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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
Jean Hoefer Toal, Circuit Court Judge

Case No. 2020-CP-40-02098

Appellate Case No. 2024-000674

Covil Corporation, by and through its duly appointed Receiver, Peter D. Protopapas, Respondent,

v.

Pennsylvania National Mutual Casualty Insurance Company; Sam J. Crain & Co., Inc.; and
South Carolina Property and Casualty Insurance Guaranty Association..... Defendants,

Of which Pennsylvania National Mutual Casualty Insurance Company is the Appellant.

**RECORD ON APPEAL
VOLUME 32**

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1 A. That was in the '50s. I did to some limited
2 degree when we would have to remove insulation to put
3 instrumentation on lines.

4 Q. When was that?

5 A. That would have been in the '50s.

6 Q. If I were to lay out different types of pipe
7 coverings here on this table, can you tell one from the
8 other just from looking at them if the name's not written
9 on them?

10 A. I -- I don't know whether I could today or
11 not. I think the one that we were talking about would
12 be -- if it was the same product, it was back then when I
13 was in plants. I think I would be able to identify that
14 one.

15 Q. So a long time ago you could have been able
16 to do that?

17 A. I think so, yes.

18 Q. You were never --

19 A. Now, let me qualify that. I'm not saying
20 that I could identify every single one, but in general, I
21 could identify it.

22 Q. I'm going to let some of these other lawyers
23 ask you a few questions. I may have some more in a
24 little bit.

25 CROSS-EXAMINATION

1 BY MR. CLOUSTON:

2 Q. Sir, my name is David Clouston. I also
3 represent one of the Defendants here today, Metropolitan
4 Life Insurance Company.

5 A. Uh-huh.

6 Q. Have you ever heard of Metropolitan Life
7 Insurance Company?

8 A. Oh, yes.

9 Q. Have you ever read anything written by a
10 Metropolitan Life Insurance Company or any of its
11 employees dealing with asbestos or asbestos-related
12 disease?

13 A. No, I don't recall that.

14 Q. Have you ever read any articles about
15 asbestos or asbestos-related disease?

16 A. I -- I think in recent years, but I don't
17 remember -- the last couple years, but I don't remember
18 specifically what they were.

19 Q. Do you remember generally what they said?

20 A. Other than just mentioning -- I mean,
21 describing that asbestos exposure could lead to things
22 like cancer and that sort of thing and that people
23 working around asbestos, you know, were perhaps
24 susceptible to that kind of thing.

25 Q. Do you remember where you read these at?

1 Were they in a newspaper or was it some sort of magazine
2 or --

3 A. My best recollection it was probably a
4 magazine, but I can't recall specifically what magazine
5 or, you know, exactly when that was.

6 Q. But it was in the last couple of years?

7 A. Yeah.

8 Q. Have you ever heard of a man by the name of
9 Anthony J. Lanza?

10 A. Lanza, no.

11 Q. Have you ever read anything written by
12 Anthony J. Lanza?

13 A. Not to my knowledge.

14 Q. That's all the questions I have. Thank you.

15 CROSS-EXAMINATION

16 BY MR. WHITTEN:

17 Q. Sir, my name is Greg Whitten. I represent
18 another one of the Defendants in this case.

19 How tall are you, sir?

20 A. Five-six and a half they tell me.

21 Q. How much do you weigh?

22 A. 150.

23 Q. Has that weight stayed about the same for the
24 last three or four years?

25 A. Pretty much. I swing up and down a few

1 pounds one way or another.

2 Q. How old is your wife?

3 A. She's seven years younger than me.

4 Q. About 55?

5 A. Fifty-five. Well, actually, she's 56. She
6 just turned 56 in July.

7 Q. How long have you-all been married?

8 A. Since 1961.

9 Q. Do you know how old your mother was when she
10 passed away?

11 A. My mother?

12 Q. Yes, sir.

13 A. She was 89.

14 Q. Do you know how old your father was when he
15 passed away?

16 A. He was 90.

17 Q. What are your present sources of income?

18 A. Retirement income.

19 Q. And how much do you receive in retirement?

20 THE WITNESS: Do I have to answer
21 that question?

22 MR. HAINES: Yeah.

23 THE WITNESS: Okay.

24 A. On an annual basis it's about \$60,000.

25 BY MR. WHITTEN:

CONFIDENTIAL

1 Q. Is that a Duke Power pension?

2 A. Yes.

3 Q. Do you receive any Social Security benefits
4 or other benefits?

5 A. No.

6 Q. Does your wife receive a pension?

7 A. No.

8 Q. Does she have any income at all at this time?

9 A. No.

10 Q. Do you have any brothers or sisters?

11 A. Yes, two brothers and two sisters.

12 Q. Are they financially dependent upon you in
13 any way?

14 A. No.

15 Q. Are they in good health?

16 A. Yes, generally good health. Let me qualify
17 that. My older sister is -- and she's about 70. She's
18 had some problems recently.

19 Q. What kind of problems?

20 A. She has a back problem and she, I think, has
21 angina.

22 Q. Do any of your siblings have any
23 respiratory-related health conditions?

24 A. Not to my knowledge.

25 Q. Do you own any Duke Power stock?

1 A. Do I?

2 Q. Uh-huh.

3 A. Yes, yes.

4 Q. And how much is that worth approximately?

5 A. I have about -- total about 15,000.

6 Q. Do you have any other investments?

7 A. Yes, I have an IRA.

8 Q. How much is it worth, just approximately?

9 A. Approximately about 220,000.

10 Q. Are there other investments?

11 A. Not of any significance.

12 Q. You said earlier that you've been busy
13 building a house.

14 A. Yes.

15 Q. Are you actually doing the labor?

16 A. No, no.

17 Q. Are you performing the general contracting on
18 it?

19 A. No. I'm just -- no, I was not the general
20 contractor. I had a general contractor. I was just
21 there on the job site as much as I could to try to make
22 sure not too many mistakes got made, just to ensure I got
23 a good house built, in other words.

24 Q. Do you have a regular exercise program?

25 A. I did have until we started building the

1 house. And during that period of time I just simply
2 couldn't find the time to do it, but I have started back
3 on the program.

4 Q. What sort of exercise were you doing when you
5 started building your house or up to that point?

6 A. I was working out three times a week or
7 trying to average three times a week and pretty much did
8 at the "Y".

9 Q. Is that weight training?

10 A. Weight training and some aerobic-type
11 exercises, generally, the stationary bike and treadmill
12 and that sort of thing.

13 Q. And what are you doing now?

14 A. I've started back into that same kind of
15 program.

16 Q. Do you feel that you are limited, other than
17 having laid off the exercise program for a while and it
18 taking you a little bit of time to get back into the same
19 shape you are were in, other than than normal level of --
20 this question is rambling.

21 A. Yes.

22 Q. Let's strike that and start over.

23 A. I'm having trouble following you.

24 Q. I'm having trouble following me.

25 Do you feel limited in your exercise program

1 or unable to do what you used to be able to do?

2 A. Well, I do at the current time.

3 Q. In what way?

4 A. Well, I guess it's taking me -- it seems to
5 be taking me a longer time to build up, you know,
6 repetitions and so forth on the machines and much longer
7 than it used to without kind of getting pretty winded and
8 that sort of thing.

9 Q. How long were you off of your exercise
10 program?

11 A. I guess it would have been around nine --
12 nine, maybe ten months.

13 Q. How much was your settlement in the workers'
14 compensation lawsuit?

15 A. That's confidential. As part of the
16 agreement, I can't reveal that.

17 MR. HAINES: It's part of the
18 settlement agreement. It can't be revealed.

19 BY MR. WHITTEN:

20 Q. On your work history sheet the last date that
21 I have is 1982. What were you doing from 1982 until you
22 retired in 1989?

23 A. My position was general manager of fossil
24 stations and the station managers reported to me.

25 Q. Where were you located at that time?

1 A. In Charlotte, the general office.

2 Q. You were not exposed to asbestos products
3 from 1982 on; is that correct?

4 A. My exposure was certainly less, but I did
5 make regular visits throughout the station, not at the
6 same level that I was doing before. I can't say that I
7 had no exposure because I was in areas where work was
8 going on on some kind of basis.

9 Q. In an average week, how many times would you
10 be in a plant where there may be asbestos products?

11 A. How many times per week?

12 Q. Yes, sir, or per month. Can you give us an
13 average between 1982 and 1989 about how often you would
14 be in an area where there would be asbestos products?

15 A. It would vary so much that I don't know how I
16 can come up with an average figure.

17 Q. You said that you made regular visits to the
18 stations. By station do you mean the various steam
19 plants, other fossil plants, or something like that?

20 A. We refer to them as steam plants or steam
21 stations, yeah.

22 Q. Would you make one trip per week to one of
23 those plants?

24 A. Generally, it would probably be on the
25 average -- again, it would vary widely. There might be

1 some weeks I wouldn't go at all and other weeks I'd visit
2 three stations. But on the average it would be one and a
3 half to two plants per week on that order.

4 Q. When you were in the plants during that
5 period of time from 1982 to 1989, were you around people
6 applying asbestos cements or other insulating cements?

7 A. You mean in close proximity to where that was
8 going on?

9 Q. Yes, sir.

10 A. No, I didn't. I don't recall instances where
11 I was really close to that kind of work during that time
12 period.

13 Q. Do you know a fellow named George Samuel
14 Henline?

15 A. Yes.

16 Q. Where do you know him?

17 A. Several plants, Dan River, River Bend, I
18 believe Lee, Buck I think also.

19 Q. What was Mr. Henline's position?

20 A. He was in the construction area. They also
21 did a large amount of maintenance work on our plants, and
22 he was one of those workers that did construction work.
23 When I say construction work, I'm including maintenance
24 because that was -- at that time that was part of their
25 responsibility.

1 Q. What sort of construction or maintenance did
2 he do?

3 A. It was in the area of general mechanic-type
4 work and that sort of thing.

5 Q. Would he fix pumps and valves and that sort
6 of thing or --

7 A. I'm trying to think if I can remember
8 specifically what kind of equipment he used. I can't
9 recall specifically what equipment he worked on.

10 Q. Did you ever work with him side by side?

11 A. Not directly side by side, no.

12 Q. Do you know if he ever did insulation work?

13 A. I don't know specifically whether he did or
14 not.

15 Q. What trade or craft applied insulating
16 cements at the plants that you worked at?

17 A. Well, I think I answered that question
18 before, but it was -- at most plants, there were not
19 particular people assigned to do that at the station.
20 Now, the construction department, which I was referring
21 to, did have people that specifically did that kind of
22 work. I cannot tell you their classification. I don't
23 know. When some of the work required insulation, a group
24 of those people would come in and do that work.

25 Q. Those people would belong to the construction

1 department group within Duke Power or at the specific
2 plant?

3 A. Within the construction department part, yes,
4 as it was called at that time. It's no longer -- there's
5 no longer a Duke Power construction group per se.
6 At that time, yes.

7 Q. Mr. Henline was not in that construction
8 department, though; is that right?

9 A. He was in the construction group, yes.

10 Q. So he may have been one of those persons that
11 applied insulating cements?

12 A. I don't recall him doing that, but it's
13 possible.

14 Q. When did you work at plants that he was also
15 at?

16 A. Primarily in the '60s and '70s.

17 Q. Could you describe him for me?

18 A. It's been a few years since I've seen him.
19 Let's see, he's kind of a -- I'd guess -- not guess, but
20 my best recollection is he's about five-ten to six feet,
21 in the range. His hair is on the dark side but it's kind
22 of thinning. He's pretty much average built. That's
23 about all I can recall.

24 Q. Do you know William Green?

25 A. William Green, yeah.

1 Q. When did you work with or around
2 William Green?

3 A. At Lee, and that would have been the '70s
4 primarily, some of the '60s too, I think.

5 Q. What was his job at Duke Power?

6 A. He was in the construction group also.

7 Q. Do you know if he had a specialty of any
8 sort?

9 A. I really don't. I don't remember his
10 specific title -- job position.

11 Q. Did you ever work with him side by side?

12 A. No.

13 Q. Did you ever supervise him?

14 A. No.

15 Q. Do you remember working around people who
16 insulated pipes with cements or insulated other things
17 with cement?

18 A. You mean other than pipe and block? I'm not
19 sure I understand your question.

20 Q. I'm referring right now to just insulating
21 cements.

22 MR. HAINES: Did you see cements used
23 on pipes, I think was the question.

24 THE WITNESS: Is that the question?

25 MR. HAINES: Yeah.

1 MR. WHITTEN: I've had a long day
2 also.

3 MR. HAINES: That's a version. Try
4 that one.

5 THE WITNESS: It's getting hard for
6 me to focus on exactly what the question is.

7 A. Yes, I have seen cements being applied to the
8 joints on pipe if that's your question.

9 BY MR. WHITTEN:

10 Q. On your work history sheet you've listed two
11 cements by name. Do you recall any other brand names of
12 cements?

13 A. I really don't.

14 Q. Have you ever worked with cement itself as
15 far as mixing it or applying it?

16 A. As a co-op.

17 Q. That was sometime in the --

18 A. In the '50s.

19 Q. '53 --

20 A. '51 to '54 basically.

21 Q. How often would you have worked with cement
22 as a co-op?

23 A. Oh, gee, that varied widely too. During the
24 winter months -- during the quarters that I was there at
25 work during the winter, it would be fairly frequent. The

1 summers were not quite as frequent.

2 I can't give you an idea.

3 Q. That's fine. Do you remember what cement you
4 worked with at that time?

5 A. I don't remember specifically.

6 Q. How often when you were walking through the
7 plants during your career with Duke Power would you be
8 exposed to people working with insulating cements? In a
9 given week, would there be people putting cement on pipe
10 joints?

11 A. Not on a given week. You know, it didn't
12 happen every time I went out to a plant, if that's what
13 you're asking.

14 Q. Yes.

15 A. No, it wasn't that frequent.

16 Q. Can you give me an estimate as to how often
17 you would see people applying cement to pipes?

18 A. I really can't. It would vary widely. I
19 just -- if there were a lot of maintenance work going on,
20 it certainly would be more prevalent. I just can't be
21 more definitive than that.

22 Q. Were you ever in a position where you were
23 responsible for ordering insulating cements?

24 A. I don't recall that.

25 Q. That's all I have. Thank you.

1 MR. HAINES: Are you doing okay? One
2 by one we're getting through it.

3 THE WITNESS: I'm wearing down, but
4 I'm hanging in there.

5 MR. HAINES: All right. Well, you
6 let me know if you need to take a break. We'll take
7 another break probably after the next one.

8 CROSS-EXAMINATION

9 BY MS. O'BRIANT:

10 Q. My name is Cheryl O'Briant. I have a couple
11 of questions for you.

12 A. Okay.

13 Q. Did you ever work with Richard Row?

14 A. Yes.

15 Q. Where did you work with Mr. Row?

16 A. At Buck Steam Station.

17 Q. Do you know what years that was?

18 A. That would have been primarily the '60s,
19 maybe a little in the early '70s.

20 Q. Can you tell me how many years you're talking
21 about?

22 A. In a range of eight to ten years perhaps.

23 Q. You were at Buck Steam Plant eight to ten
24 years?

25 A. No. I was not there, no.

1 Q. I just want to know how long you worked with
2 Mr. Row.

3 A. Well, okay. Let me --

4 Q. How long were you and Mr. Row at the Buck
5 Steam Plant at the same time?

6 A. I was not at Buck Steam Station, but I did
7 visit on a regular basis, and was -- you know, in those
8 visits when I had business.

9 Q. In that ten-year period of time you visited
10 several times; is that right?

11 A. Oh, yes. Frequently, yeah.

12 Q. How frequent is frequently? Once a week,
13 once a month, once a year?

14 A. I can't -- I would have been definitely more
15 than once a month. It's probably on the order of two or
16 three times a month.

17 Q. What type of work did Mr. Row do?

18 A. He was in maintenance.

19 Q. Were you ever at the Buck Steam Plant when
20 they were doing any construction work?

21 A. When they were installing some combustion
22 turbines similar to what we were talking about earlier
23 today.

24 Q. Anything other than that?

25 A. No.

1 Q. Were you ever there when they were building
2 any of the new units?

3 A. No.

4 MS. O'BRIANT: Off the record for a
5 minute.

6 (Off-the-record discussion.)

7 BY MS. O'BRIANT:

8 Q. Sir, have you ever worked around any type of
9 spray-on product?

10 A. No.

11 Q. That's all the questions I have. Thank you.

12 CROSS EXAMINATION

13 BY MR. APPLE:

14 Q. Mr. D'Amico, my name is David Apple and I
15 represent a couple of the Defendants in this case. And
16 I'll ask you if you don't understand my question, please
17 ask me to repeat it.

18 A. Okay.

19 Q. I've got a cold so I may be hard to
20 understand. You understand you're still under oath, sir?

21 A. Yes.

22 Q. You've listed in your work history that
23 you've worked with and around gaskets and packing
24 materials. When did you work with the gasket materials?

25 A. That would have been as a co-op and to some

1 degree in the '50s. Beyond my co-op experience, I mean,
2 in the '50s.

3 Q. How often would you work with the gasket
4 materials on a weekly basis, if that often?

5 A. I really can't come up with a good
6 guesstimate on that.

7 Q. What were you doing when you were working
8 with the gasket materials?

9 A. Well, doing things like valve packing, for
10 instance, replacing gaskets on flanges, cutting sheet
11 packing, cutting gaskets, that is, out of sheet packing.
12 I guess those are primarily the things or kinds of
13 activities I was doing.

14 Q. Was this part of maintenance?

15 A. Well, it is maintenance activity, but it was
16 one of the jobs that I had to do as a co-op student
17 primarily and then as junior engineer helping technicians
18 from time to time, not on as a frequent of basis but
19 occasionally.

20 Q. When you worked with the gasket materials,
21 was there any dust ever created that you recall?

22 A. Occasionally when you would cut those things,
23 you'd get a little bit, but not a -- you know, not --

24 Q. There wasn't a lot of dust, then?

25 A. Not a lot of dust, no.

1 Q. When did you work with packing materials?

2 A. I thought I just -- oh, okay.

3 Q. I was asking about --

4 A. Same time frame. It was in the same time
5 frame.

6 Q. I was talking earlier about gaskets.

7 A. Okay. I misunderstood. I was thinking the
8 whole nine yards, gaskets and packing.

9 Q. So you worked with the packing materials
10 while you were working during the co-op and also in the
11 '50s beyond the co-op?

12 A. In the '50s, yeah.

13 Q. And that's when you were a junior engineer?

14 A. Yeah.

15 Q. Would you work with the packing material in
16 the same way that you worked with the gaskets?

17 A. Yeah. Pretty much, yeah.

18 Q. Do you recall what brand of gaskets you
19 primarily worked with?

20 A. Garlock is one I recall. John Crane, I know
21 we used a lot of that at several of the plants.

22 Q. You used a lot of John Crane?

23 A. Yeah. At Dan River, yeah. Flexitallic and
24 Anchor is packing that was usually used. That's all I
25 can recall right now.

1 Q. You identified Garlock as a brand of gaskets
2 that you used, or both gaskets and packing materials?

3 A. Garlock was valve packing. I mean -- excuse
4 me.

5 MR. HAINES: Don't get confused now.
6 One at a time.

7 THE WITNESS: Boy, it's been a long
8 day.

9 A. Garlock was sheet packing.

10 BY MR. APPLE:

11 Q. So is it your testimony that you only used
12 Garlock sheet gaskets, I think what you're calling sheet
13 packing?

14 MR. HAINES: A lot of times they get
15 confused on this. Sheet packing some people call sheet
16 gaskets. I want to make sure you-all are on -- a lot of
17 times when they say packing, they only mean rope packing
18 and not necessarily the sheet packing.

19 BY MR. APPLE:

20 Q. Let me ask you this, sir, describe for me
21 what gasket materials look like.

22 A. Well, okay. The type that you use on flanges
23 is a sheet. It would be a thin sheet, you know,
24 sixteenth or less, thirty-second of an inch thick. At
25 that time, we were cutting gaskets and using gasket

1 cutters to cut those to the right size.

2 Valve packing could be either two types: The
3 rings already formed, ordered specifically for a certain
4 size valve, that you just fit in there ring by ring.
5 Most commonly, it was a long rope-type material that you
6 just cut the ring, you know, cut to fit. In some cases
7 you would just wrap it around until it was full and then
8 cut it off and put the packing ring down in there.

9 Q. Let's talk about the packing materials right
10 now. What brand of packing materials do you recall
11 working with or around while you were at Duke Power?

12 A. The John Crane that I mentioned and Anchor
13 was a valve packing.

14 Q. Can --

15 A. Garlock, also. Yeah, Garlock.

16 Q. Do you recall using any other brands of
17 packing material?

18 A. I don't recall any other brands. There might
19 have been, but I don't recall them.

20 Q. Of the three that you just identified, did
21 you use any one of those three brands more than the
22 other?

23 A. Opinions are not any good at this point, are
24 they? I can't recall specifically which ones. I could
25 give you an opinion but that's all it would be.

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1 Q. When you said earlier that you used a lot of
2 John Crane, and I wasn't sure if you were talking about
3 gaskets or packing --

4 A. Packing.

5 Q. Do you recall on what job sites or at which
6 plants you used John Crane?

7 A. Well, when I was specifically involved with
8 that, it was primarily at Dan River. Now, I have been
9 around areas where that work was going on at almost all
10 the plants.

11 Q. Do you know what brands of packing material
12 were being used at the other plants when you were not
13 actually working with it?

14 A. I don't. I don't. I know that some John
15 Crane packing was used and also the other, the Garlock
16 was used at every one of the plants. I know that because
17 as I mentioned, at one time I was sort of responsible for
18 evaluating packaging.

19 Q. When were you responsible for evaluating
20 packing?

21 A. In the early -- in the '60s.

22 Q. How long were you responsible for doing this?

23 A. Several years.

24 Q. What would you do when you would evaluate
25 packing?

1 A. Well, it basically was just a matter of
2 keeping track of the experience with the packing: How
3 long -- getting the plants to send me information on how
4 long the packing would last in certain applications, and
5 evaluating, you know, what was the best overall from the
6 standpoint of cost, service, et cetera.

7 Q. Whenever you would use the packing materials
8 and you would cut the packing materials to fit into the
9 various valves, how would you cut that material?

10 A. With a sharp knife as I recall.

11 Q. Did you have to remove any of the old packing
12 material that was in the valve?

13 A. Oh, yes.

14 Q. How would you remove the old material?

15 A. They had a special tool that was kind of like
16 a corkscrew that you would put down into the cavity. You
17 would hook that onto the -- little bit like pulling the
18 cork on a wine bottle, only it's a different shape. And
19 you would get that caught in the packing and start
20 pulling it out. Once you start pulling it out, you could
21 usually get all of it out. Sometimes it would break off
22 and you'd have a tough time with it.

23 Q. So the packing material would come out in
24 large pieces?

25 A. It would vary, sometimes it would. Sometimes

1 you'd get a piece out and it would be all in one piece;
2 other times, it would break off two or three times.

3 Q. And how would you install the new packing
4 material?

5 A. Well, basically, you'd -- you'd -- the normal
6 procedure would be to cut rings the exact size that you
7 needed and then fit those rings in one at a time.

8 Q. Just do it by hand?

9 A. Yes. And you had some small tools that you
10 pushed the packing down with, of course.

11 Q. When you were working with the packing
12 materials, did you ever notice any dust particles?

13 A. I don't recall any dust.

14 Q. Let's talk about the gaskets now. What brand
15 of gaskets do you recall working with or around?

16 A. Let's see. I -- I -- good grief.

17 Q. Let me help you.

18 A. Oh, my memory is really --

19 Q. I'm looking at your work history and these
20 are brands of gaskets and packing materials that you've
21 listed, one of which is Armstrong. Do you recall whether
22 that was a gasket or packing material?

23 A. Armstrong was packing.

24 Q. So we need to add that to our earlier list of
25 packing materials?

1 A. I mean -- excuse me -- no, no, no, no.

2 Armstrong was -- the Armstrong that I knew was sheet
3 material.

4 Q. Gaskets?

5 A. Yes.

6 Q. We've already talked about Anchor as being
7 packing material. Did you ever use any Anchor gaskets?

8 A. I don't recall that.

9 Q. The next brand name you have is Flexitallic?

10 A. Yeah. That was used for flanges. It was a
11 gasket made out of metal and fiber.

12 Q. The next brand you have is Garlock, which
13 you've identified as being a brand name of packing
14 material you recall using. Did you also use Garlock
15 gaskets?

16 A. Yes, I believe we did.

17 Q. The last name is John Crane. You identify
18 that as being packing.

19 A. John Crane is packing.

20 Q. So you never used any John Crane gaskets to
21 your knowledge?

22 A. To my knowledge, no. I can't say that we
23 didn't, but I don't recall that.

24 Q. Other than Armstrong, Flexitallic and
25 Garlock, do you recall any other brands of gaskets that

1 you would have worked with or around at Duke Power?

2 A. No, I don't.

3 Q. Could there have been other brands but you
4 just can't recall them?

5 A. It's possible, yes.

6 Q. Did you ever work with or around precut
7 gaskets?

8 A. Yes.

9 Q. And you also worked around the sheet gaskets
10 that came in large sheets that you would cut out
11 yourself?

12 A. Yes.

13 Q. Did you use primarily precut gaskets or the
14 sheets form?

15 A. I'd say at that time that I was directly
16 involved at Dan River it primarily was sheets. We had to
17 do a lot of cutting of gaskets.

18 Q. Of the three brands you've identified, do you
19 recall whether or not you worked with any one brand more
20 than the other?

21 A. I don't recall.

22 Q. If I laid out a bunch of gaskets on this
23 table and they were various brands of gaskets, would you
24 be able to distinguish between what brand, or did most
25 gaskets all look the same?

1 A. I doubt if I could distinguish it at this
2 point. It's been so long since I was working directly
3 with them.

4 Q. What type of packaging would the gaskets come
5 in?

6 A. Well, as I recall, the packing material for
7 like a valve stem would come wrapped in some sort of
8 paper that looked a little bit like wax paper, but it
9 generally -- I think it maybe had the manufacturer's name
10 on it. It wasn't clear. I don't think it was clear.
11 That would come in a box, however -- you know, whatever
12 size the box was. As far as the valve packing, I think
13 that's the way most of the manufacturers did it.

14 Q. What about the gaskets, just general gaskets,
15 did they come in boxes or ...

16 A. Yes. I believe they did come in boxes.

17 Q. And the other packing materials, what type of
18 packaging would those come in?

19 A. What others one?

20 Q. I think you stated earlier that there was one
21 that was like a long rope form that you used.

22 A. Oh, well, that would come in the boxes too.
23 And as I recall, again, that was usually wrapped in that
24 sort of paper.

25 Q. Okay.

1 A. It would be wrapped in a coil.

2 Q. Do you recall what the packaging looked like
3 in which the Anchor Packing materials came?

4 A. Not specifically, no.

5 Q. Do you recall what the packaging looked like
6 in which the Garlock packaging material came?

7 A. No, I don't.

8 Q. Do you recall what the packaging looked like
9 in which the Garlock gaskets came?

10 A. No.

11 Q. How would you remove the old gasket materials
12 before installing the new gaskets?

13 A. Are you talking about, like, on a flange,
14 sheet packing on a flange?

15 Q. Yes. That's what I call a gasket.

16 A. Okay. Okay, I understand. With very much
17 difficulty sometimes. If it was on a real
18 high-temperature steam line or water line for that
19 matter, it might be really difficult to remove that
20 packing. It would be stuck so much to the flange, and a
21 lot of the flanges have little raised ribs on them, just
22 very, very small that make it even more difficult.

23 You just have to use tools to scrape and dig
24 and whatever to get it off. It was a very laborious
25 process in some cases. Sometimes they'd come off real

1 easy and then other times --

2 Q. When you removed --

3 A. -- you'd just use little hand tools to get
4 them off, scrape them off.

5 Q. When you removed the old gaskets, would you
6 know what brand of gaskets you were removing?

7 A. No, huh-uh.

8 Q. Did you ever see the brand name of any
9 gaskets printed on the gasket itself?

10 A. On the gasket itself? I believe -- well, I
11 do recall on sheet packing, and I don't recall the
12 manufacturer that it was printed on the sheets. Like
13 they would have a name of the packing on the sheet, but I
14 do not recall what manufacturer of what type that was.

15 Q. Is it your testimony that you only worked
16 with packing materials or gaskets during your time you
17 were working as a co-op student and the time you were a
18 junior engineer?

19 A. Directly, yes.

20 Q. And you were a junior engineer for only eight
21 months, right?

22 A. Yes.

23 Q. And you worked part time in the co-op program
24 for how long?

25 A. Six -- a total of six quarters, 18 months.

1 Q. I don't believe I have any further questions,
2 sir. Thank you.

3 MR. HAINES: Let's take a short break
4 for just about five minutes.

5 MR. APPLE: Do you have any questions
6 about my product?

7 MR. HAINES: Not for you
8 specifically, no. I'll have a couple, but not for you
9 specifically.

10 (A break was taken.)

11 CROSS-EXAMINATION

12 BY MR. BROWN:

13 Q. Do you mind if I stand up, Mr. D'Amico?

14 A. If you just don't beat me down too hard.

15 Q. My back has been driving me crazy all day.

16 A. Okay.

17 MR. BROWN: Is that okay with you,
18 Patrick?

19 MR. HAINES: That's fine as long as
20 you're not standing behind me towering over me.

21 MR. BROWN: That's all right.

22 BY MR. BROWN:

23 Q. Are we ready to go back to work?

24 A. Yes.

25 Q. Mr. D'Amico, is that right?

1 A. That's right.

2 Q. Excuse me for being late. I had a fellow
3 that used to work with you down the hall a little earlier
4 and we ran a little late.

5 Sir, could I ask you to expedite this
6 possibly to look at --

7 MR. HAINES: That's not the work
8 history sheet.

9 MR. BROWN: It's not? Do you we --

10 MR. HAINES: We have not introduced
11 one yet.

12 MR. BROWN: I don't need to introduce
13 it. Can I borrow one for just a moment? I won't write
14 on it. I just want to look at it.

15 BY MR. BROWN:

16 Q. Sir, earlier another lawyer asked you if you
17 could identify this document, I believe, and called it a
18 work history. Now, I've turned it over so the last page
19 is on top. I think you said you could identify it. I
20 want to focus for just a minute on the last page, sir,
21 which is captioned "Asbestos Materials Used on this Job."
22 Would that be captioned, sir, if it said asbestos
23 materials used on this job which you personally can
24 recall? The point being, you do not intend that to be
25 the list of the only asbestos materials that were ever

1 used on your jobs?

2 A. Oh, absolutely not. It was not the only
3 material that we used, no. These are what I recall.

4 Q. Recall with the assistance of what or whom,
5 sir? Looking at pictures in a book?

6 A. Well, I did do that, yes. And I testified
7 earlier --

8 Q. I know you did, right. So you jogged your
9 memory, at least some of these, isn't that right, sir?

10 A. Yeah, that's correct.

11 Q. Sir, I'm here today because under cements
12 you've listed one called Calcrete. Do you see that?

13 A. Yes.

14 Q. Now, your answer earlier that the asbestos
15 products which you most likely had around your job sites
16 included others than on the list. That applies to
17 cements as well, doesn't it, sir? You're not testifying
18 that Johns-Manville and Calcrete were the only cements
19 located at those power plants, are you?

20 A. I am not because there could have been others
21 that I'm not aware of.

22 Q. If you had coworkers, men who had their hands
23 on this stuff and worked down in the -- a little lower in
24 the trenches than perhaps you did and they testified that
25 there were other cements at those power plants, would you

1 rely on their testimony, sir?

2 A. Well, I certainly would if --

3 Q. Would you have any reason to question --

4 A. -- they were working with that material.

5 Q. You wouldn't have any reason to question
6 their testimony?

7 A. I would not have reason to question it, no.

8 Q. Sir, could you tell me about Calcrete? And
9 first, how that happened to end up on this list and then
10 tell me about what you know about it. How did it end up
11 on this list first, sir?

12 A. Well, that was the same way that these others
13 ended up on the list.

14 Q. Which was, sir? Because you saw it in a
15 book, saw something in a book?

16 A. Yeah, that jogged my memory.

17 Q. What was it that jogged your memory? That's
18 what I'm looking for. The word, a picture, a color?

19 A. I think it was the combination. It was not
20 the color I don't believe. Although, I do recall -- no,
21 no, it was not the color. It was the words and the
22 information that was there.

23 Q. On a picture of a container? And that
24 container, was that a bag? I'm not trying to lead you
25 astray. I'm trying to expedite this. When I ask you

1 questions for a yes or no your lawyer will look over my
2 shoulder.

3 A. Well, it was a bag.

4 Q. All right, sir. And you recall seeing the
5 word "Calcrete" on the bag and said, "Hey, I saw that
6 somewhere." Is that right?

7 A. That's right.

8 Q. Now, could you tell me where it was you
9 recall having seen that? What was the mental imagine
10 association? Where did you -- saw a visual imagine, I
11 take it, that you'd seen that bag somewhere. Can you
12 tell me where that was? The next question I'll ask you
13 is when so let's --

14 A. You see, I worked at so many plants.

15 Q. I know that.

16 A. It's extremely difficult to say I saw this at
17 one particular plant. It could have been at several
18 plants that I saw it.

19 Q. Can you look at it from the standpoint of
20 time, generation, or some such?

21 A. Yes. I would say that goes back a ways,
22 probably the '50s and some of the '60s perhaps.

23 Q. Would it be fair to say the earlier part of
24 your career?

25 A. Yes.

1 Q. Would it be possible that you saw it during
2 the late latter part of your career? I'm not questioning
3 your recollection.

4 A. No, I understand.

5 Q. Or both? The third alternative.

6 A. I believe it was earlier in my career.

7 Q. Earlier in your career would have put you --
8 before you got into relatively high level management
9 positions. Is that what you're testifying to?

10 A. Yes, certainly before that.

11 Q. Can you tell me, as we sit here today and I
12 stand here today, that you have a specific unqualified
13 recollection of ever having seen that bag of Calcrete
14 opened and used as contrasted with a recollection of
15 having seen that bag somewhere?

16 MR. HAINES: Object to the form of
17 the question.

18 BY MR. BROWN:

19 Q. Did you understand the question, sir?

20 A. Yeah.

21 Q. You do, all right.

22 THE WITNESS: What did you do?

23 MR. HAINES: I'm just making an
24 objection because the question confused me, so...

25 BY MR. BROWN:

1 Q. I'm not telling you to ignore your lawyer.
2 Then I would get into trouble. Let's try again.

3 A. Can I see if I can resurrect your question
4 and then try to answer it so as to try to understand?

5 Q. Yes.

6 A. Okay. You're asking me if I have seen a bag
7 of this Calcrete opened but not being used.

8 Q. No, opened, being used, or otherwise.

9 A. Being used or otherwise?

10 Q. Yes.

11 A. Opened --

12 Q. I'm not talking about cements in general but
13 Calcrete itself.

14 A. No, I understand.

15 Q. Have you that recollection?

16 A. Of seeing a Calcrete bag opened and/or being
17 used?

18 Q. Yeah, that's right. That's better than I
19 asked it.

20 A. Oh, gee.

21 Q. I think we're all tired.

22 A. Yeah, I'd like somebody to sit in this chair
23 for a while. I cannot say that I have seen that
24 particular thing that you have just described.

25 Q. If that being the case --

1 A. But -- but -- okay, go ahead.

2 Q. No, go ahead. You might as well bring it on
3 up.

4 A. But I do recall seeing bags with the name.

5 Q. I understand that. I'm certainly not
6 contesting that.

7 THE REPORTER: Excuse me. Could you
8 speak one at a time.

9 MR. BROWN: Excuse me. I'm the one
10 that always causes that.

11 BY MR. BROWN:

12 Q. She can't write both our words down at the
13 same time, sir, and that's my fault.

14 Now, let's just take that point one step
15 further. Given your answer to the last question, sir, it
16 would make sense to me -- and I'll ask you if it makes
17 sense to you, that you cannot sitting there today testify
18 that you unqualifiedly recall every inhaling the dust
19 from a bag of Calcrete; is that correct? Not cements in
20 general but Calcrete.

21 A. The way you worded that it would be difficult
22 to answer it any other way than what you said.

23 Q. You're an engineer, sir, I happen before they
24 pulled my card and made a lawyer of me was too, and it's
25 a syllogism, correct?

1 A. Yes, it is.

2 Q. And your answer is clearly, no, you don't
3 remember, isn't that correct? You cannot recall ever
4 having breathed Calcrete dust, isn't that correct?

5 A. That is an answer to your question as you
6 phrased it, but it does not mean that I have never
7 breathed Calcrete.

8 Q. Absolutely correct. I'm asking you what you
9 remember, sir, specifically as to that product. You're
10 quite correct.

11 A. Okay.

12 Q. Now, sir, we've received some papers from
13 your attorneys that take this list a little further and
14 indicates and you have some coworkers who are prepared, I
15 take it, to testify that you were exposed to some other
16 possibly asbestos-containing products, and once again,
17 some products that I represent are on that list.

18 A. Okay.

19 Q. I'm going to ask you questions about some of
20 your coworkers. Mr. Norman Ingold, does that ring a
21 bell?

22 A. Norman Ingold, yeah.

23 Q. Is it your information that he's still alive?

24 A. I really don't know. I can't answer that
25 question.

1 Q. Do you know where he lives then if he is
2 living?

3 A. Where he lives?

4 Q. Yeah.

5 A. He was at River Bend. No, I don't know
6 specifically where he lives.

7 Q. Would that have been possibly as long as from
8 1959 to 1991 as the information says that we were given?
9 Would you agree with that in general?

10 A. I think that's the correct time period. Now,
11 whether those are the exact dates, I can't be sure about
12 that, but it was in that general time frame.

13 Q. But you do recall working around him or such
14 at River Bend, correct? You do recall the gentleman?

15 A. Oh, yeah, yeah.

16 Q. How about a gentleman named
17 Early Hoffman, Jr.?

18 A. Fred, we called him Fred Hoffman or Freddie.

19 Q. Would that have been at River Bend as well,
20 sir?

21 A. Yes.

22 Q. Now, our information is that you might have
23 worked around him in 1954 and from 1957 to 1971. Does
24 that in general purport with your recollection?

25 A. Yes, that meets my recollection.

1 Q. Mr. William Green, I believe, you've been
2 asked about earlier today. And our information was that
3 you might have worked with him about the same time
4 period: 1954 and then 1959 to '71. Would that be about
5 right?

6 A. Yes, as well as I recall. It's that time
7 frame there -- exact dates there.

8 Q. And those tend to purport with the time frame
9 that you worked at full time or partially part time at
10 River Bend, correct?

11 A. Yes.

12 Q. That's all I have for you. I thank you, sir.

13 A. Okay. You were kind.

14 Q. No, I'm tired.

15 A. To make it so short, I mean.

16 CROSS-EXAMINATION

17 BY MR. PRANSKE:

18 Q. Sir, my name is Jim Pranske. I represent one
19 of the other Defendants in this case. I'm glad the other
20 attorneys have had the opportunity to soften you up. It
21 makes my job a little easier.

22 A. Boy, have they ever.

23 Q. Just a few questions today. When was the
24 last time you saw Norman Ingold?

25 A. I can't even recall. It's been a while.

1 Q. Can you give me any help at all? Was it
2 within the last 10 years, 20 years? Have you seen him
3 since you retired?

4 A. No, I have not.

5 Q. What did he look like at that time? Can you
6 just describe him generally?

7 A. Norman is a bit taller than I am. I guess in
8 the range of -- I'm not good at height. Estimating,
9 five-ten to six-one in that range. He's kind of -- his
10 hair is graying fairly good. He's got thinning too like
11 a lot of us, pretty much average build with maybe a
12 little bit of -- maybe a little bit of waistline, you
13 know, a little paunch there, but not a great big one.

14 Q. Facial hair?

15 A. Facial hair, I don't recall facial hair. Are
16 you talking about like beards or mustaches?

17 Q. Yeah. I assume he has, like, eyebrows and
18 things like that. I'm talking about beards, mustache,
19 goatee. I'm not trying to be facetious.

20 A. No, I understand.

21 Q. You don't recall?

22 A. No.

23 Q. Caucasian?

24 A. Yes.

25 MR. HAINES: Could have got too close

1 to one of those welders.

2 BY MR. PRANSKE:

3 Q. The cement that you worked with and around
4 that you've already testified to, did they all look
5 pretty much the same?

6 A. Just cement. I don't recall any significant
7 difference, any detectable difference in just looking at
8 the raw product, if that's what you're talking about.

9 Q. Yes.

10 A. There could have been, but I don't recall.

11 Q. And that makes me ask another couple of
12 questions. When you mix the cement with the liquid,
13 usually water or whatever, did you see any difference
14 between the varying cements that you worked with or
15 around?

16 A. I believe that there was a little difference
17 in color, but I do not recall specifically which one was
18 darker, if that's what you were leading to.

19 Q. My question is: You couldn't match up
20 looking at the color or texture or whatever a certain
21 cement with a brand; is that correct?

22 A. I couldn't do that.

23 Q. With regard to the packaging of the cements,
24 did you ever have an opportunity to look at the
25 packaging?

1 A. Well, I did see packaging, you know, without
2 zeroing in on, you know, and saying, "Hey, there's a
3 package of that," you know, looking at it in detail.
4 Sure, it would be in the plant. And I would see it in
5 walking through the plant or working around it, but that
6 would be the extent of it.

7 Q. And you looked at the picture book a few
8 months ago and you picked out various products including
9 a couple of cement products, correct?

10 A. Yes.

11 Q. And you can't remember any other names of the
12 cement products. My question right now is: Are there
13 any other markings on the containers, insignias, emblems,
14 trademarks, things of that nature that you recall them
15 and you can describe them but you can't put a name to
16 them? Did you understand my question?

17 A. Yes, I do understand your question.

18 Q. Are there any? And don't feel obligated to
19 say yes or no, just the truth.

20 A. Well, that's what I've been doing all day
21 long. No, I don't recall any.

22 Q. Perfect. I have no further questions. Thank
23 you very much.

24 CROSS-EXAMINATION

25 BY MR. HAINES:

1 Q. Sir, I've just got a couple of questions for
2 you. I want to talk just a little bit about one of the
3 products we have talked a little bit about earlier today.
4 That would be the Kaylo asbestos pipe covering product.

5 Earlier today we were talking at some point
6 and the name came out, and I just want to talk to you a
7 little bit about that. Kaylo asbestos pipe covering, can
8 you just tell me a little bit about that? Describe what
9 that products looks like, the pipe covering.

10 A. Pipe covering, it has a little different
11 appearance, the color is a little different as I recall.

12 Q. I'm not talking about Unibestos, which we
13 talked about earlier today. But just pipe covering in
14 general, what does it look like when it's used? How do
15 you use pipe covering?

16 A. Well, it's generally in the shape of the
17 pipe.

18 Q. Okay.

19 A. And you -- there's two halves that you fit
20 around it and tie it with, usually stainless steel wire
21 or something of that order, and then you put cement over
22 the top.

23 Q. Okay.

24 A. So it comes in two halves that fit together.
25 It also is in the shape of elbows that you can fit on

1 there. Is that what you're --

2 Q. Right, just generally what it was used for.

3 And we were talking a little bit earlier, I think one of
4 the counsel asked you, you know, how much pipe covering
5 you saw. Now, pipe covering just doesn't run straight in
6 a long line. You have to cut it to fit; is that correct?

7 A. Oh, absolutely.

8 Q. Whenever there's a bump or hump or something,
9 you have to cut those segments, correct?

10 A. Yes.

11 Q. And when you cut pipe covering, is that
12 something that creates dust when you cut it?

13 A. It certainly does because they usually --
14 when I was doing it and observed it in the plants, you
15 cut it with a saw.

16 Q. Right.

17 A. Because you had to. It was so -- so --
18 because of the character of the material.

19 Q. And do you believe that you were exposed to
20 Kaylo asbestos pipe covering throughout your career in
21 the '50s, '60s and '70s?

22 A. Yes, I do.

23 Q. And that's a product that would have been cut
24 and installed -- Kaylo pipe covering is a product which
25 would have been cut and installed around you throughout

1 those years?

2 A. Yes.

3 Q. And, in fact, you talked a little bit, in
4 fact, in the early part of career you actually cut Kaylo
5 pipe covering and installed some yourself in your years
6 as co-op?

7 A. In the '50s.

8 Q. In the '51 through '54 time frame?

9 A. Uh-huh.

10 Q. So do you believe that you would have
11 breathed some of that dust from that Kaylo asbestos pipe
12 covering throughout your career?

13 A. Yes, I think I would have.

14 Q. And just very quickly, we've talked a little
15 bit about block insulation. And I believe you said that
16 Kaylo was also one of the makers of the block insulation;
17 is that correct?

18 A. Yes.

19 Q. Just so we're real clear and clear up what
20 the difference is, what is block insulation and why is it
21 different from pipe covering?

22 A. Well, block as its names implies is usually
23 in rectangular form, and you use it on large flat
24 surfaces.

25 Q. Okay. And again, is that a product which you

1 have to cut at times?

2 A. Yes, absolutely.

3 Q. Often?

4 A. Oh, yes. You rarely ever find a piece of the
5 material that's exactly the right size.

6 Q. And is Kaylo asbestos block something which
7 is dusty when cut?

8 A. Yes.

9 Q. And do you believe that you worked around the
10 Kaylo asbestos block throughout your career?

11 A. Well, in the --

12 Q. At times throughout your career?

13 A. At times in the '50s, '60s and perhaps some
14 of the '70s.

15 Q. Okay. That's all the questions I have for
16 you. I think we're done.

17 MR. HAINES: We're done.

18

19 (Signature waived by agreement
20 of counsel.)

21

22

23

24

25

1 STATE OF TEXAS X

2 COUNTY OF DALLAS X

3 I, LORI VAN FLEET, a Certified Shorthand Reporter in
4 and for the State of Texas, do hereby certify that the
5 foregoing answers in response to the questions propounded
6 were made before me by JULIAN D'AMICO, the witness
7 hereinbefore named, after said witness had been first
8 duly cautioned and sworn to testify the truth, the whole
9 truth, and nothing but the truth.

10 Further certification requirements pursuant to Rules
11 205 and 206 will be certified to after they have
12 occurred.

13 I further certify the above and foregoing Deposition
14 is a full, true, correct, and complete transcript of the
15 proceedings had at the time of taking said Deposition.

16
17 GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 4th
18 day of November, A.D., 1994.

19
20 

21 LORI VAN FLEET, CSR #5741
22 Certified Shorthand Reporter in
23 and for the State of Texas.
24 DIANA HENJUM REPORTING SERVICE, P.C.
25 619 Mercury Avenue
Suite 107
Duncanville, Texas 75137
(214) 780-5552 FAX # (214) 780-5730

My Commission Expires: 12-31-94

SIGNATURE WAIVED

CAUSE NO. 94-02896

JEWELL MARTIN ALLEY, ET AL) IN THE DISTRICT COURT OF
)
VS.) TRAVIS COUNTY, TEXAS
)
FIBREBOARD CORPORATION, ET AL) 147TH JUDICIAL DISTRICT

ORAL DEPOSITION OF JULIAN D'AMICOTAKEN ON OCTOBER 26, 1994

I, LORI VAN FLEET, Certified Shorthand Reporter,
CSR #5741, hereby certify that:

1. This Deposition transcript is a true record of
the testimony given by the witness named herein, after
said witness was duly sworn by me;

2. \$ 683.34 is the charge for the preparation
of the completed deposition transcript and any copies of
exhibits attached thereto, charged to Defendants Pro Rata
as noted.

3. The deposition transcript was not submitted to
the witness for examination and signature, examination
and signature having been waived by the witness and all
parties present; or

4. The deposition transcript was submitted on the
_____ to _____
for the witness to examine, sign and return to DIANA
HENJUM REPORTING SERVICE, P.C. by _____.

5. RETURN OF DEPOSITION TRANSCRIPT

a. The deposition transcript was returned,
properly executed by the said witness, to the deposition
officer ().

b. The deposition was returned unsigned
because of _____ illness; _____ refusal to sign; _____
absence of witness; _____ no reason given.

c. The deposition was not returned _____.

d. The deposition was retained by _____

_____ by agreement of the parties _____.

6. I further certify that the attached
change/correction sheet contains any changes, and the
reasons therefore, made by the witness.

7. The original executed transcript, or a certified
copy thereof, if applicable, together with all exhibits,
was (X) was not () delivered to the Custodial Attorney,
MR. RICK W. THAMM, BEAN & MANNING, 5847 San Felipe,
Suite 1500, Houston, Texas 77057 on November , 1994.

8. Pursuant to information made a part of the

1 record at the time said testimony was taken, the
2 following includes all parties of record:

3 MR. PATRICK HAINES
4 BARON & BUDD, P.C.
5 3102 Oak Lawn Avenue
6 Suite 1100
7 Dallas, Texas 75219

8 APPEARING FOR THE PLAINTIFFS;

9 MR. ROBERT E. THACKSTON, P.C.
10 VIAL, HAMILTON, KOCH & KNOX
11 1717 Main Street
12 Suite 4400
13 Dallas, Texas 75201

14 APPEARING FOR THE DEFENDANT,
15 WESTINGHOUSE CORPORATION;
16 Taxable Cost: 97.62

17 MR. STEVEN TOUPS
18 WELLER, GREEN, MCGOWN & TOUPS
19 Post Office Box 350
20 Beaumont, Texas 77704-0350

21 APPEARING FOR THE DEFENDANT,
22 PITTSBURGH CORNING CORPORATION;
23 Taxable Cost: 97.62

24 MS. SHERYL W. O'BRIANT
25 LIVINGSTON & MARKLE, P.C.
200 Waugh on the Bayou
55 Waugh Drive
Houston, Texas 77007

APPEARING FOR THE DEFENDANT,
UNITED STATES MINERAL PRODUCTS
COMPANY;
Taxable Cost: 97.62

MR. JAMES E. BROWN, JR.
JOHNSON & ASSOCIATES
4900 Woodway
Suite 1100
Houston, Texas 77056

APPEARING FOR THE DEFENDANT,
M.H. DETRICK COMPANY;
Taxable Cost: _____

1 MR. J. DAVID APPLE
2 BROWN McCARROLL & OAKS HARTLINE
3 300 Crescent Court
4 Suite 1400
5 Dallas, Texas 75201-6929

6 APPEARING FOR THE DEFENDANTS,
7 GARLOCK INC. AND ANCHOR PACKING
8 COMPANY;
9 Taxable Cost: _____

10 MR. DAVID R. CLOUSTON
11 LIDDELL, SAPP, ZIVLEY, HILL & LaBOON, L.L.P.
12 2200 Ross Avenue
13 Suite 900
14 Dallas, Texas 75201

15 APPEARING FOR THE DEFENDANT,
16 METROPOLITAN LIFE INSURANCE
17 COMPANY;
18 Taxable Cost: 97.62

19 MR. JAMES A. PRANSKE
20 CROUCH & HALLETT
21 717 North Harwood
22 Suite 1400
23 Dallas, Texas 75201

24 APPEARING FOR THE DEFENDANT,
25 NORTH AMERICAN REFRACTORIES
COMPANY;
Taxable Cost: _____

MR. J. GREGORY WHITTEN
STRASBURGER & PRICE, L.L.P.
901 Main Street
Suite 4300
Dallas, Texas 75202

APPEARING FOR THE DEFENDANT,
GENERAL REFRACTORIES;
Taxable Cost: 97.62

MR. ANTHONY PLETCHER
WHITE, HUSEMAN, PLETCHER & POWERS
600 Leopard Street
Suite 2100
Corpus Christi, Texas 78473

APPEARING FOR THE DEFENDANT,
MINNESOTA MINING AND
MANUFACTURING COMPANY;
Taxable Cost: 97.62

1 MR. RICK THAMM (Not Present)
2 BEAN & MANNING
3 5847 San Felipe Plaza
4 Suite 1500
5 Houston, Texas 77057

COUNSEL FOR OWENS-CORNING
FIBERGLAS CORPORATION.
Taxable Cost: 97.62

6
7 9. A copy of this certificate was served on all
8 parties shown herein.

9 GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the
10 4th day of November, 1994.

11 Lori Van Fleet
12 LORI VAN FLEET, CSR #5741
13 CSR EXPIRATION DATE: 12-31-94
14
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NO. 94-02896

JEWELL MARTIN ALLEY, ET AL § IN THE DISTRICT COURT OF
 §
 §
 VS. § TRAVIS COUNTY, T E X A S
 §
 §
 FIBREBOARD CORPORATION, ET AL § 147TH JUDICIAL DISTRICT

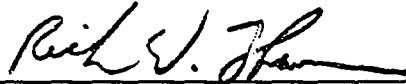
NOTICE OF INTENTION TO TAKE ORAL DEPOSITION

TO: Julian D'Amico, Plaintiff, by and through his attorney of record, Russell W. Budd, Baron & Budd, The Centrum, 3102 Oak Lawn Avenue, Dallas, Texas 75219.

PLEASE TAKE NOTICE that, pursuant to Rule 200 of the Texas Rules of Civil Procedure, Defendant Owens-Corning Fiberglas Corporation will take the oral deposition of Julian D'Amico on October 26, 1994 at 12:30 p.m. at the offices of Baron & Budd, The Centrum, 3102 Oak Lawn Avenue, Suite 1100, Dallas, Texas 75219 before a certified court reporter from Diana Henjum Reporting Service, P.C., 619 Mercury Ave, Suite 107, Duncanville, Texas 75137. The deposition will continue from day to day until completed.

Respectfully submitted,

BEAN & MANNING



RICK W. THAMM
 Texas State Bar No. 19820020
 5847 San Felipe, Suite 1500
 Houston, Texas 77057
 (713) 783-7070
 (713) 783-7157 Fax Number

ATTORNEYS FOR DEFENDANT,
 OWENS-CORNING FIBERGLAS CORP.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing deposition notice has been forwarded to all counsel of record on this the 10 day of October, 1994.

Rick W. Thamm
RICK W. THAMM

**NALLE
CLINIC**

KINGS DRIVE AT EAST BOULEVARD

October 4, 1993

Ms. Erma Champion
North Carolina Industrial Commission
430 North Salisbury Street
Raleigh, NC 27611

RE: D'AMICO, JULIAN
Nalle Clinic No. 5060738

Dear Ms. Champion:

On August 20, 1993, I had occasion to examine Mr. Julian D'Amico because of a history of asbestos exposure and occupationally-induced lung disease.

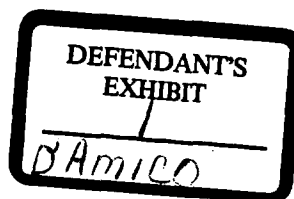
The patient's history of present illness revealed no childhood respiratory disease. He smoked briefly in college but never more than a half-pack of cigarettes per day and stopped that after two to three years. He was in the US Army on active duty for six months, then in the Reserves for 6½ years. His first job was with Duke Power when he was on co-op in college. He worked there for several quarters. He was exposed to asbestos during that period of time and then ultimately went to work for Duke Power for 33 years as an engineer. Initially he was working with boilers, gradually worked up the ladder, and wound up in an administrative position, but during the course of his employment was, on several occasions, frequently involved in areas where asbestos was taken off and replaced to insulate areas on boilers, pipes, and around gauges. He says he also, during some of his employment, was inside boilers checking seals on tubes which had asbestos in these. His exposure was mostly during the sixties and seventies. After the late seventies, when he moved up into management, he had less exposure and finally retired at age 56 in 1989. He took early retirement. He was not having problems with his health at that time. Said that he had generally done reasonably well but was having some problems with obstructive sleep apnea close to the time of his retirement.

He denies chest pain, hemoptysis, swelling of his feet or ankles, progressive weight loss, and was not complaining of exertional dyspnea at the time I saw him.

Additional medical history indicated that he had been followed by Dr. Paul O'Bar for peptic ulcer disease. He had had some decrease in his hearing and an irregular heartbeat and colon polyps, for which he is on a regular-scheduled follow up.

On physical exam, his height is 66½ inches, weight 160, blood pressure 110/70, pulse 74, respirations 16, temperature 98. His skin showed multiple hemangiomas which were benign. His head was normal. Eyes, ears, nose, mouth, and throat showed only decreased hearing. There was noted in the throat that the uvula had been amputated and the palate somewhat foreshortened by apparent previous surgical procedure. His neck was supple with a midline trachea. No adenopathy, thyromegaly or bruits. His chest was clear to

1350 South Kings Drive
Charlotte, North Carolina 28207-2198
(704) 342-8000
CONFIDENTIAL



ACCEPTED BY THE ACCREDITED
ASSOCIATION FOR AND ATTORNEY
RECEIVED

Ms. Erma Champion
October 4, 1993

Page 2

percussion and auscultation. His heart exam was normal. Abdomen was normal. Genital and rectal had been done by Dr. O'Bar earlier this year and were not repeated. His extremities showed no cyanosis, clubbing, phlebitis, or edema. Vascular, back and neurologic were normal.

His thin cut CT scan of the thorax done June 3, 1993, showed some noncalcified bilateral pleural plaquing with minimal subpleural interstitial thickening seen particularly in the right lower lobe. His chest x-ray showed primarily pleural disease. No interstitial changes were noted on the chest x-ray.

Pulmonary function studies show normal values for vital capacity, FEV1, midmax flow rate. His maximum breathing capacity was slightly reduced. There was no evidence of any pathologic process to account for this, and the volumes were somewhat irregular on that part of the test.

IMPRESSION:

1. Asbestos-related pleural disease with pulmonary fibrosis which is consistent with asbestos-related pulmonary disease as well.
2. History of obstructive sleep apnea, postsurgical repair.
3. History of peptic ulcer disease.
4. Presbycusis.
5. Polyps of the colon.

DISPOSITION AND RECOMMENDATIONS: At the present time the patient is under follow up with Dr. Paul O'Bar for his other medical problems. He is out of all asbestos exposure and respiratory irritants at the present time. He does not need any further pulmonary treatment or diagnostic measures.

His disability level is Category I AMA Criteria based on his excellent pulmonary function studies, normal blood gases, and stated exercise performance.

Sincerely,

EDWARD E. LANDIS, JR., M.D.

EELjr/SIM/LT-cg-MN486-H46704.L86

cc: Mona Lisa Wallace, Attorney at Law, 310 N. Main Street, Salisbury, NC
28144

File Reference: D'AMICO, JULIAN ---5060738 10/04/93 :76

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

JAMES C. SIZEMORE	NO. 99-CP-23-0325
LARRY G. SELLARS	NO. 99-CP-23-0319
ROY ALLRED	NO. 99-CP-23-0343
CARL E. SMITH, SR.	NO. 99-CP-23-0317

Plaintiffs,

vs.

ACandS, INC., ET AL.,

Defendants.

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

DEPOSITION OF JULIAN D'AMICO

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

Pursuant to Notice of Deposition and/or agreements in the above-entitled case, the deposition of JULIAN D'AMICO was taken by the below-named Notary Public for South Carolina and Certified Court Reporter at the offices of Haynsworth Sinkler Boyd, P.A., 75 Beattie Place, Greenville, South Carolina, on the 30th day of January, 2001, commencing at 10:06 a.m.

Deposition reported by: Deanna M. Bair, CCR



APPEARANCES:

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Salisbury, North Carolina 28144

.....on behalf of the plaintiff

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.....on behalf of Defendant, Wagner Electric Corp.

STIPULATIONS: Taken pursuant to the South Carolina
Rules of Civil Procedure.

WAIVER: Examination and reading of the deposition
are waived by the witness and by the parties.

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Exhibits: (No exhibits introduced)

1 JULIAN D'AMICO, being duly sworn, testified as
2 follows:

3 EXAMINATION BY MR. TWEDT:

4 Q. Mr. D'Amico, my name is Alex Twedt. I'm going to be
5 asking you a series of questions today with regard
6 to coworker depositions and your knowledge, personal
7 knowledge of your experience with these coworkers.
8 Have you ever taken a deposition before?

9 A. Yes.

10 Q. How many depositions have you taken and in what
11 context?

12 A. Oh, gee. I don't remember the exact number. I
13 think it's in the order of three to four.

14 Q. Okay.

15 A. And they're all in connection with asbestosis cases.

16 Q. Have you been a plaintiff in an asbestos case?

17 A. Yes.

18 Q. Were you a plaintiff with a law firm of Barron &
19 Budd?

20 A. Yes.

21 Q. Has that case settled?

22 A. Yes.

23 Q. And did you receive settlement checks from certain
24 defendants in that case?

25 A. I did, yes.

1 Q. Do you remember the names of the defendants that you
2 received settlement checks from?

3 A. I can recall some, but not all of them.

4 Q. Well, who can you recall?

5 A. Combustion Engineering, General Electric, oh, let's
6 see. Owens-Corning. Gee, AP Green was in there.
7 Armstrong. Sometimes I get the products and the
8 companies mixed up, but Johns-Manville. Did I say
9 Johns-Manville?

10 Q. No.

11 A. Johns-Manville. Flexitallic.

12 Q. Is that all that you can remember?

13 A. That's all I can remember at this point.

14 Q. All right. Now, you said you may have had three or
15 four depositions. One of your depositions was as a
16 plaintiff in the Barron & Budd case; is that
17 correct?

18 A. That's correct.

19 Q. What context were your other depositions taken in,
20 in asbestos cases? Are you a plaintiff in a case
21 with Wallace & Graham?

22 A. You mean currently?

23 Q. Yes.

24 A. No, not currently, no. Well, I'm not sure what you
25 mean by that question.

1 Q. Do you have a lawsuit currently pending where
2 Wallace & Graham is currently representing you as
3 attorneys?

4 A. Not currently, no.

5 Q. What other depositions have you given and in what
6 context, then?

7 A. I gave a deposition in 1999 in connection with other
8 plaintiffs.

9 Q. Like a coworker deposition?

10 A. Yes.

11 Q. Was that for the Barron & Budd case?

12 A. No.

13 Q. That would have been October 11th of 1999; does that
14 sound about right?

15 A. I think that was correct, yes. I know it was in the
16 fall.

17 Q. Okay. And your other depositions, were they
18 coworkers also?

19 A. I don't recall doing another coworker deposition
20 specifically.

21 Q. Did you have a deposition with regard to a workers'
22 compensation case?

23 A. Yes.

24 Q. When was that deposition taken?

25 A. Well, that -- that was the Barron & Budd case and

1 that was in Texas.

2 Q. I'm going to go through a list of names and the
3 first thing I want you to do is just tell me whether
4 you know these people that I'm going to say.

5 Roy Allred?

6 A. Yes, I know Roy.

7 Q. Larry Sellars?

8 A. Yes.

9 Q. James Sizemore?

10 A. I do not recall him.

11 Q. Okay. So sitting here today, you could not testify
12 here or at trial concerning any exposure that
13 Mr. Sizemore would have been --

14 A. I could not.

15 Q. -- to asbestos-containing products?

16 A. That's correct, I could not.

17 Q. How about a Carl E. Smith, Sr.?

18 A. I do not recall him.

19 Q. So the same question: Sitting here today, you could
20 not testify here or at a trial concerning any
21 asbestos-related exposure concerning a Mr. Carl E.
22 Smith, Sr.?

23 A. That is correct.

24 Q. Let's just focus on the two people that you do know.
25 Roy Allred. How do you know Roy?

1 A. Well, I know him from having been involved at Lee
2 Steam Station over quite a number of years, and he
3 was in operations at Lee Steam Station, and that was
4 one of the areas that I had contact with the plant,
5 in operations and maintenance.

6 Q. Your affidavit says that you worked at Lee Steam
7 from 1951 to 1989; is that correct?

8 A. No, I worked intermittently at times at Lee Steam
9 Station. It was during -- primarily, but not
10 altogether; during periods of large maintenance
11 work.

12 Q. Okay.

13 A. And I had responsibility for all of the plants for a
14 period of time in large boiler maintenance
15 specifically.

16 Q. Is the only place Lee Steam Station that you worked
17 with Mr. Allred?

18 A. Yes, it's the only one that I recall.

19 Q. What was your job description and your duties at Lee
20 Steam Station throughout your career? You said --
21 you elaborated a little more; was it on boiler work?

22 A. Okay. Well, it was primarily in the '60s and some
23 in the '70s, but I was responsible for the large
24 maintenance work on the boilers, on the whole
25 system, on the whole Duke system and that included

1 all of the coal-fired plants. As I mentioned
2 before, I did visit the various plants to inspect
3 the boilers with the plant personnel, first to
4 determine what needed to be done in this large
5 maintenance area; and then, when the work began, I
6 would go back to the plant and crawl through the
7 boilers observing the work being done at that time,
8 so that's --

9 Q. Did you have a supervisory position at Duke Power?

10 A. Well, I was -- yes, it was a management-type
11 position. I had various titles throughout my
12 career.

13 Q. Okay.

14 A. As most people do.

15 MR. ODOM:

16 Off the record.

17 EXAMINATION RESUMED BY MR. TWEDT:

18 Q. Mr. D'Amico, we were talking about Roy Allred. What
19 did Mr. Allred do at Lee Steam Station?

20 A. He was in operations.

21 Q. And describe to me what that means.

22 A. Well, he initially was in shift operations, which
23 they're responsible for operating the plant,
24 operating all of the equipment in the plant. Later
25 he -- and I cannot recall exactly when that was --

1 he was promoted into, what we called at that time,
2 production office, which was a supervisory capacity
3 in relation to the shift operations and kind of
4 overall operations of the plant. So he was involved
5 with all of the equipment.

6 Q. Let's start with his shift operation work.

7 A. Okay.

8 Q. Do you believe that Mr. Allred was exposed to any
9 asbestos-containing products or materials at Lee
10 Steam Station performing shift operation work?

11 A. My recollection of him was more after he was
12 promoted into the production office than it was
13 shift operations.

14 Q. Okay. So you could not testify here or at trial
15 concerning his exposure to asbestos-containing
16 products or materials based on his shift operation
17 work at Lee Steam Station; is that correct?

18 A. That's correct, I could not.

19 Q. Now, as his supervisory position with the production
20 office, was it?

21 A. That's what we referred to it at that time, yes.

22 Q. Tell me about his job duties there. Did he have an
23 actual office that he would work out of?

24 A. He shared an office with another one or two others.

25 Q. Did this office that he shared, would it have air

1 conditioning?

2 A. Yes. Yes.

3 Q. And what type of office work would he be doing?

4 A. Well, his work, some of it was in the office, but a
5 large part of it was in the plant.

6 Q. Okay. Let's focus on his office work first. What
7 office work did he do?

8 A. Well, primarily records and that sort of thing.

9 Q. What kind of records?

10 A. Reviewing operating logs, reviewing the records from
11 instruments, if there were a problem in a plant, for
12 instance. As an example, if we had a trip out on a
13 unit, he, as well as other people, would analyze the
14 data, look at the data to see if they could
15 determine specifically what the problem was. So
16 that's just an example, but those kinds of things.

17 Q. And when do you first remember him being in the
18 production office; what years do you remember?

19 A. My best recollection, it was in the '60s, but I
20 cannot recall a specific year.

21 Q. Okay. Now would he have been in the production
22 office all the way until -- at Lee Steam Station all
23 the way until you left in '89?

24 A. Yes.

25 Q. Now do you believe as a production -- in the

1 production office when he was actually doing office
2 work, do you believe that he was exposed to any
3 asbestos-containing products or materials while he
4 was doing office work?

5 A. I have no way of knowing that. I know that at some
6 of the plants that there was floor covering that had
7 asbestos material, but I do not know specifically if
8 that was the case at Lee.

9 Q. Okay. So sitting here today, you could not testify
10 one way or the other either here or at a trial, that
11 he was exposed to asbestos-containing products based
12 on his office work at the Lee Steam Station?

13 A. That's correct, I could not.

14 Q. And then, you said that some of his work would also
15 be done in the plant itself?

16 A. That's right.

17 Q. What kind of work would he do in the plant, out of
18 the production office as a supervisor?

19 A. Okay, he would be at various times inspecting
20 equipment throughout the plant, particularly as it
21 relates to problems with the equipment or
22 maintenance work that needed to be done on the
23 equipment.

