Inc	NEF(07-09-2021 05:52:16 PM) Answer/Answer	Filing		07/12/2021-10:10		
General Electric Company	NEF(07-09-2021 05:50:42 PM) Motion/Dismiss	Filing		07/12/2021-10:09		
Foster Wheeler Energy Corporation	NEF(07-09-2021 05:47:52 PM) Motion/Dismiss	Filing		07/12/2021-10:08		
Fmc Corporation	NEF(07-12-2021 09:03:49 AM) Notice/Notice of Appearance	Filing		07/12/2021-09:04		
Fmc Corporation	Notice/Notice of Appearance	Filing		07/12/2021-09:03		
Fmc Corporation	NEF(07-12-2021 09:02:29 AM) Notice/Notice of Appearance	Filing		07/12/2021-09:03		
Fmc Corporation	Notice/Notice of Appearance	Filing		07/12/2021-09:02		
Fmc Corporation	Notice/Notice of Appearance	Filing		07/12/2021-09:01		
Sterling Fluid Systems Usa Llc	Answer/Answer of Sterling Fluid Systems Usa Llc	Filing		07/12/2021-09:01		

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Union Carbide Corporation	**Answer/Answer of Union Carbide Corporation**	**Filing**		**07/12/2021-09:01**		
Fmc Corporation	**Answer/Answer of Fmc Corporation & Peerless Pump**	**Filing**		**07/12/2021-09:01**		
Fluor Constructors International Inc	**Answer/Answer of Fluor Constructors International Inc**	**Filing**		**07/12/2021-09:01**		
Fluor Enterprises Inc	**Answer/Answer of Fluor Enterprises Inc**	**Filing**		**07/12/2021-09:01**		
Fluor Daniel Services Corporation	**Answer/Answer of Fluor Daniel Services Corporation**	**Filing**		**07/12/2021-09:01**		
United States Fidelity & Guaranty Company	**NEF(07-09-2021 03:59:57 PM) Notice/Notice of Appearance**	**Filing**		**07/12/2021-08:58**		
Spirax Sarco Inc	**Answer/Answer of Spirax Sarco Inc**	**Filing**		**07/09/2021-17:52**		
General Electric Company	**Motion/Dismiss for Lack of Personal Jurisdiction**	**Motion**		**07/09/2021-17:50**		
Foster Wheeler Energy Corporation	**Motion/Dismiss for Lack of Personal Jurisdiction**	**Motion**		**07/09/2021-17:47**		
Foster Wheeler Energy Corporation	**NEF(07-09-2021 05:46:27 PM) Notice/Notice of Appearance**	**Filing**		**07/09/2021-17:47**		
Foster Wheeler Energy Corporation	**Notice/Notice of Appearance**	**Filing**		**07/09/2021-17:46**		
Zurn Industries Llc	**NEF(07-09-2021 03:42:14 PM) Answer/Answer**	**Filing**		**07/09/2021-16:03**		
United States Fidelity & Guaranty Company	**Notice/Notice of Appearance**	**Filing**		**07/09/2021-15:59**		
United States Fidelity & Guaranty Company	**Motion/Dismiss**	**Motion**		**07/09/2021-15:59**		
United States Fidelity & Guaranty Company	**Memo/Memo in Support**	**Filing**		**07/09/2021-15:59**		
United States Fidelity & Guaranty Company	**Answer/Answer of United States Fidelity & Guaranty Company**	**Filing**		**07/09/2021-15:59**		
York International Corporation	**NEF(07-09-2021 03:40:21 PM) Answer/Answer**	**Filing**		**07/09/2021-15:50**		
Zurn Industries Llc	**Answer/Answer of Zurn Industries Llc**	**Filing**		**07/09/2021-15:42**		
Grinnell Llc	**NEF(07-09-2021 03:35:38 PM) Answer/Answer**	**Filing**		**07/09/2021-15:42**		
William Powell Company	**NEF(07-09-2021 03:37:30 PM) Answer/Answer**	**Filing**		**07/09/2021-15:41**		
York International Corporation	**Answer/Answer of York International Corporation**	**Filing**		**07/09/2021-15:40**		
Goulds Pumps Incorporated	**NEF(07-09-2021 03:34:08 PM) Answer/Answer**	**Filing**		**07/09/2021-15:38**		
William Powell Company	**Answer/Answer of William Powell Company**	**Filing**		**07/09/2021-15:37**		
Ecodyne Corporation	**NEF(07-09-2021 03:31:36 PM)**	**Filing**		**07/09/2021-15:37**		

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	Answer/Answer					
Carrier Corporation	NEF(07-09-2021 03:29:41 PM) Answer/Answer	Filing		07/09/2021-15:36		
Grinnell Llc	Answer/Answer of Grinnell Llc	Filing		07/09/2021-15:35		
Carboline Company	NEF(07-09-2021 03:23:51 PM) Answer/Answer	Filing		07/09/2021-15:34		
Goulds Pumps Incorporated	Answer/Answer of Goulds Pumps Incorporated	Filing		07/09/2021-15:34		
Ecodyne Corporation	Answer/Answer of Ecodyne Corporation	Filing		07/09/2021-15:31		
Carrier Corporation	Answer/Answer of Carrier Corporation	Filing		07/09/2021-15:29		
Carboline Company	Answer/Answer of Carboline Company	Filing		07/09/2021-15:23		
Goodyear Tire & Rubber Company	NEF(07-09-2021 02:35:20 PM) Notice/Notice of Appearance	Filing		07/09/2021-15:06		
Henry Pratt Company Llc	NEF(07-09-2021 02:15:39 PM) Notice/Notice of Appearance	Filing		07/09/2021-14:55		
Goodyear Tire & Rubber Company	Notice/Notice of Appearance	Filing		07/09/2021-14:35		
Goodyear Tire & Rubber Company	Answer/Answer and Jury Demand of Goodyear Tire & Rubber Co	Filing		07/09/2021-14:35		
Fisher Controls International Llc	Answer/Answer of Fisher Controls International Llc	Filing		07/09/2021-14:15		
Henry Pratt Company Llc	Answer/Answer of Henry Pratt Company Llc	Filing		07/09/2021-14:15		
Henry Pratt Company Llc	Notice/Notice of Appearance	Filing		07/09/2021-14:15		
Covil Corporation	NEF(07-09-2021 11:05:55 AM) Answer/Answer	Filing		07/09/2021-11:23		
Riley Power Inc	NEF(07-09-2021 10:19:09 AM) Answer/Answer	Filing		07/09/2021-11:10		
Vistra Intermediate Company Llc	NEF(07-09-2021 10:12:13 AM) Answer/Answer	Filing		07/09/2021-11:10		
Vistra Intermediate Company Llc	NEF(07-09-2021 10:08:36 AM) Motion/Dismiss	Filing		07/09/2021-11:08		
Covil Corporation	Answer/Answer of Covil Corporation	Filing		07/09/2021-11:05		
Cna Holdings Llc	NEF(07-09-2021 10:14:33 AM) Answer/Answer	Filing		07/09/2021-11:05		
3M Company	NEF(07-09-2021 09:38:35 AM) Notice/Notice of Appearance	Filing		07/09/2021-10:22		
Riley Power Inc	Answer/Answer of Riley Power Inc	Filing		07/09/2021-10:19		
Cna Holdings Llc	Answer/Answer of Cna Holdings Llc & Celanese Corp	Filing		07/09/2021-10:14		
Vistra Intermediate Company Llc	Answer/Answer of Vistra Intermediate Company Llc	Filing		07/09/2021-10:12		

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Vistra Intermediate Company Llc	**Motion/Dismiss**	**Motion**		**07/09/2021-10:08**		
3M Company	**Answer/Answer of 3M Company**	**Filing**		**07/09/2021-09:38**		
3M Company	**Notice/Notice of Appearance**	**Filing**		**07/09/2021-09:38**		
Bwip Inc	**NEF(07-09-2021 08:25:18 AM) Answer/Answer**	**Filing**		**07/09/2021-09:19**		
Bwip Inc	**Answer/Answer of BW/IP Inc**	**Filing**		**07/09/2021-08:25**		
Bwip Inc	**NEF(07-09-2021 08:16:56 AM) Notice/Notice of Appearance**	**Filing**		**07/09/2021-08:17**		
Bwip Inc	**Notice/Notice of Appearance**	**Filing**		**07/09/2021-08:16**		
Bwip Inc	**NEF(07-09-2021 08:15:33 AM) Notice/Notice of Appearance**	**Filing**		**07/09/2021-08:16**		
Bwip Inc	**Notice/Notice of Appearance**	**Filing**		**07/09/2021-08:15**		
Bwip Inc	**NEF(07-09-2021 08:14:14 AM) Notice/Notice of Appearance**	**Filing**		**07/09/2021-08:14**		
Bwip Inc	**Notice/Notice of Appearance**	**Filing**		**07/09/2021-08:14**		
Becon Construction Company Inc	**NEF(07-08-2021 10:45:57 AM) Notice/Notice of Appearance**	**Filing**		**07/08/2021-11:08**		
Becon Construction Company Inc	**Notice/Notice of Appearance**	**Filing**		**07/08/2021-10:45**		
Becon Construction Company Inc	**Answer/Answer of Becon Construction Company Inc**	**Filing**		**07/08/2021-10:45**		
Robertshaw Controls Co	**NEF(07-08-2021 09:25:27 AM) Notice/Notice of Appearance**	**Filing**		**07/08/2021-10:02**		
Robertshaw Controls Co	**Notice/Notice of Appearance**	**Filing**		**07/08/2021-09:25**		
Robertshaw Controls Co	**Answer/Answer of Robertshaw Controls Co**	**Filing**		**07/08/2021-09:25**		
Spx Cooling Technologies Inc	**NEF(07-07-2021 09:36:49 AM) Answer/Answer**	**Filing**		**07/07/2021-12:12**		
Spx Cooling Technologies Inc	**Answer/Answer of Spx Cooling Technologies Inc**	**Filing**		**07/07/2021-09:36**		
Dana Companies Llc	**NEF(07-06-2021 12:32:31 PM) Answer/Answer**	**Filing**		**07/06/2021-12:35**		
Dana Companies Llc	**Answer/Answer of Dana Companies Llc (DCO LLC)**	**Filing**		**07/06/2021-12:32**		
Brenntag Specialties Llc	**NEF(07-02-2021 08:52:47 AM) Notice/Notice of Appearance**	**Filing**		**07/02/2021-18:56**		
Brenntag Specialties Llc	**Notice/Notice of Appearance**	**Filing**		**07/02/2021-08:52**		
Brenntag Specialties Llc	**Stipulation Of Dismissal as to**	**Filing**		**07/02/2021-08:52**		

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	Brenntag Specialties Llc and					
Southern Insulation Inc	**NEF(07-01-2021 01:58:48 PM) Notice/Notice of Appearance**	**Filing**		**07/01/2021-14:10**		
Southern Insulation Inc	**Notice/Notice of Appearance**	**Filing**		**07/01/2021-13:58**		
Southern Insulation Inc	**Answer of Southern Insulation Inc**	**Filing**		**07/01/2021-13:58**		
4520 Corp Inc	**NEF(06-30-2021 11:59:21 AM) Notice/Notice of Appearance**	**Filing**		**06/30/2021-12:43**		
4520 Corp Inc	**Notice/Notice of Appearance**	**Filing**		**06/30/2021-11:59**		
4520 Corp Inc	**Answer/Answer of 4520 Corp Inc**	**Filing**		**06/30/2021-11:59**		
Metropolitan Life Insurance Company	**NEF(06-29-2021 02:26:19 PM) Notice/Notice of Appearance**	**Filing**		**06/29/2021-14:30**		
Metropolitan Life Insurance Company	**Notice/Notice of Appearance**	**Filing**		**06/29/2021-14:26**		
Metropolitan Life Insurance Company	**Answer Of Metropolitan Life Insurance Company**	**Filing**		**06/29/2021-14:26**		
Crane Co	**NEF(06-28-2021 02:53:37 PM) Answer/Answer**	**Filing**		**06/28/2021-15:13**		
Crane Co	**Notice/Notice of Appearance**	**Filing**		**06/28/2021-14:53**		
Crane Co	**Answer Of Crane Co**	**Filing**		**06/28/2021-14:53**		
Flowserve Corporation	**NEF(06-24-2021 04:40:47 PM) Notice/Notice of Appearance**	**Filing**		**06/24/2021-16:52**		
Flowserve Corporation	**Notice/Notice of Appearance**	**Filing**		**06/24/2021-16:40**		
Flowserve Corporation	**Answer Of Flowserve Corporation fka Duriron Company Inc**	**Filing**		**06/24/2021-16:40**		
General Electric Company	**NEF(06-23-2021 06:22:15 PM) Notice/Notice of Appearance**	**Filing**		**06/23/2021-18:22**		
General Electric Company	**Notice/Notice of Appearance**	**Filing**		**06/23/2021-18:22**		
Spx Cooling Technologies Inc	**NEF(06-22-2021 02:48:20 PM) Order/Pro Hac Vice**	**Filing**		**06/22/2021-14:48**		
Spx Cooling Technologies Inc	**Order/Pro Hac Vice/Peter N. Borden**	**Order**		**06/22/2021-14:48**		
Carboline Company	**NEF(06-21-2021 04:13:42 PM) Notice/Notice of Appearance**	**Filing**		**06/21/2021-16:15**		
Carboline Company	**Notice/Notice of Appearance**	**Filing**		**06/21/2021-16:13**		
Park, Isabella	**NEF(06-21-2021 12:59:33 PM) Letter/Letter**	**Filing**		**06/21/2021-12:59**		
Park, Isabella	**Supreme Court Letter admitting pro hac vice for Borden**	**Filing**		**06/21/2021-12:59**		
Spx Cooling Technologies Inc	**NEF(06-18-2021 11:50:45 AM)**	**Filing**		**06/18/2021-12:00**		

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	Motion/Admission Pro Hac Vic...					
Spx Cooling Technologies Inc	Notice/Notice of Appearance	Filing		06/18/2021-11:50		
Spx Cooling Technologies Inc	Application/Application	Filing		06/18/2021-11:50		
Spx Cooling Technologies Inc	Motion/Admission Pro Hac Vice	Motion		06/18/2021-11:50		
Starr Davis Company Of Sc Inc	NEF(06-17-2021 02:16:06 PM) Answer/Answer	Filing		06/17/2021-14:20		
Starr Davis Company Of Sc Inc	Answer/Answer of Starr Davis Company Of Sc Inc & Starr Davis	Filing		06/17/2021-14:16		
Cna Holdings Llc	NEF(06-14-2021 10:22:54 AM) Notice/Notice of Appearance	Filing		06/14/2021-10:23		
Cna Holdings Llc	Notice/Notice of Appearance	Filing		06/14/2021-10:22		
Riley Power Inc	NEF(06-11-2021 03:40:19 PM) Notice/Notice of Appearance	Filing		06/11/2021-15:40		
Riley Power Inc	Notice/Notice of Appearance	Filing		06/11/2021-15:40		
Dana Companies Llc	NEF(06-11-2021 10:13:24 AM) Notice/Notice of Appearance	Filing		06/11/2021-10:13		
Dana Companies Llc	Notice/Notice of Appearance	Filing		06/11/2021-10:13		
Vistra Intermediate Company Llc	NEF(06-10-2021 02:12:18 PM) Notice/Notice of Appearance	Filing		06/10/2021-14:12		
Vistra Intermediate Company Llc	Notice/Notice of Appearance	Filing		06/10/2021-14:12		
Vistra Intermediate Company Llc	NEF(06-10-2021 02:10:52 PM) Notice/Notice of Appearance	Filing		06/10/2021-14:11		
Vistra Intermediate Company Llc	Notice/Notice of Appearance	Filing		06/10/2021-14:10		
Starr Davis Company Of Sc Inc	NEF(06-10-2021 12:32:53 PM) Notice/Notice of Appearance	Filing		06/10/2021-12:33		
Starr Davis Company Of Sc Inc	Notice/Notice of Appearance	Filing		06/10/2021-12:32		
Starr Davis Company Of Sc Inc	NEF(06-10-2021 12:31:09 PM) Notice/Notice of Appearance	Filing		06/10/2021-12:31		
Starr Davis Company Of Sc Inc	Notice/Notice of Appearance	Filing		06/10/2021-12:31		
Covil Corporation	NEF(06-10-2021 10:43:11 AM) Notice/Notice of Appearance	Filing		06/10/2021-10:43		
Covil Corporation	Notice/Notice of Appearance	Filing		06/10/2021-10:43		
Park, Isabella	NEF(06-04-2021 01:04:02 PM) Motion/Other	Filing		06/04/2021-13:14		
Park, Isabella	Motion/Expedite	Motion		06/04/2021-13:04		

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Park, Isabella	**Summons & Complaint**	**Filing**		**06/04/2021-09:59**		

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ELECTRONICALLY FILED - 2021 Nov 17 8:36 AM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT

