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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 35**

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southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against BROCK SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

31. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries Inc. in Rock Hill, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against CELANESE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **CNA HOLDINGS LLC** f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing

products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility a/k/a Fiber Industries Inc. in Rock Hill, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant. Plaintiffs' claims against CNA HOLDINGS LLC arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **COPES-VULCAN, INC.**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, COPES-VULCAN, INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Vulcan blowers. COPES-VULCAN, INC. is sued as a Product Defendant. Plaintiffs' claims against COPES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

34. 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 Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

36. Defendant, **CRANE INSTRUMENTATION & SAMPLING, INC.** f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC., was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, CRANE INSTRUMENTATION & SAMPLING, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hoke valves. CRANE INSTRUMENTATION & SAMPLING, INC. is sued as a Product Defendant. Plaintiffs' claims against CRANE INSTRUMENTATION & SAMPLING, INC. arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **CROSBY VALVE, LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Crosby valves. CROSBY VALVE, LLC is sued as a Product Defendant. Plaintiffs' claims against

CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **DANA COMPANIES LLC**, individually and as successor-by-merger to DANA CORPORATION, was and is a Virginia limited liability company with its principal place of business in Ohio. At all times material hereto, DANA COMPANIES LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Victor gaskets. DANA COMPANIES LLC is sued as a Product Defendant. Plaintiffs' claims against DANA COMPANIES LLC arise out of this Defendant's business activities in the State of South Carolina.

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

40. Defendant, **DAVIS-STANDARD, LLC**, was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, DAVIS-STANDARD, 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 Black Clawson converting machinery. DAVIS-STANDARD, LLC is sued as a Product Defendant. Plaintiffs' claims against DAVIS-STANDARD, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

42. Defendant, **EMERSON ELECTRIC CO.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hancock valves (as well as any residual liability Defendant may hold for subsidiaries Fisher Control International and Crosby Valve). EMERSON ELECTRIC CO. is sued as a Product Defendant.

Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.

43. Defendant, **ENGIE NORTH AMERICA INC.**, individually and as successor-in-interest to GDF SUEZ ENERGY DEVELOPMENT NA, LLC successor-in-interest to CRSS INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ENGIE NORTH AMERICA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ENGIE NORTH AMERICA INC. is sued as a Product Defendant. ENGIE NORTH AMERICA 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against ENGIE NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

44. 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.

45. Defendant, **ERICSSON INC.**, individually, and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ERICSSON INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Anaconda wire. ERICSSON INC. is sued as a Product Defendant. Plaintiffs' claims against ERICSSON INC. arise out of this Defendant's business activities in the State of South Carolina.

46. 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.

47. Defendant, **FLOWSERVE CORPORATION**, f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment,

including, but not limited to, asbestos-containing Durco pumps and valves, and Duriron pumps. FLOWERVE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FLOWERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

48. Defendant, **FLOWERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., as successor-in-interest to LAWRENCE PUMPS, INC., and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWERVE US INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, Rockwell valves and Lawrence pumps. FLOWERVE US INC. is sued as a Product Defendant. Plaintiffs' claims against FLOWERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

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

people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

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

51. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES

CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., 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.

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

53. Defendant, **FMC CORPORATION**, on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler boilers and cooling towers. 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.

55. Defendant, **GARDNER DENVER NASH, LLC**, individually and as successor-in-interest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, GARDNER DENVER NASH, 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 Nash pumps. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **GDF SUEZ ENERGY DEVELOPMENT NA, LLC**, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, GDF SUEZ ENERGY DEVELOPMENT NA, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of

facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. GDF SUEZ ENERGY DEVELOPMENT NA, LLC is sued as a Product Defendant. GDF SUEZ ENERGY DEVELOPMENT NA, 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against GDF SUEZ ENERGY DEVELOPMENT NA, LLC arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **GENERAL CABLE CORPORATION**, was and is a Delaware corporation with its principal place of business in Kentucky. At all times material hereto, GENERAL CABLE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Carol wire. GENERAL CABLE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against GENERAL CABLE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **GENERAL CABLE INDUSTRIES, INC.** f/k/a GENERAL CABLE CORPORATION, was and is a Delaware corporation with its principal place of business in Kentucky. At all times material hereto, GENERAL CABLE INDUSTRIES, 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 Carol wire. GENERAL CABLE INDUSTRIES, INC. is sued as a Product Defendant. Plaintiffs' claims against

GENERAL CABLE INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

61. Defendant, **GG OF FLORIDA, INC.** f/k/a HIGBEE INC., was and is a New York corporation with its principal place of business in Florida. At all times material hereto, GG OF FLORIDA, 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 gasket materials. GG OF FLORIDA, INC. is sued as a Product Defendant. Plaintiffs' claims

against GG OF FLORIDA, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

63. Defendant, **GREENE, TWEED & CO., INC.**, was and is a North Carolina corporation with its principal place of business in Pennsylvania. At all times material hereto, GREENE, TWEED & CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Greene Tweed packing and Palmetto packing. GREENE, TWEED & CO., INC. is sued as a Product Defendant. Plaintiffs' claims against GREENE, TWEED & CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **HAMON RESEARCH-COTTRELL, INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HAMON