24 Q. In his capacity as a supervisor and inspecting the
25 equipment, do you believe that he was exposed to any

1 asbestos-containing products or materials at the Lee
2 Steam Station?

3 A. Yes, I feel that he was, yes.

4 Q. What types of asbestos-containing products or
5 materials do you believe he was exposed to at the
6 Lee Steam Station?

7 A. Well, I know he was in and around the boilers quite
8 a lot, so that would be one area. And when turbine
9 maintenance work was done, overhaul of steam
10 turbines, he was in very close proximity to that
11 work going on, inspecting it and looking -- you
12 know, checking the progress and so forth on almost a
13 daily basis during that period of time that the work
14 was going on.

15 Q. What type of boilers are at the Lee Steam Station?

16 A. They're Combustion Engineering.

17 Q. How many of them are there?

18 A. Three.

19 Q. And how many turbines are at the Lee Steam Station?

20 A. Three.

21 Q. And who manufactured those?

22 A. GE. You're speaking of steam turbines, I assume?

23 Q. Whatever turbines are there.

24 A. Okay, there are also three what we referred to as
25 combustion turbines, they're really gas turbines,

1 and they're a separate part from -- they're located
2 on the same site, but separate from the steam
3 turbines. They were added on later for peaking.

4 Q. Do you know what years they were added on?

5 A. Yes, that was the late '60s. My best recollection
6 would be '68, but it was late '60s. I cannot be
7 exactly sure of that year, but it was somewhere in
8 there.

9 Q. Okay. Do you know who manufactured the gas
10 turbines?

11 A. Those were Westinghouse. And Roy was also involved
12 in those as well as the steam turbines.

13 Q. Okay. Did you personally witness Mr. Allred working
14 on the boilers at Lee Steam Station?

15 A. I have seen him in the vicinity of the boilers as
16 work was being conducted, yes.

17 Q. Have you seen him actually inside of a boiler at the
18 Lee Steam Station?

19 A. I cannot say that I specifically saw him inside the
20 boiler.

21 Q. What type of asbestos-containing products or
22 materials related to a boiler do you have personal
23 knowledge that he was exposed to?

24 A. I would say the insulation that is between the tubes
25 in the boiler and what we call the skin of the

1 boiler, the outside metal casing of the boiler.

2 There was a -- there's block -- well, there is a
3 mastic material that is applied to the tubes and
4 then a block material that is applied, asbestos type
5 of block.

6 Q. Are the tubes inside the boiler?

7 A. Yes. Yes. They form the wall of the boiler all the
8 way around.

9 Q. But you never personally saw him inside the boiler
10 working on tubes?

11 A. I do not recall that. I believe that he was, but I
12 cannot specifically say that he was.

13 Q. Did you personally see him working on the skin of
14 the boiler, where actually he was cutting into it?

15 A. No, not that he -- no, he would not have been
16 cutting into it. Other maintenance workers would
17 have been cutting into it, but he would have been in
18 the vicinity, the same vicinity as they were doing
19 the work.

20 Q. So the exposure wouldn't be hands-on, it would be
21 standing near where the work was being done?

22 A. Yes. Yes, because he didn't actually do the cutting
23 of the skin casing.

24 Q. All right. Other than boilers and turbines, are
25 there any other products or materials that you can

1 testify here or at trial that Mr. Allred would have
2 been exposed to at Lee Steam Station that contained
3 asbestos?

4 A. Well, we had, part of the turbine maintenance, you
5 know, they disconnect -- they take the turbine
6 completely apart, and to do that, you have to
7 disconnect flanges, high-pressure flanges that are
8 attached to the shells of the turbines. They have
9 asbestos type of gaskets in those locations.

10 Q. Do you know the name of the manufacturer of any of
11 these asbestos type of gaskets?

12 A. The primary one that was used at Lee and on all of
13 the other plants were Flexitallic gaskets because
14 they were the best. Other types were tried, but
15 those were the best and they were pretty universally
16 used everywhere.

17 Q. Did you ever see Mr. Allred actually hands-on
18 disconnect the flanges and insert or take out
19 gaskets?

20 A. No.

21 Q. Let's move to Mr. Larry Sellars. Where did you work
22 with Mr. Sellars?

23 A. Again, at Lee Steam Station.

24 Q. And what did Mr. Sellars do at Lee Steam Station?

25 A. He was in maintenance. His primary job was welding,

1 although he did a lot of other types of maintenance,
2 mechanical maintenance.

3 Q. And do you believe Mr. Sellars was exposed to any
4 asbestos-containing products or materials in his job
5 capacity at the Lee Steam Station?

6 A. Yes.

7 Q. What types of products or materials do you believe
8 he was exposed to?

9 A. In the boilers, the asbestos materials connected
10 with the boilers.

11 Q. All right. Did you actually see him hands-on inside
12 of a boiler?

13 A. I have seen him several times inside boilers. I
14 cannot tell you specifically how many times, but it
15 was a fair number of times.

16 Q. And what was he doing in the boilers that you
17 remember?

18 A. He was primarily doing welding, but he also was
19 cutting skin casing on the boileries, which I
20 referred to a few moments ago, just all of the types
21 of work that needed to be done to repair the
22 boilers; but his job was primarily doing welding
23 type of work, cutting and welding.

24 Q. Are there any other asbestos-containing products or
25 materials that you believe that Mr. Sellars would

1 have been exposed to at the Lee Steam Station?

2 A. From time to time, Mr. Sellars would have been
3 working around the steam turbines also.

4 Q. What kind of work would he be doing on the turbines?

5 A. General -- helping to overhaul the turbines.

6 Q. Did you actually witness Mr. Sellars working on
7 turbines?

8 A. Yes, I have seen him out in the turbines, working in
9 the general area of the turbines, yes.

10 Q. Let me show you an affidavit. Is that your
11 signature there?

12 A. Yes. Uh-huh (affirmative).

13 Q. Where did you have this notarized?

14 A. In Mooresville.

15 Q. In Mooresville?

16 A. Yes.

17 Q. Where did you take it to have it notarized, do you
18 remember?

19 A. I do not recall. I believe that it was -- they have
20 changed the name. It was Lincoln Bank, now it's
21 First Charter Bank. I have an account with them.

22 Q. Okay.

23 A. I use several different notaries from time to time,
24 and that's one that I use. It could have been that
25 one or another location, but I believe it was First

1 Charter.

2 Q. Well, I think that's all of the questions I have for
3 right now. I may have some at the end. Thank you,
4 sir.

5 EXAMINATION BY MR. CAUSBY:

6 Q. Mr. D'Amico, I'm Tom Causby.

7 A. Hi, Tom.

8 Q. We met at your last deposition, if you remember that
9 or not.

10 A. Yes, I recall your face, not the name but the face.

11 Q. I want to ask you these gas turbines --

12 A. Yes.

13 Q. -- that are at Lee.

14 A. Right.

15 Q. If I understand your job during the time period
16 we've been talking about, did you say you were in
17 charge of the maintenance of all of Duke's boilers,
18 sort of over all of that?

19 A. Yes.

20 Q. Your job focused on boilers, right?

21 A. Okay, except when we begin to install gas turbines,
22 I was given the project at both Dan River and Lee to
23 be the lead engineer, the lead person engineer, to
24 follow the installation of those units. I started
25 from the very start, when we had negotiations with

1 manufacturers, and what the specifications, all of
2 that business, all the way up through the startup
3 and commercial operation of those units.

4 Q. So you had something to do with bringing these --
5 you identified them as Westinghouse turbines at Lee?

6 A. Yes. Those were, yes.

7 Q. You did nothing with Westinghouse?

8 A. No, I did not personally negotiate. I was in on the
9 negotiating sessions, but more as an observer
10 than --

11 Q. I see.

12 A. But there would be times when I would have input to
13 ask technical questions concerning the equipment,
14 but not -- it was limited to technical aspects.

15 Q. Did you speak directly to the Westinghouse
16 employees?

17 A. You mean in those negotiating sessions?

18 Q. Yes.

19 A. Oh, sure.

20 Q. So would you be, you and some other Duke, whoever
21 they might be, other Duke employees, what, would you
22 be in an office somewhere actually meeting with
23 Westinghouse people talking about the kinds of
24 turbines you needed?

25 A. Yes.

1 Q. Now, do you know, did part of your negotiation with
2 Westinghouse at all deal with a type of insulation
3 that would be put on turbines?
4 A. I do not recall that subject being brought up.
5 Q. Was the topic of asbestos brought up, to your
6 recollection, with Westinghouse?
7 A. I don't specifically remember that being brought up.
8 Q. You don't even remember that even being a topic at
9 all?
10 A. No, I really don't.
11 Q. Were you at Lee when these gas turbines were
12 delivered?
13 A. Well, I was -- my regular assignment was in the
14 general office, but I did visit Lee frequently
15 during the installation and startup of the
16 combustion turbines, yes.
17 Q. Do you know what these three gas turbines were
18 insulated with?
19 A. I found out later, I didn't know it at the time. I
20 found out later it was asbestos.
21 Q. All right. Do you know --
22 A. Or there was a good deal of asbestos on the units.
23 Q. I'm sorry, I didn't mean to interrupt you.
24 A. It's okay.
25 Q. Do you know where that material came from?

- 1 A. I do not.
- 2 Q. Do you know whether it was supplied by Westinghouse,
3 talking specifically of the insulation?
- 4 A. Yeah, I know what you're talking about. I cannot
5 say for certain.
- 6 Q. Do you know whether it was ordered, let's say, by
7 Duke Power from another source other than
8 Westinghouse; do you know that?
- 9 A. My answer to that would be no, because that was part
10 of the Westinghouse contract, to my best
11 recollection, that they provided that as part of
12 their package.
- 13 Q. Part of the insulation as part of the package?
- 14 A. That was my understanding.
- 15 Q. Now am I correct that Duke Power had certain
16 requirements of turbines, right?
- 17 A. What do you mean by "requirements," now?
- 18 Q. I mean, you had certain things you wanted to do with
19 the turbines to accomplish?
- 20 A. Yes.
- 21 Q. When you would enter into these negotiations, I
22 assume you would do something like, we need a
23 turbine to do X, Y, Z, to accomplish whatever goal
24 Duke had in mind?
- 25 A. Right, certainly.

1 Q. And those were Duke Power's requirements, correct?

2 A. Yes.

3 Q. And anything that Westinghouse supplied, am I
4 correct, would have been to meet the requirements
5 imposed on them, on their turbine, by Duke Power,
6 correct?

7 A. I don't exactly know how to answer that. It was a
8 little bit like -- if I can digress for just a
9 minute, okay.

10 Q. Sure.

11 A. It's a little bit like buying an automobile. You
12 look at various automobiles and you decide which one
13 best suits your needs and then you get that;
14 delivery and price and all of those things have a
15 part of it, so you say, Well, I'm going to buy this
16 one. And Duke was looking at other manufacturers
17 but they bought those particular ones, now, based on
18 price and delivery, et cetera, and requirements as
19 you pointed out. So I don't -- other than that, I
20 don't know how to answer your question.

21 Q. That's fine. Was Duke Power involved in the
22 installation of the turbines directly? I mean, were
23 there Duke Power, I mean, Westinghouse -- I may have
24 asked that all wrong. Let me start over.

25 Were Westinghouse employees involved in the

1 installation of the three gas turbines at Lee?

2 A. Well, there were certainly Westinghouse personnel
3 there, for instance, Westinghouse engineers and
4 startup people and those kinds of people. But my
5 best recollection is that they were installed by
6 Duke construction.

7 Q. Do you know the names of any of the Westinghouse
8 engineers that may have come to Lee at any point?

9 A. Gee, I don't, that's been so long ago.

10 Q. Okay. That's fine. Do you know from your own
11 knowledge, from what you actually saw, whether
12 Mr. Allred was involved in the installation of any
13 or all of these three gas turbines?

14 A. I cannot say that specifically, no.

15 Q. How about the same question as to Mr. Sellars?

16 A. You're speaking of the startup, the installation and
17 startup only?

18 Q. Yes, sir, that's all I'm saying right now.

19 A. Okay. I cannot say that specifically with him
20 either.

21 Q. Now, like every piece of equipment, maintenance has
22 to be done, had to be done on these gas turbines,
23 right?

24 A. Yes.

25 Q. Do you know how often they would have to be, what

1 would you call it, overhauled, rebuilt, or whatever?

2 A. There were maintenance intervals based on the number
3 of operating hours, and I just cannot recall what
4 those intervals were, I really can't.

5 Q. Do you know what it would roughly translate to at
6 Lee; would it be roughly once a year, once every two
7 years? If you can't do that, that's fine, I just
8 want to know if you can.

9 A. Well, it's hard to relate it to years, because it
10 depends on how much the unit ran during the year.
11 These were peaking units. They were used strictly
12 for the hot summertime when everybody is using air
13 conditions and some in the winter when it was
14 extremely cold, and it would vary with the weather
15 during that particular year, how much they ran. So
16 it's just -- it's difficult to say in, you know,
17 number of years.

18 Q. Yeah. The difference, then, at least in terms of
19 what they were designed to do, these Westinghouse
20 gas turbines and the GE turbines was, am I correct,
21 the steam turbines were the primary source for
22 producing electricity, right?

23 A. Yes.

24 Q. And they pretty much ran all of the time?

25 A. During certain periods, they did. Now as we put on

1 more larger units, like the big nuclear units, they
2 ran less, but yes, they were in the '60s and '70s,
3 pretty much what we call baseload units, they ran
4 most of the time.

5 Q. And these gas turbines, as you explained, would
6 basically kick in primarily at peak times when they
7 just needed a boost in the power production, right?

8 A. That's correct.

9 Q. Did you ever witness Mr. Allred involved in the
10 teardown of one of the GE turbines?

11 A. Well, I recall seeing him in the vicinity of the
12 work that was being done and observing the work and
13 checking various aspects of the turbines while that
14 work was being done.

15 Q. Was -- were the GE turbines insulated --

16 A. Yes.

17 Q. -- with asbestos?

18 A. Yes.

19 Q. And was there -- do you ever recall a time when
20 Mr. Allred was in the vicinity when that insulation
21 was being either removed or replaced, on the GE
22 turbines I'm speaking of?

23 A. I can't recall a specific instance.

24 Q. Generally speaking, would the GE turbines require
25 more frequent maintenance than the Westinghouse

1 turbines?

2 A. That is a hard question to answer, because the gas
3 turbines, the maintenance is very high for the
4 number of operating hours -- per operating hour,
5 whereas the steam turbine is much lower per
6 operating hour. So again, it's a difficult question
7 to answer.

8 Q. Did you ever witness Mr. Sellars in the area with GE
9 turbines when insulation was being removed or
10 replaced?

11 A. I can't recall a specific instance.

12 Q. All right. I'm going to ask the same questions as
13 far as the Westinghouse turbines go. Did you ever
14 witness Mr. Allred in the vicinity when the
15 Westinghouse turbines, the insulation was being
16 removed or replaced on the Westinghouse turbines?

17 A. No, I cannot recall a specific occasion.

18 Q. The same question for Mr. Sellars: Did you ever
19 witness Mr. Sellars in the vicinity when insulation
20 was being removed or replaced on the Westinghouse
21 turbines?

22 A. I know Mr. Sellars did work on those units, but I
23 cannot recall a specific instance where the
24 insulation was being removed.

25 Q. Did I hear you say that the Westinghouse gas

1 turbines were in a separate building than the GE
2 turbines?

3 A. Yes. Yes.

4 Q. What else was in that building besides these three
5 Westinghouse turbines?

6 A. Okay, the three Westinghouse units each had their
7 own building.

8 Q. Okay.

9 A. And so there were really three buildings side by
10 side.

11 Q. Okay.

12 A. Separated by 15 or 20 feet.

13 Q. Okay. The buildings were designed solely to house
14 the turbines?

15 A. Yes. Yes.

16 Q. Nothing else was in those buildings?

17 A. Nothing that was not related to the turbines.

18 Q. Of course, I understand that. So for one to be
19 exposed, let's say, to any of the dust from any work
20 on insulation on the Westinghouse turbines, would
21 one have to actually be in the appropriate building,
22 just from your observations?

23 A. Yeah, I would say yes.

24 Q. Then am I correct that if one were just generally at
25 Lee, just there at Lee wherever they might be

1 working, they were not in the building with the
2 Westinghouse turbine, from your observation, they
3 could not be exposed to dust from any insulation
4 from those turbines; is that correct?

5 A. Yes, I would have to say that would probably be the
6 case.

7 Q. Okay, sir, thank you. Those are all of my
8 questions. Thank you for answering those,
9 Mr. D'Amico.

10 EXAMINATION BY MR. URSILLO:

11 Q. Mr. D'Amico, my name is David Ursillo. How are you
12 doing today?

13 A. Fine. How about you?

14 Q. Okay. I apologize for missing the wrong office at
15 first. I just have a couple of quick background
16 questions, and then a few substantive ones.

17 A. Sure.

18 Q. When were you at the Lee plant?

19 A. Intermittently. I never worked directly at Lee,
20 permanently at Lee. My job was in the general
21 office in Charlotte, but I did visit Lee
22 periodically, as I did the other plants. Primarily
23 doing inspection work -- pardon me, inspection work
24 on the boilers, both before and after -- during and
25 after the maintenance, large maintenance work;

1 replacing tubes, as an example, in boilers.

2 Q. And you went to the Charlotte office in what year?

3 A. Let's see. My first -- I believe it was '59. Let's
4 see. I should be able to say that right off the top
5 of my head.

6 Q. Just approximately.

7 A. I have to start out when I was in Floyd and figure.

8 Q. Sure.

9 A. '59 would be close, very close.

10 Q. And you stayed at the Charlotte office --

11 A. '59.

12 Q. And you stayed at the Charlotte office until you
13 retired?

14 A. No. No. I had one stint, or period where it was in
15 '71 to '73.

16 Q. Okay.

17 A. I was moved to Allen Steam Station, and that was --
18 at that time, that was a permanent assignment. Of
19 course, nothing is ever permanent with a company
20 like Duke. But I was there as -- we called it
21 superintendent at that time, but it was really
22 manager. It's what we would call manager today, but
23 it was the same position for those two years.

24 Q. And then after Allen Steam Station --

25 A. I went back to the general office.

1 Q. Were there any other permanent, sort of permanent as
2 you described them, places that you ended up, that
3 you went to?

4 A. Well, I worked at two plants before I went to the
5 general office: Dan River and Lee -- excuse me.
6 Dan River and Riverbend.

7 Q. Okay.

8 A. Dan River was the first plant I worked at when I
9 graduated from college.

10 Q. What year, do you know what year that was?

11 A. '56, January of '56 I went to work at Duke.

12 Q. And how about at Riverbend?

13 A. Riverbend, it was March of '57.

14 Q. Okay. You mentioned that you -- as to Mr. Allred,
15 you remember seeing him exposed to asbestos at the
16 boilers; is that correct?

17 A. That's correct, yes.

18 Q. Do you know what specific asbestos products were at
19 the boilers that he was exposed to?

20 A. Okay. As I pointed out earlier, he was a welder and
21 he was exposed to the block insulation between the
22 tubes and the skin casing, the metal casing around
23 the boilers, because he would make openings there to
24 repair tubes. That's the way that we had to repair
25 tubes, you had to cut a hole in there to either weld

1 up a hole in a tube or cut out a section, and those
2 would be temporary repairs, but. So he was exposed
3 to that as well as the material that was used to
4 essentially seal up the cracks between the tubing.
5 It was a mastic type of material and I cannot recall
6 off the top of my head what that was.

7 MR. ODOM:

8 Are we talking about Sellars or Allred? Which one
9 are you talking about, Mr. Sellars or Mr. Allred?

10 THE WITNESS:

11 A. Didn't you say Sellars?

12 EXAMINATION RESUMED BY MR. URSILLO:

13 Q. I had said Allred.

14 MR. ODOM:

15 I wanted to clear that up.

16 THE WITNESS:

17 A. Oh, I'm sorry. I'm sorry. I thought you were
18 talking about Sellars.

19 EXAMINATION RESUMED BY MR. URSILLO:

20 Q. That's fine.

21 A. Oh, no, this doesn't apply to Mr. Allred what I just
22 said.

23 Q. As to Mr. Allred --

24 A. Mr. Allred.

25 Q. -- do you know the specific asbestos materials that

1 he was around at the boilers you were describing?

2 A. Well, he would have been in the same area as other
3 repairmen that were doing the work, but more from an
4 observation, checking standpoint than actually doing
5 the work. He didn't do the work, like welding or
6 cutting, but he would have been in close proximity
7 to the work.

8 Q. And as to Mr. Sellars, he was involved with the, you
9 said the skin casings, the tubing?

10 A. Well, yeah, anything inside and outside of the
11 boilers that required his skills.

12 Q. That's all of the questions I have. Thank you.

13 EXAMINATION BY MR. HENRIKSON:

14 Q. Mr. D'Amico, my name is Matt Henrikson. Let me make
15 sure I understand about Mr. Allred.

16 A. Sure.

17 Q. My understanding is that your only personal
18 knowledge as to any potential exposure to
19 asbestos-containing products with him would have
20 been that he was in the vicinity of boilers while
21 maintenance workers would cut the skin?

22 A. Well --

23 Q. Is that right?

24 A. Well, that was one area, yes.

25 Q. That was the one area that you have personal

1 knowledge of him being around, correct, because you
2 never saw him actually in a boiler?

3 A. That's true. That's true.

4 Q. About how many times do you think you saw him in the
5 vicinity of a boiler while the skin was being cut?

6 A. A number of times.

7 Q. Just approximately, I mean four, five, six, 200?

8 A. Oh --

9 Q. If you know.

10 A. I don't know. I really can't give you a good answer
11 on that.

12 Q. That's fine. And when you say in the vicinity, do
13 you have some idea as to how far away he would have
14 been from the work?

15 A. Well, at times he would have been, you know, as
16 close as I am to --

17 (Indicating to Mr. Odom.)

18 Q. And at other times as far away as --

19 A. Well, he didn't stay right, you know, right up next
20 to the guy that was doing the welding the whole
21 time, but he would have been in the general area of
22 the -- you know, within 5 or 10 feet anyway, but a
23 lot of times, he would have been a lot closer than
24 that, just various.

25 Q. Right. And regarding the material that was

1 underneath the skin of the boiler that you
2 described, do you have any idea who manufactured
3 that product?

4 A. I do not.

5 Q. Have you at any time ever had any occasion to see
6 Mr. Allred or Mr. Sellars working on motor vehicle
7 brakes or being in the vicinity of other people
8 working on motor vehicle brakes?

9 A. No.

10 Q. I don't have any other questions.

11 EXAMINATION BY MR. DERRICK:

12 Q. I'm Jason Derrick. Have you at any time seen
13 Mr. Sellars or Mr. Allred working on any type of
14 brakes, anything, any clutches?

15 A. No.

16 Q. Okay. No further questions.

17 MR. ODOM:

18 I think we're done.

19 (There being no further questions, this deposition
20 was concluded at 10:54 a.m.)

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CERTIFICATE

I, the undersigned, Deanna Bair, notary public
in and for the State of South Carolina, do hereby certify
that the foregoing deposition was taken on the 30th
Day of January, 2001;

That the within deponent was sworn to tell the
truth and that the foregoing is an accurate transcription
of the testimony taken under oath;

That all exhibits entered herein are attached
hereto and made a part of the deposition.

I further certify that I am neither counsel nor
solicitor to any of the parties in said suit, nor
interested in the event of the cause.

In witness whereof, I have hereunto set my hand
and seal this 2nd Day of February, 2001.

DEANNA M. BAIR, CCR
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 5/4/2004

(SEAL)

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

GALEN GARREN and
PAULETT GARREN,

Plaintiffs,

v.

AIR & LIQUID SYSTEMS CORPORATION
individually and as successor-in-interest to
BUFFALO PUMPS, INC.

ANCHOR DARLING VALVE COMPANY

AURORA PUMP COMPANY

BW/IP INC.

and its wholly-owned subsidiaries

In Re: Receivership of COVIL
CORPORATION by and through its Receiver
Peter D. Protopoulos

CRANE CO. individually and as successor-in-
interest to Deming Pumps

CRANE PUMPS & SYSTEMS, INC., f/k/a
DEMING PUMPS

CROWN, CORK AND SEAL COMPANY,
INC.

DANIEL'S CONSTRUCTION, LLC,

ENSTAR (US) INC.
individually, and as successor-in-interest to
ZURICH AMERICAN INSURANCE
COMPANY and as the alter ego to COVIL
CORPORATION

FISHER CONTROLS INTERNATIONAL,
LLC

FLUOR CORPORATION

C/A NO. 2021-CP-40-_____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket
Living Lung Cancer

SUMMONS

PLAINTIFF'S
EXHIBIT

20A

)
FLUOR CONSTRUCTORS)
INTERNATIONAL, f/k/a FLUOR)
CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FOSTER WHEELER ENERGY)
CORPORATION)
)
GENERAL ELECTRIC COMPANY)
)
GOULDS PUMPS, INCORPORATED)
)
GRINNELL LLC)
d/b/a GRINNELL CORPORATION)
)
THE J.R. CLARKSON COMPANY,)
successor to the KUNKLE VALVE)
COMPANY, and successor to J.E.)
LONERGAN COMPANY)
)
METROPOLITAN LIFE INSURANCE)
COMPANY, a wholly-owned subsidiary of)
METLIFE INC.)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
individually, and as the alter ego to COVIL)
CORPORATION)
)
VELAN VALVE CORP.)
)
VIACOMCBS INC.)
f/k/a CBS CORPORATION, a Delaware)
corporation f/k/a VIACOM, INC., successor-by-)
merger to CBS CORPORATION, a)
Pennsylvania corporation, f/k/a)
WESTINGHOUSE ELECTRIC)
CORPORATION)

ZURICH AMERICAN INSURANCE)
COMPANY, a/k/a ZURICH NORTH)
AMERICA, INC. individually, and as the alter)
ego to COVIL CORPORATION)
)
)
DUKE ENERGY CAROLINAS, LLC,)
Respondent in Discovery)
)
and)
)
DUKE ENERGY PROGRESS, LLC, f/k/a)
CAROLINA POWER & LIGHT COMPANY)
Respondent in Discovery)
)
)
Defendants.)
_____)
)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

Respectfully submitted,

s/Theile B. McVey

Theile B. McVey (SC Bar 16682)

John D. Kassel (SC Bar 3286)

Jamie R. Rutkoski (SC Bar 103270)

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ATTORNEYS FOR PLAINTIFFS

June 3, 2021
Columbia, South Carolina

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

GALEN GARREN and
PAULETT GARREN,

Plaintiffs,

v.

AIR & LIQUID SYSTEMS CORPORATION
individually and as successor-in-interest to
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AURORA PUMP COMPANY

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and its wholly-owned subsidiaries

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DEMING PUMPS

CROWN, CORK AND SEAL COMPANY,
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ENSTAR (US) INC.

individually, and as successor-in-interest to
ZURICH AMERICAN INSURANCE
COMPANY and as the alter ego to COVIL
CORPORATION

FISHER CONTROLS INTERNATIONAL,
LLC

FLUOR CORPORATION

C/A NO. 2021-CP-40-_____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket
Living Lung Cancer

COMPLAINT

(Jury Trial Demanded)

FLUOR CONSTRUCTORS
INTERNATIONAL, f/k/a FLUOR
CORPORATION

FLUOR CONSTRUCTORS
INTERNATIONAL, INC.

FLUOR DANIEL SERVICES
CORPORATION

FLUOR ENTERPRISES, INC.

FOSTER WHEELER ENERGY
CORPORATION

GENERAL ELECTRIC COMPANY

GOULDS PUMPS, INCORPORATED

GRINNELL LLC
d/b/a GRINNELL CORPORATION

THE J.R. CLARKSON COMPANY,
successor to the KUNKLE VALVE
COMPANY, and successor to J.E.
LONERGAN COMPANY

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

UNITED STATES FIDELITY AND
GUARANTY COMPANY
individually, and as the alter ego to COVIL
CORPORATION

VELAN VALVE CORP.

VIACOMCBS INC.
f/k/a CBS CORPORATION, a Delaware
corporation f/k/a VIACOM, INC., successor-by-
merger to CBS CORPORATION, a
Pennsylvania corporation, f/k/a
WESTINGHOUSE ELECTRIC
CORPORATION

ZURICH AMERICAN INSURANCE)
COMPANY, a/k/a ZURICH NORTH)
AMERICA, INC. individually, and as the alter)
ego to COVIL CORPORATION)
)
and)
)
DUKE ENERGY CAROLINAS, LLC,)
Respondent in Discovery)
)
and)
)
DUKE ENERGY PROGRESS, LLC, f/k/a)
CAROLINA POWER & LIGHT COMPANY)
Respondent in Discovery)
)
)
)
Defendants.)
)
)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs, GALEN GARREN and PAULETT GARREN (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

GENERAL ALLEGATIONS

1. Plaintiff GALEN GARREN has been diagnosed with lung cancer.

2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:

- (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
- (b) Contracting to supply services or things in the State;
- (c) Commission of a tortious act in whole or in part in this State;
- (d) Having an interest in, using, or possessing real property in this State; and/or

- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as “Product Defendants.” At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.

4. Each Defendant, or its predecessors in interest, that performed work at Duke Power facilities in South Carolina and other states at times relevant to this action are referred to herein as “Contractor Defendants.” At all times relevant to this action, the Contractor Defendants and the predecessors of the Contractor Defendants for whose actions the Contractor Defendants are legally responsible, were engaged in the sale, distribution, supply, installation, and application of asbestos-containing products and raw materials.

5. Plaintiffs’ claims against the Product Defendants, as defined herein, arise out of Defendants’ purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

6. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff GALEN GARREN 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.

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

8. Plaintiffs were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

9. Plaintiff GALEN GARREN worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

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

DEFENDANT	ALTERNATE ENTITY
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.

DEFENDANT	ALTERNATE ENTITY
BW/IP INC.	and its wholly-owned subsidiaries
CRANE CO.	DEMING PUMPS
ENSTAR (US) INC.	ZURICH AMERICAN INSURANCE COMPANY and COVIL CORPORATION
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
GRINNELL LLC	GRINNELL CORPORATION
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	as the alter ego to COVIL CORPORATION
VIACOMCBS INC.	CBS CORPORATION, VIACOM, INC. and WESTINGHOUSE ELECTRIC CORPORATION
ZURICH AMERICAN INSURANCE COMPANY	ZURICH NORTH AMERICA, INC. individually, and as the alter ego to COVIL CORPORATION

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

12. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without

perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

13. As a direct and proximate result of the conduct as alleged within, Plaintiff GALEN GARREN suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

14. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff GALEN GARREN incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff GALEN GARREN's medical treatment is ascertained.

15. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff GALEN GARREN incurred, and will incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

16. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Marine Corp. service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiff GALEN GARREN's United States Marine Corp. service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of GALEN GARREN's

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

THE PARTIES

17. Plaintiffs GALEN GARREN and PAULETT GARREN are currently residents of the State of North Carolina. Plaintiff GALEN GARREN was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina and North Carolina.

18. Defendant **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, 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 Buffalo Pumps. AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC. is sued as a Product Defendant. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION, individually and as successor-in-interest to BUFFALO PUMPS, INC., arise out of this Defendant's business activities in the State of South Carolina.

19. Defendant **ANCHOR DARLING VALVE COMPANY** was and is a Pennsylvania corporation with its principal place of business in Texas. At all times material hereto,

ANCHOR DARLING VALVE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, 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 Anchor Darling valves. ANCHOR DARLING VALVE COMPANY is sued as a Product Defendant. Plaintiffs' claims against ANCHOR DARLING VALVE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

20. Defendant **AURORA PUMP COMPANY** was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, AURORA PUMP 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 Aurora Pumps. AURORA PUMP COMPANY is sued as a Product Defendant. Plaintiffs' claims against AURORA PUMP COMPANY, arise out of this Defendant's business activities in the State of South Carolina.

21. 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. Plaintiffs' claims against BW/IP INC. arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant **In Re: Receivership of COVIL CORPORATION by and through its Receiver Peter D. Protopapas** (hereinafter "Covil Corporation") was a South Carolina

corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. In Re: Receivership of COVIL CORPORATION by and through its Receiver Peter D. Protopapas is sued as a Contractor Defendant. In Re: Receivership of COVIL CORPORATION by and through its Receiver Peter D. Protopapas is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against COVIL In Re: Receivership of COVIL CORPORATION by and through its Receiver Peter D. Protopapas arise out of this Defendant's business activities in the State of South Carolina.

23. Defendant **CRANE CO., individually and as successor-in-interest to DEMING PUMPS**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE CO., individually and as successor-in-interest to DEMING PUMPS, mined, manufactured, processed, imported, converted, compounded, supplied, 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., individually and as successor-in-interest to DEMING PUMPS, is sued as a Product Defendant. Plaintiffs' claims against CRANE CO., individually and as successor-in-interest to DEMING PUMPS, arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant **CRANE PUMPS & SYSTEMS, INC., f/k/a DEMING PUMPS** was and is a Delaware corporation with its principal place of business in Ohio. At all times material hereto, CRANE PUMPS & SYSTEMS, INC., f/k/a DEMING PUMPS mined, manufactured, processed, imported, converted, compounded, supplied, 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 Deming Pumps. CRANE PUMPS & SYSTEMS, INC., f/k/a DEMING PUMPS is sued as a Product Defendant. Plaintiffs' claims against CRANE PUMPS & SYSTEMS, INC., f/k/a DEMING PUMPS arise out of this Defendant's business activities in the State of South Carolina.

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

26. Defendant **DANIEL'S CONSTRUCTION, LLC**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL'S CONSTRUCTION, 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 installation and removal of asbestos-containing thermal insulation at numerous jobsites

throughout the southeastern United States. DANIEL'S CONSTRUCTION, LLC, is sued as a Contractor Defendant. DANIEL'S CONSTRUCTION, LLC, is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against DANIEL'S CONSTRUCTION, LLC, arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **ENSTAR (US) INC.**, individually, and as successor-in-interest to ZURICH AMERICAN INSURANCE COMPANY and as the alter ego to COVIL CORPORATION, ("Enstar" or "Covil's Alter-Ego") is a Delaware corporation with its principle place of business in Florida. On October 1, 2019 Enstar (US) Inc. became the successor-in-interest to Zurich American Insurance Company for certain of its asbestos liabilities including those of Covil Corporation and separately, as a result of succeeding to those liabilities became liable as the alter-ego of Covil Corporation and as such is directly liable for the tortious acts of Covil Corporation. ENSTAR (US) INC. is registered to do business in the State of South Carolina and may be served with process through CT Corporation System, 2 Office Park Court, #103, Columbia, South Carolina 29223.

28. 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. Plaintiffs' claims against FISHER CONTROLS INTERNATIONAL, LLC, arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant **FLUOR CORPORATION** was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR 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 thermal insulation. FLUOR CORPORATION is sued as a Contractor Defendant. FLOUR CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant **FLUOR CONSTRUCTORS INTERNATIONAL f/k/a/ FLUOR CORPORATION** was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR 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 CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION is sued as a Contractor Defendant. FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL f/k/a FLUOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, is sued as a Contractor Defendant. **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff **GALEN GARREN**, to lethal doses of asbestos. Plaintiffs' claims against **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant **FLUOR DANIEL SERVICES CORPORATION** was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, **FLUOR DANIEL SERVICES CORPORATION** mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. **FLUOR DANIEL SERVICES CORPORATION** is sued as a Contractor Defendant. **FLUOR DANIEL SERVICES CORPORATION** is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff **GALEN**

GARREN, to lethal doses of asbestos. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant **FLUOR ENTERPRISES, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC., is sued as a Contractor Defendant. FLUOR ENTERPRISES, INC., is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against FLUOR ENTERPRISES, INC., arise out of this Defendant's business activities in the State of South Carolina.

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

35. 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 and General Electric Steam Generators. GENERAL ELECTRIC COMPANY is sued as a Product Defendant and a Contractor Defendant. GENERAL ELECTRIC COMPANY is also sued for the work it did at various industrial sites throughout the United States which exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

36. 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. Plaintiffs' claims against GOULDS PUMPS, INCORPORATED, arise out of this Defendant's business activities in the State of South Carolina.

37. 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 d/b/a GRINNELL 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 Grinnell Valves. GRINNELL, LLC d/b/a GRINNELL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against

GRINNELL, LLC, d/b/a GRINNELL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant **THE J.R. CLARKSON COMPANY, successor to the KUNKLE VALVE COMPANY, and successor to J.E. LONERGAN COMPANY**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, THE JR. CLARKSON COMPANY, successor to the KUNKLE VALVE COMPANY, and successor to J.E. LONERGAN 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 valves. THE J.R. CLARKSON COMPANY, successor to the KUNKLE VALVE COMPANY, and successor to J.E. LONERGAN COMPANY, is sued as a Product Defendant. Plaintiffs' claims against THE J.R. CLARKSON COMPANY, successor to the KUNKLE VALVE COMPANY, and successor to J.E. LONERGAN COMPANY, arise out of this Defendant's business activities in the State of South Carolina.

39. 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, a wholly-owned subsidiary of METLIFE INC., has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY, a wholly-owned subsidiary of METLIFE INC., is named as a Conspiracy Defendant.

40. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, individually, and as the alter ego to COVIL CORPORATION ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of

this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

41. Defendant **VELAN VALVE CORP.** was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Velan Valves. VELAN VALVE CORP. is sued as a Product Defendant. Plaintiffs' claims against VELAN VALVE CORP. arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant **VIACOMCBS INC. f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION,** was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/ka/ VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC 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 Westinghouse Turbines and Westinghouse Steam Generators. VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/ka/ VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, is sued as a Product Defendant and as a Contractor Defendant. VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/ka/ VIACOM, INC.,

successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, is also sued for the work it did at various industrial sites in the United States which exposed tens of thousands of people, including the Plaintiff GALEN GARREN, to lethal doses of asbestos. Plaintiffs' claims against VIACOMCBS INC., f/k/a CBS CORPORATION, a Delaware corporation f/ka/ VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **ZURICH AMERICAN INSURANCE COMPANY** a/k/a ZURICH NORTH AMERICA, INC., individually, and as the alter ego to COVIL CORPORATION ("Zurich" or "Covil's Alter Ego") is a New York corporation with its principal place of business in Illinois. ZURICH AMERICAN INSURANCE COMPANY is an insurance company subject to the jurisdiction of this Honorable Court, which, on information and belief, at all times pertinent herein was the liability insurer of Defendant Covil Corporation and by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Zurich was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

44. Defendant **DUKE ENERGY CAROLINAS, LLC**, is a North Carolina Corporation with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CAROLINAS, LLC, is named as a respondent in discovery.

45. Defendant **DUKE ENERGY PROGRESS, LLC, f/k/a CAROLINA POWER & LIGHT COMPANY** is a North Carolina Corporation with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY PROGRESS, LLC, f/k/a CAROLINA POWER & LIGHT COMPANY is named as a respondent in discovery.

46. 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

47. Plaintiffs GALEN GARREN and PAULETT GARREN bring this action for monetary damages as a result of Plaintiff GALEN GARREN contracting an asbestos-related disease.

48. Plaintiff GALEN GARREN was diagnosed with lung cancer on or about September 14, 2018.

49. Plaintiff GALEN GARREN's lung cancer was caused by his exposure to asbestos during the course of his employment.

50. Plaintiff was exposed to Defendants' asbestos-containing products and/or employees working with asbestos-containing products while employed as a welder with Duke Power from approximately 1977 to 1996 at various locations primarily in South Carolina and North Carolina. During this period, Plaintiff performed a variety of tasks throughout the facilities where he worked including, but not limited to, removing and installing pipes and insulation, boiler and piping removal, demolition, installation and repair. Additionally, Plaintiff worked with gaskets, welded inside boiler tubes, repaired valves and pumps, used fire cloth, thermal insulation, pipe covering, block cement, pulled valves out of the lines and changed gaskets and packing. Additionally, the maintenance technicians inspected, tested and adjusted various equipment including pumps, turbines, heat exchangers, pumps, fans and similar equipment. Further, Plaintiff

was present near the crews spraying asbestos fireproofing onto the structural steel of the new buildings and around crews repairing and installing drywall. They coordinated their work with outer maintenance personnel and worked in confined spaces. All of these activities exposed Plaintiff to asbestos and asbestos-dust. The locations where Plaintiff worked for Duke Power include, but are not limited to, the following:

- Oconee Nuclear Station – Seneca, South Carolina
- Catawba Nuclear Station – York, South Carolina
- Cliffside Plant – Cliffside, North Carolina
- Riverbend Steam Station – Mount Holly/Gatson Co., North Carolina
- Buck Plant – Salisbury, North Carolina
- Marshall Steam Station – Marshall, North Carolina
- Belews Creek Power Station – Belews Creek, North Carolina
- McGuire Nuclear Station – Huntersville, North Carolina
- Lee Station – Belton, South Carolina
- Allen Steam Station – South Point, North Carolina
- Tuxedo Hydro Plant – Flat Rock, North Carolina

51. During the course of Plaintiff GALEN GARREN's employment at the location(s) mentioned above and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working with and/or around.

52. The Contractor Defendants owed a duty to Plaintiff to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

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

54. Plaintiff GALEN GARREN was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

55. Plaintiffs are informed and believe, and thereon allege, that progressive lung disease, lung cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

56. As a direct and proximate result of the conduct as alleged within, Plaintiff GALEN GARREN suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

57. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff GALEN GARREN incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiff GALEN GARREN's medical treatment is ascertained.

58. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiffs incurred loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs request leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FACTUAL BACKGROUND AS TO COVIL

59. In Re: Receivership of Covil Corporation by and through its Receiver Peter D. Protopapas (hereinafter "Covil") was a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast and began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from lung cancer,

understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil's insurance carriers and their lawyers, without a representative of the insured or client, appeared for Covil, answered Covil's lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil's insurers and their lawyers were Covil, put the coffee on in the morning and turned the lights off when they left and made every decision for Covil in between.

60. Covil's carriers have assumed the mantle of Covil. For nearly thirty years, they have acted for and as the company with no regard to the desires or wishes of their insured. The result is that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

61. Covil was a seller and installer of thermal insulation, including thermal insulation which at certain times contained asbestos.

62. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

63. Covil's operations from 1964 through at least 1986 included the sale, installation, repair, replacement, removal or disturbance of asbestos-containing thermal insulation and other building materials, and those operations exposed persons to asbestos who thereby suffered bodily injury (the "Asbestos Allegations").

64. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil ("Covil Asbestos Suits").

65. From at least in or about 1991, until the appointment of the Receiver, on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by Defendants Zurich, and USF&G (collectively “the Primary Insurers”). Moreover, on and after 1991, the Primary Insurers conducted all of Covil’s affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹

66. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

67. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, managed Covil, making all determinations as to use and the disposition of Covil’s assets which consisted primarily of corporate documents and insurance policies.

68. The Primary Insurers and as of 2018, the Alter-Egos made all determinations as to the disposition of Covil Asbestos Suits as well as the treatment and characterization of claims under the Covil insurance policies.

69. Since as early as approximately 1991, the Primary Insurers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and, prior to 2018, the Primary Insurers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers’ alter ego, and/or controlled entity.

70. The Primary Insurers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil’s affairs in all material aspects.

71. At no time did the Primary Insurers make efforts to appoint an independent person or entity to determine what was in Covil’s best interest. Rather, the Primary Insurers unilaterally

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil’s current and future debts.

determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

72. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

73. In addition to controlling the assets and affairs of Covil, the Primary Insurers unilaterally hired agents for Covil, including experts and a professional 30(b)(6) witness to act as and on behalf of, and to constitute Covil, de facto or de jure.

74. The Primary Insurers are required to act in good faith and to engage in fair dealing in all of their actions in regard to Covil.

75. The result of the Alter-Ego's actions were to effectuate the Primary Insurers' desire that no Covil separate and apart from the Alter-Egos would exist.

76. The Alter-Egos' complete control over Covil, and management of Covil's affairs, included, but not limited to, the Covil asbestos suits.

77. Asbestos litigation is littered with the bodies of those who made and sold asbestos containing insulation. Some of the largest companies in the world, many of them insured by the Primary Insurers, have gone bankrupt because of the harm asbestos insulation causes. That any reasonable person believed that Covil would not be found liable in amounts far exceeding the claimed liability limits of the Primary Insureds is difficult to fathom.

78. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. To be perfectly clear, these are the entities that made the decisions for Covil without regard to the position of Covil. We know this because there was not a single person employed by Covil, or appointed by a court to make those decisions. The Defendants here made all of the decisions for Covil without possibly having any idea of what Covil

wanted or making any sort of informed decision at all. Some of the pertinent communications in just the recent years include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.

Date	From	To/CC	Subject	Key points of email
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.
10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Zurich would recommend that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.

Date	From	To/CC	Subject	Key points of email
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

79. Defendants acted in concert when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of their duties to Covil.

**Primary Insurers are Fully Responsible for Conduct
Prior to November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

80. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

81. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

82. Primary Insurers have entered into a joint venture with each other to take over Covil and become Covil. For example:

- a. A special combination of the Primary Insurers and Covil for the specific venture of limiting or eliminating Covil as a direct voice in the management of Covil's assets so that the Primary Insurers would protect and save their money;
- b. The retention of a separate corporate personality for Covil would promote fraud, wrong, injustice and contravene public policy; and
- c. Each Primary Insurer had an equal right to control the conduct of their joint venture and of Covil.

83. Covil has become the alter ego of the Primary Insurers:

- a. The Primary Insurers have shown a total domination and control over Covil;
 - b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of the Insurers;
 - c. The insurers misused their domination of Covil and were not entitled to dominate Covil; and
 - d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.
84. The Primary Insurers were the principals and Covil the agent or agency:
- a. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
 - b. The course of dealing between the principal and the agent clearly show no independent Covil; and
 - c. Primary Insurers became active participants in Covil rather than simply insurers.

85. Primary Insurers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Primary Insurers are the Alter-Ego of Covil and thus, responsible for the debts, present and future, of Covil.

**Primary Insurers are Fully Responsible for Conduct
After November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

86. Because the Primary Insurers, for nearly 30 years, have controlled Covil, they have made Covil's defense of asbestos litigation nearly, if not completely, impossible.

87. The Primary Insurers took no steps to accumulate or preserve Covil's documents. The Primary Insurers took no steps to procure or preserve the testimony of material fact witnesses who, through the passage of time, are now no longer available to Covil.

88. The result of these failures is that Covil is now irretrievably defenseless in asbestos cases. These failures will continue to haunt Covil at all times going forward. Because of this, the Primary Insurers can now no longer claim that any control or domination of Covil and the damages resulting therefrom ended in November of 2018 with the appointment of the receiver.

89. As of October 1, 2019 Enstar (US) Inc. announced that it had succeeded to Zurich in at least certain interests relating to asbestos liabilities of Covil Corporation and by virtue of that succession joined Zurich and USF&G as an alter-ego of Covil Corporation.

90. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers and Enstar are the Alter-Ego of Covil after November 2, 2018 as well as before.

Breach of Fiduciary Duty by the Alter Egos

91. At all times after 1993, Covil Corporation was insolvent.

92. At all relevant times as set forth above and incorporated in this count as if fully set forth herein, the United States Fidelity and Guaranty Company, Zurich American Insurance Company and Enstar (US), Inc. (the “Insurers” or the “Alter Egos”) are and were the alter-egos, jointly and/or severally of Covil Corporation.

93. As the equitable owners and alter-egos of Covil Corporation, the Insurers were obligated under the law of South Carolina to act as fiduciaries of the creditors of Covil Corporation. Instead, the Alter Egos operated Covil for their own benefit and breached their fiduciary duties to Covil Corporation and each of its creditors beginning at least by 1993.

94. As a result of these breaches, Covil has been irrevocably damaged and without a finding of liability against the Alter Egos cannot be made whole.

95. As a direct and proximate result of the Alter Egos acts and omissions, plaintiff is entitled to recover attorneys’ fees and costs of this action from the Alter Egos. Plaintiff is also entitled to punitive damages stemming from the Alter Egos’ breach of their fiduciary duties to Covil Corporation.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

97. At all times herein mentioned, each of the named Defendants, and/or via the doctrine of alter ego, 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.

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

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

99. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ asbestos and asbestos-containing products from causing Plaintiff GALEN GARREN’s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff GALEN GARREN’s lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their “alternate entities.” Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their “alternate entities.” The gravity of the potential harm resulting from the use of Defendants’ asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff GALEN GARREN. 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.

100. Defendants, and/or their alter egos, and/or their “alternate entities” knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be

used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, “rip-out,” and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff GALEN GARREN, would use or be in proximity to and exposed to said asbestos fibers.

101. At all times relevant, Defendants, and/or their alter egos, and/or their “alternate entities” were aware of their asbestos and asbestos-containing products’ defect but failed to adequately warn Plaintiff GALEN GARREN, Plaintiff’s family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants’ products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

102. Plaintiff GALEN GARREN, Plaintiff’s family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

103. Plaintiff GALEN GARREN suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff GALEN GARREN was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

104. Defendants’ and/or their alter egos’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff GALEN GARREN’s injuries, and all damages

thereby sustained by Plaintiff GALEN GARREN. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

105. Furthermore, the conduct of Defendants, and/or their alter egos, and/or their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff GALEN GARREN and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff GALEN GARREN and others similarly situated.

106. 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 alter egos, 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 alter egos, and/or their “alternate entities” had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, lung cancer, 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 alter egos, and/or their “alternate entities.”

107. Defendants, and/or their alter egos, 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/or their alter egos, 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.

108. The above-referenced conduct of Defendants, and/or their alter egos, 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 and/or their alter egos were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to “exposed persons” without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiff GALEN GARREN.

109. Plaintiff GALEN GARREN and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff GALEN GARREN or other exposed persons.

Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

110. Defendants, and/or their alter egos, 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.

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

FOR A SECOND CAUSE OF ACTION
(Negligence-Contractor/Distributor)

As a Second and Distinct Cause of Action for Negligence-Contractor/Distributor, Plaintiffs Complain of Defendants, and allege as follows:

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

113. Plaintiffs bring this action against Defendants, In Re: Receivership of COVIL CORPORATION, by and through its Receiver Peter D. Protopapas, DANIELS CONSTRUCTION, LLC, GENERAL ELECTRIC COMPANY and VIACOMCBS, INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a Viacom, Inc., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation f/k/a WESTINGHOUSE ELECTRIC CORPORATION (collectively hereinafter “Contractor Defendants”) allege as follows:

114. From 1977 to 1996, GALEN GARREN worked as a welder with Duke Power Company at various locations in South Carolina and North Carolina. During this period, Plaintiff performed a variety of tasks throughout the various facilities where he worked including, but not limited to, removing and installing pipes and insulation, boiler and piping removal, demolition, installation and repair. Additionally, Plaintiff worked with gaskets, welded inside boiler tubes, repaired valves and pumps, used fire cloth, thermal insulation, pipe covering, block cement, pulled valves out of the lines and changed gaskets and packing.

115. Contractor Defendants performed work at Duke Power Company, and/or its related facilities. Plaintiff GALEN GARREN inhaled, breathed or was otherwise exposed to asbestos from asbestos-containing products and materials specified, sold, delivered, distributed, installed, supplied and/or applied by Contractor Defendants and/or their subcontractors at one or more of the mines. Plaintiff GALEN GARREN worked with, in and/or around said products and materials, and employees or agents of Contractor Defendants at the mine(s).

116. At all times herein mentioned, said asbestos-containing products and materials were being utilized in the manner and for the purposes for which they were intended.

117. Plaintiff GALEN GARREN's inhalation, breathing and exposure to the asbestos fibers emanating from these products and materials was entirely foreseeable and could or should have been anticipated by the defendants.

118. Contractor Defendants knew or should have known that the asbestos emanating from these products had a carcinogenic, toxic, poisonous and highly deleterious

effect upon the health of Plaintiff GALEN GARREN, and other persons inhaling, breathing or being exposed to them.

119. At all times herein mentioned, Contractor Defendants had the duty to exercise ordinary care for the safety of Plaintiff GALEN GARREN and others working with and/or around said asbestos-containing products and materials.

120. Contractor Defendants failed to exercise ordinary care for the safety of Plaintiff GALEN GARREN in one or more of the following respects:

121. Specifying, selling, distributing, delivering, installing, supplying and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, even though it was completely foreseeable and could or should have been anticipated that persons such as Plaintiff GALEN GARREN would work with or around them, and would inhale, breathe or otherwise be exposed to asbestos fibers;

122. Specifying, selling, distributing, delivering, installing, supplying and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, when Contractor Defendant(s) knew or should have known that said asbestos fibers would have a carcinogenic, toxic, poisonous and highly deleterious effect upon the health of persons inhaling, breathing or otherwise being exposed to them;

123. Specifying, selling, distributing, delivering, installing, supplying and/or applying asbestos-containing products and materials, and/or engaging subcontractors to do so, when adequate substitutes were available;

124. Failed to provide, or to insure that others provided any or adequate warnings to persons working with and around the products and materials of the dangers of inhaling, breathing or otherwise being exposed to asbestos contained in them;

125. Failed to provide or to insure that others provided any or adequate instructions concerning the safe methods of working with and around the products and materials, including specific instructions on how to avoid inhaling, breathing or otherwise being exposed to the asbestos in them;

126. Failed to conduct tests on the asbestos-containing products and materials which it sold, distributed, delivered, installed, supplied and/or applied in order to determine the hazards to which workers such as Plaintiff GALEN GARREN might be exposed while working with the products and materials,

127. Failed to take reasonable precautions in the hiring and/or supervision of subcontractors to insure that adequate precautions were taken with regard to the use of asbestos-containing products and materials;

128. Failed to use or specify the use of available asbestos-free products and materials as substitutes for asbestos-containing materials.

129. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of Contractor Defendants, Plaintiff GALEN GARREN inhaled, breathed or otherwise was exposed to asbestos which caused him to develop the asbestos disease mesothelioma which greatly injured, disabled and disfigured him; Plaintiff GALEN GARREN was compelled to expend and become liable for large sums of money for hospital, medical and other health care services necessary for the treatment of his mesothelioma; Plaintiff GALEN GARREN, suffered great physical pain and mental anguish as a result of his being afflicted with asbestos-induced mesothelioma.

130. WHEREFORE, Plaintiff prays judgment be entered against each of the Defendants, In Re: Receivership of COVIL CORPORATION, by and through its Receiver Peter D. Protopapas, DANIEL'S CONSTRUCTION, LLC, GENERAL ELECTRIC

COMPANY and VIACOMCBS, INC., f/k/a CBS CORPORATION, a Delaware corporation f/k/a Viacom, Inc., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation f/k/a WESTINGHOUSE ELECTRIC CORPORATION, for a sum in excess of FIFTY THOUSAND DOLLARS (\$50,000.00) which will fairly and reasonably compensate Plaintiff GALEN GARREN for injuries and losses.

FOR A THIRD CAUSE OF ACTION

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

As a Third and Distinct Cause of Action for Strict Liability, Plaintiffs Complain of Defendants, and allege as follows:

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

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

133. The Products Defendants' conduct and defective products as described above were a direct cause of Plaintiff GALEN GARREN's injuries, and the injuries and damages thereby sustained by Plaintiffs.

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

135. Defendants, and/or their alter egos, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos

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

136. Plaintiff GALEN GARREN, Plaintiff’s family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff GALEN GARREN’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.

137. Defendants, and/or their alter egos, 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.

138. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff GALEN GARREN’s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff GALEN GARREN’s lung, even if inhaled. Said alternatives

came at a comparable cost to each of the Defendants, and/or their alter egos, 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 alter egos, and/or their “alternate entities.” The gravity of the potential harm resulting from the use of Defendants’ and/or their alter egos 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.

139. The defect existed in the said products at the time they left the possession of defendants, and/or their alter egos, and/or their “alternate entities,” and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including lung cancer, asbestosis, other lung damage, and cancer to “exposed persons,” including Plaintiff GALEN GARREN herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

140. Plaintiff GALEN GARREN and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiff or other exposed persons. Said Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Plaintiff GALEN GARREN and others similarly situated were exposed.

141. Defendants’ defective products as described above were a direct cause of Plaintiff GALEN GARREN’s injuries, and the damages thereby sustained.

142. 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 alter egos, and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Plaintiff GALEN GARREN 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 alter egos, and/or their “alternate entities” had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, lung cancer, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their “alternate entities.”

143. Defendants, and/or their alter egos, 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 alter egos, and/or their “alternate entities” further knew that members of the general public and other exposed persons, who came in contact with asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products would assume, and in fact did assume, that exposure to asbestos and

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

144. The above-referenced conduct of Defendants, and/or their alter egos, and/or their “alternate entities” motivated by the financial interest of Defendants, their “alternate entities,” and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their “alternate entities” consciously disregarded the safety of “exposed persons” in their pursuit of profit and in fact consciously intended to cause injury to Plaintiff GALEN GARREN 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.

145. 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.

146. The conduct of said defendants, their “alternate entities,” and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiffs, for the sake of example and by way of punishing said Defendants and/or their alter egos, seeks punitive damages according to proof against all Defendants.

147. At all times herein mentioned, each of the named Defendants, and/or via the doctrine of alter ego, 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 FOURTH CAUSE OF ACTION
(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Fourth Distinct Cause of Action Against Defendants, Plaintiffs Bring this Fourth Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

149. Prior to and during all relevant times Defendants and/or their “alternate entities” employed workers (hereinafter “employees”) in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff worked and/or spent time as alleged above.

150. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff GALEN GARREN was exposed.

151. Employees handling and disturbing asbestos-containing products in Plaintiff GALEN GARREN'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.

152. Employees handling and disturbing asbestos-containing products in Plaintiff GALEN GARREN's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

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

154. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff GALEN GARREN, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff GALEN GARREN.

155. 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.

156. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their

employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff GALEN GARREN.

157. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff that he was being exposed to asbestos, failed to adequately warn Plaintiff GALEN GARREN of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

158. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff GALEN GARREN.

159. Defendants' employees owed Plaintiff GALEN GARREN a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

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

161. At all times mentioned, Plaintiff GALEN GARREN was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

162. As a direct result of the Defendants' employees conduct, Plaintiff GALEN GARREN's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiff GALEN GARREN and the damages and injuries as complained of herein by Plaintiffs.

163. The risks herein alleged and the resultant damages suffered by the Plaintiff GALEN GARREN 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.

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

FOR A FIFTH CAUSE OF ACTION

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

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

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

166. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff GALEN GARREN worked and/or spent time.

167. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

168. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe

because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff GALEN GARREN and settled onto his clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Plaintiff GALEN GARREN would be exposed to dangerous asbestos dust beyond the present.

169. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including lung cancer, lung cancer and other lung damage, to exposed persons, including Plaintiffs.

170. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff GALEN GARREN, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

171. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff GALEN GARREN, were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

172. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders

thereto including Plaintiff GALEN GARREN were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

173. At all times herein mentioned, Plaintiff GALEN GARREN was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

174. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

175. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiff GALEN GARREN, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

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

177. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close

contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

178. Defendants failed to warn its employees and bystanders thereto, including Plaintiff GALEN GARREN, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

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

FOR A SIXTH CAUSE OF ACTION

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

As a Sixth Distinct Cause Of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

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

181. Each of the Defendants and/or their “alternate entities” impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

182. The implied warranty made by the Defendants and/or their “alternate entities” that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into

the atmosphere where Plaintiff GALEN GARREN carried out his duties and was inhaled by Plaintiff GALEN GARREN.

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

FOR A SEVENTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

185. That during, before and after Plaintiff GALEN GARREN's exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff GALEN GARREN in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiff GALEN GARREN. 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.

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

187. As a direct and proximate result Plaintiff GALEN GARREN's reliance upon Defendants' false representations, Plaintiff has suffered injury and damages as described herein.

FOR A EIGHTH CAUSE OF ACTION

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

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

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

189. 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.

190. 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.

191. 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.

192. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the occupational settings from which Plaintiff breathed asbestos dust which resulted in Plaintiff's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Plaintiffs herein.

193. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Plaintiff's illness.

194. 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.

195. Plaintiff 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.

196. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Plaintiff from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

197. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Plaintiff.

198. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Plaintiff was caused to remain ignorant of all the dangers of asbestos resulting in Plaintiff GALEN GARREN's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Plaintiff the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.

199. During the relevant time period the Plaintiff was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.

200. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action

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

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

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

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

- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

201. Plaintiff GALEN GARREN 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.

202. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff GALEN GARREN has been deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted

asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Plaintiffs have been damaged.

FOR AN NINTH CAUSE OF ACTION
(Loss of Consortium)

For an Ninth Distinct Cause of Action for Loss of Consortium, Plaintiff PAULETT GARREN Complains of Defendants, and Alleges as Follows:

203. Plaintiffs incorporate by reference, the preceding paragraphs, where relevant.

204. Plaintiffs GALEN GARREN and PAULETT GARREN were married on February 23, 1974, and at all times relevant to this action were husband and wife.

205. Prior to his injuries as alleged, Plaintiff GALEN GARREN was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff GALEN GARREN has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff PAULETT GARREN was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.

206. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff GALEN GARREN as set forth herein, Plaintiff's spouse and co-Plaintiff PAULETT GARREN suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiffs pray judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

FOR A TENTH CAUSE OF ACTION

**(Alter Ego As to United States Fidelity And Guaranty Company,
Zurich American Insurance Company and Enstar (US) Inc.)**

**For a Tenth Distinct Cause of Action, Alter Egos Claims, Plaintiffs Complain of Defendants,
and Allege as Follows:**

207. Covil Corporation (“Covil”), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from lung cancer, understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil’s insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. (“WTH”) and Gallivan White and Boyd, PA (“GWB” and together with WTH, the “lawyers”), without an insured or client, appeared for Covil, answered Covil’s lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil’s insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

208. Covil’s lawyers and carriers have assumed the mantle of Covil. For nearly thirty years, they have acted for and as the company with no regard to the desires or wishes of their insured. The result is that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

PRAYER FOR RELIEF

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

1. For Plaintiffs’ actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
2. For loss of income or earnings according to proof;
3. For loss of care, comfort and society;
4. For punitive damages according to proof;
5. For Plaintiffs’ cost of suit herein;
6. For damages for breach of implied warranty according to proof;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company);
9. That United States Fidelity And Guaranty Company, Zurich American Insurance Company and Enstar (US) Inc. are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; and
10. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s/Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

June 3, 2021

Columbia, South Carolina.

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

GALEN GARREN and)
PAULETT GARREN,)
Plaintiff,)
V.)
AIR & LIQUID SYSTEMS)
CORPORATION individually and as)
successor-in-interest to BUFFALO PUMPS,)
INC.,)
Defendants.)

C/A NO. 21-CP-40-02703

PLAINTIFFS' ANSWERS AND OBJECTIONS TO DEFENDANTS'
JOINT MASTER SET OF INTERROGATORIES

COME NOW Plaintiffs, GALEN GARREN and PAULETT GARREN, by and through their attorneys, Flint Law Firm, LLC and answers Defendants' Standard Interrogatories. Answers are made solely on the information available to Plaintiffs and counsel and, where indicated, on Plaintiff's information and belief. Plaintiff's investigation is continuing and other information may come to Plaintiff's attention before trial.

PRELIMINARY STATEMENT

Plaintiffs expressly reserve the right to amend, add to, delete from, or otherwise modify or supplement each and every response to these and any other discovery requests propounded upon them throughout the discovery process and to make such claims and contentions as may be appropriate when Plaintiffs has concluded all discovery and has ascertained all relevant facts. To the extent that any Interrogatory calls for information prepared in anticipation of litigation or for trial, or which is otherwise protected from disclosure by the work product doctrine, the attorney-

client privilege, or any other privilege, Plaintiffs will not supply or provide information protected from discovery by virtue of such doctrine or privileges. No response herein is, or should be construed to be, a waiver of the protection by such doctrine privilege.

GENERAL OBJECTIONS

Plaintiffs make the following objections that are applicable to each of these Interrogatories (hereinafter referred to as "Discovery Requests") as if expressly incorporated in each and every of Plaintiffs' Answers to same:

1. Plaintiffs object to the extent these Discovery Requests seek disclosure of information and documents exempt from discovery on the following privileged grounds:
 - a. Seek attorney work product or are subject to attorney-client privilege;
 - b. Seek the identity, mental impressions or opinions of non-testifying experts whose opinions or mental impressions have not been reviewed by a testifying expert; and
 - c. Seek privileged party communications.
2. Plaintiffs further assert that any inadvertent production of any documents, which are privileged under these or any other privilege, is not intended and shall not constitute a waiver of any privilege or any other applicable objection to the production of any such document, the subject matter thereof, or the information contained therein, nor shall it constitute waiver of the right of the Plaintiffs to object to the use of any such document or its contents during subsequent proceedings herein.
3. The Discovery Requests seek information which has yet to be determined, as discovery in this litigation is ongoing, and the requested information will be provided in accordance with the Court's orders.

INTERROGATORIES

1. State your full name, address and telephone number, date of birth, educational background and Social Security Number.

ANSWER:

**Galen Garren
4788 Trace Court SE
Southport, NC 28461
Phone: (910) 712-2024
DOB: [REDACTED]
SSN: XXX-XX-6687
High school diploma and one year of welding trade school**

2. State the complete address of all places you have resided in the past twenty years, giving the inclusive dates of residence for each place named.

ANSWER:

Objection. Unduly burdensome and Plaintiffs cannot possibly recall every address where Plaintiff has ever resided throughout his life. Subject to said objections and without waiving same, Plaintiffs submit the following known information:

From 1989 until the present, Plaintiff currently resides at 4788 Trace Court SE Southport, NC 28461.

Plaintiff has also resided at the following addresses:

**305 Sumter Ave. Carolina Beach, North Carolina 28428
231 Bonner Rd. Mountain Rest, South Carolina 29664**

3. If you are now or have ever been a member of a trade or labor union, provide the following information:

- (a) The name of the union or unions to which you have belonged;
- (b) The inclusive dates of your membership in each;
- (c) The numbers and complete address of the local unions to which you have belonged; and,

- (d) All offices or other positions which you have held in each union, identifying the office, position and union in which held, and inclusive dates the position or office was held.

ANSWER:

Not applicable.

4. Identify all jobs and projects on which you worked with or around asbestos or materials containing asbestos, and state separately as to each job or project the following:

- (a) The name and location of each job (stating the plant site, city, county and state);
- (b) The name and address of each employer for whom you worked;
- (c) The beginning and ending dates of each job or project;
- (d) The name and manufacturer of each and every product containing asbestos with which you worked or to which you were exposed on each particular job or project, and a general description of each such product;
- (e) The identity of your immediate superior or job superintendent on each such job or project;
- (f) The identity of all persons with whom you worked on each such job or project;
- (g) The length of time that you worked on each such job or project;
- (h) Whether or not you wore a respirator or mask on each such job or project; and,
- (i) Your specific duties on each job.

ANSWER:

- (a) **Duke Power Company, Charlotte, NC**
- (b) **DPC Oconee, DPC Catawba, DPC Cliffside, DPC Riverside, DPC Buck, DPC Marshall, DPC Belews Creek, DPC McGuire, DPC Lee, DPC Allen, DPC Tuxedo Hyrdo**
- (c) **1977-1996 (full time); 1996-2008 (part time)**
- (d) **Babcock & Wilcox boiler, Foster Wheeler boilers, Grinnell Valves, Anchor Darling valves, Velan valves, Yarway valves, Fisher valves, Flexitallic gaskets, Garlock gaskets, Buffalo pumps, Aurora pumps, Byron Jackson pumps, Carver pumps, Deming pumps, GE generators, turbines, and contractors, Westinghouse turbines and contractors, Daniels contractors, Covil insulators.**
- (e) **Discovery is ongoing. Information will be supplemented should it become available.**
- (f) **Ronnie Jonas and George Fincher**
- (g) **See C, above.**
- (h) **Plaintiff did not wear a respirator and was not aware of the hazards associated with asbestos dust during years of exposure.**
- (i) **Plaintiff worked as welder where he removed insulation off boilers, removed and replaced gaskets and packing on the boiler doors, and retubed boilers. Plaintiff also removed insulation from valves, took the valves off of the line as well as**

remove and replace the packing and gaskets on the valves. Plaintiff removed insulation from pumps, took the pumps out of the line and removed and replaced gaskets on the pumps. Plaintiff was around various contractors when they were working on equipment and insulation at the facilities.