KEITH W. PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK, Plaintiff, v. ARMSTRONG INTERNATIONAL, INC. 3M COMPANY 4520 CORP., INC. BECON CONSTRUCTION COMPANY, INC. BW/IP INC. CAPE INTERMEDIATE HOLDINGS LIMITED CAPE PLC CARBOLINE COMPANY CARRIER CORPORATION CELANESE CORPORATION CLARK-RELIANCE CORPORATION, CNA HOLDINGS LLC COVIL CORPORATION CRANE CO. CRANE INSTRUMENTATION & SAMPLING, INC. DANA COMPANIES LLC,	)	C/A NO. 2021-CP-40-02727 In Re: Asbestos Personal Injury Litigation Coordinated Docket **FIRST AMENDED SUMMONS**

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DANIEL INTERNATIONAL CORPORATION)
)
ECODYNE CORPORATION)
)
FISHER CONTROLS INTERNATIONAL, LLC)
)
FLOWSERVE CORPORATION,)
)
FLUOR CONSTRUCTORS INTERNATIONAL,)
)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FMC CORPORATION)
)
FOSTER WHEELER ENERGY CORPORATION)
)
GARDNER DENVER, INC.)
)
GENERAL ELECTRIC COMPANY)
)
THE GOODYEAR TIRE & RUBBER COMPANY)
)
GOULDS PUMPS, INCORPORATED)
)
GREAT BARRIER INSULATION CO.)
)
GRINNELL LLC)
)
HENRY PRATT COMPANY, LLC)
)
HOK GROUP, INC.)
)
METROPOLITAN LIFE INSURANCE COMPANY)
)
RILEY POWER INC.,)
)

Certified Transcript
EXHIBIT 4

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

ROBERTSHAW CONTROLS CO.	)
	)
RUST ENGINEERING & CONSTRUCTION INC.	)
	)
RUST INTERNATIONAL INC.	)
	)
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	)
	)
SOUTHERN INSULATION, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
SPX COOLING TECHNOLOGIES, INC.	)
	)
STARR DAVIS COMPANY, INC.	)
	)
STARR DAVIS COMPANY OF S.C., INC.	)
	)
STERLING FLUID SYSTEMS (USA), LLC	)
	)
UNION CARBIDE CORPORATION	)
	)
VISTRA CORP.	)
	)
VISTRA INTERMEDIATE COMPANY LLC	)
	)
THE WILLIAM POWELL COMPANY	)
	)
YORK INTERNATIONAL CORPORATION	)
	)
ZURN INDUSTRIES, LLC	)
	)
Defendants.	)
	)

FIRST AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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EXHIBIT 4
App. 280

ELECTRONICALLY FILED - 2021 Nov 17 8:36 AM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

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 Plaintiff's counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey
Theile B. McVey (SC Bar No. 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street
Post Office Box 1476
Columbia, South Carolina 29202-1476
T: 803-256-4242
F: 803-256-1952
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com

and

Jordan Blumenfeld-James (CA Bar No. 235185)
(To be admitted *Pro Hac Vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 300
Dallas, Texas 75202
T: 214-722-5990
F: 214-722-5991
jbj@dobslegal.com
Other email: cweeks@dobslegal.com

ATTORNEYS FOR PLAINTIFFS

November 5, 2021
Columbia, South Carolina.

Certified as a True Copy
EXHIBIT 4

ELECTRONICALLY FILED - 2021 Nov 17 8:36 AM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

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

KEITH W. PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK, Plaintiff, v. **ARMSTRONG INTERNATIONAL, INC.** **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY **4520 CORP., INC.** individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY **BECON CONSTRUCTION COMPANY, INC.** **BW/IP INC.** and its wholly-owned subsidiaries **CAPE INTERMEDIATE HOLDINGS LIMITED** f/k/a CAPE INTERMEDIATE HOLDINGS PLC, individually and as successor-in-interest to CAPE ASBESTOS COMPANY **CAPE PLC** individually and as successor-in-interest to CAPE ASBESTOS COMPANY **CARBOLINE COMPANY** **CARRIER CORPORATION** **CELANESE CORPORATION** **CLARK-RELIANCE CORPORATION** and its JERGUSON GAGE & VALVE division and its JACOBY-TARBOX division	)	**C/A NO. 2021-CP-40-02727** In Re: Asbestos Personal Injury Litigation Coordinated Docket Mesothelioma Wrongful Death and Survival Action **FIRST AMENDED COMPLAINT** (Jury Trial Demanded)

Certified as App 282

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ELECTRONICALLY FILED - 2021 Nov 17 8:36 AM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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CNA HOLDINGS LLC
f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC.

COVIL CORPORATION

CRANE CO.

CRANE INSTRUMENTATION & SAMPLING, INC.
f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.

DANA COMPANIES, LLC
successor-by-merger to DANA CORPORATION

DANIEL INTERNATIONAL CORPORATION

ECODYNE CORPORATION

FISHER CONTROLS INTERNATIONAL, LLC

FLOWSERVE CORPORATION
f/k/a THE DURIRON COMPANY INC.

FLUOR CONSTRUCTORS INTERNATIONAL
f/k/a FLUOR CORPORATION

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FMC CORPORATION
on behalf of its former Peerless Pump business

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FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER, INC.

GENERAL ELECTRIC COMPANY

THE GOODYEAR TIRE & RUBBER COMPANY

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO.

GRINNELL LLC
d/b/a GRINNELL CORPORATION

HENRY PRATT COMPANY, LLC
a subsidiary of MUELLER CO. LLC

HOK GROUP, INC.
f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE, as successor-in-interest to J.E. SIRRINE

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

RILEY POWER INC.
f/k/a RILEY STOKER CORPORATION and D.B. RILEY, INC.

ROBERTSHAW CONTROLS COMPANY

RUST ENGINEERING & CONSTRUCTION INC.
individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.

RUST INTERNATIONAL INC.
individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.

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SCHNEIDER ELECTRIC SYSTEMS USA, INC.
f/k/a INVENSYS SYSTEMS, INC.

SOUTHERN INSULATION, INC.

SPIRAX SARCO, INC.

SPX COOLING TECHNOLOGIES, INC.
individually and as successor-in-interest to MARLEY COOLING TOWERS CO.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

STERLING FLUID SYSTEMS (USA), LLC

UNION CARBIDE CORPORATION

VISTRA CORP.
f/k/a VISTRA ENERGY CORP., individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE

VISTRA INTERMEDIATE COMPANY LLC
individually and as successor-in-interest to CRSS INC.

THE WILLIAM POWELL COMPANY

YORK INTERNATIONAL CORPORATION

ZURN INDUSTRIES, LLC
individually and as successor-in-interest to ZURN INDUSTRIES, INC.

Defendants.

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PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, KEITH W. PARK, individually, and as Personal Representative of the Estate of ISABELLA PARK (hereinafter "Plaintiff"), citizen and resident of the State of South Carolina, and sues the named Defendants for compensatory and punitive damages, by and through his attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

1. This action is brought pursuant to the Wrongful Death Act, S.C. Gen. Stat. 15-51-10 *et seq*., for the wrongful death of the Decedent, ISABELLA PARK, on behalf of all persons entitled to recover damages.

2. Plaintiff Isabella Park was diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of her husband's work with and around asbestos-containing products, which caused asbestos containing dust to cover his clothing, vehicle and body, which he brought home to Decedent, who was then exposed to said asbestos dust and fibers.

3. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants, or their predecessors in interest, 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.

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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 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 owned and/or controlled the work sites where Decedent Isabella Park's husband, Andrew Park, experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

(a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.

(b) the Premises Defendants invited the Decedent Isabella Park's husband, Andrew Park, as a group leader and senior process engineer on to Defendant's premises to perform construction work for Defendant's benefit. Decedent's husband was an invitee 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 Decedent Isabella Park's mesothelioma.

6. 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 Isabella Park experienced occupational exposure as a result of working with and around others working

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with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."

7. 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.

8. Plaintiff's claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and the purchase and use of asbestos-containing products on their premises located in South Carolina, with which Decedent's husband, Andrew Park (deceased), worked, and as a result was exposed to asbestos, which he brought home to Decedent and exposed her to asbestos.

9. 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's husband, Andrew Park, experienced occupational exposure to lethal doses of asbestos, which he brought home to Decedent and exposed her to asbestos, as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.

10. 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 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.

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11. Decedent Isabella Park was exposed to asbestos through asbestos dust and fibers brought home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair, and from the dust being distributed and re-entrained in their home. Her exposure to asbestos dust and fibers occurred through her contact with her husband's work clothing and person when greeting him at the end of his workday, through laundering his work clothing on a regular basis, 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 home.

12. Decedent's cumulative exposure to asbestos as a result of acts and omissions of Defendants and/or their defective products, individually and together, was a substantial factor in causing Decedent Isabella Park's mesothelioma and other related injuries and subsequent death and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

13. Neither Decedent Isabella Park, nor her late husband, were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

14. Decedent's husband Andrew Park 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 husband Andrew Park brought this asbestos home with him, which caused Decedent to be exposed to asbestos.

15. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other

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acquisition resulting in a virtual destruction of Plaintiff's remedies 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 remedies 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	f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
BW/IP INC.	and its wholly-owned subsidiaries
CAPE INTERMEDIATE HOLDINGS LIMITED	f/k/a CAPE INTERMEDIATE HOLDINGS PLC as successor-in-interest to CAPE ASBESTOS COMPANY
CAPE PLC	as successor-in-interest to CAPE ASBESTOS COMPANY
CLARK-RELIANCE COPRORATION	and its JERGUSON GAGE & VALVE division and its JACOBY-TARBOX division
CNA HOLDINGS LLC	f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION as successor in-interest-to FIBER INDUSTRIES, INC.
CRANE INSTRUMENTATION & SAMPLING, INC.	f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.
DANA COMPANIES, LLC	successor-by-merger to DANA CORPORATION

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DEFENDANT	ALTERNATE ENTITY
FLOWSERVE CORPORATION	f/k/a THE DURIRON COMPANY INC.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
FMC CORPORATION	on behalf of its former Peerless Pump business
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	a subsidiary of MUELLER CO. LLC
HOK GROUP, INC.	f/k/a HELLMUTH, OBATA AND KASSABAUM, INC. as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
RILEY POWER INC.	f/k/a RILEY STOKER CORPORATION and D.B. RILEY, INC.
RUST ENGINEERING & CONSTRUCTION INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	f/k/a INVENSYS SYSTEMS, INC.
SPX COOLING TECHNOLOGIES, INC.	as successor-in-interest to MARLEY COOLING TOWERS CO.
VISTRA CORP.	f/k/a VISTRA ENERGY CORP. as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE
VISTRA INTERMEDIATE COMPANY LLC	as successor-in-interest to CRSS INC.
ZURN INDUSTRIES, LLC	as successor-in-interest to ZURN INDUSTRIES, INC.

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16. 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.

17. 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.

18. As a direct and proximate result of the conduct as alleged within, Decedent Isabella Park suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to her damage in the sum of the amount as the trier of fact determines is proper.

19. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Isabella Park 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's medical treatment is ascertained.

THE PARTIES

20. Plaintiff Keith W. Park is a current resident of the State of South Carolina. Decedent Isabella Park was exposed to asbestos as a result of her husband Andrew Park's career

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at various job sites, including but not limited to, locations in South Carolina. Decedent was exposed to asbestos through asbestos dust and fibers taken home on her husband, from asbestos dust in his vehicle, asbestos dust on his body including his hair, and from the dust being distributed and re-entrained.

21. Defendant, **ARMSTRONG INTERNATIONAL, INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Armstrong steam traps. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiff's claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of 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, including, but not limited to, 3M masks, 3M safety devices, and other asbestos-containing products. 3M COMPANY is sued as a Product Defendant. Plaintiff's claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or

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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. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **BECON CONSTRUCTION COMPANY, INC.**, was and is a Texas corporation with its principal place of business in Texas. At all times material hereto, BECON CONSTRUCTION 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 at numerous jobsites throughout the southeastern United States. BECON CONSTRUCTION COMPANY, INC. is sued as a Product Defendant. BECON CONSTRUCTION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against BECON CONSTRUCTION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

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products, materials, or equipment, including, but not limited to, asbestos-containing Byron Jackson pumps. BW/IP INC. is sued as a Product Defendant. Plaintiff's claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **CAPE INTERMEDIATE HOLDINGS LIMITED**, f/k/a CAPE INTERMEDIATE HOLDINGS PLC, individually and as successor-in-interest to CAPE ASBESTOS COMPANY, was and is a private limited company organized and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its principal place of business in England. At all times material hereto, CAPE INTERMEDIATE HOLDINGS LIMITED mined, manufactured, processed, imported, converted, compounded, supplied, 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 coatings, insulation, and refractory linings. CAPE INTERMEDIATE HOLDINGS LIMITED is sued as a Product Defendant. Plaintiff's claims against CAPE INTERMEDIATE HOLDINGS LIMITED arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **CAPE PLC**, individually and as successor-in-interest to CAPE ASBESTOS COMPANY, was and is a private limited company organized and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its principal place of business in England. At all times material hereto, CAPE PLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 coatings, insulation, and refractory linings. CAPE PLC is sued as a Product Defendant. Plaintiff's claims against CAPE PLC arise out of this Defendant's business activities in the State of South Carolina.

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28. Defendant, **CARBOLINE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE 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 coatings. CARBOLINE COMPANY is sued as a Product Defendant. Plaintiff's claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER 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 Carrier Furnaces, Carrier air compressors and HVAC products. CARRIER CORPORATION is sued as a Product Defendant. Plaintiff's claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which the Decedent's husband Andrew Park was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries Inc. in Spartanburg, South Carolina and Greer, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant. Plaintiff's claims against CELANESE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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31. Defendant, **CLARK-RELIANCE CORPORATION**, and its JERGUSON GAGE & VALVE division and its JACOBY-TARBOX division, was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto, CLARK-RELIANCE 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 Jacoby-Tarbox sight glasses and Jerguson boiler gauge glasses. CLARK-RELIANCE CORPORATION is sued as a Product Defendant. Plaintiff's claims against CLARK-RELIANCE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **CNA HOLDINGS LLC**, f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor-in-interest to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which the Decedent's husband Andrew Park was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries Inc. in Spartanburg, South Carolina and Greer, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant. Plaintiff's claims against CNA HOLDINGS LLC arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, 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

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removal of asbestos-containing thermal insulation 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 Decedent's husband Andrew Park and Decedent, 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.

34. Defendant, **CRANE CO.**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE 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, asbestos-containing Crane valves and Deming pumps. CRANE CO. is sued as a Product Defendant. Plaintiff's claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **CRANE INSTRUMENTATION & SAMPLING, INC.** f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC., was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, CRANE INSTRUMENTATION & SAMPLING, 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 Hoke valves. CRANE INSTRUMENTATION & SAMPLING, INC. is sued as a Product Defendant. Plaintiff's claims against CRANE INSTRUMENTATION & SAMPLING, INC. arise out of this Defendant's business activities in the State of South Carolina.

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36. Defendant, **DANA COMPANIES, LLC**, successor-by-merger to DANA CORPORATION, was and is a Virginia limited liability company with its principal place of business in Ohio. At all times material hereto, DANA COMPANIES 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. DANA COMPANIES LLC is sued as a Product Defendant. Plaintiff's claims against DANA COMPANIES LLC 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 Decedent's husband Andrew Park and Decedent, 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, **ECODYNE CORPORATION**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ECODYNE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced,

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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 Foster Wheeler cooling towers. ECODYNE CORPORATION is sued as a Product Defendant. Plaintiff's claims against ECODYNE CORPORATION 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. FISHER CONTROLS INTERNATIONAL, LLC is sued as a Product Defendant. Plaintiff's claims against FISHER CONTROLS INTERNATIONAL, LLC arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY, INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Durco pumps and valves. FLOWSERVE CORPORATION is sued as a Product Defendant. Plaintiff's claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas.

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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 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 Decedent's husband Andrew Park and Decedent, 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.

42. 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 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 Decedent's husband Andrew Park and Decedent, 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.

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43. 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 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 Decedent's husband Andrew Park and Decedent, 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.

44. 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 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 Decedent's husband Andrew Park and Decedent, 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.

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45. Defendant, **FMC CORPORATION**, on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Peerless pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiff's claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Foster Wheeler boilers and Foster Wheeler cooling towers. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Plaintiff's claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **GARDNER DENVER, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, GARDNER DENVER, 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 Gardner Denver pumps. GARDNER DENVER, INC. is sued as a Product Defendant. Plaintiff's claims

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against GARDNER DENVER, INC. 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 General Electric turbines. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiff's claims against GENERAL ELECTRIC COMPANY 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 Durabla gaskets. 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.

50. Defendant, **GOULDS PUMPS, INCORPORATED**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, GOULDS PUMPS, INCORPORATED mined, manufactured, processed, imported, converted, compounded, supplied, 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-

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containing Goulds pumps. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Plaintiff's claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. mined, manufactured, processed, imported, converted, compounded, supplied, 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. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

52. Defendant, **GRINNELL LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Grinnell boilers and valves. GRINNELL LLC is sued as a Product Defendant. Plaintiff's claims against GRINNELL LLC arise out of this Defendant's business activities in the State of South Carolina.