RESEARCH-COTTRELL, 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 precipitators, Buell precipitators and Research-Cottrell dust collectors. HAMON RESEARCH-COTTRELL, INC. is sued as a Product Defendant. Plaintiffs' claims against HAMON RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **HOLLINGSWORTH & VOSE COMPANY**, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, HOLLINGSWORTH & VOSE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, 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 gasket paper. HOLLINGSWORTH & VOSE COMPANY is sued as a Product Defendant. Plaintiffs' claims against HOLLINGSWORTH & VOSE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **HONEYWELL INTERNATIONAL INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bendix brakes. HONEYWELL INTERNATIONAL INC. is sued as a Product Defendant. Plaintiffs' claims against

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

67. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 DeLaval pumps. IMO INDUSTRIES INC. is sued as a Product Defendant. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in New York. At all times material hereto, ITT 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 Bell and Gossett pumps and Ross heat exchangers. ITT LLC is sued as a Product Defendant. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **JACOBS ENGINEERING GROUP INC.**, individually and as successor-in-interest to J.E. SIRRINE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, JACOBS ENGINEERING GROUP INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities

that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. JACOBS ENGINEERING GROUP INC. is sued as a Product Defendant. JACOBS ENGINEERING GROUP INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against JACOBS ENGINEERING GROUP INC. arise out of this Defendant's business activities in the State of South Carolina.

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

71. Defendant, **KADANT BLACK CLAWSON, LLC**, individually and as successor-in-interest to THERMO FIBERTECK INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, KADANT BLACK CLAWSON, 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 Black Clawson stock preparation equipment and fiber processing equipment. KADANT BLACK CLAWSON, LLC is sued as a Product Defendant. Plaintiffs' claims against KADANT BLACK CLAWSON, LLC arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.

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

74. Defendant, **NEW-INDY CATAWBA LLC**, was and is a Delaware limited liability company with its principal place of business in South Carolina. At all times material hereto, NEW-INDY CATAWBA LLC owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Bowater facility in Rock Hill, South Carolina. NEW-INDY CATAWBA LLC is sued as a Premises Defendant. Plaintiffs' claims against NEW-INDY CATAWBA LLC arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **NEW-INDY CONTAINERBOARD LLC**, individually, and as successor-in-interest to RESOLUTE FP US, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, NEW-INDY

CONTAINERBOARD LLC owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Bowater facility in Rock Hill, South Carolina. NEW-INDY CONTAINERBOARD LLC is sued as a Premises Defendant. Plaintiffs' claims against NEW-INDY CONTAINERBOARD LLC arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **OCCIDENTAL CHEMICAL CORPORATION** as successor to DUREZ CORPORATION, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, OCCIDENTAL CHEMICAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers. OCCIDENTAL CHEMICAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against OCCIDENTAL CHEMICAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **PLASTICS ENGINEERING COMPANY** d/b/a PLENCO, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, PLASTICS ENGINEERING COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers and phenolic molding products. PLASTICS ENGINEERING COMPANY is sued as a Product Defendant. Plaintiffs' claims against PLASTICS ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

79. Defendant, **PPG INDUSTRIES, INC.**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, PPG INDUSTRIES, INC. owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the PPG facility in Shelby, North Carolina. PPG INDUSTRIES, INC. is sued as a Premises Defendant. Plaintiffs' claims against PPG INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **RESOLUTE FP US INC. f/k/a BOWATER, INCORPORATED**, was and is a Delaware corporation with its principal place of business in Tennessee. At all times material hereto, RESOLUTE FP US INC. owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Bowater facility in Rock Hill, South Carolina. RESOLUTE FP US INC. is sued as a Premises Defendant. Plaintiffs' claims against RESOLUTE FP US INC. arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **RILEY POWER INC.**, f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **ROCKWELL AUTOMATION, INC.**, individually and as successor-in-interest to ALLEN-BRADLEY COMPANY LLC f/k/a ROCKWELL INTERNATIONAL CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, ROCKWELL AUTOMATION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Allen-Bradley electrical panels. ROCKWELL AUTOMATION, INC. is sued as a Product Defendant. Plaintiffs' claims against ROCKWELL AUTOMATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **ROGERS CORPORATION**, was and is a Massachusetts corporation with its principal place of business in Arizona. At all times material hereto, ROGERS CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers. ROGERS CORPORATION is sued as a Product Defendant. Plaintiffs' claims

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

84. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant. RUST ENGINEERING & CONSTRUCTION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.add as sii to SIRRINE Environmental

85. Defendant, **RUST INTERNATIONAL INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product

Defendant. RUST INTERNATIONAL INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

86. Defendant, **SCHNEIDER ELECTRIC USA, INC.**, f/k/a SQUARE D COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Square D electrical panels and components. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

87. Defendant, **SOUTHERN INSULATION INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION INC. is sued as a Product Defendant. SOUTHERN INSULATION INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Southern Insulation Inc., exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., 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.

88. Defendant, **SPI LLC**, a/k/a SPECIALTY PRODUCTS AND INSULATION LLC, individually and as successor-in-interest to PRESNELL INSULATION CO., INC., was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, SPI 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.. SPI LLC is sued as a Product Defendant. SPI 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against SPI LLC arise out of this Defendant's business activities in the State of South Carolina.

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

90. Defendant, **SPRINGS INDUSTRIES, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, SPRINGS

INDUSTRIES, INC. owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Rock Hill Printing and Finishing plant in Rock Hill, South Carolina. SPRINGS INDUSTRIES, INC. is sued as a Premises Defendant. Plaintiffs' claims against SPRINGS INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

91. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually and as successor to MARLEY COOLING TOWERS CO., was and is a Delaware corporation with its principal place of business in Kansas. At all times material hereto, SPX COOLING TECHNOLOGIES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers. SPX COOLING TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiffs' claims against SPX COOLING TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

92. 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 Plaintiff Edward R. Morgan, Sr., 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.