5. Identify all jobs you have had during your lifetime that are not listed in No. 4 above.
As to each state:

- (a) The general nature of the work you performed (i.e., coal miner, textile worker, etc)
- (b) The name and location of each job (stating the job site, city, county, and state)
- (c) The name and address of each employer for whom you worked;
- (d) The beginning and ending dates of each job or project;

ANSWER:

- (a) Wrapper: Plaintiff wrapped rolls of cloth and put a label on where to ship them**
- (b) Synthetic Finishing, Hickory, NC**
- (c) Hickory, NC**
- (d) 1971-1972**

- (a) Plaintiff worked as welder where he welded basic structures of buildings.**
- (b) B&S Welding, Hickory, NC**
- (c) Hickory, NC**
- (d) 1972-1974**

- (a) Plaintiff worked as welder where he welded basic structures of buildings.**
- (b) Herman Erectors, Marion, NC**
- (c) Baxter Labs, Marion, NC**
- (d) 1974-1976**

- (a) Plaintiff worked as welder and was responsible for welding various pieces of metal together as well as fixing and maintaining equipment.**
- (b) Hildebran Crane Service, Statesville, NC**
- (c) Yale Plant, Statesville, NC**
- (d) 1976-1977**

6. As to each exposure to each product listed in the answer to interrogatory number 4, describe by name or other description the person or documents which you claim will establish either as a witness and/or documentary evidence the fact of your exposure to the product. For each

witness listed, state the witness' complete name, job title or capacity, employer, address and telephone number. For each document listed, state a description of the document, its contents and the name, address and telephone number of the custodian of the document.

ANSWER:

Objection. Plaintiffs object to this interrogatory on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this interrogatory as information obtained through investigations is protected under the attorney-client privilege and/or the work product privilege. Without waiving said objections, Plaintiffs respond: Plaintiffs will establish exposure through Plaintiff's deposition and co-worker George Fincher's deposition testimony and sales records. Discovery is ongoing and additional exposure witnesses whom Plaintiff intends to call will be supplied at a later date.

7. Identify the disease or injuries for which claim is made by you in the above-captioned complaint, and as to such disease or injury provide the following information:

- (a) A description of the symptoms of the disease or injury;
- (b) The date you first experienced any of the symptoms of the disease or injury described above;
- (c) The names and address of each doctor or other practitioner of the healing arts who has either examined or treated you for the disease or injury described above and the dates of such treatment or examination; and,
- (d) The treatment provided by each doctor or other practitioner of the healing arts for the disease or injury identified above.

ANSWER:

- (a) Lung Cancer**
- (b) Symptoms began in the months prior to diagnosis**
- (c-d) Durham VA Medical Center**

**508 Fulton St.
Durham, NC 27705**

**Dr. Justin Markow
Cape Fear Cancer Specialists Zimmer Cancer Center
2131 S. 17th Street
Wilmington, NC 28401
P: (910) 667-3000
F: (910) 667-6758**

Additional records have been requested and will be provided upon receipt.

8. State the date of the diagnosis made by any physician or other practitioner of the healing arts of the disease or injury which you set forth in your answer to Interrogatory No. 7, and identify the individual making such diagnosis.

ANSWER:

On or about September 14, 2018, by pathologist Robin T. Vollmer, MD

9. State the date you learned of the diagnosis of such disease or injury.

ANSWER:

On or about September 14, 2018.

10. If you have received any treatment with respect to the disease or injury set forth in your answer to Interrogatory No. 7, state:

- (a) The name and address of each hospital, clinic or other medical facility at which you were treated or admitted;
- (b) The dates on which said treatment or treatments were rendered, including the dates of entry into and discharge from said hospitals, clinics or other medical facility;

- (c) An itemization of the charges rendered by each hospital, clinic or other medical facility; and,
- (d) The expenses of examination or treatment by any doctors who have examined or treated you.

ANSWER:

**Durham VA Medical Center
508 Fulton St.
Durham, NC 27705**

**Dr. John K. McCool
South Atlantic Radiation Oncology LLC
545 Ocean Highway West
Supply, NC 28462
P: (910) 253-3380**

11. Identify each physician or other practitioner of the healing arts not previously identified herein who has examined or treated you for any reason, and for each such individual so identified provide the following information:

- (a) The reason for such examination or treatment;
- (b) The date of each examination or treatment; and,
- (c) The diagnosis resulting from each such examination or treatment.

ANSWER:

Objection. Plaintiffs object to this Interrogatory on the grounds that the requested information is protected by the physician-patient privilege and that this Interrogatory seeks medical information beyond the medical conditions at issue in this case. Subject to and without waiving said objection, see medical records of health care providers listed in Plaintiff's answer to Interrogatory No. 7.

12. Identify each hospital, clinic or other medical facility not previously identified herein at which you had been examined or received medical treatment, and for each such facility identified provide the following information:

- (a) The reason for such examination or treatment;
- (b) The date of each such examination or treatment;
- (c) If you were an in-patient, the dates of admission to and discharge from such hospital, clinic or medical facility; and,
- (d) The diagnosis resulting from each such examination or treatment.

ANSWER:

Objection. Plaintiffs object to this Interrogatory on the grounds that the requested information is protected by the physician-patient privilege and that this Interrogatory seeks medical information beyond the medical conditions at issue in this case. Subject to and without waiving said objection, see medical records of health care providers listed in Plaintiffs' answer to Interrogatory No. 7.

13. If you are currently receiving medical services or treatment of any nature whatsoever, state:

- (a) The name or names of the person or persons attending you;
- (b) The approximate frequency of said treatment or services; and,
- (c) The date you last received said treatment or services.

ANSWER:

See response to Interrogatory No. 7 above. Discovery is ongoing. Information will be supplemented as it becomes available.

14. If you have ever had x-rays taken of your chest, provide the following information for each set of x-rays taken:

- (a) The name and address of the office or hospital where the x-rays were taken;
- (b) The reason why such x-rays were taken;
- (c) The date or dates on which the x-rays were taken;
- (d) The information reported to you as being the x-ray diagnosis; and,
- (e) The identity of the person or persons who took the x-ray or x-rays and the person or persons who made the diagnosis.

ANSWER:

Objection. Plaintiffs object to this Interrogatory on the grounds that the requested information is protected by the physician-patient privilege. Subject to and without waiving said objection, Plaintiffs state: Plaintiff had x-rays taken at the Durham VA on September 28, 2018. Plaintiffs further state that discovery is ongoing. Information will be provided as it becomes available.

15. If you have made any Worker's Compensation claim as a result of any injuries or diseases, provide the following information.

- (a) The date you first reported to your employer the incident of your injury or disease;
- (b) The date and name of the agency with which you filed a claim for Worker's Compensation benefits;
- (c) The date upon which you first received any Worker's Compensation benefits, either for disability or medical treatment;
- (d) The name and address of the employer against whom you made said claim; and,
- (e) The nature of the injury or disease for which a claim was made.

ANSWER:

Objection. Plaintiffs object to this Interrogatory because the Interrogatory request calls for information protected by all applicable state and federal privileges including,

but not limited to, those directly applicable to settlement discussions. Subject to and without waiving said objection, Plaintiffs state that Plaintiff filed a workers compensation case against Duke Power Company after he was diagnosed with asbestosis in the early 2000s. Plaintiffs further state that discovery is ongoing. Information will be provided as it becomes available.

16. If you have filed any claim with the Social Security Administration as a result of any injuries or disease, provide the following information:

- (a) The date you filed said claim;
- (b) The nature of such claim;
- (c) The date upon which you first received any benefits, either for disability or for medical treatment; and,
- (d) The amount of benefits you are receiving and the frequency with which you receive those benefits.

ANSWER:

Plaintiff has not file for Social Security disability.

17. If you have ever been involved in any other legal action, including criminal charges against you, provide the following information:

- (a) Whether you were a plaintiff or defendant;
- (b) The nature of the claim made by or against you, including the nature of any criminal charge made against you;
- (c) The date and place each such action was filed, giving the name of the court, the name of the other party or parties involved, the number of such action or actions and the names of the attorneys representing each party; and,

- (d) The result of each such action, whether there was an appeal and the result of the appeal, and whether such case was reported, and the name, volume number and page citation of the report.

ANSWER:

Objection. Plaintiffs object to this Interrogatory as being overly broad and seeking information which is irrelevant and immaterial to these proceedings and is not reasonably calculated to lead to the discovery of relevant, material, or admissible evidence. Without waiving these objections, Plaintiffs respond as follows: Plaintiff, other than possible minor traffic offenses, was never convicted of a crime that was punishable by death or imprisonment in excess of six months, or a crime that involved dishonesty or a false statement, within the last ten (10) years.

18. Do you or your counsel have written reports from any physician or practitioner of the healing arts respecting any injuries or diseases which you have identified in your response to these interrogatories? If so, please attach a copy of said report or reports to your answers to these interrogatories.

ANSWER:

Objection. This interrogatory exceeds the scope of permissible discovery as set forth in SCRCP 26. Plaintiffs will fully comply with the SCRCP and any scheduling orders requiring disclosure of expert witnesses and opinions. Discovery in this case is continuing. Additional medical records have been requested and will be provided to defendants upon receipt.

19. As to any job or jobs on which you allege you were injuriously exposed to asbestos-containing materials, was there any company other than your employer installing asbestos-containing materials at the same job site? If so, please identify each job, its location, the approximate dates on which you worked on that job and the other company.

ANSWER:

Objection. Plaintiffs object to this interrogatory on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this interrogatory as information obtained through investigations is protected under the attorney-client privilege and/or the work product privilege. Without waiving said objections, Plaintiffs respond: Plaintiff worked around contractors employed by General Electric, Westinghouse, Bahnson, Daniels Construction, and Covil Corporation while at several Duke Energy power plants who were working with asbestos-containing products. Plaintiffs further state that discovery is ongoing and information will be supplemented as it becomes available.

20. Do you now, or have you ever, chewed, smoked, consumed or otherwise used tobacco products? If so, please state:

- (a) The type or types of products (i.e., cigarettes, cigars, etc.);
- (b) The brand name or each product listed above;
- (c) The inclusive dates of use of each product listed above; and,
- (d) The frequency of use or amount of use (i.e., one pack a day, etc.).

ANSWER:

Objection. Plaintiffs object to this Interrogatory as irrelevant and not likely to lead to the discovery of admissible evidence. Subject to and without waiving said objection, Plaintiff states that he smoked Kents, Pall Malls, and Winstons on and off while Plaintiff was in the military from 1967 to 1969, and he smoke less than 1 PPD from 1994 to 2019.

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

GALEN GARREN and) C/A NO. 21-CP-40-02703
PAULETT GARREN,)
)
Plaintiff,)
)
V.)
)
AIR & LIQUID SYSTEMS)
CORPORATION individually and as)
successor-in-interest to BUFFALO PUMPS,)
INC.,)
)
Defendants.)

PLAINTIFFS' OBJECTIONS AND RESPONSES TO DEFENDANTS'
MASTER SET OF INTERROGATORIES AND
REQUEST FOR PRODUCTION OF DOCUMENTS

COME NOW the Plaintiffs, responding to Defendants' Master Set of Interrogatories and Request for Production of Documents, and state as follows:

OBJECTIONS TO DISCOVERY REQUESTS

The following objections may be interposed to one or more discovery requests. For the sake of brevity they are set forth here, and will be incorporated by reference in response to the particular requests to which they may apply, as permitted by the Rules of Procedure. Plaintiffs do not intend that this section sets forth a blanket set of general objections which apply to each and every discovery request, and Defendants should not construe this section as having that effect.

1. **OBJECTION.** The caption or preface to the discovery requests seeks to impose obligations upon the Plaintiff regarding initial and supplementary responses which exceed the requirements and scope of permissible discovery under the Rules of Civil Procedure.
2. **OBJECTION.** The discovery request is unreasonably cumulative and duplicative, and therefore exceeds the permissible scope of discovery under Rules of Procedure.
3. **OBJECTION.** The discovery request unreasonably is calculated or would operate to annoy, oppress, unduly burden or unduly cause expense to the Plaintiffs, or would be

unduly vexatious or unduly burdensome to respond to, or would require the Plaintiff to engage in investigative efforts burdensome to the point of oppression on the ground that said discovery request exceeds the permissible scope of discovery under Rules of Procedure.

4. **OBJECTION.** The discovery request unreasonably requires the Plaintiffs to respond by acquiring or supplying information which would be irrelevant to the subject matter or issues of this action and not reasonably calculated to lead to the discovery of admissible evidence on the ground that said discovery request exceeds the permissible scope of discovery under Rules of Procedure.

5 **OBJECTION.** The discovery sought is obtainable from another source that is more convenient, less burdensome, or less expensive, and therefore exceeds the permissible scope of discovery under Rules of Procedure.

6. **OBJECTION.** The discovery request requires the Plaintiffs to respond by disclosing information and documents protected by the Attorney/Client privilege, and exceeds the permissible scope of discovery under Rules of Procedure:

Attorney/Client Privilege Log

The following documents and things are included in the scope of this objection:

- (1) Documents relating to communications between the Plaintiffs and their counsel with expectation of confidentiality either in contemplation of employment or after employment relating to the subject matter of this case, including client's diaries, counsel's case intake sheet, letters, and memos of oral communications.
- (2) Information communicated between the Plaintiffs and their counsel with expectation of confidentiality either in contemplation of employment or after employment relating to the subject matter of this case.

There has been no waiver of the privilege by disclosure to persons not subject to the privilege.

7. **OBJECTION.** The discovery request requires the Plaintiffs to respond by disclosing his attorneys', or other of his representatives', mental impressions, conclusions, opinions, computations, calculations, projections, reasons, legal theories, trial preparation materials, other work product, or the identity of non-witness expert consultants. Such information and documents are protected from discovery by the work product/trial preparation materials privilege, and are outside the permissible scope of discovery under Rules of Procedure.

Work Product/Trial Preparations Privilege Log

The following documents and things are included in the scope of this objection:

- (1) The Plaintiffs' attorneys' case development plan, as amended from time to time, and related documents.

- (2) Memos relating to the Plaintiffs' attorneys' investigation of the facts pertaining to this lawsuit.
- (3) The Plaintiffs' attorneys' pretrial and trial notebooks, as amended from time to time, and related documents.
- (4) The Plaintiffs' attorneys' computerized case management system.
- (5) Documents relating to communications between the Plaintiffs and their counsel, including client diaries, counsel's case intake sheet, letters, and memos of oral communications.
- (6) Documents relating to the Plaintiffs' attorneys' legal, scientific or technical research.
- (7) Documents relating to interviews with potential witnesses conducted by the Plaintiffs' counsel or representatives.
- (8) Documents relating to communications with any expert consultant not expected to be called as an expert witness to testify at trial.
- (9) Documents relating to testing conducted by any expert consultant who has not yet been designated as an expert witness to testify at trial.
- (10) Documents obtained by counsel from litigation groups, document depositories, government agencies, or from other counsel investigating and prosecuting similar claims against the Defendants, including copies of documents created by the Defendants and transcripts of sworn or unsworn testimony or statements made by the Defendants' employees, agents or contractors in proceedings to which the Defendants were a party.

All these documents and things were made, selected, compiled or accumulated in anticipation of litigation or for trial and are not subject to discovery because they are privileged attorney work product and trial preparation materials. The Plaintiffs object to disclosing such information requested unless and until the showing required by Rules of Procedure is made by the Defendants.

There has been no waiver of the privilege by disclosure to persons not subject to the privilege.

8. **OBJECTION.** The discovery request requires the Plaintiffs to respond by summarizing in detail for the Defendants the knowledge of all persons or witnesses who may have knowledge of facts relevant to the subject matter involved in this action. As such, the discovery request is calculated to require the Plaintiffs to engage in investigative efforts beyond those required of him under the discovery rules. Therefore the discovery request exceeds the permissible scope of discovery under Rules of Procedure.

9. **OBJECTION.** The discovery request calls for disclosure of collateral source compensation available to the Plaintiffs. Such information is irrelevant to the subject matter of this action, and therefore such discovery request exceeds the permissible scope of discovery under Rules of Procedure.

10. **OBJECTION.** The discovery request calls for disclosure or production of documents and information which is subject to protective order in other cases, and therefore Plaintiffs' counsel and experts cannot disclose or produce the documents or information at this time.

11. **OBJECTION.** The discovery request requires Plaintiffs to disclose or produce copies of documents created by and/or in Defendants' possession, custody, or control. Such a discovery request is beyond the scope of discovery because it does not lead to the discovery of admissible evidence because Defendants already knows of the existence and location of its own internal documents. Rather such discovery requests are designed to probe the Plaintiffs' counsels' knowledge of Defendants' documents to facilitate stonewalling and to obstruct the search for the truth by allowing the Defendants to determine what internal Defendants' documents, if any, Plaintiffs may already know of and have access to so that Defendants' discovery responses may be limited accordingly without fear of being caught concealing discoverable documents. The documents and information are available to Defendants from its/their own records, which are a source more convenient, less burdensome, and less expensive than requiring the Plaintiffs to identify and produce them.

Moreover, the documents constitute attorney opinion work product because they constitute Plaintiffs' counsels' selection and compilation of specific documents from a larger universe of potentially relevant documents. *See In re Allen*, 106 F.3d 582 (4th Cir.1997) ("[the] choice and arrangement constitutes opinion work product because ... selection and compilation of these particular documents reveals [counsels'] thought processes and theories regarding this litigation."); *Sporck v. Peil*, 759 F.2d 312, 316 (3rd Cir. 1985) ("the selection and compilation of documents by counsel in this case in preparation for pretrial discovery falls within the highly-protected category of opinion work product."); *Shelton v. American Motors Corp.*, 805 F.2d 1323, 1329 (8th Cir. 1986); ("selective review of ... numerous documents was based upon ... professional judgment of the issues and defenses involved in this case. This mental selective process reflects ... legal theories and thought processes, which are protected as work product."); *James Julian, Inc. v. Raytheon Co.*, 93 F.R.D. 138, 144 (D.Del.1982) ("the process of selection and distillation is often more critical than pure legal research"). There can be no doubt that at least in the first instance the binders were entitled to protection as work product.; *Salvas v. Wal-Mart Stores, Inc.* 2004 WL 616293, 1 (Mass.Super. 2004) ("[t]his court concludes that the selection of a limited number of documents from the much greater universe of documents constitutes work product within the meaning of Rule 26."); *see also Smith v. Florida Power & Light*, 632 So.2d 696 (Fl. 3rd Dist. App. 1994). Allowing this request would have a chilling effect on the ability of Plaintiffs' counsel to collaborate with other counsel who are either pursuing or investigating similar cases against Defendants because such attorneys are not likely to share their work product if they feel it may fall into the hands of the Defendants. Only such collaboration between Plaintiffs' counsel can effectively verify the completeness of production and compliance with discovery obligations by Defendants.

12. **OBJECTION.** The discovery request requires Plaintiffs to disclose all contentions of fact and evidentiary support for same at this early stage of the litigation when discovery has only just commenced in this action which is not required of Plaintiffs under the Rules of Civil Procedure. The Plaintiffs cannot fully respond to this discovery request until he has obtained complete discovery of documents and information in the exclusive possession,

custody, and control of Defendants and its component parts suppliers. All required depositions of the Defendants and its component parts suppliers and their employees have not been completed for this action. Defendants have not produced all documents responsive to Plaintiffs' Requests for Production previously served in this action. Accordingly, the answer to this discovery request will be supplemented at such time as discovery of documents and information exclusively available to the Defendants and others, or such other time as the court directs.

13. **OBJECTION.** This discovery request is vague and ambiguous.

**OBJECTIONS AND RESPONSES TO
DEFENDANTS' INTERROGATORIES**

1. Identify all documents of which plaintiffs have knowledge that relate to the allegations that, plaintiffs are entitled receive punitive or exemplary damages.

ANSWER:

Plaintiffs object to this request on the basis that is it vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection No. 12 by reference. Subject to and without waiving the objection, Plaintiffs respond as follows: Plaintiffs refer defendants to the complaint filed June 3, 2021. Plaintiffs also state that discovery is open and ongoing, Plaintiffs will supplement this response if and when new information become available.

2. Identify all persons that plaintiffs believe have knowledge of facts or opinions that relate to the allegations that plaintiffs are entitled to receive punitive or exemplary damages.

ANSWER:

Plaintiffs object to this request on the basis that is it vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection No. 12 by reference. Subject to and without waiving the objection, Plaintiffs respond as follows: See Plaintiffs' response to Interrogatory No. 1.

3. If plaintiffs contend that there is prior testimony relating to the claim for punitive or exemplary damages, please state the following:

- (a) Date and place of the prior, testimony and identity of cause in which it was taken;
- (b) Identify the person making the prior testimony;
- (c) Describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) Identify the custodian of the prior testimony; and
- (e) Identify the person who obtained the prior testimony

ANSWER:

Plaintiffs object to this request on the basis that is it vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection No. 12 by reference. Subject to and without waiving the objection, Plaintiffs respond as follows: See Plaintiffs' response to Interrogatory No. 2.

4. Identify all documents of which plaintiffs have knowledge, including but not limited to medical articles, medical journals, case reports, textbooks, abstracts, or synopses, which plaintiffs, believe relate to their position on the "state-of-the-art" defense.

ANSWER:

Plaintiffs object to this request on the basis that is it vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3 and 12 by reference. Subject to and without waiving the objection, Plaintiffs respond as follows: Plaintiffs reserve the right to supplement this response as discovery is ongoing.

5. Identify all persons whom plaintiffs expect to call as witnesses at trial, including a summary of the testimony that each witness is expected to give.

ANSWER:

Plaintiffs incorporate Objection Nos. 8 and 12 by reference. Subject to and without waiving these objections, Plaintiffs may call the following:

**Plaintiff
Expert Witnesses
Treating Physicians
Co-workers by deposition testimony
Family members of Plaintiff
Any witness identified by Defendants
Witnesses by prior testimony**

In addition, as investigation and discovery is open and ongoing, Plaintiffs will supplement as information becomes available.

6. Identify all documents which plaintiffs expect to offer as evidence at trial.

ANSWER:

Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3, 11 and 12 by reference. Plaintiffs object to this request as it is premature as the deadline to exchange exhibits and exhibits lists has not yet passed. Plaintiffs will exchange final exhibit lists as directed by the Court before trial. As discovery is ongoing, Plaintiffs reserve the right to supplement this request if and when new information becomes available.

7. Identify all persons whom plaintiffs expect to call as expert witnesses at trial, and as to each such person, provide a summary of the testimony each witness is expected to give.

ANSWER:

Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3, 11 and 12 by reference. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management order. As discovery is

ongoing, Plaintiffs reserve the right to supplement this request if and when new information becomes available.

8. Identify all persons whom plaintiffs have retained or employed in anticipation of litigation or for trial preparation purpose who the plaintiffs do not expect to call as expert witnesses at trial.

ANSWER:

N/A.

9. State all facts and opinions on which plaintiffs rely in alleging that plaintiffs are entitled to punitive or exemplary damages, include in your response a detailed description of all activities of each named defendant which plaintiffs allege justify the imposition of punitive damages.

ANSWER:

Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3, 11 and 12 by reference. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management order. As discovery is ongoing, Plaintiffs reserve the right to supplement this request if and when new information becomes available.

10. Identify all documents of which plaintiffs have knowledge including but not limited to sales literature, promotion material technical or education literature, or intra-corporate memoranda, which were produced, distributed or maintained by any defendant which plaintiffs believe relate to any matter at issue in this litigation.

ANSWER:

Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3, 7, 11 and 12 by reference. Plaintiffs object to this

request as it is premature as the deadline to exchange exhibits and exhibits lists has not yet passed. Plaintiffs will exchange final exhibit lists as directed by the Court before trial. As discovery is ongoing, Plaintiffs reserve the right to supplement this request if and when new information becomes available.

11. Identify and describe with particularity each written express warranty or guaranty, if any, which plaintiffs believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Please see Answer to Interrogatory Number 10. As discovery is ongoing, Plaintiffs reserve the right to supplement this response. Additionally, Plaintiff was provided these materials without warnings of the potential hazards.

12. Identify and describe with particularity each oral or express warranty or guaranty, if any, which, plaintiffs believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

See Plaintiff's response to Interrogatory Nos. 10 and 11.

13. Identify and describe with particularity every implied warranty or guaranty, if any, which plaintiffs believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

See Plaintiffs response to Interrogatory Nos. 10 and 11.

14. Identify all documents which relate to plaintiffs allegations that any defendant has breached any warranties given in connection with the sale or distribution of any asbestos products used by any plaintiffs.

ANSWER:

Plaintiffs incorporate Objection Nos. 3, 7, 11 and 12 by reference. Subject to and without waiving these objections, Plaintiffs respond as follows: Plaintiffs refer defendants to the Complaint filed June 3, 2021. Plaintiffs will exchange final exhibits lists as directed by the Court before trial. As discovery is ongoing, Plaintiffs reserve the right to supplement this response.

15. State all facts and opinions on which plaintiffs rely in alleging that defendants breached any warranties which may have been given in connection with the sale or distribution of any asbestos products used by any plaintiff.

ANSWER:

Plaintiffs incorporate Objection Nos. 8 and 12 by reference. Subject to and without waiving these objections Plaintiffs refers defendants to the Complaint filed June 3, 2021.

16. State all facts and opinions on which plaintiffs rely in alleging that defendants acted negligently with respect to the plaintiffs.

ANSWER:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiff objects to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management order.

17. Identify all documents of which plaintiffs have knowledge which relate to plaintiffs claim that defendants acted negligently with respect to the plaintiffs.

ANSWER:

See Plaintiffs' response to Interrogatory No. 6.

18. State all facts or opinions upon which plaintiffs rely in alleging that defendants are strictly liable in tort for injuries that may have been suffered by plaintiffs.

ANSWER:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiff objects to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management order. Plaintiffs further incorporate Objection Nos. 8 and 12 by reference. Without waiving the objections, Plaintiff respond as follows: Defendants manufactured products that contained asbestos, a material known by them to be carcinogenic, and which is unreasonably dangerous when used as intended due to the release of respirable asbestos fibers into the breathing zone of Plaintiff and others similarly situated.

19. Identify all documents of which plaintiffs have knowledge which relate to plaintiffs claim that defendants are strictly liable in tort for injuries which may have been suffered by plaintiffs.

ANSWER:

Plaintiffs incorporate Objection Nos. 3, 7, 11 and 12 by reference. Subject to and without waiving these objections, Plaintiffs respond as follows: Plaintiffs refer defendants to the Complaint filed June 3, 2021. Plaintiffs will exchange final exhibits lists as directed by the Court before trial. As discovery is ongoing, Plaintiffs reserve the right to supplement this response.

20. State all facts and opinions upon which plaintiffs rely in claiming that products sold by defendants and used by plaintiffs were “unreasonably dangerous.”

ANSWER:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiff objects to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management order. Plaintiffs further incorporate Objection Nos. 8 and 12 by reference. Without waiving the objections, Plaintiff respond as follows: Defendants manufactured

products that contained asbestos, a material known by them to be carcinogenic, and which is unreasonably dangerous when used as intended due to the release of respirable asbestos fibers into the breathing zone of Plaintiff and others similarly situated.

21. Identify all documents of which plaintiffs have knowledge which relate to plaintiffs claim that products sold by defendants and used by plaintiffs were “unreasonably dangerous.”

ANSWER:

Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3, 11, and 12 by reference. Plaintiffs object to this request as it is premature as the deadline to exchange exhibits and exhibits lists has not yet passed. Plaintiffs will exchange final exhibit lists as directed by the Court before trial. As discovery is ongoing, Plaintiffs reserve the right to supplement this request if and when new information becomes available.

22. If plaintiffs contend that there is prior testimony that relates to plaintiffs’ claim that defendants’ products used by plaintiffs were “unreasonably dangerous,” please state, the following:

- (a) Date, location, jurisdiction and title of cause of said prior testimony;
- (b) Identify the person making the prior testimony;
- (c) Describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) Identify the custodian of the prior testimony; and
- (e) Identify the person who obtained the prior testimony.

ANSWER:

Plaintiffs incorporate Objection Nos. 3, 8 and 12 by reference. Subject to and without waiving these objections, plaintiff refers defendants to the list of Witnesses by Prior Testimony produced herein today. As discovery in this case has just begun, Plaintiffs reserve the right to supplement this response.

23. Identify all written statements or transcriptions of oral statements of any defendant to this, action, or agent, employee, representative, former agent, former employee, or

former representative of any defendant that plaintiffs contend are relevant to the subject matter of these lawsuits.

ANSWER:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. The request fails to specify with any particularity what types of statements are requested and fails to identify what the statements are regarding. Plaintiffs object to the use of the word “statement” as it has not been defined in these requests for production. The lack of definition adds to the vagueness of the request. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further object to this request as it is irrelevant.

Without waiving said objections, Plaintiffs further respond, Plaintiffs have provided a copy of a discovery deposition of Plaintiff taken in *Ronnie J. Jonas v. Air & Liquid Systems Corporation, et al.*, Richland County, South Carolina, Cause No. 2020- CP-40-01163 on December 17, 2020, and the discovery deposition of George Fincher taken in *Ronnie J. Jonas v. Air & Liquid Systems Corporation, et al.*, Richland County, South Carolina, Cause No. 2020- CP-40-01163 on October 22, 2020.

24. Identify all photographs, charts, drawings, diagrams, or other graphic representations or documents made by or on behalf of plaintiffs which relate to the illnesses, relevant working conditions, or other circumstances complained of in these actions or related to the subject matter of these actions.

ANSWER:

Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further incorporate Objection Nos. 3, 11, and 12 by reference. Plaintiffs object to this request as it is premature as the deadline to exchange exhibits and exhibits lists has not yet passed. Plaintiffs will exchange final exhibit lists as directed by the Court before trial. As discovery is ongoing, Plaintiffs reserve the right to supplement this request if and when new information becomes available.

25. Identify all written statements which plaintiffs have made that relate to the facts of these lawsuits and the damages claimed, including but not limited to statements made to any

police or law officer, insurance company representative, investigator, state or federal agents, representative or employee of any kind.

ANSWER:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. The request fails to specify with any particularity what types of statements are requested and fails to identify what the statements are regarding. Plaintiffs object to the use of the word “statement” as it has not been defined in these requests for production. The lack of definition adds to the vagueness of the request. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further object to this request as it is irrelevant.

Without waiving said objections, Plaintiffs further respond, Plaintiffs have provided a copy of a discovery deposition of Plaintiff taken in *Ronnie J. Jonas v. Air & Liquid Systems Corporation, et al.*, Richland County, South Carolina, Cause No. 2020- CP-40-01163 on December 17, 2020, and the discovery deposition of George Fincher taken in *Ronnie J. Jonas v. Air & Liquid Systems Corporation, et al.*, Richland County, South Carolina, Cause No. 2020- CP-40-01163 on October 22, 2020.

26. Identify all investigations or other reports that have been prepared, compiled, submitted, conducted, or made by plaintiffs or anyone acting on their behalf which relate to the subject matter action.

ANSWER:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiff objects to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management order. Plaintiffs further incorporate Objection No. 7 by reference.

**OBJECTIONS AND RESPONSES TO
REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. All documents identified in response to the foregoing interrogatories.

RESPONSE:

Plaintiff produces herein the following:

- **Plaintiff's Answers to Defendants Standard Interrogatories**
- **Witnesses by Prior Testimony list of deposition**
- **Authorizations signed by Plaintiff**
- **Plaintiff's pathology report**

2. All documents referred to in preparing the answers to the foregoing interrogatories.

RESPONSE:

All responsive documents in Plaintiffs' possession are produced herein, in addition to Plaintiff's Answers to Defendants' Standard Interrogatories. As discovery in this case has just begun, additional records will be produced as they are received.

3. Each plaintiff's Federal and State income tax returns for the past three (3) years.

RESPONSE:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Without waiving said objections, Plaintiffs respond: the information requested is readily available to the Defendant as it is to the Plaintiff as full executed authorizations have been provided to all counsel of record.

4. All, damage studies, damage reports or damage analyses, or any and all, other documents containing any mention of facts or opinions which relate to plaintiffs' claims for damages suffered as a result of acts of any of the defendants.

RESPONSE:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiff objects to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs object to this request as it is premature as the deadline to exchange expert witness lists and reports has not yet passed. Plaintiffs will disclose experts, and the reports on which their opinion is based in compliance with the case management

order. As discovery is still ongoing, Plaintiffs reserve the right to supplement their response if and when new information becomes available.

5. All correspondence between any defendants and any other person which plaintiffs contend relate to any matter at issue in this litigation.

RESPONSE:

Plaintiffs incorporate Objection Nos. 3 and 11 by reference. Subject to and without waiving these objections, Plaintiffs refers Defendants to Response to Request for Production Number 1.

6. All documents which relate to or identify insulation projects or jobs upon which each plaintiff worked.

RESPONSE:

Plaintiffs incorporate Objection Nos. 3 and 11 by reference. Subject to and without waiving these objections, Plaintiffs refers Defendants to Response to Request for Production Number 1.

7. All documents which relate to or identify asbestos-containing materials with which each plaintiff may have worked.

RESPONSE:

See Plaintiff's response to Request for Production No. 1.

8. All packaging materials which plaintiffs allege were used in packaging asbestos containing materials.

RESPONSE:

Plaintiffs object to this request on the basis that it is vague, overly broad and unduly burdensome and is unlikely to lead to the discovery of admissible evidence. Additionally, Plaintiffs object to this request as information purportedly sought is protected under the attorney-client privilege and/or the work product privilege. Plaintiffs further object to this request as the information sought is more readily available to be produced by the Defendants named in the complaint as they are the manufacturers of the asbestos-containing products and would possess said documents.

Without waiving said objection, Plaintiffs respond, none at this time. Plaintiffs reserve the right to supplement these responses throughout the course of this litigation if and when any additional information becomes available.

9. All medical, doctor or hospital reports, summaries, test, results, or other records of any type which relate to each plaintiffs medical history and/or current, medical condition.

RESPONSE:

All records in Plaintiffs' possession are produced herein today. Additionally, Plaintiffs are producing defense authorizations herewith, and additional records will be produced as they are received.

10. All x-rays which have ever been taken of each plaintiff's chest.

RESPONSE:

Plaintiff incorporates Objection No. 4 by reference. Without waiving the objection, all records in Plaintiffs' possession have been produced herein today. Plaintiffs will supplement as records become available.

11. Each plaintiff's Social Security Administration printout and work record.

RESPONSE:

Plaintiff's Social Security records have been requested and will be produced to defendants on receipt.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A No. 2021-CP-40-02703

GALEN GARREN and PAULETT
GARREN,)
)
Plaintiffs,)
)
v.)
)
AIR & LIQUID SYSTEMS)
CORPORATION;)
et al.,)
Defendants.)
)
)

COVIL CORPORATION'S
MOTION FOR SUMMARY JUDGMENT

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Covil Corporation moves for summary judgment on Plaintiffs' claims based on a lack of sufficient evidence of exposure to asbestos attributable to Covil.

INTRODUCTION

Plaintiffs allege that Covil and other defendants manufactured or are associated with asbestos-containing products that caused Galen Garren—a longtime smoker—to develop lung cancer. (*See* Compl. ¶¶ 47–58). As a result, Plaintiff Paulett Garren also alleges that she has suffered loss of consortium. (*See id.* ¶¶ 203–06). Plaintiffs, however, have not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Garren's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

CONFIDENTIAL



FACTUAL BACKGROUND

Plaintiffs allege in their Complaint that Mr. Garren was exposed to asbestos when he worked as a welder for Duke Power at numerous Duke plants in North Carolina and South Carolina from 1977 to 1996. (*Id.* ¶ 50). Plaintiffs' written discovery responses make the same assertions about Mr. Garren's work history and alleged asbestos exposure. *See* Pls.' Answers & Objs. Defs.' Joint Master Set of Interrogs. at 4 (attached as Ex. 1).

Mr. Garren was previously deposed as a coworker in another asbestos lawsuit in 2020. In that deposition, he testified at length about his work at Duke Power plants but did not identify or mention Covil. When asked during that deposition whether he recalled outside contractors at Duke plants, he identified Bahnson Company and Daniel Construction, among others, but not Covil. (Garren Dep. 65:6–67:20 (attached as Ex. 2)).

Mr. Garren was deposed in this lawsuit last year. Unlike in his first deposition, he purported to recall Covil employees at Duke's Catawba Nuclear Station, McGuire Nuclear Station, and Oconee Nuclear Station. (*See* Garren Dep. 109:11–14 (Oct. 13, 2021) (attached as Ex. 3)). The only time he remembered working around Covil employees was in the early 1980s. (*See id.* at 110:13–18). He purported to distinguish Covil employees from other contractors based on the color of their hardhats and logos, but he could not say what color hardhats Covil employees wore or what the logo on Covil employees' hats looked like. (Garren Dep. 20:15–21 (Oct. 14, 2021) (attached as Ex. 4)). Mr. Garren could not recall a specific instance in which he worked within ten feet of a Covil employee at any jobsite. (*Id.* at 22:19–25, 26:5–13, 28:3–25, 34:22–35:8).

LEGAL STANDARD

Under Rule 56, summary judgment must be granted if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *See Bishop v. S.C. Dep't of Mental Health*, 331 S.C. 79, 81, 502 S.E.2d 78, 85–86 (1998); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 114–15, 410 S.E.2d 537, 545 (1991). The Court must view the evidence in the light most favorable to the non-moving party. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The law makes clear that “it is not sufficient for a party [opposing summary judgment] to create an inference that is not reasonable or an issue of fact that is not genuine.” *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

Once a defendant establishes an absence of evidence to sustain the plaintiff’s claim, the burden shifts to the plaintiff, who may not rely on allegations in the pleadings, but instead must set forth specific facts showing that a genuine issue of material fact exists. *See Strother v. Lexington Cnty. Recreation Comm’n*, 332 S.C. 54, 61 n.3, 504 S.E.2d 117, 121 n.3 (1998) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545). Moreover, the party opposing summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *See, e.g., Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (2010) (holding that a non-moving party may not rely on speculation to defeat a motion for summary judgment). Indeed, “South Carolina courts have consistently held [that] evidence must amount to more than speculation and conjecture” to survive summary judgment. *McKnight v. S.C. Dep’t of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (2009).

ARGUMENT

I. Covil Is Entitled to Summary Judgment Because Plaintiffs Cannot Satisfy the “Frequency, Regularity and Proximity” Requirement under South Carolina Law.

For a claim of asbestos exposure to be actionable, the plaintiff must establish sufficient proximate cause between the injury and exposure to asbestos from a particular product. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). The Supreme Court of South Carolina has adopted the “frequency, regularity and proximity test” established by the Fourth Circuit in *Lohrmann v. Pittsburgh Corning Corp.*, 782 F.2d 1156 (4th Cir. 1986). *See Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Under that standard, “[t]o support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time in proximity to where the plaintiff actually worked.” *Lohrmann*, 782 F.2d at 1162. Importantly, “presence in the vicinity of static asbestos is not exposure to asbestos.” *Henderson*, 373 S.C. at 185, 644 S.E.2d at 727.

To prevail under the standards set forth in *Lohrmann* and *Henderson*, Plaintiffs must produce evidence that Mr. Garren was exposed in proximity to asbestos dust from an asbestos-containing product supplied or installed by Covil on a regular basis, over an extended period of time. Plaintiffs cannot meet that burden here. They have offered no evidence that Mr. Garren was ever near a product supplied, installed, or disturbed by Covil—much less an asbestos-containing product. Indeed, Mr. Garren could not recall a specific instance when he ever worked within ten feet of a Covil employee at any jobsite. (Ex. 4, Garren Dep. 22:19–25, 26:5–13, 28:3–25, 34:22–35:8 (Oct. 14, 2021)). Moreover, Mr. Garren’s work for Duke did not begin until 1977, and he recalled working around Covil employees only in the early 1980s. (Ex. 3, Garren Dep. 110:13–18 (Oct. 13, 2021)). Any insulation that Covil supplied or installed at Duke plants

in the 1980s would have been non-asbestos-containing material.

Because there is not even a “scintilla” of evidence that Mr. Garren was regularly, frequently, and proximately exposed to *any* product supplied or installed by Covil—much less an asbestos-containing product supplied or installed by Covil—it is, as a matter of law, impossible for Covil to be liable to Plaintiffs. *Hancock v. Mid-S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 802–03 (2009); *see Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Thus, Covil is entitled to summary judgment as a matter of law.

II. Plaintiff Paulett Garren Cannot Maintain a Claim for Loss of Consortium.

Plaintiff Paulett Garren asserts a claim for loss of consortium based on Mr. Garren’s injuries. (*See* Compl. ¶¶ 203–06). Under South Carolina law, where an injured person’s claim is barred as a matter of law, a corresponding claim for loss of consortium is also barred. *See Lee v. Bunch*, 373 S.C. 654, 663, 647 S.E.2d 197, 202 (2007).

Because Plaintiffs’ liability claims against Covil fail as a matter of law, Ms. Garren’s loss-of-consortium claim likewise fails.

III. Plaintiffs Are Not Entitled to Punitive Damages.

Plaintiffs contend that they are entitled to punitive damages. (Compl. ¶¶ 111, 146 & Prayer for Relief ¶ 4). Under South Carolina law, punitive damages may be awarded if the defendant acted willfully, wantonly, or in reckless disregard of the plaintiff’s rights. *McCourt v. Abernathy*, 301 S.C. 301, 308, 457 S.E.2d 603, 607 (1995); S.C. Code Ann. § 15-32-520D. A plaintiff has the burden of proving punitive damages by clear and convincing evidence. S.C. Code Ann. § 15-33-135.

Plaintiffs lack evidence to sustain a claim for punitive damages against Covil. Even if there were evidence that Mr. Garren was actually exposed to asbestos attributable to Covil,

which there is not, there is no evidence of fraud or malice on the part of Covil, and no evidence that any conduct of Covil was willful, wanton, or reckless. Accordingly, even if the Court does not grant Covil's motion for summary judgment in its entirety, Plaintiffs' claim for punitive damages against Covil should be dismissed.

CONCLUSION

For the reasons explained above, Covil respectfully requests that the Court grant Covil's motion for summary judgment and dismiss Covil from this case.

This the 26th day of April, 2022.

/s/ Ashley K. Brathwaite
Ashley K. Brathwaite
S.C. State Bar No. 76952
Ellis & Winters LLP
P.O. Box 33550
Raleigh, North Carolina 27636
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Counsel for Defendant Covil Corporation



Discovery Deposition of
Galen Garren

Volume: I

Date: October 13, 2021

Case: GALEN GARREN and PAULETT GARREN, v. AIR &
LIQUID SYSTEM CORPORATION individually and as successor-
in-interest to BUFFALO PUMPS, INC.

No. 21-CP-40-02703

Court Reporter: Jill Cohn, CSR, RPR

Paszkievicz Court Reporting
Phone: 618-307-9320
Toll-Free: 855-595-3577

PLAINTIFF'S
EXHIBIT

20E

STATE OF SOUTH CAROLINA) IN THE COURT OF
) COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH
 JUDICIAL CIRCUIT
C/A NO. 21-CP-40-02703

GALEN GARREN and PAULETT GARREN,)
)
Plaintiffs,)
)
vs.)
)
AIR & LIQUID SYSTEM CORPORATION)
individually and as)
successor-in-interest to)
BUFFALO PUMPS, INC.,)
)
Defendants.)

REMOTE VIDEOTAPED
DISCOVERY DEPOSITION OF
GALEN GARREN
VOLUME I

Taken on behalf of the Plaintiff
October 13, 2021

Jill Cohn, CSR, RPR
Certified Shorthand Reporter
License No. 084-004645

Galen Garren
October 13, 2021

Page 2 1 INDEX 2 3 EXAMINATIONS: PAGE 4 Galen Garren 5 Examination By Mr. Wilke 7 6 Examination By Ms. Baird 137 7 Examination By Ms. Bihun 158 8 Examination By Mr. Lindley 170 9 Further Examination By Mr. Wilke 207 10 11 EXHIBITS MARKED 12 NUMBER PAGE 13 Exhibit 14 No. 1..... 6 15 No. 2..... 153 16 Nos. 3-4..... 154 17 18 (Exhibit No. 1 attached.) 19 (Exhibit Nos. 2-4 retained by 20 counsel.) 21 22 23 24 25	Page 4 1 APPEARANCES 2 3 PRESENT Remotely: 4 The Plaintiffs were represented by 5 Mr. Tyler Wilke of Flint Law Firm, LLC, 222 East 6 Park Street, Suite 500, Edwardsville, Illinois 7 62025. 8 9 PRESENT Remotely: 10 The Defendant, Covil Corporation, was 11 represented by Ms. Katherine Bandy and 12 Ms. Ashley Brathwait of the law firm of Ellis 13 Winters, 4131 Parklake Avenue, Suite 400, 14 Raleigh, North Carolina 27612. 15 16 PRESENT Remotely: 17 The Defendant, ViacomCBS Inc., was represented 18 by Ms. Katie Baird of Evert Weathersby Houff, 19 3455 Peachtree Road NE, Suite 1550, Atlanta, 20 Georgia 30326. 21 22 PRESENT Remotely: 23 The Defendant, Velan Valve Corp., was 24 represented by Brittany Bihun of the law firm of 25 Gordon Rees Scully Mansukhani LLP, 40 Calhoun Street, No. 350, Charleston, South Carolina 29401. PRESENT Remotely: The Defendants, Daniel International Corporation; Fluor Enterprises Inc.; Fluor Daniel Services Corporation; Fluor Constructors International, Inc., were represented by Mr. Scott Frick of the law firm of Haynsworth Sinkler & Boyd, One North Main, Second Floor, Greenville, South Carolina 29601. PRESENT Remotely: The Defendants, Anchor Darling Valve Company; Air & Liquid Systems Corporation, were represented by Mr. David Traylor of the law firm of Nelson Mullins, 1320 Main Street, Columbia, South Carolina 29201.
Page 3 1 STATE OF SOUTH CAROLINA) IN THE COURT OF 2) COMMON PLEAS 3 COUNTY OF RICHLAND) FOR THE FIFTH 4 JUDICIAL CIRCUIT 5 C/A NO. 21-CP-40-02703 6 7 GALEN GARREN and PAULETT GARREN,) 8) 9 Plaintiffs,) 10) 11 vs.) 12) 13 AIR & LIQUID SYSTEM CORPORATION) 14 individually and as) 15 successor-in-interest to) 16 BUFFALO PUMPS, INC.,) 17) 18 Defendants.) 19 20 REMOTE VIDEOTAPED DISCOVERY DEPOSITION OF 21 GALEN GARREN, produced, sworn, and examined on 22 behalf of Plaintiff, October 13, 2021, between 23 the hours of 10:09 a.m. EST and 4:26 p.m. EST of 24 that day, before Jill Cohn, Certified Shorthand 25 Reporter. 26 27 VOLUME I	Page 5 1 APPEARANCES (CONTINUED): 2 3 PRESENT Remotely: 4 The Defendants, Goulds Pumps, LLC; Grinnell, 5 LLC, were represented by Mr. Robert Meriwether 6 of the law firm of Nelson Mullins, 7 1320 Main Street, Columbia, South Carolina 8 29201. 9 10 PRESENT Remotely: 11 The Defendants, Fisher Controls International 12 LLC; The J.R. Clarkson Company LLC, were 13 represented by Mr. Rhyen Lindley of the law firm 14 of vonBriesen & Roper SC, 10 East Doty Street, 15 Suite 900, Madison, Wisconsin 53703. 16 17 PRESENT Remotely: 18 The Defendant, Aurora Pump Company; BW/IP, Inc. 19 And Its Wholly-Owned Subsidiaries, were 20 represented by Ms. Kimberly Sullivan of the law 21 firm of Womble Bond Dickinson, One West Fourth 22 Street, Winston-Salem, North Carolina 27101. 23 24 ALSO PRESENT: Mr. Eli Wakefield, 25 Videographer Paszkievicz. IT IS HEREBY STIPULATED AND AGREED by and between Counsel for the Plaintiff and Counsel for the Defendants, that this deposition may be taken in shorthand by JILL COHN, a Certified Shorthand Reporter, and afterwards transcribed into typewriting, and the signature of the witness is reserved by agreement of counsel and the witness.

2 (Pages 2 to 5)

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Galen Garren
October 13, 2021

Page 6 1 THE VIDEOGRAPHER: We are now on the 2 record. This is the videotaped deposition of 3 Galen Garren. Today's date is October 13th, 4 2021. The time is currently 10:09 a.m. Eastern. 5 All attorneys present will be indicated on the 6 stenographic record. 7 The court reporter will now swear in 8 the witness. 9 (Witness sworn.) 10 MR. WILKE: Okay. This is Tyler Wilke with 11 the Flint Law Firm on behalf of the plaintiff. 12 Before we get started, I'd like to get a couple 13 of housekeeping matters on the record. 14 First is, I'd like to enter into the 15 record Plaintiff's Exhibit 1, which is the 16 notice to take the deposition of Galen Garren 17 today, Wednesday, October 13th, 2021. 18 (Deposition Exhibit No. 1 marked for 19 identification.) 20 We -- another housekeeping matter is 21 we can agree that -- to reserve all objections 22 except as to form, and that this deposition will 23 be taken in accordance with the rules of South 24 Carolina. 25 Does anyone else have anything Page 7 1 else -- does anyone else have anything they'd 2 like to get on the record? 3 MR. FRICK: Yes, this is Scott Frick. Will 4 you agree that an objection for one is good for 5 all? 6 MR. WILKE: Yes. 7 MR. FRICK: Okay, great. And let me -- let 8 me just say this for the record: Defendants 9 would reserve all rights and defenses, including 10 lack of service of process and lack of personal 11 jurisdiction. I think I can safely say that for 12 all defendants unless someone opts out. 13 I would also note that for one of my 14 clients, Daniel International Corporation, they 15 have not been served in this matter. Thank you. 16 MR. WILKE: Okay. We can agree to that. 17 Anybody else have anything they want 18 to get on the record? 19 THE WITNESS: No. I'm fine. 20 MR. WILKE: Okay. Then we will go ahead 21 and get started. 22 EXAMINATION 23 BY MR. WILKE: 24 Q. Mr. Garren, can you state your full 25 name for the record, please.	Page 8 1 A. Galen Roy Garren. 2 Q. And how do you spell your first name? 3 A. G-a-l-e-n. 4 Q. And how do you spell your last name? 5 A. G-a-r-r-e-n. 6 Q. And just for identification purposes, 7 Galen, what is your -- what's the last four 8 digits of your Social Security number? 9 A. 6687. 10 Q. Okay. Mr. Garren, you're aware that 11 you are under oath today, correct? 12 A. Yes. 13 Q. And you're aware that your testimony 14 is being taken down by our court reporter as 15 well as being videotaped? 16 A. Yes. 17 Q. Okay. Because your testimony is 18 being taken down by a court reporter, it's 19 important that you answer clearly and audibly, 20 like saying yes/no instead of nodding or shaking 21 your head. 22 Do you understand? 23 A. Oh, okay. 24 Q. And at any time if you can't 25 understand or you can't hear the question, just Page 9 1 ask myself or the attorney asking the question 2 to repeat that. Okay? 3 A. Okay. I will. 4 Q. And obviously this is probably going 5 to get a little bit conversational as we go 6 along, so the only thing I ask is you allow me 7 or the attorney asking the question to complete 8 the question before you start answering so that 9 way we have a clean stenographic record. 10 Do you understand that? 11 A. Yes. 12 Q. And at any time you need to take a 13 break, just ask myself or the attorney asking 14 the questions that you need to take a break. 15 And as long as you've answered the question 16 that's been asked, we'll go ahead and take a 17 break. Okay? 18 A. Sounds good. 19 Q. All right, Mr. Garren. We're here to 20 tell the jury what happened to you and nobody 21 knows that better than you. So just answer to 22 the best of your ability, and if you don't know 23 the answer, it's perfectly fine to say I don't 24 know or I don't recall. Okay? 25 A. Okay. I will.

3 (Pages 6 to 9)

Galen Garren
October 13, 2021

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Galen Garren
October 13, 2021

Page 14	Page 16
1 lived in Carolina Beach? 2 A. Yeah, but we moved down there 3 somewhere around 2000. We just moved this May. 4 Then before that, Tyler, I -- I lived in 5 Mountain Rest, South Carolina, I think I put 6 that on some paperwork, when I was based at 7 Oconee Nuclear Station traveling maintenance. 8 We lived there about 18 years. 9 Q. And do you know the address of that 10 residence? 11 A. Yeah. It was 231 Bonner, 12 B-o-n-n-e-r, Road, Mountain Rest, 13 South Carolina. 14 Q. And you mentioned Paulett being your 15 wife. How long have you been married to 16 Paulett? 17 A. Oh, my God, since '81. 18 Q. Now, do you know the exact date of 19 your marriage? 20 A. Oh, Lord. September. She would know 21 it. 22 Q. Have you ever been married to anyone 23 else besides Paulett? 24 A. Oh, yeah. 25 Q. Who else have you been married to?	1 Shelly. I have a daughter Allison. I have a 2 daughter Melissa. I have a daughter Jade. And 3 I have a son Kade, K-a-d-e. 4 Q. Okay. I want to go through those 5 real quick. Well, you mentioned Shelly, 6 Allison, Melissa, Kade. 7 Who was the other daughter that you 8 had? Jade? 9 A. Jade. 10 Q. Okay. And you mentioned -- let's 11 start with Shelly. So Shelly's mom is India, 12 correct? 13 A. Yes. 14 Q. Where does Shelly currently reside 15 at? 16 A. Oklahoma City. 17 Q. Do you know roughly how old Shelly 18 is? 19 A. Oh, she's probably about 45. These 20 are approximate dates. I have to look them up 21 to see. If the wife was up, she'd definitely 22 tell you. She knows. 23 Q. That's okay. I'm just -- I'm just 24 looking for what you can recall at this time. 25 So let's talk about Allison. Who is
Page 15	Page 17
1 A. Edith, E-d-i-t-h. Justice, 2 J-u-s-t-i-c-e. 3 Q. And when were you married to Edith? 4 A. Oh, my God. Well, '72 to '80, '82, 5 somewhere around there. These are approximate 6 dates. 7 Q. Okay. Do you know where you were 8 married to Edith at? 9 A. We got married in Jackney [phonetic], 10 South Carolina. 11 Q. Besides Edith and Paulett, have you 12 ever been married to anyone else? 13 A. Yeah. I was married shortly to 14 I-n-d-i-a, Dowdle, D-o-w-d-l-e. Real briefly, 15 couple months. 16 Q. And do you recall the year or years 17 that you were married to India? 18 A. Probably '71. 19 Q. Okay. Do you recall where you were 20 married to India at? 21 A. Jackson, Mississippi. 22 Q. Galen, do you have any kids? 23 A. Yes, I have five. 24 Q. Okay. What are their names? 25 A. Well, the daughter from India was	1 Allison's mother? 2 A. Edith. 3 Q. Okay. 4 A. Edie. 5 Q. And where does Allison -- 6 A. She goes by Edie. 7 Q. I'm sorry. What was that? 8 A. She goes by Edie, E-d-i-e. E-d-i-e. 9 Q. Okay. Where does -- where does 10 Allison currently reside? 11 A. Asheville, North Carolina. 12 Q. You said Asheville? 13 A. Yes. 14 Q. Okay. And do you recall roughly how 15 old Allison is? 16 A. Allison is probably about 42. 17 Q. Now what about Melissa? Who is 18 Melissa's mother? 19 A. Edith. 20 Q. And where does Melissa currently 21 reside? 22 A. Carolina Beach. 23 Q. And how old is Melissa? 24 A. She's probably about 40. These are 25 approximate dates, man, you know.

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1 Q. That's -- that's okay. That's okay. 2 Like I said, I'm just trying to get what -- what 3 you recall at this time. 4 Now, Jade. Who is Jade's mother? 5 A. Paulett, my current wife. 6 Q. And where does Jade currently live? 7 A. She lives in West Union, 8 South Carolina. West Union, U-n-i-o-n. 9 Q. And where is -- or how old is Jade? 10 A. Oh, she's about, probably, 35. 11 Q. All right. And the last one's Kade. 12 A. Yes. 13 Q. Who is Kade's mother? 14 A. Paulett. 15 Q. And where does Kade currently reside? 16 A. Well, he runs the road while he -- 17 he's been in Rhode Island for about a year, you 18 know. 19 Q. Do you know where at in Rhode Island? 20 A. Near Providence. 21 Q. How old is Kade? 22 A. He's probably -- his sister's older 23 than him. She's 34. She might be 30 -- she 24 might be 35. He might be 34. 25 Q. So Jade would be 35 and Kade would be	1 great-grandkids? 2 A. Tristin, my oldest grandson and his 3 girlfriend and my granddaughter -- oh. Emerson, 4 that's -- her mom's Melissa. 5 Q. Okay. So does Melissa have both of 6 those -- the great-grandkids or who's -- or just 7 one of them? 8 A. She has one. Her daughter. 9 Q. Okay. Who's got the other -- 10 A. Then Tristin, my oldest grandson, he 11 has one. 12 Q. Okay. Who is -- who is Tristin's mom 13 or dad? 14 A. Jade. 15 Q. Okay. So Jade and Melissa are the 16 ones that are grandparents? 17 A. Yes. 18 Q. Okay. How often do you get to visit 19 with your kids? 20 A. Oh, quite often. We stay in touch, 21 you know. 22 Q. How often do you go to visit your 23 grandkids? 24 A. Quite often. 25 Q. And do you visit them in person or is
Page 19	Page 21
1 34? 2 A. Yes. 3 Q. Okay. Galen, do you have any 4 grandkids? 5 A. Oh, my God, probably about 15 6 altogether, the grandkids and great-grandkids. 7 Q. Okay. How many great-grandkids do 8 you have? 9 A. One -- two. Two. There's -- 10 Q. Galen -- 11 A. -- now. Yeah. 12 Q. Just we'll kind of run through this 13 quick, but can you tell me which of your kids 14 has how many grand -- how many kids? 15 So how many kids does Shelly have? 16 A. Two. 17 Q. And what about Allison? 18 A. One. 19 Q. What about Melissa? 20 A. Two. 21 Q. What about Jade? 22 A. Five. 23 Q. Then what about Kade? 24 A. He has five. 25 Q. Whose got the grand -- whose got the	1 this over video or phone? 2 A. In person, phone. You know, one's 3 out in Oklahoma, they come in when I was going 4 through all this chemo and stayed about a week. 5 You know, they flew in. 6 Q. Galen, what's the highest level of 7 education you've completed? 8 A. Well, I got my GED in the Marine 9 Corps, then I went to the tech school for a 10 year. I got a welding degree, you know. 11 Q. Okay. So I want to get an overview 12 of your work history, and then we'll go back 13 into the -- each one in a little bit more 14 detail. Okay? 15 A. Okay. 16 Q. Now, you mentioned joining the 17 military. What branch of the military did you 18 join? 19 A. I was in the Marines. 20 Q. When did you join the Marines? 21 A. '67. 22 Q. Did you enlist? Were you drafted? 23 A. Oh, I enlisted. 24 Q. Okay. How long were you in the 25 Marines for?

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1 A. Oh, a couple years. 2 Q. So when did you leave the Marine 3 Corps? 4 A. I think about November '69. These 5 dates are approximate. 6 Q. Do you recall where you served at 7 while you were in the Marines? 8 A. Oh, I was at Camp Lejeune. I was at 9 Quantic. I went to ammo ordnance school there, 10 and I done a year in Vietnam. Let's see. 11 Q. What did you do in the Marine Corps? 12 A. I was -- I was with the ammo company, 13 ammo ordnance company. 14 Q. And what -- what exactly did you do 15 in the ammo ordnance company? 16 A. Well, we handled all kinds of ammo, 17 man, from small ones to bombs, you know, to 18 furnish all the troops in the field, you know. 19 Q. Were you in the ammo -- ammo ordnance 20 division the entire time you were in the Marine 21 Corps? 22 A. Yes. Yes. 23 Q. What was your rank when you were 24 discharged from the Marine Corps? 25 A. I was a lance corporal, E3.	1 Finishing or another entity? 2 A. I was employed by Synthetic 3 Finishing. 4 Q. What did you do at Synthetic 5 Finishing? 6 A. Well, mostly I was a wrapper man. 7 All the cloth was Scotchgarded with some type of 8 finish back and, you know, I would roll it and 9 wrap it and put a label on it, wherever it went. 10 Q. So you were basically a wrapper for 11 Synthetic Finishing? 12 A. Yes. 13 Q. Okay. After Synthetic Finishing, 14 where did you go to work at? 15 A. I worked many places. I worked for 16 B&S Welding for several years. They were a 17 big -- 18 Q. When did you start work -- 19 A. Huh? 20 Q. When did you start working at B&S 21 Welding? 22 A. Probably when I left Synthetics, 23 about -- 24 Q. So starting in -- 25 A. -- '72.
Page 23	Page 25
1 Q. After you left the Marine Corps, 2 where did you go after that? 3 A. Oh, I didn't do nothing for a while. 4 I worked for some -- I think Synthetic 5 Finishing, and then I -- then I got into 6 construction welding in the early '70s. 7 Q. Okay. Let's start with Synthetic 8 Finishing. When did you work there? 9 A. Oh, it had to be like '71, '70, 10 maybe. 11 Q. And when did you stop working there? 12 A. That's a long time ago. I probably 13 worked there about six months. 14 Q. Okay. So you worked there '70, '71? 15 A. Probably. 16 Q. Where is Synthetic Finishing located 17 at? 18 A. Hickory, North Carolina, where I was 19 residing at the time. 20 Q. And did you work at a facility that 21 was owned by Synthetic, or did you go out to 22 different jobsites? 23 A. Oh, I worked in the facility, 24 Synthetic facility. 25 Q. Were you employed by Synthetic	1 Q. Okay. 2 A. Yeah. 3 Q. How long did you work at B&S Welding 4 for? 5 A. Several years. 6 Q. When you say "several years," are we 7 talking three years? Five years? Seven years? 8 A. Three years. 9 Q. So '72 to '75? 10 A. Yeah, probably. 11 Q. Where is B&S Welding located at? 12 A. Well, basically, Hickory, 13 North Carolina. They had a Hildebran address 14 but that was, you know, just part of Hickory. 15 Q. And did you work at a B&S Welding 16 facility, or did you go around to different 17 sites and work? 18 A. We went different sites and worked, 19 contract work. 20 Q. Were you -- were you an employee of 21 B&S Welding? 22 A. Yes, I was. 23 Q. What did you do for B&S Welding? 24 A. I was a welder, you know. 25 Q. So when you talked about being a

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Page 26 1 welder, obviously there's a bunch of different 2 things that you'd probably be doing. 3 What -- can you narrow that down a 4 little bit of what -- 5 A. Well, structural welder. You know, 6 we set a lot of buildings, iron, you know, 7 welded a bunch of irons, structural. 8 Q. Do you recall any of the facilities 9 that you worked at while you were employed by 10 B&S Welding? 11 A. Well, Baxter Laboratories, which is 12 in Marion, North Carolina. I remember that. 13 That was -- B-a-x-t-e-r, Laboratories in Marion. 14 We worked in a lot of -- a lot of jobs, 15 different places. 16 Q. After you left B&S Welding in '75, 17 where did you go to work after that? 18 A. I think I was working for Herman 19 Erection out of Hickory. I was structural 20 welder also. 21 MS. REPORTER: I'm sorry. Could you repeat 22 the name, please. 23 BY MR. WILKE: 24 Q. How long did you work -- 25 THE WITNESS: Excuse me?	Page 28 1 A. Well, back then the furniture was 2 big. We was building some big furniture 3 factories up in Spruce Pine and Henry Dawn 4 [phonetic] plants. We worked on some 5 schoolhouses, shopping centers, places in -- we 6 worked so many different jobs, you know. We 7 might work a job for a week and then go get one 8 for three months that just ended, you know. 9 Q. And what exactly did you do for 10 Herman Erectors? 11 A. I was a welder. You know, rigger. 12 Q. Were you a structural welder? 13 A. Yes. 14 Q. And so you're doing basically the 15 same kind of work that you were doing at B&S 16 Welding? 17 A. Yes. Ever since I started structural 18 welding, then I got into pipe welding too, you 19 know. 20 Q. Okay. So let's -- let's talk about 21 Duke Energy. You mentioned -- 22 A. All right. 23 Q. -- 1977 you started at Duke. 24 Do you know the -- the month and day 25 that you started at Duke?
Page 27 1 MS. REPORTER: Could you repeat the name? 2 THE WITNESS: Herman -- Herman Erectors, 3 E-r-e-c-t-o-r-s. 4 MS. REPORTER: Thank you. 5 BY MR. WILKE: 6 Q. And how long did you work at Herman 7 Erectors for? 8 A. Well, probably a couple years until I 9 went to work for Duke in '77. 10 Q. Okay. So you worked for Herman 11 Erectors from '75 to '77? 12 A. Somewhere basically. These are 13 approximate dates on all this. 14 Q. Okay. 15 A. That's been a long time ago. 16 Q. I -- I completely understand. 17 Galen, were you an employee of Herman 18 Erectors at that time? 19 A. I sure was. 20 Q. And did you work at a Herman Erectors 21 facility, or did you go to other jobsites? 22 A. Well, we went to other jobsites, you 23 know. 24 Q. Do you recall any of those other 25 jobsites that you worked at?	Page 29 1 A. Yes. It was the 2nd of February 2 because it snowed real big that day. They 3 closed the job down. 2nd of February, '77. 4 Q. When did you stop working at Duke 5 Energy? 6 A. Stopped -- well, I got -- we got 7 terminated, laid off January the 19th of 1996. 8 Q. What was your job at Duke Energy? 9 A. Oh, you know, I used to weld. I was 10 on the modification crew. We worked boilers. 11 You know, we worked on turbines, generators. I 12 did a lot of different work, you know. 13 Q. You were basically a pipe welder for 14 Duke Energy? 15 A. Yes. Basically a pipe welder, yes. 16 Boiler tube. 17 Q. Did your -- did your job duties ever 18 change? 19 A. Yes. We had a -- 20 Q. I'm sorry. 21 A. -- constant change, you know. 22 Q. Let me -- let me ask a better 23 question. 24 Did your job title at Duke ever 25 change from being a pipe welder?