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53. Defendant, **HENRY PRATT COMPANY, LLC,** a subsidiary of MUELLER CO. LLC, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Pratt valves and Henry Pratt steam valves. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Plaintiff's claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **HOK GROUP, INC.**, f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE, as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, HOK GROUP, 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. HOK GROUP, INC. is sued as a Product Defendant and a Design Defendant. HOK GROUP, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against HOK GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

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55. 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.

56. Defendant, **RILEY POWER INC.** f/k/a RILEY STOKER CORPORATION and D.B. RILEY, INC., 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 and Union Iron Works boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiff's claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **ROBERTSHAW CONTROLS COMPANY**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ROBERTSHAW CONTROLS 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 Fulton Sylphon valves. ROBERTSHAW CONTROLS COMPANY is sued as a Product Defendant. Plaintiff's claims against ROBERTSHAW CONTROLS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **RUST ENGINEERING & CONSTRUCTION INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and

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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 Decedent's husband Andrew Park and Decedent, 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.

59. Defendant, **RUST INTERNATIONAL INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST 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,

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including Decedent's husband Andrew Park and Decedent, 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.

60. Defendant, **SCHNEIDER ELECTRIC SYSTEMS USA, INC.** f/k/a INVENSYS SYSTEMS, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC SYSTEMS USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Foxboro valves and Fulton Sylphon valves. SCHNEIDER ELECTRIC SYSTEMS USA, INC. is sued as a Product Defendant. Plaintiff's claims against SCHNEIDER ELECTRIC SYSTEMS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

61. 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 Decedent's husband Andrew Park and Decedent, 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.

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62. 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 and valves. 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.

63. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually, and as successor-in-interest to MARLEY COOLING TOWERS CO., was and is a Delaware corporation with its principal place of business in Kansas. At all times material hereto, SPX COOLING TECHNOLOGIES, 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 Marley cooling towers. SPX COOLING TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiff's claims against SPX COOLING TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, 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. STARR DAVIS COMPANY, INC. is sued as a Product Defendant.

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STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. manufactured, processed, imported, converted, compounded, supplied, 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. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **STERLING FLUID SYSTEMS (USA), LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA), LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Peerless pumps. STERLING FLUID SYSTEMS (USA), LLC

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is sued as a Product Defendant. Plaintiff's claims against STERLING FLUID SYSTEMS (USA), LLC arise out of this Defendant's business activities in the State of South Carolina.

67. 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, asbestos-containing fibers. UNION CARBIDE CORPORATION is sued as a Product Defendant related to its Bakelite product(s), as well as supply of raw asbestos fiber under the product name Calidria. Plaintiff's claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **VISTRA CORP.**, f/k/a VISTRA ENERGY CORP., individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, VISTRA CORP. mined, manufactured, processed, imported, converted, compounded, supplied, 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 CORP. is sued as a Product Defendant and a Design Defendant. VISTRA CORP. 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 Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against VISTRA CORP. arise out of this Defendant's business activities in the State of South Carolina.

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69. Defendant, **VISTRA INTERMEDIATE COMPANY LLC**, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, 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 Powell valves. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Plaintiff's claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of North Carolina.

71. Defendant, **YORK INTERNATIONAL CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto,

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YORK 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, asbestos-containing York compressors. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Zurn boilers, Zurn strainers, and Erie City boilers. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiff's claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

73. Decedent, Isabella Park, was exposed through her husband, Andrew Park, while he worked with and around asbestos-containing equipment in his immediate vicinity at his work sites, the premises of Defendants CELANESE CORPORATION and CNA HOLDINGS 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

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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

74. Plaintiff Keith W. Park brings this action for monetary damages as a result of Decedent Isabella Park contracting an asbestos-related disease and subsequently dying as a result.

75. On or about January 25, 2021, the Decedent, Isabella Park was diagnosed with malignant Mesothelioma. Decedent died as a proximate cause of her asbestos-related disease on or about June 9, 2021.

76. Decedent's mesothelioma was caused by her husband Andrew Park's employment as a group leader, and senior process engineer at various Hoechst Celanese facilities from 1970 to 1985 throughout South Carolina. Decedent's husband 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, boilermakers, welders, mechanics, carpenters, iron workers, insulators, millwrights, and pipefitters, including but not limited to the following sites:

- Hoechst Celanese a/k/a Fiber Industries, Inc – Spartanburg, SC
- Hoechst Celanese a/k/a Fiber Industries, Inc – Greer, SC

77. While employed at these various jobsites, Decedent's husband Andrew Park 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 Isabella Park to be exposed to said asbestos dust in sufficient amounts as to cause her to develop mesothelioma.

78. Decedent Isabella Park was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's

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husband Andrew Park's jobsites which she came in contact with off premises by contact with her husband Andrew Park's work clothes, personal possessions and vehicle. Her exposure to asbestos dust and fibers occurred through her contact with her husband's work clothing and person when greeting him at the end of his work day, through laundering his work clothing on a regular basis, 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 home.

79. Decedent's 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 Isabella Park's mesothelioma and other related injuries and subsequent death and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

80. Decedent Isabella Park and Decedent's late husband were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

81. 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.

82. As a direct and proximate result of the conduct as alleged within, Decedent Isabella Park suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to her damage in the sum of the amount as the trier of fact determines is proper.

83. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Isabella Park 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

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time. Plaintiff requests leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent Isabella Park's medical treatment is ascertained.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

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

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

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

87. 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 Decedent Isabella Park's mesothelioma and subsequent death, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent Isabella Park'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's husband Andrew Park. 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.

88. 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

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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's husband Andrew Park and Decedent, would use or be in proximity to and exposed to said asbestos fibers.

89. 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's husband Andrew Park and Decedent 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.

90. Decedent's husband Andrew Park and Decedent 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 husband Andrew Park's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint, and resulted in Decedent being exposed at home.

91. Decedent Isabella Park suffered and subsequently died from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent and Decedent's husband Andrew Park were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

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92. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent Isabella Park's injuries and subsequent death, and all damages thereby sustained by Decedent Isabella Park. Plaintiff therefore seeks all compensatory damages in order to make him whole, according to proof.

93. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent 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 Isabella Park and others similarly situated.

94. 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."

95. 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-

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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.

96. 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.

97. Decedent and Decedent's husband Andrew Park 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 and Decedent's husband Andrew Park or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent Isabella Park, and others similarly situated were exposed.

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98. 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.

99. 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:

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

101. Decedent Isabella Park suffered and subsequently died from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

102. The Products Defendants' conduct and defective products as described above were a direct cause of Decedent Isabella Park's injuries and subsequent death, and the injuries and damages thereby sustained by Decedent.

103. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the

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public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Decedent and others similarly situated.

104. 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.

105. Decedent’s husband Andrew Park, and Decedent, 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 Isabella Park’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.

106. 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.

107. 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

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product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Decedent Isabella Park's mesothelioma and subsequent death, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent Isabella Park'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.

108. 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 Isabella Park herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

109. Decedent and Decedent's husband Andrew Park, 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, Decedent's husband Andrew Park, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to

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adequately warn of the risks to which Decedent Isabella Park and others similarly situated were exposed.

110. Defendants' defective products as described above were a direct cause of Decedent Isabella Park's injuries and subsequent death, and the damages thereby sustained.

111. 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 and Decedent's husband Andrew Park, 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."

112. 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

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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.

113. 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 Isabella Park 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.

114. 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.

115. 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.

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

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:

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

118. 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's husband Andrew Park worked and/or spent time as alleged above.

119. 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

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materials to which Decedent's husband Andrew Park was exposed, and as a result Decedent was exposed at home.

120. Employees handling and disturbing asbestos-containing products in Decedent's husband Andrew Park'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.

121. Employees handling and disturbing asbestos-containing products in Decedent's husband Andrew Park's, Decedent's, 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.

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

123. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent's husband Andrew Park, who would then bring said asbestos home, causing Decedent to inhale those fibers.

124. 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.

125. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their

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employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Decedent Isabella Park.

126. 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's husband Andrew Park that he, and as a result Decedent, was being exposed to asbestos, failed to adequately warn Decedent and Decedent's husband Andrew Park of the harm associated with their exposure to asbestos, and provide them with protection to prevent their inhalation of asbestos.

127. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent's husband Andrew Park, and as a result Decedent.

128. Defendants' employees owed Decedent and Decedent's husband Andrew Park a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause them harm.

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

130. At all times mentioned, Decedent and Decedent's husband Andrew Park 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.

131. As a direct result of the Defendants' employees' conduct, Decedent's husband Andrew Park's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and

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permanent injury and death to Decedent Isabella Park and the damages and injuries as complained of herein by Plaintiff.

132. The risks herein alleged and the resultant damages suffered by the Decedent Isabella Park 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.

133. 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.

FOR A FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premises Owner/Contractor)

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

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

135. Prior to and during all relevant times, the Premises Defendants and/or their "alternate entities" employed workers in areas where Premises Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent's husband Andrew Park worked and/or spent time.

136. At all times herein mentioned, Premises 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.

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137. Premises 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 Decedent's husband Andrew Park and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers, by-standers, and family members including Decedent Isabella Park would be exposed to dangerous asbestos dust beyond the present.

138. 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 Premises 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 Decedent.

139. At all times herein mentioned, Premises Defendants knew or should have known that their employees and bystanders thereto, including Decedent and Decedent's husband Andrew Park, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

140. At all times herein mentioned, Premises Defendants knew or should have known that the asbestos-containing materials encountered by their employees and bystanders thereto including Decedent and Decedent's husband Andrew Park, 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

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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.

141. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Decedent and Decedent's husband Andrew Park, were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

142. At all times herein mentioned, Decedent and Decedent's husband Andrew Park were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

143. At all times herein mentioned, Premises 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.

144. At all times herein mentioned, Premises Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to their 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 Decedent, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

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

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146. Premises 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 Premises Defendants.

147. Premises Defendants failed to warn their employees and bystanders thereto, including Decedent and Decedent's husband Andrew Park, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

148. As a direct and proximate result of the conduct of Premises 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, Decedent Isabella Park became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Decedent Isabella Park to develop asbestos-related disease mesothelioma and subsequently die, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Negligence Per Se)

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

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

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

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151. 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. Plaintiff is not making any claims under federal law; instead, Plaintiff is simply using the violation of federal standards as proof of liability on his state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

152. The negligence per se of Defendants was a proximate cause of Decedent's injuries.

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

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

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

154. 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.

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(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 of dangers and risks associated with the conditions of the material and work product which was being installed for use by Decedent Isabella Park 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.

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

FOR A SEVENTH CAUSE OF ACTION
(Negligent Design Services Against Design Defendants)

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

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

157. Design Defendants owed Decedent 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.

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158. 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.

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

FOR AN EIGHTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

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

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

161. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

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162. The implied warranty made by the Defendants, 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's husband Andrew Park carried out his duties and was inhaled by Decedent Isabella Park through asbestos dust and fibers taken home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair and from the dust being distributed and re-entrained.

163. 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's husband Andrew Park was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently Decedent Isabella Park was exposed to Defendants' asbestos dust and fibers that remained on her husband's clothes, in his vehicle, on his work equipment and on his body, and developed mesothelioma, causing Decedent Isabella Park to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

164. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

165. That during, before and after Decedent'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 and Decedent's husband Andrew Park in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such

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as Decedent. 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.

166. The foregoing representations were material conditions precedent to Decedent's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities", each intended that Decedent and Decedent's husband Andrew Park act upon the representations by continuing Decedent's late husband's work around, and thereby exposure to, the asbestos products. Decedent and Decedent's husband Andrew Park were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

167. As a direct and proximate result Decedent and Decedent's husband Andrew Park's reliance upon Defendants' false representations, Decedent suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION
(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

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

168. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

169. 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.

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170. 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.

171. 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.

172. 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 Decedent and Decedent's husband Andrew Park were exposed to asbestos dust which resulted in Decedent Isabella Park'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 Decedent herein.

173. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Decedent Isabella Park was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous

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asbestos-containing products by such manufacturers which proximately caused Decedent Isabella Park's illness and subsequent death.

174. 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.

175. Decedent Isabella Park 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.

176. 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 Decedent Isabella Park from asbestos exposure was increased, and (ii) Decedent suffered the injuries described herein.

177. 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 Decedent.

178. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Decedent and Decedent's husband Andrew Park was caused to remain ignorant of all the dangers of asbestos resulting in Decedent, Decedent's husband, his co-workers, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Decedent

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and Decedent's husband Andrew Park of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Decedent and Decedent's husband Andrew Park the opportunity to take precautions against the dangers of asbestos and proximately caused Decedent's damages herein.

179. During the relevant time period the Decedent and Decedent's husband Andrew Park 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 Johns Manville and/or Raybestos/Raymark.

180. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Decedent Isabella Park, 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 Decedent Isabella Park in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

(a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.

(b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that

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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 Decedent.

(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

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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 Decedent 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 Decedent of the dangers to which she 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 Decedent 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,

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incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

181. Decedent and Decedent's husband Andrew Park 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.

182. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Decedent and Decedent's husband Andrew Park were deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought 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 Decedent Isabella Park was damaged.

FOR AN ELEVENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For an Eleventh Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

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

184. Plaintiff brings this cause of action for Isabella Park's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Keith W. Park, as the son of Decedent, and on behalf of the heirs of Isabella Park, as defined by S.C. Code § 15-51-20.

185. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Isabella Park died on June 9, 2021, and her heirs

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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 her companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of herself and her 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 A TWELFTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For a Twelfth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Alleges as Follows:

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

187. Plaintiff, Keith W. Park, the son of Decedent Isabella Park and the Personal Representative of the Estate of Isabella Park, deceased, brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

188. Plaintiff brings this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to her untimely death, as well as for the mental distress of Decedent due to knowledge of her impending death from her incurable disease.

189. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent Isabella Park endured conscious pain, suffering, mental anguish and distress until her 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.

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PRAYER FOR RELIEF

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

1. For 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 pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heir, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of Decedent's companionship and deprivation of the use and comfort of her experience, knowledge and judgment in managing the affairs of herself and her beneficiaries;

4. For punitive damages according to proof;

5. For Plaintiff's 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);

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.

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EXHIBIT 4

ELECTRONICALLY FILED - 2021 Nov 17 8:36 AM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street
Post Office Box 1476
Columbia, South Carolina 29202-1476
T: 803-256-4242
F: 803-256-1952
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com

and

Jordan Blumenfeld-James (CA Bar No. 235185)
(To be admitted *Pro Hac Vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 300
Dallas, TX 75202
T: 214-722-5990
F: 214-722-5991
jbj@dobslegal.com
Other email: jjohnson@dobslegal.com

ATTORNEYS FOR PLAINTIFF

November 2, 2021
Columbia, South Carolina.

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EXHIBIT 4

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

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

KEITH W. PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK, Plaintiff, v. ARMSTRONG INTERNATIONAL, INC. 3M COMPANY 4520 CORP., INC. BECON CONSTRUCTION COMPANY, INC. BW/IP INC. CAPE INTERMEDIATE HOLDINGS LIMITED CAPE PLC CARBOLINE COMPANY CARRIER CORPORATION CELANESE CORPORATION CLARK-RELIANCE CORPORATION, CNA HOLDINGS LLC COVIL CORPORATION CRANE CO. CRANE INSTRUMENTATION & SAMPLING, INC. DANA COMPANIES LLC,	)	C/A NO. 2021-CP-40-02727 In Re: Asbestos Personal Injury Litigation Coordinated Docket **SECOND AMENDED SUMMONS**

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EXHIBIT 5

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

DANIEL INTERNATIONAL CORPORATION)
)
ECODYNE CORPORATION)
)
FISHER CONTROLS INTERNATIONAL, LLC)
)
FLOWSERVE CORPORATION,)
)
FLUOR CONSTRUCTORS INTERNATIONAL,)
)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FMC CORPORATION)
)
FOSTER WHEELER ENERGY CORPORATION)
)
GARDNER DENVER, INC.)
)
GENERAL ELECTRIC COMPANY)
)
THE GOODYEAR TIRE & RUBBER COMPANY)
)
GOULDS PUMPS, INCORPORATED)
)
GREAT BARRIER INSULATION CO.)
)
GRINNELL LLC)
)
HENRY PRATT COMPANY, LLC)
)
HOK GROUP, INC.)
)
HONEYWELL INTERNATIONAL, INC.)
)
METROPOLITAN LIFE INSURANCE COMPANY)
)

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EXHIBIT 5
App. 349

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

RILEY POWER INC.,	)
ROBERTSHAW CONTROLS CO.	)
RUST ENGINEERING & CONSTRUCTION INC.	)
RUST INTERNATIONAL INC.	)
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	)
SOUTHERN INSULATION, INC.	)
SPIRAX SARCO, INC.	)
SPX COOLING TECHNOLOGIES, INC.	)
STARR DAVIS COMPANY, INC.	)
STARR DAVIS COMPANY OF S.C., INC.	)
STERLING FLUID SYSTEMS (USA), LLC	)
UNION CARBIDE CORPORATION	)
VISTRA CORP.	)
VISTRA INTERMEDIATE COMPANY LLC	)
THE WILLIAM POWELL COMPANY	)
YORK INTERNATIONAL CORPORATION	)
ZURN INDUSTRIES, LLC	)
Defendants.	)

SECOND AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

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 Plaintiff's counsel, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service. If you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

Respectfully submitted,

/s/ Theile B. McVey
Theile B. McVey (SC Bar No. 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street
Post Office Box 1476
Columbia, South Carolina 29202-1476
T: 803-256-4242
F: 803-256-1952
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com

and

Jordan Blumenfeld-James (CA Bar No. 235185)
(To be admitted *Pro Hac Vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 300
Dallas, Texas 75202
T: 214-722-5990
F: 214-722-5991
jbj@dobslegal.com
Other email: cweeks@dobslegal.com

ATTORNEYS FOR PLAINTIFFS

December 17, 2021
Columbia, South Carolina.