93. 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 Plaintiff Edward R. Morgan, Sr., 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.

94. Defendant, **STERLING FLUID SYSTEMS (USA), LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA), LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps. STERLING FLUID SYSTEMS (USA), LLC is sued as a Product Defendant. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA), LLC arise out of this Defendant's business activities in the State of South Carolina.

95. Defendant, **THE OKONITE COMPANY, INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, THE OKONITE 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 wires and cables. THE OKONITE COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against THE OKONITE COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

97. Defendant, **TUTOR PERINI CORPORATION**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is a Massachusetts corporation with its principal place of business in California. At all times material hereto, TUTOR PERINI CORPORATION, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at

numerous jobsites throughout the southeastern United States. TUTOR PERINI CORPORATION is sued as a Product Defendant. TUTOR PERINI 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against TUTOR PERINI CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

98. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers and phenolic molding compounds. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

99. Defendant, **UNIROYAL HOLDING INC. f/k/a UNITED STATES RUBBER COMPANY, INC.**, was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Asbeston cloth and blankets. UNIROYAL HOLDING INC. is sued as a Product Defendant. Plaintiffs' claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

100. Defendant, **UNITED CONVEYOR CORPORATION**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 ash hoppers and valves. UNITED CONVEYOR CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

101. 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.

102. Defendant, **UNITED STATES STEEL CORPORATION**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, UNITED STATES STEEL 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 AS&W wire. UNITED STATES STEEL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNITED STATES STEEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

103. Defendant, **VALMET INC.**, individually and as successor-in-interest to GL&V PAPER MACHINE GROUP, INC., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, VALMET 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 Black Clawson paper machinery. VALMET INC. is sued as a Product Defendant. Plaintiffs' claims against VALMET INC. arise out of this Defendant's business activities in the State of South Carolina.

104. 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. mined, manufactured, processed, imported, converted, compounded, supplied, 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 blowers, generators, motors and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiffs' claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

105. Defendant, **WARREN PUMPS LLC**, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, WARREN PUMPS LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Warren pumps. WARREN PUMPS LLC is sued as a Product Defendant. Plaintiffs'

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

106. Defendant, **WESTERN AUTO SUPPLY COMPANY** d/b/a ADVANCE AUTO PARTS, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, WESTERN AUTO SUPPLY 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 automotive parts. WESTERN AUTO SUPPLY COMPANY is sued as a Product Defendant. Plaintiffs' claims against WESTERN AUTO SUPPLY COMPANY arise out of this Defendant's business activities in the State of South Carolina.

107. Defendant, **XYLEM, INC.**, on behalf of its Standard Xchange division f/k/a ITT STANDARD successor-in-interest to ROSS HEATER MANUFACTURING COMPANY, INC., was and is an Indiana corporation with its principal place of business in New York. At all times material hereto, XYLEM, 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 Ross heat exchangers. XYLEM, INC. is sued as a Product Defendant. Plaintiffs' claims against XYLEM, INC. arise out of this Defendant's business activities in the State of South Carolina.

108. 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.

109. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Erie City Iron Works boilers. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs' claims against ZURN INDUSTRIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

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

BACKGROUND FACTS

111. Plaintiff Edward R. Morgan, Sr. brings this action for monetary damages as a result of contracting an asbestos-related disease.

112. Plaintiff Edward R. Morgan, Sr. was diagnosed with lung cancer on or about February 4, 2020.

113. Plaintiff Edward R. Morgan, Sr.'s lung cancer was caused by his exposure to asbestos during the course of his employment.

114. During his work history, Plaintiff was exposed to Defendants' asbestos-containing products through his work as an electrician's helper, welder, boilermaker and mechanic from approximately 1952 to 1996 at various commercial and industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff performed a variety of tasks throughout the facilities where he worked, including but not limited to, expedited and pulled wire in asbestos-insulated ceilings, worked inside the boilers removing and replacing old insulation and other parts, installing new ramming compound around the boiler tubes, repaired pumps and valves, changed gaskets and replaced packing. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

115. During his work history, Plaintiff was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe insulation, generators, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting and installing asbestos-containing insulation and other products. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

116. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an order puller, pulling finished yardage and folding for shipping for Rock Hill Printing & Finishing Co. plant from approximately 1952 to 1962 in Rock Hill, South Carolina.

117. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an electrician's helper for Daniel Construction from approximately 1964 to 1967 at various industrial locations primarily in South Carolina and North Carolina, including but not limited to the following:

- Bowater Paper Mill – Rock Hill, SC
- Hoechst Celanese a/k/a Fiber Industries plant – Rock Hill, SC
- Chemical plant – Chester, SC
- Duracell Battery Plant – Lancaster, SC
- Champion Paper Mill – Canton, NC
- PPG plant – Shelby, NC
- General Motors plant – Bowling Green, KY

118. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an electrician's helper for Davis Electrical Constructors a sub-contractor for Daniel Construction in approximately 1966 at various industrial locations, including but not limited to Bowater Paper Mill in Rock Hill, South Carolina.

119. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a welder for AME, Inc. from approximately 1967 to 1968 at AME's fabrication shop in Rock Hill, South Carolina.

120. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a boilermaker and mechanic for CNA Holding, Celanese and Fiber Industries from approximately 1968 to 1990 at the Hoechst Celanese plant a/k/a Fiber Industries plant in Rock Hill, South Carolina.

121. Plaintiff was further exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes on his personal vehicles in South Carolina from approximately the 1950s through the 1960s. These activities exposed Plaintiff to asbestos and asbestos dust.

122. During the course of Plaintiff Edward R. Morgan, Sr.'s employment at the location(s) mentioned above, during other occupational and non-occupational work projects, and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

123. Defendants Enstar (US), Inc., USF&G and Zurich, and their predecessors, acting as the alter egos of Covil Corporation, 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.

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

125. Plaintiff Edward R. Morgan, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

126. 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.

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

128. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr.'s medical treatment is ascertained.

129. 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

130. 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 cancer¹, 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

¹ [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).

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.

131. 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.

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

133. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

134. 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").

135. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil ("Covil Asbestos Suits").

136. 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.²

137. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

138. 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.

139. 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.

140. 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.

141. The Primary Insurers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

142. 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 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.

² 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.

143. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

144. 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.

145. 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.

146. 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.

147. The Alter-Egos' complete control over Covil, and management of Covil's affairs, included, but not limited to, the Covil asbestos suits.

148. 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.

149. 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.

150. 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**

151. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

152. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

153. 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.

154. 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.
155. 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.

156. 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**

157. 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.

158. 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.

159. 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.

160. 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.

161. 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

162. At all times after 1993, Covil Corporation was insolvent.

163. 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.

164. 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.

165. 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.

166. 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:

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

168. 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.

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

170. 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 Edward R. Morgan, Sr.’s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Edward R. Morgan, Sr.’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 Edward R. Morgan, Sr. 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.

171. 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 Edward R. Morgan, Sr., would use or be in proximity to and exposed to said asbestos fibers.

172. 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 Edward R. Morgan, Sr., Plaintiff’s family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants’ products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

173. Plaintiff Edward R. Morgan, Sr., Plaintiff’s family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

174. Plaintiff Edward R. Morgan, Sr. suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Edward R. Morgan, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

175. Defendants’ and/or their alter egos’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff Edward R. Morgan, Sr.’s injuries, and all

damages thereby sustained by Plaintiff Edward R. Morgan, Sr. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

176. 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 Edward R. Morgan, Sr. and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Edward R. Morgan, Sr. and others similarly situated.

177. 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.”

178. 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.

179. 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 Edward R. Morgan, Sr.

180. Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. 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.

181. 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.

182. 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

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

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

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

184. Plaintiff Edward R. Morgan, Sr. suffered from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Edward R. Morgan, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

185. The Products Defendants’ conduct and defective products as described above were a direct cause of Plaintiff Edward R. Morgan, Sr.’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

186. 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 Edward R. Morgan, Sr. and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Edward R. Morgan, Sr. and others similarly situated.

187. 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.

188. Plaintiff Edward R. Morgan, Sr., Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff Edward R. Morgan, Sr.'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.

189. Defendants, and/or their alter egos, and/or their "alternate entities" knew and intended that the above-referenced products, 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.

190. 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 Edward R. Morgan, Sr.'s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Edward R. Morgan, Sr.'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.

191. 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 Edward R. Morgan, Sr. herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

192. Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. and others similarly situated were exposed.

193. Defendants' defective products as described above were a direct cause of Plaintiff Edward R. Morgan, Sr.'s injuries, and the damages thereby sustained.

194. 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 Edward R. Morgan, Sr. 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."

195. 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.

196. 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 Edward R. Morgan, Sr. 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.

197. 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.

198. 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.

199. 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 THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action Against Defendants, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

201. 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.

202. 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 Edward R. Morgan, Sr. was exposed.

203. Employees handling and disturbing asbestos-containing products in Plaintiff Edward R. Morgan, Sr.’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.

204. Employees handling and disturbing asbestos-containing products in Plaintiff Edward R. Morgan, Sr.’s, Plaintiff’s family members and others’ vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants’ businesses.

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

206. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Edward R. Morgan, Sr., 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 Edward R. Morgan, Sr.

207. 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.

208. 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 Edward R. Morgan, Sr.

209. 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 Edward R. Morgan, Sr. of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

210. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Edward R. Morgan, Sr.

211. Defendants' employees owed Plaintiff Edward R. Morgan, Sr. 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.

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

213. At all times mentioned, Plaintiff Edward R. Morgan, Sr. 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.

214. As a direct result of the Defendants' employees conduct, Plaintiff Edward R. Morgan, Sr.'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 Edward R. Morgan, Sr. and the damages and injuries as complained of herein by Plaintiffs.

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

216. 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 Edward R. Morgan, Sr.

FOR A FOURTH CAUSE OF ACTION

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

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

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

218. 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 Edward R. Morgan, Sr. worked and/or spent time.

219. 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.

220. 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 Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. would be exposed to dangerous asbestos dust beyond the present.

221. 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.

222. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Edward R. Morgan, Sr., frequently

encountered asbestos-containing products and materials during the course and scope of their work activities.

223. 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 Edward R. Morgan, Sr., 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.

224. 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 Edward R. Morgan, Sr. were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

225. At all times herein mentioned, Plaintiff Edward R. Morgan, Sr. was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

226. 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.

227. 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 Edward R. Morgan, Sr., from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

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

229. 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.