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1 A. No. We were, you know, welder, 2 modification crew, boiler tube welder, you know. 3 Never changed. I stayed a welder, basically. 4 Q. And as a welder, what were your job 5 duties at Duke? 6 A. Well, you know, pipe welding. We was 7 on a modification crew. Any modifications in 8 the plant, you know, a power plant, you 9 constantly got change it, remodification. You 10 know, new -- hang -- put up new pipe to put in, 11 you know. Working on valves and around pumps, 12 generators and, you know. 13 Q. When you worked at Duke, did you ever 14 work on a crew? 15 A. Yes. 16 Q. How many people were on your crew? 17 A. Oh, at Duke? Probably we had 18 about -- about 15, counting the helpers. 19 Q. Do you know the names of anybody who 20 was on your crew? 21 A. Yeah. About half of them's died from 22 asbestos. You know, that's a long time ago, 23 man. 24 Q. Can you give me the names of -- 25 A. You want me to name some?	1 A. I'm trying to think. Oh, Matt Cole, 2 C-o-l-e. Matt. He's still living. 3 Johaney [phonetic] Richardson. I think he's 4 still living. I know when I hear the other 5 ones, you know, most of them are dead. I'm 6 trying to think of the other ones that died. 7 Q. Well, I'm assuming if you gave a 8 deposition in Ronnie Jonas's case, that you 9 worked with Ronnie Jonas? 10 A. Yes. I worked with him at Oconee. 11 We worked together about ten years, you know. 12 We was on a couple different crews. 13 Q. What about George Fincher, did you 14 ever work with him? 15 A. Oh, yeah. Me and George worked 16 together for years. 17 Q. And George is still with us? 18 A. Oh, yeah. We stay in touch all the 19 time. He was basically my fitter and I was a 20 welder. 21 Q. Now, you mentioned Mike Cole is -- is 22 still with us. Do you speak with Mike at all 23 anymore? 24 A. No. No. 25 Q. What about Donnie Richardson? Do you
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1 Q. Yes, please. 2 A. You want me to name? Dick Arey, 3 A-r-e-y. Foreman's dead, too. His name was 4 Charlie Alison. 5 Q. Let me -- let me go back. Let me go 6 back real quick. Is -- is Dick still with us? 7 A. No, he's dead. 8 Q. And you mentioned Charlie Alison, and 9 you said he's no longer with us? 10 A. Yeah, he's foreman. He's dead. I 11 had a Ronald -- Ronald And- -- Ronald Anderson. 12 He's dead. 13 (Brief interruption.) 14 BY THE WITNESS: 15 A. RD Anderson. 16 Damn phone. 17 BY MR. WILKE: 18 Q. All right. You mentioned Ronald 19 Anderson was dead. Who else was on your crew? 20 A. George Bingham, B-i-n-g-h-a-m. He's 21 dead. 22 Q. How do you spell that last name 23 again? 24 A. B-i-n-g-h-a-m. 25 Q. What about anybody else?	1 speak with him at all? 2 A. No. I probably seen him on a job 3 years ago when I was still working. It's hard 4 to -- I'm trying to think of all the other 5 people. 6 Q. Well, if you -- if you think of any 7 more names, just stop us and -- and let us know 8 and we'll, you know, maybe follow-up with some 9 questions about that. 10 A. Okay. 11 Q. Was everyone on your crew, were they 12 all welders or did they have different trades on 13 your crew? 14 A. Oh, back then we was all welders. 15 All the welders was on one crew and the fitters 16 was one crew. They didn't mix us up. We were 17 all welders when I was working with Duke. 18 Q. Did you -- did you travel with the 19 same crew, or did you -- did you go with 20 different crews to different places? 21 A. Oh, I was there about six years. We 22 were in the process of building the McGuire 23 Nuclear Station, finishing it, you know. 24 Q. Galen, were you ever a member of a 25 union during your time at Duke?

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1 A. No. Uh-uh. 2 Q. And you've already mentioned McGuire 3 and Oconee. During your time at Duke, what 4 other facilities did you work at? 5 A. Well, I worked them all. I mean, I 6 worked all the coal-fired, Marshall, Allen, 7 Riverbend, Belews Creek, Jocassee Hydro. Power 8 plants, McGuire, Catawba, Oconee. And then I 9 moved down here, I started working the plants 10 at -- you know, they bought Progress Energy out. 11 So Robinson, Shearon Harris, Catawba, worked 12 there quite often. 13 Q. Did you ever work at the Cliffside 14 plant? 15 A. Yes. I worked at Cliffside, I forgot 16 that. I worked all the fossil plants, you know. 17 Q. Did you work at the Buck plant? 18 A. Yes. Buck, yeah. 19 Q. What about the -- the Lee plant? Did 20 you ever work there? 21 A. Oh, yeah, I worked -- worked for Lee 22 a bunch. Sure did. 23 Q. Did you ever work at Buzzards Roost? 24 A. Oh, yeah. Worked down there, sure 25 did.	1 Q. So you started there -- 2 A. In North Carolina. 3 Q. And you started there in '77, 4 correct? 5 A. Correct. 6 Q. How long were you at the McGuire 7 plant for? 8 A. Till probably '81 or '82. But, you 9 know, we'd go back to McGuire and work an 10 outage and stuff, you know. I went to McGuire 11 and went to Catawba. Still building Catawba. 12 Q. Okay. Let's -- let's stick with the 13 McGuire plant for just a little bit. 14 A. Okay. 15 Q. So -- so were you at McGuire for the 16 entire time from '77 to '81, or did you move to 17 different plants during that time period? 18 A. No, I --I was there. 19 Q. Can you describe for me how large the 20 McGuire plant is? 21 A. Oh, it was a two reactor. Pretty 22 good size plant, you know. Big plant, you know. 23 Q. Do you know how many units the 24 McGuire plant had? 25 A. Two.
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1 Q. Okay. I want to kind of go through 2 each of these plants individually and just ask a 3 couple of questions about them. Okay? 4 A. Okay. 5 Q. Let's start with the Oconee plant. 6 Do you know where that one's located at? 7 A. Yes. Seneca, South Carolina. 8 Q. And do you know what years you worked 9 at this plant? 10 A. I probably went to Oconee in -- I 11 don't know, '82. And I worked there until, you 12 know, I got laid off, but I was working -- 13 Oconee was traveling maintenance. We'd go to 14 other plants and work also, you know. 15 Q. So did you -- when you first joined 16 Duke in '77, did you start in the traveling 17 maintenance group or did that come later? 18 A. That came later. We was doing 19 construction phase, you know. 20 Q. When you first joined Duke, what 21 plant did you first start at? 22 A. McGuire. 23 Q. And where is McGuire located at? 24 A. Well, say near Davidson, 25 North Carolina.	1 Q. And where did you work at in the 2 McGuire plant? 3 A. I worked in auxiliary building a lot, 4 but I worked in the turbine building some also. 5 Basically I was in the auxiliary building. 6 Q. Okay. So the auxiliary building and 7 the turbine -- turbine portion of the plant? 8 A. Well, the auxiliary part of the plant 9 and turbine is two different parts of the plant, 10 you know. 11 Q. Okay. 12 A. I mean, you got auxiliary -- 13 Q. Was it -- 14 A. You got auxiliary -- 15 Q. Go ahead. Sorry. 16 A. I said, you got the auxiliary plant, 17 then you got the turbine part of it, then you 18 got the reactor part of it, you know. 19 Q. And when you worked at McGuire from 20 '77 to '81, was this new construction or was 21 this old construction? 22 A. New construction. 23 Q. And then when you went back after 24 '81, was that more new construction or were you 25 doing remodels or old construction at McGuire?

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1 A. We were doing the shutdowns, I did, 2 when the plant was up and running. You know, 3 maintenance. 4 Q. Okay. So after McGuire you went to 5 Catawba, correct? 6 A. Correct. 7 Q. Do you recall the first time you were 8 at Catawba? 9 A. I'll repeat, these dates are 10 approximate. Probably '81, maybe '82. And I 11 stayed there about a year and a half. A year 12 just about. 13 Q. New construction? 14 A. Yes. 15 Q. Did you ever go back -- did you ever 16 go back to Catawba after you left in '83? 17 A. Oh, yes, plenty of times. 18 Q. Okay. When you went back after '83, 19 was that more new construction or was that 20 working during shutdowns? 21 A. Oh, it was working. The plant 22 was up. The plant was running. We just went 23 back up and did maintenance and outages, you 24 know, work. 25 Q. But whenever you went there from '81	1 A. Correct. 2 Q. When you went to Oconee, was this new 3 construction or was this work during a shutdown? 4 A. Oh, that plant had been running for 5 years. We just went there to do maintenance 6 work, yard work. But we were there, we got 7 pulled off and go work at maybe Belews Creek or 8 had to go to Catawba for four or five weeks, you 9 know. 10 We were traveling maintenance there, 11 so whenever they need us, we left that base 12 plant and we went to the plant where they needed 13 us. 14 Q. So Oconee was kind of your home base 15 for the traveling welding crew? 16 A. Yes. Yes. Yes. 17 Q. How many units did Oconee have? 18 A. Oh, big plant. It's got three. 19 Q. And did you work in all three units, 20 or did you work in just one or the other? 21 A. I worked -- I worked -- I worked on 22 all three units, turbine build everywhere. Been 23 all over the plant. 24 Q. And after Oconee, do you recall what 25 plant you went to after that?
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1 to '83, was that new construction or was that 2 during outages? 3 A. New -- new construction. 4 Q. Do you recall what units you worked 5 on at the Catawba facility? 6 A. I think I was in Unit 1, but I've 7 been all over Unit 1 and Unit 2 after I come 8 back there, and I basically worked Unit 1, I 9 think, you know. 10 Q. So you only worked in Unit 1... 11 A. Yes, during construction. 12 Q. Okay. 13 A. Unit 1, auxiliary building. 14 Q. Okay. What about afterwards when you 15 went back? Did you ever work in Unit 2 -- 16 Unit 2, or did you always stay in Unit 1? 17 A. Oh, I worked -- I worked -- I worked 18 Unit 2 reactor. I worked everywhere. I've been 19 all over them plants, man. 20 Q. Okay. After Catawba, where did you 21 go? 22 A. Oconee. 23 Q. Okay. And so you were at Oconee. 24 Then that was near Seneca, South Carolina, 25 correct?	1 A. Well, I got laid off from Oconee in 2 '96, but I -- you know, I went to -- they'd send 3 us maybe Plant Allen or we'd go to McGuire doing 4 an outage, you know, shutdown, you know. 5 Q. Okay. Let's -- let's kind of break 6 it down this way, and we'll just go through each 7 of the individual plants and maybe make it a 8 little bit easier. 9 You talked about working at the 10 Cliffside plant. Do you remember that? 11 A. Yeah. Yes. 12 Q. Do you recall -- do you recall the 13 first time you were at the Cliffside plant? 14 A. Oh, God. Probably in the late '80s, 15 early '90s. Man, this is just approximate. I 16 worked so many jobs. It's been so long ago, you 17 know. 18 Q. Okay. When you worked at Cliffside, 19 was this maintenance or new construction? 20 A. It was maintenance, you know. 21 Q. And how many units were at Cliffside? 22 A. Well, they had four small units and 23 Daniel built a big unit and -- Daniel built that 24 plant in about probably '75. 25 Q. So did you work in -- in all five

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1 units, or did you only work in one or two of the 2 units? 3 A. I worked on all five of them. Most 4 of the big units. 5 Q. Okay. The next plant you discussed 6 was the Riverbend plant. Do you recall where 7 the Riverbend plant was located at? 8 A. Yep. I just tell you, it's basically 9 near Charlotte. 10 Q. Do you recall the first time -- do 11 you recall the first time you were at the 12 Riverbend plant? 13 A. Yes. Me and Joe was working -- 14 helping the generator people, tying the 15 generators down. 16 Q. And do you recall when that was? 17 A. This is probably -- oh, I'm sure it 18 was after I left Duke because I was working for 19 PM. 20 Q. Well, while you were employed by 21 Duke -- while you were employed by Duke, did you 22 ever work at the Riverbend plant? 23 A. No. I think after I left Duke, I 24 worked there. 25 Q. Okay. Who were you working for when	1 We was working close to them. I think there was 2 about four, old plant. 3 Q. Do you recall the first time you were 4 at -- you worked at the Buck plant? 5 A. Probably '92, '93. These are all 6 approximate, man. I can't -- there's no way I 7 can remember all this. 8 Q. And when you went to work at the Buck 9 plant, was this maintenance or new construction? 10 A. Maintenance. Changing out boiler 11 tubes, you know, changing tubes out. 12 Q. All right. You discussed working at 13 the Marshall plant. Do you recall where the 14 Marshall plant's located at? 15 A. Yes. It's lo- -- it's lo- -- located 16 off of Highway 150 near McGuire. I guess you'd 17 say it's near Morrisville, North Carolina. 18 Q. And when was the first time you were 19 at the Marshall plant? 20 A. Oh, probably the late '80s, maybe 21 early '90s. Probably late '80s. 22 Q. How many units did the Marshall plant 23 have? 24 A. Two, big units. 25 Q. And this work at the Marshall plant,
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1 you were at the Riverbend plant? 2 A. I want to -- PEM, Power Equipment 3 Maintenance -- Highway Equipment Maintenance. 4 Keith Ravan owned it. It was near Anderson, 5 South Carolina. 6 Q. And so working at the Riverbend 7 plant -- 8 A. Huh? 9 Q. Okay. Working at the Riverbend plant 10 would have been after '96? 11 A. Yes. 12 Q. Okay. Do you recall what units you 13 were working on at the Riverbend plant? 14 A. Oh, no, I don't recall. I just 15 remember we worked with the generator people, 16 helped them. 17 Q. Okay. The next plant you discussed 18 was the Buck plant. Do you recall where that 19 plant was located at? 20 A. That's near Salisbury, 21 North Carolina. 22 Q. And how many units -- how many units 23 are at the Buck plant? 24 A. Oh, I'm trying to think. They were 25 in the process of them dismantling two of them.	1 was this construction -- new construction or 2 maintenance? 3 A. Maintenance. 4 Q. What about Belews Creek? Do you know 5 where Belews Creek is located at? 6 A. Oh, yeah. Yep. Right on -- little 7 town located close to nothing. But Walnut Cove, 8 North Carolina, or -- what was it? New Hill. 9 Q. Do you recall the first time you 10 worked at the Belews plant? 11 A. I worked there probably from '90 to 12 '96 off and on. That was the last time I worked 13 at when I got my layoff. I was up there in '96 14 or '95. Got laid off early. 15 Q. How many units did the Belews Creek 16 have? 17 A. Two, big units. Big. 18 Q. And was this new construction or was 19 this maintenance? 20 A. Maintenance. 21 Q. All right. You mentioned the Lee 22 plant. Do you know where the Lee plant is? 23 A. Yeah. It's Pelzer, P-e-l-z-e-r, 24 South Carolina. Oh, I worked that off and on 25 five years, man. Re- --

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1 Q. Okay. 2 A. -- retubing all them units. I 3 probably worked -- 4 Q. When you say you worked off and 5 on for -- sorry, go ahead. You're -- you're 6 thinking ahead of me. When did you start 7 working there? 8 A. I worked -- I worked -- I worked off 9 and on there about five years. We retubed all 10 them three units probably in the late '80s, 11 early '90s. 12 Q. And what about the Allen plant? 13 Where is the Allen plant located at? 14 A. Allen plant is located near 15 Mount Holly. Mount Holly, North Carolina. 16 Let's see. Allen plant is two units. 17 Q. Do you recall the first time you 18 worked at the Allen plant? 19 A. Probably that was mid-'80s, 20 early-'90s. 21 Q. And was this maintenance or was this 22 new construction? 23 A. Maintenance. 24 Q. You mentioned Buzzards Roost. 25 A. Yes.	1 you first work at the Shearon Harris Nuclear 2 Plant? 3 A. Oh, I didn't work Shearon Harris 4 until after I left Duke, you know. 5 Q. Okay. So you didn't work there till 6 after Duke? 7 A. That -- no. That wasn't one of 8 Duke's plants at the time. 9 Q. Okay. All right, Galen. We've been 10 going for about an hour. Do you want to take a 11 break, or do you want to keep going? 12 A. We'll take a short break. 13 MR. WILKE: Okay. We'll take a -- take a 14 short break. We'll be back at 11:15 your time. 15 THE VIDEOGRAPHER: All right. We are off 16 the video record at 11:03 a.m. -- 17 THE WITNESS: Okay. 18 THE VIDEOGRAPHER: -- Eastern time. 19 (Break taken.) 20 THE VIDEOGRAPHER: We are back on the video 21 record at 11:15 a.m. Eastern time. 22 BY MR. WILKE: 23 Q. All right, Mr. Garren, we're back 24 from a short break. Before we left, we were 25 talking about your -- a bunch of the facilities
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1 Q. Where is Buzzards Roost generating 2 station at? 3 A. Oh, Lord. It's near -- not -- 4 South Carolina. I'm trying to think of some of 5 the towns down there. 6 Q. Chappells, South Carolina, sound 7 familiar to you? 8 A. Yes. Yes. 9 Q. Okay. When did you work -- when did 10 you first start working at Buzzards Roost? 11 A. We just worked -- we worked there one 12 time. We had a generator we tore down and 13 rebuilt it, you know. We been there several 14 months. That was done in the -- I bet in the 15 '90s. 16 Q. And then the last one I have is the 17 Shearon Harris nuclear plant. Do you know where 18 that one's located at? 19 A. Yes, near Raleigh. Really New Hill, 20 North Carolina. 21 Q. Do you know when the Shearon Harris 22 Plant was built? 23 A. Oh, back in the -- I'd say in the 24 '80s, man. 25 Q. Okay. When did you start -- when did	1 that you worked at for Duke. 2 Next I want to move to the -- some of 3 the equipment that you were working on at Duke. 4 During your time at Duke, did you ever -- I 5 believe you mentioned working on valves; is that 6 correct? 7 A. Yes, sir. 8 Q. Do you recall the manufacturers of 9 the valves that you were working on at Duke? 10 A. Let's see. Yes, it's been a while 11 too. B&W, Anchor Darling, Crane, Velan, Yarway, 12 Sototest [phonetic]. I believe there was a 13 Flowserve valve also. You know, I -- we cut out 14 a lot of valves back then. Probably, you know, 15 at the time -- I don't know. Probably in my 16 career, probably about 500 valves, Tyler. 17 Q. Okay. 18 A. Four to 500. 19 Q. Did you ever work with any -- 20 A. These were approximate. 21 Q. Right. 22 A. Could have been more. Excuse me. 23 Q. Right. Did you ever work with any 24 Grinnell valves? 25 A. Yes, sir.

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1 Q. Did you ever with any Fisher valves? 2 A. Oh, yeah. I worked with Fisher 3 valves too, a lot. 4 Q. Okay. You also recalled working on 5 pumps. Do you recall the manufacturer -- 6 A. Yes. 7 Q. -- of the pumps that you worked on? 8 A. Well, I remember a Buffalo. Byron 9 Bryn [sic] Jackson. 10 MS. REPORTER: I'm sorry, what was that, 11 sir? I'm sorry, what was that? 12 THE WITNESS: Bryn [sic], B-r-y-n [sic] 13 Jackson, and Aurora, A-u-r-o-r-a, and a Carver 14 and a Deming, Deming [phonetic], D-e-m-i-n-g. 15 Deming. I probably worked on 150 pumps, you 16 know, basically. Could have been less. Could 17 have been more. That's been a long time ago. 18 My memory sure ain't what it used to be, Tyler. 19 BY MR. WILKE: 20 Q. I understand. 21 And you recall working on boilers 22 while you were at Duke? 23 A. Oh, yeah. 24 Q. Do you recall -- do you recall the 25 manufacturer of the boilers that you worked on?	1 at Duke Power, were there any other -- any other 2 trades working around you? 3 A. Oh, yeah, man. Insulators, 4 pipefitters, builders, ironworkers, valve 5 people, pump people. 6 Q. Do you recall the -- the companies 7 that employed these outside tradesmen that you 8 worked with? 9 DEFENSE COUNSEL: Object to the form. 10 BY THE WITNESS: 11 A. Well, this is probably after I left 12 Duke, I still went back and worked at the plant. 13 But, you know, Lenox Services, one guy worked 14 with PEM. Two -- yeah, there's two dead people. 15 BY MR. WILKE: 16 Q. Let me -- let me break this down a 17 little bit. 18 A. PEM. 19 Q. Galen, let me break this down for 20 you. 21 You talked about working around 22 insulators, right? 23 A. Yes. 24 Q. Was this -- did you work around 25 insulators while you were employed by Duke
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1 A. Oh, yeah. They were all combustion 2 engineered. 3 Q. What about turbines? Did you ever 4 work on turbines during your time at Duke? 5 A. Yeah, I helped -- I helped the 6 turbine people occasionally, you know. Turbine, 7 generator crew, you know. 8 Q. Do you recall the manufacturers of 9 the turbines that you worked on? 10 A. Probably GE. 11 Q. Was it just GE, or were there other 12 manufacturers of turbines that you worked on? 13 A. I did Westinghouse. 14 Q. Okay. 15 A. Did Babcock & Wilcox, B&W. Like I 16 said, it's been a long time. I worked on all 17 kinds of equipment. 18 Q. I -- I completely understand that. 19 And like I said, we're just trying to get the 20 information that you recall at this time. 21 You talked about working with 22 generators too. Do you recall the manufacturers 23 of the generators that you were working on? 24 A. They would probably have to be GE. 25 Q. Okay. When you were a welder at --	1 Energy? 2 DEFENSE COUNSEL: Object to the form. 3 BY THE WITNESS: 4 A. Yes. Yes. 5 BY MR. WILKE: 6 Q. Do you -- do you recall who 7 these ins- -- well, did these insulators work 8 for Duke Energy, or did they work for an outside 9 contractor? 10 A. Well, some of them worked for Duke 11 and there was some Covil and a few Daniels 12 hands, you know. And Brawnson, that was years 13 ago. Brawnson, they were already there. 14 Q. How do you -- how do you spell -- is 15 it Bon- -- Bahnson? Bohnson? Brawnson? 16 A. Yeah. 17 Q. How do you spell that? 18 A. B-a- -- B-a-h-n-s-o-n [sic]. 19 Brawnson [phonetic], I believe. 20 Q. Okay. 21 A. They're still in business. 22 Q. Okay. Besides for valves, pumps, 23 boilers, turbines, generators, and -- and 24 outside contractors, were there any other pieces 25 of equipment that you worked on while employed

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1 by Duke? 2 A. I think that -- I mean, we -- we 3 worked on reactor cooling pumps in the reactor. 4 We did that -- 5 Q. Okay. 6 A. -- several times, RCP pumps, reactor 7 cooling pumps. That's -- that's all I can 8 remember now. 9 Q. Okay. I want to focus your testimony 10 now on valves. I'll let you know when it's time 11 to switch to talk about different equipment, but 12 I want to focus on valves now. Okay? 13 A. Okay. 14 Q. As a welder, how often did you work 15 on valves? 16 A. Well, it would be like we'll have a 17 work order to go cut a valve out, stage it up to 18 the -- oh, the valves. Okay. Excuse me. I 19 worked on valves a lot. I don't know how many 20 valves we cut out and replaced, man. 21 Q. You talked about somewhere in the 22 range of -- you talked about somewhere in the 23 range of 500 valves that you worked on during 24 your time at Duke? 25 A. Yes. Yes, maybe more.	1 were Fisher compared to Anchor Darling compared to 2 to Velan compared to Crane? 3 A. I'm going to say on the Fisher 4 valves, I'm going to say, like, 40 percent, 5 maybe 50. 6 Q. Okay. What type of valves did you 7 work on during your time at Duke? 8 A. Oh, you want their names again? 9 Q. Well, no. What types of valves? 10 A. Oh, I'm sorry. Gate valves, globe 11 valves, butterfly valves, ball valves, check 12 valves. Steam dumps, a type of valve. 13 Q. On these valves that you worked -- 14 A. I mean, I worked on valves -- go 15 ahead. 16 Q. Sorry, go ahead. Go ahead. 17 A. I worked on valves from a half-inch 18 in diameter on up to probably 4 feet in 19 diameter. 20 Q. Okay. 21 A. Butterfly valves were real big. Huh? 22 Q. That was -- that was going to be my 23 next question. 24 A. Okay. 25 Q. Were these valves that you worked on,
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1 Q. Can you identify -- sorry. Go ahead. 2 A. Identify the valves? 3 Q. Well, no. Can you identify the first 4 time that you worked on a valve? 5 A. Oh, God. 1977. 6 Q. And can you identify the last time 7 that you worked on a valve? 8 A. When I was with Duke? 9 Q. Yes, when you were with Duke. When 10 you were with Duke. 11 A. 1996. 1996. 12 Q. Okay. You mentioned -- 13 A. There were a lot of valves back there 14 though. 15 Q. Okay. And you mentioned several 16 different valve manufacturers that -- that you 17 worked with. Can you give me a percentage of 18 the manufacturers that you worked on? You know, 19 was there -- did you work on one valve more than 20 another valve? 21 A. Probably worked on the Fisher and 22 the -- probably worked on the Fisher and the 23 Anchor Darling and the Crane, Velan. 24 Q. But did you -- I guess, could you 25 give me a percentage of how many of the valves	1 were they flanged? Were they threaded? How 2 were they attached to the piping? 3 A. Flanged, welded in. I recall very 4 few of them had screw piping going in them. 5 Q. What percentage of the valves were 6 flanged compared to welded in? 7 A. I'm going to say 50 percent. 8 Q. When you worked on these valves, were 9 they ever insulated? 10 A. Oh, yeah. 11 Q. What percentage of the valves were 12 insulated that you worked on? 13 A. Probably 50 percent. 14 Q. So 50 of them -- 50 percent of them 15 were insulated and 50 percent were not 16 insulated? 17 A. Correct. 18 Q. Do you recall what kind of lines 19 these valves were on? 20 A. Well, steam, chemical, oil, water. I 21 put a little -- chemical, steam, water, oil. 22 Q. Was it your job as a welder to remove 23 these valves from the line? 24 A. Yes, if we were installing the new 25 one. Huh?

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Page 58 1 Q. Can you go through the process of 2 removing a valve from a line? 3 A. Well, later on the insulators would 4 come down. They'd have a work order to remove 5 the insulation, and we'd go cut the valve out. 6 Of course, I didn't -- we didn't have all the 7 insulation off of it. We'd cut the valve out 8 and probably stage it up for the valve people. 9 Or we'd go up there, sometimes they'd pull the 10 bonnet and redo the packing. Sometimes they 11 would use parts on it. A lot of times they just 12 put a new valve in. 13 Q. Okay. Let's -- 14 A. Or we'd put it in. 15 Q. Let's break that down a little bit. 16 When you were instructed to -- to 17 remove a valve from the line, how did you know 18 what valve to remove? 19 A. Well, it would be on the work order. 20 You'd go find the location in the building. 21 Then the valve would have -- most of them would 22 have a tag on it, a manufacture date, 23 manufacture what type of valve it was. Then 24 you'd have it on the work order, too, also. 25 TailorMade [phonetic] valve, like 242F,	Page 60 1 close to them. You know, we'd have our 2 equipment there getting ready to cut the valve 3 out as soon as I took the insulation off of it 4 but, you know, you can have people above you 5 taking insulation off and you could be down 6 below them working on something, you know. 7 Q. When you removed the insulation from 8 the line and the valve, what would you use to 9 remove that insulation? 10 A. Well, sometimes, depending on what, 11 they had a little saw cutter in it. Basically 12 just pull it off, man, you know, put it in the 13 bag. 14 Q. So would you use your bare hands, or 15 would you use tools the size of a saw to remove 16 this insulation? 17 A. I used gloves. You always had gloves 18 on, man, just like a little saw, small saw. Saw 19 where we could pull it off easier, you know. 20 Q. What did this insulation look like 21 that you were removing? 22 A. White, sort of crumbly, 23 c-r-u-m-b-l-y, crumbly. You know what I'm 24 saying? There's another word I'm trying to 25 find. Not crumbly. They'd just go all over the
Page 59 1 Columbine [phonetic] FF25, you know. 2 Q. And you talked about insulators 3 removing the insulation. Were there times where 4 you would have to remove the insulation, or 5 would the insulator always remove the insulation 6 from the line? 7 A. Oh, in the early -- in the early 8 '70s, we'd remove it, insulation, the gaskets, 9 you know. We probably moved -- 10 Q. What would you -- 11 A. -- the insulation off of valves up 12 until the '80s, probably. 13 Q. Okay. And then in the '80s, did the 14 insulators start removing the insulation? 15 A. Probably. 16 Q. Was that every time in the '80s that 17 the insulators would remove the insulation, or 18 were there still times in the '80s and beyond 19 that you would remove the insulation? 20 A. I guess there might have been times 21 where we removed it. You know, not a whole lot. 22 Q. When the insulators were removing the 23 insulation, how close would you be to them doing 24 this work? 25 A. Well, we could be right down there	Page 61 1 place and remove it. I'm trying to think of a 2 word we used to use. 3 Q. When you would go to remove 4 insulation from a valve, would you have to 5 remove insulation down the pipe from that valve? 6 A. Yes. Yes. 7 Q. How far down the pipe -- 8 A. Six inches. Six inches. 9 Q. And that's six inches on either side? 10 A. Yes, sir. 11 Q. Okay. When you were removing this 12 insulation, did it create a lot of dust? 13 DEFENSE COUNSEL: Objection. Form. 14 BY THE WITNESS: 15 A. Well, yeah. The plants were pretty 16 dusty anyhow back then. Yes, it did, you know. 17 BY MR. WILKE: 18 Q. Did you ever breathe in that dust? 19 DEFENSE COUNSEL: Objection. 20 BY THE WITNESS: 21 A. Oh, yeah. But, you know, we didn't 22 have respirator or nothing, dust mask. Just 23 bare construction, man. Just get and go with 24 it, you know. 25

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Page 62 1 BY MR. WILKE: 2 Q. And that -- that kind of leads me to 3 my next question. When you were working at 4 Duke, did you ever wear a mask? 5 A. Never. 6 Q. Did you ever put on new insulation 7 after you installed a new valve? 8 A. No, no. I wasn't an insulator, man. 9 No. I mean, steam blankets and stuff like that, 10 yes, you know, if we were removing them, put 11 them back. 12 Q. Did you ever remove any steam 13 blankets from any valves? 14 A. Yeah, sure. 15 Q. Do you -- do you recall how often you 16 would have to remove a steam blanket from a 17 valve? 18 A. Not a good word, but occasionally. 19 Q. Would you have to remove insulation 20 from a valve every time to replace it? 21 A. No, no. You know, probably half the 22 valves were insulated and the other ones 23 weren't. 24 Q. Well, and that's what -- if the valve 25 was insulated, would you have to remove that	Page 64 1 picture, it was just wound up. That was a 2 Flexitallic valve. Garlock was just like a red 3 rubber. Man, I can't really think of any more 4 gaskets. 5 Q. Would the -- let me ask a better 6 question. Would the gasket stick to the flanges 7 or would they come right off? 8 A. Oh, yeah. You would have to -- you 9 would have to pry them off with a putty knife or 10 get your grinder with a wire brush and brush 11 them off. 12 Q. And how often would you have to 13 remove the old gaskets from the flanges? 14 A. Quite often. 15 Q. When you say "quite often," are we 16 talking 50 percent of the time? 75 percent of 17 the time? What are we -- you know, if you can 18 give me a percentage. 19 A. 50 percent. 50 percent. 20 Q. Okay. Was this a wet or dry process 21 of removing the gaskets from the valve -- the 22 flanges? 23 A. In the early days it was dry. Later 24 on, I guess about '80s, in those days, you know, 25 they had the insulators, had to come down. They
Page 63 1 insulation before you could remove the valve 2 from the line? 3 A. Yes. Yes. 4 Q. And you discussed removing gaskets 5 from the old valves. Do you recall that? 6 A. Yes. 7 Q. Would these gaskets be on a flange 8 valve, or would they be on a welded-in valve? 9 A. Well, they could be on both, man, you 10 know. 11 Q. How often would you have to remove a 12 gasket from a valve that you took out of line? 13 A. Every time you took a valve out, 14 you're gonna have a gasket in it. Might be a 15 big gasket, little gasket. Depended on the size 16 of the valve. 17 Q. What did the gaskets look like when 18 you came -- when you took off a valve? 19 A. Oh, you know, it was a spiral wound, 20 Flexitallic, the Garlock. 21 Q. When you -- when you removed a gasket 22 from a flange or one of these welded valves, 23 what did the gasket look like before you removed 24 it? 25 A. Well, spiral wound was in the	Page 65 1 had a work order, go down and take such-and-such 2 insulation off a valve 275F and then they'd 3 spray it down. 4 Q. Do you recall when this -- 5 A. Wipe it down. 6 Q. Do you recall when this process of 7 spraying down the insulation in the valves took 8 place? 9 A. Well, probably starting '80s, man. 10 Used to come down there and, you know, and now, 11 you know, they build tents in front of those 12 things to control the asbestos. Back then, they 13 just teared it out, man, you know. 14 Q. When did they -- 15 A. Wet it down. 16 Q. You mentioned -- you mentioned the 17 '80s. Are we talking the early '80s? The 18 mid-'80s? The late '80s? 19 A. Early, mid. 20 Q. So early to mid-'80s they started 21 doing this process? 22 A. Yes, wetting the insulation down 23 before they removed it. 24 Q. When you -- when you clean these 25 gaskets off the valves or off the flanges, did

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1 this create a lot of dust? 2 DEFENSE COUNSEL: Objection. Form. 3 BY THE WITNESS: 4 A. Oh, yes. If you had a grinder on it 5 trying to get it off, it sure did. 6 BY MR. WILKE: 7 Q. And did you breathe in that dust? 8 DEFENSE COUNSEL: Objection. Form. 9 BY THE WITNESS: 10 A. Oh, yeah. 11 BY MR. WILKE: 12 Q. When you took a valve out of the 13 line, what did you do with that valve? 14 A. Well, a lot of the times they were 15 scrapped. A lot of the times you took them up 16 to the valve guys, and they repacked them or 17 whatever, reused them. Most of the time it was 18 newer valves we put back in. 19 Q. And when you took these valves to the 20 valve techs to work on, were you ever around 21 when this work was being done? 22 A. Oh, yeah, man. They'd pull a bonnet 23 off or repack it. I knew a lot of them. We'd 24 just, you know, just be talking to them. You 25 know, hang out there for a little bit.	1 time. You know, there might be a -- there might 2 be a line of delete for some reason or another. 3 They say, okay, save the valve, we can use them 4 on this next piping job we got. You know, 5 that's a good example. 6 Q. Did you ever have to -- sorry, go 7 ahead. 8 A. Usually you'd take them to the valve 9 tech and they'd repack them, check them, see 10 whatever they needed, you know. 11 Q. Did you ever have to put a new gasket 12 on these valves? 13 A. Yes. 14 Q. And would that be your job or would 15 that be the pipefitters job? 16 A. Well, I'd be assisting, man. You 17 know, getting them lined up and putting studs or 18 whatever, you know, so the gasket would fit in 19 there right, you know. 20 Q. Where did these new gaskets come 21 from? 22 A. We usually draw them out of the 23 warehouse. Material place, you know. 24 MS. REPORTER: I'm sorry, could you repeat 25 your answer, sir?
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1 Q. How often were you around these valve 2 techs when they were working on a valve? 3 A. Probably about 20 percent of the 4 time, you know. 5 Q. How close would you be to the valve 6 techs when they were working on these valves? 7 A. We'd be right there with them, you 8 know. 9 Q. Walk me through the process of 10 installing a -- a new valve. 11 A. Okay. I mean, you know, you'd have 12 to go get the valve to start with. Stage it 13 down to where the valve was going in. And you 14 have a fitter there, you're gonna fit that valve 15 in, tack it. The inspector is going to check 16 everything and make sure it's right and 17 everything, you know. Then they tell you to 18 weld it out and then they check your final weld. 19 Q. Did you ever reuse the same valve 20 that you pulled out of that line? 21 A. Oh, yeah. 22 Q. How often would you use the same 23 valve compared to when you would use a new 24 valve? 25 A. Probably about 20 percent of the	1 BY THE WITNESS: 2 A. Excuse me? Oh, you would draw the 3 new gasket to the warehouse and draw them out. 4 BY MR. WILKE: 5 Q. So would these gaskets -- these new 6 gaskets, would they be precut, or did you have 7 to make your own? 8 A. Well, we precut quite a bit of them 9 on the gasket cutters they had at the machine 10 shop. But a lot of them already come in from 11 the factory. You know, we put -- precut a lot 12 of our Garlock gaskets. You know, we didn't 13 make no Flexitallic. 14 Q. How often would it -- would you use a 15 precut gasket compared to when you would have to 16 make your own gasket? 17 A. Probably about 30 percent of the 18 time. 19 Q. Okay. All right. Well, let me go 20 back here. Galen, you -- you rattled off a 21 couple of different manufacturers of valves that 22 you worked with. 23 A. Uh-huh. 24 Q. How do you recall or how would you 25 identify a -- a Crane valve compared to a Velan

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1 valve or an Anchor Darling valve? 2 A. Well, a lot of them would be, you 3 know, raised letters in the valve itself -- 4 itself. Or I could look at the work order or a 5 tag and tell what type of valve it was. 6 Q. Do you associate any of these -- do 7 you associate any of these valve manufacturers 8 with a specific type of valve? 9 A. With a specific type of valve? 10 Q. Yeah. Like were -- were -- were 11 Velan valves only gate valves or were Crane 12 valves only check valves? 13 A. I don't remember. You know, some 14 valve -- some valve manufacturers made five or 15 six different types of valves and some of them 16 made one valve. 17 Q. Okay. 18 A. And that's the best I recall that. 19 Q. All right. I want to switch gears 20 and start talking about pumps that you worked on 21 while you were at Duke. Okay? 22 A. Okay. 23 Q. And you mentioned working on roughly 24 about 150 pumps at Duke, and that's just an 25 estimate in your opinion. Do you remember that?	1 A. Maybe Buffalo or Aurora. 2 Q. And how did you know what brand of 3 pump it was? 4 A. Well, I would see markings on it. 5 Most of them had ID tags on. And the work order 6 would tell us what type of pump, the 7 manufacturer. 8 Q. Can you describe the pumps that you 9 worked on for me? 10 A. Well, so many pumps, man. They had 11 your main line coming in. You might have five 12 or six other small lines coming into the pump. 13 So, you know, we built it all in there. I mean, 14 some of them were big. 15 Q. Were these -- 16 A. Most of them -- 17 Q. Sorry. Go ahead. 18 A. Most of them sat on the floor. Most 19 of them sat on the floor. 20 Q. Were these vertical or horizontal 21 pumps? 22 A. Most of the pumps had been 23 horizontal, I believe. 24 Q. Did these pumps look the same, or 25 were there different shapes and sizes of pumps?
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1 A. Probably. 2 Q. Can you identify the first time you 3 worked on a pump while employed by Duke Energy? 4 A. Oh, back in '77, man. We'd be 5 putting all the equipment in, you know. Tying 6 the -- welding the -- welding the pumps in, you 7 know. 8 Q. What about the last time that you 9 worked on -- what about the last time you worked 10 on a pump at Duke? 11 A. Probably '96 -- '95. 12 Q. And same question that I asked on the 13 valves. Can you give me a percentage of the 14 manufacturers of pumps that you worked on? You 15 know, for example, did you work on Aurora more 16 than Byron Jackson or Carver or Deming? 17 A. Probably Aurora and Deming and -- 18 Carver. 19 Q. If you're not -- if you're not able 20 to -- to give me a percentage, that's fine. I'm 21 just asking to see if you knew or not. 22 A. Okay. 23 Q. You know, was -- was there one 24 pump -- was there one brand of pump that you 25 worked on more than the other ones?	1 A. Oh, so many different shapes and 2 sizes, man. 3 Q. Do you associate any one manufacturer 4 of pump with a specific line or specific 5 purpose? 6 A. I don't know. Just bigger, bigger 7 pumps would be on the bigger systems, man. They 8 had some small pumps -- I mean, real small 9 pumps. All these big pumps would be on the big 10 equipment, you know. 11 Q. Do you recall what was flowing 12 through these pumps? 13 A. Water. 14 Q. Anything else besides water? 15 A. Oil. 16 Q. Steam ever flowing through these 17 pumps? 18 A. Oh, yeah, steam. A lot of steam. 19 Q. Can you describe for me the work that 20 you did with these pumps? 21 A. Yeah. We would just -- you know, if 22 we had to replace one, we just cut it out and 23 place one, you know, weld it back in where it 24 could be -- I mean, threaded -- threaded flange 25 connection to the pump. Or you might have a

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Page 74 1 threaded connection on one side and welded on 2 the other side, and you might have two or three 3 smaller lines, oil lines and stuff running into 4 the pump, you know. 5 Q. What percentage of these pumps had 6 a -- a threaded connection compared to a flanged 7 or a welded connection? 8 A. Not a whole lot of them. Very few. 9 Q. Were -- 10 A. A lot of -- 11 Q. Were these pumps more flanged than 12 welded and threaded, or which one -- how did 13 they attach to the pipe? 14 A. I'm going to say about -- I'm going 15 to say about 50/50, man. 16 Q. 50/50 what? 17 A. 50 percent threaded, 50 percent 18 welded. But if you do a threaded flange on a 19 pump, you will still come up there and tie the 20 welding to it, tie the piping to it, you know. 21 Unless you have a pipe and you welded outside of 22 it on the flange and then it just bolts against 23 the stud, you know. 24 Q. Okay. I'm -- I'm getting a little 25 confused. I'm going to ask you a question and	Page 76 1 A. This is just a guess, man. I'm going 2 to say 30 percent. 3 Q. Okay. 4 A. 30 percent. 5 Q. When you went to work on a pump that 6 was insulated, did it have an insulation blanket 7 on it? Did it have pipe insulation on it? What 8 kind of insulation was on that pump? 9 A. It could be pipe insulation steam 10 blanket. 11 Q. Okay. And would you have to remove 12 that insulation steam blanket from the pump, or 13 would an insulator do that? 14 A. Oh, I'd remove the steam blanket, but 15 back in the early days, we removed the 16 insulation ourself. You know, we had to get a 17 work order. Insulators had to come down, spray 18 it, wet it all down. You know, get the 19 insulation out of the way and then they told you 20 to cut it. But there was still plenty of 21 insulation left up there, man, you know. 22 Q. And this was the wetting process that 23 you talked about started happening about the 24 mid-'80s? 25 A. Yes.
Page 75 1 hope for some clarification here. 2 When you -- when you had a pump that 3 connected to a pipe, was there a flange 4 connection or was it a welded connection? 5 A. Well, it could be flange connection, 6 welded connection. But if you still had a 7 flanged connection right here, flange -- you 8 know, you're going to have a piece of pipe to 9 that in. 10 Q. And how many of these pumps that you 11 worked on had a -- a flanged connection to it? 12 A. Probably about 50 percent of them. 13 Q. Okay. When you removed a pump from 14 the line, what steps would you have to take to 15 remove that pump? 16 A. I mean, we'd come down there and 17 depending on what size pump, hang some rigging, 18 you know, have to get that rigging up, cut it or 19 remove it, you know. Put it on the pallet jack 20 and take it back up to the shop. 21 Q. Were any of these -- were any of 22 these pumps ever insulated? 23 A. Yes. Yes. 24 Q. What percentage of pumps were 25 insulated that you worked on?	Page 77 1 Q. What did the steam blanket look like? 2 A. Gray, different sizes. About this 3 big. They were different sizes. You know, 4 usually they were just packed around the pump 5 and they had wire to hold them on. They had 6 little stainless steel clips, you know. 7 Q. And you're -- we're on video, and I 8 can see what you're describing, but just for the 9 record, you're holding your hands out. 10 Can you give me an estimate in inches 11 or feet about how big these blankets were? 12 A. Well, they varied. They could be a 13 12-by-12. They could be a 2 foot long, 10 14 inches wide, different sizes for a different 15 pipe, you know. Basic, you know. 16 Q. Did these steam blankets stay 17 together or did they break down at all? 18 A. They basically stayed together. 19 Q. Okay. What did you remove -- what 20 did you use -- sorry. Go ahead. 21 A. You'd see one occasionally that was 22 pretty well beat up and cut, you know, but 23 they'd still use it. 24 Q. Okay. When you removed this 25 insulation from the pump, what would you use to

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Page 78 1 remove it? 2 A. Oh, just my hands. I just take the 3 wire and get it off the clips and then it'd 4 basically fall off. 5 Q. And you're describing the steam 6 blanket, correct? 7 A. Yes. 8 Q. Would you ever have to remove any 9 other type of insulation besides the steam 10 blanket? 11 A. No. 12 Q. Would you ever have to remove 13 insulation from the line farther down from the 14 pump that you were removing? 15 A. Yeah. Back in the '70s we did but, 16 you know, back in the '80s, you know, insulators 17 had to do it. 18 Q. When you had to remove piping from 19 farther down the line from that pump, what would 20 you use to remove that insulation? 21 A. Usually a small -- a saw or -- or a 22 razor knife. 23 Q. And removing this insulation from a 24 pump, is that a dusty process? 25 DEFENSE COUNSEL: Objection. Form.	Page 80 1 it or maybe a screwdriver. You had to be easy 2 on it, so you wouldn't mess the flange up. 3 Most of the time, you'd get a grinder 4 with a wire brush on it and brush around the 5 edge, and it would come off. It created a lot 6 of dust, you know. 7 Q. Can you give me a percentage of the 8 amount of times you would have to use a grinder 9 or a scraper to get the flanges -- or get the 10 gaskets off the flanges? 11 A. Oh, just about always, man. You 12 know, them was pressed in there. They were 13 just -- they didn't just fall out, you know. 14 Q. Would you have -- 15 A. They were probably -- 16 Q. -- to remove the -- 17 A. -- on the flange -- huh? 18 Q. Sorry, go ahead. 19 A. And they were usually short on the 20 flanges, so they were pretty rough getting out, 21 you know. 22 Q. Would you have to remove the gasket, 23 the old gasket material from the -- the pump 24 flange as well as the pipe flange? 25 A. Yes. Yes.
Page 79 1 BY THE WITNESS: 2 A. Repeat that, please, Tyler. 3 BY MR. WILKE: 4 Q. Sure. Removing this insulation from 5 the pump, was that a dusty process? 6 DEFENSE COUNSEL: Objection. 7 BY THE WITNESS: 8 A. Yes. I mean, it was dust everywhere 9 in the plant, especially the coal-fired plants. 10 BY MR. WILKE: 11 Q. Would you breathe in that dust? 12 A. Of course. 13 Q. When you pulled off the pipe or the 14 pump that had a -- a flange connection, would 15 there be any gaskets associated with that 16 flange? 17 A. Always a gasket and flange 18 connection. Always. 19 Q. And would you have to remove that 20 gasket? 21 A. Yes. 22 Q. Would the gasket come off easily, or 23 would it be stuck to the flanges? 24 A. Most of the time it would be stuck. 25 We'd have to take a putty knife and try to pry	Page 81 1 Q. After you took the pump out of line, 2 what did you do with it? 3 A. Well, we'd usually take it up to the 4 pump shop. You know, they might -- they might 5 want to repack it, check it out to match 6 brackets. And then -- then they might do a 7 rebuild on it, depending on, you know, how long 8 it had been there, how long it was wore down, 9 and a lot of times they put new pumps in, 10 though, you know. 11 Q. Who did this work on the old pumps? 12 A. Did I do the work on the old pumps? 13 Q. No. Who would do the work on the old 14 pumps? 15 A. Oh, the pump people, you know. 16 Q. Were you ever around any of the pump 17 people when they were working on the pumps? 18 A. Oh, yeah. Sometimes -- 19 Q. How often -- 20 A. -- I'd be right down there working -- 21 Q. Sorry. Go ahead. 22 A. Sometimes they'd be right there after 23 you cut it out, they'd want to come down and 24 look at it, clean it or scrape it or, you know, 25 brush it. And created a lot of dust. But, you

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Page 82 1 know, they wanted to check it before they took 2 it to the shop, you know. 3 Q. How often would you be around the -- 4 the pump workers when they were working on a 5 pump? 6 A. Occasionally. That's not a real good 7 answer. That's the best I can come up with. 8 Q. Okay. How close were you to these 9 pump workers when they were working on the 10 pumps? 11 A. Oh, we'd be -- we'd be right beside 12 them, you know. Maybe assisting them a little 13 bit, you know. 14 Q. Do you recall what Duke Energy 15 facilities that you would have worked on a pump 16 at? 17 A. Probably all of them. 18 Q. Do you have a specific recollection 19 of working with a specific manufacturer of pump 20 at a facility? 21 A. It's been a long time ago. Different 22 names, a lot of pumps. I just remember -- you 23 know, my memory is not like it used to be, you 24 know. 25 Q. I understand it.	Page 84 1 Q. What about Tommy Mitchell? Is Tommy 2 Mitchell still with us? 3 A. Oh, yeah, Tommy. 4 Q. Is he still living? 5 A. Yeah, he's still living. 6 Q. Do you speak with Mr. Mitchell at 7 all? 8 A. Oh, no, but I need to call him. Me 9 and him was real good friends doing 10 construction. 11 Q. Do you know where Tommy's living at 12 right now? 13 A. Tommy is living somewhere around 14 McGuire, I guess. I got to get -- I got to get 15 his number and call him. 16 Q. Okay. All right, Mr. Garren. We 17 just got done talking about working with gaskets 18 on the pumps and on the valves. 19 You mentioned Flexitallic and you 20 mentioned Garlock. Are there any other 21 gasket -- 22 A. Uh-huh. 23 Q. -- manufacturers that you remember 24 working with at Duke Energy? 25 A. I know there's some more gaskets. I
Page 83 1 And let me -- I want to go back to 2 talking about valves real quick. Do you have 3 a -- strike that. 4 Do you recall which plants operated 5 by Duke Energy that you would have worked on a 6 valve at? 7 A. All of them. 8 Q. Okay. Galen, are you good to keep 9 going, or do you want to take a lunch break? 10 A. We'll go a little bit. 11 Oh, yeah, Tyler, I remember two other 12 people on the crew. 13 Q. Okay. 14 A. Maybe more. 15 Q. Who were those two people? 16 A. Tommy Mitchell -- Tommy Mitchell. 17 And, you know, everybody had a nickname back 18 then. There was an Elders guy, he's still 19 living, E-l-d-e-r-s. They called him Bradley 20 [phonetic] Elders. I don't know his real name. 21 WW Cook. He's an old handle [phonetic]. He's 22 been dead. I had a Harleson on my crew, 23 H-a-r-r-e-l -- Harleson, H-a-r-l-e-s-o-n. 24 Q. Is Mr. Harleson still with us? 25 A. No, no. He's passed years ago.	Page 85 1 remember the Flexitallic, Garlock. There was -- 2 there was some gray gasket material, we used a 3 lot of that, and I can't think of it. It would 4 come in a roll in the shop. You just go out 5 there and take a sheet off and make you a 6 gasket. It was a gray gasket material, and I 7 know it was full of asbestos. They told us 8 later on. I can't think of it. 9 Q. How do you recall the name 10 Flexitallic and Garlock? 11 A. How do I recall what names? 12 Q. Yes. 13 A. Well, I guess because we put a bunch 14 of them in. 15 Q. Okay. 16 A. Flexitallic -- 17 Q. Did you -- how did you know a gasket 18 was -- how did you know what gasket was 19 manufactured by Flexitallic or Garlock? 20 A. Well, usually we'd go to the 21 warehouse and get one it be in the bag and tell 22 the manufacturer on it. And the Garlock gasket, 23 we basically cut them out by hand on the gasket 24 cover, you know. 25 Q. All right, Mr. Garren. I want to

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Page 86 1 switch gears now and talk about turbines. You 2 mentioned working on turbines at Duke. 3 Do you recall the first time you 4 would have worked on a turbine at -- at a Duke 5 Energy facility? 6 A. I worked on one at Allen. I was just 7 assisting, helping the turbine people, you know. 8 I can't remember if I worked on turbines at 9 Oconee. I remember I worked Allen, though. I 10 was there for a couple of months, helped the 11 turbine boys. 12 Q. Besides for the Allen plant, do you 13 recall any other facilities that you would have 14 worked on a turbine at? 15 A. No, not really. I can't recall. 16 Q. Okay. Do you recall how many times 17 you would have worked on a turbine at a Duke 18 facility? 19 A. Well, that was probably the only time 20 because a couple months. You know, I wasn't 21 turbine crew, but they were setting up and I 22 helped the turbine boys that were short. 23 Q. What work did you do on this turbine? 24 A. Well, I just have -- I just had to 25 break it down. You know, take the skin, the	Page 88 1 BY THE WITNESS: 2 A. I don't -- I don't think I did. I 3 don't know. Like I say -- 4 BY MR. WILKE: 5 Q. Were you ever around -- 6 A. -- I was around it, you know. 7 Q. That -- that was going to be my next 8 question. Were you ever around it whenever they 9 were removing this insulation? 10 A. Oh, yeah. Oh, yeah. Be right beside 11 them sometimes, you know. We'd be taking the 12 metal skins off and they'd be right behind us 13 getting the insulation out. 14 Q. Can you describe this insulation for 15 me? 16 A. I can't remember. I can't remember 17 what color it was. There were some steam lines 18 they took off. Insulation, they had in a corner 19 in bags. 20 Q. Did removal -- 21 A. I can't recall. 22 Q. Did removal of this insulation from 23 these turbines create dust? 24 A. Oh, yeah. 25 Q. Did you ever breathe in that dust?
Page 87 1 metal off the sides. I did do some welding. I 2 welded the gas line back into the turbine when 3 they were putting it all back together. 4 Q. So you would help remove the shell 5 off these turbines? 6 A. Yes. And it was a lot of insulation 7 on these turbines, you know. 8 Q. Would you help remove this 9 insulation? 10 A. I'm trying to think. I probably did. 11 I -- you know, I'm sure I was helping them break 12 it down. There was steam braces on it 13 somewhere. The insulators all back there, they 14 were removing the insulation. But it was 15 just -- they removed it and just laid it on the 16 floor, basically, you know, to put back on when 17 they started the turbine back up. 18 They might have an advisor that had 19 to be -- starts up in the corner from where, you 20 know, all the insulation they took off, saying 21 put it right back in, you know. 22 Q. And would you help remove this 23 insulation? 24 DEFENSE COUNSEL: Form. 25	Page 89 1 A. Oh, yeah. Turbines are nasty dusty 2 place to work anyhow. You know, all that 3 dust -- 4 Q. Go ahead. 5 A. Probably been running for -- turbine 6 been running for six months before they tear it 7 back down and collect all that dust and 8 everything and start tearing it apart. It's all 9 everywhere in it, you know. 10 Q. After they removed the insulation 11 from the turbine, what kind of work would you do 12 on that turbine? 13 A. Well, I welded -- I welded in some 14 oil lines, you know, fed up to the turbine. I 15 just helped them put the skins back on and 16 whatever they need. So go up there and help 17 J.C., you know, take that shield off or 18 whatever. 19 Q. Did you have -- ever have to help put 20 the insulation back on the turbine? 21 A. No. No. 22 Q. Did you ever have to work on any 23 valves associated with the turbine? 24 A. I don't think I did. 25 Q. How did you know what work needed to

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Page 90 1 be done on the turbine? 2 A. Well, I had a supervisor there, 3 Ronnie Jonas and he -- he would tell us, you 4 know -- you know, go out there and help them 5 take the skins off and unbolt them. You know, 6 like go up there and help them take the shield 7 off, you know. 8 Q. When you worked on the turbines, was 9 there anyone from the turbine manufacturer that 10 was present? 11 A. No. No. 12 Q. So if, for instance, it was a -- a GE 13 turbine, nobody from General Electric would be 14 present when you were working on the turbine? 15 A. No. 16 Q. Okay. All right, Mr. Garren. It is 17 12:08 your time. Let's go ahead and take a 18 break for lunch, and we'll come back -- 19 A. How long? 20 Q. -- and I will try and -- I'll try and 21 finish up. 22 How long do you need? If we come -- 23 so it's 12:08 your time. If we come back 1:30 24 your time, would that be sufficient? 25 A. 1:30 is a long time, and I'd -- I'd	Page 92 1 the Flint Law Firm again. Just wanted to remind 2 you that you are still under oath for this 3 deposition. 4 Before we got started, you mentioned 5 that you thought of some other names of some 6 other -- other individuals that worked on the 7 same crew as you at Duke. 8 A. Yes. 9 Q. Can you go through the names of those 10 individuals? 11 A. Well, one I remember is Garland, 12 G-a-r-l-a-n-d, Johnson. 13 Q. Was that Garland Johnson? 14 A. Garland, G-a-r-l-a-n-d. Garland 15 Johnson. 16 Q. What was the last name? 17 A. Johnston [phonetic]. 18 Q. Okay. 19 A. J-o-h-n-s-o-n. 20 Q. Okay. 21 A. And I had another -- 22 Q. Is Mr. Johnson -- 23 A. I had another -- 24 Q. Sorry. Go ahead. 25 A. That's all I remember now.
Page 91 1 love to get through this today, Tyler. 2 MR. WILKE: All right. Let's do 1:00 your 3 time. 4 THE WITNESS: Go ahead. That's fine. No. 5 No. Do -- do -- do 1:30 your time. 6 MR. WILKE: All right. We'll do 1:30 your 7 time. 8 THE WITNESS: No, wait. You all get good 9 lunch breaks. 10 MR. WILKE: All right, Mr. Galen. We'll be 11 back -- we'll be back on at 1:30. 12 THE VIDEOGRAPHER: We are off the video -- 13 THE WITNESS: We're -- we're going to 14 finish this today, though, man. 15 THE VIDEOGRAPHER: We are now off the 16 video -- 17 MR. WILKE: We'll work on it. 18 THE VIDEOGRAPHER: -- record at 12:09 p.m. 19 Eastern time. 20 (Break taken.) 21 THE VIDEOGRAPHER: We are back on the video 22 record at 1:31 p.m. Eastern time. 23 BY MR. WILKE: 24 Q. All right, Mr. Garren. We are back 25 from a lunch break. This is Tyler Wilke with	Page 93 1 Q. Okay. Is Mr. -- 2 A. That's all I can remember now. 3 Q. -- Mr. Johnson still with us? Is 4 Mr. Johnson still with us? 5 A. I don't know that. I don't know. 6 Q. Okay. Okay. 7 A. Oh, yeah, there was another one. I 8 know he's dead. He was old. Arnie Bowers, 9 B-o-w-e-r-s. 10 Q. Okay. Anybody else? 11 A. That's all I remember right now. 12 Q. Okay. Well, like I said, if you 13 remember anymore, in the middle of the depo, 14 just let us know. Okay? 15 A. I will. 16 Q. Okay. So I want to move on to 17 talking about the boiler work that you did at 18 Duke. You mentioned Combustion Engineering 19 boilers at Duke. 20 Do you recall any other manufacturers 21 of any other boilers that you worked on while at 22 Duke? 23 A. Probably a GE. 24 Q. Okay. 25 A. Or Foster Wheeler -- Foster Wheeler,

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1 and I don't know whether they make boilers or 2 not. There were a lot of boilers jobs, Foster 3 Wheeling [phonetic]. 4 Q. When was the first time you worked on 5 a boiler at or for Duke Energy? 6 A. Probably Lee steam station. Probably 7 about -- 8 Q. Do you know around what -- 9 A. I don't know what day, sir. 10 Q. Well, let's -- let's back this up. 11 What year -- or I'm looking for what year you 12 started working on boilers for Duke. 13 A. Probably 1985. 14 Q. Okay. So '85 would have been the 15 first time you worked on a boiler? 16 A. Probably. 17 Q. What about the last time you worked 18 on a boiler? 19 A. 1995. 20 Q. And you mentioned Lee steam station. 21 What other plants did you work on a boiler at? 22 A. Allen, Marshall, Belews Creek, 23 Riverbend, Buck. There might be another one 24 too. That's all I remember now. 25 Q. Did you ever do any work at -- any	1 A. Water tube. 2 Q. And so all of these boilers were 3 probably several stories high? 4 A. Oh, yes. 5 Q. About how wide were they? 6 A. The ones at Belews -- Belews Creek 7 were really large boilers. Like the ones at Lee 8 were probably -- I'm going to say 50 feet wide, 9 maybe more. 10 Q. About how deep were they? 11 A. Well, the ones at Lee was about -- 12 had about 7 or 8 stories, you know. The ones at 13 Belews Creek were 15 or 16 stories. 14 Q. What work did you do on these 15 boilers? 16 A. I worked everywhere on the boilers. 17 Mud drum down in the bottom, throw all the fire 18 bricks out. And then have the people there 19 changing fire bricks out and working, they would 20 be working down there. Boiler tube, cross-over 21 tube, mud drum. I worked everywhere in those 22 boilers. Basically wherever they needed me, you 23 know. 24 Q. So would you work on both the 25 internal parts of the boiler and the external or
Page 95	Page 97
1 boiler work at Catawba or McGuire or Oconee? 2 A. No. Those were -- they had small 3 backup auxiliary boilers in those plants. 4 Q. Okay. Did you ever work on those 5 small auxiliary boilers? 6 A. No. 7 Q. Okay. So how do you know these were 8 Combustion Engineering boilers? 9 A. Well, those -- there were some tags, 10 various parts of the plant, you know, told me 11 they were manufactured by. 12 Q. Okay. Can you describe these boilers 13 for me? 14 A. I mean, the ones at Belews Creek 15 were, you know, 16 stories high, 3-inch boiler 16 tubes. The one at Lee were inch-and-a-half 17 boiler tube. We had three units like down 18 there, you know, and... 19 Q. Were these water tube or were they 20 fire tube boilers? Sorry. 21 A. Water tube. 22 Q. Were these water tube or fire tube 23 boilers? 24 A. Water tube. 25 Q. Okay.	1 was it just one or the other? 2 A. Oh, boiler tube man, you got two 3 welders. You got one on the inside and one on 4 the outside welding, too. It's buddy welding. 5 So you on inside and outside. 6 Q. Okay. 7 A. You know, when they strip a boiler, 8 there's nothing left there but -- so you start 9 putting new tubes in. 10 Q. Okay. And were you -- during your 11 time at Duke, were you both being the inside 12 welder and the outside welder? 13 A. Yes. Yes. 14 Q. Was there any insulation on these 15 boilers? 16 A. Oh, yeah. Yeah. Especially the old 17 tubes when you were cutting them out, you know. 18 Q. Okay. So there's insulation around 19 the tubes as well as the outer shell of the 20 boiler? 21 A. Oh, yeah. There's a lot of 22 insulation on the outer shell. 23 Q. Okay. When you were welding on 24 the -- the outer shell, would the insulation 25 have to be removed before you could start

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1 welding? 2 A. Yes. You know, usually if there's 3 been no -- 4 Q. Did you -- 5 A. Go ahead. 6 Q. No. I was going to say, would you 7 have been removing this insulation or was -- 8 were insulators removing this insulation? 9 A. Well, that's -- you got the 10 insulation off, we cleaned the boiler tube, you 11 know, there's still insulation. But we had to 12 clean the tubes down about an inch. Boilers was 13 to make -- both ends, you know. 14 MS. REPORTER: I'm sorry, sir, after you 15 had -- 16 BY MR. WILKE: 17 Q. And how would you clean off the -- 18 the insulation around the tubes and the outer 19 shell? 20 A. Well, usually the spirometer, you 21 know, on the flapper wheel. 22 Q. Okay. And was this a -- a dusty 23 process? 24 A. Oh, yeah. Plus there was also a lot 25 of dry ash in the boiler. Sometimes they'd take	1 in the doors and the manways, whatever. 2 Q. And what -- what would you -- well, 3 when you pulled the manway off the boiler, can 4 you describe what the gaskets and the packing 5 looked like? 6 A. Usually manways had gasket material. 7 I don't remember the gasket material, but I 8 remember the -- the old rope asbestos material 9 when you took the doors off the boiler. You 10 know, a manway was a cover that was bolted on 11 the studs. 12 Q. Uh-huh. 13 A. And the doors on the boiler just 14 basically had a handle or a lock on the access, 15 you know. 16 Q. And so the manways would have a 17 gasket, but the doors would have packing or is 18 it the other way around? 19 A. Packing. Packing. Doors would have 20 the packing. 21 Q. Okay. When you removed the packing, 22 can you walk me through that process? 23 A. Well, we just took a screwdriver and 24 usually got it up and just threw it in the bag, 25 you know.
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1 a fireman's hose and wash it down. A lot of 2 times there was fly ash everywhere. 3 Q. Were you wearing a mask when you were 4 doing -- removing this insulation? 5 A. No. 6 Q. How would you get into a boiler? 7 A. Well, there was certain manways, you 8 know, like bolted covers and stuff. That's how 9 we would get in and out of the boiler, depending 10 on where we was working at. Most of the time, 11 you had to crawl in the hole to get the boiler. 12 Q. Would you ever have to open these 13 manways or were they already open when you got 14 there? 15 A. Oh, yeah. Yeah, we opened manways. 16 Q. Was there any gasket or packing 17 associated with these manways? 18 A. Oh, yeah. They all had the old 19 packing that was asbestos on all the doors, the 20 manways, you know. 21 Q. Would you ever have to -- would you 22 ever have to remove this packing or gasket from 23 the manways? 24 A. Oh, yeah. We -- we removed it. We 25 did the boiler job, you know, we put new gaskets	1 Q. And when -- 2 A. And we cleaned it a little -- we 3 cleaned -- we cleaned it a little bit and put 4 another piece of packing in it. Both -- 5 Q. Would you ever have to personally -- 6 sorry. 7 Would you ever have to personally 8 remove that packing? 9 A. Yes. 10 Q. Would the packing come out in one 11 piece or would it come out in little pieces? 12 A. Oh, it might come out five or 13 six pieces, you know. 14 Q. Was removing the packing a dusty 15 process? 16 A. Yes, sir. 17 Q. And were you wearing a mask when you 18 were doing this work? 19 A. No. 20 Q. Would you breathe in that dust? 21 A. Yeah. Of course, I would. 22 Q. When you were removing the gaskets 23 from a manway, would the gaskets come off easily 24 or would they stick to the -- the manway and the 25 boiler itself?

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1 A. I think they would stick. I think we 2 had to go to -- you know, get them off, you 3 know, tear them off. And usually come off in 4 pieces, you know. 5 Q. What would you use to remove the 6 gaskets from the manway doors? 7 A. I would just use like a putty knife 8 or a screwdriver. 9 Q. And was this a dusty process? 10 A. Excuse me? 11 Q. Was this a dusty process? 12 A. Oh, yeah. There was -- there was 13 dust everywhere on the boiler, I mean. 14 Q. And would you breathe in that dust? 15 A. Yes, on a daily basis. 16 Q. Walk me through the process of having 17 to put new packing into a -- a boiler door. 18 A. Basically just open the door and then 19 see the old packing in it. It would usually be 20 about -- you know, we called it like rope. It 21 would be about a half-inch wide maybe. And we 22 just take it out, go get us another piece, and 23 measure it, cut it out, and put it in. I can't 24 remember if we put in silicone behind it or not. 25 Seemed like we did.	1 doors? 2 A. I sure don't unless something small 3 were -- we made them with Garlock gasket, and 4 I'm trying to think of the gasket material that 5 was the gray color. And I can't -- I can't 6 think of that. 7 Q. Okay. Walk me through -- when you're 8 working on the piping inside the boiler, walk me 9 through the process of removing a water -- you 10 know, one of the pipes and installing a new one. 11 A. Well, we'd have air triggers setup in 12 the building. We'd set a water level. We'd 13 check the whole tubes all the way across the 14 board. And might be half inch. We'd have a 15 rigger person there. We would pull the tubes up 16 and lower them down and get them on the ground, 17 you know. That was basically the process. We'd 18 cut and use this brand -- 19 Q. And when did you -- 20 A. Huh? 21 Q. Go ahead. Sorry. 22 A. We had to cut around on the boiler 23 tube the water wall. So we'd take a grinder and 24 we'd cut it off, you know, cut through all the 25 tubes.
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1 Q. Okay. 2 A. In place. 3 Q. Do you recall the manufacturer of the 4 packing that you used? 5 A. I wanting to think open -- but that's 6 what you put them old -- hot cast iron open. It 7 was black. I -- I can't recall. 8 Q. Okay. When you would put a new 9 gasket on a manway, walk me through the process 10 of installing that new gasket. 11 A. Well, we just have to -- a lot of 12 times you have to rig the manways. A lot of 13 times they had a hand on a door, so we'd take 14 the gasket out. You know, you'd have to unbolt 15 the studs to get it through. Then we'd take the 16 old gasket out and scrape it out, put a new one 17 in, and usually torque it back down, you know. 18 Q. Would this be a precut gasket, or was 19 it a -- did you have to make a gasket out of 20 packing material? 21 A. Some of them was precut and some of 22 the smaller -- some smaller piping, you had to 23 cut that, you know. 24 Q. Do you recall the manufacturer of the 25 gaskets that you were using on these manway	1 Q. And would you remove the insulation 2 before you cut through all the tubes, or would 3 the insulation still be on the tubes when you 4 cut through them? 5 A. All the insulation be off the tubes. 6 Q. Okay. 7 A. Insulated, removed it, but it still a 8 lot of remaining insulation on the tubes. 9 Q. Okay. 10 A. I mean, they didn't wipe them down or 11 wash them down. They basically got the 12 insulation off of them, you know. 13 Q. Okay. 14 A. But the insulation, it just clings to 15 the boiler tubes, you know. It was on all 16 tubes, you know. 17 Q. And were you inside the boiler 18 whenever they were removing the insulation off 19 the boiler tubes? 20 A. Most of the time we didn't get it on 21 the inside till the insulation was removed, and 22 we got ready to put the new tubes back in place. 23 Q. Okay. Did you ever have to work on 24 any valves connected to the boiler? 25 A. Oh, yeah, quite a few.