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EXHIBIT 5

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

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

KEITH W. PARK, individually and as the Personal Representative of the Estate of ISABELLA PARK, Plaintiff, v. **ARMSTRONG INTERNATIONAL, INC.** **3M COMPANY** f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY **4520 CORP., INC.** individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY **BECON CONSTRUCTION COMPANY, INC.** **BW/IP INC.** and its wholly-owned subsidiaries **CAPE INTERMEDIATE HOLDINGS LIMITED** f/k/a CAPE INTERMEDIATE HOLDINGS PLC, individually and as successor-in-interest to CAPE ASBESTOS COMPANY **CAPE PLC** individually and as successor-in-interest to CAPE ASBESTOS COMPANY **CARBOLINE COMPANY** **CARRIER CORPORATION** **CELANESE CORPORATION** **CLARK-RELIANCE CORPORATION** and its JERGUSON GAGE & VALVE division and its JACOBY-TARBOX division	)	**C/A NO. 2021-CP-40-02727** In Re: Asbestos Personal Injury Litigation Coordinated Docket Mesothelioma Wrongful Death and Survival Action **SECOND AMENDED COMPLAINT** (Jury Trial Demanded)

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EXHIBIT 5

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

CNA HOLDINGS LLC
f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC.

COVIL CORPORATION

CRANE CO.

CRANE INSTRUMENTATION & SAMPLING, INC.
f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.

DANA COMPANIES, LLC
successor-by-merger to DANA CORPORATION

DANIEL INTERNATIONAL CORPORATION

ECODYNE CORPORATION

FISHER CONTROLS INTERNATIONAL, LLC

FLOWSERVE CORPORATION
f/k/a THE DURIRON COMPANY INC.

FLUOR CONSTRUCTORS INTERNATIONAL
f/k/a FLUOR CORPORATION

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FMC CORPORATION
on behalf of its former Peerless Pump business

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FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER, INC.

GENERAL ELECTRIC COMPANY

THE GOODYEAR TIRE & RUBBER COMPANY

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO.

GRINNELL LLC
d/b/a GRINNELL CORPORATION

HENRY PRATT COMPANY, LLC
a subsidiary of MUELLER CO. LLC

HOK GROUP, INC.
f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE, as successor-in-interest to J.E. SIRRINE

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

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

RILEY POWER INC.
f/k/a RILEY STOKER CORPORATION and D.B. RILEY, INC.

ROBERTSHAW CONTROLS COMPANY

RUST ENGINEERING & CONSTRUCTION INC.
individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.

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EXHIBIT 5
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ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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RUST INTERNATIONAL INC.
individually and as successor-in-interest to
SIRRINE ENVIRONMENTAL
CONSULTANTS, INC.

SCHNEIDER ELECTRIC SYSTEMS USA, INC.
f/k/a INVENSYS SYSTEMS, INC.

SOUTHERN INSULATION, INC.

SPIRAX SARCO, INC.

SPX COOLING TECHNOLOGIES, INC.
individually and as successor-in-interest to
MARLEY COOLING TOWERS CO.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

STERLING FLUID SYSTEMS (USA), LLC

UNION CARBIDE CORPORATION

VISTRA CORP.
f/k/a VISTRA ENERGY CORP., individually
and as successor-in-interest to CRS SIRRINE
a/k/a CRSS, as successor-in-interest to J.E.
SIRRINE

VISTRA INTERMEDIATE COMPANY LLC
individually and as successor-in-interest to
CRSS INC.

THE WILLIAM POWELL COMPANY

YORK INTERNATIONAL CORPORATION

ZURN INDUSTRIES, LLC
individually and as successor-in-interest to
ZURN INDUSTRIES, INC.

Defendants.

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PLAINTIFF'S SECOND AMENDED COMPLAINT

NOW COMES Plaintiff, KEITH W. PARK, individually, and as Personal Representative of the Estate of ISABELLA PARK (hereinafter "Plaintiff"), citizen and resident of the State of South Carolina, and sues the named Defendants for compensatory and punitive damages, by and through his attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

1. This action is brought pursuant to the Wrongful Death Act, S.C. Gen. Stat. 15-51-10 *et seq*., for the wrongful death of the Decedent, ISABELLA PARK, on behalf of all persons entitled to recover damages.

2. Plaintiff Isabella Park was diagnosed with mesothelioma caused by exposure to asbestos dust and fibers. This exposure occurred as a result of her husband's work with and around asbestos-containing products, which caused asbestos containing dust to cover his clothing, vehicle and body, which he brought home to Decedent, who was then exposed to said asbestos dust and fibers.

3. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants, or their predecessors in interest, 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.

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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 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 owned and/or controlled the work sites where Decedent Isabella Park's husband, Andrew Park, experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

(a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.

(b) the Premises Defendants invited the Decedent Isabella Park's husband, Andrew Park, as a group leader and senior process engineer on to Defendant's premises to perform construction work for Defendant's benefit. Decedent's husband was an invitee 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 Decedent Isabella Park's mesothelioma.

6. 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 Isabella Park experienced occupational exposure as a result of working with and around others working

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with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the "Design Defendants."

7. 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.

8. Plaintiff's claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and the purchase and use of asbestos-containing products on their premises located in South Carolina, with which Decedent's husband, Andrew Park (deceased), worked, and as a result was exposed to asbestos, which he brought home to Decedent and exposed her to asbestos.

9. 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's husband, Andrew Park, experienced occupational exposure to lethal doses of asbestos, which he brought home to Decedent and exposed her to asbestos, as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.

10. 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 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.

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11. Decedent Isabella Park was exposed to asbestos through asbestos dust and fibers brought home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair, and from the dust being distributed and re-entrained in their home. Her exposure to asbestos dust and fibers occurred through her contact with her husband's work clothing and person when greeting him at the end of his workday, through laundering his work clothing on a regular basis, 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 home.

12. Decedent's cumulative exposure to asbestos as a result of acts and omissions of Defendants and/or their defective products, individually and together, was a substantial factor in causing Decedent Isabella Park's mesothelioma and other related injuries and subsequent death and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

13. Neither Decedent Isabella Park, nor her late husband, were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

14. Decedent's husband Andrew Park 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 husband Andrew Park brought this asbestos home with him, which caused Decedent to be exposed to asbestos.

15. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other

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acquisition resulting in a virtual destruction of Plaintiff's remedies 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 remedies 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	f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
BW/IP INC.	and its wholly-owned subsidiaries
CAPE INTERMEDIATE HOLDINGS LIMITED	f/k/a CAPE INTERMEDIATE HOLDINGS PLC as successor-in-interest to CAPE ASBESTOS COMPANY
CAPE PLC	as successor-in-interest to CAPE ASBESTOS COMPANY
CLARK-RELIANCE COPRORATION	and its JERGUSON GAGE & VALVE division and its JACOBY-TARBOX division
CNA HOLDINGS LLC	f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION as successor in-interest-to FIBER INDUSTRIES, INC.
CRANE INSTRUMENTATION & SAMPLING, INC.	f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.
DANA COMPANIES, LLC	successor-by-merger to DANA CORPORATION

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ELECTRONICALLY FILED - 2023 Sep 01 4:41 PM - RICHLAND - COMMON PLEAS - CASE#2023CP4001759

DEFENDANT	ALTERNATE ENTITY
FLOWSERVE CORPORATION	f/k/a THE DURIRON COMPANY INC.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
FMC CORPORATION	on behalf of its former Peerless Pump business
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HENRY PRATT COMPANY, LLC	a subsidiary of MUELLER CO. LLC
HOK GROUP, INC.	f/k/a HELLMUTH, OBATA AND KASSABAUM, INC. as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE
HONEYWELL INTERNATIONAL, INC.	as successor-in-interest to ALLIED SIGNAL, INC.
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
RILEY POWER INC.	f/k/a RILEY STOKER CORPORATION and D.B. RILEY, INC.
RUST ENGINEERING & CONSTRUCTION INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	f/k/a INVENSYS SYSTEMS, INC.
SPX COOLING TECHNOLOGIES, INC.	as successor-in-interest to MARLEY COOLING TOWERS CO.
VISTRA CORP.	f/k/a VISTRA ENERGY CORP. as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE
VISTRA INTERMEDIATE COMPANY LLC	as successor-in-interest to CRSS INC.

Certified Case: App. 361
EXHIBIT 5

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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DEFENDANT	ALTERNATE ENTITY
ZURN INDUSTRIES, LLC	as successor-in-interest to ZURN INDUSTRIES, INC.

16. 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.

17. 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.

18. As a direct and proximate result of the conduct as alleged within, Decedent Isabella Park suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to her damage in the sum of the amount as the trier of fact determines is proper.

19. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Isabella Park 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's medical treatment is ascertained.

Certified Case: App 362
EXHIBIT 5

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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THE PARTIES

20. Plaintiff Keith W. Park is a current resident of the State of South Carolina. Decedent Isabella Park was exposed to asbestos as a result of her husband Andrew Park's career at various job sites, including but not limited to, locations in South Carolina, Pennsylvania, and Virginia. Decedent was exposed to asbestos through asbestos dust and fibers taken home on her husband, from asbestos dust in his vehicle, asbestos dust on his body including his hair, and from the dust being distributed and re-entrained.

21. Defendant, **ARMSTRONG INTERNATIONAL, INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Armstrong steam traps. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiff's claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of 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, including, but not limited to, 3M masks, 3M safety devices, and other asbestos-containing products. 3M COMPANY is sued as a Product Defendant. Plaintiff's claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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EXHIBIT 5
App. 363

ELECTRONICALLY FILED - 2021 Dec 23 12:58 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4002727
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23. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **BECON CONSTRUCTION COMPANY, INC.**, was and is a Texas corporation with its principal place of business in Texas. At all times material hereto, BECON CONSTRUCTION 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 at numerous jobsites throughout the southeastern United States. BECON CONSTRUCTION COMPANY, INC. is sued as a Product Defendant. BECON CONSTRUCTION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against BECON CONSTRUCTION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

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25. Defendant, **BW/IP INC.** and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Byron Jackson pumps. BW/IP INC. is sued as a Product Defendant. Plaintiff's claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **CAPE INTERMEDIATE HOLDINGS LIMITED**, f/k/a CAPE INTERMEDIATE HOLDINGS PLC, individually and as successor-in-interest to CAPE ASBESTOS COMPANY, was and is a private limited company organized and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its principal place of business in England. At all times material hereto, CAPE INTERMEDIATE HOLDINGS LIMITED mined, manufactured, processed, imported, converted, compounded, supplied, 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 coatings, insulation, and refractory linings. CAPE INTERMEDIATE HOLDINGS LIMITED is sued as a Product Defendant. Plaintiff's claims against CAPE INTERMEDIATE HOLDINGS LIMITED arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **CAPE PLC**, individually and as successor-in-interest to CAPE ASBESTOS COMPANY, was and is a private limited company organized and existing under the laws of the United Kingdom of Great Britain and Northern Ireland, with its principal place of business in England. At all times material hereto, CAPE PLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

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including, but not limited to, asbestos-containing coatings, insulation, and refractory linings. CAPE PLC is sued as a Product Defendant. Plaintiff's claims against CAPE PLC arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **CARBOLINE COMPANY**, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, CARBOLINE 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 coatings. CARBOLINE COMPANY is sued as a Product Defendant. Plaintiff's claims against CARBOLINE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **CARRIER CORPORATION**, was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, CARRIER 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 Carrier Furnaces, Carrier air compressors and HVAC products. CARRIER CORPORATION is sued as a Product Defendant. Plaintiff's claims against CARRIER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which the Decedent's husband Andrew Park was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility a/k/a Fiber

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Industries Inc. in Spartanburg, South Carolina and Greer, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant. Plaintiff's claims against CELANESE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **CLARK-RELIANCE CORPORATION**, and its JERGUSON GAGE & VALVE division and its JACOBY-TARBOX division, was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto, CLARK-RELIANCE 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 Jacoby-Tarbox sight glasses and Jerguson boiler gauge glasses. CLARK-RELIANCE CORPORATION is sued as a Product Defendant. Plaintiff's claims against CLARK-RELIANCE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **CNA HOLDINGS LLC**, f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor-in-interest to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which the Decedent's husband Andrew Park was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries Inc. in Spartanburg, South Carolina and Greer, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant. Plaintiff's claims against CNA HOLDINGS LLC arise out of this Defendant's business activities in the State of South Carolina.

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

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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 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 Decedent's husband Andrew Park and Decedent, 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.

34. Defendant, **CRANE CO.**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE 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, asbestos-containing Crane valves and Deming pumps. CRANE CO. is sued as a Product Defendant. Plaintiff's claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **CRANE INSTRUMENTATION & SAMPLING, INC.** f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC., was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, CRANE INSTRUMENTATION & SAMPLING, 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 Hoke valves. CRANE INSTRUMENTATION

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& SAMPLING, INC. is sued as a Product Defendant. Plaintiff's claims against CRANE INSTRUMENTATION & SAMPLING, INC. arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **DANA COMPANIES, LLC**, successor-by-merger to DANA CORPORATION, was and is a Virginia limited liability company with its principal place of business in Ohio. At all times material hereto, DANA COMPANIES 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. DANA COMPANIES LLC is sued as a Product Defendant. Plaintiff's claims against DANA COMPANIES LLC 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 Decedent's husband Andrew Park and Decedent, 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.

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38. Defendant, **ECODYNE CORPORATION**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ECODYNE 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 Foster Wheeler cooling towers. ECODYNE CORPORATION is sued as a Product Defendant. Plaintiff's claims against ECODYNE CORPORATION 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. FISHER CONTROLS INTERNATIONAL, LLC is sued as a Product Defendant. Plaintiff's claims against FISHER CONTROLS INTERNATIONAL, LLC arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY, INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Durco pumps and valves. FLOWSERVE

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

41. 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 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 Decedent's husband Andrew Park and Decedent, 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.

42. 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 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

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southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, 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.

43. 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 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 Decedent's husband Andrew Park and Decedent, 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.

44. 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 at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES,

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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 Decedent's husband Andrew Park and Decedent, 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.

45. Defendant, **FMC CORPORATION**, on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Peerless pumps. Additionally, at all times material hereto, FMC CORPORATION owned and/or controlled premises at which Decedent's husband, Andrew Park, was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the FMC polymer plant in Lewistown, Pennsylvania. FMC CORPORATION is sued as a Product Defendant and as a Premises Defendant. Plaintiff's claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Foster Wheeler boilers and Foster Wheeler cooling towers. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Plaintiff's

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claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **GARDNER DENVER, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, GARDNER DENVER, 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 Gardner Denver pumps. GARDNER DENVER, INC. is sued as a Product Defendant. Plaintiff's claims against GARDNER DENVER, INC. 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 General Electric turbines. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiff's claims against GENERAL ELECTRIC COMPANY 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 Durabla gaskets. THE GOODYEAR TIRE & RUBBER

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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.

50. Defendant, **GOULDS PUMPS, INCORPORATED**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, GOULDS PUMPS, INCORPORATED mined, manufactured, processed, imported, converted, compounded, supplied, 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 Goulds pumps. GOULDS PUMPS, INCORPORATED is sued as a Product Defendant. Plaintiff's claims against GOULDS PUMPS, INCORPORATED arise out of this Defendant's business activities in the State of South Carolina.

51. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. mined, manufactured, processed, imported, converted, compounded, supplied, 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. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

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52. Defendant, **GRINNELL LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Grinnell boilers and valves. GRINNELL LLC is sued as a Product Defendant. Plaintiff's claims against GRINNELL LLC arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, **HENRY PRATT COMPANY, LLC,** a subsidiary of MUELLER CO. LLC, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, HENRY PRATT COMPANY, LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Pratt valves and Henry Pratt steam valves. HENRY PRATT COMPANY, LLC is sued as a Product Defendant. Plaintiff's claims against HENRY PRATT COMPANY, LLC arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **HOK GROUP, INC.**, f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE, as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, HOK GROUP, 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

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materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. HOK GROUP, INC. is sued as a Product Defendant and a Design Defendant. HOK GROUP, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against HOK GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **HONEYWELL INTERNATIONAL, INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. owned and/or controlled premises at which the Decedent's husband Andrew Park was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Allied Chemical facility in Petersburg, Virginia. HONEYWELL INTERNATIONAL, INC. is sued as a Premises Defendant. Plaintiff's claims against HONEYWELL INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. 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.