230. Defendants failed to warn its employees and bystanders thereto, including Plaintiff Edward R. Morgan, Sr., of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

231. 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 Edward R. Morgan, Sr. became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Edward R. Morgan, Sr. to develop asbestos-related disease lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION

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

As a Fifth Distinct Cause Of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

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

233. Each of the Defendants and/or their “alternate entities” impliedly warranted that their products, asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

234. The implied warranty made by the Defendants and/or their “alternate entities” that the products, 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 Edward R. Morgan, Sr. carried out his duties and was inhaled by Plaintiff Edward R. Morgan, Sr.

235. 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 Edward R. Morgan, Sr. 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 SIXTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

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

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

237. That during, before and after Plaintiff Edward R. Morgan, Sr.’s exposure to asbestos products manufactured by Defendants and/or their “alternate entities”, the Defendants

and/or their “alternate entities” falsely represented facts, including the dangers of asbestos exposure to Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. 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.

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

239. As a direct and proximate result Plaintiff Edward R. Morgan, Sr.’s reliance upon Defendants’ false representations, Plaintiff has suffered injury and damages as described herein.

FOR A SEVENTH CAUSE OF ACTION

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

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

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

241. 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.

242. 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.

243. 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.

244. 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.

245. 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.

246. 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.

247. 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.

248. 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.

249. 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.

250. 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 Edward R. Morgan, Sr.'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.

251. 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.

252. 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 Edward R. Morgan, Sr. or his wife in the course of or as a consequence of the conspiracy or concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's

description of asbestosis as ‘fatal’ and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza’s study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.

- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.
- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner’s research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner’s work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner’s edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner’s work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively

misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.

- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, 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.

253. Plaintiff Edward R. Morgan, Sr. 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.

254. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Edward R. Morgan, Sr. 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 EIGHTH CAUSE OF ACTION
(Loss of Consortium)

For an Eighth Distinct Cause of Action for Loss of Consortium, Plaintiff Dorothy A. Morgan Complains of Defendants, and Alleges as Follows:

255. Plaintiffs incorporate by reference, the preceding paragraphs, where relevant.

256. Plaintiffs Edward R. Morgan, Sr. and Dorothy A. Morgan were married on September 11, 1953 and at all times relevant to this action were husband and wife.

257. Prior to his injuries as alleged, Plaintiff Edward R. Morgan, Sr. was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Edward R. Morgan, Sr. 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 Dorothy A. Morgan was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiffs' damages, in an amount presently unknown to Plaintiffs but which will be proven at time of trial.

258. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Edward R. Morgan, Sr. as set forth herein, Plaintiff's spouse and co-Plaintiff Dorothy A. Morgan 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 NINTH CAUSE OF ACTION

**(Alter Ego As to United States Fidelity And Guaranty Company,
Zurich American Insurance Company and Enstar (US) Inc.)**

For a Ninth Distinct Cause of Action, Alter Egos Claims, Plaintiffs Complain of Defendants, and Allege as Follows:

259. 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 cancer³, 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,

³ [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).

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.

260. 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

December 4, 2020

Columbia, South Carolina.

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

EDWARD R. MORGAN, SR. and) C/A NO. 2020-CP-40-05731
DOROTHY A. MORGAN,)
Plaintiffs,)
v.) In Re:
ARMSTRONG INTERNATIONAL, INC.) Asbestos Personal Injury Litigation
3M COMPANY) Coordinated Docket
4520 CORP., INC.) Living Lung Cancer and Asbestosis

A.W. CHESTERTON COMPANY) **FIRST AMENDED SUMMONS**

AECOM ENERGY & CONSTRUCTION, INC.,)
AIR & LIQUID SYSTEMS CORPORATION) (Jury Trial Demanded)

AURORA PUMP COMPANY)

AWT AIR COMPANY, INC.)

BAHNSON, INC.)

BONITZ, INC.)

THE BROCK GROUP INC.)

BROCK SERVICES, LLC)

CARBOLINE COMPANY)

CONTINENTAL TIRE THE AMERICAS, LLC)

COPE-S-VULCAN, INC.)

COVIL CORPORATION)

CRANE CO.)

PLAINTIFF'S
EXHIBIT

24B

CRANE INSTRUMENTATION & SAMPLING, INC.	)
	)
CROSBY VALVE, LLC	)
	)
DANA COMPANIES, LLC	)
	)
DANIEL INTERNATIONAL CORPORATION	)
	)
DAVIS-STANDARD, LLC	)
	)
ECODYNE CORPORATION	)
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EMERSON ELECTRIC CO.	)
	)
ENSTAR (US) INC.	)
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ERICSSON INC.	)
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FISHER CONTROLS INTERNATIONAL, LLC	)
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FLOWSERVE CORPORATION	)
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FLOWSERVE US INC.	)
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FLUOR CONSTRUCTORS INTERNATIONAL	)
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FLUOR CONSTRUCTORS INTERNATIONAL, INC.	)
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FLUOR DANIEL SERVICES CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
FMC CORPORATION	)
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FOSTER WHEELER ENERGY CORPORATION	)
	)
GARDNER DENVER NASH, LLC	)
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GDF SUEZ ENERGY DEVELOPMENT NA, LLC	)
	)