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Page 106 1 Q. And where would those valves be at? 2 A. Man, all over the boiler. Different 3 elevations. A lot would be on the bottom floor 4 basement. You'd have valves run everywhere on 5 that floor, you know, and piping associated with 6 it. 7 Q. And would the work you would do on 8 these valves, would that be similar to the work 9 that you testified to doing on valves earlier? 10 A. Yes. Yes. 11 Q. Do you recall the manufacturers of 12 the valves that you would have worked on 13 associated with this boiler? 14 A. I'm just probably -- Velan, Yarway. 15 I'm probably sure Grinnell, B&W. That's about 16 all I can remember now. 17 Q. Okay. Were there ever any insulators 18 working on the boiler when you were there? 19 A. Oh, yeah. They were always there, 20 you know. 21 Q. What were the insulators doing? 22 A. Well, you know... 23 MS. REPORTER: I'm sorry, sir, I'm not 24 understanding. 25	Page 108 1 A. Oh, yeah. 2 Q. How close were you to these 3 insulators while they were doing their work? 4 A. Oh, I could be a couple feet, man, 5 you know. 6 Q. Do you know who these insulators were 7 working for that were working in the boiler room 8 with you? 9 A. Excuse me? 10 Q. Do you know who the insulators were 11 working for that were working in the boiler room 12 with you on the insulation? 13 A. Insulators, Harribel [phonetic] and 14 Foster Wheeling [phonetic] rings a bell. 15 And a -- and there's another one but, you know, 16 we can be -- we'd be going down for break or 17 something, and we'd pass the insulators 18 insulating whatever, you know. And there was 19 insulation piled everywhere around the boiler, 20 you know. Some of it was just laid out. Some 21 of it might be bagged up. You know, they just 22 pack it all in the corner, you know. 23 Q. All right. Mr. Garren, the next line 24 of questioning, I want to focus on the 25 contractors that you worked around during your
Page 107 1 BY MR. WILKE: 2 Q. Hold on. Hold on, Galen. 3 MS. REPORTER: I'm sorry, sir, could you -- 4 BY MR. WILKE: 5 Q. Galen, what -- 6 MS. REPORTER: Thank you. 7 MR. WILKE: Sorry. Go ahead. 8 MS. REPORTER: Could you repeat your 9 answer, sir? 10 (The requested portion was read from the 11 record.) 12 BY THE WITNESS: 13 A. Oh, we'd weld the tube and pull a 14 section up and weld them in and sign off of 15 them. Couldn't get them off signed off, they'd 16 be right behind us putting insulation on them, 17 you know. 18 BY MR. WILKE: 19 Q. Were you ever around insulators when 20 they were -- sorry. Go ahead. 21 A. And then they would be cutting other 22 insulation on the other associated piping coming 23 off the boilers, you know. 24 Q. Were you ever around insulators when 25 they were removing insulation?	Page 109 1 time at Duke. 2 You mentioned -- you mentioned 3 earlier that you worked around contractors 4 employed by Bahnson, Daniels, and Covil. 5 Do you recall that? 6 A. Yes. 7 Q. Okay. I want to focus just right now 8 on this line of questioning is on the -- the 9 insulators that were -- that were working for 10 Covil. 11 Do you recall where or what 12 facilities you worked around Covil employees at? 13 A. Oh, I worked around the Catawba 14 Street plant and McGuire, Oconee. 15 MS. REPORTER: I'm sorry? 16 BY THE WITNESS: 17 A. They were most that was there. They 18 had some insulated nuclear plants too in it, 19 boilers. 20 BY MR. WILKE: 21 Q. So you mentioned -- 22 A. That's about all I remember. Huh? 23 Q. You mentioned Catawba, McGuire, and 24 Oconee; is that right? 25 A. Yes.

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1 Q. Okay. Besides for those three 2 plants, did you ever work around any Covil 3 employee -- Covil insulators? 4 A. Yes. 5 Q. Where -- where else did you work 6 around Covil insulators at? 7 A. As I said, Robinson nuclear plant. 8 Q. How do you spell that one? 9 A. R-o-b-i-n-s-o-n. Robinson nuclear 10 plant. 11 Q. Robinson, okay. 12 A. Hartsville, South Carolina. 13 Q. When was the first time you remember 14 working around a Covil insulator? 15 A. Probably in the early '80s. 16 Q. Okay. When was the last time you 17 remember working around a Covil insulator? 18 A. Probably the early '80s. There could 19 have been some there -- I know Bahnson was at 20 McGuire in the '70s and Covil could have been 21 there. 22 Q. Do you think it might have been in 23 the '70s that you were working around a Covil 24 insulator? 25 A. I was working --	1 associate any other trade with Covil? 2 A. Do I do what? 3 Q. Do you associate any other trade 4 besides insulators with Covil? 5 A. I think they done the sheet metal 6 work too, duct work. 7 Q. When you were around Covil employees, 8 what work were they performing? 9 A. Insulation. 10 Q. Were they removing insulation? Were 11 they installing insulation? 12 A. Oh, about half and half, you know. 13 They were -- they had to remove the old 14 insulation to put the new on. So, you know, 15 about 50/50 process. 16 Q. How often would you be working around 17 a Covil insulator? 18 A. I didn't work around them a lot, you 19 know. I just see them on the job, see them walk 20 through, you know, carrying some insulation 21 material where they was working. I mean, they 22 might be working on the side of me because, you 23 know. 24 Q. Do you recall the name of any Covil 25 employees that you worked around?
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1 DEFENSE COUNSEL: Objection. Object to 2 form. 3 BY THE WITNESS: 4 A. -- in the '70s. 5 BY MR. WILKE: 6 Q. You can go ahead and answer. 7 What were you saying, Mr. Garren? 8 A. I know Bahnson was insulators at 9 McGuire and probably Covil also in the late 10 '70s. 11 Q. In the late '70s? 12 A. Uh-huh. 13 Q. Okay. How do you know that those 14 Covil employees worked for Covil? 15 A. Well, they had it on their hardhat. 16 We'd see the work trucks on the job, you know. 17 Q. And could you describe the Covil 18 logo -- logo for me? 19 DEFENSE COUNSEL: Objection. 20 BY THE WITNESS: 21 A. The Covil logo? Boy, I don't 22 remember that. 23 BY MR. WILKE: 24 Q. Okay. And you recall that Covil 25 employees were -- were insulators. Do you	1 A. I sure don't. 2 Q. Do you recall the brand of insulation 3 that the Covil employees were removing? 4 A. Well, they had one. It was a 5 C-e-r -- Cerawool and -- I mean, Owens Corning 6 and a -- it's been so long ago. 7 Q. Do you recall the brand of insulation 8 that they would have been installing? 9 A. Not really. 10 Q. When Covil insulators were working 11 around you at Duke facilities, did their work 12 create a lot of dust? 13 DEFENSE COUNSEL: Objection. Form. 14 BY THE WITNESS: 15 A. Oh, yes. 16 BY MR. WILKE: 17 Q. Did you breathe in that dust? 18 A. Yes. 19 DEFENSE COUNSEL: Object to form. 20 BY MR. WILKE: 21 Q. All right. I want to focus on the 22 Bahnson employees. Do you recall where you 23 worked around Bahnson employees besides the 24 McGuire power plant? 25 A. Well, they're still in business and

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Page 114 1 they probably did some work at Catawba and 2 Oconee. I'm just guessing. 3 Q. Do you recall the first time you 4 would have been working around a Bahnson -- is 5 it Bahnson? 6 A. Bahnson. Bahnson. 7 Q. Did I pronounce it -- 8 A. Bahnson. Bahnson, B-a-h-n-s-o-n. 9 Bahnson, Bahnson. 10 Q. Do you recall -- do you recall the 11 first time you would have worked around a 12 Bahnson employee? 13 A. Probably '77 at McGuire. 14 Q. Do you recall the last time you would 15 have worked around a Bahnson employee? 16 A. Probably -- Lord, I don't know, '82, 17 '83. I'm just guessing. These 18 are approximates. No way I can remember all 19 this stuff, man. 20 Q. That's all right. I understand it. 21 I'm just -- I'm asking you for an approximate, 22 you know, year or -- or time period that you 23 would have been around these employees. 24 What trades do you associate Bahnson 25 employees with?	Page 116 1 Q. Okay. Okay. Do you recall the name 2 of any Bahnson employees that you worked around? 3 A. I don't remember. 4 Q. What work would these Bahnson 5 employees be doing while you were around? 6 A. Ductwork. 7 Q. So removing and installing ductwork? 8 A. Yes, sir. 9 Q. And you mentioned that the ductwork 10 was sometimes insulated, correct? 11 A. Yes. And then sometimes they'd 12 insulate the new that they put in. 13 MS. REPORTER: I'm sorry. Sometimes what? 14 BY THE WITNESS: 15 A. Sometimes they would insulate the new 16 ductwork that they would put in. You know, the 17 old ductwork, they would be tearing it out and 18 insulation on it, they'd be putting new ductwork 19 and new insulation on it. And they just pull 20 it, pile it back in the corner somewhere. 21 BY MR. WILKE: 22 Q. Mr. Garren, were you ever around when 23 Bahnson employees were removing insulation from 24 ductwork? 25 A. Yes. Yes.
Page 115 1 A. I think they done the sheet metal, 2 all the ductwork. Some of the ductwork was 3 insulated also. 4 Q. So would they just have been doing 5 sheet metal work, or would there have been other 6 trades as well? 7 A. Do what? 8 Q. Would it -- would it just be sheet 9 metal work, or were there other trades as well? 10 A. All I remember is sheet metal and 11 ductwork. 12 Q. How do you know these individuals 13 were employed by Bahnson? 14 A. Well, you could tell they were in the 15 hardhats and, you know, work vehicles. 16 Q. Did you -- or could you describe 17 the -- the Bahnson logo for me that was on the 18 workbench or the hard hat? 19 A. I'm just guessing. Probably 20 something about safety. 21 Q. Okay. I don't -- I don't -- I don't 22 want you to guess. I just want you to -- to 23 tell us what you recall. 24 A. I don't -- I don't know. I don't 25 remember.	Page 117 1 Q. Do you recall how close you would 2 have been to these employees when they were 3 doing this work? 4 A. Five or six feet. 5 Q. Do you recall how often you would 6 have been -- 7 A. They might have been -- 8 Q. Sorry. Go ahead. 9 A. They might have been working above us 10 and we were below them, you know. 11 Q. And when they were working above you 12 and they removed insulation, what would they do 13 with that insulation? 14 A. Just take it out and put it back in a 15 corner. Back then, man, they didn't lay any 16 plastic down or nothing. They just dumped 17 everything out and put it back in, you know. 18 Q. Do you recall how often you would 19 have been working around a Bahnson employee? 20 A. Maybe half a dozen times. 21 Q. And the work of -- of removing and 22 installing this insulation on the -- the 23 ductwork, would that have been dusty work? 24 A. Yes, very dusty. 25 Q. And would you have breathed in that

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Page 118 1 dust? 2 A. Oh, yeah. 3 Q. I want to focus my next line of 4 questions on the Daniels employees that you 5 worked around. 6 Do you recall where you -- what 7 plants you would have worked around Daniels 8 employees at? 9 A. I remember working with -- with 10 Daniels down at the radwaste building in Oconee. 11 Q. And besides for Oconee, do you recall 12 any other plants you would have worked around 13 Daniels employees at? 14 A. No, I don't. 15 Q. Do you recall when you would have 16 worked around Daniels employees at Oconee? 17 A. Oh, probably shortly after I went to 18 Oconee. Whenever that was, '80 or '81. 19 Q. I think that was -- let me check my 20 notes here, but that probably would have been 21 around '80 -- '81, '82? 22 A. Correct. 23 Q. Okay. How did you know that they 24 were employed by Daniels? 25 A. Well, they had the Daniels hardhat	Page 120 1 can you turn the TV down in the background? 2 MS. REPORTER: Thank you. 3 THE WITNESS: Yeah, hold up. Hold on, man. 4 She got some (audio interference). I don't 5 know. She done come in here and change -- 6 MS. REPORTER: Should we go off the record? 7 THE WITNESS: Is it over here? 8 MR. WILKE: Sure. Let's go off the record. 9 MS. REPORTER: Thank you. 10 THE VIDEOGRAPHER: We are off the video 11 record at 2:07 p.m. Eastern time. 12 (Break taken.) 13 THE VIDEOGRAPHER: We are back on the video 14 record at 2:08 p.m. Eastern time. 15 MR. WILKE: Jill, can you read that 16 question back for Mr. Garren? 17 (The requested portion was read from the 18 record.) 19 BY THE WITNESS: 20 A. Probably two months. 21 BY MR. WILKE: 22 Q. And what work would those Daniels 23 employees have been doing during those two 24 months? 25 A. They were doing the insulation and
Page 119 1 and stickers. 2 Q. And can you describe what -- what the 3 hardhats and stickers looked like? 4 A. I just remember them having Daniels 5 Construction on them. 6 Q. Do you recall what trade Daniels 7 employees would have been associated with? 8 A. Oh, some insulators, some 9 instrumentation fitters. And I forgot what 10 other trades from them. 11 Q. Do you recall the name of any Daniels 12 employees that you would have worked around 13 during your time at Oconee? 14 A. Well, I met a lot of them, talked 15 with a lot of them, man. I don't -- I don't -- 16 you know. I know an old man, his name was 17 Ledlan, because his son worked for Duke. 18 L-e-d-l-a-n, but he's been dead. Hell, he was 19 60 when he was working down there. 20 Q. You talked about working around them 21 at Oconee in '81 and '82. Do you recall how 22 long you would have been working around Daniels 23 employees? 24 MS. REPORTER: And I'm sorry -- 25 MR. WILKE: And, Mr. Garren, Mr. Garren,	Page 121 1 some instrumentation work. 2 Q. Do you know where they would have 3 been doing this insulation and instrumentation 4 work? 5 A. Yeah. We were working on the 6 radwaste building. They were helping us. 7 Q. Did they -- what type of equipment 8 would they have been insulating and putting 9 instrumentation on? 10 DEFENSE COUNSEL: Object to the form. 11 BY THE WITNESS: 12 Q. You know, the instrumentation is just 13 small bore piping. And they were insulating a 14 lot of the pipe that was installed in the 15 radwaste building. There was a bunch of them on 16 the job. We was all around each other. 17 BY MR. WILKE: 18 Q. Do you know what type of systems or 19 what type of medium would have been flowing 20 through this piping? 21 A. I mean, water, oil, chemicals. This 22 was a radwaste building that they built, you 23 know, to compact, crush, grind all the waste, 24 nuclear waste and compact it. It didn't work as 25 good as what they thought, though. Radwaste

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1 facility. So they had -- 2 Q. Would any of the -- 3 A. -- radwaste coming out. 4 Q. Would any of this piping have steam 5 flowing through it? 6 DEFENSE COUNSEL: Object to the form. 7 BY THE WITNESS: 8 A. I'm sure it would, you know. 9 BY MR. WILKE: 10 Q. Would they have been installing 11 insulation, or would they have been removing 12 insulation? 13 DEFENSE COUNSEL: Object to the form. 14 BY THE WITNESS: 15 A. Installing the insulation. You know, 16 this was a new building we built. All new 17 piping and everything, you know. Be all new 18 insulation. 19 BY MR. WILKE: 20 Q. Do you recall the brand of insulation 21 that they would have been installing? 22 A. I sure don't. You know, they had a 23 lot of insulation and it would be around the 24 pipe. It was white and it had the yellow fiber 25 on the inside. They used a lot of that. It was	1 would have seen an asbestos warning during your 2 time at Duke? 3 A. Probably when I went to Oconee. You 4 know, '81, '82. 5 Q. Did anyone ever tell you about the 6 hazards of asbestos? 7 A. Not till later on. 8 Q. Do you recall the first time someone 9 told you about the hazards of asbestos? 10 A. Probably in the late '80s. 11 Q. Do you recall who would have first 12 told you about the hazards of asbestos? 13 A. It was -- it was probably in the 14 safety meeting, safety supervisor or the 15 foreman. 16 Q. How often did you have a safety 17 meeting at -- at Duke? 18 A. Every morning, every day. 19 Q. And did you attend those safety 20 meetings every time? 21 A. Oh, yes. 22 Q. Do you recall the first time that 23 they would have discussed asbestos or the 24 dangers of asbestos at this safety meeting? 25 A. Probably in '85 or later.
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1 white on the outside like a cover. It had the 2 yellow on the inside. There was a lot of it 3 used, you know. 4 Q. And would this work that Daniels 5 employees would have been doing around you, 6 would that have been dusty? 7 DEFENSE COUNSEL: Object to the form. 8 BY THE WITNESS: 9 A. Of course, yes. 10 BY MR. WILKE: 11 Q. And would you have breathed in that 12 dust? 13 DEFENSE COUNSEL: Object to the form. 14 BY THE WITNESS: 15 A. Oh, yeah. 16 BY MR. WILKE: 17 Q. Mr. Garren, during your time at -- 18 while you were working for Duke Energy, do you 19 believe you were exposed to asbestos? 20 A. Oh, yes. 21 Q. During your career at Duke, did you 22 ever see any asbestos warnings on any of the 23 products that you worked with? 24 A. Oh, yeah. Later on, yeah. 25 Q. Do you recall the first time you	1 MR. WILKE: All right. Can we go off the 2 record real quick? 3 THE VIDEOGRAPHER: We are now off the video 4 record at 2:14 p.m. Eastern time. 5 (Discussion off the record.) 6 THE VIDEOGRAPHER: We are back on the video 7 record at 2:14 p.m. Eastern time. 8 BY MR. WILKE: 9 Q. All right, Mr. Garren. I'm done 10 asking you about your work at Duke Energy. What 11 I want to talk about now is your diagnosis of 12 your lung cancer and the effect it's had on you 13 and your family. 14 A. Okay. 15 Q. I know at times it's difficult, so 16 let me know if you need a minute or if we need 17 to take a break. Okay? 18 A. Sure. Sure. 19 Q. Okay. Earlier in your deposition you 20 discussed being diagnosed with -- with lung 21 cancer. 22 Do you recall that? 23 A. I sure do. 24 Q. Do you recall where that cancer was 25 located at in your lungs?

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1 A. It was in my upper left lung. I 2 forget the size, the centimeter. We watched it 3 for a while and the wife said, no, go ahead and 4 they removed half of my lung. 5 Q. Do you recall who diagnosed you with 6 lung cancer? 7 A. Oh, Durham VA. 8 Q. Do you know what specific doctor at 9 Durham VA, or can you recall that at this time? 10 A. I know her first name, I think 11 Amanda. It's -- it's -- it's thoracic surgery 12 at -- Durham Thoracic Surgery. They have some 13 good doctors and nurses. 14 And I will also say while I'm on 15 that, that was three years ago and I went the 16 other day and got, you know, a clean bill of 17 health. The cancer hadn't come back. So that 18 is good but, you know, cancer spreads especially 19 asbestos. And I've done a lot of research on 20 it, you know. 21 Q. When did you learn that your lung 22 cancer was related to exposure to asbestos? 23 A. Oh. I guess through Ward Black Law 24 firm, and the VA, and my doctor at the VA. 25 Q. What symptoms were you experiencing	1 and he helps me breathe and everything. But, 2 you know, it's hard for me just to get in and 3 out of the car, man. 4 BY MR. WILKE: 5 Q. Besides -- well, besides for the lung 6 removal, was there any other treatment that you 7 received for your lung cancer? 8 A. No. I didn't have to do chemo 9 because they caught it early. 10 Are you talking about my other 11 treatment, my throat cancer? 12 Q. I'm -- I'm asking about your lung 13 cancer right now. 14 A. Okay. I'm sorry. 15 Q. That's okay. 16 So they just did the lung removal? 17 A. Half of it, yes. 18 Q. How long were you in the hospital 19 after this treatment or after this procedure? 20 A. About five days. 21 Q. Has there been any complications from 22 the procedure? 23 A. No, I went back and got checked. The 24 reason I know the day, that's when Florence hit 25 and we couldn't get back to our house at the
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1 that caused you to go in to the VA? 2 A. Well, I get a regular check on VA. 3 You know, my breathing for ten years, I've used 4 CPAP. I use an inhaler. They gave me a new 5 inhaler once a day. And the VA gets to check on 6 me. They did a spot on my lung. We watched it 7 for probably, maybe a year and the wife said no. 8 You know, it was a semi-operation. I was 9 dreading it, but she said, you are going to go 10 ahead and get this removed so I did. 11 Q. Were you experiencing any shortness 12 of breath or any -- 13 A. Took me -- 14 Q. -- shortness of breath or any -- 15 A. -- to recover. 16 Oh, yeah, man. I think -- 17 MS. REPORTER: I'm sorry? 18 BY THE WITNESS: 19 A. -- about five minutes of doing 20 something, I'm -- I'm beat. I'm out of -- you 21 know, I set in this chair. I can't -- I can't 22 stand up. It's limited my -- you know, I was an 23 avid outdoors fisherman, hunter. I could fish 24 with Kade, my grandson, but we got a pier at 25 Southport. I get the bench to set on, you know,	1 beach for 11 days. 2 Q. Wow. 3 A. So I stayed at VA five -- five days. 4 They took care of me, though, man. 5 Q. That's good. 6 A. A lot of pain. A lot of time -- 7 Q. Has your -- 8 A. -- to recover from it. 9 Q. Has your lung cancer had any impact 10 on your weight? 11 A. No. But the -- you know, if I can 12 say this, Tyler. I just went through eight 13 weeks of chemo for the other deal and I -- I 14 lost about 25 pounds or 30, man. They give me 15 the -- they give me the pills, the VA does and 16 the Marinol so I can build my appetite back up. 17 And I -- 18 Q. And this is for your -- 19 A. -- cough a lot but, you know. 20 Q. And this -- this chemo was for your 21 lung cancer or your throat cancer? 22 A. It was for my throat cancer. I 23 didn't have to have any chemo because they 24 caught it early, thank God. I'm sorry. 25 Q. You're okay. Do you need to take a

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1 break? 2 A. No, I'm good. Let's go a little bit 3 more. 4 Q. Okay. Has any doctor ever discussed 5 what caused your throat cancer? 6 A. I was working in asbestos. You know, 7 I used to smoke some too, you know, off and on, 8 off and on. And Ronnie Jonas, this friend of 9 mine, worked with him ten years and he didn't 10 even smoke and he died of mesothelioma. So that 11 tells you something. You know what I'm saying? 12 Q. I do. 13 A. I told -- I told the doctors at the 14 VA, especially ones at Durham, you know, they -- 15 you know, they up on the asbestos. How long I 16 worked? I told them I was a welder 40-plus 17 years, you know. 18 Q. Are you currently able to care for 19 yourself? 20 A. Well, my wife's a retired nurse, got 21 a bachelor of science. I couldn't ask for a 22 better caregiver, man. She, you know -- you 23 know, when I was going through that chemo and 24 stuff, she took my keys. She wouldn't let me 25 drive. I mean, she -- she -- can't find a	1 Q. Can you do any of these activities 2 anymore? 3 A. Well, the only one is fishing. The 4 wife lets my grandson go with me. I can't -- 5 she don't -- I can't go out nowhere, you know, 6 she worries about me, you know. Oh, she'll make 7 sure if you're taking your medicine if it hits 8 you in the head with it, you know. 9 Q. Are you able to do any more hunting 10 or any more fishing now after your lung cancer 11 diagnosis? 12 A. Little sometimes. Like I told you, 13 my grandson come down. We got a nice concrete 14 pier, and I'll go down there. But I can't stand 15 up and fish. I get me a bench and sit down. 16 You know, he bring me the bait and fish, you 17 know. All the grandkids -- all my grandkids 18 fish and the older ones like to hunt so, you 19 know, they take care of me. 20 Q. How is Paulett dealing with your 21 diagnosis of your lung cancer? 22 A. Well, you know, I talked to her about 23 it when I went through the chemo and she'd catch 24 me in there at night. I'd be up all night 25 worrying about it and how long am I going to
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1 better woman, my God. If I didn't have her, I'd 2 probably have to get a VA caregiver, you know. 3 But we have a guy that lives here 4 with us and he does all the housecleaning. Him 5 and his daughter live here. He does everything 6 for us. You know, he got out in the yard and 7 planted some bulbs and clean up. He's a nice 8 guy, man. Been living with him about two years. 9 We can't do without him. 10 Q. Now, you mentioned some hobbies that 11 you used to be able to do before you were -- you 12 were diagnosed with lung cancer. What were some 13 of those hobbies? 14 A. My God, I was raised in the country. 15 I was fishing and hunting when I was three and 16 four years old, all my life. You know, that was 17 my activity. Camping, I'm a big outdoorsman. 18 You know, got that place in the mountains, I'm 19 trying to finish it. Well, I won't finish it. 20 I'll go up there but, you know. I was a very 21 active man. You know, I played sports in 22 school -- 23 Q. Can you do any of these activities 24 anymore? 25 A. Excuse me?	1 live and stuff. And she says, you know, you 2 might live another ten years. 3 But she takes care of me, man. Got 4 your own -- got your own personal nurse, you 5 know. And I got a daughter that's a nurse, 6 ex-sister-in-law that's a nurse, and another one 7 somewhere. So they all check on me. 8 Q. How is the rest of your family 9 dealing with your diagnosis of lung cancer? 10 A. Well, you know, I'm the grandpa and 11 their daddy, and they just -- they get mad 12 sometimes thinking what caused it. You know, my 13 son's in Rhode Island. You know, he's been 14 welding since he was 18 years old and he's about 15 35 now. But they don't have asbestos on the job 16 like they used to, but it's still on the jobs. 17 I told him, man. But, you know, they 18 wear respirators and everything now. We didn't 19 wear none of that. 20 Q. How do you spend most of your days 21 now? 22 A. Well, sometimes I get -- I get real 23 tired. And when I was in the mountains, man, I 24 had more energy. I don't know. 35 -- I come 25 back here, a long nap two or three times a day.

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Page 134 1 You know, I might ride the -- I ride down and 2 look at the pier, South Fork or go out and get 3 my Monster drink. And the neighbor, they come 4 in -- he comes over and talks to me a lot. 5 I used to be active. Man, I used to 6 go all the time. I can't -- I can't do it now. 7 Q. And what do you worry about the most 8 now -- 9 A. Huh? 10 Q. Go ahead. Go ahead. 11 A. And we -- you know, we can go out and 12 eat, me and the wife, you know. And sometimes 13 we like to ride. I like to get out and ride, 14 you know. 15 Q. Galen, what do you worry about the 16 most now after your -- your diagnosis of lung 17 cancer? 18 A. Well, to get me -- I mean, somebody 19 will -- Ronnie Jonas got it, who is going to be 20 next? Galen Garren, you know, I've got cancer 21 in my lung. I've got the cancer in my throat, 22 you know. You know, I worry about dying, man, 23 not seeing my grandkids finish, you know, high 24 school, you know. 25 Q. All right, Galen --	Page 136 1 THE WITNESS: We got through this -- we got 2 through this -- we got through this pretty good. 3 I appreciate you all, you know. 4 MR. WILKE: Not a problem. We got a little 5 bit more -- we got a little bit more to go, but 6 we'll come back at 2:35 your time. 7 THE WITNESS: Oh, yeah. You're talking 8 about my condition, man, I hurt all over. You 9 know, I've got -- 10 THE VIDEOGRAPHER: Hold on one sec. 11 We are now off the video record at 12 2:26 p.m. Eastern time. 13 (Break taken.) 14 THE VIDEOGRAPHER: We are back on the video 15 record at 2:38 p.m. Eastern time. 16 MR. WILKE: All right. This is Tyler Wilke 17 with the Flint Law Firm. I am done with my 18 questioning of Mr. Garren. 19 Is there anybody else -- or is there 20 anybody that has any questions for Mr. Garren? 21 MS. BAIRD: This is Katie Baird. I have a 22 couple of questions. 23 THE WITNESS: How are you doing, hon? 24 MR. WILKE: Sure. Go ahead, Katie. 25
Page 135 1 A. I'm 71 years old, man. You know, 2 hundred percent disabled. The VA -- I worked 3 till I was 63 and a half years old really. 4 MS. REPORTER: You worked until when, sir? 5 THE WITNESS: Until I was 63 and a half 6 years old. 7 MS. REPORTER: 64? 8 MR. WILKE: 63 and a half. 9 THE WITNESS: 63 and a half. And I started 10 welding, hon, when I was about 20 or 21. I 11 mean, I -- you know, I worked all kinds of 12 chemical plants. I -- I worked with all kinds 13 of people, you know. We're talking about Duke 14 mostly, but... 15 BY MR. WILKE: 16 Q. All right, Galen. Those are all the 17 questions I have for you. I'm going to pass you 18 on to the defendants now. They may have some 19 questions for you. 20 MR. WILKE: Are you still good to go, or do 21 you want to take, like, a quick ten-minute 22 break? 23 THE WITNESS: Let's take a ten-minute 24 break. 25 MR. WILKE: All right. We're --	Page 137 1 EXAMINATION 2 BY MS. BAIRD: 3 Q. Hi, Mr. Garren. How -- how are you 4 doing? 5 A. Oh, I'm doing okay. 6 Q. All right. Can you hear me okay? 7 A. I sure can. 8 Q. All right. I just had a couple of 9 follow-ups for you, sir, about some of the 10 jobsites that you worked at when you were with 11 Duke that your attorney asked you about earlier. 12 A. Okay. 13 Q. So I'm just going to kind of run 14 through them in the order that I have them in my 15 notes. And I apologize if I jump around, but I 16 don't want to ask you anything that you've 17 been -- 18 A. Oh, that's fine. 19 Q. All right. So first I'm going to ask 20 you about Cliffside. And I think you said you 21 were first there in the late '80s or early '90s; 22 is that right? 23 A. Correct. 24 Q. All right. And you said that you 25 were for the most part working on a larger unit

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Page 138 1 that was constructed around 1975; is that right? 2 A. Yes. Yes, correct. 3 Q. Okay. And during your previous 4 deposition that you gave in the Jonas case, you 5 said that that was boiler work. Is that -- is 6 that also correct? 7 A. Yes. Yeah. 8 Q. All right. 9 A. That's a big boiler. 10 Q. And did you -- did you work on any of 11 the other units at Cliffside? 12 A. Well, they got four smaller units. I 13 also worked on power then, you know. Helped out 14 a little bit, you know. We did a lot of work on 15 them. I was on the big unit most of the time. 16 Q. And was your work on the smaller 17 units, was that also boiler work? 18 A. Yes. 19 Q. All right. 20 A. They had four smaller boilers and a 21 big larger boiler. 22 Q. All right. So you didn't work on any 23 of the turbine generators at Cliffside; is that 24 fair? 25 A. Yes, that's correct.	Page 140 1 they were dismantling -- dismantling the plant. 2 Q. Dismantling a generator, is that what 3 you said? 4 A. Yes, the plant. They was scrapping 5 Riverbend, you know. 6 Q. I see. 7 A. They scrapped a bunch of them. 8 Q. Do you know which unit that was? 9 A. Probably Unit 1. I -- I don't know. 10 You know, I'm just guessing. 11 Q. All right. Well, I don't want you to 12 guess. 13 All right. So you're not sure about 14 which unit it was. Do you know who manufactured 15 that turbine generator? 16 A. Excuse me? 17 Q. Do you know who manufactured that 18 generator? 19 A. Oh, it was an old one. It was -- I 20 sure don't. I can guess, but you don't want me 21 to guess, so... 22 Q. I sure don't. 23 All right. And so your work where 24 you -- tell me what you did as a welder. Like 25 what exactly were your tasks that you were doing
Page 139 1 Q. Next I'm going to ask you about 2 Riverbend where I think you said the first time 3 you worked there was in the late 1990s after you 4 had already left Duke; is that right? 5 A. Correct. 6 Q. And the name of the company that you 7 said you worked for is Power Equipment 8 Maintenance. Did I get that down correctly? 9 A. Yes. PEM, Power Equipment 10 Maintenance out of Anderson. I think he done 11 sold out. 12 Q. Out of Anderson, South Carolina? 13 A. Yes, ma'am. 14 Q. All right. And I think you 15 previously testified that you were there for 16 only -- on only one occasion for about two 17 months. 18 Does that sound right to you? 19 A. Correct. 20 Q. All right. And what -- what work 21 were you doing during those two months? 22 A. We were tearing a generator down, 23 helping the generator people. Insulation, 24 asbestos everywhere. I mean, there was signs 25 hanging out behind it, you know. They were --	Page 141 1 with regard to tearing out that generator? 2 A. Well, I did a little bit of welding. 3 Mostly dismantling the generator. We was taking 4 down the -- the shaft out, all the winding, 5 everything. You know, we was inside of it, you 6 know. 7 Q. Okay. So y'all were dismantling -- 8 it sounds like the internal components of that 9 generator; is that right? 10 A. That's correct. Correct. 11 Q. And all of those components were made 12 of metal? 13 A. Yes. Yes, piping, you know. 14 Q. Say that last part again, sir. I 15 didn't -- 16 A. A lot of them -- yes. Basically 17 metal, piping. There was a lot of copper in it 18 also, the copper windings. A lot of copper, you 19 know. 20 Q. All right. Were you there when -- 21 A. And there was a lot of -- 22 Q. I'm sorry. I don't mean to talk over 23 you. 24 A. You're -- I probably interrupted you. 25 Go ahead.

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Page 142 1 Q. That's all right. It's hard when 2 we're doing the depositions this way because 3 it's -- it's hard to tell when you -- when you 4 stop talking and when I stop talking. 5 Were you there when the insulation 6 was removed from that generator? 7 A. Oh, yeah. 8 Q. And did you participate in that, or 9 you just saw somebody else doing it? 10 A. Oh, the insulators right next to us. 11 There was insulation actually just hanging down 12 loose everywhere, but they did put a sign that 13 said asbestos, you know. 14 Q. And did they use -- I think you said 15 earlier today that you recall wet-down 16 procedures and plastic enclosures and things of 17 that nature being used starting sometime in the 18 1980s. 19 So if this was -- 20 A. Yes. 21 Q. -- in the late 1990s, did you see 22 similar techniques being used on this job at 23 Riverbend? 24 MR. WILKE: Objection. Form. 25	Page 144 1 MR. WILKE: Objection. Form. 2 BY THE WITNESS: 3 A. Yeah. Yeah. You know, we knew by 4 then and there was a big sign hanging up, 5 asbestos, you know, right near the generator. 6 BY MS. BAIRD: 7 Q. So you were aware of the hazards of 8 asbestos at that point in time; is -- is that 9 right? 10 MR. WILKE: Objection. Form. Asked and 11 answered. 12 BY THE WITNESS: 13 A. Yes. Not -- not as aware as I am 14 now. You know, I've been through a lot, studied 15 a lot on it, you know. I had a basic 16 understanding, don't get around it, don't pull 17 it off, wet it down. 18 BY MS. BAIRD: 19 Q. All right. And during that job, 20 would you have been taking your instructions 21 from your employer, Power Equipment Maintenance? 22 A. Yes. Yes. 23 Q. All right. The next jobs I'm going 24 to ask you about is Belews Creek, and you said 25 you worked there off and on between 1990 and
Page 143 1 BY THE WITNESS: 2 A. They didn't do no plastic enclosures. 3 I just remember them taking the insulation off. 4 BY MS. BAIRD: 5 Q. Did they use any wet-down procedures? 6 A. They probably did. 7 (Brief interruption.) 8 BY THE WITNESS: 9 A. Oh, I'm sorry, hon. This phone. 10 BY MS. BAIRD: 11 Q. That's all right. 12 A. I got all these damn calls. I hate 13 it. 14 I'm doing something. 15 Q. All right. So you said they probably 16 used wet-down procedures. And did you say there 17 were insulators doing that work, or were you 18 involved in actually taking the insulation off 19 yourself? 20 A. Insulated, but I know when we took 21 flanges and stuff apart, you know, there was 22 gaskets in it, you know, so... 23 Q. All right. And did anyone ever tell 24 you that any of that insulation contained 25 asbestos?	Page 145 1 1995. 2 And I think in your -- 3 A. Yes. 4 Q. -- previous deposition you said you 5 were there those few times doing re-tubing work 6 on the boilers and work on the ID fans on the 7 boilers; is that right? 8 A. Uh-huh. Uh-huh. 9 Q. All right. So you never worked on a 10 turbine generator at Belews Creek; is that 11 right? 12 A. No, never. 13 Q. All right. Did you ever see anybody 14 else at Belews Creek working on a turbine 15 generator? 16 A. Oh, yeah. 17 Q. Okay. Can you tell me what they were 18 doing on the turbine generator? 19 A. Well, they were pulling the shaft 20 like they do on a generator, you know. Pulling 21 all the manways off, cleaning all the studs, cut 22 new gaskets, you know. 23 Q. And how many times did you see 24 someone doing that work? 25 A. Well, daily, I was there I don't know

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Page 146 1 how long. Couple months, I guess. 2 Q. All right. And do you specifically 3 recall seeing anyone remove insulation off a 4 turbine there? 5 A. Yes. Yes. 6 Q. All right. And can you tell me, was 7 that on one occasion? 8 A. Probably three or four. Every time I 9 went -- went in the plant, you know, they were 10 doing re-tubing. They were breaking the 11 generators down, you know, pulling the shaft 12 out, inspecting them. You know, doing 13 maintenance on them. 14 Q. All right. And you never did any of 15 the work on the turbine? 16 A. Not -- not there, I didn't. 17 Q. And you didn't ever remove any 18 insulation from a turbine there; is that right? 19 A. That's correct. 20 Q. All right. And do you know which -- 21 which unit that was at Belews Creek? 22 A. I don't know. I worked both of them. 23 So both units, big units. 24 Q. If that was in -- you said it was 25 '90, '95 time period, did -- did anyone ever	Page 148 1 Q. I'm sorry, sir. I'm just going 2 through my notes. 3 A. You take your time. 4 Q. I don't want to take up anymore of 5 your time than I have to. 6 Lee steam station, did you ever work 7 on any of the turbine generators there? 8 A. No, I didn't do any turbine work. I 9 done some turbine work, generator work at 10 Marshall. 11 Q. Okay. All right. So nothing at Lee. 12 How about at Buzzards Roost? 13 A. Oh, yeah. We -- we tore a unit down, 14 just basically rebuilding it, you know, at 15 Buzzard Roost. 16 Q. And that -- and I think from your 17 last deposition, you said that was a gas or 18 combustion turbine that was located outside; is 19 that right? 20 A. Yes. Yes. Yes. Yes, correct. 21 Q. Do you know which unit that was on? 22 A. They had one unit way out in the 23 country built years ago. I just remember the 24 one unit. 25 Q. Do you know who manufactured that --
Page 147 1 tell you that that insulation contained 2 asbestos, the insulation on the generator? 3 MR. WILKE: Objection. Form. 4 BY THE WITNESS: 5 A. Yeah. The foreman probably tell us, 6 you know, stay away from it, don't mess with it, 7 remove it, you know. 8 BY MS. BAIRD: 9 Q. So were you told that at Belews 10 Creek, though? Or are you just saying generally 11 that would have been the procedure? 12 A. Generally that would have been the 13 procedure. 14 Q. All right. So nobody at Belews Creek 15 ever told you that the insulation was 16 asbestos-containing; is that fair? 17 A. That's fair, yes. 18 Q. And at Belews Creek when you were 19 working on those boilers, were you still working 20 for Duke at that time? 21 A. Yes, I was. 22 Q. All right. And so you would have 23 gotten your instructions from your foreman; is 24 that right? 25 A. Yes. Yes.	Page 149 1 that -- that turbine, sir? 2 A. Excuse me? 3 Q. I said, do you know who manufactured 4 that combustion turbine? 5 A. No, I sure don't. 6 Q. And did that -- did that job involve 7 insulation? 8 A. Oh, yeah. There was insulation 9 inside some of internals, you know, we got into 10 it. 11 Q. Say that again, sir. I didn't -- I 12 didn't catch the last part of your answer. 13 A. Yes. There was -- there was 14 insulation internally when we were changing 15 everything, you know. 16 Q. And did anyone ever tell you that -- 17 A. I know some -- what? 18 Q. Go ahead, sir. 19 A. I know sometimes internal -- internal 20 insulation, we'd just moved it. You know, 21 somebody said, well, I -- I don't think that's 22 asbestos. Go ahead and take it off, you know, 23 but -- 24 Q. All right. So you were told it was 25 not asbestos insulation?

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Page 150 1 A. Well, no. If I'd be working with 2 somebody that said, well, I don't think it's 3 asbestos, I'm going to go ahead and take it off, 4 you know, once more. And later you find out it 5 was asbestos, you know, but it wasn't but five 6 or six of us. I was running crew then. Might 7 have been eight of us working down on that job. 8 Q. All right. But nobody ever told 9 you -- you didn't find out later on that that 10 insulation contained asbestos when you 11 encountered it in the 1990s? 12 A. No one as -- a foreman, you know, 13 generally speaking said, you all be careful, 14 might be asbestos in there, you know. 15 Q. Right. Sir, I'm specifically asking 16 you about Buzzards Roost. Did anyone tell you 17 that when you were working -- when -- when you 18 were working there? 19 A. I don't think so. 20 Q. Okay. And did you ever work on -- on 21 or around the turbine generator at Shearon 22 Harris? 23 A. No. 24 Q. Okay. All right, sir. I'm going to 25 switch gears real quick and ask you a little bit	Page 152 1 A. Probably, yes. 2 Q. All right. And then it also says 3 that you smoked less than a pack per day from 4 1994 to 2019. 5 Did you -- 6 A. Yeah. 7 Q. -- smoke in between '69 and 1994? 8 A. Yes. I quit -- sometimes I quit five 9 times, five years, six years. I hadn't smoked 10 in about three years now since I had the lung 11 cancer. So, you know. 12 Q. So you -- you quit smoking for good 13 in 2019? 14 A. Yes. Yes. 15 Q. Okay. And then between 1969 and 16 1994, did you smoke cigarettes during those 17 years? 18 A. Yeah. Well, I mean, I quit. I quit 19 three times about five years each time. I quit 20 from '90 to '96 or something. And I had another 21 time in there, you know. 22 Q. Okay. And so you think you quit once 23 from '90 to '96. Are there any other specific 24 periods where you can remember where you would 25 quit smoking between the years of 1969 and 1994?
Page 151 1 about your -- your smoking history. 2 You answered some questions -- 3 A. Okay. 4 Q. You answered some questions or your 5 lawyers may have helped you with them, they're 6 called interrogatories, and I can show them to 7 you if you want. Hold on just a second. Let me 8 see if I can share my screen with you. Oops. 9 Let's see what happens when I share my screen. 10 MR. WILKE: Katie, I think you got it. 11 MS. BAIRD: I think -- yep, I think I got 12 it. 13 BY MS. BAIRD: 14 Q. Can you see that, Mr. Garren? 15 A. I sure can. 16 Q. All right. You just let me know if I 17 need to make it -- I can make it a little bigger 18 and make it easier. 19 So this is your responses to 20 interrogatories in this case and here's where 21 you talk a little bit about your smoking 22 history. And you said that you smoked Kents, 23 Pall Malls, and Winstons off and off -- on and 24 off while you were in the military from '67 to 25 '69; is that right?	Page 153 1 A. Yeah. Probably somewhere about -- I 2 probably quit in '80, somewhere around the '80s 3 till '85. I smoked again, then I quit in '90 to 4 '96. And then periods between now and then, I 5 quit, you know, a month, six months, but I 6 haven't smoked in three years, you know. 7 Q. All right. And I'm going to see if I 8 can share my screen with you again. Let's see. 9 All right. Sir, can you see that 10 picture I just put up on the screen? 11 A. Yes. 12 MS. BAIRD: All right. And we'll go ahead 13 and mark this as -- I don't know if we have any 14 exhibits previously marked. 15 MR. WILKE: We have one exhibit. 16 MS. BAIRD: Okay. So this will either be 17 Defense Exhibit 1 or just Exhibit 2 to the 18 deposition generally. Either way is fine with 19 me. 20 MR. WILKE: And I'll -- I'll object just to 21 the foundation of it. 22 (Deposition Exhibit No. 2 marked for 23 identification.) 24 BY MS. BAIRD: 25 Q. All right. Sir, you said in your

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1 interrogatory responses that you smoked Winston 2 cigarettes, and this is a picture of a box of 3 Winston cigarettes. 4 Have you ever seen the warning on the 5 side of this box? 6 A. Yes. 7 Q. All right. And so I'll represent to 8 you that that warning was -- was first placed on 9 boxes in 1984. And I think you just testified a 10 second ago that you did continue to smoke after 11 1984 for various periods; is that right? 12 A. Yes. 13 Q. All right. And you -- did you see 14 this warning on the box of cigarettes when you 15 were still smoking? 16 A. I did. 17 Q. All right. Now, I just want to show 18 you two more similar pictures, and we'll also 19 mark these. 20 (Deposition Exhibit Nos. 3-4 marked for 21 identification.) 22 BY MS. BAIRD: 23 Q. All right, sir. Can you see that? 24 A. Yes. 25 Q. And that's a box of Pall Mall	1 Q. But you said they did -- you were 2 advised by -- by doctors to quit smoking; is 3 that right? 4 A. Yes. Yes. 5 Q. Do you know when that was? 6 A. Probably when I -- you know, I was in 7 the VA quite regularly. Probably about 15 years 8 ago when I first started going to the VA. 9 Q. And you have not smoked at all since 10 2019; is that right? 11 A. Correct. 12 Q. And have any of your doctors ever 13 told you that -- that your lung cancer was 14 caused or at least in part by smoking? 15 A. Well, yeah, they told me smoking and 16 the second cause is asbestos exposure. I 17 suppose I had asbestos 40-plus years. 18 Q. All right. And just to clarify, I 19 don't think I got this down earlier. What year 20 were you diagnosed with throat cancer, sir? 21 A. Pretty recently. Let me see. I wish 22 my wife was here. Let's back up a little bit, 23 okay. I just finished two months of chemo two 24 months ago. That's four months. About six 25 months ago.
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1 cigarettes, which you also said that you smoked 2 at various periods. 3 Have you seen that warning on the 4 side of Pall Mall cigarettes? 5 A. Yes. Yes. 6 Q. All right. And one more. 7 MR. WILKE: And I'll object to the 8 foundation of that picture. 9 BY MS. BAIRD: 10 Q. And this is a box of Kent cigarettes, 11 sir. 12 Have you seen that warning on the 13 side of a box of Kent cigarettes? 14 A. Yes. 15 Q. All right. 16 MR. WILKE: I'll object to the foundation 17 of that picture as well. 18 BY MS. BAIRD: 19 Q. And did any of your doctors ever 20 advise you that smoking could cause lung cancer? 21 A. They advise you to stop, you know. 22 Q. And how about -- how about throat 23 cancer? Did any of your doctors ever tell you 24 that smoking could cause throat cancer? 25 A. No.	1 Q. So that was after you were diagnosed 2 with lung cancer? 3 A. Oh, yeah, several years. 4 Q. Okay. 5 A. That was just -- back it up six 6 months where we're at now and that's about the 7 time, you know. 8 Q. Okay. So sometime -- sometime in 9 2021. And what -- 10 A. Yes. 11 Q. -- doctor diagnosed you with throat 12 cancer? 13 A. Well, they sent me -- I had a sore 14 throat for months and send me to the VA, send me 15 to all these Medex and everything, and I didn't 16 know what was wrong. And finally this one 17 doctor, believe it or not, he was an allergy 18 doctor and he had me go get a CT. 19 And he said: Man, that looks like 20 throat cancer to me. He said -- he said it 21 should be -- it could be coming from that lung 22 cancer you have, I don't know. But then they 23 started sending me to specialists, you know. 24 Q. Okay. All right, sir, I think that's 25 all I have for now. I don't know if anyone else

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1 has questions, but I'll look over my notes and 2 come back to you if I think of anything else. 3 But thank you very much for your time today. We 4 appreciate it. 5 A. Well thank you. 6 MR. WILKE: Does anyone else have any 7 questions for Mr. Garren? 8 MS. BIHUN: Hi, this is Brittany Bihun. I 9 have some questions. 10 MR. WILKE: Okay. 11 THE WITNESS: How are you doing, hon? 12 MS. BIHUN: Good. How are you doing? 13 THE WITNESS: I'm doing okay. 14 MS. BIHUN: Do you want to take a little 15 break, or are you good to keep going for a 16 little bit? 17 THE WITNESS: I'm good. 18 EXAMINATION 19 BY MS. BIHUN: 20 Q. Okay. I want to ask you about some 21 reference to valves that you had mentioned 22 earlier, and you said the name Velan or Velan. 23 So I want to ask you -- 24 A. Yeah. 25 Q. -- a little bit about that.	1 recollection about Velan valves, though. Can 2 you remember a time when you saw anyone doing 3 maintenance on a Velan valve specifically? 4 A. I couldn't tell you the time, but we 5 done maintenance on them. Like I said before, 6 you know, we'd get a work order, go down there 7 and, you know, cut one out, remove it. You 8 know, take it up to the valve guys. You know, 9 let them inspect it or whatever. And might have 10 a work order to go ahead and put a new one in, 11 install a new one, you know. 12 Q. Okay. Do you remember a time when 13 you ever installed a new Velan valve yourself 14 specifically? 15 A. No. No. 16 Q. Okay. Can you remember any specific 17 plant where you saw a Velan valve -- maintenance 18 work being done on a Velan valve? 19 A. I believe they had the Velan valves 20 at all three plants. You know, Oconee and 21 McGuire and Catawba. I'm sure there was some in 22 the coal-fired plants. 23 Q. Did you ever do maintenance work on a 24 Velan valve yourself, on the internals of a 25 valve?
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1 You had said that you saw people 2 doing maintenance on some valves during your 3 career, but do you -- can you say specifically 4 that you saw anyone doing maintenance on any 5 Velan valves? 6 A. Yes. 7 Q. Okay. When was that? 8 A. Oh, gosh. It could have been -- it 9 could have been any of the time period that I 10 worked for Duke, you know. There's a lot of 11 valves, you know. And I -- I remember some of 12 them because we had to cut one out, there'd be a 13 nameplate on it. There'd be a word -- word say 14 what -- you know, this is a Velan valve, you 15 know, 6-inch and blah, blah, blah, you know. 16 Q. So you remember specifically that the 17 Velan valves were 6 inches in diameter? 18 A. No. They were different. I was just 19 giving you an example. Work order say this 20 Velan, 6-inch valve, go down and take it out and 21 install another one. You know, valves would 22 have a half-inch pipe on it on up to 2 or 23 3 feet, hon. You know, they're -- they're big 24 and small. 25 Q. Okay. I'm specifically asking about	1 A. No. 2 Q. Okay. I believe you testified 3 earlier that you did see some of the valve crew 4 removing and replacing packing inside of the 5 valves. Is that right? 6 A. Yes. 7 Q. Okay. Do you remember that work 8 being done on any Velan valve specifically? 9 A. Not specifically. I'm sure it was 10 done, you know. Man, I probably worked on maybe 11 500 different valves in my career, just -- just 12 with Duke, you know. 13 Q. Okay. But when you say you worked on 14 a valve, you would remove it from the line and 15 you wouldn't do any work internally on the 16 valve, though. That's right? 17 A. That's correct. 18 Q. Okay. Do you know -- 19 A. Unless -- 20 Q. Go ahead. Go ahead. 21 A. If they were pulling a valve out and 22 they might say: Well, we're going to reuse this 23 valve. We're going to put new packing and 24 everything in it. So the piping that come out 25 from it, yeah, we'd -- we'd -- we'd clean the

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Page 162 1 outside of it, the inside of it, the internals, 2 you know. 3 Q. Did you ever remove packing yourself? 4 A. Not on a valve. 5 Q. Okay. Do you know the composition of 6 the gaskets or packing that you saw being 7 removed from the valves at any time? 8 A. There was like a -- I don't know what 9 they're made of. It's just like a gasket 10 material, you know. I'm sure there was a lot of 11 the spiral-wound gaskets also. 12 Q. Do you know the manufacturer of the 13 gaskets or packing that you saw being removed 14 from the valves? 15 A. I'm going to -- you know, I remember 16 the Flexitallic gaskets, the Garlock, and there 17 was a gray with sort of white streaks in it 18 gasket material that we removed a lot, had 19 asbestos in it. I don't remember the name of 20 it. 21 Q. Okay. So you don't know if Velan 22 ever manufactured or supplied the old gasket or 23 packing that you saw being removed from the 24 valves, right? 25 A. Correct.	Page 164 1 Q. Right. I'm specifically asking about 2 Velan, if you remember. If you don't, that's 3 okay. 4 A. Well, I mean, if I was a valve 5 technician, I could rattle off to you right off 6 the top. I was a welder, you know. 7 Q. Yeah. Do -- how did you know it was 8 a Velan valve? 9 MR. WILKE: Objection. Asked and answered. 10 BY THE WITNESS: 11 A. Well, we'd see a tag on it. If it 12 had a work order, it'd tell us, you know, remove 13 Valve 246, Columbine 5527, Velan valve, you 14 know. And it'd tell what size it was, who 15 manufactured it, you know. And usually we'd 16 have a -- a paper and a work package from Velan, 17 you know, special welding or something to do, 18 you know. 19 BY MS. BIHUN: 20 Q. Okay. Can you describe any of the 21 shutoff wheel, arm, or levers of a Velan valve 22 that you saw? 23 A. The shutoff levers or the what else? 24 Q. The shutoff wheel, arms, or levers -- 25 A. Yeah.
Page 163 1 Q. Okay. And would it be fair that you 2 don't know if Velan ever specified or 3 recommended the old gasket or packing being 4 removed from the valve? 5 MR. WILKE: Objection. Form. 6 BY THE WITNESS: 7 A. Oh, yeah. If we had a -- if we had a 8 work order, it would be like, you know, take the 9 valve out. Cut the valve out. Take the old 10 gasket out. Maybe they'd inspect it, put it 11 back. And it might be leaking, you know, so 12 we'd take the old gasket out and put a new 13 gasket in. 14 BY MS. BIHUN: 15 Q. But those work orders were from your 16 employer, not from Velan, right? 17 A. Correct. 18 Q. Okay. Do you remember the color or 19 shape or size of any of the Velan valves that 20 you saw? 21 A. No, I don't. Not really. I'm not -- 22 you don't want me to guess, I'm not gonna guess. 23 Q. Okay. Do you remember seeing any -- 24 A. Valves -- valves comes in all 25 different shapes and sizes, you know.	Page 165 1 Q. -- of any Velan valves? 2 A. Well, some of them had wheels, like a 3 sprocket. They change. You have to close the 4 valve that way. Some of them was a manual where 5 you had a wheel on top to close it off. That's 6 all I remember. 7 Q. And that's specific to Velan valves 8 or just valves in general that you saw? 9 A. We can say valves in general. 10 Q. Okay. Do you remember what types of 11 valves either, you know, ball, gate, globe, 12 butterfly, specifically to Velan, though? 13 A. I think Velan made check valves. I'm 14 sure they made butterfly. Let's see, butterfly, 15 check valves. I've got them on the tip of my 16 tongue. I just can't get them out. 17 Q. You remember seeing check and 18 butter- -- 19 A. Gate -- yeah, gate -- gate valves, 20 globe valves, check valves. I think that would 21 be good. 22 Q. And you believe that Velan 23 manufactured all of those types of valves; is 24 that right? 25 A. I think so.

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Page 166 1 Q. Okay. Do you remember what medium 2 was passing through the valves, hot or cold? 3 A. Hot steam, mostly. 4 Q. Do you remember the size of any of 5 the Velan valves? 6 A. No, I don't remember. 7 Q. Do you remember if the Velan valves 8 were horizontal or vertical? 9 A. Horizontal. There was -- there was, 10 you know, some vertical valves. Most of the 11 valves were horizontal. 12 Q. Okay. Do you believe the valves that 13 you saw maintenance work being done on contained 14 asbestos? 15 A. Yes. Starting somewhere in probably, 16 you know, '85 or '90. Probably '85. 17 Q. What makes you think that those 18 valves contained asbestos? 19 A. Well, I don't know. I guess -- I 20 guess the packing in them, you know. 21 Q. Do you remember what color -- sorry. 22 Go ahead. 23 A. Oh, Lord. Packing, a lot of packing 24 was black. Like a road -- no, that's all I'm 25 going to say.	Page 168 1 Q. Okay. Do you remember who told you 2 that? 3 A. Probably a valve tech or my 4 supervisor. Or it could have been on the work 5 order, what packing. 6 Q. Would it be fair to say that you do 7 not know the maintenance history of any of the 8 valves that you saw maintenance work being 9 performed on? 10 A. Would you repeat that? 11 Q. Sure. Would it be fair to say that 12 you do not know the maintenance history of any 13 of the valves that you saw maintenance work 14 being done on? 15 A. I wouldn't know -- I wouldn't know 16 the maintenance history, no, I wouldn't, you 17 know. We were just cutting them out -- 18 Q. Okay. 19 A. -- and installing another one, you 20 know. 21 Q. Do you remember ever working around 22 or being around others that worked on externally 23 insulated Velan valves? 24 A. Externally insulated? 25 Q. Yes.
Page 167 1 Q. Okay. Do you have any personal 2 knowledge that any Velan valve that you saw 3 contained asbestos? 4 A. Yes. 5 Q. What is that based on? Did anyone 6 tell you that it contained asbestos? 7 A. Yeah. Well, you know -- you know, we 8 were warned probably be careful cutting it out, 9 you know. And I'm sure the valve people, when 10 we were take it up there to repack it, well, 11 they told us they're going to repack it and they 12 unpack this asbestos or the gasket material we 13 took off it. Either one. 14 Q. Do you remember specifically related 15 to a Velan valve when someone said that was 16 asbestos -- that the packing was asbestos? 17 A. Yeah, probably a time or two. One or 18 two times, you know. 19 Q. Do you remember what facility you 20 were working at? 21 A. Probably Oconee. 22 Q. Are you guessing, or do you 23 specifically remember a time that happened? 24 A. I think I remember a time it 25 happened.	Page 169 1 A. I can't remember, you know. 2 Q. Okay. Do you know if Velan 3 manufactured or supplied the insulation attached 4 to a Velan valve? 5 A. I -- I don't think so. I think 6 another company supplied the insulation. 7 Q. Do you know if Velan ever recommended 8 or specified the insulation type on the attached 9 piping or equipment? 10 A. Probably because I don't remember 11 any -- any Velan insulation nowhere. 12 Q. Okay. So it would be fair to say 13 that you do not know if Velan ever recommended 14 or specified the composition of the insulation 15 on the attached piping or equipment? 16 MR. WILKE: Objection. Form. 17 BY THE WITNESS: 18 A. I can't remember. 19 BY MS. BIHUN: 20 Q. Okay. I think that's all I have for 21 you. Thank you very much. 22 A. Well, thank you. Have a good 23 evening. 24 Q. You too. 25 MR. WILKE: Does anybody else have any

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Page 170 1 questions for Mr. Garren? 2 MR. LINDLEY: Yeah. This is Rhyan Lindley, 3 I can go. 4 MR. WILKE: Go ahead, Rhyan. 5 EXAMINATION 6 BY MR. LINDLEY: 7 Q. All right, Mr. Garren. Are you able 8 to hear me okay? 9 A. Sure. 10 Q. Okay. I have a few questions for you 11 today, and I'd like to start out with valves 12 here. 13 Would you agree with me that there 14 are many different valve manufacturers? 15 A. Oh, yeah. 16 Q. Okay. 17 A. Yeah. 18 Q. Would you agree with me that there 19 are a lot of different applications for valves? 20 A. Correct. 21 Q. And would you agree with me that 22 valves serve many different functions in plants 23 such as the Duke plants? 24 A. Yes, of course. 25 Q. Okay. And because of that, is it	Page 172 1 A. -- known as something else. That's 2 what we always called them, steam dump. 3 Q. Sure. Sure. Okay. 4 Earlier you mentioned Fisher as a 5 brand of valves that you generally -- generally 6 recall during your time at Duke. What I'd like 7 to do is -- 8 A. Yes. 9 Q. -- try to separate your general 10 recollection of valves from what you can 11 specifically testify here today under oath as to 12 Fisher. Okay? 13 A. Yes. 14 Q. Okay. And like others mentioned 15 here, we don't want you to guess or speculate. 16 Okay? 17 A. Okay. 18 Q. Okay. Now you mentioned a number of 19 different types of valves, such as gate valves, 20 check valves. 21 Are those the types of valves that 22 you associate with Fisher? 23 A. Yeah. Check valves and gate and -- 24 check valves. Fisher made check valves. 25 Q. Okay. Do you associate Fisher with
Page 171 1 fair to say that valves aren't really 2 interchangeable? And by that I mean, you can't 3 take out a valve that is made for one purpose 4 and put in a different valve that may be made 5 for a different purpose; is that correct? 6 A. Oh, yeah. Correct. Yes. 7 Q. Okay. You mentioned steam dumps 8 earlier today. What do you associate with steam 9 dumps? 10 A. It's sort of like a valve. It's hard 11 to describe. I can't remember. I just 12 remember, you know, steam dumps is like relieve 13 some of the steam off the line. All sort of -- 14 they was flat. Didn't look like a valve. 15 They'd come off the line somewhere and how -- 16 that's all I remember. 17 Q. Did you do any work with these steam 18 dumps? 19 A. Yes. Welded quite a few in. 20 MS. REPORTER: I'm sorry, sir, you welded 21 and what? 22 THE WITNESS: Welded quite a few steam 23 dumps in my life. They might be -- 24 BY MR. LINDLEY: 25 Q. Okay.	Page 173 1 any other type of valve other than check valves 2 at Duke? 3 A. Gate, globe. That's all I remember. 4 A bunch of valves then. 5 Q. Okay. And what I'm getting at here 6 is if you have a personal knowledge or any -- 7 any specific memory of a type of valve that 8 Fisher was versus just general types of valves 9 that you recall seeing at Duke. 10 And from what I understand, you 11 associate Fisher with check valves, but do you 12 also associate them with gate valves? 13 A. I don't remember. I said that I will 14 retract that. I don't remember, man. 15 Q. Okay. And how about, you mentioned 16 globe valves. Do you associate Fisher with 17 globe valves? 18 A. You know, a globe valve, a gate, a 19 check, and a ball valve, best of my knowledge. 20 Q. Again, I understand -- I'm sorry. 21 I understand there are many types -- 22 different types of valves there, but what I'd 23 like to find out is what you recall sitting here 24 today what type of valve was a Fisher valve. 25 And so far I have check valves, but

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1 are you sure that you associate Fisher with any 2 other type of valve other than check valves? 3 A. Ball valve, I mean, globe. 4 Q. So check, ball, and globe. 5 Is that -- is that it? 6 A. Yes. 7 Q. Okay. Now, if I go down the list of 8 plants, would you be able to tell me any 9 specific plant where you recall seeing a Fisher 10 valve? 11 A. Well, for sure Oconee, Catawba, and 12 McGuire. And probably some in the coal-fired, 13 plants, but that's all I'm going to say. 14 Q. Okay. And when you say "probably" -- 15 MS. REPORTER: What was the last thing, 16 sir? 17 THE WITNESS: Excuse me? 18 MS. REPORTER: You said "probably some in 19 the." 20 THE WITNESS: Coal-fired plants. 21 MS. REPORTER: Coal-fired plants. Thank 22 you. 23 THE WITNESS: Yeah. 24 BY MR. LINDLEY: 25 Q. Okay. And when you say "probably," I	1 A. Well, you know, we'll -- we done all 2 the modifications, pipe work, associated 3 hangers. You know, that's what we done. We 4 were a modification crew/boiler tube. 5 Q. Okay. So you did your kind of 6 typical welding/modification work; is that 7 correct? 8 A. Correct. 9 Q. Okay. Do you have a recollection of 10 working with or around any Fisher valves during 11 the outages in 1983 at McGuire? 12 A. Yes, I do. 13 Q. Okay. And what is your recollection? 14 A. Well, I know we exchanged a bunch of 15 pipng out, put some Fisher valves in, and 16 that's about all. I wouldn't sat there and look 17 at a Fisher valve. We just weld it in. The job 18 was done. I was a welder, you know. 19 Q. Okay. Am I understanding you 20 correctly that in 1983 at these outages, your 21 work with or around a Fisher valve would consist 22 of welding it in the line; is that correct? 23 A. Correct. 24 Q. Okay. So this wouldn't involve any 25 flange gasket or packing work; is that correct?
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1 take it that means that you're not sure if you 2 saw Fisher valves at the coal-fired plants as 3 you sit here today; is that correct? 4 A. That's correct. 5 Q. And if you saw Fisher valves at 6 McGuire during your time there, that would have 7 been -- that plant was under construction. So 8 any Fisher valves would have been new valves 9 being installed; is that correct? 10 A. Correct. And I went back and worked 11 a lot of outages at McGuire, too, keep that 12 plant running. 13 Q. Okay. When did you go back to the 14 outages at McGuire? 15 A. Oh, probably in '83. I left McGuire 16 probably -- approximately '81. In fact, we got 17 the plant up and running, then we'd go back and 18 do outage work. 19 Q. Okay. And you think that outage work 20 was in 1983? 21 A. Somewhere around there. 22 Q. Okay. And what did you do for this 23 outage work in 1983? 24 A. What did I do? 25 Q. Right.	1 A. Well, yeah. You know, we cut a valve 2 out and put a new one in. You know, it would 3 have a -- we'd change the gaskets out of it, you 4 know. Put new gaskets -- put the new valve in, 5 we'd put new gaskets in, you know. 6 Q. Okay. So when you mentioned welding, 7 what are you welding? 8 A. I was a pipe welder, boiler tube. 9 Q. Okay. 10 A. I'm welding the valve into the 11 associated piping whether it's a flange joint 12 with studs in it, or it's just flange -- a 13 flange -- a welded flange, you know. Stick back 14 up to the valve, stick a gasket in it. 15 Q. Okay. And we'll come back to flange 16 gaskets here in a minute. 17 And you mentioned Oconee and Catawba. 18 Can you tell me what work you recall performing 19 on or around a Fisher valve at Oconee? 20 A. Yeah. I remember the -- you know, I 21 remember the Fisher valves. I know it'd be our 22 job to, you know, take them out and put a new 23 one in. If they were leaking, didn't have parts 24 for them, you know, the packing. 25 Q. And did you personally remove any

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1 packing from a Fisher valve at Oconee or any 2 other Duke plant? 3 A. Oh, yeah, you know. 4 Q. I'm sorry, sir, I didn't catch that 5 answer. Did you say no? 6 A. Oh, I was daydreaming. I'm sorry. 7 What was the question? Repeat it. 8 Q. Sure. I'm sorry. I asked if you 9 personally removed any packing from a Fisher 10 valve at Oconee or any other Duke plant or if 11 that was someone else's job to do that? 12 A. That was somebody else's job. I 13 probably removed the -- a gasket. Well, I -- 14 Q. Okay. By "gasket" -- 15 A. -- did remove gaskets. 16 Q. I'm sorry. Sorry to cut you off 17 there, sir. 18 By "gasket" you're referring to the 19 flange gaskets as you previously mentioned; is 20 that correct? 21 A. Correct. 22 Q. Okay. 23 A. But like I said earlier, you know, 24 they might -- we might just take that valve out 25 and then get parts for it or change the packing	1 know. You have the steam coming down on the 2 line for the coal plant down -- shut the whole 3 plant down. 4 BY MR. LINDLEY: 5 Q. Sure. And what I'd like to do is try 6 to separate general work that you recall being 7 performed on valves from work that you 8 specifically recall on a Fisher valve at 9 Catawba. 10 Are you able to do that? 11 A. You know, like I said before, I know 12 we installed Fisher valves. You know, I wasn't 13 a valve tech, you know. You know, we have a job 14 to, you know, change these valves out. We'd 15 tear them out and put a new one in, weld it in. 16 Q. Okay. 17 A. Most -- most of the time just scrap 18 it unless the valve tech wanted to look at it, 19 check the packing and, you know, they might 20 repack it and use it somewhere else. 21 Q. Sure. And on -- on the -- you 22 mentioned before that a lot of times when a 23 valve would be pulled out, it would just be 24 scrapped. On those occasions, there wouldn't be 25 any reason to try to remove any of the leftover
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1 or I wanted to watch, I'd be up there in the -- 2 they had a valve shop, you know. I'd go up 3 there and hang out some. 4 Q. Sure. And we'll talk about the 5 packing -- packing here in a second too, but I'm 6 just trying to get a sense of, you know, what 7 work that you performed hands-on. 8 You mentioned Fisher valves at -- at 9 Catawba. Could you describe to me what work you 10 recall performing on a Fisher valve at Catawba? 11 A. Well, just like the other plants, I 12 was a welder. You know, we put valves -- 13 MS. REPORTER: Sorry, sir? I'm sorry, sir, 14 could you start over? 15 THE WITNESS: Yes. 16 BY THE WITNESS: 17 A. I said, I was a welder. We installed 18 welding on a lot of valves. New construction 19 and in -- in the plant itself, we would go to -- 20 you know, they'd change valves out every so 21 often. Let's say they had a valve in the 22 line three or four years, it was a -- it was 23 better to go ahead and change it out and put a 24 new one in, and still lots of packing coming 25 loose and get the steam leak or whatever, you	1 flange gasket that was on the valve because 2 you're just throwing it out, right? 3 A. Correct. 4 Q. And what -- what -- do you have a 5 specific time frame at Oconee where you recall 6 installing any Fisher valves? 7 A. I know we put them in during -- 8 Q. You said you were there -- 9 A. -- construction. I know we put them 10 in during construction. And I come back and 11 worked outages at Oconee, so that was a real 12 popular valve at the time, a Fisher valve. Real 13 expensive. 14 Q. So I have that you were at Catawba 15 from -- from '81 to '83 when this was new 16 construction. Is this the time frame where you 17 recall installing a Fisher valve at Catawba? 18 A. Yes. And then after we finished 19 construction, we went back and done the outages. 20 Q. Sure. And what -- what years do you 21 recall going back to work outages at Catawba? 22 A. Oh, we was there -- I'm going to say 23 '81 to '83 during construction. We probably 24 went back '85, '86. You know, they had a couple 25 three outages a year. So in about a year's

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1 time, we'd always hit two at a plant or three of 2 them. 3 Q. Okay. How did you know that any 4 particular valve that you encountered was a 5 Fisher valve? 6 MR. WILKE: Objection. Asked and answered. 7 BY THE WITNESS: 8 A. I don't know. I guess I'd look at it 9 or have a tag on it. Fisher valves were tagged. 10 They had a tag up on the stem of them, you know, 11 and I -- that's -- that's how. 12 BY MR. LINDLEY: 13 Q. Okay. What did the tag say? 14 A. The tag would tell the date it was 15 manufactured, the -- the material, the ID 16 number. It had all kind of information on it. 17 Type of material, the grade. It all had tags on 18 them. 19 Q. Did it -- did it say Fisher on the -- 20 on the tag? 21 A. Yes, it did, you know. 22 Q. Sure. Do you recall how Fisher was 23 spelled on the tag? 24 A. F-i-s-h-e-r. I can't remember where 25 they were manufactured at.	1 know, 2-inch, 4-inch, 6, 8, 10, 12, you know. 2 Q. Okay. So for Fisher, you -- you 3 wouldn't be able to give me a size range 4 specific to the Fisher valves that you saw; is 5 that correct? 6 A. No. No. 7 Q. I'm sorry. My statement -- my 8 statement is correct? 9 Mr. Garren, was my statement correct? 10 A. Yes, you're correct. 11 Q. Okay. Thank you. Sorry about that. 12 What applications did the -- the 13 Fisher valves service at the Duke plants where 14 you saw them? 15 A. Well, they were on pressure lines, 16 high-pressure steam lines, you know. I'm sure 17 there was some there for chemical lines. 18 Q. Now, for the Fisher valves that you 19 mentioned on chemical lines, do you recall what 20 plant that you saw those? 21 A. Oconee, Catawba, McGuire. 22 Q. Do you recall what temperature ranges 23 these systems were? 24 A. Oh, they probably anywhere between -- 25 I'm saying 350 on up to 5, 6, 700 degrees.
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1 Q. Okay. What color were the Fisher 2 valves that you recall seeing at the Duke 3 plants? 4 A. Well, a lot of the Fisher valves were 5 stainless. Then they had some carbon valves, 6 you know, different applications wherever they 7 needed stainless or carbon. 8 Q. Okay. Other than stainless or 9 carbon, do you recall them being any particular 10 color? 11 A. Well, the stainless valve was shiny 12 and a carbon steel valve was like a -- could be 13 black, gray. 14 Q. Okay. Could you give me a size range 15 of the Fisher valves that you recall at the Duke 16 plants? 17 A. No. You know, I can't recall. I'm 18 sure there was some 2-inch, 4-inch, and 6-inch. 19 There's some big Fisher valves also, but that's 20 all I remember. 21 Q. So from the two -- do you -- do you 22 specifically recall seeing 2-inch Fisher valves? 23 Or are you saying generally you recall just 24 2-inch valves at -- at the Duke plants? 25 A. Just generally speaking. I mean, you	1 Q. Okay. How did the Fisher valves open 2 and close? 3 (Brief interruption.) 4 BY MR. LINDLEY: 5 Q. I'm sorry. 6 A. Hold on a minute. 7 Q. How did they open and close? I'm 8 sorry about that. Are you ready? 9 A. Well, you had a stem and a handle, 10 you could open and close it. 11 Q. Okay. So they -- they had a handle 12 on them? 13 A. Yes, a stem handle come up out of it. 14 Q. Okay. 15 MS. REPORTER: Are you saying steel handle, 16 sir? 17 THE WITNESS: Stem, s-t-e-m. A stem from 18 the -- 19 MS. REPORTER: Thank you. 20 THE WITNESS: -- comes up and you got a 21 handle on the top of it, you know. Open and 22 close it. 23 MS. REPORTER: Thank you. 24 THE WITNESS: You're welcome. 25

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1 BY MR. LINDLEY: 2 Q. Okay. I think you mentioned earlier 3 that you recall about 50 percent of the valves 4 that -- overall that you encountered being 5 flanged versus 50 percent that were threaded 6 connections. 7 Do you recall for Fisher if they were 8 threaded or flanged connections? 9 A. I don't think no Fisher valves were 10 threaded, you know. You couldn't hand those -- 11 Q. Were any of them -- I'm sorry. I'm 12 sorry. Go ahead, sir. 13 A. You couldn't have no threaded 14 connections on high-temperature, high-pressure 15 lines. 16 Q. Okay. 17 A. As we welded them. 18 Q. Were any of the Fisher valves welded 19 connections? 20 A. Yes. 21 Q. Could you say what percentage were 22 welded versus flanged for Fisher valves? 23 A. Probably 50/50. I mean, you talk 24 about a flange on the valve, you still have to 25 make a weld to tie it in to just the piping. Do	1 A. No, don't recall. 2 Q. Then you can't say that any Fisher 3 valve that you encountered contained any 4 original component parts; is that correct? 5 A. I don't understand the question. 6 Q. That's okay. 7 Did you ever have any special 8 training or certification to work on valves? 9 A. Oh, I went to valve school. We spent 10 about a week up there, you know, pull them apart 11 and repack them everything in school, but I 12 wasn't on the valve crew. I never worked on the 13 valve except that. Yeah. 14 Q. And where did this valve school take 15 place -- 16 A. Welded a bunch of them in. 17 Q. Sure. Where did this valve school 18 take place? 19 A. It was in Mount Holly, 20 North Carolina. You know, we went to 21 maintenance school up there. We probably went 22 eight weeks up there, you know. 23 Q. And was this part of Duke training? 24 A. Uh-huh. It was. 25 Q. Do you recall when this training took
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1 you know what I'm saying? 2 Q. Yeah. And I'm not talking about 3 the -- the piping itself. I'm talking about the 4 connection between the valve to the pipe. 5 Sometimes valves are welded to the pipe. 6 Do you recall if Fisher valves were 7 welded or flanged connections to the pipe? 8 A. Some of them were welded. Some of 9 them were flanged. 10 Q. Okay. And you think that was about 11 50/50 split? 12 A. Probably. 13 Q. Okay. Do you know when any of the 14 Fisher valves that you encountered at Duke were 15 originally installed? 16 A. Probably in the '70s. Some of them 17 before. 18 Q. Would you know anything about the 19 maintenance history of any Fisher valve that you 20 encountered at the Duke plants? 21 A. No, I wouldn't. 22 Q. Would you know how many times the 23 flange gaskets or packing associated with any 24 Fisher valves were replaced prior to you first 25 encountering the valve?	1 place, approximately what time frame? 2 A. Well, I was based at Oconee when they 3 sent us. It probably had to be somewhere -- I 4 don't know. Early '90s. 5 Q. Okay. You mentioned overall working 6 on 4 to 500 valves at Duke. Can you testify 7 here today how many of those times would have 8 been working on Fisher valves? 9 A. Probably about -- I don't know -- 70 10 or 80. 11 Q. Okay. And of those 70 or 80, are you 12 able to tell me about how many times you were 13 personally working on the valve versus just 14 maybe being around others who might have been? 15 MR. WILKE: Objection. Form. 16 BY THE WITNESS: 17 A. Only -- only thing I done to a valve 18 was weld one in, you know. Cut one out, put 19 another one in, a new one. 20 BY MR. LINDLEY: 21 Q. Okay. So you're saying you did that 22 work, removing the valve and putting it back in 23 approximately 70 to 80 times -- 24 A. Yes. 25 Q. -- is that -- do I have that right?