57. Defendant, **RILEY POWER INC.** f/k/a RILEY STOKER CORPORATION and D.B. RILEY, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. mined, manufactured,

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processed, imported, converted, compounded, supplied, 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 and Union Iron Works boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiff's claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **ROBERTSHAW CONTROLS COMPANY**, was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, ROBERTSHAW CONTROLS 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 Fulton Sylphon valves. ROBERTSHAW CONTROLS COMPANY is sued as a Product Defendant. Plaintiff's claims against ROBERTSHAW CONTROLS COMPANY arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **RUST ENGINEERING & CONSTRUCTION INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 &

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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 Decedent's husband Andrew Park and Decedent, 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.

60. Defendant, **RUST INTERNATIONAL INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST 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 Decedent's husband Andrew Park and Decedent, 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.

61. Defendant, **SCHNEIDER ELECTRIC SYSTEMS USA, INC.** f/k/a INVENSYS SYSTEMS, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC SYSTEMS USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

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products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves and Fulton Sylphon valves. SCHNEIDER ELECTRIC SYSTEMS USA, INC. is sued as a Product Defendant. Plaintiff's claims against SCHNEIDER ELECTRIC SYSTEMS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

62. 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 Decedent's husband Andrew Park and Decedent, 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.

63. 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 and valves. 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.

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64. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually, and as successor-in-interest to MARLEY COOLING TOWERS CO., was and is a Delaware corporation with its principal place of business in Kansas. At all times material hereto, SPX COOLING TECHNOLOGIES, 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 Marley cooling towers. SPX COOLING TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiff's claims against SPX COOLING TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, 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. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. manufactured, processed, imported, converted,

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compounded, supplied, 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. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **STERLING FLUID SYSTEMS (USA), LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA), LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Peerless pumps. STERLING FLUID SYSTEMS (USA), LLC is sued as a Product Defendant. Plaintiff's claims against STERLING FLUID SYSTEMS (USA), LLC arise out of this Defendant's business activities in the State of South Carolina.

68. 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, asbestos-containing fibers. UNION CARBIDE CORPORATION is sued as a Product Defendant related to

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its Bakelite product(s), as well as supply of raw asbestos fiber under the product name Calidria. Plaintiff's claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **VISTRA CORP.**, f/k/a VISTRA ENERGY CORP., individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, VISTRA CORP. mined, manufactured, processed, imported, converted, compounded, supplied, 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 CORP. is sued as a Product Defendant and a Design Defendant. VISTRA CORP. 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 Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against VISTRA CORP. arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **VISTRA INTERMEDIATE COMPANY LLC**, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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

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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 Decedent's husband Andrew Park and Decedent, to lethal doses of asbestos. Plaintiff's claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, **THE WILLIAM POWELL COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE WILLIAM POWELL COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, 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 Powell valves. THE WILLIAM POWELL COMPANY is sued as a Product Defendant. Plaintiff's claims against THE WILLIAM POWELL COMPANY arise out of this Defendant's business activities in the State of North Carolina.

72. Defendant, **YORK INTERNATIONAL CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 York compressors. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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73. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Zurn boilers, Zurn strainers, and Erie City boilers. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiff's claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

74. Decedent, Isabella Park, was exposed through her husband, Andrew Park, while he worked with and around asbestos-containing equipment in his immediate vicinity at his work sites, the premises of Defendants CELANESE CORPORATION, CNA HOLDINGS LLC, FMC CORPORATION, and HONEYWELL INTERNATIONAL, INC. (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

75. Plaintiff Keith W. Park brings this action for monetary damages as a result of Decedent Isabella Park contracting an asbestos-related disease and subsequently dying as a result.

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76. On or about January 25, 2021, the Decedent, Isabella Park was diagnosed with malignant Mesothelioma. Decedent died as a proximate cause of her asbestos-related disease on or about June 9, 2021.

77. Decedent's mesothelioma was caused by her husband Andrew Park's employment as a group leader, and senior process engineer at various industrial facilities from approximately the mid 1960s through the mid 1980s, in various states including but not limited to South Carolina, Pennsylvania, and Virginia. Decedent's husband 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, boilermakers, welders, mechanics, carpenters, iron workers, insulators, millwrights, and pipefitters, including but not limited to the following sites:

- FMC Corporation – Lewistown, PA
- Allied Chemical Corp. – Petersburg, VA
- Hoechst Celanese a/k/a Fiber Industries, Inc – Spartanburg, SC
- Hoechst Celanese a/k/a Fiber Industries, Inc – Greer, SC

78. While employed at these various jobsites, Decedent's husband Andrew Park 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 Isabella Park to be exposed to said asbestos dust in sufficient amounts as to cause her to develop mesothelioma.

79. Decedent Isabella Park was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's husband Andrew Park's jobsites which she came in contact with off premises by contact with her husband Andrew Park's work clothes, personal possessions and vehicle. Her exposure to asbestos

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dust and fibers occurred through her contact with her husband's work clothing and person when greeting him at the end of his work day, through laundering his work clothing on a regular basis, 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 home.

80. Decedent's 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 Isabella Park's mesothelioma and other related injuries and subsequent death and therefore under South Carolina law, is the legal cause of Decedent's injuries and damages.

81. Decedent Isabella Park and Decedent's late husband were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

82. 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.

83. As a direct and proximate result of the conduct as alleged within, Decedent Isabella Park suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to her damage in the sum of the amount as the trier of fact determines is proper.

84. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Isabella Park 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 Isabella Park's medical treatment is ascertained.

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FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

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

87. 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 Decedent Isabella Park and

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

88. 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 Decedent Isabella Park's mesothelioma and subsequent death, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent Isabella Park'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's husband Andrew Park. 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.

89. 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

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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's husband Andrew Park and Decedent, would use or be in proximity to and exposed to said asbestos fibers.

90. 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's husband Andrew Park and Decedent 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.

91. Decedent's husband Andrew Park and Decedent 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 husband Andrew Park's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint, and resulted in Decedent being exposed at home.

92. Decedent Isabella Park suffered and subsequently died from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent and Decedent's husband Andrew Park were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

93. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent Isabella Park's injuries and subsequent death, and all damages

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thereby sustained by Decedent Isabella Park. Plaintiff therefore seeks all compensatory damages in order to make him whole, according to proof.

94. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent 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 Isabella Park and others similarly situated.

95. 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.”

96. 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

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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.

97. 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.

98. Decedent and Decedent's husband Andrew Park 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 and Decedent's husband Andrew Park or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent Isabella Park, and others similarly situated were exposed.

99. 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

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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.

100. 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:

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

102. Decedent Isabella Park suffered and subsequently died from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

103. The Products Defendants' conduct and defective products as described above were a direct cause of Decedent Isabella Park's injuries and subsequent death, and the injuries and damages thereby sustained by Decedent.

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

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105. 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.

106. Decedent’s husband Andrew Park, and Decedent, 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 Isabella Park’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.

107. 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.

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, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing

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Decedent Isabella Park's mesothelioma and subsequent death, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent Isabella Park'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.

109. 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 Isabella Park herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

110. Decedent and Decedent's husband Andrew Park, 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, Decedent's husband Andrew Park, or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent Isabella Park and others similarly situated were exposed.

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111. Defendants' defective products as described above were a direct cause of Decedent Isabella Park's injuries and subsequent death, and the damages thereby sustained.

112. 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 and Decedent's husband Andrew Park, 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."

113. 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,

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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.

114. 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 Isabella Park 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.

115. 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.

116. 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.

117. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign,

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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:

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

119. 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's husband Andrew Park worked and/or spent time as alleged above.

120. 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's husband Andrew Park was exposed, and as a result Decedent was exposed at home.

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121. Employees handling and disturbing asbestos-containing products in Decedent's husband Andrew Park'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.

122. Employees handling and disturbing asbestos-containing products in Decedent's husband Andrew Park's, Decedent's, 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.

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

124. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent's husband Andrew Park, who would then bring said asbestos home, causing Decedent to inhale those fibers.

125. 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.

126. 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 Isabella Park.

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127. 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's husband Andrew Park that he, and as a result Decedent, was being exposed to asbestos, failed to adequately warn Decedent and Decedent's husband Andrew Park of the harm associated with their exposure to asbestos, and provide them with protection to prevent their inhalation of asbestos.

128. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent's husband Andrew Park, and as a result Decedent.

129. Defendants' employees owed Decedent and Decedent's husband Andrew Park a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause them harm.

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

131. At all times mentioned, Decedent and Decedent's husband Andrew Park 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.

132. As a direct result of the Defendants' employees' conduct, Decedent's husband Andrew Park'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 and death to Decedent Isabella Park and the damages and injuries as complained of herein by Plaintiff.

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133. The risks herein alleged and the resultant damages suffered by the Decedent Isabella Park 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.

134. 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.

FOR A FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premises Owner/Contractor)

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

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

136. Prior to and during all relevant times, the Premises Defendants and/or their "alternate entities" employed workers in areas where Premises Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent's husband Andrew Park worked and/or spent time.

137. At all times herein mentioned, Premises 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.

138. Premises Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products

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were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Decedent's husband Andrew Park and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers, by-standers, and family members including Decedent Isabella Park would be exposed to dangerous asbestos dust beyond the present.

139. 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 Premises 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 Decedent.

140. At all times herein mentioned, Premises Defendants knew or should have known that their employees and bystanders thereto, including Decedent and Decedent's husband Andrew Park, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

141. At all times herein mentioned, Premises Defendants knew or should have known that the asbestos-containing materials encountered by their employees and bystanders thereto including Decedent and Decedent's husband Andrew Park, 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

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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.

142. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto, including Decedent and Decedent's husband Andrew Park, were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

143. At all times herein mentioned, Decedent and Decedent's husband Andrew Park were unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

144. At all times herein mentioned, Premises 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.

145. At all times herein mentioned, Premises Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to their 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 Decedent, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

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

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147. Premises 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 Premises Defendants.

148. Premises Defendants failed to warn their employees and bystanders thereto, including Decedent and Decedent's husband Andrew Park, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

149. As a direct and proximate result of the conduct of Premises 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, Decedent Isabella Park became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Decedent Isabella Park to develop asbestos-related disease mesothelioma and subsequently die, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Negligence Per Se)

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

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

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

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152. 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. Plaintiff is not making any claims under federal law; instead, Plaintiff is simply using the violation of federal standards as proof of liability on his state-law theories. Further, the reference to Federal regulations does not create a federal question. *See* Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

153. The negligence per se of Defendants was a proximate cause of Decedent's injuries.

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

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

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

155. 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.

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(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 of dangers and risks associated with the conditions of the material and work product which was being installed for use by Decedent Isabella Park 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.

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

FOR A SEVENTH CAUSE OF ACTION
(**Negligent Design Services Against Design Defendants**)

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

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

158. Design Defendants owed Decedent 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.

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159. 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.

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

FOR AN EIGHTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

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

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

162. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

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163. The implied warranty made by the Defendants, 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's husband Andrew Park carried out his duties and was inhaled by Decedent Isabella Park through asbestos dust and fibers taken home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair and from the dust being distributed and re-entrained.

164. 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's husband Andrew Park was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently Decedent Isabella Park was exposed to Defendants' asbestos dust and fibers that remained on her husband's clothes, in his vehicle, on his work equipment and on his body, and developed mesothelioma, causing Decedent Isabella Park to suffer all damages attendant thereto.

FOR A NINTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

165. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

166. That during, before and after Decedent'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 and Decedent's husband Andrew Park in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such

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as Decedent. 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.

167. The foregoing representations were material conditions precedent to Decedent's continued exposure to asbestos-containing products. Defendants and/or their "alternate entities", each intended that Decedent and Decedent's husband Andrew Park act upon the representations by continuing Decedent's late husband's work around, and thereby exposure to, the asbestos products. Decedent and Decedent's husband Andrew Park were ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

168. As a direct and proximate result Decedent and Decedent's husband Andrew Park's reliance upon Defendants' false representations, Decedent suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION
(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

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

169. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

170. 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.

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171. 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.

172. 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.

173. 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 Decedent and Decedent's husband Andrew Park were exposed to asbestos dust which resulted in Decedent Isabella Park'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 Decedent herein.

174. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Decedent Isabella Park was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous

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asbestos-containing products by such manufacturers which proximately caused Decedent Isabella Park's illness and subsequent death.

175. 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.

176. Decedent Isabella Park 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.

177. 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 Decedent Isabella Park from asbestos exposure was increased, and (ii) Decedent suffered the injuries described herein.

178. 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 Decedent.

179. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Decedent and Decedent's husband Andrew Park was caused to remain ignorant of all the dangers of asbestos resulting in Decedent, Decedent's husband, his co-workers, their family, and the general public to be unaware of the true and full dangers of asbestos, depriving Decedent

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and Decedent's husband Andrew Park of the opportunity to decide for themselves whether they wanted to take the risk of being exposed to asbestos, denied Decedent and Decedent's husband Andrew Park the opportunity to take precautions against the dangers of asbestos and proximately caused Decedent's damages herein.

180. During the relevant time period the Decedent and Decedent's husband Andrew Park 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 Johns Manville and/or Raybestos/Raymark.

181. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engaged in a conspiracy or concert of action to inflict injury on the Decedent Isabella Park, 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 Decedent Isabella Park in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

(a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.

(b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that

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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 Decedent.

(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

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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 Decedent 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 Decedent of the dangers to which she 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 Decedent 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,

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incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

182. Decedent and Decedent's husband Andrew Park 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.

183. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Decedent and Decedent's husband Andrew Park were deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought 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 Decedent Isabella Park was damaged.

FOR AN ELEVENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For an Eleventh Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

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

185. Plaintiff brings this cause of action for Isabella Park's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Keith W. Park, as the son of Decedent, and on behalf of the heirs of Isabella Park, as defined by S.C. Code § 15-51-20.

186. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Isabella Park died on June 9, 2021, and her heirs

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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 her companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of herself and her 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 A TWELFTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For a Twelfth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Alleges as Follows:

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

188. Plaintiff, Keith W. Park, the son of Decedent Isabella Park and the Personal Representative of the Estate of Isabella Park, deceased, brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

189. Plaintiff brings this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to her untimely death, as well as for the mental distress of Decedent due to knowledge of her impending death from her incurable disease.

190. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent Isabella Park endured conscious pain, suffering, mental anguish and distress until her 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.

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PRAYER FOR RELIEF

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

1. For 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 pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heir, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of Decedent's companionship and deprivation of the use and comfort of her experience, knowledge and judgment in managing the affairs of herself and her beneficiaries;

4. For punitive damages according to proof;

5. For Plaintiff's 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);

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.

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A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
KASSEL MCVEY ATTORNEYS AT LAW
1330 Laurel Street
Post Office Box 1476
Columbia, South Carolina 29202-1476
T: 803-256-4242
F: 803-256-1952
tmcvey@kassellaw.com
jrutkoski@kassellaw.com
Other email: emoultrie@kassellaw.com

and

Jordan Blumenfeld-James (CA Bar No. 235185)
(To be admitted *Pro Hac Vice*)
DEAN OMAR BRANHAM SHIRLEY, LLP
302 N. Market Street, Suite 300
Dallas, TX 75202
T: 214-722-5990
F: 214-722-5991
jbj@dobslegal.com
Other email: jjohnson@dobslegal.com

ATTORNEYS FOR PLAINTIFF

December 17, 2021
Columbia, South Carolina.

Certified as True and Correct
EXHIBIT 5

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Park, Isabella R (MRN 00851235)

Surgical

Order: 122725682

Status: Final result Visible to patient: No (scheduled for 1/29/2021 8:35 AM)

Narrative

Performed by: HPL

SPARTANBURG REGIONAL HEALTHCARE SYSTEM
SURGICAL PATHOLOGY REPORT

PATIENT:	PARK, ISABELLA R	ACCESSION NO:	S21-00721
MRN/SEX:	S000928548 F	ENCOUNTER:	100051117762
DOB:		COLLECTED:	19 JAN 2021
LOCATION:	SURGERY/RECOVERY SMC	RECEIVED:	19 JAN 2021
PHYSICIAN:	ROUSSEAU, C. JASON	SIGNED OUT:	25 JAN 2021

DIAGNOSIS
A. PLEURA, LEFT, BIOPSY:
- EPITHELIOID MESOTHELIOMA, WELL DIFFERENTIATED.

B. PLEURA, LEFT, BIOPSIES:
- EPITHELIOID MESOTHELIOMA, WELL DIFFERENTIATED.

Electronically Signed 01/25/2021 8:34 AM
WILLIAM W. MIMS MD

Clinical history
Pre-operative diagnosis: Pericardial effusion
History of malignancy: History of malignancy without neoadjuvant therapy
Clinical history details: Hx of colon cancer

Specimen(s)
A. Pleura, left, biopsy
B. Pleura, left, biopsy

Microscopic description
B. IMMUNOSTAINS / SPECIAL STAINS
- CK 5/6: POSITIVE
- Calretinin: POSITIVE
- WT-1: POSITIVE
- TTF-1: NEGATIVE
- CLAUDIN 4: NEGATIVE

Based on initial morphologic findings and clinical history, stains were evaluated in order to establish the diagnosis.