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GENERAL CABLE CORPORATION)
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GENERAL CABLE INDUSTRIES, INC.)
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GENERAL ELECTRIC COMPANY)
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GENUINE PARTS COMPANY)
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GG OF FLORIDA, INC.)
)
GREAT BARRIER INSULATION CO.)
)
GREENE, TWEED & CO., INC.)
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HAMON RESEARCH-COTTRELL, INC.)
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HOK GROUP, INC.)
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HOLLINGSWORTH & VOSE COMPANY)
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HONEYWELL INTERNATIONAL, INC.)
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IMO INDUSTRIES INC.)
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INTERNATIONAL PAPER COMPANY)
)
ITT LLC)
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JACOBS ENGINEERING GROUP INC.)
)
JOHN CRANE INC.)
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KADANT BLACK CLAWSON, LLC)
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METROPOLITAN LIFE INSURANCE)
COMPANY,)
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MORSE TEC LLC)
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NEW-INDY CATAWBA LLC)
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NEW-INDY CONTAINERBOARD LLC)
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OCCIDENTAL CHEMICAL CORPORATION)
)
PLASTICS ENGINEERING COMPANY)

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PNEUMO ABEX LLC)
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PPG INDUSTRIES, INC.)
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RESOLUTE FP US INC.)
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RILEY POWER INC.)
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ROCKWELL AUTOMATION, INC.)
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ROGERS CORPORATION)
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RUST ENGINEERING & CONSTRUCTION,)
INC.)
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RUST INTERNATIONAL INC.)
)
SCHNEIDER ELECTRIC USA, INC.)
f/k/a SQUARE D COMPANY)
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SOUTHERN INSULATION, INC.)
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SPI LLC)
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SPIRAX SARCO, INC.)
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SPRINGS INDUSTRIES, INC.)
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SPX COOLING TECHNOLOGIES, INC.)
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STARR DAVIS COMPANY, INC.)
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STARR DAVIS COMPANY OF S.C., INC.)
)
STERLING FLUID SYSTEMS (USA), LLC)
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THE OKONITE COMPANY, INC.)
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THE WILLIAM POWELL COMPANY)
)
TUTOR PERINI CORPORATION)
)
UNION CARBIDE CORPORATION)
)
UNIROYAL HOLDING INC.)

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UNITED CONVEYOR CORPORATION)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
)
UNITED STATES STEEL CORPORATION)
)
VALMET INC.)
)
VIACOMCBS INC.)
)
VISTRA CORP.)
)
VISTRA INTERMEDIATE COMPANY LLC)
)
WARREN PUMPS LLC)
)
WESTERN AUTO SUPPLY COMPANY)
)
XYLEM, INC.)
)
ZURICH AMERICAN INSURANCE)
COMPANY)
)
ZURN INDUSTRIES, LLC)
)
Defendants.)
_____)
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FIRST AMENDED 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

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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

August 9, 2021

Columbia, South Carolina

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

EDWARD R. MORGAN, SR. and
DOROTHY A. MORGAN,

Plaintiffs,

v.

ARMSTRONG INTERNATIONAL, INC.

3M COMPANY

f/k/a MINNESOTA MINING AND
MANUFACTURING COMPANY

4520 CORP., INC.

as successor-in-interest to BENJAMIN F.
SHAW COMPANY

A.W. CHESTERTON COMPANY

AECOM ENERGY & CONSTRUCTION,
INC., individually, and as successor-in-interest
to YEARGIN CONSTRUCTION COMPANY,
INC.

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

AURORA PUMP COMPANY

AWT AIR COMPANY, INC.
f/k/a RESEARCH-COTTRELL, INC.

BAHNSON, INC.

BONITZ, INC.
individually and as successor-in-interest to
BONITZ INSULATION CO. OF SOUTH
CAROLINA

THE BROCK GROUP INC.
individually and as successor-in-interest to

C/A NO. 2020-CP-40-05731

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Lung Cancer and Asbestosis

FIRST AMENDED COMPLAINT

(Jury Trial Demanded)

BASIC INDUSTRIES, INC. f/k/a BASIC)
INSULATION, INC.)
)
BROCK SERVICES, LLC)
individually and as successor-in-interest to)
BASIC INDUSTRIES, INC. f/k/a BASIC)
INSULATION, INC.)
)
CARBOLINE COMPANY)
)
CONTINENTAL TIRE THE AMERICAS,)
LLC, d/b/a GENERAL TIRE)
)
COPES-VULCAN, INC.)
)
COVIL CORPORATION)
)
CRANE CO.)
)
CRANE INSTRUMENTATION &)
SAMPLING, INC.)
f/k/a CIRCOR INSTRUMENTATION)
TECHNOLOGIES, INC. f/k/a HOKE INC.)
)
CROSBY VALVE, LLC)
)
DANA COMPANIES, LLC)
individually, and as successor-by-merger to)
DANA CORPORATION)
)
DANIEL INTERNATIONAL)
CORPORATION)
)
DAVIS-STANDARD, LLC)
)
ECODYNE CORPORATION)
)
EMERSON ELECTRIC CO.)
)
ENSTAR (US) INC.)
individually, and as successor-in-interest to)
ZURICH AMERICAN INSURANCE)
COMPANY and as the alter ego to COVIL)
CORPORATION)
)
ERICSSON INC.)
)

individually, and as successor-in-interest to)
ANACONDA WIRE & CABLE COMPANY)
)
FISHER CONTROLS INTERNATIONAL,)
LLC)
)
FLOWSERVE CORPORATION)
f/k/a THE DURIRON COMPANY INC.)
)
FLOWSERVE US INC.)
individually, and as successor-in-interest to)
EDWARD VALVES, INC., as successor-in-)
interest to LAWRENCE PUMPS, INC., and as)
successor-in-interest to ROCKWELL)
MANUFACTURING COMPANY)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL)
f/k/a FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FMC CORPORATION)
on behalf of its former Peerless Pump busines)
)
FOSTER WHEELER ENERGY)
CORPORATION)
)
GARDNER DENVER NASH, LLC)
individually and as successor-in-interest to THE)
NASH ENGINEERING COMPANY)
)
GDF SUEZ ENERGY DEVELOPMENT NA,)
LLC, individually and as successor-in-interest to)
CRSS INC.)
)
GENERAL CABLE CORPORATION)
)
GENERAL CABLE INDUSTRIES, INC.)
f/k/a GENERAL CABLE CORPORATION)
)