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1 Okay. Now, you mentioned before that 2 others removed packing from valves. Do you have 3 a memory of being around anyone who was removing 4 packing from a Fisher valve at Duke? 5 A. Yeah. I -- I knew some of them guys 6 worked on valves too, and they'd be in there, 7 you know, packing and repacking and everything. 8 Q. Sure. And I understand that you 9 recall seeing people packing and repacking 10 valves generally, but I guess what I'm asking is 11 a little bit more specific as to Fisher and 12 whether you have any specific memory of seeing 13 them do that on a Fisher valve? 14 A. All we have -- a valve would come in 15 a neutral plant. Valve techs, they took it 16 apart and checked the pack and repack it and 17 make sure, you know, they didn't want to just 18 put a valve in it. Maybe someone -- 19 manufacturer left the packing out. They get the 20 plant on line, it blows out, you know, a million 21 dollars a day when the plant's down. 22 Q. Sure. And -- 23 A. We repacked -- we repacked every 24 valve before it was installed. 25 Q. Sure. And I guess, again, my	1 you, you know, that valve's got asbestos packing 2 and that one -- that had asbestos packing in 3 place, you know. But back then, they wasn't as 4 careful as they are now, you know. 5 BY MR. LINDLEY: 6 Q. And then my question is -- is 7 specific to Fisher, not just generally someone 8 telling you that packing -- 9 A. Okay. 10 Q. -- on valves may -- may contain 11 asbestos. 12 I'm asking if you have any personal 13 knowledge that any packing that you saw removed 14 from a Fisher valve actually contained asbestos? 15 MR. WILKE: Same objection. 16 BY THE WITNESS: 17 A. I'm not gonna -- I don't know. I 18 don't remember. You don't want me to guess, and 19 I haven't guessed, you know. Maybe -- 20 BY MR. LINDLEY: 21 Q. Yeah, and I appreciate that. And 22 yeah, we don't want you to guess. We just want 23 to figure out what you know. 24 Would you agree with me that there 25 are types of packing that do not contain any
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1 question is a little bit more specific to Fisher 2 than just valves generally. 3 As you sit here today, do you have a 4 memory of this packing work being performed on a 5 Fisher valve at any specific plant at any 6 specific time when you were present? 7 A. Only at Oconee. I knew a lot of the 8 valve guys. I'd go up there, you know, and take 9 breaks with them and talk to them. 10 Q. Okay. And any packing that they were 11 taking out of a valve at that point, you 12 wouldn't be able to say how long that packing 13 had been there or if it had been previously 14 replaced; is that correct? 15 A. Correct. 16 Q. And you can't say who supplied or 17 made any of the packing that was removed from a 18 Fisher valve; is that correct? 19 A. Correct. 20 Q. Do you have any personal knowledge 21 that any packing removed from a Fisher valve 22 contained asbestos? 23 MR. WILKE: Objection. Form. 24 BY THE WITNESS: 25 A. Well, yes, I do because people tell	1 asbestos? 2 MR. WILKE: Objection. Form. 3 BY THE WITNESS: 4 A. Yes, I'm sure they make packing now. 5 I got to get up a minute and stretch. 6 My Lord. Oh, God. 7 MR. LINDLEY: Sure. Sure. No problem. 8 Should -- should we take five minutes? 9 MR. WILKE: Yeah. Let's take ten minutes. 10 And we'll come back at 4:05 your guys' time. 11 MR. LINDLEY: All right. Sounds good. 12 Thank you. 13 THE VIDEOGRAPHER: We are off the video 14 record at 3:54 p.m. Eastern time. 15 (Break taken.) 16 THE VIDEOGRAPHER: We are back on the video 17 record at 4:07 p.m. Eastern time. 18 THE WITNESS: Okay. 19 BY MR. LINDLEY: 20 Q. All right, sir. Back again here. 21 I'll try to be as brief as I can 22 here. Just wanted to go back to the types of 23 Fisher valves real quick. 24 You mentioned check, globe, and ball 25 valves. Just wondering if you're able to tell

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1 me if you recall seeing one of those types more 2 than any other, for example. Do you think the 3 check valves were more than globe or ball or 4 vice versa or what -- what can you tell me 5 about -- 6 A. Probably about the same. And I 7 remember the big valves with the actuator that 8 said Fisher, they were a bright green color. 9 You know, they had actuators and shutoff valves 10 and regulators, you know. 11 Q. Okay. And how many of those types of 12 valves do you recall seeing versus the other 13 types? 14 A. I'm going to say probably, you know, 15 the actuators, regulators, and the ball valves 16 and check valves and gate valves and probably 17 all about same amount through the plants. I 18 don't know. 19 Q. Okay. Getting back to the packing -- 20 A. I remember the Fisher being green. 21 Huh? 22 BY MR. LINDLEY: 23 Q. I'm sorry. Go ahead, sir. 24 MS. REPORTER: I'm sorry, sir. Yes. Could 25 you repeat that, please, sir?	1 Did you say that it was on -- on some 2 type of a roll or a spool? 3 A. Probably some type of roll or spool. 4 And, you know, valve techs just go over and 5 measure, cut out how big of a piece of packing 6 they need to fit the valve. 7 Q. Sure. And do you know who 8 manufactured or supplied any of that replacement 9 packing that was installed on a Fisher valve? 10 A. No, I don't. 11 Q. Do you have any personal knowledge 12 that any of this packing that was installed on a 13 Fisher valve actually contained any asbestos? 14 A. Yes. 15 Q. And what is your basis for that? 16 A. Well, you know, back in construction 17 days you didn't hear the term, but later on, 18 probably starting about '85, and that's got 19 asbestos in it and you need to bag it, tag it, 20 you know. 21 Q. Okay. And again, I'm not -- not 22 talking about just new packing that was being 23 installed generally. I'm talking about the -- 24 the packing that you recall seeing installed on 25 a Fisher valve.
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1 THE WITNESS: I just remember the Fisher 2 valves, I remember now they were a -- a green, 3 you know. And some of them operated -- some of 4 them operated manual and some of them was 5 operated MOV, motor-operated valves, you know. 6 BY MR. LINDLEY: 7 Q. Okay. 8 A. That's it. 9 Q. Now, going -- going back to the 10 packing here. As you sit here today, can you 11 testify that you were present while anyone else 12 ever installed new packing on a Fisher valve? 13 A. Yes, I was. 14 Q. At what location? 15 A. Oconee, Catawba, McGuire. 16 Q. And in terms of the new packing that 17 was being installed, do you recall if that came 18 on some type of a roll or a spool? 19 A. I believe it was on the roll on the 20 spool, then pull the packing out -- 21 Q. I'm sorry, sir. Did you say that -- 22 A. -- pull the -- pull the packing out, 23 whatever you needed and cut it. 24 Q. I'm sorry, I missed that, sir. The 25 phone cut out there.	1 Do you have any personal knowledge 2 that that packing installed on a Fisher valve 3 contained any asbestos? 4 A. Yes, I did. You know, later on from 5 about '85 on up to -- you know, so we're more 6 aware of asbestos. You know, back then in 7 construction, they just put it in there. You 8 know, nobody cared. 9 Q. Sure. And I understand that you 10 became more aware of asbestos as -- as time went 11 on, but my question is a little bit different. 12 Do you recall or do you have any 13 personal knowledge that any of the new packing 14 that was put into any Fisher valve while you 15 were present actually contained any asbestos, 16 without guessing or speculating? 17 A. Yes. Yes. 18 Q. Okay. And how do you know that? 19 A. Well, the valve techs would tell me 20 and usually there was a paper in the packing, 21 you know, it contains asbestos, you know, and 22 they'd tell you how to get rid of it. You know, 23 bag it and tag it. 24 Q. Sir, and I'm not -- I'm not talking 25 about anything that was removed. I'm talking

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1 about new packing that you saw being installed 2 on a Fisher valve. 3 Are you saying that either it came 4 with some type of a label or you heard it from a 5 valve tech? 6 A. I heard it from a valve tech. 7 Q. Okay. 8 A. You know, I had -- I had some friends 9 as valve tech. I'd go up there and hang out, 10 you know, and they'd be packing a valve, you 11 know. 12 Q. Okay. And you didn't personally 13 order any replacement packing or gaskets 14 associated with any Fisher valve; is that 15 correct? 16 A. No. No, I wasn't a valve tech. 17 Q. Okay. So my statement is correct? 18 A. Yes. 19 Q. Okay. And I believe you said that 20 Duke had kind of a storeroom or a -- or a shop 21 where the valve techs would obtain their 22 replacement parts for valves; is that right? 23 A. Well, they had a table in our machine 24 shop. That's where they put all the valves to 25 work on.	1 removed in connection with any Fisher valve; is 2 that correct? 3 A. That's correct. 4 Q. And in terms of any flange gasket 5 that was installed in connection with a Fisher 6 valve, you couldn't say who made or supplied 7 that flange gasket; is that correct? 8 A. Correct. 9 Q. And would you agree with me that 10 there are flange gaskets that do not contain any 11 asbestos? 12 MR. WILKE: Objection. Form. 13 BY THE WITNESS: 14 A. Probably now they have some. 15 BY MR. LINDLEY: 16 Q. Do you have any recollection of 17 working with or around a Fisher valve that was 18 externally insulated? 19 A. Yes. 20 Q. And at what location? 21 A. All locations. Oconee, Catawba, 22 McGuire. 23 Q. And you wouldn't know when that 24 insulation was installed; is that correct? 25 A. Probably during construction of the
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1 Q. Okay. Now, in terms of any flange 2 gasket that was removed from a Fisher valve in 3 your presence, you wouldn't know how long that 4 flange gasket had been installed; is that -- is 5 that correct? 6 A. Well, most of the time it tell you on 7 the work order, how long the valve had been in 8 there and put a new one in, you know. You could 9 read -- 10 Q. From the work order, it would say -- 11 I'm sorry, go ahead. 12 A. It say like valve's been installed 13 since, you know, 1977, you know. Might say 14 something like can't get no parts on it and 15 remove it and put a new one in. 16 Q. Okay. And that -- and the -- that 17 work order may say when the valve itself was 18 installed, but it wouldn't say if the valve had, 19 for example, been taken offline and the flange 20 gaskets replaced sometime between when it was 21 installed until, you know, when you first 22 encountered the valve; is that right? 23 A. That's correct. 24 Q. And you can't say who made or 25 supplied any of the flange gaskets that were	1 plants. 2 Q. So when you say "probably," that 3 leads me to believe that you might be guessing. 4 And as I understand from your previous 5 testimony, that valves were sometimes taken off 6 the line and that may or may not have involved 7 working with insulation. 8 So with respect to the Fisher valves, 9 you're not able to say whether that insulation 10 was original to when the plant was constructed 11 or if it had been removed and replaced a number 12 of times; is that correct? 13 A. Yes. That's correct. 14 Q. And you can't say that any of that 15 insulation actually contained asbestos; is that 16 correct? 17 A. No, I know the insulation contained 18 asbestos, man. And usually normally they're not 19 gonna replace a valve with insulate -- 20 constantly when they cut an old one out that's 21 non-working or leaking or whatever, they going 22 to reinsulate it. Was put back in wherever, 23 doing whatever. 24 Q. My question was a little bit 25 different than whether it would be reinsulated.

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Page 202 1 My question was in terms of the insulation that 2 you -- or insulation that you recall on a Fisher 3 valve. 4 You don't know if that actually 5 contained any asbestos; is that correct? 6 A. Well, you're probably right. I 7 probably heard it, you know. You know, you 8 don't want me to guess, so I'm not guessing. So 9 I agree with you. 10 Q. Okay. Now, I take it during your 11 career you've seen a new valve arrive at a 12 plant; is that -- is that right? 13 A. Correct. 14 Q. And would you agree with me that when 15 a new valve arrives at a plant, such as the Duke 16 plant, it does not come with insulation already 17 on it? 18 A. No. No. No -- 19 Q. When you say "no," are you -- I'm 20 sorry. Maybe I'll rephrase the question. 21 When a valve arrives at a plant such 22 as Duke, does it come with insulation already on 23 it? 24 A. No, never. 25 Q. It's insulated after it's installed	Page 204 1 BY THE WITNESS: 2 A. You know, when I would go up to where 3 the valve people hung out, I'd see the Fisher -- 4 I remember the Fisher, you know, Fisher control 5 valves and it would be the -- showed a big old 6 valve that was -- you know, wasn't color, but I 7 remember the big ones are green. 8 And I lost what I was going to say. 9 We were talking about -- help me out, man, 10 because I forgot what the question was. I'm, 11 you know, getting tired. 12 BY MR. LINDLEY: 13 Q. That's okay. It's getting -- getting 14 late in the day here. I just have a few more 15 here for you, I promise. 16 A. What was that last -- 17 Q. Do you recall seeing manuals -- did 18 you -- I'm going to follow up on that. 19 You recall seeing manuals in the shop 20 where the valve techs worked, but as a welder, 21 you wouldn't actually pull those manuals out and 22 start reading through them; is that right? 23 A. No, I looked at them. Well, they 24 had a -- they had all the valves on the wall, 25 the valves that were in the plant and it would
Page 203 1 at the plant; is that correct? 2 A. That's correct. 3 Q. And any decision whether to insulate 4 a valve would be made by someone at -- at the 5 Duke plant; is that correct? 6 MR. WILKE: Objection. Form. 7 BY THE WITNESS: 8 A. Maintenance, maintenance supervisor, 9 engineer. 10 BY MR. LINDLEY: 11 Q. And they -- they would make that 12 decision based on the function or the intended 13 purpose of the valve at the plant; is that 14 right? 15 A. Yeah. And, you know, pressure rating 16 or whatever, you know. That's correct. 17 Q. Okay. Did you ever see any manuals 18 or handbooks for Fisher valves at the Duke 19 plant? 20 A. I sure did. They had them -- they 21 had a list up there on the valve shop. I'd go 22 see them boys at the -- they'd have Fisher 23 manual books -- 24 MS. REPORTER: I'm sorry, sir, I'm having a 25 hard time hearing you.	Page 205 1 tell you, you know, you know, temperature can't 2 reach 350. Always had the welding procedure on 3 it too. So we'd have to pull one in, you know, 4 put the pack, you know. 5 Q. Did you ever see any specifications 6 that called for the use of any 7 asbestos-containing material in any Fisher 8 valve? 9 A. No, I didn't. 10 Q. Do you have any personal knowledge 11 that you were exposed to asbestos from any 12 product that was manufactured, sold, or supplied 13 by Fisher? 14 A. I'm sure I was. Among all the 15 others. 16 Q. And -- and what would that be? 17 A. Well, there was asbestos all over the 18 plants. You know, some of them have signs on 19 them, you know. 20 Q. Sure. And I'm not talking about 21 asbestos generally in the plant. 22 I'm asking you if you have any 23 personal knowledge that you were exposed to 24 asbestos from any product that was actually 25 made, supplied, or sold by Fisher?

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1 MR. WILKE: Objection. Form. Foundation. 2 BY THE WITNESS: 3 A. Oh, yeah. Yes. Yes. 4 BY MR. LINDLEY: 5 Q. Okay. And what is that? 6 A. Well, I welded a lot the Fisher 7 valves there and then, so I know -- and the old 8 ones, you know, they'd take the insulation off. 9 They wouldn't clean it. You know, you still 10 have to take a grinder or a flapper wheel and 11 clean both ends of the pipe inside and outside, 12 you know. 13 Q. Okay. And so you're referring to the 14 external insulation; is that correct? 15 A. Yes. Well, it was on the pipe, you 16 know. The internal insulation not -- won't get 17 in the system unless you open a pipe or 18 something up, a way to get it in, you know. 19 Q. Okay, sir. I appreciate your time 20 here today, and I think that's all I have for 21 you. 22 A. Well, thank you. You have a good 23 evening. 24 Q. You too, sir. 25 MR. WILKE: Hey, Rhyen, I just got --	1 and another color that separated each unit. You 2 know, if you seen line, a green copper line 3 running through there, okay, that's another unit 4 to get -- cross into. There would be signs too. 5 Q. Did they paint these lines in every 6 plant that you were in? 7 A. Yes. 8 Q. Do you know when they would have 9 painted these lines? 10 A. It was way after the plant was up and 11 running. And the paint, you know, peel off a 12 valve or something. Painters, they just touch 13 it up, you know, to make them look good, the 14 valves, pumps, whatever. 15 Q. Did they do this for the lines that 16 had the pumps on them too? 17 A. Yes. Yes. 18 Q. All right. Those are all the 19 questions that I had. 20 A. That was just to open the line up. 21 It's not going to be like, you know, they -- 22 they painted lines, put insulation on top of it. 23 It would just be the open system, open the 24 lines, you know, painted. Make the plant look 25 good, you know.
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1 THE WITNESS: Thank you. 2 MR. WILKE: -- two quick -- I got two quick 3 follow-up questions. 4 THE WITNESS: Okay. 5 MR. WILKE: Galen, are you good to go? 6 Like I said, it should take just a few minutes. 7 THE WITNESS: Yeah. 8 DEFENSE COUNSEL: Are we continuing 9 tomorrow? 10 MR. WILKE: Yeah. Well, let me -- let me 11 ask my questions first and then we'll talk about 12 what time we're starting tomorrow. 13 DEFENSE COUNSEL: Okay. 14 FURTHER EXAMINATION 15 BY MR. WILKE: 16 Q. Galen, when you were working at Duke 17 Energy, did they ever paint any of the valves or 18 any of the lines? 19 A. Yes. Yes. Cosmetic, make it look 20 good. Sure did. 21 Q. Did they paint certain lines a 22 certain color? 23 A. Yes, they sure did. You had -- I 24 forget, to separate the units, you know. There 25 was -- at Oconee I know it was a green and red	1 Q. Okay. So this -- these weren't the 2 insulated lines that they'd paint. They'd just 3 painted the -- the lines that were not 4 insulated? 5 A. Correct. Correct. 6 Q. Okay. Those are all the questions 7 that I have. 8 MR. WILKE: Does anybody have any 9 follow-up? 10 All right. We can go ahead and go 11 off the record. 12 THE VIDEOGRAPHER: All right. We are now 13 off the video record at 4:26 p.m. Eastern time. 14 That concludes today's deposition of Galen 15 Garren. 16 (WHEREUPON, the deposition was continued 17 to October 14, 2021 at 10:30 a.m. EST.) 18 ---- 19 20 21 22 23 24 25

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1 STATE OF ILLINOIS)
2) SS:
3 COUNTY OF WILL)
4

5 I, JILL D. COHN, CSR, RPR, in and for the
6 County of Will, State of Illinois, do hereby
7 certify that Galen Garren was first duly sworn
8 by me to testify the truth; that the above
9 deposition, Pages 6 through 210, was recorded
10 stenographically to the best of my ability and
11 reduced to typewriting under my personal
12 direction to the best of my ability; and that
13 the foregoing transcript of the said deposition
14 is a true and correct transcript of the
15 testimony given by the said witness at the time
16 and place previously specified.

17 I further certify that I am not counsel
18 for nor in any way related to any of the parties
19 to this suit, nor am I in any way interested in
20 the outcome thereof.

21 IN WITNESS WHEREOF, I do hereunto set my
22 hand and affix my signature this 12th day of
23 November, 2021.
24

25 JILL D. COHN, CSR, RPR
IL CSR #084-004645

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Discovery Deposition of
Galen Garren

Volume: II

Date: October 14, 2021

Case: GALEN GARREN and PAULETT GARREN, v. AIR &
LIQUID SYSTEM CORPORATION individually and as successor-
in-interest to BUFFALO PUMPS, INC.

No. 21-CP-40-02703

Court Reporter: Jill Cohn, CSR, RPR

Paszkievicz Court Reporting
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PLAINTIFF'S
EXHIBIT

20F

STATE OF SOUTH CAROLINA) IN THE COURT OF
) COMMON PLEAS
COUNTY OF RICHLAND) FOR THE FIFTH
 JUDICIAL CIRCUIT
C/A NO. 21-CP-40-02703

GALEN GARREN and PAULETT GARREN,)
)
Plaintiffs,)
)
vs.)
)
AIR & LIQUID SYSTEM CORPORATION)
individually and as)
successor-in-interest to)
BUFFALO PUMPS, INC.,)
)
Defendants.)

REMOTE VIDEOTAPED
DISCOVERY DEPOSITION OF
GALEN GARREN
VOLUME II

Taken on behalf of the Plaintiff
October 14, 2021

Jill Cohn, CSR, RPR
Certified Shorthand Reporter
License No. 084-004645

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1 INDEX 2 3 EXAMINATIONS: PAGE 4 Galen Garren 5 Examination By Ms. Bandy 6 6 Examination By Mr. Wilke 34 7 Examination By Mr. Meriwether 36 8 Examination By Ms. Sullivan 47 9 Examination By Mr. Lindley 51 10 11 NO EXHIBITS MARKED 12 13 14 15 16 17 18 19 20 21 22 23 24 25	1 APPEARANCES 2 3 PRESENT Remotely: 4 The Plaintiffs were represented by 5 Mr. Tyler Wilke of Flint Law Firm, LLC, 222 East 6 Park Street, Suite 500, Edwardsville, Illinois 7 62025. 8 9 PRESENT Remotely: 10 The Defendant, Covil Corporation, was 11 represented by Ms. Katherine Bandy and 12 Ms. Ashley Brathwait of the law firm of Ellis 13 Winters, 4131 Parklake Avenue, Suite 400, 14 Raleigh, North Carolina 27612. 15 16 PRESENT Remotely: 17 The Defendant, ViacomCBS Inc., was represented 18 by Ms. Katie Baird of Evert Weathersby Houff, 19 3455 Peachtree Road NE, Suite 1550, Atlanta, 20 Georgia 30326. 21 22 PRESENT Remotely: 23 The Defendant, Velan Valve Corp., was 24 represented by Brittany Bihun of the law firm of 25 Gordon Rees Scully Mansukhani LLP, 40 Calhoun Street, No. 350, Charleston, South Carolina 29401. PRESENT Remotely: The Defendants, Daniel International Corporation; Fluor Enterprises Inc.; Fluor Daniel Services Corporation; Fluor Constructors International, Inc., were represented by Mr. Scott Frick of the law firm of Haynsworth Sinkler & Boyd, One North Main, Second Floor, Greenville, South Carolina 29601. PRESENT Remotely: The Defendants, Goulds Pumps, LLC; Grinnell, LLC, were represented by Mr. Robert Meriwether of the law firm of Nelson Mullins, 1320 Main Street, Columbia, South Carolina 29201.
Page 3	Page 5
1 STATE OF SOUTH CAROLINA) IN THE COURT OF 2) COMMON PLEAS 3 COUNTY OF RICHLAND) FOR THE FIFTH 4 JUDICIAL CIRCUIT 5 C/A NO. 21-CP-40-02703 6 7 GALEN GARREN and PAULETT GARREN,) 8) 9 Plaintiffs,) 10) 11 vs.) 12) 13 AIR & LIQUID SYSTEM CORPORATION) 14 individually and as) 15 successor-in-interest to) 16 BUFFALO PUMPS, INC.,) 17) 18 Defendants.) 19 20 REMOTE VIDEOTAPED DISCOVERY DEPOSITION OF 21 GALEN GARREN, produced, sworn, and examined on 22 behalf of Plaintiff, October 14, 2021, between 23 the hours of 10:43 a.m. EST and 11:48 a.m. EST 24 of that day, before Jill Cohn, Certified 25 Shorthand Reporter. VOLUME II	1 APPEARANCES (CONTINUED): 2 3 PRESENT Remotely: 4 The Defendants, Fisher Controls International 5 LLC; The J.R. Clarkson Company LLC, were 6 represented by Mr. Rhyon Lindley of the law firm 7 of vonBriesen & Roper SC, 10 East Doty Street, 8 Suite 900, Madison, Wisconsin 53703. 9 10 PRESENT Remotely: 11 The Defendant, Aurora Pump Company; BW/IP, Inc. 12 And Its Wholly-Owned Subsidiaries, were 13 represented by Ms. Kimberly Sullivan of the law 14 firm of Womble Bond Dickinson, One West Fourth 15 Street, Winston-Salem, North Carolina 27101. 16 17 ALSO PRESENT: Ms. Taylor Bozarth, 18 Videographer 19 Paszkiewicz. 20 21 IT IS HEREBY STIPULATED AND AGREED by 22 and between Counsel for the Plaintiff and 23 Counsel for the Defendants, that this deposition 24 may be taken in shorthand by JILL COHN, a 25 Certified Shorthand Reporter, and afterwards transcribed into typewriting, and the signature of the witness is reserved by agreement of counsel and the witness.

2 (Pages 2 to 5)

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CONFIDENTIAL

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October 14, 2021

Page 6	Page 8
1 THE VIDEOGRAPHER: This is the continued 2 videotaped deposition of Galen Garren, 3 Volume II. Today's date is October 14th, 2021. 4 The time is now 10:43 a.m. Eastern time. All 5 attorneys present will be indicated on the 6 Stenographic record. 7 The court reporter will now remind 8 the witness of his oath. 9 (Witness sworn.) 10 MR. WILKE: All right. Is there anyone 11 that wishes to -- to lead us off? 12 MS. BANDY: I can begin if no one else 13 needs to go. 14 MR. MERIWETHER: Or no, I'm happy to defer 15 to Ms. Bandy, so. So -- 16 MS. BANDY: Does that work for you or -- 17 yes? 18 MR. MERIWETHER: Absolutely. So, Hi, 19 Galen. I'll talk to you in a little bit. 20 THE WITNESS: Okay. 21 EXAMINATION 22 BY MS. BANDY: 23 Q. Good morning, Mr. Garren. My name is 24 Katherine Bandy. I represent one of the 25 defendants in this case.	1 Q. Wonderful. 2 So I'm -- I'm going to start off with 3 just a few easy questions to get us started. 4 When you were a Duke employee and you were 5 working at the Duke sites you mentioned 6 yesterday, Duke led all of your safety meetings; 7 is that right? 8 A. Excuse me? 9 Q. When you were a Duke employee at the 10 Duke facilities -- 11 A. Yeah. 12 Q. -- you talked about yesterday -- 13 A. Yes. 14 Q. -- Duke led the safety meetings you 15 attended; is that right? 16 A. Yes. 17 Q. Okay. And -- and when you were a 18 Duke employee, Duke paid for your salary for the 19 job that you did, correct? 20 A. Correct. 21 Q. Okay. And -- and when you were a 22 Duke employee, all of your supervisors also 23 worked for Duke Power? 24 A. Correct. 25 Q. Okay. And you, as a Duke employee,
Page 7	Page 9
1 A. Okay. 2 Q. And I would like to ask you a few 3 brief questions just to clarify some of your 4 testimony. 5 Can you hear me okay? 6 A. Yeah. 7 Naveo [phonetic], how come I can't 8 see her on the screen? 9 BY MS. BANDY: 10 Q. You can't see me? 11 A. No. 12 Show content. 13 MS. REPORTER: Do we want to go off the 14 video record? 15 MR. WILKE: Yeah, let's go off real quick. 16 THE VIDEOGRAPHER: Okay. The time is 17 now -- the time is now 10:45 a.m. Eastern time. 18 We are now off the video record. 19 (Discussion off the record.) 20 THE VIDEOGRAPHER: We are now back on the 21 video record at 10:47 a.m. Eastern time. 22 BY MS. BANDY: 23 Q. Good morning. Okay. So you can hear 24 me and see me now, Mr. Garren? 25 A. Yeah, sure can.	1 looked to your Duke Power supervisors to know 2 what jobs to do, what tasks to perform? 3 A. Correct. 4 Q. Okay. Great. 5 And you looked to your Duke 6 supervisors, but not to contractors or other 7 vendors for what you were supposed to do at Duke 8 facilities; is that right? 9 A. Correct. 10 Q. Okay. And I think you mentioned 11 this, maybe yesterday or in your prior 12 deposition, but Duke had engineers and other 13 specialists that determined, you know, what 14 materials would be used at Duke sites; is that 15 right? 16 A. Correct. 17 Q. Okay. And when you were working at 18 Duke sites, everybody there, you know, whether 19 they worked for Duke Power or some other 20 contractor, they had to follow Duke's plan for 21 the jobs to get it done the way Duke wanted; is 22 that right? 23 A. Yes. Yes. Correct. 24 MR. WILKE: Objection. Form. Foundation. 25

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Page 10 1 BY MS. BANDY: 2 Q. Okay. Okay. So now I'm going to 3 talk a little bit about -- you know, yesterday 4 you were very detailed and careful to explain 5 your role at Duke Power, and I'm going to ask a 6 few questions about, you know, what was not your 7 role. You know, what were other people's jobs. 8 So you -- 9 A. Yeah. 10 Q. -- you were not involved in 11 specifying what products were used at Duke Power 12 sites; is that right? 13 A. Run that by me again, please. 14 Q. Sure. Sure. 15 So it wasn't your job to defied or -- 16 defied or specify what products, you know, were 17 ordered and used at Duke facilities? 18 A. That's -- that's -- that's right. 19 That's correct. 20 Q. Okay. And you didn't handle, you 21 know, getting bids from contractors or suppliers 22 at Duke sites? 23 A. No. No, never. 24 Q. Okay. Okay. And you didn't do any 25 ordering of tools or supplies at Duke sites?	Page 12 1 do right there. So we had to get some 2 insulation and move it out of the work, and I've 3 done that several times. 4 Q. Okay. But you didn't work in -- in 5 the warehouse or where the material was -- 6 A. No. 7 Q. -- stored; is that right? 8 A. No. No. 9 Q. Okay. 10 A. I had to go -- I had to go up there 11 to get stuff out of the warehouse. 12 Q. Got it. 13 A. Okay. 14 Q. And you were not in charge of 15 overseeing installation of insulation at Duke 16 Power facilities; is that right? 17 A. That's right. That's correct. 18 Q. Okay. And you did not log or 19 inspect, you know, the types of insulation that 20 was removed or installed at Duke facilities? 21 A. Well, the only inspection I'd do, if, 22 you know, they -- they took some insulation off 23 a pipe, I'd have to go down and, you know, 24 inspect -- do an inspection to make sure all 25 the -- basically all the asbestos was off the
Page 11 1 A. No. 2 Q. Okay. And you were not a supervisor 3 in the sense that you didn't inspect what the 4 contractors there were doing to make -- you 5 know, were doing? 6 A. That's also correct. 7 Q. Okay. And you were not involved in 8 ordering materials including insulation 9 materials for Duke Power facilities? 10 A. That's correct. 11 Q. Okay. And you were also not involved 12 in storage or warehousing those materials 13 including insulation material at Duke Power 14 facilities? 15 A. Well, you know, if the insulators had 16 some material in the way, you know, we'd move 17 it. You know what I'm saying? We'd have to 18 move it to get in there and do our work. You 19 know -- 20 Q. Okay. But in terms -- 21 A. -- they piled insulation sometimes 22 all -- huh? 23 Q. Go ahead. 24 A. You know, sometimes they piled 25 insulation up everywhere and we'd have a job to	Page 13 1 pipe and the -- it was clean outside, inside. 2 Q. Okay. But it wasn't your job to look 3 at what type of insulation it was -- 4 A. No. 5 Q. -- is that correct? 6 A. No. No. 7 Q. Okay. 8 A. Correct. 9 Q. Okay. Great. 10 And it -- it wasn't your job to 11 monitor, you know, what Duke insulators or other 12 insulators were doing at any given time, was it? 13 A. That's correct also. 14 Q. Okay. But it sounds like from what 15 you were saying yesterday that you did see 16 different folks, you know, performing their 17 trades in passing and that you drew some 18 conclusions about the work they were doing. 19 Does that sound right? 20 MR. WILKE: Objection. Form. 21 BY THE WITNESS: 22 A. Well, I don't really understand the 23 question. You -- you asked -- 24 BY MS. BANDY: 25 Q. Okay.

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Page 14 1 A. -- I mean, I'd see them install. I 2 know their job was they were going to be 3 insulating something there. 4 Q. Okay. I'll -- I'll rephrase the 5 question and make it a little more clear. 6 So yesterday you mentioned seeing 7 different insulators. In passing, one of the 8 company names you mentioned was Covil and -- 9 A. Correct. 10 Q. -- it -- if you saw them in passing 11 like you were -- mentioned, you didn't know 12 whether they were, you know, delivering 13 materials or whether they were going to insulate 14 somewhere, did you? 15 A. Well, unless I'd see them carrying 16 the insulation to and through the building, 17 which happened quite often, no. 18 Q. Yeah. Yeah. But if you see them -- 19 if you were seeing them carrying materials, you 20 didn't know if they were delivering them to Duke 21 employers or whether they were going to install 22 it themselves, did you? 23 A. Well, most of the time Covil, they 24 were -- they were going to install the 25 insulation themselves. They were a contractor,	Page 16 1 material around. They were -- they were in the 2 process of installing it or staging it 3 somewhere. 4 Q. Got it. Okay. 5 And during your work with Duke Power, 6 you worked -- and I think you've mentioned this 7 several times -- you worked around a number of 8 people doing many different jobs, including 9 people from different -- 10 A. Yes. 11 Q. -- companies, not Duke, right? Okay. 12 And -- 13 A. Yes, correct. 14 Q. And I think you've established that 15 you saw Duke insulators performing insulation 16 work, correct? 17 A. Yes. 18 Q. Okay. Did you see them installing as 19 well as removing insulation material? 20 MR. WILKE: Objection. Asked and answered. 21 BY THE WITNESS: 22 A. Repeat that question, please. 23 BY MS. BANDY: 24 Q. Yeah. So am I correct that -- I'll 25 just move on, actually.
Page 15 1 you know. Duke wouldn't be installing it. They 2 would be doing all the installation with Covil. 3 Q. But Duke had -- 4 A. You know what I'm saying? 5 Q. -- insulators, correct? 6 Yeah. I -- I think I understand what 7 you're saying. 8 But Duke had insulators, correct? 9 A. Yes, but they didn't work together 10 with Covil. 11 Q. So when you saw a -- Covil insulators 12 in passing, how did you -- were you -- were they 13 carrying material; is that what you saw? 14 A. Oh, a lot of times they were carrying 15 material. I'd pass when they was insulating a 16 pipe, you know. You could tell -- 17 Q. Uh-huh. 18 A. -- they were Covil because they'd 19 have Covil sticker on the hardhat. 20 Q. Okay. But if you were seeing them 21 just carrying material, you didn't actually know 22 that they were going to install it, right? They 23 could have just been delivering it somewhere? 24 A. Well, most of the time I seen them 25 carrying material, they wouldn't be carrying	Page 17 1 How did you tell the difference 2 between Duke insulators and -- and other 3 contractor insulators? 4 A. Well, you know, the color of the 5 hardhat, you know. 6 Q. So I think yesterday you mentioned 7 that you saw Covil employees had hardhats, but 8 you could not remember what the logo looked 9 like. So what was it about -- 10 A. No. 11 Q. -- their hardhat -- 12 A. They was -- they -- they was set 13 different from ours. They probably had -- back 14 in the day, they probably had something about, 15 you know, we strive with safety or safety is 16 number one, you know. 17 Q. How did -- 18 A. Now where did you go? I just lost 19 you. 20 THE VIDEOGRAPHER: I'm sorry. This is 21 the -- 22 BY THE WITNESS: 23 A. I'm fine. I don't have to look. 24 I'll just answer -- 25 MS. REPORTER: I -- I can't --

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Page 18 1 BY THE WITNESS: 2 A. -- the question. 3 THE VIDEOGRAPHER: I'm sorry, this is the 4 video -- 5 BY THE WITNESS: 6 A. Let me see if I can try and get you 7 back up there. 8 MR. WILKE: Hey, Galen. Galen, hold on a 9 second. 10 MS. REPORTER: I'm not getting -- and I'm 11 not getting the full answer. 12 MR. WILKE: Galen, hold on a second. Let 13 us get the -- let's -- 14 THE WITNESS: Hold on now. Here it is. 15 10 percent battery. Let me charge this laptop 16 up. I had it fully charged yesterday. 17 MS. REPORTER: Katherine, I did not get a 18 full answer. 19 MS. BANDY: Okay. I'll re-ask the 20 question. 21 THE VIDEOGRAPHER: Okay. I'm sorry. This 22 is the videographer. It looks like Mr. Garren 23 has turned off his video. 24 THE WITNESS: Well, I had -- 25 (Simultaneous cross-talk ensues.)	Page 20 1 Covil might even had a shirt on that said Covil 2 on it. I don't remember. You asked me this 3 question at least a half a dozen times. 4 Q. I'm sorry to repeat. We got a 5 little -- a few interruptions. But I didn't try 6 to backtrack. 7 A. Well -- well -- well, I'm sorry, but 8 we're trying to get through this and I'm really 9 getting ill, you know. 10 Q. I'm sorry to hear that you're feeling 11 bad -- 12 A. Okay. Go ahead. 13 Q. Okay. I will try to move forward as 14 efficiently as I can. Thank you. 15 So did -- how did you recognize the 16 different contractors that were involved in 17 insulation from each other? 18 A. Different hardhats. 19 Q. Okay. Was it different by -- you 20 said shape, I believe? 21 A. Color -- color, style, that's how you 22 identified everybody during construction. 23 Boilers had gray hardhat. Pipefitters had blue. 24 Different color hardhats. 25 Q. Okay. And the -- and what about the
Page 19 1 THE VIDEOGRAPHER: So -- 2 MS. REPORTER: Are we off the record? 3 THE VIDEOGRAPHER: Do you want to go off 4 the video record? 5 MR. WILKE: Yeah, let's go off the record. 6 Yep. 7 THE VIDEOGRAPHER: Okay. The time is now 8 10:58 Eastern time. We are now off the video 9 record. 10 (Break taken.) 11 THE VIDEOGRAPHER: We are now back on the 12 video record at 11:00 o'clock a.m. Eastern time. 13 BY MS. BANDY: 14 Q. Mr. Garren, you can still hear me 15 okay, right? We good? 16 A. Yes. 17 Q. Oh, okay. Great. 18 Okay. So we were talking about the 19 different insulators that were working at Duke 20 Power facilities, and I was asking you: How did 21 you tell the difference between Duke insulators 22 and other contractor insulators? 23 A. Hon, I told you this several times. 24 You keep asking this question. Because the 25 different style of hardhats, the stickers, and	Page 21 1 insulators? 2 A. The insulators had different style 3 hardhats than Duke. 4 Q. They had different style. Okay. 5 Did they also have different color 6 hardhats? 7 A. They look -- they look -- they look 8 different from the Duke's employees' hardhats. 9 Q. Okay. Because of -- because of 10 style, I think you said, right, and logo? 11 A. The style -- 12 Q. Okay. 13 A. -- and they had Covil on them. 14 Q. Okay. Okay. And yesterday -- let's 15 see. Let me just move forward. I'm going to 16 talk about a few specific facilities that you 17 mentioned yesterday. We're going to start with 18 McGuire. 19 I think yesterday you said that you 20 saw some Covil employees at McGuire; is that 21 right? 22 A. Correct. 23 Q. Okay. What -- what years do you 24 think you -- what you saw were Covil employees 25 at McGuire?

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Page 22 1 A. I'm going to say the late '70s, early 2 '80s. I think I left McGuire '80, '81, and I 3 told you all this stuff and I keep repeating 4 over and over and over -- 5 Q. Uh-huh. 6 A. -- again, you know. 7 Q. Okay. So you think you saw Covil 8 employees at McGuire in the early 1980s; did I 9 understand that right? 10 A. Yes. 11 Q. Okay. And what -- what did you see 12 them doing there? 13 MR. WILKE: Objection. Form. 14 BY MS. BANDY: 15 Q. Okay. 16 A. Carrying -- carrying insulation 17 around and insulating pipe and putting on it, 18 you know. 19 Q. Okay. And can you describe any 20 specific instances of you performing work within 21 10 feet of a Covil employee while you were at 22 McGuire? 23 A. You know, you asked me something that 24 happened 40, 45 years ago and, you know, you 25 don't want me to guess so I'm not gonna guess.	Page 24 1 Q. Okay. And what were you doing during 2 that time? 3 A. I was probably welding. You know, I 4 was a welder, that was my trade. But there was 5 pipefitters down there with me. We were 6 installing some type of equipment, pipe or 7 valves or... 8 Q. Uh-huh. And I think you said you 9 thought you saw some Covil employees installing 10 insulation; is that right, during that time? 11 A. Yes. I mean, you done asked me that 12 question about 12 or 15 times. 13 Q. Well, thank you for your patience. 14 Are there any other instances at 15 McGuire that you can discuss or that you can 16 recall? 17 I'm going to move to Catawba -- 18 A. No, not really. 19 Q. -- and ask a question. Okay. 20 I'm going to move on to Catawba. You 21 mentioned Catawba yesterday. 22 What years would you say that you saw 23 what you thought were Covil employees at 24 Catawba? 25 A. Well, I was at Catawba -- these are
Page 23 1 But I'm sure I worked around Covil employees 2 while they were insulating. 3 Q. Okay. Would you know if that was 4 within 10 feet? How close would you say that 5 was? 6 A. Probably within 10 feet -- 7 MR. WILKE: Objection. 8 BY THE WITNESS: 9 A. -- probably closer. 10 BY MS. BANDY: 11 Q. Okay. Can you say what building that 12 might have been in? 13 A. Well, it had to be in an auxiliary 14 building. I worked auxiliary building that 15 whole time I was at McGuire. 16 Q. Okay. And how often would that have 17 occurred that you were working within 10 feet of 18 the Covil -- 19 A. Occasionally. Occasionally. 20 Q. Occasionally. 21 So would that be -- you know, can you 22 say in terms of a number of weeks or was it a 23 number of days? 24 A. I don't know. Just occasionally I 25 would encounter them.	Page 25 1 approximate dates, you know, you're looking 2 at -- I was at Catawba for -- I wasn't there 3 about a year and a half and I transferred to 4 Oconee. It was in '81 or '82. 5 Q. Okay. 6 A. Then I went to Oconee because I come 7 back from Catawba and worked a lot of shutdowns 8 and did insulation, you know. 9 Q. And what did -- what work did you see 10 Covil employees doing at Catawba? 11 A. They were insulators. That's all 12 they did, honey. Insulate pipe. They did not 13 do -- 14 Q. Yeah. 15 A. -- nothing else. They were 16 insulators. 17 Q. So they were -- they were installing 18 new insulation? 19 A. Well, they could have been taking the 20 old off. Well, at -- at McGuire and Catawba, 21 they were probably putting new insulation on 22 because it was a new system, you know. 23 Q. Uh-huh. 24 A. The pipes hadn't been insulated. You 25 know, you run all these pipes and all these

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1 valves and you insulate everything, you know. 2 So it was probably insulation they were putting 3 on new pipes, valves, components, whatever. 4 Q. Okay. Thank you. 5 All right. Can you describe any 6 specific instance where you were performing work 7 within 10 feet of a Covil employee at Catawba? 8 A. You've already asked me that. I said 9 occasionally. 10 Q. Yes, sir. I was referring -- 11 A. I mean, you're asking me -- you're 12 asking me something that happened 40 years ago, 13 you know. And since then -- you know, we in our 14 70s, honey. We're not computer savvy. I don't 15 remember like I used to. You know, I don't get 16 around like I used to. 17 And I apologize for being ill. I 18 mean, I -- you know, I'm just getting out of 19 bed. I ain't, you know, back's hurting. I'm 20 hurting all over. I'm going to sit up a little 21 straight. Okay. We're ready to go again. 22 Q. Okay. Like I said, I'm moving along 23 as quickly as I can and -- 24 A. Yeah. 25 Q. -- appreciate that you're not feeling	1 video record at 11:11 a.m. Eastern time. 2 BY MS. BANDY: 3 Q. So may -- just going back to Catawba. 4 Am I correct that you don't have a specific 5 memory of working with within 10 feet of a Covil 6 employee there? 7 A. I don't recall. 8 Q. Okay. I'm going to move on to 9 Oconee. What years do you think you saw Covil 10 employees at Oconee? 11 A. At where? 12 Q. Oconee. 13 A. Oconee. 14 Q. Uh-huh. 15 A. Probably in the '85, '90s, you know. 16 Q. And do you recall what work you saw 17 them performing there? 18 A. Well, at Covil all they did was, 19 like, that was their trade. They would be doing 20 nothing but insulating. No other. No other 21 thing. They were insulators. 22 Q. Okay. And can you describe the 23 specific instance where you performed work 24 within 10 feet of a Covil employee at Oconee? 25 A. I don't -- I don't recall.
Page 27	Page 29
1 well. So -- 2 A. I'll be okay. But, I mean, I just 3 want to ask you something, why did you keep 4 asking me the same question over and over? Are 5 you trying to trip me up or -- 6 MR. WILKE: Hey -- 7 BY THE WITNESS: 8 A. -- what? You ask me the same 9 question -- 10 MR. WILKE: Hold on -- 11 BY THE WITNESS: 12 A. -- over and over. 13 BY MS. BANDY: 14 Q. No, sir. I asked you about McGuire, 15 and now I'm asking about Catawba. 16 A. How long talk to you, ma'am. 17 MR. WILKE: Katherine, can we go off the 18 record real quick? 19 MS. BANDY: Sure thing, yeah. 20 MR. WILKE: Okay. 21 THE VIDEOGRAPHER: The time is now 22 11:09 a.m. Eastern time. We are now off the 23 video record. 24 (Break taken.) 25 THE VIDEOGRAPHER: We are now back on the	1 Q. Okay. 2 A. I just remember them being on the 3 job. 4 Q. Okay. All right. I'm going to move 5 forward and talk about Robinson Nuclear. You 6 mentioned that facility yesterday; is that 7 correct? 8 A. Yes. 9 Q. Okay. Am I correct that you were not 10 a Duke employee when you worked there? 11 A. Yes, I was a contractor. I done left 12 Duke. 13 MS. REPORTER: I'm sorry? 14 BY MS. BANDY: 15 Q. Okay. So am I correct -- 16 A. Yes, you're correct. I done left 17 Duke. Well, I got laid off in '96 and I was 18 probably contracting for Carolina Energy or 19 Atlantic -- the Atlantic Group. I contracted a 20 bunch. I can't -- I can't remember all the 21 people I worked for after I left Duke, you know. 22 Q. Okay. So am I correct that this 23 would have been after 1996? 24 A. Yes. Correct. 25 Q. Okay. And yesterday I think you

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Page 30 1 mentioned that you thought you saw some Covil 2 workers there; is that correct? 3 A. This is at Oconee. Robinson -- 4 Q. At Oconee? 5 A. -- Robinson. 6 Q. At Robinson, okay. 7 A. We're at Robinson. We were talking 8 about Robinson. I'm sorry. Yes, I seen some 9 there. 10 Q. Okay. 11 A. I don't recall what time, what year. 12 Q. But it was after 1996? 13 A. You know, some of the jobs we have at 14 McGuire -- yeah. McGuire, we had 5,000 people 15 on the job. 5,000 people on the job. Can you 16 imagine all the trades and just how many people 17 on this job there were. 18 MR. WILKE: Hey, Galen? Galen, just -- 19 THE WITNESS: Yes. 20 MR. WILKE: -- answer the question that she 21 asked so we can move this along a little faster. 22 Okay? 23 THE WITNESS: Okay. 24 BY MS. BANDY: 25 Q. Sir, if I were to represent to you	Page 32 1 BY MS. BANDY: 2 Q. Uh-huh. So if they were 3 removing insulate -- 4 A. I'll probably have to -- go ahead. 5 Q. If they were removing in- -- if they 6 were removing insulation, how did you know what 7 brand they were removing? 8 A. Oh, excuse me. I thought you was 9 installing. I seen the boxes of insulation. I 10 didn't know. I had no idea what they were 11 removing. It would be -- most of it be a -- a 12 white insulation with a white cover on it and 13 the yellow on the inside. I seen all that. 14 Q. Got it. Okay. That -- that 15 clarifies my question. Thank you. 16 A. Okay. 17 Q. And when you saw insulators re- -- 18 you know, removing insulation at any of the Duke 19 sites you were at, did you have any personal 20 knowledge about whether that insulation was 21 original to the plant or whether it had been 22 replaced previously when -- 23 A. I don't recall. 24 Q. Okay. Last question. So you 25 remember being deposed about a year and a half
Page 31 1 that Covil was no longer in business after 1991, 2 can you explain why you have -- why you think 3 you saw Covil employees there? 4 A. Well, that's just -- you know, this 5 happened 40 years ago. I can't -- I can't 6 recall, you know. 7 Q. Okay. I just have a couple -- just 8 basically two major -- two questions left 9 about -- 10 A. Okay. 11 Q. -- your prior testimony. 12 Yesterday you mentioned that you saw 13 Covil employees removing insulation and that 14 there's some parts about your testimony 15 yesterday that I -- were not clear to me. 16 Do you know what brands of insulation 17 you saw Covil employees removing? 18 MR. WILKE: Objection. Form. Asked and 19 answered. 20 BY THE WITNESS: 21 A. I don't recall specific brands. 22 Maybe Cer- -- Cerawool, Owens Corning. Those 23 were the two I remember. That's C-e-r-w -- 24 Cera- -- Cerawool. 25	Page 33 1 ago in 2020; is that right? 2 A. Repeat the question, please. 3 Q. You -- you were deposed in December 4 of 2020; is that correct? 5 A. Disposed? 6 Q. You had a deposition previously 7 before this one? 8 A. Oh, yes, a seven-hour deposition. 9 Motel. 10 Q. And in that -- in that testimony, do 11 you recall being asked about outside 12 contractors? 13 A. I'm sure I was asked that question. 14 Q. Okay. I'll -- I'll represent to you 15 that in that testimony you were asked about 16 outside contractors, but did not mention Covil. 17 And now you testified that you saw Covil 18 employees at a few Duke sites; is that your new 19 testimony? 20 MR. WILKE: Objection. Form. 21 BY THE WITNESS: 22 A. You know, I seen Covil employees 23 insulators. I couldn't tell you where it was 24 at, what date it was. 25

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Page 34 1 BY MS. BANDY: 2 Q. Uh-huh. Sir, I'm just trying to 3 understand why you mentioned this time, but not 4 in the previous deposition. 5 A. Well, I guess I forgot about it. You 6 know, I'm 71 years old. My memory is not what 7 it's like. You all are asking me stuff that 8 happened 40 years ago, you know. And I can't 9 remember all this, you know. 10 Q. I understand. 11 Sir, those are all my questions. And 12 I really appreciate your time today. 13 A. Well, thank you. I apologize for me 14 getting ill, but this is rough for me getting 15 through. 16 MR. WILKE: Katherine, I just have a quick 17 follow-up. 18 EXAMINATION 19 BY MR. WILKE: 20 Q. Galen, can you hear me okay? 21 A. Yeah. 22 Q. Okay. So earlier you were asked if 23 you had a specific recollection of working 24 around Covil employees at Catawba, McGuire, and 25 Oconee.	Page 36 1 coffee. 2 THE VIDEOGRAPHER: The time is now 3 11:20 a.m. Eastern time. We are now off the 4 video record. 5 (Break taken.) 6 THE VIDEOGRAPHER: We are now back on the 7 video record at 11:30 a.m. Eastern time. 8 EXAMINATION 9 BY MR. MERIWETHER: 10 Q. Lovely. All right. Mr. Garren, my 11 name is Robert Meriwether. I'm down in 12 Columbia. I appreciate your speaking to us 13 today. 14 I think I can cut some stuff short by 15 just saying the deposition that you just 16 mentioned, that one that was last December, 17 December the 17th, to be exact, the one that was 18 done down at the Holiday Inn Express in -- in 19 Leland. 20 A. Yes, sir. 21 Q. I know that was a long one. I think 22 it's more than 300 pages' worth of testimony. I 23 know you were under oath then and you swore to 24 tell the truth and the whole truth and nothing 25 but the truth and all that good stuff.
Page 35 1 Do you recall that? 2 A. Yes. 3 Q. And it's your understanding that you 4 don't have a specific recollection of a specific 5 time that you worked around Covil employees. 6 You just have a general recollection of working 7 around Covil employees -- 8 A. That is absolutely correct. 9 Q. Okay. Those are all the questions I 10 have. 11 MR. MERIWETHER: If nobody else wants to go 12 and presuming Brother Garren does not need a 13 short break or even -- 14 THE WITNESS: I need a break, man. I need 15 a break. I apologize. I am wore out. 16 MR. WILKE: Let's take a -- 17 THE WITNESS: My hands are hurting, 18 cramping. My back is killing me. 19 MR. WILKE: Galen, how long of a break do 20 you need -- 21 THE WITNESS: Break, Tyler. 22 About ten minutes. 23 MR. WILKE: Okay. We'll -- we'll come back 24 at 11:30 Eastern time. 25 THE WITNESS: Okay. Finish -- finish my	Page 37 1 There's no need to go back through 2 all of that again. You stand by those answers, 3 right? 4 A. Yes, sir. 5 Q. Lovely. All right. That will cut 6 things short. 7 Now, one of the things that I'm not 8 sure that anybody went into in a great deal of 9 detail here was the -- I mean, you're a welder 10 and I'm not sure anybody went through a lot of 11 the welding -- 12 MS. REPORTER: I'm sorry, sir, you're very 13 muffled. Could you start over? 14 MR. MERIWETHER: Absolutely. 15 BY MR. MERIWETHER: 16 Q. I'm not sure that we went through in 17 that deposition some of the details of your job 18 as a welder. So let me -- 19 A. Okay. 20 Q. -- ask you this: You did some stick 21 welding, I assume. 22 A. A lot of it. 23 Q. Yep. 24 A. A lot of JIG welding. 25 Q. Did -- did you do any MIG?

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1 A. Very little MIG, TIG, man. I worked 2 nuclear station. They were 100 percent x-ray 3 work, welding, you know. 4 Q. Right. 5 A. Top of the line. 6 Q. Did you do any gas welding? 7 A. No, that's -- that's old school. You 8 don't do stuff like that at a nuclear station. 9 Q. Understood. 10 Now, when you were welding, you 11 talked about the fact that the welds would be 12 x-rayed later to check to make sure that 13 everything had been done properly, right? 14 A. Correct. 15 Q. And I know that there are a number of 16 OSHA or ASHA requirements for welding, right? 17 A. Correct. 18 Q. And you had to comply with all those 19 OSHA mandates? 20 A. A hundred percent, yes, sir. 21 Q. And when you were doing welding at 22 the nuclear facilities, there's a whole nother 23 set of regulations that are for nuclear 24 facilities that you had to comply with, right? 25 A. Correct.	1 Q. Sure. Was your welding apron, was it 2 insulated on the inside? Do you know? 3 A. Sir, we don't -- I mean, that's old 4 school. I can sit here and talk from here to 5 midnight about welding. I was top of the line. 6 We didn't -- we didn't use welding aprons. You 7 know, we had a pair of jeans on, usually a 8 Wrangler shirt. Sometimes if we were making a 9 harder-type weld, we'd have a sleeve and it'd 10 keep from burning your arm, you know. 11 Q. Right. I understand. All right, 12 sir. 13 Now, under the OSHA regulations, you 14 had to do some protection of equipment around 15 you or anything that was flammable that couldn't 16 be moved, did you use -- 17 A. Correct. Correct. 18 Q. -- a welding cloth? 19 A. Yeah. We used asbestos. We used 20 a -- you know, we -- we laid it and the table 21 frays. And if we had a real hot piece of pipe, 22 big pipe, you know, we'd -- we'd wrap the 23 asbestos on the side of it, keep from burning 24 our arms, you know, off from welding, you know. 25 Yes, sir, a lot of times.
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1 Q. And when you were doing welding, what 2 kind of personal protective equipment did you 3 use? Did you have a face shield or goggles at 4 all times? 5 A. Well, welding, man, I mean, you know, 6 wasn't goggles. I had a -- I had a face shield, 7 welding hood, you know -- 8 Q. Right. 9 A. -- always. You can't -- you can't 10 weld without a hood, I mean, you know. 11 Q. All right. How about a sort of 12 protection against fire and sparks? Did you 13 have gauntlets or gloves? 14 A. Gloves. You know, long-sleeve shirt, 15 you know. 16 Q. Right. Did you have any insulated or 17 fire-protective, you know, gauntlets or sleeves 18 or an apron or anything? 19 A. Yes. Yes, sir. Yes. 20 Q. Were the gloves insulated on the 21 inside with cloth? 22 A. I don't remember. 23 Q. That's fine. You've seen what I'm 24 talking about, though, right? 25 A. Yes, sir.	1 Q. And this was just like a sheet of 2 what we call A-cloth, that is asbestos cloth, 3 right? 4 A. Well, back when I was at McGuire, we 5 had the real deal. It was real thick and white, 6 sort of stringy. You know, you could use fire 7 protection for everything. 8 Q. Understood. 9 And did there come a time when you no 10 longer used the old asbestos cloth or A-cloth as 11 your welding curtain or your welding shield and 12 you went to -- 13 A. Yeah. In about -- I remember in 14 about '77, '78, '79, CE Revis, he said: Hey, 15 Galen, we got to get this stuff off the job, 16 they've outlawed it. Big rolls. I mean, I 17 picked up a roll and he'd pick up a roll. Said 18 he was the oldest man, I couldn't do it now. So 19 we started getting it up a little bit. Still 20 get it, you know. It was a long time till they 21 got it all off, you know. 22 Q. All right, sir. Now, did they just 23 have those rolls of asbestos cloth on the job 24 and you just cut however much you needed back in 25 the old days?