Positive and negative controls (including internal controls as applicable) were reviewed and stained appropriately.

The technical portion of the following immunostain(s) was performed at Celligent Diagnostics, Charlotte, NC: CLAUDIN 4

Frozen section diagnosis:
A. MALIGNANT. --A. W. CAMPBELL, MD

EXHIBIT 5

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Jersey Financial Services Commission

CAPE PLC

Registration Number: 108031
Type: Registered Company Public
Status: Active
Registered on: 19/04/2011
Year End: 31-Aug
Registered Office: 1st Floor Osprey House, 5-6 Old Street, St. Helier, St. Helier, JE2 3RG, Jersey

Certificate of good standing

£39.00 ☐

£72.00 ☐

£121.00 ☐

Entity Profile

£0.00 ☐

£72.00 ☐

£121.00 ☐

Add selected

Total documents available (28)

Company Annual Accounts 2023

09/06/2023

£0.00 ☐

£39.00 ☐

£110.00 ☐

Company Annual Accounts 2022

08/06/2022

£0.00

£39.00

£110.00

Company Annual Accounts 2022

08/06/2022

£0.00

£39.00

£110.00

Special Resolution

30/04/2021

£0.00

£39.00

£110.00

Annual Return

26/02/2020

£0.00

£39.00

£110.00

Annual Return

08/02/2019

£0.00

£39.00

£110.00

Annual Return

27/02/2018

£0.00

£39.00

£110.00

Special Resolution

15/05/2017

£0.00

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£39.00 ☐

£110.00 ☐

Annual Return

30/03/2017

£0.00 ☐

£39.00 ☐

£110.00 ☐

Special Resolution

27/05/2016

£0.00 ☐

£39.00 ☐

£110.00 ☐

Special Resolution

20/05/2016

£0.00 ☐

£39.00 ☐

£110.00 ☐

Special Resolution

20/05/2016

£0.00 ☐

£39.00 ☐

£110.00 ☐

Special Resolution

20/05/2016

£0.00 ☐

£39.00 ☐

£110.00 ☐

Annual Return

24/02/2016

£0.00 ☐

£39.00 ☐

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£110.00

Annual Return

13/02/2015

£0.00

£39.00

£110.00

Annual Return

28/02/2014

£0.00

£39.00

£110.00

Special Resolution

16/05/2013

£0.00

£39.00

£110.00

Annual Return

27/02/2013

£0.00

£39.00

£110.00

Annual Return

28/02/2012

£0.00

£39.00

£110.00

Special Resolution

05/10/2011

£0.00

£39.00

£110.00

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Capital Reduction and Minute

01/07/2011

£0.00 ☐

£39.00 ☐

£110.00 ☐

Capital Reduction and Minute

30/06/2011

£0.00 ☐

£39.00 ☐

£110.00 ☐

Public Company Prospectus

24/05/2011

£0.00 ☐

£39.00 ☐

£110.00 ☐

Special Resolution

19/05/2011

£0.00 ☐

£39.00 ☐

£110.00 ☐

Public Company Prospectus

16/05/2011

£0.00 ☐

£39.00 ☐

£110.00 ☐

Add selected documents

< 1 2 >

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
	)	**FOR THE FIFTH JUDICIAL CIRCUIT**
	)	
IN RE: SOUTH CAROLINA ASBESTOS LITIGATION	)	**ASBESTOS TRIAL DOCKETING ORDER AS OF December 1, 2021**

DOCKETING ORDER

This Order is designed to set forth trial dates from February 2022 through December 2022.

The trial settings are as follows:

FEBRUARY 14, 2022 (previously ordered but modified)
Bunsen Formy-Duval by Rita Gore-Charleston County 2018-CP-10-01016-deceased mesothelioma

Henry Cessna by Clarence Cessna-Charleston County 2018-CP-10-05113-deceased lung cancer

James Dunbar-Richland County 2020-CP-40-04911-living mesothelioma

Lubert White by Linda White-Richland County 2019-CP-40-02858-deceased mesothelioma

Robert Aspray by Ophelia Aspray Davis-Richland County 2019-CP-40-04667-deceased mesothelioma

Edward Morgan-Richland County 2020-CP-40-05731-living lung cancer

APRIL 18, 2022
Jerry Campbell-Richland County 2021-CP-40-02286-living mesothelioma

Stephen Horton-Richland County 2020-CP-40-05526-living lung cancer

Waymon Sims by Eunice Sims-Richland County 2020-CP-40-05935-deceased lung cancer

Billy Horne by Julie Horne-Richland County 2021-CP-40-01821-deceased mesothelioma

Bobby Warren by Cynthia Warren-Charleston County 2018-CP-10-05817-deceased mesothelioma

Mary McBrayer by Angela Hood-Charleston County 2020-CP-10-03946-deceased mesothelioma

EXHIBIT 7

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JUNE 20, 2022
Wilbur Wilson-Richland County 2021-CP-40-02119-deceased mesothelioma

Steven Hoyle Bostian-Richland County 2021-CP-40-04877-living mesothelioma

Isabella Park (d)-Richland County 2021-CP-40-02727-deceased mesothelioma

Galen Garren-Richland County 2021-CP-40-02703-living lung cancer

AUGUST 29, 2021
Tommy Wannamaker-Orangeburg County 2021-CP-38-00240-deceased mesothelioma

Charles Shipman by Anna Marie Pritchett-Richland County 2021-CP-40-03415-deceased mesothelioma

Jack Taylor-Richland County 2020-CP-40-06134-deceased lung cancer

James Kennon by Susan McCarty-Richland County 2021-CP-40-03955-deceased lung cancer

Vonnie Agner by Tommy Agner-Richland County 2021-CP-40-05068- deceased mesothelioma

OCTOBER 24, 2022
Curtis Bolton-Spartanburg County 2021-CP-42-02480-living mesothelioma

Jerry Kirkland by Rebecca Kirkland-Spartanburg County 2021-CP-42-02770-deceased mesothelioma

DECEMBER 5, 2022

Dorothy Goodwin by Joe Goodwin-Richland County 2020-CP-40-04613-deceased peritoneal mesothelioma

Open Block for newly filed cases

EXHIBIT 7

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STATE OF SOUTH CAROLINA	)	**IN THE COURT OF COMMON PLEAS**
	)	
COUNTY OF RICHLAND	)	**FOR THE FIFTH JUDICIAL CIRCUIT**
Isabella Park,	)	**C/A No.: 2021-CP-40-02727**
	)	
Plaintiffs,	)	
	)	
v.	)	**DOCKETING ORDER**
	)	
Armstrong International, Inc., et al.,	)	
	)	
Defendants.	)	
	)	

By Order of the South Carolina Supreme Court dated May 28, 2019, the undersigned was appointed to serve as the Chief Judge for Administrative Purposes over all asbestosis and asbestos litigation filed within the South Carolina state court system, which includes the issuance of scheduling orders and scheduling cases for trial. The instant matter is an asbestos litigation case pending in Richland County, South Carolina.

IT IS HEREBY ORDERED that this case shall begin trial in the Court of the Common Pleas, Richland County, South Carolina beginning on June 20, 2022.

AND IT IS SO ORDERED.

[Signature appears on the following page.]

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Richland Common Pleas

Case Caption: Isabella Park vs Armstrong International Inc , defendant, et al

Case Number: 2021CP4002727

Type: Order/Scheduling Order

So Ordered

Jean H. Toal

EXHIBIT 7

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From: Theile McVey <tmcvey@kassellaw.com>
Sent: Friday, June 3, 2022 8:24 AM
To: Weeks, Maya J.; Devon Martinez-Rector; Ben Braly; Jason Johnson; Melissa Varela; Elizabeth Moultrie; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; Ashley Lord; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; ccollier@hpylaw.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; djones@richardsonplowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; Mark.phillips@nelsonmullins.com; David.traylor@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Mitch.brown@nelsonmullins.com; Matt.bogan@nelsonmullins.com; Nick.charles@nelsonmullins.com; O'Neill, Elizabeth; McLeod, Yancey; Carroll, Todd; Baker, Charles; Sullivan, Kimberly; WBD.SCASBESTOS; ashley.brathwaite@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; KLGates_SC_Asbestos@klgates.com; skozick@kernodlelaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; angela.strickland@bowmanandbrooke.com; Brianna.arnone@bowmanandbrooke.com; Ashley.Lord@bowmanandbrooke.com; Kim.Rothrock@bowmanandbrooke.com; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; Chris.Collier@lewisbrisbois.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; MWhite@RichardsonPlowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; tdougall@dougallfirm.com; wcollins@dougallfirm.com; mkalwajtys@dougallfirm.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; kpredersoli@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; jlaffitte@gwblawfirm.com; ctowers@gwblawfirm.com; amillerosborne@gwblawfirm.com; jdedman@gwblawfirm.com; ejones@gwblawfirm.com; pholland@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; mitch.brown@nelsonmullins.com; matt.bogan@nelsonmullins.com; nick.charles@nelsonmullins.com; jenny.jordan@nelsonmullins.com; erika.fedelini@nelsonmullins.com; jack.slosson@nelsonmullins.com; O'Neill, Elizabeth; McLeod, Yancey; Carroll, Todd; Baker, Charles; WBD.SCASBESTOS; Wells, Sarah; Robusto, Matt; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; joe.hammond@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; Kim.Taylor@klgates.com; skozick@kernodlelaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; bchubb@mcguirewoods.com; edimond@mcguirewoods.com; ckiger@smithlaw.com; aries@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; BLaffitte@robinsongray.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com;

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To: daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; Robin S. Spitz; kristinhoward@piercesloan.com; billysweeny@piercesloan.com; awilkinson@grsm.com; sguerriere@grsm.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; peteb@rplfirm.com; mtrifos@rplfirm.com; Rebecca.roser@santeecooper.com; Megan.driggers@santeecooper.com; jmtechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; jnelson@dmclaw.com; mpritt@dmclaw.com; bprice@dmclaw.com; kmiller@dmclaw.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; bbraly@dobslegal.com; Elizabeth Moultrie; Jamie Rutkoski; drector@dobslegal.com; mvarela@dobslegal.com; Jason Johnson; Elizabeth Moultrie; jbj@dobslegal.com; Jason Johnson; cweeks@dobslegal.com; sgflynn@foxrothschild.com; ncherry@foxrothschild.com; Atwilley@foxrothschild.com; dcarnes@foxrothschild.com; kkolb@foxrothschild.com; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; jschulz@bradley.com; mgriffin@bradley.com; wac@roecassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@WhiteandWilliams.com; bi@maronmarvel.com; focel@maronmarvel.com; spugh@richardsonplowden.com; jthoensen@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; cberthelsen@richardsonplowden.com; cmcqueen@richardsonplowden.com; robert.meriwether@nelsonmullins.com; david.traylor@nelsonmullins.com; jase.glenn@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; jmtechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; ashley.brathwaite@elliswinters.com; linda.jones@elliswinters.com; sarah.kaufman@elliswinters.com; Covilparalegal@elliswinters.com; Tara.sullivan@klgates.com; Ken.doele@klgates.com; Gwyn.Martin@klgates.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; rgr@rplegalgroup.com; Lindsay@rplegalgroup.com; jonathan.paul@klgates.com; klgatesasbestos@klgates.com; Michael.ross@klgates.com; KLGates_SC_Asbestos@klgates.com; fitzpatrick@wtotrial.com; nadolink@wtotrial.com; skozick@kernodlelaw.com; asessoms@kernodlelaw.com; Wells, Sarah; O'Neill, Elizabeth; Sullivan, Kimberly; Rubenstein, Rosa; Wallace, Julie; WBD.SCASBESTOS; Carroll, Todd; todd.mathis@wbd-us.com; Adam.setzer@wbd-us.com; kelly.jones@wbd-us.com; john.hawk@wbd-us.com; Alderman, Jade; michele.miller@wbd-us.com; ryan.gilsenan@wbd-us.com; Bogle, Michael; Wyman, Jason; Thomas.cull@wbd-us.com; Church, Susan; Lehman-Wooten, Deborah; yvonne.fortner@wbd-us.com; Sullivan, Michael; Baker, Charles; preid@vonbriesen.com; rlindley@vonbriesen.com; tdahms@vonbriesen.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; Mark.wall@walltempleton.com; Sarah.Schrodetzki@WallTempleton.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; rowens@robinsongray.com; jlay@gwblawfirm.com; pholland@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; bb@rplegalgroup.com; jwhite@spartanlaw.com; mshisko@spartanlaw.com; glynch@spartanlaw.com; Ageddes@nexsenpruet.com; Awaring@nexsenpruet.com; Trey Pierce III; Kristin Howard; James Kennedy; Elizabeth Taylor; Daniel F. Lynch; Carl Pierce; Ben Smoot; Will Early; Robin S. Spitz; Barbie Chinnis; twilke@flintlaw.com; robert.meriwether@nelsonmullins.com; mark.phillips@nelsonmullins.com; jase.glenn@nelsonmullins.com; O'Neill, Elizabeth; WBD.SCASBESTOS; spugh@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; Tara.Sullivan@klgates.com; ken.doele@klgates.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; vrawl@grsm.com; bbihun@grsm.com; rhuenefeld@ewhlaw.com; asrogers@ewhlaw.com; jmtechman@ewhlaw.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Jo.lyons@nelsonmullins.com; sturner@hsblawfirm.com; CMcQueen@RichardsonPlowden.com;

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To: DJones@RichardsonPlowden.com; Sullivan, Kimberly; Rubenstein, Rosa; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Ashley.Brathwaite@elliswinters.com; covilparalegal@elliswinters.com; Elizabeth Moultrie; Liberty Moultrie; Sullivan, Kimberly; Rubenstein, Rosa; WBD.SCASBESTOS; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Angel Goodman; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; Ryan@milliganlawfirm.com; jmtechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; O'Neill, Elizabeth; WBD.SCASBESTOS; McLeod, Yancey; Sullivan, Kimberly; Baker, Charles; Carroll, Todd; Wells, Sarah; Robusto, Matt; rlindley@vonbriesen.com; preid@vonbriesen.com; tdahms@vonbriesen.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; DBurkoff@HunterMaclean.com; nlaybourn@huntermaclean.com; psmith@huntermaclean.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; ctowers@gwblawfirm.com; BI@maronmarvel.com; CLA@maronmarvel.com; FOcel@maronmarvel.com; kln@maronmarvel.com; AGeddes@nexsenpruet.com; CKeibler@nexsenpruet.com; AWaring@nexsenpruet.com; cshoun@nexsenpruet.com; aaustin@nexsenpruet.com; mtrevino@nexsenpruet.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com; daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; robinspitz@piercesloan.com; kristinhoward@piercesloan.com; qjones@grsm.com; bbond@grsm.com; mwiarda@grsm.com; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; Scottie.Lee@elliswinters.com; CovilParalegal@elliswinters.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; edimond@mcguirewoods.com; aries@smithlaw.com; aserrat@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; mtodd@robinsongray.com; ltraywick@robinsongray.com; Blaffitte@robinsongray.com; smcconnell@robinsongray.com; eshofner@hpylaw.com; rwarren@hpylaw.com; dbrockman@hpylaw.com; mhoffman@hpylaw.com; jdoxey@hpylaw.com; Chris.Collier@lewisbrisbois.com; Sheneka.Lodenquai@lewisbrisbois.com; Bogle, Michael; Wyman, Jason; WBD.SCASBESTOS; Lehman-Wooten, Deborah; Church, Susan; jdavis@ycrlaw.com; mriddle@ycrlaw.com; tgandy@ycrlaw.com; mbates@ycrlaw.com; jean.folsom@formanwatkins.com; Mary.Abdalla@formanwatkins.com; Chelsea.Lewis@formanwatkins.com; Peggy.Haralson@formanwatkins.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; jonathanhall@parkerpoe.com; tinarouth@parkerpoe.com; kellygouin@parkerpoe.com; jennamcgee@parkerpoe.com; O'Neill, Elizabeth; Carroll, Todd; WBD.SCASBESTOS; mforshaw@stblaw.com; afrankel@stblaw.com; awilkinson@grsm.com; sguerriere@grsm.com; willearly@piercesloan.com; robinspitz@piercesloan.com; billysweeny@piercesloan.com; kmiller@DMCLaw.com; mpritt@dmclaw.com; BPrice@dmclaw.com; Jessica.prosperi@huschblackwell.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; rgross@dobslegal.com; Elizabeth Moultrie; Jamie Rutkoski; mwilliams@dobslegal.com

Subject: RE: June Pretrial Hearing

Attachments: Proposed Agenda for Motions Hearing for June 2022 Block.docx

Certified Copy Appx 431

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Chief Justice Toal: This morning we are delivering to you and Maya notebooks for the hearing on Monday, June 6th. The notebooks contain the motions for summary judgment and responses, the Plaintiffs'
External (tmcvey@kassellaw.com<mailto:tmcvey@kassellaw.com>)