GENERAL ELECTRIC COMPANY)
)
GENUINE PARTS COMPANY)
d/b/a NAPA)
)
GG OF FLORIDA, INC.)
f/k/a HIGBEE, INC.)
)
GREAT BARRIER INSULATION CO.)
)
GREENE, TWEED & CO., INC.)
)
HAMON RESEARCH-COTTRELL, INC.)
)
HOK GROUP, INC.)
f/k/a HELLMUTH, OBATA AND)
KASSABAUM, INC., individually and as)
successor-in-interest to CRS SIRRINE aka)
CRSS, Inc.)
)
HOLLINGSWORTH & VOSE COMPANY)
)
HONEYWELL INTERNATIONAL, INC.)
individually, and as successor-in-interest to)
ALLIED SIGNAL, INC., as successor to)
BENDIX CORPORATION)
)
IMO INDUSTRIES INC.)
)
INTERNATIONAL PAPER COMPANY)
individually, and as successor-in-interest to)
CHAMPION INTERNATIONAL)
CORPORATION)
)
ITT LLC)
f/k/a ITT CORPORATION, ITT INDUSTRIES)
INC., ITT FLUID PRODUCTS CORP.,)
HOFFMAN SPECIALTY MFG. CORP., BELL)
and GOSSETT COMPANY, and ITT)
MARLOW)
)
JACOBS ENGINEERING GROUP INC.)
individually and as successor-in-interest to CRS)
SIRRINE aka CRSS, Inc.)
)
JOHN CRANE INC.)
)

KADANT BLACK CLAWSON, LLC)
individually and as successor-in-interest to)
THERMO FIBERTECK INC.)
)
METROPOLITAN LIFE INSURANCE)
COMPANY, a wholly-owned subsidiary of)
METLIFE INC.)
)
MORSE TEC LLC)
f/k/a BORGWARNER MORSE TEC LLC, and)
successor-by-merger to BORG-WARNER)
CORPORATION)
)
NEW-INDY CATAWBA LLC)
)
NEW-INDY CONTAINERBOARD LLC)
individually, and as successor-in-interest to)
RESOLUTE FP US, INC.)
)
OCCIDENTAL CHEMICAL)
CORPORATION)
as successor to DUREZ CORPORATION)
)
PLASTICS ENGINEERING COMPANY)
d/b/a PLENCO)
)
PNEUMO ABEX LLC)
successor-in-interest to ABEX CORPORATION)
)
PPG INDUSTRIES, INC.)
)
RESOLUTE FP US INC.)
f/k/a BOWATER, INCORPORATED)
)
RILEY POWER INC.)
f/k/a BABCOCK BORSIG POWER INC.,)
f/k/a DB RILEY, INC., f/k/a RILEY STOKER)
CORPORATION)
)
ROCKWELL AUTOMATION, INC.)
individually and as successor-in-interest to)
ALLEN-BRADLEY COMPANY LLC f/k/a)
ROCKWELL INTERNATIONAL)
CORPORATION)
)
ROGERS CORPORATION)
)

RUST ENGINEERING &)
CONSTRUCTION, INC.)
individually and as successor-in-interest to)
RUST ENVIRONMENT &)
INFRASTRUCTURE, successor-in-interest to)
SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC. aka SEC DONAHUE)
)
RUST INTERNATIONAL INC.)
individually and as successor-in-interest to)
RUST ENVIRONMENT &)
INFRASTRUCTURE, successor-in-interest to)
SIRRINE ENVIRONMENTAL)
CONSULTANTS, INC. aka SEC DONAHUE)
)
SCHNEIDER ELECTRIC USA, INC.)
f/k/a SQUARE D COMPANY)
)
SOUTHERN INSULATION, INC.)
)
SPI LLC)
a/k/a SPECIALTY PRODUCTS AND)
INSULATION LLC, individually and as)
successor-in-interest to PRESNELL)
INSULATION CO., INC.)
)
SPIRAX SARCO, INC.)
)
SPRINGS INDUSTRIES, INC.)
)
SPX COOLING TECHNOLOGIES, INC.)
individually and successor-in-interest to)
MARLEY COOLING TOWERS CO.)
)
STARR DAVIS COMPANY, INC.)
)
STARR DAVIS COMPANY OF S.C., INC.)
)
STERLING FLUID SYSTEMS (USA), LLC)
)
THE OKONITE COMPANY, INC.)
)
THE WILLIAM POWELL COMPANY)
)
TUTOR PERINI CORPORATION)
individually, and as successor-in-interest to)
)