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Page 42 1 A. That's correct. That's correct. 2 Q. And you'd just use a good pair of 3 shears or like a tin snip or something to cut 4 it? 5 A. We had a box cutters, a little 6 aggravating to cut it, lagging on the edge, you 7 know. We'd get usually a helper, I said: Go up 8 there and cut about 6 feet of that asbestos. I 9 got to make a weld underneath this pipe and 10 bring it down here. We had helpers back then. 11 Q. Understood. 12 All right. Could you reuse that same 13 piece over and over until it wore out? 14 A. Correct. Yes, we did that. 15 Q. Sure. And you would just fold it up 16 and put it in your kit, or would you take it 17 back to the roll? I mean, was it kind of yours 18 until you wore it out? 19 A. Yeah. 20 Q. All right. 21 A. I'd fold it up, you know. 22 Q. Sure. 23 A. I -- I might lay back and take me a 24 15-minute nap on it, you know. Use that for my 25 damn pillow, man, after I finish the weld. You	Page 44 1 what you're supposed to do. 2 Q. Understood. 3 A. And you had to sign all your steps 4 off in sequence, you know. And if you had a 5 question on the step or something, you'd call 6 the maintenance supervisor and then he -- this 7 N/A step or we need to do this or document. 8 There's a lot of paperwork, man. 9 Q. And I presume there's probably even 10 more paperwork when you were on nuclear. 11 A. Oh, my God. I'll give you an example 12 real fast. They'd say, well, Galen, you and 13 Gary go down here and put this half-inch valve 14 in. You'd have a package this thick. Can you 15 see me? Paperwork that thick to do that 16 half-inch valve. 17 Q. I understand. So you -- 18 A. It's more -- it's more now. 19 Q. Let me ask you this: When you are 20 going to different kinds of welding, did you 21 ever have to weld inside a closed container or a 22 closed -- 23 A. Oh, yeah. Oh, yeah. 24 Q. And did you have to wear an airline 25 respirator to do that?
Page 43 1 know, we done everything. People wouldn't 2 believe. I've cut asbestos and made me a cape 3 where I can keep from getting burned like Clint 4 Eastwood and then hold it, you know, keep from 5 getting burned up. 6 Q. Understood. You're not the first 7 person to tell me that you did that. 8 Now, when you were being instructed 9 on the kinds of OSHA safety requirements or even 10 the nuclear safety requirements, who told you 11 about those? 12 A. Would you repeat that question, 13 please. 14 Q. We talked about, you know, on every 15 jobsite you had to comply with OSHA safety 16 requirements. 17 A. Yes. Yes. Yes. 18 Q. At the nuclear jobsites you also had 19 special nuclear requirements. 20 A. Yes. 21 Q. Who -- who told you about those? Who 22 kind of instructed you? 23 A. Well, the foreman and then we had 24 a -- you know, you had a work package. If you 25 go down to do a job, it'd tell you step to step	Page 45 1 A. You're gonna like this. I -- in the 2 days, I went a bunch of times -- you know what, 3 take an airline, break it loose, and throw it in 4 there because that's what the area had, all 5 dusty. 6 Q. Okay. 7 A. You heard that before? You heard 8 that before? It breaks an airline loose and 9 throw it in that big tank and tangle it up with 10 you -- 11 MS. REPORTER: I'm -- 12 BY THE WITNESS: 13 A. -- that's what you had. Dust 14 everywhere. 15 MS. REPORTER: Galen, could you just slow 16 down for me just a little bit? Thank you. 17 THE WITNESS: Yes. Yes. 18 BY MR. MERIWETHER: 19 Q. So instead of giving you the airline 20 respirator, they would just throw the airline in 21 there and let it blow. 22 A. Yeah. 23 Q. Okay. 24 A. We didn't have no respirators back 25 then.

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1 Q. Okay. 2 A. The painters might have had one. 3 Q. Okay. 4 A. No one wore one. 5 Q. Later on did you see people wearing 6 the full airline respirator when they were in 7 the tank? Is that like late in your career, 8 maybe? 9 A. It would be late late. 10 Q. Sure. Sure. 11 A. In the late '90s. 12 Q. Okay. 13 A. I never wore one. 14 Q. Okay. And did you ever wear 15 underneath your welding shield, did you ever 16 wear a little -- like a dust mask? Not an 17 airline respirator, but just like a little -- 18 A. Never. Never. 19 Q. Like what we wear today for COVID. 20 A. Excuse me? 21 Q. You know, kind of like a little dust 22 mask like we wear today for COVID. 23 A. No. No. 24 Q. Okay. Thank you very much. I 25 believe that's all I've got. I appreciate your	1 I just have a few questions for you, 2 Mr. Garren. 3 A. Okay. 4 Q. You've been asked so many things now 5 that -- that some of the things I was going to 6 ask you have already been asked. So my list has 7 been -- 8 A. Well, good. 9 Q. -- cut down. 10 And I -- I read your deposition from 11 Mr. Jonas's case. 12 A. Okay. 13 Q. And so I don't want to repeat things 14 that you've already been asked. Okay? 15 A. Correct. 16 Q. Okay. But I do want to just confirm 17 a couple of things. 18 At your other deposition, you were 19 asked some questions about Aurora pumps and 20 Byron Jackson pumps. And -- 21 A. Yes. 22 Q. -- I don't want to repeat that, but 23 can we rely on the answers that you gave before 24 regarding those pumps? 25 A. Sure.
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1 patience. 2 A. Well, thank you, sir. You have a 3 good one. 4 Q. You too. 5 MR. WILKE: Is there anyone else that has 6 any questions for Mr. Garren? 7 MS. SULLIVAN: Hi there, this is Kimberly 8 Sullivan. I have just a few questions if this 9 time is good. 10 MR. WILKE: Go ahead, Kimberly. 11 THE WITNESS: How you doing, young lady? 12 EXAMINATION 13 BY MS. SULLIVAN: 14 Q. Hi, Mr. Garren. How are you doing? 15 A. Well, how you doing, Kimberly? 16 Q. I'm doing very well. I've got my 17 puppy sleeping at my feet here. He's nice and 18 happy, so that makes me happy. Hopefully he 19 will stay quiet. 20 A. Well, I've got my German Shepherd 21 with me. He's my companion. 22 Q. Good. 23 A. My big German Shepherd. Oh. 24 Q. Okay. Well, good. My daughter wants 25 a German Shepherd.	1 Q. Okay. Great. And also, with the 2 work that you were doing, you did not work on 3 any of the Aurora or Byron Jackson pumps 4 themselves, correct? 5 MR. WILKE: Objection. Form. 6 BY THE WITNESS: 7 A. Well... 8 BY MS. SULLIVAN: 9 Q. In other words, you -- you talked 10 about cutting them off and removing them, but 11 what I'm asking you -- 12 A. Yes. Yes. 13 Q. -- is you didn't work on the pump 14 itself? 15 A. No, I -- you know, maybe I'd have to 16 weld it back in, but just in tying to the pump, 17 I'd be welding it, you know. Yes, ma'am. 18 Q. Okay. In other words, you weren't -- 19 A. I wasn't -- I wasn't on -- I wasn't 20 on the pump because I was a welder, you know. 21 We'd assist them, get the pump out. But they 22 might be, you know, disassembling it, taking it 23 apart, you know. 24 Q. Okay. But you didn't work on taking 25 apart the pumps themselves, correct?

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Page 50 1 A. That's correct. 2 Q. Okay. And you do not know what 3 the -- the prior maintenance history was of any 4 of the Aurora or Byron Jackson pumps, correct? 5 A. No. The only thing I knew if they 6 changed the one out, I figured it'd been in 7 there for a while and they were changing it out 8 for maintenance or couldn't get parts for it or 9 something wrong with it. 10 Q. Okay. But you wouldn't know what may 11 have been done with that pump before when you 12 weren't around, correct? 13 A. Correct. 14 Q. Okay. That's all the questions I 15 have for you, Mr. Garren. Thanks so much. 16 A. Well, you have a great day. 17 Q. You too. 18 A. Thank you. 19 MR. WILKE: Does anyone else have any 20 questions for Mr. Garren at this time? 21 MR. LINDLEY: Hey, Tyler, this is Rhyan 22 Lindley. I just have literally four follow-ups 23 if nobody else has any questions at this point. 24 MR. WILKE: Go ahead, Rhyan. 25	Page 52 1 BY MR. LINDLEY: 2 Q. Do you know what the handles were 3 used for? 4 Okay. Do you know what the handles 5 were used for? 6 A. Yes, to close the valve off and open 7 it up. 8 Q. Okay. 9 A. The manual ones. 10 Q. And you mentioned some valves that 11 were on chemical lines. Do you know what was 12 flowing through those chemical lines or what 13 type of chemical it was? 14 A. Oh, I'm trying to think. They had 15 this white stuff, you seen it all over the pipe 16 and as soon as we used it. And I can't think of 17 it. White -- white powder, it was all over the 18 systems, you know. 19 MS. REPORTER: I'm sorry. Did you say 20 white pipe, sir? 21 THE WITNESS: White powder. 22 MS. REPORTER: Powder. Thank you. 23 BY THE WITNESS: 24 A. It was all over the systems. I 25 forgot what you called it. Chemistry used a lot
Page 51 1 EXAMINATION 2 BY MR. LINDLEY: 3 Q. Mr. Garren, I just have a few 4 follow-up questions for you. I'll be very 5 short. Okay? 6 A. Okay. 7 Q. Do you hold any certifications from 8 the American Society of Mechanical Engineers? 9 A. No, I don't. 10 Q. Do you hold any certifications from 11 the National Board of Boiler and Pressure Vessel 12 Inspectors? 13 A. No. 14 Q. Now, you mentioned some valves 15 yesterday when we were talking about Fisher that 16 had handles on them. Do you know if those -- 17 A. Yes. 18 Q. -- valves were operated by the 19 handles or were they mechanically operated? 20 A. Well, some of them was mechanically 21 operated. They had them big -- I remember those 22 green Fisher valves had instrumentations in 23 them. And some of them was mechanically and 24 some was automatic, you know. That's -- 25 (Simultaneous cross-talk ensues.)	Page 53 1 of it. 2 BY MR. LINDLEY: 3 Q. Okay, sir. That's all I have for 4 you. Again, I thank you for your time. 5 A. Well, thank you, man. Have a good 6 one. 7 Q. You too. 8 MR. WILKE: Does anyone else have any 9 questions for Mr. Garren? 10 All right, Galen. Hearing none, your 11 deposition is now complete. 12 Jill, we will go ahead -- 13 THE WITNESS: Well, thank you. 14 MR. WILKE: -- and waive signature. 15 THE VIDEOGRAPHER: Okay. Are we ready to 16 go off -- 17 MR. WILKE: Thank you, Galen. 18 THE VIDEOGRAPHER: Are you ready to go off 19 the video record? 20 MR. WILKE: Yes, please. 21 THE VIDEOGRAPHER: Okay. We are now off 22 the video record at 11:48 a.m. Eastern time. 23 This concludes the deposition of 24 Galen Garren, Volume II. 25 (Signature waived.)

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1 STATE OF ILLINOIS)
2) SS:
3 COUNTY OF WILL)
4

5 I, JILL D. COHN, CSR, RPR, in and for the
6 County of Will, State of Illinois, do hereby
7 certify that Galen Garren was first duly sworn
8 by me to testify the truth; that the above
9 deposition, Pages 6 through 53, was recorded
10 stenographically to the best of my ability and
11 reduced to typewriting under my personal
12 direction to the best of my ability; and that
13 the foregoing transcript of the said deposition
14 is a true and correct transcript of the
15 testimony given by the said witness at the time
16 and place previously specified.

17 I further certify that I am not counsel
18 for nor in any way related to any of the parties
19 to this suit, nor am I in any way interested in
20 the outcome thereof.

21 IN WITNESS WHEREOF, I do hereunto set my
22 hand and affix my signature this 12th day of
23 November, 2021.

24 JILL D. COHN, CSR, RPR
25 IL CSR #084-004645

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TRACY JOLLY PAVLISH, individually	) C/A No. _____
and as Personal Representative of the Estate	)
of BEVERLY DALE JOLLY, and	) In Re:
BRENDA RICE JOLLY	) Asbestos Personal Injury Litigation
	) Coordinated Docket
Plaintiffs,	)
v.	) Mesothelioma
	) Wrongful Death and Survival Action
COVIL CORPORATION	)
	)
SENTRY INSURANCE AGENCY, INC.	)
	)
SOUTHERN INSULATION, INC.	) <u>SUMMONS</u>
	)
STARR DAVIS COMPANY, INC.	)
	)
STARR DAVIS COMPANY OF S.C., INC.	)
	)
TRAVELERS CASUALTY AND SURETY	)
COMPANY	)
	)
ZURICH AGENCY SERVICES, INC.	)
	)
ZURICH AMERICAN INSURANCE	)
COMPANY, a/k/a ZURICH NORTH	)
AMERICA, INC.	)
	)
Defendants.	)
	)

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

Respectfully submitted,

s/Theile B. McVey

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November 7, 2019

Spartanburg, South Carolina.

TRACY JOLLY PAVLISH, individually
and as Personal Representative of the Estate
of BEVERLY DALE JOLLY, and
BRENDA RICE JOLLY

Plaintiffs,

v.

COVIL CORPORATION

SENTRY INSURANCE AGENCY, INC.

SOUTHERN INSULATION, INC.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

TRAVELERS CASUALTY AND SURETY
COMPANY

ZURICH AGENCY SERVICES, INC.

ZURICH AMERICAN INSURANCE
COMPANY, a/k/a ZURICH NORTH
AMERICA, INC.

Defendants.

C/A No. _____

In Re:
Coordinated Docket

Mesothelioma
Wrongful Death and Survival Action

COMPLAINT

(Jury Trial Demanded)

Plaintiffs TRACY JOLLY PAVLISH, individually and as Personal Representative of the Estate of BEVERLY DALE JOLLY, and BRENDA RICE JOLLY sue the named Defendants for compensatory and punitive damages, by and through her attorneys, and come before this court and allege 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, BEVERLY DALE JOLLY, on behalf of all persons entitled to recover damages.

2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:

- (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
- (b) Contracting to supply services or things in the State;
- (c) Commission of a tortious act in whole or in part in this State;
- (d) Having an interest in, using, or possessing real property in this State; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. The Defendants that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of asbestos-containing products and raw material.

4. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

5. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Decedent Beverly Dale Jolly to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

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

7. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

8. Decedent worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

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

assume the risk-spreading role of each such “alternate entity;” and that each such defendant enjoys the goodwill originally attached to each “alternate entity.”

DEFENDANT	ALTERNATE ENTITY
ZURICH AMERICAN INSURANCE COMPANY,	A/K/A ZURICH NORTH AMERICA, INC.

10. Plaintiffs have 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.

11. Plaintiffs have 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.

12. As a direct and proximate result of the conduct as alleged within, Decedent Beverly Dale Jolly suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

13. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Beverly Dale Jolly incurred liability for physicians, surgeons, nurses, hospital care, medicine,

hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiffs' medical treatment is ascertained.

14. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Beverly Dale Jolly incurred, and will incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

15. The Plaintiff TRACY JOLLY PAVLISH is currently a resident of the State of North Carolina and Plaintiff BRENDA RICE JOLLY currently a resident of the State of South Carolina. Decedent BEVERLY DALE JOLLY was exposed to asbestos during the course of his career, including but not limited to, various job sites located in South Carolina.

16. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims

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

17. Defendant, **SENTRY INSURANCE AGENCY, INC.**, ("Sentry" or "Covil's Alter Ego") is a Delaware corporation with its principal place of business in Wisconsin. SENTRY INSURANCE AGENCY, INC. is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Sentry was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

18. Defendant, **SOUTHERN INSULATION INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION INC. is sued as a Product Defendant. SOUTHERN INSULATION INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Southern Insulation Inc., exposed tens of thousands of people, including the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION INC. arise out of this Defendant's business activities in the State of South Carolina.

19. 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 the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

20. 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 the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

21. Defendant, **TRAVELERS CASUALTY AND SURETY COMPANY**, (“Travelers” or “Covil’s Alter Ego”) is a Connecticut corporation with its principal place of business in Connecticut. TRAVELERS CASUALTY AND SURETY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Travelers was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

22. Defendant, **ZURICH AGENCY SERVICES, INC.**, (“Zurich AS” or “Covil’s Alter Ego”) is a Massachusetts corporation with its principal place of business in Illinois. ZURICH AGENCY SERVICES, INC., is an insurance company subject to the jurisdiction of this Honorable Court, which, on information and belief, at all times pertinent herein was the liability insurer of Defendant Covil Corporation and by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Sentry was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

23. Defendant, **ZURICH NORTH AMERICA, INC. A/K/A, ZURICH AMERICAN INSURANCE COMPANY** (“Zurich” or “Covil’s Alter Ego”) is a New York corporation with its principal place of business in Illinois. ZURICH NORTH AMERICA, INC., is an insurance company subject to the jurisdiction of this Honorable Court, which, on information and belief, at all times pertinent herein was the liability insurer of Defendant Covil Corporation and by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Sentry was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

BACKGROUND FACTS

24. Plaintiffs Tracy Jolly Pavlish and Brenda Rice Jolly bring this action for monetary damages as a result of Decedent Beverly Dale Jolly contracting an asbestos-related disease.

25. Decedent Beverly Dale Jolly was diagnosed with mesothelioma on or about January 16, 2016, and died from this disease on September 1, 2018.

26. Decedent's mesothelioma was caused by his exposure to asbestos during the course of his employment.

27. From 1979 to 2003, Decedent Beverly Dale Jolly was employed by Duke Power at various locations and held different occupational titles, beginning as a pipefitter and retiring as an ultrasonic quality control inspector. While employed by Duke Power, Decedent Beverly Dale Jolly worked at Catawba Nuclear Station; McGuire Nuclear Station; Oconee Nuclear Station; Belews Creek Power Station; Riverbend Steam Station; Marshall Steam Station; Buck Steam Station; Dan River Steam Station; and Cliffside Steam Station, among other Duke Power facilities in South Carolina and North Carolina.

28. During various times throughout his life, including during the 1960s and 1970s, Decedent Beverly Dale Jolly worked in both occupational and non-occupational capacities performing construction work involving asbestos-containing construction products including, but not limited to, joint compounds and wall textures.

29. During the course of Decedent's employment at the location(s) mentioned above, during both occupational and non-occupational work projects and in other ways, Decedent Beverly Dale Jolly was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

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

31. Decedent Beverly Dale Jolly was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

32. Plaintiffs are informed and believe, 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.

33. As a direct and proximate result of the conduct as alleged within, Decedent suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

34. As a direct and proximate result of the conduct as hereinafter alleged, Decedent incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

35. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent incurred, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FACTUAL BACKGROUND AS TO COVIL

36. Covil was an installer of thermal insulation, including thermal insulation which at certain times contained asbestos.

37. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

38. Covil's operations from 1964 through at least 1986 included the installation, repair, replacement, removal or disturbance of thermal insulation and other building materials and that those operations exposed persons to asbestos who thereby suffered bodily injury (the "Asbestos Allegations").

39. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil ("Covil Asbestos Suits").

40. From at least in or about 1991, until the appointment of the Receiver, on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by the Primary Insurers, specifically defendants Zurich American Insurance Company ("Zurich"), Sentry Casualty Company ("Sentry") and United States Fidelity and Guaranty Company ("USF&G") and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil's affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹ During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

41. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil's current and future debts.

42. From at least in or about 1991, continuing until appointment of the Receiver, Zurich, Sentry, and USF&G, in conjunction with their lawyers and the lawyers, managed Covil, making all determinations as to use and the disposition of Covil's assets which consisted primarily of corporate documents and insurance policies.

43. The Primary Insurers, and as of 2018, the Alter-Egos made all determinations as to the disposition of Covil Asbestos Suits as well as the treatment and characterization of claims under the Covil insurance policies.

44. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers' alter ego, and/or controlled entity.

45. The Primary Insurers and their lawyers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

46. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

47. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

48. Each of the lawyers actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

49. In addition to controlling the assets and affairs of Covil, the Primary Insurers unilaterally hired agents for Covil, including experts and a professional 30(b)(6) witness to act as and on behalf of, and to constitute Covil, de facto or de jure.

50. The Primary Insurers are required to act in good faith and to engage in fair dealing in all of their actions in regards to Covil.

51. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, name partner in the one of the lawyers' firm, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

52. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, i.e., the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

53. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

54. The attorney's conduct of litigation involving an insured client is also governed by established law. See, e.g., Rule 1.8(f), RPC, Rule 407, SCACR ("A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship;"); Rule 5.4(c), RPC, Rule 407, SCACR ("[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services").

55. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil's Alter Ego.

56. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

57. The result of the Alter-Ego's actions were to effectuate the Primary Insurers' desire that no Covil separate and apart from the Alter-Egos would exist.

58. The Alter-Egos' complete control over Covil, and management of Covil's affairs, including but not limited to the Covil asbestos suits.

59. Asbestos litigation is littered with the bodies of those who made and sold asbestos containing insulation. Some of the largest companies in the world, many of them insured by the Primary Insurers, have gone bankrupt because of the harm asbestos insulation causes. That any reasonable person believed that Covil would not be found liable in amounts far exceeding the claimed liability limits of the Primary Insureds is difficult to fathom.

60. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?

10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.

10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Zurich would recommend that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

61. Defendants acted in concert when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of their duties to Covil.

62. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

63. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

64. Primary Insurers have entered into a joint venture with each other to take over Covil and become Covil. For example:

- a. A special combination of the Primary Insurers and Covil for the specific venture of limiting or eliminating Covil as a direct voice in the management of Covil's assets so that the Primary Insurers would protect and save their money;
- b. The retention of a separate corporate personality for Covil would promote fraud, wrong, injustice and contravene public policy; and.
- c. Each Primary Insurer had an equal right to control the conduct of their joint venture and of Covil.

65. Covil has become the alter ego of the Primary Insurers:

- a. The Primary Insurers have shown a total domination and control over Covil;
- b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of the Insurers;
- c. The insurers misused their domination of Covil and were not entitled to dominate Covil; and.
- d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.
- e. The Primary Insurers were the principals and Covil the agent or agency:

- f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
- g. The course of dealing between the principal and the agent clearly show no independent Covil; and
- h. Primary Insurers became active participants in Covil rather than simply insurers.

66. Primary Insurers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Primary Insurers are the Alter-Ego of Covil and thus, responsible for the debts, present and future, of Covil.

67. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

68. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

69. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

70. Because the Primary insurers, for nearly 30 years, have controlled Covil, they have made Covil's defense of asbestos litigation nearly, if not completely, impossible.

71. The Primary insurers took no steps to accumulate or preserve Covil's documents. The Primary Insurers took no steps to procure or preserve the testimony of material fact witnesses who, through the passage of time, are now no longer available to Covil.

72. The result of these failures is that Covil is now irretrievably defenseless in asbestos cases. These failures will continue to haunt Covil at all times going forward. Because of this, the

Primary insurers can now no longer claim that any control or domination of Covil and the damages resulting therefrom ended in November of 2018 with the appointment of the receiver.

73. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

75. At all times herein mentioned, each of the named Defendants and/or via the doctrine of alter ego 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.

76. At all times herein mentioned, Defendants and/or their alter egos 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 and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

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

78. Defendants and/or their alter egos and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

79. At all times relevant, Defendants and/or their alter egos and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent, Decedent's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

80. Decedent, Decedent's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

81. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

82. Defendants' and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Decedent's injuries, and all damages thereby sustained by Decedent. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

83. Furthermore, the conduct of Defendants and/or their alter egos 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 and others similarly situated.

84. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their alter egos 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 alter egos 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 alter egos and/or their "alternate entities."

85. Defendants and/or their alter egos 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/or their alter egos and their “alternate entities,” each of them, knew that members of the general public and other “exposed persons,” who came in contact with asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was extremely hazardous to health and human life.

86. The above-referenced conduct of Defendants and/or their alter egos 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 and/or their alter egos 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.

87. Decedent 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 or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

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

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

FOR A SECOND CAUSE OF ACTION

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

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

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

91. Decedent suffered 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.

92. Defendants' and/or their alter egos conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Decedent.

93. Furthermore, the Defendants' and/or their alter egos 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.

94. Defendants and/or their alter egos and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

95. Decedent, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos, asbestos-containing products, and products

manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

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

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

98. The defect existed in the said products at the time they left the possession of defendants, and/or their alter egos 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 herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

99. Decedent 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 or other exposed persons. Said Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

100. Defendants’ defective products as described above were a direct cause of Decedent’s injuries, and the damages thereby sustained.

101. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, and/or their alter egos, and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Decedent 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 alter egos and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

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

103. The above-referenced conduct of Defendants and/or their alter egos 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 and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

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

105. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiffs, for the sake of example and by way of punishing said Defendants and/or their alter egos, seek punitive damages according to proof against all defendants.

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

product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

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

As a Third Distinct Cause of Action Against Defendants, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Defendants Based upon Respondeat Superior and alleges as follows:

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

108. Prior to and during all relevant times Defendants and/or their alter egos employed workers (hereinafter “employees”) in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent worked and/or spent time as alleged above.

109. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Decedent was exposed.

110. Employees handling and disturbing asbestos-containing products in Decedent's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

111. Employees handling and disturbing asbestos-containing products in Decedent's, Decedent's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

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

113. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Decedent.

114. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

115. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Decedent.

116. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Decedent

that he was being exposed to asbestos, failed to adequately warn Decedent of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

117. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent.

118. Defendants' employees owed Decedent a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

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

120. At all times mentioned, Decedent was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

121. As a direct result of the Defendants' employees conduct, Decedent's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent and the damages and injuries as complained of herein by Plaintiffs.

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

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

FOR A FOURTH CAUSE OF ACTION

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

As a Fourth Distinct Cause Of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Alleges as Follows:

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

125. Each of the Defendants and/or their alter egos impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

126. The implied warranty made by the Defendants and/or their alter egos 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 carried out his duties and was inhaled by Decedent.

127. 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 was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Decedent to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

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

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

129. That during, before and after Decedent Beverly Dale Jolly's exposure to asbestos products manufactured by Defendants and/or their alter egos, the Defendants and/or their alter egos falsely represented facts, including the dangers of asbestos exposure to Decedent in the

particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent. 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.

130. The foregoing representations were material conditions precedent to Decedent Beverly Dale Jolly's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Decedent act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Decedent was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

131. As a direct and proximate result of Decedent Beverly Dale Jolly's reliance upon Defendants' false representations, Decedent suffered injury and damages as described herein.

FOR AN SIXTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For a Sixth Distinct Cause of Action for Wrongful Death, Plaintiffs Complain of Defendants, and alleges as follows:

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

133. Plaintiffs bring this cause of action for Beverly Dale Jolly's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Brenda Rice Jolly, as the widow of Decedent, and on behalf of the children of Beverly Dale Jolly, as defined by S.C. Code § 15-51-20.

134. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants and/or their alter egos as described above, Beverly Dale Jolly died on September 1, 2018, and his wife and children have and will endure pecuniary loss, mental

shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiffs pray for judgment against Defendants in such amount of actual and punitive damages against all defendants and/or their alter egos, as the trier of fact may determine.

FOR A SEVENTH CAUSE OF ACTION
(Loss of Consortium)

For a Seventh Distinct Cause of Action for Loss of Consortium, Plaintiff Brenda Rice Jolly Complains of 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. Decedent Beverly Dale Jolly and Brenda Rice Jolly were married on August 19, 1966, and at all times relevant to this action were husband and wife.

137. Prior to his injuries as alleged, Decedent Beverly Dale Jolly was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Decedent has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Brenda Rice Jolly was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiff's damages, in an amount presently unknown to Plaintiff but which will be proven at time of trial.

138. As a direct and proximate result of the acts of Defendants and/or their alter egos and/or their "alternate entities" and the severe injuries and death caused to Decedent Beverly Dale

Jolly as set forth herein, Decedent's spouse and Plaintiff Brenda Rice Jolly suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays for judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

FOR A EIGHTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For an Eighth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiffs Complain of Defendants, and alleges as follows:

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

140. Plaintiff, Brenda Rice Jolly, is the spouse of decedent Beverly Dale Jolly and Plaintiff Tracy Jolly Pavlish, is the daughter of decedent Beverly Dale Jolly. Plaintiff Tracy Jolly Pavlish, individually and as Personal Representative of the Estate of Beverly Dale Jolly, deceased, and brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

141. Plaintiffs bring this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to his untimely death, as well as for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

142. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants and/or their alter egos as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiffs pray for judgment against Defendants and/or their alter egos in such amount of actual and punitive damages against all defendants, as the trier of fact may determine is just.

FOR A NINTH CAUSE OF ACTION

(Alter Ego As to Sentry Insurance Agency, Inc., Travelers Casualty And Surety Company, Zurich Agency Services, Inc. and Zurich American Insurance Company)

For an Ninth Distinct Cause of Action, Alter Egos Claims, Plaintiffs Complains of Defendants, and alleges as follows:

143. Covil Corporation (“Covil”), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma², understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil’s insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. (“WTH”) and Gallivan White and Boyd, PA (“GWB” and together with WTH, the “lawyers”), without an insured or client, appeared for Covil, answered Covil’s lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil’s insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

144. Covil’s lawyers and carriers have assumed the mantle of Covil. For nearly thirty years, they have acted for and as the company with no regard to the desires or wishes of their insured. The result is that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

² [M]esothelioma, [is] an “invariably fatal cancer...for which asbestos exposure is the only known cause...” In re Patenaude, 210 F.3d 135, 138 (3d Cir.), cert. denied, 531 U.S. 1011 (2000).

PRAYER FOR RELIEF

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

1. For Decedents’ actual damages according to proof, including Decedent’s pain & suffering, Decedent’s mental distress as well as Decedent’s medical, surgical and hospital bills;
2. For Decedent’s loss of income or earnings according to proof;
3. For loss of care, comfort and society of the Decedent;
4. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent’s experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;
5. For punitive damages according to proof;
6. For Plaintiffs’ cost of suit herein;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for breach of implied warranty according to proof;
9. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act; and
10. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.
11. That Sentry Insurance Agency, Inc., Travelers Casualty And Surety Company, Zurich Agency Services, Inc. and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s/Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

November 7, 2019

Spartanburg, South Carolina.

TRACY JOLLY PAVLISH, individually)
and as Personal Representative of the Estate)
of BEVERLY DALE JOLLY, and) In Re:
BRENDA RICE JOLLY,) Asbestos Personal Injury Litigation
) Coordinated Docket
Plaintiffs,)
) Mesothelioma
v.) Wrongful Death and Survival Action
)
COVIL CORPORATION)
)
SENTRY INSURANCE A MUTUAL)
COMPANY)
)
SOUTHERN INSULATION, INC.)
)
STARR DAVIS COMPANY, INC.)
)
STARR DAVIS COMPANY OF S.C., INC.)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
)
ZURICH AMERICAN INSURANCE)
COMPANY, a/k/a ZURICH NORTH)
AMERICA, INC.)
)
Defendants.)

SECOND AMENDED SUMMONS

SECOND AMENDED SUMMONS

PLAINTIFF'S
EXHIBIT
21B

1

(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,

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ATTORNEYS FOR PLAINTIFFS

December 18, 2019

Spartanburg, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE SEVENTH JUDICIAL CIRCUIT
COUNTY OF SPARTANBURG	)	C/A No. 2019-CP-42-03968
TRACY JOLLY PAVLISH, individually	)	
and as Personal Representative of the Estate	)	
of BEVERLY DALE JOLLY, and	)	In Re:
BRENDA RICE JOLLY,	)	Coordinated Docket
	)	
Plaintiffs,	)	Mesothelioma
	)	Wrongful Death and Survival Action
v.	)	
	)	SECOND AMENDED COMPLAINT
COVIL CORPORATION	)	
	)	
SENTRY INSURANCE A MUTUAL	)	(Jury Trial Demanded)
COMPANY	)	
	)	
SOUTHERN INSULATION, INC.	)	
	)	
STARR DAVIS COMPANY, INC.	)	
	)	
STARR DAVIS COMPANY OF S.C., INC.	)	
	)	
UNITED STATES FIDELITY AND	)	
GUARANTY COMPANY	)	
	)	
ZURICH AMERICAN INSURANCE	)	
COMPANY, a/k/a ZURICH NORTH	)	
AMERICA, INC.	)	
	)	
Defendants.	)	

PLAINTIFFS' SECOND AMENDED COMPLAINT

Plaintiffs TRACY JOLLY PAVLISH, individually and as Personal Representative of the Estate of BEVERLY DALE JOLLY, and BRENDA RICE JOLLY sue the named Defendants for compensatory and punitive damages, by and through her attorneys, and come before this court and allege 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, BEVERLY DALE JOLLY, on behalf of all persons entitled to recover damages.

2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants' conduct in:

- (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
- (b) Contracting to supply services or things in the State;
- (c) Commission of a tortious act in whole or in part in this State;
- (d) Having an interest in, using, or possessing real property in this State; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

3. The Defendants that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of asbestos-containing products and raw material.

4. Plaintiffs' claims against the Product Defendants, as defined herein, arise out of Defendants' purposeful efforts to serve directly or indirectly the market for their asbestos and/or asbestos-containing products in this State, either through direct sales or through utilizing an

established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

5. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Decedent Beverly Dale Jolly to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

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

7. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

8. Decedent worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

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

portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiffs' remedy against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading role of each such "alternate entity;" and that each such defendant enjoys the goodwill originally attached to each "alternate entity."

DEFENDANT	ALTERNATE ENTITY
ZURICH AMERICAN INSURANCE COMPANY,	A/K/A ZURICH NORTH AMERICA, INC.

10. Plaintiffs have 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.

11. Plaintiffs have 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.

12. As a direct and proximate result of the conduct as alleged within, Decedent Beverly Dale Jolly suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

13. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Beverly Dale Jolly incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Plaintiffs' medical treatment is ascertained.

14. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Beverly Dale Jolly incurred, and will incur, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

THE PARTIES

15. The Plaintiff TRACY JOLLY PAVLISH is currently a resident of the State of North Carolina and Plaintiff BRENDA RICE JOLLY currently a resident of the State of South Carolina. Decedent BEVERLY DALE JOLLY was exposed to asbestos during the course of his career, including but not limited to, various job sites located in South Carolina.

16. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. COVIL CORPORATION is sued as a Product Defendant. COVIL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern

United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

17. Defendant, **SENTRY INSURANCE A MUTUAL COMPANY**, ("Sentry" or "Covil's Alter Ego") is a Wisconsin corporation with its principal place of business in Wisconsin. SENTRY INSURANCE A MUTUAL COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Sentry was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

18. Defendant, **SOUTHERN INSULATION INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION INC. is sued as a Product Defendant. SOUTHERN INSULATION INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Southern Insulation Inc., exposed tens of thousands of people, including the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against SOUTHERN INSULATION INC. arise out of this Defendant's business activities in the State of South Carolina.

19. 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 the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

20. 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 the Decedent Beverly Dale Jolly, to lethal doses of asbestos. Plaintiffs' claims against STARR DAVIS

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

21. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. **UNITED STATES FIDELITY AND GUARANTY COMPANY** is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

22. Defendant, **ZURICH NORTH AMERICA, INC. A/K/A, ZURICH AMERICAN INSURANCE COMPANY** ("Zurich" or "Covil's Alter Ego") is a New York corporation with its principal place of business in Illinois. **ZURICH NORTH AMERICA, INC.**, is an insurance company subject to the jurisdiction of this Honorable Court, which, on information and belief, at all times pertinent herein was the liability insurer of Defendant Covil Corporation and by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein Sentry was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

BACKGROUND FACTS

23. Plaintiffs Tracy Jolly Pavlish and Brenda Rice Jolly bring this action for monetary damages as a result of Decedent Beverly Dale Jolly contracting an asbestos-related disease.

24. Decedent Beverly Dale Jolly was diagnosed with mesothelioma on or about January 16, 2016, and died from this disease on September 1, 2018.

25. Decedent's mesothelioma was caused by his exposure to asbestos during the course of his employment.

26. From 1979 to 2003, Decedent Beverly Dale Jolly was employed by Duke Power at various locations and held different occupational titles, beginning as a pipefitter and retiring as an ultrasonic quality control inspector. While employed by Duke Power, Decedent Beverly Dale Jolly worked at Catawba Nuclear Station; McGuire Nuclear Station; Oconee Nuclear Station; Belews Creek Power Station; Riverbend Steam Station; Marshall Steam Station; Buck Steam Station; Dan River Steam Station; and Cliffside Steam Station, among other Duke Power facilities in South Carolina and North Carolina.

27. During various times throughout his life, including during the 1960s and 1970s, Decedent Beverly Dale Jolly worked in both occupational and non-occupational capacities performing construction work involving asbestos-containing construction products including, but not limited to, joint compounds and wall textures.

28. During the course of Decedent's employment at the location(s) mentioned above, during both occupational and non-occupational work projects and in other ways, Decedent Beverly Dale Jolly was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

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

30. Decedent Beverly Dale Jolly was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

31. Plaintiffs are informed and believe, 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.

32. As a direct and proximate result of the conduct as alleged within, Decedent suffered permanent injuries, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

33. As a direct and proximate result of the conduct as hereinafter alleged, Decedent incurred liability for physicians, surgeons, nurses, hospital care, medicine, hospices, x-rays and other medical treatment, the true and exact amount thereof being unknown to Plaintiffs at this time. Plaintiffs request leave to supplement this Court and all parties accordingly when the true and exact cost of Decedent's medical treatment is ascertained.

34. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent incurred, loss of profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are not yet known to Plaintiffs. Plaintiffs pray leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

FACTUAL BACKGROUND AS TO COVIL

35. Covil was an installer of thermal insulation, including thermal insulation which at certain times contained asbestos.

36. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

37. Covil's operations from 1964 through at least 1986 included the installation, repair, replacement, removal or disturbance of thermal insulation and other building materials and that those operations exposed persons to asbestos who thereby suffered bodily injury (the "Asbestos Allegations").

38. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil ("Covil Asbestos Suits").

39. From at least in or about 1991, until the appointment of the Receiver, on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by the Primary Insurers, specifically defendants Zurich American Insurance Company ("Zurich"), Sentry Insurance A Mutual Company ("Sentry") and United States Fidelity and Guaranty Company ("USF&G") and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil's affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹ During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

40. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

41. From at least in or about 1991, continuing until appointment of the Receiver, Zurich, Sentry, and USF&G, in conjunction with their lawyers and the lawyers, managed Covil, making all determinations as to use and the disposition of Covil's assets which consisted primarily of corporate documents and insurance policies.

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil's current and future debts.

42. The Primary Insurers, and as of 2018, the Alter-Egos made all determinations as to the disposition of Covil Asbestos Suits as well as the treatment and characterization of claims under the Covil insurance policies.

43. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers' alter ego, and/or controlled entity.

44. The Primary Insurers and their lawyers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

45. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

46. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

47. Each of the lawyers actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

48. In addition to controlling the assets and affairs of Covil, the Primary Insurers unilaterally hired agents for Covil, including experts and a professional 30(b)(6) witness to act as and on behalf of, and to constitute Covil, de facto or de jure.

49. The Primary Insurers are required to act in good faith and to engage in fair dealing in all of their actions in regards to Covil.

50. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, name partner in the one of the lawyers' firm, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

51. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, i.e., the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

52. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

53. The attorney's conduct of litigation involving an insured client is also governed by established law. See, e.g., Rule 1.8(f), RPC, Rule 407, SCACR ("A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship;"); Rule 5.4(c), RPC, Rule 407, SCACR ("[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services").

54. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil's Alter Ego.

55. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

56. The result of the Alter-Ego's actions were to effectuate the Primary Insurers' desire that no Covil separate and apart from the Alter-Egos would exist.

57. The Alter-Egos' complete control over Covil, and management of Covil's affairs, including but not limited to the Covil asbestos suits.

58. Asbestos litigation is littered with the bodies of those who made and sold asbestos containing insulation. Some of the largest companies in the world, many of them insured by the Primary Insurers, have gone bankrupt because of the harm asbestos insulation causes. That any reasonable person believed that Covil would not be found liable in amounts far exceeding the claimed liability limits of the Primary Insureds is difficult to fathom.

59. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?

10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.

10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Zurich would recommend that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

60. Defendants acted in concert when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of their duties to Covil.

61. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

62. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

63. Primary Insurers have entered into a joint venture with each other to take over Covil and become Covil. For example:

- a. A special combination of the Primary Insurers and Covil for the specific venture of limiting or eliminating Covil as a direct voice in the management of Covil's assets so that the Primary Insurers would protect and save their money;
- b. The retention of a separate corporate personality for Covil would promote fraud, wrong, injustice and contravene public policy; and.
- c. Each Primary Insurer had an equal right to control the conduct of their joint venture and of Covil.

64. Covil has become the alter ego of the Primary Insurers:

- a. The Primary Insurers have shown a total domination and control over Covil;
- b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of the Insurers;
- c. The insurers misused their domination of Covil and were not entitled to dominate Covil; and.
- d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.
- e. The Primary Insurers were the principals and Covil the agent or agency:

- f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
- g. The course of dealing between the principal and the agent clearly show no independent Covil; and
- h. Primary Insurers became active participants in Covil rather than simply insurers.

65. Primary Insurers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Primary Insurers are the Alter-Ego of Covil and thus, responsible for the debts, present and future, of Covil.

66. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

67. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

68. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

69. Because the Primary insurers, for nearly 30 years, have controlled Covil, they have made Covil's defense of asbestos litigation nearly, if not completely, impossible.

70. The Primary insurers took no steps to accumulate or preserve Covil's documents. The Primary Insurers took no steps to procure or preserve the testimony of material fact witnesses who, through the passage of time, are now no longer available to Covil.

71. The result of these failures is that Covil is now irretrievably defenseless in asbestos cases. These failures will continue to haunt Covil at all times going forward. Because of this, the

Primary insurers can now no longer claim that any control or domination of Covil and the damages resulting therefrom ended in November of 2018 with the appointment of the receiver.

72. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

74. At all times herein mentioned, each of the named Defendants and/or via the doctrine of alter ego 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.

75. At all times herein mentioned, Defendants and/or their alter egos 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 and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

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

77. Defendants and/or their alter egos and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

78. At all times relevant, Defendants and/or their alter egos and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent, Decedent's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

79. Decedent, Decedent's family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

80. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

81. Defendants' and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Decedent's injuries, and all damages thereby sustained by Decedent. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

82. Furthermore, the conduct of Defendants and/or their alter egos 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 and others similarly situated.

83. 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 alter egos 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 alter egos 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 alter egos and/or their "alternate entities."

84. Defendants and/or their alter egos 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/or their alter egos 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.

85. The above-referenced conduct of Defendants and/or their alter egos 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 and/or their alter egos 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.

86. Decedent 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 or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

87. Defendants and/or their alter egos 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.

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

FOR A SECOND CAUSE OF ACTION

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

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

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

90. Decedent suffered 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.

91. Defendants' and/or their alter egos conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Decedent.

92. Furthermore, the Defendants' and/or their alter egos 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.

93. Defendants and/or their alter egos 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.

94. Decedent, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Decedent'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.

95. Defendants and/or their alter egos 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.

96. 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' and/or their alter egos asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Decedent's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their alter egos 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 alter egos and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' and/or their alter egos 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.

97. The defect existed in the said products at the time they left the possession of defendants, and/or their alter egos 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 herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

98. Decedent 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 or other exposed persons. Said Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

99. Defendants’ defective products as described above were a direct cause of Decedent’s injuries, and the damages thereby sustained.

100. 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 alter egos, and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Decedent 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 alter egos 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."

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

102. The above-referenced conduct of Defendants and/or their alter egos 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 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.

103. 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.

104. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiffs, for the sake of example and by way of punishing said Defendants and/or their alter egos, seek punitive damages according to proof against all defendants.

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

product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

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

As a Third Distinct Cause of Action Against Defendants, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Defendants Based upon Respondeat Superior and allege as follows:

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

107. Prior to and during all relevant times Defendants and/or their alter egos employed workers (hereinafter “employees”) in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent worked and/or spent time as alleged above.

108. 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 was exposed.

109. Employees handling and disturbing asbestos-containing products in Decedent'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.

110. Employees handling and disturbing asbestos-containing products in Decedent's, Decedent's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

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

112. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Decedent.

113. 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.

114. 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.

115. 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

that he was being exposed to asbestos, failed to adequately warn Decedent of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

116. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent.

117. Defendants' employees owed Decedent a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

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

119. At all times mentioned, Decedent was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

120. As a direct result of the Defendants' employees conduct, Decedent's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent and the damages and injuries as complained of herein by Plaintiffs.

121. The risks herein alleged and the resultant damages suffered by the Decedent 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.

122. 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

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

As a Fourth Distinct Cause Of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

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

124. Each of the Defendants and/or their alter egos impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

125. The implied warranty made by the Defendants and/or their alter egos 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 carried out his duties and was inhaled by Decedent.

126. 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 was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Decedent to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

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

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

128. That during, before and after Decedent Beverly Dale Jolly's exposure to asbestos products manufactured by Defendants and/or their alter egos, the Defendants and/or their alter egos falsely represented facts, including the dangers of asbestos exposure to Decedent in the

particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent. 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.

129. The foregoing representations were material conditions precedent to Decedent Beverly Dale Jolly's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Decedent act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Decedent was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

130. As a direct and proximate result of Decedent Beverly Dale Jolly's reliance upon Defendants' false representations, Decedent suffered injury and damages as described herein.

FOR AN SIXTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For a Sixth Distinct Cause of Action for Wrongful Death, Plaintiffs Complain of Defendants, and allege as follows:

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

132. Plaintiffs bring this cause of action for Beverly Dale Jolly's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Brenda Rice Jolly, as the widow of Decedent, and on behalf of the children of Beverly Dale Jolly, as defined by S.C. Code § 15-51-20.

133. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants and/or their alter egos as described above, Beverly Dale Jolly died on September 1, 2018, and his wife and children have and will endure pecuniary loss, mental

shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiffs pray for judgment against Defendants in such amount of actual and punitive damages against all defendants and/or their alter egos, as the trier of fact may determine.

FOR A SEVENTH CAUSE OF ACTION
(Loss of Consortium)

For a Seventh Distinct Cause of Action for Loss of Consortium, Plaintiff Brenda Rice Jolly Complains of 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. Decedent Beverly Dale Jolly and Brenda Rice Jolly were married on August 19, 1966, and at all times relevant to this action were husband and wife.

136. Prior to his injuries as alleged, Decedent Beverly Dale Jolly was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Decedent has been unable to perform his spousal duties and the work and service usually performed in the care, maintenance and management of the family home. As a proximate result thereof, Plaintiff Brenda Rice Jolly was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiff's damages, in an amount presently unknown to Plaintiff but which will be proven at time of trial.

137. As a direct and proximate result of the acts of Defendants and/or their alter egos and/or their "alternate entities" and the severe injuries and death caused to Decedent Beverly Dale

Jolly as set forth herein, Decedent's spouse and Plaintiff Brenda Rice Jolly suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays for judgment against defendants, their "alternate entities," and each of them, as hereinafter set forth.

FOR An EIGHTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For an Eighth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiffs Complain of Defendants, and allege as follows:

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

139. Plaintiff, Brenda Rice Jolly, is the spouse of decedent Beverly Dale Jolly and Plaintiff Tracy Jolly Pavlish, is the daughter of decedent Beverly Dale Jolly. Plaintiff Tracy Jolly Pavlish, individually and as Personal Representative of the Estate of Beverly Dale Jolly, deceased, and brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

140. Plaintiffs bring this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to his untimely death, as well as for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

141. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants and/or their alter egos as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiffs pray for judgment against Defendants and/or their alter egos in such amount of actual and punitive damages against all defendants, as the trier of fact may determine is just.

FOR A NINTH CAUSE OF ACTION

(Alter Ego As to Sentry Insurance A Mutual Company, United States Fidelity And Guaranty Company, and Zurich American Insurance Company)

For a Ninth Distinct Cause of Action, Alter Egos Claims, Plaintiffs Complains of Defendants, and allege as follows:

142. Covil Corporation (“Covil”), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma², understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil’s insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. (“WTH”) and Gallivan White and Boyd, PA (“GWB” and together with WTH, the “lawyers”), without an insured or client, appeared for Covil, answered Covil’s lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil’s insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

143. Covil’s lawyers and carriers have assumed the mantle of Covil. For nearly thirty years, they have acted for and as the company with no regard to the desires or wishes of their insured. The result is that they are the alter-egos of Covil and are responsible for all of the debts it has and continues to incur.

² [M]esothelioma, [is] an “invariably fatal cancer...for which asbestos exposure is the only known cause...” In re Patenaude, 210 F.3d 135, 138 (3d Cir.), cert. denied, 531 U.S. 1011 (2000).

PRAYER FOR RELIEF

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

1. For Decedents’ actual damages according to proof, including Decedent’s pain & suffering, Decedent’s mental distress as well as Decedent’s medical, surgical and hospital bills;
2. For Decedent’s loss of income or earnings according to proof;
3. For loss of care, comfort and society of the Decedent;
4. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent’s experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;
5. For punitive damages according to proof;
6. For Plaintiffs’ cost of suit herein;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for breach of implied warranty according to proof;
9. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act; and
10. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.
11. That Sentry Insurance A Mutual Company, United States Fidelity And Guaranty Company, and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s//Theile B. McVey

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and

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ATTORNEYS FOR PLAINTIFFS

December 18, 2019

Spartanburg, South Carolina.

EXHIBIT A
BEVERLY DALE JOLLY
WORK SITES*

At the present time Plaintiffs believe that Beverly Dale Jolly's exposure to asbestos originated from work at the following sites:

As a child, Dale Jolly's father began working for Duke Power when Jolly was only 3 years old. Dale Jolly's father worked for Duke Power from 1946 – 1984. Jolly testified he remembered his father working in the Duke power plants, specifically but not limited to Duke Marshall, Duke Belews Creek, Duke Catawba, and Duke McGuire, as well as all the Duke fossil fuel plants generally. Jolly testified his that his father's clothes had asbestos on them when coming home from work and Jolly's mother would do all the family's laundry together. Mr. Jolly's father's work around employees for Covil, Starr-Davis and Southern Insulation exposed Mr. Jolly's father to asbestos which he brought home on his clothing and person, and which daily exposed the decedent to elevated levels of asbestos.

In the 1960s, Mr. Jolly worked briefly at Gaffney Manufacturing in the cloth room where he would cut rolls of cloth, Plaintiff has no evidence of exposure to asbestos here. He then worked for approximately one year at the Lowenstein facility where he tested cloth, Plaintiff has no evidence of exposure to asbestos here. In 1966, Mr. Jolly worked at the Celanese plant testing tire cores. During his time at Celanese, Mr. Jolly was not on the floor of a plant but rather in a separate isolated room. Accordingly, Plaintiff has no evidence of exposure to asbestos here. In approximately 1968, Mr. Jolly returned to college at Limestone. While he was in college, he worked for Gettys' Lumber delivering dry wall and joint compound to numerous job sites, it is now unknown if decedent was exposed to asbestos here. Mr. Jolly graduated from Limestone college in 1971. In 1971, he began teaching elementary school. He taught from 1971 until January of 1979. During the summers, he worked at Sanders sheet metal, the Kohler Plant, and for various companies doing duct work. Again at Sanders, Plaintiff has no evidence of exposure to asbestos here.

In 1979, Mr. Jolly began working at Duke. He worked at many of the Duke facilities as a Duke employee from 1979 until 2003. In 2003, he became an independent contractor but continued to work at numerous Duke plants until he was forced to retire in 2015 as a result of his mesothelioma diagnosis. At his time at Duke, he worked as a pipe fitter, doing maintenance and piping inspection and ultrasonics. He worked in many of the Duke facilities including, but not limited to, Marshall, McGuire, Catawba, Oconee, Belews Creek, Buck, Cherokee, Riverbend, Allen, Dan River, Mayo, Cliffside, Asheville. Mr. Jolly's work in his own right around employees for Covil, Starr-Davis and Southern Insulation, as well as to insulation products sold and supplied by these Defendants, exposed Mr. Jolly to asbestos during his work at Duke.

Please see the prior deposition testimony of Beverly Jolly, included in Exhibit 1. As discovery is ongoing, Plaintiffs reserve the right to supplement this response.



*Plaintiffs reserves the right to supplement this response as discovery is ongoing.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF SPARTANBURG	)	FOR THE SEVENTH JUDICIAL CIRCUIT
	)	
TRACY JOLLY PAVLISH , Individually	)	
and as Personal Representative of the Estate	)	C/A NO. 2019-CP-42-3968
of BEVERLY DALE JOLLY and	)	
BRENDA RICE JOLLY ,	)	<i>In Re:</i>
	)	Asbestos Personal Injury Litigation
Plaintiffs,	)	Coordinated Docket
	)	
v.	)	
	)	
COVIL CORPORATION , et al.	)	
	)	
Defendants.	)	

PLAINTIFFS' RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

TO: ALL DEFENDANTS, BY AND THROUGH THEIR COUNSEL OF RECORD

COMES NOW Plaintiffs, Tracy Jolly Pavlish, Individually and as Personal Representative of the Estate of Beverly Dale Jolly and Brenda Rice Jolly, by and through their counsel of record, serves their Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

ANSWERS TO STANDARD INTERROGATORIES

INTERROGATORY NO. 1:

Identify all documents of which Plaintiff have knowledge which relate to the allegations that Plaintiff are entitled receive punitive or exemplary damages.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Moreover, evidence of punitive damages in form of documents if any would Defendants' documents and are equally, if not more so, available to the Defendants than the Plaintiffs. Subject thereto and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages would be found in the historic documents of each Defendant, which each Defendant has destroyed, and in the case of Covil is a long-hidden computer data tape which plaintiff presumes contains evidence supporting punitive damages. Each of these Defendants knew of the hazards of asbestos and despite this knowledge, did not share this information or warn Mr. Jolly, his employer, his father, or his father's employer of the hazards from the work each Defendant was performing with asbestos-containing thermal insulation on premises where Mr. Jolly's father was working and later Mr. Jolly was working. Plaintiffs will provide counsel with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

INTERROGATORY NO. 2:

Identify all persons which Plaintiff believes have knowledge of facts or opinions which relate to the allegations that Plaintiff is entitled to receive punitive or exemplary damages.

ANSWER:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving these objections, Plaintiffs will provide counsel with witness lists containing the requested information pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend their response to this interrogatory as discovery is ongoing.

Subject to and without waiving the foregoing objections, Plaintiffs state that the following witnesses may have knowledge of facts or opinions responsive to this interrogatory:

Beverly Dale Jolly (Decedent)

c/o Trey Branham & Jonathan Holder

Dean Omar Branham Shirley, LLP

Plaintiffs' coworker investigation is still underway, and Plaintiffs reserve the right to supplement this response at a later time.

MEDICAL FACT WITNESSES

Chandler R. Abboy, MD

Upstate Lung & Critical Specialists, P.C.1
51 Harold Fleming Court
Spartanburg, SC 29303

Jeffrey N. Clary, MD

MGC North Grove
1330 Boiling Springs Rd # 2500
Spartanburg, SC 29303

Cesar Pagan-Cordero, MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

Christophe L. Nguyen, MD

Spartanburg Regional Healthcare System
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Spartanburg, SC 29303

Eric Charles Nelson, MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

Robin F. Garrell MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

EXPERT WITNESSES

Dr. John C. Maddox
Riverside Regional Medical Center
500 J. Clyde Morris Boulevard
Newport News, VA 23601
757-594-2160

Dr. Brent C. Staggs
Diplomat, American Board of Pathology
1 Lile Court, Suite 101
Little Rock, AR 72205

These doctors may testify, live or by deposition, concerning their review of the medical records, pathology and work history of Plaintiff/Decedent and their diagnosis of asbestos-related disease

in this case. These doctors may testify that Plaintiff/Decedent contracted Mesothelioma as a result of exposure to asbestos. Additionally, these doctors may testify that Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. They may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Further, these doctors may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these doctors may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer during his lifetime as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These doctors may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. These doctors may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred and/or will incur in the future as a result of his asbestos-related disease. Defense counsel are in possession of numerous transcripts within which these doctors' opinions have been fully explored.

These experts will testify as to the procedures and treatments experienced by Plaintiff/Decedent and Plaintiff/Decedent's pain and suffering attributable to the disease mesothelioma. They may further testify as to facts and circumstances regarding the nature of the injuries and damages experienced by mesothelioma victims. They may testify regarding Plaintiff/Decedent's prognosis and life expectancy had they not been diagnosed with mesothelioma.

Additionally, these experts will testify about asbestos and the diseases caused by asbestos generally. These experts will testify that smoking is addictive. These experts may testify that based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, these experts may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that asbestos-containing products could cause disease. These experts may testify as to their review of the medical and scientific literature regarding asbestos and asbestos-related diseases. These experts may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may testify

regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. These experts may also testify as to their review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. These experts may also testify as to the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. They may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, these experts may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these experts may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants and that Plaintiff/Decedent's fear of cancer is a reasonable fear. These experts may testify as to what caused and/or contributed to Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may testify concerning fiber types of asbestos generally and that all types of asbestos fibers and all lengths of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. These experts may testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. They may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These doctors may testify that warnings placed on containers of asbestos-containing products, and/or asbestos equipment, and/or in technical manuals, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

These doctors' opinions will be based upon their review of any and all medical records and available chest x-rays and/or pathology materials, as well as their expertise in the field, including experience and training, and their review of historical and more recent medical articles and journals.

These doctors may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. These doctors may further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

These doctors may testify that chrysotile in asbestos-containing products is contaminated with tremolite, actinolite, anthophyllite, amosite and/or crocidolite asbestos.

Dr. Steven Haber
Respiratory Medicine Consultants
9337B Katy Freeway, Suite 267
Houston, Texas 77024

Dr. Haber may testify, live or by deposition, concerning his examination and treatment of Plaintiff and his diagnosis of asbestos-related disease in this case. He may testify concerning asbestos, the effects of asbestos on the body and any other topics related thereto. He may also testify as to their review of recent medical information pertaining to Plaintiff and the progression of Plaintiff's disease that occurred since his last examination. Additionally, he may testify that Plaintiff's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. He may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He may also testify concerning the role of Plaintiff's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. He may testify that Plaintiff required and/or requires medical monitoring and treatment and/or hospitalizations as a result of his exposure to asbestos. He may also testify regarding the effects of asbestos-related disease on the body and more specifically, the pain and suffering of the Plaintiff, including his mental state. He may testify concerning the reasonable and necessary medical expenses the Plaintiff has incurred as a result of his asbestos-related disease.

Dr. Edwin Holstein
Environmental Health Associates PA
10 Langley Road, Suite 306
Newton Centre, MA 02459
617-795-2238

The above listed expert may testify, live or by deposition, concerning their examination of the Plaintiff/Decedent and/or their review of the Plaintiff/Decedent's work history, medical records, x-rays, and bills for medical services as well as their diagnosis of asbestos-related disease in this case. These doctors may testify that Plaintiff/Decedent contracted Mesothelioma as a result of exposure to asbestos, and that all exposures to asbestos of an occupational level substantially contribute to the development of Mesothelioma. They may testify concerning asbestos, and that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand

fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. They may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma. They may also testify that Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. They may also testify that Plaintiff/Decedent incurred medical expenses as a result of his exposure to asbestos and his development of an asbestos-related disease. The doctors may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred, and may incur in the future, as a result of his asbestos-related disease. They may also testify that asbestos-containing products are unreasonably dangerous due to their propensity to cause development of asbestos-related diseases. Defense counsel are in possession of numerous transcripts of the testimony within which the opinions concerning this subject have been fully explored.

These experts may testify based upon their review of Plaintiff/Decedent's medical records, x-rays, and bills for medical services and that such medical bills for medical services are reasonable and necessary. These experts may testify with regard to Plaintiff/Decedent's diagnosis of an asbestos-related disease, including Mesothelioma. These experts may testify that Plaintiff/Decedent required medical monitoring, treatment and/or hospitalization (and the reasonable medical expenses therefore) as a result of his exposure to asbestos, asbestos-related disease, asbestos-related cancer, the progression and/or recurrence of this cancer and general fear of cancer because of asbestos exposure.

Additionally, these experts will testify about asbestos and the diseases caused by asbestos generally. These experts will testify that smoking is addictive. These experts may testify that based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, these experts may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that asbestos-containing products could cause disease. These experts may testify as to their review of the medical and scientific literature regarding asbestos and asbestos-related diseases. These experts may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. They may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease. These experts may also testify as to their review of the documents entered into evidence in this case or reviewed

pertaining to Defendants, and as to their conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. These experts may also testify as to the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. They may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, these experts may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these experts may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants and that Plaintiff/Decedent's fear of cancer is a reasonable fear. These experts may testify as to what caused and/or contributed to Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may testify concerning fiber types of asbestos generally and that all types of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. These experts may testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These doctors may testify that warnings placed on containers of asbestos-containing products, and/or asbestos equipment, and/or in technical manuals, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

These doctors' opinions will be based upon their review of any and all medical records and available chest x-rays and/or pathology materials, as well as their expertise in the field, including experience and training, and their review of historical and more recent medical articles and journals.

These doctors may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. These doctors will further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos diseases caused by Canadian chrysotile.

These doctors may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

**William Ewing, C.I.H.
Compass Environmental, Inc.
1751 McCullom Parkway
Kennesaw, GA 30144**

**Dr. Edwin Holstein
Environmental Health Associates PA
10 Langley Road, Suite 306
Newton Centre, MA 02459
617-795-2238**

The above experts are Certified Industrial Hygienists, Professional Engineers and/or Occupational Medicine Doctors who may testify about industrial hygiene and/or occupational medicine principles related to the circumstances of Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants.

These experts may testify regarding Plaintiff/Decedent's exposures to asbestos at different times and may testify concerning their assessment of the various risks which were associated with such exposures. They may also testify regarding the material and characteristics of Defendants' asbestos products, release of asbestos fibers from Defendants' products, industry and regulatory protocols, constituent analysis with respect to the nature of the materials and the identity of the manufacturer of the materials, product formulae and product identification. They may further testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may also testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time.

These experts may further testify concerning the conditions at Plaintiff/Decedent's asbestos exposure sites based on testimony of the Plaintiff/Decedent, co-workers, documents, discovery responses and/or conversations with workers. They may testify concerning asbestos hazards resulting from maintenance, repair and construction operations taking place at those sites and Defendants' failure to respond adequately or appropriately to those hazards. They may further testify that Defendants' actions constituted negligence, gross negligence, conscious indifference to others and/or indicate that defendants were aware of the substantial certainty that their actions could or would result in significant illnesses and/or deaths. They may further testify that Defendants were in violation of asbestos regulations promulgated by state governments and the United States Government, and that Defendants violated their duties under the Occupational Safety and Health Act and its implementing regulations. They may testify that Defendants' failure to comply with these laws, regulations and standards constitutes negligence and gross negligence, and was a cause of Plaintiff/Decedent's injuries. They may further testify that Defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff/Decedent's exposure to their products, the use of asbestos-containing products on Defendants' equipment or

machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants as a result of medical, scientific and industrial hygiene literature available to all Defendants.

These experts may also testify, based on their experience, training and education, as to the health risks associated with exposure to asbestos. They may testify regarding bystander exposure to asbestos, to asbestos and "fiber drift," and specifically that these are occupational hazards associated with asbestos and that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. They may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease. These experts may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his/her exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. They may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. They may also testify that asbestos products are toxic and unreasonably dangerous, and that they are more dangerous than would be contemplated by the ordinary user with ordinary skills and characteristics common to the community. They may also testify that there are no safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. They may testify further that all types of asbestos represent occupational hazards and that in the science of industrial hygiene, all types of commercial asbestos and tremolite asbestos are understood to cause all asbestos diseases, including but not limited to, malignant mesothelioma. These experts may testify regarding their estimation of the Plaintiff/Decedent's dose of exposure to Defendants' products.

These experts may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. They may also testify regarding results of dust studies by analysis of using both particles per cubic foot and fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. They may testify that the levels of asbestos dust to which the Plaintiff/Decedent was exposed during his working career would have likely exceeded established TLVs and PELs in many instances. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

These experts have examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. They may testify that during foreseeable uses of Defendants' asbestos products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These asbestos products include, but are not limited to, dry powders that are mixed with water and sanded, pre-mixed pastes that are sanded, thermal insulation products that

are cut, sawed and/or torn out, adhered gaskets that are removed in whole or in part by brushing or sanding, removal of dry packing, boards or flat sheets or tiles or siding that are cut or scored or abraded, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and products scrap that is swept or blown or vacuumed or ripped out. They may testify that impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. They may compare and contrast the findings with other scientific findings. They may offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing on Defendants' products. They may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma.

These experts may testify that dust levels measured in testing one Defendants' asbestos product would be similar to the results from another Defendant's similar product with similar ingredients.

It is anticipated, that these experts will testify that asbestos exposure of the Plaintiff/Decedent arising from Defendants' asbestos products or activities involving the use of asbestos or asbestos products were substantial contributing factors in Plaintiff/Decedent's overall asbestos exposure and were the result of Defendant's failure to exercise appropriate industrial hygiene controls for suppressing or reducing exposures to asbestos, including but not limited to adequately warning Plaintiff/Decedent of the dangers associated with asbestos and means to protect himself. They will testify that these failures by Defendants were knowing and/or unreasonable in the time and place in which they occurred given the information that was available to Defendants, medical and scientific literature, statutes, regulations and/or based on the Defendant's actual knowledge. These experts' opinions may be based upon their review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as their expertise in the field, including experience and training, and their review of historical and more recent scientific articles and journals as well as government regulations.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These experts may testify that pure chrysotile asbestos, in the absence of tremolite, represents an industrial hygiene hazard for all asbestos-related diseases that need to be controlled. These doctors may further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

These experts may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Arnold R. Brody, Ph.D.
Department of Molecular Biomedical Sciences
North Carolina State University
4700 Hillsborough Street
Raleigh, NC 27606
919-513-7662

Dr. Brody may testify as to the physiological design and function of the lungs, the effect of asbestos on the lungs and other parts of the body, and on the body's defense mechanisms. He may also testify about the irreversible effects of asbestos-related diseases and the prognosis for an asbestos-exposed individual. He may also testify concerning the scientific and medical literature on the biological and toxicological effects of asbestos written by him and others. He may testify regarding historical literature relating to asbestos related diseases, and when it was known and accepted in the medical and scientific community that asbestos could cause various diseases. He may also testify about the body's biologic responses to brief exposures to asbestos, the pathogenic effects produced by various asbestos fiber types, including chrysotile, and mechanisms of asbestos-induced diseases including fibrosis and carcinogenesis. He may further testify concerning asbestos deposition and migration in and through the lungs and body. He will discuss all types of cancer risks from asbestos exposure, including mesothelioma. He will define what "injury" means and that asbestos-related diseases are injuries. Dr. Brody may further testify as to facts and circumstances regarding the nature of the injuries and damages that are the subject of this action. Dr. Brody may testify that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Dr. Brody may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Dr. Brody will testify that products which release asbestos fibers are unreasonably dangerous and that fibers will remain in the lungs until death. Dr. Brody may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma. Dr. Brody may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. He may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. He may testify regarding when it was known that bystander and household exposures were known to cause disease. He will testify that smoking is addictive. Dr. Brody's testimony is based on his review and knowledge of medical literature, his education and work experience, his research, and the research of others.

Dr. Brody may also testify that it has been known for decades that asbestos can cause asbestos related diseases, including mesothelioma.

Dr. Brody's opinions will be based upon his expertise in the field, including experience and training, and his review of historical and more recent medical and scientific articles and journals.

Dr. Brody may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. Dr. Brody may further testify that, in his opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

Dr. Brody may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Dr. Brody will utilize teaching slides during his testimony. These slides have been produced to defendants in asbestos cases on numerous occasions. Additional copies can be made available upon reasonable request.

Charles Ay
19481 Jasper Hill Road
Trabuco Canyon, CA 92679
949-858-8212

Mr. Ay is a former asbestos worker/insulator who worked in that trade at various locations including shipyards, power plants, refineries and commercial construction sites.

He is certified by the United States Environmental Protection Agency to detect asbestos in place and on the proper removal methods of such asbestos. His certification and training includes methods of industrial hygiene, detection and identification of asbestos and non-asbestos materials, and on the risks posed by asbestos.

He received training from the U.S. Navy on methods of asbestos detection and removal onboard ships and in shore side facilities. For a further description of his qualifications, please see the court transcriptions in the cases in which Mr. Ay has testified. Mr. Ay may testify as to plaintiff's circumstance, opportunity for exposure and generally to practices, procedures, the types of ships, the types of asbestos products used in shipyards, onboard ships, in marine construction and industrial industries, including, but not limited to, refineries and commercial building sites, if applicable. Due to his extensive knowledge, background, and experience, Mr. Ay may offer opinions relating plaintiff's exposure to asbestos material in settings other than those mentioned previously including, but not limited to, railroad, friction/automotive, construction, electronic, aerospace, and military work settings if applicable. He may testify as to the manner in which asbestos-containing products were used, the tendencies of asbestos-containing products to release dust into the atmosphere, and the manner of proper removal recognition and disposal.

Mr. Ay has prepared no reports or writings concerning his proposed testimony specific to the Jolly case.