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Chief Justice Toal:

This morning we are delivering to you and Maya notebooks for the hearing on Monday, June 6th. The notebooks contain the motions for summary judgment and responses, the Plaintiffs' motions in limine and the Nash motion. By way of update, the Park and Garren cases have both fully resolved. The remaining Defendants in Wannamaker and Wilson are listed below. I am also attaching a proposed agenda. Please let me know if you have any questions or concerns. Best, Theile

1. Wannamaker

   * Ethyl
   * Santee Cooper (South Carolina Public Service Authority)

1. Wilson
   * Research Cottrell
   * Whittaker, Clark & Daniel

Theile McVey
Kassel McVey
Post Office Box 1476
1330 Laurel Street
Columbia, South Carolina 29202
803.256.4242
tmcvey@kassellaw.com<mailto:tmcvey@kassellaw.com>
www.kasselmcvey.com<https://urldefense.com/v3/__http://www.kasselmcvey.com__;!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs80o39qY$>

From: Weeks, Maya J. <mweeks@sccourts.org>
Sent: Friday, May 13, 2022 9:43 AM
To: Devon Martinez-Rector <drector@dobslegal.com>; Ben Braly <bbraly@dobslegal.com>; Jason Johnson <jjohnson@dobslegal.com>; Melissa Varela <mvarela@dobslegal.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; Ashley Lord <Ashley.Lord@bowmanandbrooke.com>; wac@roecassidy.com; Dmoore@RoeCassidy.com;

vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; ccollier@hpylaw.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; djones@richardsonplowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; Mark.phillips@nelsonmullins.com; David.traylor@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Mitch.brown@nelsonmullins.com; Matt.bogan@nelsonmullins.com; Nick.charles@nelsonmullins.com; Elizabeth.ONeill@wbd-us.com; Yancey.McLeod@wbd-us.com; todd.carroll@wbd-us.com; Chuck.Baker@wbd-us.com; Kimberly.sullivan@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; ashley.brathwaite@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; KLGates_SC_Asbestos@klgates.com; skozick@kernodlelaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; angela.strickland@bowmanandbrooke.com; Brianna.arnone@bowmanandbrooke.com; Ashley.Lord@bowmanandbrooke.com; Kim.Rothrock@bowmanandbrooke.com; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; Chris.Collier@lewisbrisbois.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; MWhite@RichardsonPlowden.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; tdougall@dougallfirm.com; wcollins@dougallfirm.com; mkalwajtys@dougallfirm.com; JLee@rshc-law.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; kpredersoli@gwblawfirm.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; jlaffitte@gwblawfirm.com; ctowers@gwblawfirm.com; amillerosborne@gwblawfirm.com; jdedman@gwblawfirm.com; ejones@gwblawfirm.com; pholland@gwblawfirm.com; Robert.meriwether@nelsonmullins.com; Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; mitch.brown@nelsonmullins.com; matt.bogan@nelsonmullins.com; nick.charles@nelsonmullins.com; jenny.jordan@nelsonmullins.com; erika.fedelini@nelsonmullins.com; jack.slosson@nelsonmullins.com; Elizabeth.ONeill@wbd-us.com; Yancey.McLeod@wbd-us.com; todd.carroll@wbd-us.com; Chuck.Baker@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; sarah.wells@wbd-us.com; Matt.Robusto@wbd-us.com; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; joe.hammond@elliswinters.com; CovilParalegal@elliswinters.com; Tara.Sullivan@klgates.com; Kim.Taylor@klgates.com; skozick@kernodlelaw.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; bchubb@mcguirewoods.com; edimond@mcguirewoods.com; ckiger@smithlaw.com; aries@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; BLaffitte@robinsongray.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com; daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; Robin S. Spitz <robinspitz@piercesloan.com>; kristinhoward@piercesloan.com; billysweeny@piercesloan.com; awilkinson@grsm.com; sguerriere@grsm.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; peteb@rplfirm.com; mtrifos@rplfirm.com; Rebecca.roser@santeecooper.com; Megan.driggers@santeecooper.com; jmtechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; jnelson@dmclaw.com; mpritt@dmclaw.com; bprice@dmclaw.com; kmiller@dmclaw.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; bbraly@dobslegal.com; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; Jamie Rutkoski <jrutkoski@kassellaw.com>; drector@dobslegal.com; mvarela@dobslegal.com; Jason Johnson <jjohnson@dobslegal.com>; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; jbj@dobslegal.com; jjohnson@dobslegal.com; cweeks@dobslegal.com;

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sgflynn@foxrothschild.com; ncherry@foxrothschild.com; Atwilley@foxrothschild.com; dcarnes@foxrothschild.com; kkolb@foxrothschild.com; angela.strickland@bowmanandbrooke.com; Brianna.Arnone@bowmanandbrooke.com; jschulz@bradley.com; mgriffin@bradley.com; wac@roecassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@WhiteandWilliams.com; bi@maronmarvel.com; focel@maronmarvel.com; spugh@richardsonplowden.com; jthoensen@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; cberthelsen@richardsonplowden.com; cmcqueen@richardsonplowden.com; robert.meriwether@nelsonmullins.com; david.traylor@nelsonmullins.com; jase.glenn@nelsonmullins.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; jmtechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; ashley.brathwaite@elliswinters.com; linda.jones@elliswinters.com; sarah.kaufman@elliswinters.com; Covilparalegal@elliswinters.com; Tara.sullivan@klgates.com; Ken.doele@klgates.com; Gwyn.Martin@klgates.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; rgr@rplegalgroup.com; Lindsay@rplegalgroup.com; jonathan.paul@klgates.com; klgatesasbestos@klgates.com; Michael.ross@klgates.com; KLGates_SC_Asbestos@klgates.com; fitzpatrick@wtotrial.com; nadolink@wtotrial.com; skozick@kernodlelaw.com; asessoms@kernodlelaw.com; Sarah.wells@wbd-us.com; Elizabeth.oneill@wbd-us.com; Kimberly.sullivan@wbd-us.com; Rosa.Rubenstein@wbd-us.com; Julie.Wallace@wbd-us.com; WBD.SCASBESTOS@WBD-US.com; Todd.carroll@wbd-us.com; todd.mathis@wbd-us.com; Adam.setzer@wbd-us.com; kelly.jones@wbd-us.com; john.hawk@wbd-us.com; jade.alderman@wbd-us.com; michele.miller@wbd-us.com; ryan.gilsenan@wbd-us.com; michael.bogle@wbd-us.com; Jason.Wyman@wbd-us.com; Thomas.cull@wbd-us.com; Susan.church@wbd-us.com; Deborah.lehman-wooten@wbd-us.com; yvonne.fortner@wbd-us.com; Michael.sullivan@wbd-us.com; Chuck.baker@wbd-us.com; preid@vonbriesen.com; rlindley@vonbriesen.com; tdahms@vonbriesen.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; Mark.wall@walltempleton.com; Sarah.Schrodetzki@WallTempleton.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; rowens@robinsongray.com; jlay@gwblawfirm.com; pholland@gwblawfirm.com; rtate@gwblawfirm.com; ctowers@gwblawfirm.com; bb@rplegalgroup.com; jwhite@spartanlaw.com; mshisko@spartanlaw.com; glynch@spartanlaw.com; Ageddes@nexsenpruet.com; Awaring@nexsenpruet.com; Trey Pierce III <treypierce@piercesloan.com>; Kristin Howard <kristinhoward@piercesloan.com>; James Kennedy <jameskennedy@piercesloan.com>; Elizabeth Taylor <elizabethtaylor@piercesloan.com>; Daniel F. Lynch <daniellynch@piercesloan.com>; Carl Pierce <carlpierce@piercesloan.com>; Ben Smoot <bensmoot@piercesloan.com>; Will Early <willearly@piercesloan.com>; Robin S. Spitz <robinspitz@piercesloan.com>; Barbie Chinnis <barbiechinnis@piercesloan.com>; twilke@flintlaw.com; robert.meriwether@nelsonmullins.com; mark.phillips@nelsonmullins.com; jase.glenn@nelsonmullins.com; elizabeth.oneill@wbd-us.com; wbd.scasbestos@wbd-us.com; spugh@richardsonplowden.com; wharte@richardsonplowden.com; mwhite@richardsonplowden.com; Tara.Sullivan@klgates.com; ken.doele@klgates.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; vrawl@grsm.com; bbihun@grsm.com; rhuenefeld@ewhlaw.com; asrogers@ewhlaw.com; jmtechman@ewhlaw.com; Susan.collings@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Jo.lyons@nelsonmullins.com; sturner@hsblawfirm.com; CMcQueen@RichardsonPlowden.com; DJones@RichardsonPlowden.com; Kimberly.Sullivan@wbd-us.com; rosa.rubenstein@wbd-us.com; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Ashley.Brathwaite@elliswinters.com; covilparalegal@elliswinters.com; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; Liberty Moultrie <lmoultrie@kassellaw.com>; Kimberly.sullivan@wbd-us.com; Rosa.rubenstein@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; preid@vonbriesen.com; tdahms@vonbriesen.com; rlindley@vonbriesen.com; Angel Goodman <angel@flintlaw.com>; wac@roecassidy.com; Dmoore@RoeCassidy.com; vsheets@roecassidy.com; SingewaldC@WhiteandWilliams.com; Ryanh@whiteandwilliams.com; louis@milliganlawfirm.com; Jackie@milliganlawfirm.com; Ryan@milliganlawfirm.com; jmtechman@ewhlaw.com; asrogers@ewhlaw.com; plsisk@ewhlaw.com; PAMcGrath@ewhlaw.com; Elizabeth.ONeill@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; yancey.mcleod@wbd-us.com; Kimberly.Sullivan@wbd-us.com; Chuck.Baker@wbd-us.com; todd.carroll@wbd-us.com; sarah.wells@wbd-us.com; Matt.Robusto@wbd-us.com; rlindley@vonbriesen.com; preid@vonbriesen.com; tdahms@vonbriesen.com; spugh@richardsonplowden.com; CMcQueen@RichardsonPlowden.com; jthoensen@RichardsonPlowden.com; DBurkoff@HunterMaclean.com; nlaybourn@huntermaclean.com; psmith@huntermaclean.com; Robert.meriwether@nelsonmullins.com;

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Jase.glenn@nelsonmullins.com; David.traylor@nelsonmullins.com; Mark.phillips@nelsonmullins.com; Deirdre.mccool@nelsonmullins.com; Susan.collings@nelsonmullins.com; Kelli.eargle@nelsonmullins.com; Trish.koester@nelsonmullins.com; Carolyn.blackwell@nelsonmullins.com; Linda.wilson@nelsonmullins.com; Jo.lyons@nelsonmullins.com; TPeck@foxrothschild.com; sgflynn@foxrothschild.com; Ncherry@foxrothschild.com; Dcarnes@foxrothschild.com; kkolb@foxrothschild.com; atwilley@foxrothschild.com; dwhite@gwblawfirm.com; rtate@gwblawfirm.com; drheney@gwblawfirm.com; wmaurides@gwblawfirm.com; ctowers@gwblawfirm.com; BI@maronmarvel.com; CLA@maronmarvel.com; FOcel@maronmarvel.com; kln@maronmarvel.com; AGeddes@nexsenpruet.com; CKeibler@nexsenpruet.com; AWaring@nexsenpruet.com; cshoun@nexsenpruet.com; aaustin@nexsenpruet.com; mtrevino@nexsenpruet.com; carlpierce@piercesloan.com; pattiwilliams@piercesloan.com; bensmoot@piercesloan.com; carsonparker@piercesloan.com; Jameskennedy@piercesloan.com; elizabethtaylor@piercesloan.com; daniellynch@piercesloan.com; treypierce@piercesloan.com; willearly@piercesloan.com; robinspitz@piercesloan.com; kristinhoward@piercesloan.com; qjones@grsm.com; bbond@grsm.com; mwiarda@grsm.com; leslie.packer@elliswinters.com; ashley.brathwaite@elliswinters.com; curtis.shipley@elliswinters.com; Scottie.Lee@elliswinters.com; CovilParalegal@elliswinters.com; mmcdonald@hsblawfirm.com; dconner@hsblawfirm.com; sfrick@hsblawfirm.com; tfreedle@hsblawfirm.com; sturner@hsblawfirm.com; cshytle@mcguirewoods.com; edimond@mcguirewoods.com; aries@smithlaw.com; aserrat@smithlaw.com; cbona@smithlaw.com; mmontgomery@robinsongray.com; rhutchens@robinsongray.com; mtodd@robinsongray.com; ltraywick@robinsongray.com; Blaffitte@robinsongray.com; smcconnell@robinsongray.com; eshofner@hpylaw.com; rwarren@hpylaw.com; dbrockman@hpylaw.com; mhoffman@hpylaw.com; jdoxey@hpylaw.com; Chris.Collier@lewisbrisbois.com; Sheneka.Lodenquai@lewisbrisbois.com; michael.bogle@wbd-us.com; Jason.wyman@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; Deborah.Lehman-Wooten@wbd-us.com; Susan.Church@wbd-us.com; jdavis@ycrlaw.com; mriddle@ycrlaw.com; tgandy@ycrlaw.com; mbates@ycrlaw.com; jean.folsom@formanwatkins.com; Mary.Abdalla@formanwatkins.com; Chelsea.Lewis@formanwatkins.com; Peggy.Haralson@formanwatkins.com; astein@hedrickgardner.com; arorie@hedrickgardner.com; vdistaso@hedrickgardner.com; jonathanhall@parkerpoe.com; tinarouth@parkerpoe.com; kellygouin@parkerpoe.com; jennamcgee@parkerpoe.com; Elizabeth.ONeill@wbd-us.com; todd.carroll@wbd-us.com; WBD.SCASBESTOS@wbd-us.com; mforshaw@stblaw.com; afrankel@stblaw.com; awilkinson@grsm.com; sguerriere@grsm.com; willearly@piercesloan.com; robinspitz@piercesloan.com; billysweeny@piercesloan.com; kmiller@DMCLaw.com; mpritt@dmclaw.com; BPrice@dmclaw.com; Jessica.prosperi@huschblackwell.com; pdp@rplegalgroup.com; jspitz@rplegalgroup.com; Lindsay@rplegalgroup.com; bb@rplegalgroup.com; pete@mscmlaw.com; rgross@dobslegal.com; Theile McVey <tmcvey@kassellaw.com>; Elizabeth Moultrie <EMoultrie@kassellaw.com>; Jamie Rutkoski <jrutkoski@kassellaw.com>; mwilliams@dobslegal.com
Subject: June Pretrial Hearing

Hi All:

The pretrial hearing for the June trial block, including Wannamaker v. 3M Company et. al., will be held on June 6th, 2022 at the Richland County courthouse. An agenda will be sent out prior to the hearing that will confirm time and courtroom.

Please send a copy of all motions to Chief Justice Toal and I. Chief Justice Toal prefers that motions binders be sent to her home address (please reach out to me individually for her home address if needed) and motions can be sent to me at the Senate Street address below my signature.

The court is providing a court reporter for this hearing.

Thank you,

Maya J. Weeks, M.A., J.D.
Circuit Court Law Clerk- Floater
South Carolina Judicial Branch

Certified as True and Correct
EXHIBIT 8

1220 Senate Street, Suite 221
Columbia, SC 29201
(803) 734-0833
mweeks@sccourts.org<mailto:mweeks@sccourts.org>
https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpuIBmZw?u=http://www.sccourts.org/<https://urldefense.com/v3/__https://link.edgepilot.com/s/1fdefacf/UtnmQC-o406q8ovpuIBmZw?u=http:**Awww.sccourts.org*__;Ly8v!!NROYQQ!bdma9xD8xOdftJfRcnQQzSR4U7-H7GqGsKoACYv4hqumwM2fhiFg4DF4q4bkGsTiSZ2zKV4ijwSs0L1JrUo$>

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STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	
COUNTY OF RICHLAND)	FOR THE FIFTH JUDICIAL CIRCUIT
KEITH W. PARK, individually and as the Personal Representative of the Estate of **ISABELLA PARK**,)	**C/A NO. 2021-CP-40-02727**
Plaintiffs,)	*In Re:* Asbestos Personal Injury Litigation Coordinated Docket
v.)	**ORDER**
ARMSTRONG INTERNATIONAL, INC., et al.)	
Defendants.)	

Plaintiffs have moved this Court to appoint a Receiver over Cape PLC, pursuant to S.C. Code §15-65-10(4)-(5). This Court finds that the application is meritorious under the applicable statute because Cape PLC as the successor in interest to Cape Industries Ltd. (f/k/a Cape Asbestos Company Ltd.) ("Cape Asbestos") and its subsidiaries and global affiliates (collectively, "Cape" or the "Company") have dissolved and Cape, a foreign corporation, has forfeited its charter and has further failed to answer this case and therefore, Plaintiffs request for an expedited ruling on this motion is appropriate and also granted.

Therefore, this Court hereby appoints Peter Protopapas be and hereby is appointed Receiver in this case pursuant to the South Carolina Law with the power and authority fully administer all assets of Cape, accept service on behalf of Cape, engage counsel on behalf of Cape and take any and all steps necessary to protect the interests of Cape whatever they may be. This order is inclusive of, but not limited to, the right and obligation to administer any insurance assets of Cape as well as any claims related to the actions or failure to act of Cape's insurance carriers.

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In addition to the powers of the Receiver set forth herein, the Receiver shall have the following rights, authority and powers with respect to the Respondent's property, to: 1) collect all accounts receivable of Respondent and all rents due to the Respondent from any tenant; 2) to change locks to all premises at which any property is situated; 3) open any mail addressed to the defendant and addressed to any business owned by the Respondent; redirect the delivery of any mail addressed to the Respondent or any business of the Respondent, so that the mail may come directly to the receiver; 4) endorse and cash all checks and negotiable instruments payable to Respondent, except paychecks for current wages; 5) hire a real estate broker to sell any real property and mineral interest belonging to the Respondents; 6) hire any person or company to move and store the property of Respondent; 7) to insure any property belonging to the Respondents (but not the obligation); 8) obtain from any financial institution, bank, credit union, savings and loan or title company, credit bureau or any other third party, any financial records belonging to or pertaining to the Defendants; 9) obtain from any landlord, building owner or building manager where the Respondent or the Respondent's business is a tenant, copies of the Respondent's lease, lease application, credit application, payment history and copies of Respondent's checks for rent or other payments; 10) hire any person or company necessary to accomplish any right or power under this Order; and 11) take all action necessary to gain access to all storage facilities, safety-deposit boxes, real property, and leased premises wherein any property of Respondent may be situated, and to review and obtain copies of all documents related to same.

Based on the Court's experience in other receivership matters, and in an effort to streamline these proceedings, the Court expects the Receiver to investigate the existence of all insurance coverages potentially available to the company in receivership. The Receiver will provide potential insurers with lists of work sites, contractors, and insurance brokers and agents to facilitate

EXHIBIT 9

the insurers' searches for coverage (specifically including coverage provided to any related or subsidiary companies of the company in receivership or any company for whom the company in receivership did work as an "additional insured" under coverage written to another entity). The Court expects all insurers to comply with subpoenas issued by this Court and its Receiver in effectuating these thorough searches.

The Court further orders that, as the Receiver Court, that the Receiver or Cape may not be sued outside this Court without obtaining the Receiver's consent or an order of this Court prior to doing so.

AND IT IS SO ORDERED.

[JUDGE'S E-SIGNATURE PAGE FOLLOWS]

Certified Transcript

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Richland Common Pleas

Case Caption: Isabella Park , plaintiff, et al vs Armstrong International Inc , defendant, et al

Case Number: 2021CP4002727

Type: Order/Appointment of Receiver

So Ordered

Jean H. Toal

Electronically signed on 2023-03-16 11:28:55 page 4 of 4

EXHIBIT 9

FILE COPY

CERTIFICATE OF INCORPORATION

ON RE-REGISTRATION AS A PUBLIC COMPANY

No. 40203 /295

I hereby certify that

CAPE INDUSTRIES PUBLIC LIMITED COMPANY

has this day been re-registered under the Companies Acts 1948 to 1980 as a public company, and that the company is limited.

Dated at Cardiff the 12TH NOVEMBER 1981

Assistant Registrar of Companies

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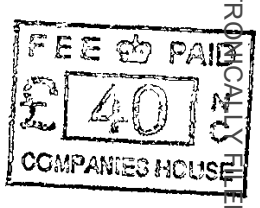

Company No. 40203

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

CAPE INDUSTRIES PLC
(passed on 25th July 1989)

At the Annual General Meeting of the Company duly convened and held on 25th July 1989 the following resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTIONS

THAT:-

1. The name of the company be changed to Cape Public Limited Company.

2. The directors be and they are hereby empowered pursuant to Section 95 of the Companies Act 1985 to allot equity securities (within the meaning of Section 94 of the said Act) pursuant to the authority conferred by an ordinary resolution of the company passed on 30th July 1986 as if Section 89(1) of the Companies Act 1985 did not apply to such allotment provided that this power shall be limited:

   (i) to the allotment of equity securities in connection with a rights issue in favour of ordinary and (if appropriate) preference shareholders where the equity securities respectively attributable to the interests of all such holders are proportionate (as nearly as may be) to the respective numbers of ordinary shares or, if appropriate, preference shares held or deemed to be held by them but subject to such exclusions or other arrangements as the directors may deem necessary or expedient to deal with legal or practical problems in respect of overseas holders, fractional entitlements or otherwise; and

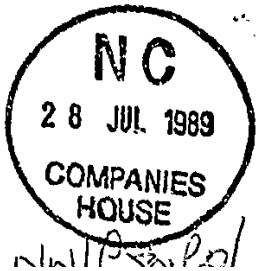

EXHIBIT 10

(ii) to the allotment (otherwise than pursuant to sub-paragraph (i) above) of equity securities up to an aggregate nominal value of £664,100;

provided that the authority shall expire at the conclusion of the next annual general meeting of the company unless and to the extent that such authority is renewed or extended prior to or at such meeting and save that the company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

J. W. Hurbut

.....
Chairman

Certified Appl. 043

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FILE COPY

CERTIFICATE OF INCORPORATION

ON CHANGE OF NAME

No. 40203

I hereby certify that

CAPE INDUSTRIES PUBLIC LIMITED COMPANY

having by special resolution changed its name,

is now incorporated under the name of

CAPE PUBLIC LIMITED COMPANY

Given under my hand at the Companies Registration Office,

Cardiff the 1 AUGUST 1989

A. M. EVANS

an authorised officer

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Company No 40203

The Companies Act 2006

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

CAPE PLC
("Old Cape" or the "Company")

Passed on 24 June 2011

At a Annual General Meeting of the above-named Company duly convened and held on 24 June 2011 at the offices of the Company at 9 The Square, Stockley Park, Uxbridge, Middlesex UB11 1FW, the following Resolutions were duly passed in the case of Resolution no 4 as an ordinary resolution and in the case of Resolutions nos 5 and 6 as special resolutions -

Ordinary resolution

4 THAT the Directors be and are hereby generally and unconditionally authorised (in substitution for any existing such powers) for the purposes of section 551 of the Companies Act 2006 (the 'Act') to exercise all the powers of the Company to allot the following ordinary shares in the Company or grant rights to subscribe for or convert any securities into ordinary shares ('Rights') up to a maximum aggregate nominal amount of £237,410, provided that this authority shall expire (unless previously revoked, varied or extended by the Company in a general meeting) on the conclusion of the next Annual General Meeting of the Company after the passing of this resolution or 15 months from the date of this resolution, whichever is earlier, save that the Company may before such expiry make an offer or agreement which would or might require ordinary shares to be allotted or Rights to be granted after such expiry and the Directors may allot ordinary shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred hereby has expired

Special resolutions

5 THAT the name of the Company be changed to Cape Intermediate Holdings plc

6 THAT with effect from the passing of this resolution, the articles of association of the Company be hereby amended by the adoption and inclusion of the following new Article 75 (in place of the existing Article 75):

"75 Unless and otherwise determined by the Company by ordinary resolution, there shall be no maximum number of Directors, but the number of Directors shall not be less than two "

CHAIRMAN

FOR INFORMATION ONLY

MONDAY

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LD1 27/06/2011 17
COMPANIES HOUSE

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CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company No. 40203

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

CAPE PUBLIC LIMITED COMPANY

a company incorporated as public limited by shares; having its registered office situated in England/Wales; has changed its name to:

CAPE INTERMEDIATE HOLDINGS PLC

Given at Companies House on **27th June 2011**

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

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CERTIFICATE OF INCORPORATION ON RE-REGISTRATION OF A PUBLIC COMPANY AS A PRIVATE COMPANY

Company No. 40203

The Registrar of Companies for England/Wales hereby certifies that

CAPE INTERMEDIATE HOLDINGS PLC

formerly registered as a public company has this day been re-registered under the Companies Act 2006 as a private company is now incorporated under the name of

CAPE INTERMEDIATE HOLDINGS LIMITED

and that the company is limited by shares.

Its registered office is situated in England/Wales.

Given at Companies House on 19th December 2013

Companies House

THURSDAY

L2NJW6UG
LD1 19/12/2013 #110
COMPANIES HOUSE

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

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Date	Type	Description	View / Download
23 Dec 2013	RESOLUTIONS	Resolutions • RES12 - **Resolution of varying share rights or name**	(1 page)
19 Dec 2013	RESOLUTIONS	Resolutions • RES02 - **Resolution of re-registration**	(1 page)
19 Dec 2013	MAR	**Re-registration** of Memorandum and Articles	(93 pages)
19 Dec 2013	CERT10	**Certificate of re-registration from Public Limited Company to Private**	(1 page)
19 Dec 2013	RR02	**Re-registration from a public company to a private limited company**	(2 pages)
29 Jun 2011	MEM/ARTS	**Memorandum and Articles of Association**	(107 pages)

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29 Jun 2011	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities** • RES01 - **Resolution of Memorandum and/or Articles of Association**	(1 page)
27 Jun 2011	CERTNM	Company name changed cape PUBLIC LIMITED COMPANY\certificate issued on 27/06/11 • RES15 - **Change company name resolution on 2011-06-24**	(2 pages)
27 Jun 2011	CONNOT	**Change of name** notice	(2 pages)
02 Jun 2011	MEM/ARTS	**Memorandum and Articles of Association**	(107 pages)
02 Jun 2011	RESOLUTIONS	Resolutions • RES13 - Company business 25/05/2011	(4 pages)
15 Apr 2011	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	(1 page)
06 Dec 2010	MEM/ARTS	**Memorandum and Articles of Association**	(105 pages)
25 May 2010	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities** • RES13 - Company info 20/05/2010 • RES01 - **Resolution of Memorandum and/or Articles of Association**	(130 pages)
27 May 2009	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(110 pages)
27 May 2009	RESOLUTIONS	Resolutions • RES04 - **Resolution of increasing authorised share capital** • RES01 - **Resolution of Memorandum and/or Articles of Association** • RES09 - **Resolution of authority to purchase a number of shares** • RES10 - **Resolution of allotment of securities**	(108 pages)

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21 Jan 2009	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities** • RES09 - **Resolution of authority to purchase a number of shares** • RES11 - **Resolution of removal of pre-emption rights**	(3 pages)
26 Jun 2008	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	(1 page)
26 Jun 2008	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	(1 page)
26 Jun 2008	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	(1 page)
10 Mar 2008	MEM/ARTS	**Memorandum and Articles of Association**	(125 pages)
22 Oct 2007	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(1 page)
10 Aug 2007	RESOLUTIONS	Resolutions • RES13 - Cncl prem accnt 30/07/07	(1 page)
03 Aug 2007	MEM/ARTS	**Memorandum and Articles of Association**	(126 pages)
12 Jul 2007	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	

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Date	Type	Description	View / Download
12 Jul 2007	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	
12 Jul 2007	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	
12 Jul 2007	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(2 pages)
23 May 2007	MEM/ARTS	**Memorandum and Articles of Association**	(124 pages)

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23 May 2007	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	
23 May 2007	RESOLUTIONS	Resolutions • RES04 - **Resolution of increasing authorised share capital**	
23 May 2007	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(2 pages)
04 Jul 2006	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	(1 page)
27 Apr 2006	MEM/ARTS	**Memorandum and Articles of Association**	(110 pages)
25 Apr 2006	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(3 pages)
23 Jul 2005	MEM/ARTS	**Memorandum and Articles of Association**	(7 pages)
23 Jul 2005	RESOLUTIONS	Resolutions • RES13 - App scheme 11/07/05	
23 Jul 2005	RESOLUTIONS	Resolutions • RES12 - **Resolution of varying share rights or name**	
23 Jul 2005	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	
23 Jul 2005	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	
23 Jul 2005	RESOLUTIONS	Resolutions • RES04 - **Resolution of increasing authorised share capital**	

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23 Jul 2005	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(104 pages)
08 Jul 2005	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	
08 Jul 2005	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	(2 pages)
13 Jul 2004	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	
13 Jul 2004	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	
13 Jul 2004	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	(2 pages)
13 Aug 2003	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	(1 page)
14 Oct 2002	RESOLUTIONS	Resolutions • RES13 - Market purchases 08/10/02	(1 page)
14 Oct 2002	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document

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14 Oct 2002	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	(1 page)
10 Aug 2002	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(2 pages)
11 Jun 2001	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	(1 page)
11 Jun 2001	RESOLUTIONS	Resolutions • RES11 - **Resolution of removal of pre-emption rights**	Request Document

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11 Jun 2001	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
11 Jun 2001	RESOLUTIONS	Resolutions • RES01 - **Resolution of Memorandum and/or Articles of Association**	(2 pages)
11 Jun 2001	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares**	(1 page)
11 Jun 2001	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	(1 page)
11 Jun 2001	RESOLUTIONS	Resolutions • RES09 - **Resolution of authority to purchase a number of shares** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
11 Jun 2001	RESOLUTIONS	Resolutions • RES08 - **Resolution of authority to purchase own shares out of capital**	(1 page)
11 Jun 2001	RESOLUTIONS	Resolutions • RES10 - **Resolution of allotment of securities**	(1 page)
08 Jun 1998	RESOLUTIONS	Resolutions • SRES11 - **Special resolution of removal of pre-emption rights**	(1 page)
01 May 1995	RESOLUTIONS	Resolutions • SRES11 - **Special resolution of removal of pre-emption rights**	(2 pages)

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01 May 1995	RESOLUTIONS	Resolutions • ORES10 - **Ordinary resolution of allotment of securities**	(2 pages)
20 Sep 1991	RESOLUTIONS	Resolutions • ORES13 - **Ordinary resolution**	(1 page)
05 Aug 1991	RESOLUTIONS	Resolutions • SRES11 - **Special resolution of removal of pre-emption rights** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
05 Aug 1991	RESOLUTIONS	Resolutions • ORES10 - **Ordinary resolution of allotment of securities**	(2 pages)
30 Jul 1990	RESOLUTIONS	Resolutions • SRES11 - **Special resolution of removal of pre-emption rights** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
30 Jul 1990	RESOLUTIONS	Resolutions • ORES10 - **Ordinary resolution of allotment of securities** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
30 Jul 1990	RESOLUTIONS	Resolutions • ORES04 - **Ordinary resolution of increasing authorised share capital**	(2 pages)
03 Aug 1989	RESOLUTIONS	Resolutions • ORES04 - **Ordinary resolution of increasing authorised share capital**	(1 page)

31 Jul 1989	CERTNM	Company name changed cape industries public LIMITED c ompany\certificate issued on 01/08/89	(3 pages)
11 Aug 1988	RESOLUTIONS	Resolutions • SRES10 - **Special resolution of allotment of securities** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
11 Aug 1988	RESOLUTIONS	Resolutions • SRES01 - **Special resolution of adoption of Memorandum of Association** This document is not currently available online. You can request to add the document to the company's filing history, which costs £3.	Request Document
11 Aug 1988	RESOLUTIONS	Resolutions • ERES13 - **Extraordinary resolution**	(41 pages)

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16 Sep 1987	RESOLUTIONS	Resolutions • SRES11 - **Special resolution of removal of pre-emption rights**	(1 page)
08 Aug 1986	RESOLUTIONS	Resolutions • SRES11 - **Special resolution of removal of pre-emption rights**	(3 pages)
12 Nov 1981	CERT5	**Certificate of re-registration from Private to Public Limited Company**	(1 page)
07 Jun 1976	MEM/ARTS	**Memorandum and Articles of Association**	(51 pages)
01 Jul 1974	CERTNM	Company name changed\certificate issued on 01/07/74	(2 pages)

01 Jan 1900	NEWINC	**Incorporation**	(30 pages)

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
KEITH W. PARK, INDIVIDUALLY AND AS THE PERSONAL REPRESENTATIVE OF THE ESTATE OF ISABELLA PARK,	)	C/A NO. 2021-CP-40-02727
Plaintiff,	)	In re: Asbestos Personal Injury Litigation Coordinated Docket
v.	)	
ARMSTRONG INTERNATIONAL INC., et al.,	)	
Defendants.	)	

This matter comes before the Court upon Plaintiff's Motion for Leave to Amend Plaintiff's' Summons and Complaint to add Defendant Honeywell International Inc. as a premises Defendant, as well as a premises claim as to Defendant FMC Corporation. *South Carolina Rules of Civil Procedure,* Rule 15, provides that "[l]eave [to amend the pleadings] shall be freely given where justice so requires and does not prejudice any other party." The addition of defendant responsible in part for Plaintiff's damages does not prejudice any current Defendants, but rather acts to divide and share the liability amongst additional responsible parties.

Therefore, it is hereby ORDERED, ADJUDGED AND DECREED that Plaintiff's Motion to Second Amend Summons and Complaint is GRANTED.

AND IT SO ORDERED this _____ day of _____ 2021.

Columbia, South Carolina.

EXHIBIT 11

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Richland Common Pleas

Case Caption: Isabella Park vs Armstrong International Inc , defendant, et al

Case Number: 2021CP4002727

Type: Order/Leave to Amend

So Ordered

Jean H. Toal

EXHIBIT 11