Dr. Barry Castleman
1722 Linden Avenue
Baltimore, MD 21217
410-448-2648

Dr. Castleman may testify about asbestos and the diseases caused by asbestos generally. Dr. Castleman may testify that based on the medical and scientific literature available to Defendant(s), and/or on the studies they conducted or the information available to them as members of trade associations, or from state or federal governmental agencies, Defendant(s) knew or should have known that their asbestos-containing products or use of asbestos-containing products by Defendant(s), including Premises Defendant(s) and Railroad Defendant(s), could cause disease. Dr. Castleman may testify as to his review of the literature and the opinions and conclusions contained in that literature. Dr. Castleman may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature, Dr. Castleman may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. Dr. Castleman may also testify as to his review of the documents, including those entered into evidence, and testimony pertaining to Defendant(s), and as to his conclusions reached therefrom that Defendant(s) were negligent, are strictly liable, acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent and, with respect to the Railroad Defendant(s), violated the Federal Employer Liability Act and Boiler Inspection Act by using asbestos-containing products. Dr. Castleman may also testify as to the hazardous nature of all types of asbestos and all types of asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He may also testify that Defendant(s) engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market, in failing to warn of the dangers of their products or, with respect to the Premises Defendant(s) and Railroad Defendant(s), suppliers, and contractors, in using asbestos-containing products. Further, Dr. Castleman may testify that all Defendant(s) conspired to suppress information pertaining to the hazards of asbestos, exposure to asbestos-containing products, and the diseases resulting therefrom. Dr. Castleman may testify that, based on epidemiological studies, Plaintiff's/Plaintiff's Decedent's asbestos-related disease was caused by his/her exposure to Defendant's asbestos-containing products, or, with respect to premises cases, to asbestos-containing products manufactured by other entities while working at Premises Defendant(s)' facilities. Dr. Castleman may also testify that Defendant(s) engaged in negligent and grossly negligent conduct in failing to warn its/their employees and persons working at Defendant's facility of the dangers of asbestos, in failing to provide safety equipment for protection from asbestos exposure and in failing to provide a safe working environment. Consequently, Defendant(s) deprived Plaintiff/Plaintiff's Decedent of the right to make an informed choice concerning his/her exposure to asbestos-containing products. Defense counsel are in possession of numerous transcripts of Dr. Castleman's prior testimony within which his opinions concerning this subject have been fully explored. Dr. Castleman may also testify as to his personal research of various companies, some of which are included in his book "ASBESTOS: Medical and Legal Aspects."

Oliver G. Wood, Jr., Ph.D
Economist in Residence, Charleston School of Law
121 Running Fox Rd.
Columbia, SC 29223-3020

Dr. Wood is an economist. He may testify regarding the economic impact of the plaintiff/decedent's asbestos-related disease and/or injuries of the plaintiff/decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the plaintiff/decedent and the family members of the plaintiff/decedent resulting from the plaintiff's/decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, he may testify about past and future lost wages, past and future loss of earning capacity, and past and future medical expenses, and any other economic damages that the plaintiff/decedent has suffered or will suffer in the future. His curriculum vitae will be provided upon specific request.

Corporate Witnesses and Other Witnesses: The following witnesses may offer expert as well as factual testimony

Robert Marecek (Librarian & Custodian of Records for the N.S.C.)
National Safety Council Office
1121 Spring Lake Drive
Itasca, IL 60143-3201
630-285-1121

Mr. Marecek will testify live or by deposition regarding the storage retention, authenticity and business records and/or ancient nature of National Safety Council (NSC) documents as well as different companies who were members of the National Safety Council. He may also testify regarding the distribution of NSC documents to members of the NSC. Copies of Mr. Marecek's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see, for example, his deposition in Anderson v. Amoco, et al, cause number 00-10-06613, February 7th, 2003, In the 9th Judicial District, Montgomery County, Texas.

Sally J. Wilke (Custodian of IHF documents)
Industrial Hygiene Foundation
34 Penn Circle West
Pittsburgh, PA 15206

Ms. Wilke will testify live or by deposition regarding the storage, retention, authenticity and business records and/or ancient nature of Industrial Hygiene Foundation (FKA Air Hygiene Foundation, NKA Industrial Health Foundation, collectively referred to here as IHF) documents as well as different companies who were members of the IHF. She may also testify regarding the distribution of IHF documents to members of the IHF. Copies of Ms. Wilke's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see

her depo in King v. Allied Signal, et al, cause number 2424C-03, January 8th, 2000, in the Circuit Court for the City of Newport News, Virginia.

Each of these witnesses has knowledge or information relevant solely to the claims against Defendant Covil Corporation and the facts being discovered in related litigation regarding the alter-ego control exerted by **Zurich American Insurance Company** and **United States Fidelity and Guaranty Company** as well as their agents Gallivan White & Boyd and/or Wall Templeton and Hamilton, P.A. None of these witnesses is under the control of the Plaintiffs.

Irene Muse

Gerald Begley

Steve Fries

Carol Weill

Karen Dixon

William Bulfer

William Silverman

Mark Wall

Daniel B. White

Corporate Designee of USF&G

Corporate Designee of Zurich

All witnesses listed by all Defendants.

All witnesses listed in Plaintiff's Answers to Interrogatories and any and all supplements and/or amendments thereto.

All witnesses deposed in this case.

All witnesses listed in any deposition taken in this case.

Any physician who has examined and/or treated Plaintiff.

Any and all records custodians, live or by deposition upon written questions.

Any witness necessary for rebuttal.

INTERROGATORY NO. 3:

If Plaintiff contends that there is prior testimony relates to the claim for punitive or exemplary damages, please state the following:

- (a) Date and place of the prior testimony and identity of cause in which it was taken;
- (b) Identify the person making the prior testimony;
- (c) Describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) Identify the custodian of the prior testimony; and
- (e) Identify the person who obtained the prior testimony.

ANSWER:

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs respond as follows: *See* Exhibit 1 (Plaintiffs' Document Production) which includes depositions taken in *Jolly, et al. v. General Electric Company, et al.*, Court of Common Pleas of South Carolina, Spartanburg County, C/A No. 2016-CP-42-1592. All depositions taken in this case. All corporate representative depositions of Defendants taken historically.

Plaintiffs further answer that evidence supporting punitive damages is anticipated to be in the form documents already destroyed by Defendants and future testimony by party opponents at trial in this matter. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

INTERROGATORY NO. 4:

Identify all documents of which Plaintiffs have knowledge, including but not limited to medical articles, medical journals, case reports, textbooks, abstracts, or synopses, which Plaintiff, believe relate to their position on the "state-of-the-art" defense.

ANSWER:

Plaintiffs object to this interrogatory as overly broad, vague, ambiguous and unduly burdensome. Moreover, Plaintiffs believe that the information requested by this interrogatory is equally, if not more so, available to Defendants. Subject thereto, Plaintiffs have no knowledge of medical articles, medical journals, case reports, textbooks, abstracts, or synopses which relate to "state of the art."

INTERROGATORY NO. 5:

Identify all persons whom Plaintiff expects to call as witnesses at trial, including a summary of the testimony that each witness is expected to give.

ANSWER:

Plaintiffs object that this interrogatory requires the Plaintiffs to marshal the entirety of their evidence and such is not required pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs also state that they are not aware of every potential witness and as such cannot speculate. Subject to and without waiving these objections, please see Plaintiffs Answer to Standard Interrogatory No. 2

above, and any Supplemental Answers to this interrogatory. Additionally, Plaintiffs respond as follows:

Beverly Dale Jolly (Decedent)

Decedent testified in multiple transcripts regarding his cancer, mesothelioma, his exposures to asbestos during his lifetime, and the damages he and his family incurred.

Brenda Jolly (Decedent's widow)

Testified by deposition about her husband's illness and the damages she, Mr. Jolly and her family incurred.

Tracy Pavlish (Plaintiff)

Will testify live at trial about her father's illness and the damages she, Mr. Jolly and her family incurred.

Brad Jolly (Son)

Will testify live at trial about his father's illness and the damages he, Mr. Jolly and his family incurred.

Allison Jolly (Daughter)

Will testify live at trial about her father's illness and the damages she, Mr. Jolly and her family incurred.

Covil alter ego

Each of the following witnesses has knowledge or information relevant solely to the claims against Defendant Covil Corporation and the facts being discovered in related litigation regarding the alter-ego control exerted by **Zurich American Insurance Company** and **United States Fidelity and Guaranty Company** as well as their agents Gallivan White & Boyd and/or Wall Templeton and Hamilton, P.A. None of these witnesses is under the control of the Plaintiffs.

Irene Muse

Gerald Begley

Steve Fries

Carol Weill

Karen Dixon

William Bulfer

William Silverman

Mark Wall

Daniel B. White

Corporate Designee of USF&G

Corporate Designee of Zurich

Treaters of Mr. Jolly

Chandler R. Abboy, MD

Upstate Lung & Critical Specialists, P.C.1
51 Harold Fleming Court
Spartanburg, SC 29303

Jeffrey N. Clary, MD

MGC North Grove
1330 Boiling Springs Rd # 2500
Spartanburg, SC 29303

Cesar Pagan-Cordero, MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

Christophe L. Nguyen, MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

Eric Charles Nelson, MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

Robin F. Garrell MD

Spartanburg Regional Healthcare System
101 E Wood St.
Spartanburg, SC 29303

These doctors may testify, live or by deposition, concerning their examination and treatment of Decedent and their diagnosis of asbestos-related disease in this case. They may testify concerning asbestos, the effects of asbestos on the body and any other topics related thereto. They may also

testify as to their review of recent medical information pertaining to Decedent and the progression of Decedent's disease that occurred since his last examination. Additionally, they may testify that Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. They may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. They may also testify concerning the role of Decedent's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. They may testify that Decedent required and/or requires medical monitoring and treatment and/or hospitalizations as a result of his exposure to asbestos. They may also testify regarding the effects of asbestos-related disease on the body and more specifically, the pain and suffering of the Decedent, including his mental state. They may testify concerning the reasonable and necessary medical expenses the Decedent has incurred as a result of his asbestos-related disease. A copy of these doctors' records, currently in Plaintiffs' possession were provided with Plaintiffs' response to Master Discovery and may also be obtained by Defendants with the medical records authorization provided.

Any coworkers that worked with Mr. Jolly's father and any coworkers identified in any deposition taken in this case.

As discovery is ongoing, Plaintiffs expressly reserves the right to supplement this answer.

INTERROGATORY NO. 6:

Identify all documents which Plaintiff expects to offer as evidence at trial.

ANSWER:

Plaintiffs object to this interrogatory as unduly burdensome and premature. Subject to and without waiving this objection, Plaintiffs state that they have not yet made determinations about which documents to offer as evidence at trial.

INTERROGATORY NO. 7:

Identify all persons whom Plaintiff expect to call as expert witnesses at trial, and as to each such person, provide a summary of the testimony each witness is expected to give.

ANSWER:

Plaintiffs hereby incorporate their objections and response, including any supplemental responses, to Standard Interrogatory No. 2 above as if fully set forth herein.

INTERROGATORY NO. 8:

Identify all persons whom Plaintiff have retained or employed in anticipation of litigation or for trial preparation purpose whom the Plaintiff do not expect to call as expert witnesses at trial.

ANSWER:

Plaintiffs object to this Request to the extent that it calls for documents provided by purely consulting experts who will not testify, and on whose opinions a testifying expert will not rely and is, thus, protected by the consulting expert privilege. Subject to and without waiving this objection,

Plaintiffs have no knowledge of information responsive to this request. Plaintiffs agree to supplement this Request in accordance with the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 9:

State all facts and opinions on which Plaintiffs rely in alleging that Plaintiffs are entitled to punitive or exemplary damages, include in your response a detailed description of all activities of each named defendant which plaintiff allege justify the imposition of punitive damages

ANSWER:

Plaintiffs object to this Interrogatory to the extent that it is overly broad, unduly burdensome and premature. Subject to, and without waiving these objections, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that the Mr. Jolly's father was exposed to asbestos and brought it home where decedent Dale Jolly was exposed to asbestos. Despite this knowledge, the Defendants willfully failed to warn Mr. Jolly of his father, it was no accident, nor take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of the Decedent, his family and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Decedent and others. Plaintiffs reserve the right to supplement this answer as discovery continues.

INTERROGATORY NO. 10:

Identify all documents of which Plaintiff have knowledge including but not limited to sales literature, promotion material technical or education literature, or intra-corporate memoranda, which were produced, distributed or maintained by any defendant which Plaintiff believe relate to any matter at issue in this litigation.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs' documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

INTERROGATORY NO. 11:

Identify and describe with particularity each written express warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiffs object to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs specifically reserve the right to supplement these

responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 12:

Identify and describe with particularity each oral or express warranty or guaranty, if any, which Plaintiffs believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiffs object to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs specifically reserve the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 13:

Identify and describe with particularity every implied warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiffs object to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Implied warranties attach to the sales of every product or service occurring in South Carolina. Further, Plaintiffs will provide Defendants with exhibit lists detailing all documentary evidence Plaintiffs will seek to admit at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

INTERROGATORY NO. 14:

Identify all documents which relate to Plaintiff allegations that any defendant has breached any warranties given in connection with the sale or distribution of any asbestos products used by any plaintiff.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

INTERROGATORY NO. 15:

State all facts and opinions on which Plaintiff rely in alleging that defendants breached any warranties which may have been given in connection with the sale or distribution of any asbestos products used by any plaintiff.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jolly's father was exposed to asbestos and brought it home where decedent Dale Jolly was exposed to asbestos. Despite this knowledge, the Defendants willfully failed to warn Mr. Jolly or his family or take precautions to ensure that his father, he and other individuals were not exposed to asbestos or took it home on their person or clothing. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jolly and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 16:

State all facts and opinions on which Plaintiff rely in alleging that defendants acted negligently with respect to the Plaintiff.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Jolly's father was exposed to asbestos and brought it home where decedent Dale Jolly was exposed to asbestos. Despite this knowledge, the Defendants willfully failed to warn Mr. Jolly or his family or take precautions to ensure that his father, he and other individuals were not exposed to asbestos or took it home on their person or clothing. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of Mr. Jolly and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 17:

Identify all documents of which Plaintiff has knowledge which relate to Plaintiff claim that defendants acted negligently with respect to the Plaintiff.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff is aware of the prior testimony of her father, produced herewith. Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, once that determination has been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 18:

State all facts or opinions upon which Plaintiff rely in alleging that defendants are strictly liable in tort for injuries which may have been suffered by Plaintiff.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, each Defendant, prior to the time Mr. Jolly's father and Mr. Jolly were exposed, had actual and/or constructive knowledge that the asbestos-containing insulation products each Defendant was supplying to the worksites of Mr. Jolly's father and later Mr. Jolly were defective from the time such products left the manufacturer because the asbestos-containing insulation products each Defendant supplied could cause permanent and fatal diseases through its normal anticipated use. Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, when such determinations have been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, prior to the last date Defendants were selling the asbestos-containing products to which Mr. Jolly was exposed, it was known in the general scientific community as well as in industry that have asbestos as a component or ingredient in your product made the product defective in and of itself, from the moment it came from the manufacturers' facility. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 19:

Identify all documents of which Plaintiff have knowledge which related to Plaintiff' claim that defendants are strictly liable in tort of injuries which may have been suffered by Plaintiff.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff is aware of the prior testimony of her father, produced herewith. Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, once that determination has been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 20:

State all facts and opinions upon which Plaintiff rely in claiming that products sold by defendants and used by Plaintiff were "unreasonably dangerous".

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, each Defendant, prior to the time Mr. Jolly's father and Mr. Jolly were exposed, had actual and/or constructive knowledge that the asbestos-containing insulation products each Defendant was supplying to the worksites of Mr. Jolly's father and later Mr. Jolly were "unreasonably dangerous" from the time such products left the manufacturer because the asbestos-containing insulation products each Defendant supplied could cause permanent and fatal diseases through its normal anticipated use, if warnings regarding hazards and

sufficient personal protective equipment was provided. Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, when such determinations have been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, prior to the last date Defendants were selling the asbestos-containing products to which Mr. Jolly was exposed, it was known in the general scientific community as well as in industry that have asbestos as a component or ingredient in your product made the product unreasonably dangerous, from the moment it came from the manufacturers' facility. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 21:

Identify all documents of which Plaintiff have knowledge which relate to Plaintiff' claim that products sold by defendants and used by Plaintiff were "unreasonably dangerous".

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff is aware of the prior testimony of her father, produced herewith. Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, once that determination has been made, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

INTERROGATORY NO. 22:

If Plaintiff contend that there is prior testimony which relates to Plaintiff' claim that defendants' products used by Plaintiff were "unreasonably dangerous", please state the following:

- (a) date, location, jurisdiction and title of cause of said prior testimony;
- (b) identify the person making the prior testimony;
- (c) describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) identify the custodian of the prior testimony; and
- (e) identify the person who obtained the prior testimony.

ANSWER:

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs respond as follows: *See Exhibit 1* (Plaintiffs' Document Production) which includes depositions taken in *Jolly, et al. v. General Electric Company, et al.*, Court of Common Pleas of South Carolina, Spartanburg County, C/A No. 2016-CP-42-1592. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

INTERROGATORY NO. 23:

Identify all written statements or transcriptions of oral statements of any defendant in this action, or agent, employee, representative, former agent, former employee, or former representative of any defendant which Plaintiff contend are relevant to the subject matter of these lawsuits.

ANSWER:

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs have identified the below witnesses who have knowledge regarding a conspiracy controlling the decision-making of Defendant Covil Corporation in asbestos litigation for years. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs plan to play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

Each of the following witnesses has knowledge or information relevant solely to the claims against Defendant Covil Corporation and the facts being discovered in related litigation regarding the alter-ego control exerted by **Zurich American Insurance Company** and **United States Fidelity and Guaranty Company** as well as their agents Gallivan White & Boyd and/or Wall Templeton and Hamilton, P.A. None of these witnesses is under the control of the Plaintiffs.

Irene Muse

Gerald Begley

Steve Fries

Carol Weill

Karen Dixon

William Bulfer

William Silverman

Mark Wall

Daniel B. White

Corporate Designee of USF&G

Corporate Designee of Zurich

INTERROGATORY NO. 24:

Identify all photographs, charts, drawings, diagrams, or other graphic representations of documents made by or on behalf of Plaintiff which related to the illnesses, relevant working conditions, or other circumstances complained of in these actions or related to the subject matter of these actions.

ANSWER:

Plaintiffs object to this interrogatory in that it is overly broad, vague, premature and ambiguous and calls for the production of protected work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is still making determinations as to what representations of documents will be needed for trial in this matter, but currently is without knowledge of any responsive documents or things and accordingly has no information responsive to this request. Plaintiffs reserve the right to supplement this response should responsive information come to light.

INTERROGATORY NO. 25:

Identify all written statements which Plaintiff have made which related to the facts of these lawsuits and the damages claimed, including but not limited to statements made to any police or law officer, insurance company representative, investigator, state or federal agent, representative or employee of any kind.

ANSWER:

Plaintiffs object to this interrogatory in that it is overly broad, vague and ambiguous and calls for the production of core work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is unaware of any such responsive written statements.

INTERROGATORY NO. 26:

Identify all investigations or other reports which have been prepared, compiled, submitted, conducted, or made by Plaintiff or anyone acting in their behalf which related to the subject matter of this action.

ANSWER:

Plaintiffs object to this interrogatory in that it is overly broad, vague and ambiguous and calls for the production of core work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is unaware of information responsive to this request.

RESPONSES TO REQUEST FOR PRODUCTION

REQUEST NO. 1:

All documents identified in response to the foregoing Interrogatories.

RESPONSE:

Plaintiffs object to this request for production to the extent that it is overly broad and unduly burdensome, vague and ambiguous, calls for core work product and invades the attorney client privilege. Moreover, the documents relevant to this interrogatory are equally, if not more so, available to the Defendants. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), attached hereto.

REQUEST NO. 2:

All documents referred to in preparing the answers to the foregoing interrogatories.

RESPONSE:

Plaintiffs object to this request for production to the extent that it is overly broad and unduly burdensome, vague and ambiguous as Plaintiffs did not "refer to" any documents "in preparing" their answers. Furthermore, this request calls for documents protected by work product doctrine and attorney client privilege. Moreover, the documents responsive to this request are equally, if not more so, available to the Defendants. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), attached hereto.

REQUEST NO. 3:

Each plaintiff's Federal income tax returns for the past three (3) years.

RESPONSE:

Plaintiffs object to this request for production to the extent it seeks the discovery of inadmissible evidence. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production) attached hereto which contains decedent's Social Security itemized statement of earnings which provide income information by year and quarter of Mr. Jolly. Plaintiff Pavlish's income tax return information is irrelevant and not at issue.

REQUEST NO. 4:

All damage studies, damage reports or damage analyses, or any and all other documents containing any mention of facts or opinions which relate to Plaintiffs' claims for damages suffered as a result of acts of any of the defendants.

RESPONSE:

Plaintiffs object to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, Plaintiffs know of no responsive documents.

REQUEST NO. 5:

All correspondences between any defendants and any other person which Plaintiff contends relate to any matter at issue in this litigation.

RESPONSE:

Plaintiffs object to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), attached hereto. Beyond any correspondences contained in Exhibit 1, Plaintiffs have no knowledge of further responsive documents.

REQUEST NO. 6:

All documents which relate to or identify insulation projects or jobs upon which each plaintiff worked.

RESPONSE:

Please see Exhibit 1 (Plaintiffs' Document Production), attached hereto.

REQUEST NO. 7:

All documents which relate to or identify asbestos-containing materials with which each plaintiff may have worked.

RESPONSE:

Plaintiffs object to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1(Plaintiffs' Document Production), attached hereto. Discovery is ongoing and plaintiff reserves the right to supplement this response.

REQUEST NO. 8:

All packaging materials which Plaintiff alleges were used in packaging asbestos containing materials.

RESPONSE:

Plaintiffs do not possess the packaging the asbestos containing materials, to which he was exposed, came in.

REQUEST NO. 9:

All medical, doctor or hospital reports, summaries, test results, or other records of any type which relate to each plaintiff's medical history and/or current medical condition.

RESPONSE:

Please see Exhibit 1 (Plaintiffs' Document Production), attached hereto, which includes the pathology report regarding Mr. Jolly's mesothelioma, as well as all medical records regarding the same in Plaintiff's possession.

REQUEST NO. 10:

All x-rays which have ever been taken of each plaintiff's chest.

RESPONSE:

Please see Exhibit 1 (Plaintiffs' Document Production), attached hereto, which includes the pathology report regarding Mr. Jolly's mesothelioma, as well as all medical records regarding the same in Plaintiff's possession.

REQUEST NO. 11:

All Plaintiff's Social Security Administration printout and work records.

RESPONSE:

Please see Exhibit 1 (Plaintiffs' Document Production) which includes records and earnings statements from the Social Security Administration.

Respectfully submitted,

s/ Jonathan H. Holder

Charles W. Branham, III

(To be Admitted *Pro Hac Vice*)

Jonathan H. Holder (SC Bar No. 77935)

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ATTORNEYS FOR PLAINTIFF

July 20, 2020

Dallas, Texas.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this 20th day of July 2020.

/s/ Teresa Gilliland
Teresa Gilliland, Paralegal

STATE OF SOUTH CAROLINA

COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

SEVENTH JUDICIAL CIRCUIT

C/A No. 2019-CP-42-03968

TRACY JOLLY PAVLISH, individually
and as Personal Representative of the
Estate of BEVERLY DALE JOLLY, and
BRENDA RICE JOLLY,

Plaintiffs,

v.

COVIL CORPORATION et al.,

Defendants.

COVIL CORPORATION'S
MOTION FOR SUMMARY JUDGMENT

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Covil Corporation moves for summary judgment on Plaintiff's claims because they are barred by the applicable limitations period or, in the alternative, because they are based on a lack of sufficient evidence of exposure.

INTRODUCTION

Plaintiff alleges that Covil and other defendants manufactured or are associated with asbestos-containing products that caused Beverly Dale Jolly to develop mesothelioma. (See *generally* Compl. ¶¶ 1-84). Plaintiff, however, has not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Jolly's alleged asbestos exposure. In addition, Mr. Jolly's claim is barred by the applicable South Carolina statute of limitations. Covil asks that the Court enter summary judgment in Covil's favor.

PLAINTIFF'S
EXHIBIT

21E

FACTUAL BACKGROUND

Plaintiffs allege that Beverly Dale Jolly was exposed to asbestos while working in various maintenance positions for Duke Energy Corporation at thirteen job sites from approximately 1979 to 2003. (See Compl. ¶¶ 26-27; Pl.s' Resps. to Standard Interrogs. at 4 & Ex. A (attached as Ex. 1).) Neither Plaintiffs' discovery responses nor Mr. Jolly's deposition testimony mentions any product allegedly installed, supplied, or disturbed by Covil. Plaintiffs allegations are based solely on undocumented claims that Mr. Jolly worked around insulation products sold and supplied by Covil. Plaintiffs also named four jobsites in their discovery responses that were not named in the Complaint. (See Compl. ¶¶ 26-27; Pl.s' Resps. to Standard Interrogs. at 4 & Ex. A, attached as Ex. 1).

Plaintiffs allege that Mr. Jolly "was diagnosed with mesothelioma on or about January 16, 2016 and died from this disease on September 1, 2018." (Compl. ¶ 24.) On April 25, 2016, several months after Mr. Jolly's mesothelioma diagnosis, Plaintiffs filed an asbestos-related personal injury lawsuit in the Court of Common Pleas for Spartanburg County, captioned *Beverly Dale Jolly and Brenda Rice Jolly v. General Electric Co.*, No. 2016-CP-42-1492. (See Pl.'s Prior Compl., attached as Ex. 2). Covil was not a party to that action, nor any asbestos-related lawsuit filed by Plaintiffs, until this case was filed on November 8, 2019, over three years after Mr. Jolly's mesothelioma diagnosis, and over three years after Plaintiffs filed the initial asbestos-related lawsuit. Both the 2016 lawsuit and the 2019 lawsuit allege that Mr. Jolly was diagnosed with mesothelioma as a result of asbestos exposure.

LEGAL STANDARD

Under Rule 56, summary judgment must be granted if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. See *Bishop v. S.C.*

Dep't of Mental Health, 331 S.C. 79, 81, 502 S.E.2d 78, 85–86 (1998); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 114–15, 410 S.E.2d 537, 545 (1991). The Court must view the evidence in the light most favorable to the non-moving party. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The law makes clear that “it is not sufficient for a party [opposing summary judgment] to create an inference that is not reasonable or an issue of fact that is not genuine.” *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

Once a defendant establishes an absence of evidence to sustain the plaintiff’s claim, the burden shifts to the plaintiff, who may not rely on allegations in the pleadings, but instead must set forth specific facts showing that a genuine issue of material fact exists. *See Strother v. Lexington Cty. Recreation Comm’n*, 332 S.C. 54, 61 n.3, 504 S.E.2d 117, 121 n.3 (1998) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545). Moreover, the party opposing summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *See, e.g., Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (2010) (holding that a non-moving party may not rely on speculation to defeat a motion for summary judgment). Indeed, “South Carolina courts have consistently held [that] evidence must amount to more than speculation and conjecture” to survive summary judgment. *McKnight v. S.C. Dep’t of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (2009).

A motion for summary judgment can be used to raise the affirmative defense of the statute of limitations for the first time. *McDonnell v. Consol. Sch. Dist. of Aiken*, 315 S.C. 487 (1994).

ARGUMENT

I. Covil is entitled to summary judgment because the statute of limitations expired prior to being named as a defendant by Plaintiff.

An action for “injury to the person” under South Carolina law must be commenced

within three (3) years of the accrual of the cause of action. *See* S.C. Code Ann §§ 15-3-20, 15-3-530(5). The three-year statute of limitations for personal injury actions begins to run on the date the injured person is diagnosed with an asbestos-related disease. *Quattlebaum v. Carey Canada, Inc.*, 685 F. Supp. 939, 940 (D.S.C. 1988) (Anderson, J.).

An action for “death by wrongful act” must be commenced within three (3) after the “death of the person on account of whose death the action is brought.” S.C. Code § 15-3-530(6). In asbestos-related wrongful death actions, the three-year statute of limitations begins to run “upon the death of the person” whose death is subject of the action. *Id.*

In *Quattlebaum*, the decedent was diagnosed with asbestosis in 1971 and filed an asbestos related lawsuit in 1976.¹ 685 F. Supp. at 940. Subsequently, an asbestos-related wrongful death action was filed in 1986 after the decedent died of asbestosis in 1984. *Id.* Because a personal injury action initiated in 1986, fifteen (15) years after the diagnosis, would have been barred by the statute of limitations, the Court found that the wrongful death action was also barred. The Court noted that “[t]he express language of the wrongful death statute provides a cause of action to the decedent’s representative if ‘the act, neglect or default is such, as would, if death had not ensued, have entitled the party injured to maintain an action.’” *Id.* (quoting S.C. Code Ann. § 15-51-10).

Although it was a District of South Carolina case, the court in *Quattlebaum* concluded that the Supreme Court of South Carolina would:

no doubt find that the wrongful death statute contains language establishing a condition precedent to the right to bring a wrongful death claim. Therefore, a new statutory right is created by § 15-51-10 in the personal representative of the decedent which can only be maintained if the decedent, had he lived, could have maintained such an action.

¹ At the time, the personal injury statute of limitations was six years.

Id. at 942.

The District Court's prediction was realized in *Estate of Stokes v. Pee Dee Family Physicians, LLP*, 389 S.C. 343, 699 S.E.2d 143 (2010) (Toal, C.J. concurring). In *Stokes*, the Court stated, "If 'A' has been injured and has a known claim against Defendant, but fails to file suit within the statute of limitations, and A thereafter dies as a result of the injury, may A's estate file and maintain a wrongful death claim against Defendant? We answer the question, 'No'." 389 S.C. at 344.

In *Stokes*, the injured party's claim arose in March 2003, and he brought a medical malpractice claim in August of 2005 but subsequently died in December of 2006. *Id.* at 345. In November of 2007, after the three-year personal injury statute of limitations had run, the personal representative of the decedent's estate moved to amend the complaint to assert a wrongful death claim and add additional defendants. *Id.* The South Carolina Supreme Court affirmed the lower court's dismissal of the wrongful death claim as to the additional defendants and stated, "[o]ur jurisprudence makes clear that if the decedent was barred from recovering damages for his injuries, the bar passes to the decedent's estate. Succinctly stated, if the defendant had no claim at his death, the estate has no claim." *Id.* at 347.

In reaching its holding, the South Carolina Supreme Court favorably noted *Quattlebaum*, stating it was "correctly decided and adheres to the principle that a decedent's estate may maintain an action only when the decedent would have been entitled to maintain an action had he survived." *Id.* at 349. The Court rejected the notion that the separate statute of limitations for wrongful death actions should somehow "revive a previously barred claim" and instructed that "[s]ection 15-3-530(6) is triggered *only where it is first established that the decedent had a right to recovery at the time of his death.*" *Id.* (emphasis added).

Under *Stokes*, Plaintiffs' claims in this case must be dismissed. According to Plaintiffs' Complaint, Beverly Jolly was diagnosed with mesothelioma on January 16, 2016, (Compl. ¶ 24.), and therefore was aware of his cause of action on or before that date. This awareness is further supported by the fact that Plaintiffs filed a lawsuit in April 2016, more than three months after Mr. Jolly's diagnosis date, alleging that asbestos exposure caused his mesothelioma. Accordingly, the statute of limitations began running on January 16, 2016, and expired on or about January 16, 2019. However, this case was not filed until November 8, 2019, which is more than nine months past the expiration of the statute of limitations and over one year past Mr. Jolly's death on September 1, 2018. These facts are identical to those addressed in *Stokes*, where the court held that the plaintiff's wrongful death action was barred by the statute of limitations. Mr. Jolly's estate has no claim for wrongful death, as his personal injury claim was barred by the statute of limitations at the time of his death. This also holds true for the all other claims made against Covil by Plaintiffs, including negligence, strict liability, vicarious liability of defendants based upon *respondeat superior*, breach of implied warranties, fraudulent misrepresentation, loss of consortium, and the survival action. Therefore, Plaintiffs' claims must be dismissed.

II. Discovery of a Wrongdoer Does Not Toll the Statute of Limitations.

Plaintiffs may claim that the statute of limitations did not begin to run until the discovery of the identity of Covil. However, discovery of a new wrongdoer does not reset or toll the statute of limitations and no other facts have been put forward sufficient to toll the applicable statute.

The statute of limitations may be tolled based upon the common law concept of the "discovery rule". "The courts of South Carolina apply the 'discovery rule' to determine when a cause of action accrues under the Tort Claims Act." *Logan v. Cherokee Landscaping & Grading Co.*, 389 S.C. 611, 618 (Ct. App. 2010). Under the discovery rule, the statute of limitations

begins to run from the date the injured party either knows or should know, by the exercise of reasonable diligence, that a cause of action exists for the wrongful conduct. *Dean v. Ruscon Corp.*, 321 S.C. 360, 363-64 (1996); S.C. Code Ann § 15-3-535.

The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstance of an injury would put a person of common knowledge and experience on notice that some right on his has been invaded or that some claim against another part might exist. The statute of limitations begins to run from that point and not when advice of counsel is sought, or a full-blown theory of recovery is developed.

Snell v. Columbia Gun Exchange, Inc., 276 S.C. 301, 303 (1981). This is an objective determination. *Wilson v. Shannon*, 299 S.C. 512, 513 (Ct. App. 1989).

Discovery of the injury, not the wrongdoer is what is important. Plaintiffs cannot claim that they were unaware of the identity of Covil when they litigated the 2016 lawsuit. South Carolina courts have repeatedly held that,

the focus is upon of the discovery of the injury, not the date of the discovery of the wrongdoer: The important date under the discovery rule is the date that a plaintiff discovers the injury, not the date of the discovery of the identity of another alleged wrongdoer.

Cline v. J.E. Faulkner Homes, Inc., 359 S.C. 367, 371 (Ct. App. 2004) (quoting *Wiggins v. Edwards*, 314 S.C. 126 (1994)).

The date that Plaintiffs discovered the alleged injury in this case was January 16, 2016. That date is the controlling date as to when the statute of limitations began to run. Discovery of Covil as a potential new party does not toll the statute of limitations, and, thus, that statute of limitations has expired, and Plaintiffs' claims must be dismissed.

III. Equitable tolling does not apply.

Plaintiffs offer no facts to support an equitable tolling of the applicable statute of limitations. In South Carolina, "equitable tolling is a doctrine that should be used sparingly and

only when the interests of justice compel its use.” *Hooper v. Ebenezer Senior Serv. & Rehab., Ctr.*, 386 S.C. 108, 117 (Ct. App. 2009); *see, e.g., Irwin v. Dep’t of Veterans Affairs*, 498 U.S. 89, 96 (1990) (stating that while equitable tolling was allowed where claimant actively pursued remedies but filed defective pleadings, or was induced by adversary into allowing deadline to pass, “[w]e have generally been much less forgiving in receiving late filings where the claimant failed to exercise due diligence in preserving his legal rights”); *Hopkins v. Floyd’s Wholesale*, 299 S.C. 127, 130 (1989) (holding statute of limitations equitably tolled for workers’ compensation claim during reliance period in which employer represented to employee that the claim was compensable and would be taken care of without employee filing the claim).

An instructive case on equitable tolling is *Pelzer v. State*, 378 S.C. 516 (Ct. App. 2008). In this case, Pelzer filed an application for post-conviction relief thirteen days outside of the applicable statute of limitations. *Id.* at 518-19. Even though he had not alleged any wrongdoing by the state, Pelzer argued that the statute should be equitably tolled, arguing that the application he submitted was simply filed in the wrong venue. *Id.* at 519. Pelzer’s counsel argued that Pelzer’s misunderstanding of where to file was understandable given his laymen stature and lack of legal knowledge. *Id.* at 522. However, the court stated “we disagree that his error resulted from any lack of legal skill rather than simple neglect. Pelzer’s PCR application, which was filled out by hand and signed, clearly instructs: ‘when the application is completed, the original shall be mailed to the clerk of court for the county in which applicant was convicted.’” *Id.* The court went on to note that, under these facts, the narrow window by which Pelzer’s application missed the statute of limitation could not be construed as so exceptional of circumstances as to warrant equitable tolling. *Id.*

In this case, it is clear that Plaintiffs knew exactly where suit should be filed, having

instituted a prior action against other parties in the 2016 matter. Plaintiffs in this case were also aware of when the statute of limitations began to run as there is no disagreement as to Mr. Jolly's diagnosis date. Plaintiffs simply failed to identify Covil in the previous lawsuit and are now attempting to ignore the bar imposed by the statute of limitations to have a second bite at the apple.

IV. Allowing Plaintiffs' claim to be filed three months after the expiration of the statute of limitations violates South Carolina public policy.

A plaintiff must identify and institute an action against all defendants within the relevant statutory time period. This is black letter law regarding the statute of limitations in South Carolina. Statutes of limitations are not simply technicalities. *Moates v. Bobb*, 322 S.C. 172, 176 (Ct. App. 1996). By stimulating activity, punishing negligence, and promoting repose by giving security and stability to human affairs, the statutes of limitations embody important public policy concern. *Id.* at 172. One purpose of the statute of limitations is "to relieve the courts of the burden of trying stale claims when a plaintiff has slept on his [or her] rights." *McKinny v. CSX Transp., Inc.*, 298 S.C. 47, 49-50 (Ct. App. 1989). Protecting potential defendants from protracted fear of litigation is another very important purpose of the statute of limitations. *Pelzer*, 378 at 520.

Allowing Plaintiffs in this case to skirt the statute of limitations and have a second bite at the apple will inevitably be used as a precedent for a total disregard of the statute of limitations in future cases. In effect, the flood gates will be opened, and long-dead cases will begin to resurface and be refiled with new named defendants, exposing all potential defendants to not just a protracted fear of litigation, but an infinite one, which is directly contrary to the clear public policy of the State of South Carolina and would result in a crippling of our judicial system.

CONCLUSION

For the reasons explained above, Covil respectfully requests that the Court grant Covil's motion for summary judgment and dismiss Covil from this case.

This the 28th day of July, 2020.

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Counsel for Defendant Covil Corporation

IN THE COURT OF COMMON PLEAS
SEVENTH JUDICIAL CIRCUIT
C/A No. 2019-CP-42-03968

TRACY JOLLY PAVLISH, individually
and as Personal Representative of the
Estate of BEVERLY DALE JOLLY, and
BRENDA RICE JOLLY,

Plaintiffs,

V.

COVIL CORPORATION et al.,

Defendants.

COVIL CORPORATION'S AMENDED
MOTION FOR SUMMARY JUDGMENT

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Covil Corporation submits this amended motion for summary judgment.

INTRODUCTION

Plaintiffs allege that Covil and other defendants manufactured or are associated with asbestos-containing products that caused Beverly Dale Jolly to develop mesothelioma. (*See generally* Second Am. Compl. ¶¶ 1–34). Plaintiffs’ claims are barred by the applicable South Carolina statute of limitations. Moreover, even if their claims were timely, Plaintiffs have adduced no evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Jolly’s alleged asbestos exposure. Accordingly, Covil asks that the Court enter summary judgment in Covil’s favor.

FACTUAL BACKGROUND

Plaintiffs allege that Beverly Dale Jolly was exposed to asbestos while working in various maintenance positions for Duke Energy Corporation at thirteen job sites from approximately 1979 to 2003. (See Second Am. Compl. ¶¶ 26-27; Pl.s' Resps. to Standard Interrogs. at 4 & Ex. A (attached as Ex. 1).) Plaintiffs also named four jobsites in their discovery responses that were not named in the Complaint. (See *id.*) Neither Plaintiffs' complaint and discovery responses, nor Mr. Jolly's deposition testimony from previous asbestos litigation, mentions any product allegedly installed, supplied, or disturbed by Covil. Plaintiffs' allegations are based solely on an undocumented assertion that Mr. Jolly worked around insulation products sold and supplied by Covil.

Plaintiffs allege that Mr. Jolly "was diagnosed with mesothelioma on or about January 16, 2016 and died from this disease on September 1, 2018." (Second Am. Compl. ¶ 24.) On April 25, 2016, several months after Mr. Jolly's mesothelioma diagnosis, Plaintiffs filed an asbestos-related personal injury lawsuit in the Court of Common Pleas for Spartanburg County, captioned *Beverly Dale Jolly and Brenda Rice Jolly v. General Electric Co.*, No. 2016-CP-42-1492 (Spartanburg Cnty., SC). (See Pl.s' Prior Compl. (attached as Ex. 2).) Covil was not a party to that action nor any asbestos-related lawsuit filed by Plaintiffs until this case was filed on November 8, 2019, over three years after Mr. Jolly's mesothelioma diagnosis, and over three years after Plaintiffs filed the initial asbestos-related lawsuit. Both the 2016 lawsuit and this lawsuit allege that Mr. Jolly was diagnosed with mesothelioma as a result of asbestos exposure.

LEGAL STANDARD

Under Rule 56, summary judgment must be granted if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. See *Bishop v. S.C.*

Dep't of Mental Health, 331 S.C. 79, 81, 502 S.E.2d 78, 85–86 (1998); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 114–15, 410 S.E.2d 537, 545 (1991). The Court must view the evidence in the light most favorable to the non-moving party. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The law makes clear that “it is not sufficient for a party [opposing summary judgment] to create an inference that is not reasonable or an issue of fact that is not genuine.” *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

Once a defendant establishes an absence of evidence to sustain the plaintiff’s claim, the burden shifts to the plaintiff, who may not rely on allegations in the pleadings, but instead must set forth specific facts showing that a genuine issue of material fact exists. *See Strother v. Lexington Cty. Recreation Comm’n*, 332 S.C. 54, 61 n.3, 504 S.E.2d 117, 121 n.3 (1998) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545). Moreover, the party opposing summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *See, e.g., Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (Ct. App. 2010) (holding that a non-moving party may not rely on speculation to defeat a motion for summary judgment). Indeed, “South Carolina courts have consistently held [that] evidence must amount to more than speculation and conjecture” to survive summary judgment. *McKnight v. S.C. Dep’t of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (Ct. App. 2009).

A motion for summary judgment can be used to raise the affirmative defense of the statute of limitations for the first time. *McDonnell v. Consol. Sch. Dist. of Aiken*, 315 S.C. 487, 489, 445 S.E.2d 638, 639 (1994).

ARGUMENT

I. Covil Is Entitled to Summary Judgment Because the Statute of Limitations Expired Before Covil Was Sued.

An action for “injury to the person” under South Carolina law must be commenced within three years of the accrual of the cause of action. *See* S.C. Code Ann §§ 15-3-20, 15-3-530(5). The three-year statute of limitations for asbestos-related personal injury actions begins to run on the date that the injured person is diagnosed with an asbestos-related disease. *See Quattlebaum v. Carey Canada, Inc.*, 685 F. Supp. 939, 940 (D.S.C. 1988). By contrast, an action for “death by wrongful act” must be commenced within three years after the “death of the person on account of whose death the action is brought.” S.C. Code § 15-3-530(6).

However, a personal representative can assert a statutory right to pursue a wrongful death claim only “if the decedent, had he lived, could have maintained such an action.” *Quattlebaum*, 685 F. Supp. at 942. Thus, when a wrongful death action is based upon an injury to a person, an underlying statute of limitations for the injury giving rise to the death continues to run and will bar a claim if it expires before the estate files a wrongful death action. *See Garner v. Houck*, 312 S.C. 481, 488, 435 S.E.2d 847, 850 (1993).

Garner addressed whether a three-year health care providers’ statute of limitations or a then-existing six-year wrongful death statute of limitations applied. The plaintiff’s mother died unexpectedly in October 1986. In November 1986, the son received an autopsy report that showed the cause of his mother’s death was an undiagnosed bowel obstruction. The son filed a complaint against certain care providers in October 1989—just within the three-year health care providers’ statute of limitations. However, in January 1991 (over a year later), he moved to amend his complaint to add another doctor as a defendant. The trial court dismissed this amended claim against the doctor because it was outside of the health care providers’ three-year

statute of limitations. The son argued on appeal to the Supreme Court that the six-year wrongful death statute of limitation instead should apply, making the amendment timely. The Supreme Court rejected this argument, holding that “wrongful death actions are actions to recover damages for injury to the person, and therefore, the health care provider statute of limitations is applicable to wrongful death actions.” *Id.* at 488, 435 S.E.2d at 850. Thus, the amended complaint was time-barred by the health care providers’ statute of limitations, even though the wrongful death statute of limitations had not run.

Similarly, in *Quattlebaum*, the decedent was diagnosed with asbestosis in 1971 and filed a timely asbestos-related lawsuit in 1976.¹ 685 F. Supp. at 940. Subsequently, an asbestos-related wrongful-death action was filed in 1986 after the decedent had died of asbestosis in 1984. *Id.* Because a personal injury action initiated in 1986, fifteen years after the diagnosis, would have been barred by the statute of limitations, the Court found that the wrongful death action also was barred. The Court noted that “[t]he express language of the wrongful death statute provides a cause of action to the decedent’s representative if ‘the act, neglect or default is such, as would, if death had not ensued, have entitled the party injured to maintain an action.’” *Id.* (quoting S.C. Code Ann. § 15-51-10). Although *Quattlebaum* was a federal case, the court concluded that the Supreme Court of South Carolina would “no doubt find that the wrongful death statute contains language establishing a condition precedent to the right to bring a wrongful death claim. Therefore, a new statutory right is created by § 15-51-10 in the personal representative of the decedent which can only be maintained if the decedent, had he lived, could have maintained such an action.” *Id.* at 942.

¹ At the time, the personal injury statute of limitations was six years.

The *Quattlebaum* court's prediction was realized in *Estate of Stokes v. Pee Dee Family Physicians, LLP*, 389 S.C. 343, 699 S.E.2d 143 (2010) (Toal, C.J. concurring). In *Stokes*, the injured party's claim arose in March 2003. He brought a medical malpractice claim in August 2005, but subsequently died in December 2006. *Id.* at 345, 699 S.E.2d at 144. In November 2007, after the three-year personal injury statute of limitations had run, the personal representative of the decedent's estate moved to amend the complaint to assert a wrongful-death claim and to add additional defendants. *Id.* The Supreme Court of South Carolina affirmed the lower court's dismissal of the wrongful-death claim as to the additional defendants, noting that "[o]ur jurisprudence makes clear that if the decedent was barred from recovering damages for his injuries, the bar passes to the decedent's estate." *Id.* at 347, 699 S.E.2d at 145.

In reaching its holding, the Supreme Court favorably cited *Quattlebaum*, stating that the case was "correctly decided and adheres to the principle that a decedent's estate may maintain an action only when the decedent would have been entitled to maintain an action had he survived." *Id.* at 349, 699 S.E.2d at 146. The Court rejected the notion that the separate statute of limitations for wrongful death actions should somehow "revive a previously barred claim." *Id.* at 349, 699 S.E.2d at 146.²

Under the foregoing precedent, Plaintiffs' claims in this case must be dismissed. According to Plaintiffs' Second Amended Complaint, Beverly Jolly was diagnosed with

² Although the *Stokes* opinion also states that the wrongful-death statute of limitations "is triggered only where it is first established that the decedent had a right of recovery at the time of death," that case involved a scenario where the personal injury claim had expired before the decedent's death. 389 S.C. at 349, 699 S.E.2d at 146. *Stokes* did not address the scenario here, where the personal injury claim became time-barred after the decedent's death but well before the personal representative filed a wrongful-death action. Because Mr. Jolly could not have filed a timely action against Covil on November 8, 2019, had he lived that long, *Garner* and *Quattlebaum* mandate that the personal representative's complaint filed on that date be dismissed as untimely.

mesothelioma on January 16, 2016, (Second Am. Compl. ¶ 24.), and Plaintiffs therefore were aware of his cause of action on or before that date. This awareness is further supported by the fact that Plaintiffs filed a lawsuit in April 2016, more than three months after Mr. Jolly's diagnosis date, alleging that asbestos exposure had caused Mr. Jolly's mesothelioma. Accordingly, the statute of limitations began running on January 16, 2016, and expired on or about January 16, 2019. This case, however, was not filed until November 8, 2019—more than nine months after the expiration of the statute of limitations, and over one year after Mr. Jolly's death on September 1, 2018. If Mr. Jolly had survived, he could not have filed a timely action against Covil on November 8, 2019. Thus, his personal representative is also precluded from filing an action on that date. *See Quattlebaum*, 685 F. Supp. at 942. The Wrongful Death Act does not apply to revive the claim. *See Garner*, 312 S.C. at 488, 435 S.E.2d at 850 at 488, 435 S.E.2d at 850.

II. Discovery of a Wrongdoer Does Not Toll the Statute of Limitations.

Plaintiffs may claim that the statute of limitations did not begin to run until they discovered the identity of Covil. Given that Covil has been a defendant in South Carolina asbestos litigation for decades, however, any contention that Plaintiffs' counsel were unaware of the identity of Covil in April 2016 would be dubious. Regardless, discovery of a new wrongdoer does not reset or toll the statute of limitations, and no other facts have been put forward sufficient to toll the applicable statute.

The statute of limitations may be tolled based on the "discovery rule." "The courts of South Carolina apply the 'discovery rule' to determine when a cause of action accrues under the Tort Claims Act." *Logan v. Cherokee Landscaping & Grading Co.*, 389 S.C. 611, 618, 698 S.E.2d 879, 883 (Ct. App. 2010). Under the discovery rule, the statute of limitations begins to run from the date that the injured party either knows or should know, by the exercise of

reasonable diligence, that a cause of action exists for the wrongful conduct. *Dean v. Ruscon Corp*, 321 S.C. 360, 363-64, 468 S.E.2d 645, 647 (1996); S.C. Code Ann § 15-3-535.

The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstance of an injury would put a person of common knowledge and experience on notice that some right on his has been invaded or that some claim against another part might exist. The statute of limitations begins to run from that point and not when advice of counsel is sought, or a full-blown theory of recovery is developed.

Snell v. Columbia Gun Exchange, Inc., 276 S.C. 301, 303, 278 S.E.2d 333, 334 (1981). This is an objective determination. *Wilson v. Shannon*, 299 S.C. 512, 513, 386 S.E.2d 257, 258 (Ct. App. 1989).

Discovery of the injury, not the wrongdoer, is what matters. South Carolina courts have repeatedly held that,

the focus is upon the date of discovery of the injury, not the date of the discovery of the wrongdoer: The important date under the discovery rule is the date that a plaintiff discovers the injury, not the date of the discovery of the identity of another alleged wrongdoer.

Cline v. J.E. Faulkner Homes, Inc., 359 S.C. 367, 371, 597 S.E.2d 27, 29 (Ct. App. 2004) (quoting *Wiggins v. Edwards*, 314 S.C. 126, 128, 442 S.E.2d 169, 170 (1994)).

The date that Plaintiffs discovered the alleged injury in this case was January 16, 2016. That date is the controlling date as to when the statute of limitations began to run. Discovery of Covil as a potential new party does not toll the statute of limitations, and thus, that statute of limitations has expired, and Plaintiffs' claims must be dismissed.

III. Equitable Tolling Does Not Apply.

Plaintiffs offer no facts to support an equitable tolling of the applicable statute of limitations. In South Carolina, "equitable tolling is a doctrine that should be used sparingly and only when the interests of justice compel its use." *Hooper v. Ebenezer Senior Serv. & Rehab.*,

Ctr., 386 S.C. 108, 117, 687 S.E.2d 29, 33 (2009); *see, e.g., Irwin v. Dep't of Veterans Affairs*, 498 U.S. 89, 96 (1990) (stating that while equitable tolling was allowed where claimant actively pursued remedies but filed defective pleadings, or was induced by adversary into allowing deadline to pass, “[w]e have generally been much less forgiving in receiving late filings where the claimant failed to exercise due diligence in preserving his legal rights”); *Hopkins v. Floyd’s Wholesale*, 299 S.C. 127, 130, 382 S.E.2d 907, 909 (1989) (holding statute of limitations equitably tolled for workers’ compensation claim during reliance period in which employer represented to employee that the claim was compensable and would be taken care of without employee filing the claim).

An instructive case on equitable tolling is *Pelzer v. State*, 378 S.C. 516, 662 S.E.2d 618 (Ct. App. 2008). There, the plaintiff filed an application for post-conviction relief thirteen days outside of the applicable statute of limitations. *Id.* at 518-19, 662 S.E.2d at 619. Even though he had not alleged any wrongdoing by the state, the plaintiff argued that the statute should be equitably tolled because the application he submitted was simply filed in the wrong venue. *Id.* at 519, 662 S.E.2d at 619-20. The plaintiff’s counsel argued that the plaintiff’s misunderstanding of where to file was understandable, given his layman status and lack of legal knowledge. *Id.* at 522, 662 S.E.2d at 621. However, the court stated, “we disagree that his error resulted from any lack of legal skill rather than simple neglect. Pelzer’s PCR application, which was filled out by hand and signed, clearly instructs: ‘when the application is completed, the original shall be mailed to the clerk of court for the county in which applicant was convicted.’” *Id.* The court went on to note that, under these facts, the narrow window by which the plaintiff’s application missed the statute of limitation could not be construed as so exceptional a circumstance as to warrant equitable tolling. *Id.*

In this case, it is clear that Plaintiffs knew exactly where suit should be filed, having instituted a prior action against other parties in the 2016 matter. Plaintiffs were also aware of when the statute of limitations began to run, as there is no disagreement as to Mr. Jolly's diagnosis date. Plaintiffs simply failed to identify Covil in the previous lawsuit and are now attempting to ignore the bar imposed by the statute of limitations.

IV. Covil Is Entitled to Summary Judgment Because Plaintiff Cannot Satisfy the “Frequency, Regularity and Proximity” Requirement under South Carolina Law.

For a claim of asbestos exposure to be actionable, the plaintiff must establish sufficient proximate cause between the injury and exposure to asbestos from a particular product. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). The Supreme Court of South Carolina has adopted the “frequency, regularity and proximity test” established by the Fourth Circuit in *Lohrmann v. Pittsburgh Corning Corp.*, 782 F.2d 1156 (4th Cir. 1986). *See Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Under that standard, “[t]o support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time in proximity to where the plaintiff actually worked.” *Lohrmann*, 782 F.2d at 1162. Importantly, “presence in the vicinity of static asbestos is not exposure to asbestos.” *Henderson*, 373 S.C. at 185, 644 S.E.2d at 727.

To prevail under the standards set forth in *Lohrmann* and *Henderson*, Plaintiffs must produce evidence that Mr. Jolly was substantially exposed to asbestos dust from an asbestos-containing product supplied or installed by Covil on a regular basis, over an extended period of time. Plaintiffs cannot meet that burden here. They have offered no evidence that Mr. Jolly was ever near a product supplied, installed, or disturbed by Covil—much less an asbestos-containing product. In fact, Mr. Jolly did not make any reference to Covil during his 2016 depositions.

Because there is not even a “scintilla” of evidence that Mr. Jolly was regularly, frequently, and proximately exposed to *any* product supplied or installed by Covil—much less an asbestos-containing product—it is, as a matter of law, impossible for Covil to be liable to Plaintiffs. *Hancock v. Mid-S. Mgmt. Co.*, 381 S.C. 326, 330, 673 S.E.2d 801, 802–03 (2009); *see Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Thus, Covil is entitled to summary judgment as a matter of law.

CONCLUSION

For the reasons explained above, Covil respectfully requests that the Court grant Covil’s motion for summary judgment and dismiss Covil from this case.

This the 21st day of August, 2020.

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Counsel for Defendant Covil Corporation

RONNIE J. JONAS	)	C/A No. _____
	)	
Plaintiff,	)	
v.	)	
	)	In Re:
AIR & LIQUID SYSTEMS	)	Asbestos Personal Injury Litigation
CORPORATION;	)	Coordinated Docket
	)	
ABB INC.;	)	
	)	
AECOM ENERGY & CONSTRUCTION,	)	
INC.;	)	<u>SUMMONS</u>
	)	
ANCHOR DARLING VALVE COMPANY;	)	
	)	
A. O. SMITH CORPORATION;	)	
	)	
ARMSTRONG INTERNATIONAL, INC.;	)	
	)	
AURORA PUMP COMPANY;	)	
	)	
BAHNSON, INC.;	)	
	)	
BW/IP INC.;	)	
	)	
CARBOLINE COMPANY;	)	
	)	
CARRIER CORPORATION;	)	
	)	
CARVER PUMP COMPANY;	)	
	)	
CIRCOR INSTRUMENTATION	)	
TECHNOLOGIES, INC.;	)	
	)	
COVIL CORPORATION;	)	
	)	
CRANE CO.;	)	
	)	
CROSBY VALVE, LLC;	)	
	)	
	)	
	)	

PLAINTIFF'S
EXHIBIT

CONFIDENTIAL

DANIEL INTERNATIONAL)
CORPORATION;)
)
EATON CORPORATION;)
)
EMCOR GROUP, INC.;)
)
FISHER CONTROLS INTERNATIONAL,)
LLC;)
)
FLOWSERVE CORPORATION;)
)
FLOWSERVE US INC.;)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL;)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.;)
)
FLUOR DANIEL SERVICES)
CORPORATION;)
)
FLUOR ENTERPRISES, INC.;)
)
FOSTER WHEELER ENERGY)
CORPORATION;)
)
GARDNER DENVER, INC.;)
)
GENERAL ELECTRIC COMPANY;)
)
THE GORMAN-RUPP COMPANY;)
)
GOULD ELECTRONICS, INC.;)
)
GOULDS PUMPS, INCORPORATED;)
)
GREAT BARRIER INSULATION CO.,)
INC.;)
)
GRINNELL LLC;)
)
HENRY PRATT COMPANY, LLC;)
)
HOWDEN NORTH AMERICA INC.;)

I & M INDUSTRIALS, INC.;)
)
IMO INDUSTRIES, INC.;)
)
INGERSOLL-RAND COMPANY;)
)
ITT, LLC;)
)
MORSE TEC LLC;)
)
THE NASH ENGINEERING COMPANY;)
)
OCCIDENTAL CHEMICAL)
CORPORATION;)
)
RILEY POWER INC.;)
)
SCHNEIDER ELECTRIC USA, INC.;)
)
SHERWIN-WILLIAMS COMPANY THE;)
)
SOUTHERN INSULATION, INC.;)
)
SPIRAX SARCO, INC.;)
)
SPX COOLING TECHNOLOGIES, INC.;)
)
STARR DAVIS COMPANY, INC.;)
)
STARR DAVIS COMPANY OF S.C., INC.;)
)
TRANE U.S. INC.;)
)
UNIROYAL HOLDING INC.;)
)
UNITED CONVEYOR CORPORATION;)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY;)
)
UNITED STATES STEEL)
CORPORATION;)
)
UNITHERM, INC.;)
)

VELAN VALVE CORP.;	)
	)
VIAD CORP;	)
	)
VIKING PUMP, INC.;	)
	)
VIACOMCBS INC.;	)
	)
WEIR VALVES & CONTROLS USA, INC.;	)
	)
YORK INTERNATIONAL	)
CORPORATION;	)
	)
YUBA HEAT TRANSFER, LLC;	)
	)
ZURICH AMERICAN INSURANCE	)
COMPANY;	)
	)
ZURN INDUSTRIES, LLC;	)
	)
Defendants.	)
	)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

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Respectfully submitted,

s/Theile B. McVey

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ATTORNEYS FOR PLAINTIFF

February 26, 2020

Columbia, South Carolina.

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

RONNIE J. JONAS

Plaintiff,

v.

AIR & LIQUID SYSTEMS

CORPORATION,

individually, and as successor-in- interest to
BUFFALO PUMPS, INC.

ABB INC.

AECOM ENERGY & CONSTRUCTION,

INC., individually and as successor-in-
interest to YEARGIN CONSTRUCTION
COMPANY, INC.

**ANCHOR DARLING VALVE
COMPANY**

A. O. SMITH CORPORATION

ARMSTRONG INTERNATIONAL, INC.

AURORA PUMP COMPANY

BAHNSON, INC.

BW/IP INC.

and its wholly-owned subsidiaries

CARBOLINE COMPANY

CARRIER CORPORATION

CARVER PUMP COMPANY

CIRCOR INSTRUMENTATION

TECHNOLOGIES, INC.,

f/k/a HOKE, INC.

C/A No. _____

In Re:

Asbestos Personal Injury Litigation

Coordinated Docket

Living Mesothelioma

COMPLAINT

(Jury Trial Demanded)

CONFIDENTIAL

COVIL CORPORATION	)
	)
CRANE CO.	)
	)
CROSBY VALVE, LLC	)
	)
DANIEL INTERNATIONAL CORPORATION	)
	)
EATON CORPORATION	)
	)
EMCOR GROUP, INC.	)
individually and as successor-in-interest to	)
BAHNSON, INC.	)
	)
FISHER CONTROLS INTERNATIONAL, LLC	)
	)
FLOWSERVE CORPORATION	)
f/k/a THE DURIRON COMPANY INC.	)
	)
FLOWSERVE US INC.	)
individually, and as successor-in-interest to	)
EDWARD VALVES, INC.	)
	)
FLUOR CONSTRUCTORS INTERNATIONAL,	)
f/k/a FLUOR CORPORATION	)
	)
FLUOR CONSTRUCTORS INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FOSTER WHEELER ENERGY CORPORATION	)
	)
GARDNER DENVER, INC.	)
	)
GENERAL ELECTRIC COMPANY	)
	)
THE GORMAN-RUPP COMPANY	)
	)

GOULD ELECTRONICS, INC.,)
individually, and as successor-in-interest to)
ITE CIRCUIT BREAKER CO.)
)
GOULDS PUMPS, INCORPORATED)
)
GREAT BARRIER INSULATION CO.,)
INC.)
individually, and as successor-in-interest to)
GREAT BARRIER INSULATION CO.)
)
GRINNELL LLC)
d/b/a GRINNELL CORPORATION)
)
HENRY PRATT COMPANY, LLC)
a subsidiary of MUELLER CO. LLC)
)
HOWDEN NORTH AMERICA INC.)
f/k/a HOWDEN BUFFALO INC.)
successor-in-interest to BUFFALO FORGE)
COMPANY)
)
I & M INDUSTRIALS, INC.)
)
IMO INDUSTRIES, INC.)
)
INGERSOLL-RAND COMPANY)
)
ITT, LLC)
f/k/a ITT CORPORATION, ITT)
INDUSTRIES INC., ITT FLUID)
PRODUCTS CORP., HOFFMAN)
SPECIALTY MFG. CORP., BELL and)
GOSSETT COMPANY, ITT MARLOW,)
and KENNEDY VALVE COMPANY)
)
MORSE TEC LLC)
f/k/a BORGWARNER MORSE TEC LLC,)
and successor-by-merger to)
BORG-WARNER CORPORATION)
)
THE NASH ENGINEERING COMPANY)
)
OCCIDENTAL CHEMICAL)
CORPORATION, individually, and as)
successor-in-interest to HOOKER)

CHEMICAL COMPANY, and as successor)
to DUREZ CORPORATION)
)
RILEY POWER INC.)
f/k/a RILEY STOKER CORPORATION and)
DB RILEY, INC.)
)
SCHNEIDER ELECTRIC USA, INC.)
f/k/a SQUARE D COMPANY)
)
THE SHERWIN-WILLIAMS COMPANY)
)
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.)
)
TRANE U.S. INC.)
f/k/a AMERICAN STANDARD INC.)
)
UNIROYAL HOLDING INC.)
f/k/a UNITED STATES RUBBER)
COMPANY, INC.)
)
UNITED CONVEYOR CORPORATION)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
)
UNITED STATES STEEL)
CORPORATION)
)
UNITHERM, INC.)
individually, and as successor-by-merger to)
VOGT & COMPANY)
)
VELAN VALVE CORP.)
)
)

VIAD CORP)
f/k/a THE DIAL CORPORATION,)
individually, and as successor-in-interest to)
GRISCOM-RUSSELL COMPANY)
)
VIKING PUMP, INC.)
)
VIACOMCBS INC.)
f/k/a CBS CORPORATION,)
a Delaware corporation f/k/a VIACOM, INC.,)
successor-by-merger to CBS)
CORPORATION, a Pennsylvania)
corporation, f/k/a WESTINGHOUSE)
ELECTRIC CORPORATION)
)
WEIR VALVES & CONTROLS USA,)
INC.)
individually and as successor-in-interest to)
ATWOOD & MORRILL CO., INC.)
)
YORK INTERNATIONAL)
CORPORATION)
)
YUBA HEAT TRANSFER, LLC)
)
ZURICH AMERICAN INSURANCE)
COMPANY)
a/k/a ZURICH NORTH AMERICA, INC.)
)
ZURN INDUSTRIES, LLC)
individually and as successor-in-interest to)
ZURN INDUSTRIES, INC.)
)
Defendants.)
_____)

PLAINTIFF'S ORIGINAL COMPLAINT

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

GENERAL ALLEGATIONS

1. Plaintiff Ronnie J. Jonas has been diagnosed with mesothelioma.
2. This Court has personal jurisdiction over Defendants because Plaintiff's claims arise from Defendants' conduct in:
 - (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;
 - (b) Contracting to supply services or things in the State;
 - (c) Commission of a tortious act in whole or in part in this State;
 - (d) Having an interest in, using, or possessing real property in this State; and/or
 - (e) Entering into a contract to be performed in whole or in part by either party in this State.
3. 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.
4. 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.
5. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Ronnie J. Jonas to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

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

7. Plaintiff Ronnie J. Jonas was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

8. Plaintiff Ronnie J. Jonas worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

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

DEFENDANT	ALTERNATE ENTITY
AIR & LIQUID SYSTEMS CORPORATION	as successor-in- interest to Buffalo Pumps, Inc.

DEFENDANT	ALTERNATE ENTITY
AECOM ENERGY & CONSTRUCTION, INC.	as successor-in-interest to Yeargin Construction Company, Inc.
BW/IP INC.	and its wholly-owned subsidiaries
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.	f/k/a Hoke, Inc.
EMCOR GROUP, INC.	as successor-in-interest to Bahnson, Inc.
FLOWERVE CORPORATION	f/k/a The Duriron Company Inc.
FLOWERVE US INC.	as successor-in-interest to Edward Valves, Inc.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a Fluor Corporation
GOULD ELECTRONICS, INC.	successor-in-interest to ITE Circuit Breaker Co.
GREAT BARRIER INSULATION CO., INC.	as successor-in-interest to Great Barrier Insulation Co.
GRINNELL LLC	d/b/a Grinnell Corporation
HENRY PRATT COMPANY, LLC	a subsidiary of Mueller Co. LLC
HOWDEN NORTH AMERICA INC.	f/k/a Howden Buffalo Inc. successor-in-interest to Buffalo Forge Company
ITT, LLC	f/k/a ITT Corporation, ITT Industries Inc., ITT Fluid Products Corp., Hoffman Specialty Mfg. Corp., Bell and Gossett Company, ITT Marlow, and Kennedy Valve Company
MORSE TEC LLC	f/k/a BorgWarner Morse TEC LLC, and successor-by-merger to Borg-Warner Corporation
OCCIDENTAL CHEMICAL CORPORATION	as successor-in-interest to Hooker Chemical Company, and as successor to Durez Corporation
RILEY POWER INC.	f/k/a Riley Stoker Corporation and DB Riley, Inc.

DEFENDANT	ALTERNATE ENTITY
SCHNEIDER ELECTRIC USA, INC.	f/k/a Square D Company
SPX COOLING TECHNOLOGIES, INC.	as successor-in-interest to Marley Cooling Towers Co.
TRANE U.S. INC.	f/k/a American Standard Inc.
UNITHERM, INC.	as successor-by-merger to Vogt & Company
UNIROYAL HOLDING INC.	f/k/a United States Rubber Company, Inc.
VIAD CORP	f/k/a The Dial Corporation, individually, and as successor-in-interest to Griscom-Russell Company
VIACOMCBS INC.	f/k/a CBS Corporation, a Delaware corporation, f/k/a Viacom, Inc., successor-by-merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to Atwood & Morrill Co., Inc.
ZURICH AMERICAN INSURANCE COMPANY	a/k/a Zurich North America, Inc.
ZURN INDUSTRIES, LLC	as successor-in-interest to Zurn Industries, Inc.

10. 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.

11. 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