YEARGIN CONSTRUCTION COMPANY,)
INC.)
)
UNION CARBIDE CORPORATION)
)
UNIROYAL HOLDING INC.)
f/k/a UNITED STATES RUBBER COMPANY,)
INC.)
)
UNITED CONVEYOR CORPORATION)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
individually, and as the alter ego to COVIL)
CORPORATION)
)
UNITED STATES STEEL CORPORATION)
)
VALMET INC.)
individually and as successor-in-interest to)
GL&V PAPER MACHINE GROUP, 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)
)
VISTRA CORP.)
f/k/a VISTRA ENERGY CORP.)
individually and as successor-in-interest to CRS)
SIRRINE a/k/a CRSS, Inc., and as successor-in-)
interest to J.E. SIRRINE Company.)
)
VISTRA INTERMEDIATE COMPANY)
LLC, individually and as successor-in-interest to)
CRS SIRRINE a/k/a CRSS, Inc., and as)
successor-in-interest to J.E. SIRRINE Company.)
)
WARREN PUMPS LLC)
)
WESTERN AUTO SUPPLY COMPANY)
d/b/a ADVANCE AUTO PARTS)
)
XYLEM, INC.)

on behalf of its Standard Xchange division f/k/a)
ITT STANDARD successor-in-interest to ROSS)
HEATER MANUFACTURING COMPANY)
INC.)
)
ZURICH AMERICAN INSURANCE)
COMPANY, a/k/a ZURICH NORTH)
AMERICA, INC. individually, and as the alter)
ego to COVIL CORPORATION)
)
ZURN INDUSTRIES, LLC)
individually and as successor-in-interest to)
ZURN INDUSTRIES, INC.)
)
Defendants.)
_____)

FIRST AMENDED COMPLAINT

Plaintiffs, EDWARD R. MORGAN, SR. and DOROTHY A. MORGAN (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 Edward R. Morgan, Sr. 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 owned and/or controlled the work sites where Plaintiff Edward R. Morgan, Sr. experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the “Premises Defendants.” At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Plaintiff Edward R. Morgan, Sr., as a worker, on to Defendant’s premises to perform work for Defendant’s benefit. Plaintiff was an invitee who had express permission to enter Defendant’s premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants’ failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants’ premises was a substantial factor contributing to cause Plaintiff Edward R. Morgan, Sr.’s lung cancer.

5. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Plaintiff Edward R. Morgan, Sr. experienced occupational exposure as a result of working with and around others

working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the “Design Defendants.”

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

7. Plaintiffs’ claims against the Premises Defendants, as defined herein, arise out of Defendants’ ownership and/or control of real property located in South Carolina and/or North Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and/or North Carolina, and/or contracting with the employer of Plaintiff Edward R. Morgan, Sr. in South Carolina and/or North Carolina for Plaintiff and others to cross state lines to work on Defendant’s premises.

8. Plaintiff’s claims against the Design Defendants, as defined herein, arise out of Defendants’, and/or Defendants’ employees’, direct and/or indirect purchase and use of asbestos and/or asbestos-containing products, materials, or equipment at the various industrial sites located in South Carolina where Plaintiff Edward R. Morgan, Sr. experienced occupational exposure to lethal doses of asbestos as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment.

9. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Plaintiff Edward R. Morgan, Sr. to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

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

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

12. Plaintiff Edward R. Morgan, Sr. worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

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

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	BENJAMIN F. SHAW COMPANY
AECOM ENERGY & CONSTRUCTION, INC.	YEARGIN CONSTRUCTION COMPANY, INC.
AIR & LIQUID SYSTEMS CORPORATION	BUFFALO PUMPS, INC.
AWT AIR COMPANY, INC.	RESEARCH-COTTRELL, INC.
BONITZ, INC.	BONITZ INSULATION CO. OF SOUTH CAROLINA
THE BROCK GROUP INC.	BASIC INDUSTRIES, INC., BASIC INSULATION, INC.
BROCK SERVICES, LLC.	BASIC INDUSTRIES, INC., BASIC INSULATION, INC.
CONTINENTAL TIRE THE AMERICAS, LLC	GENERAL TIRE
CRANE INSTRUMENTATION & SAMPLING, INC.	CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. and HOKE INC.
DANA COMPANIES, LLC	DANA CORPORATION
ENSTAR (US) INC.	ZURICH AMERICAN INSURANCE COMPANY and COVIL CORPORATION
ERICSSON INC.	ANACONDA WIRE & CABLE COMPANY
FLOWERVE CORPORATION	THE DURIRON COMPANY INC.
FLOWERVE US INC.	LAWRENCE PUMPS, INC., ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION

DEFENDANT	ALTERNATE ENTITY
FMC CORPORATION	on behalf of its former Peerless Pump business
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY
GDF SUEZ ENERGY DEVELOPMENT NA, LLC	CRS SIRRINE aka CRSS, INC.
GENERAL CABLE INDUSTRIES, INC.	GENERAL CABLE CORPORATION
GENUINE PARTS COMPANY	NAPA
GG OF FLORIDA, INC.	HIGBEE, INC.
HOK GROUP, INC.	HELLMUTH, OBATA AND KASSABAUM, INC., CRS SIRRINE aka CRSS, INC.
HONEYWELL INTERNATIONAL, INC.	ALLIED SIGNAL, INC., BENDIX CORPORATION
INTERNATIONAL PAPER COMPANY	CHAMPION INTERNATIONAL CORPORATION
ITT LLC	ITT CORPORATION, ITT INDUSTRIES, INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW
JACOBS ENGINEERING GROUP INC.	CRS SIRRINE aka CRSS, INC.
KADANT BLACK CLAWSON, LLC	THERMO FIBERTECK INC.
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
MORSE TEC LLC	BORGWARNER MORSE TEC LLC and BORG-WARNER CORPORATION

DEFENDANT	ALTERNATE ENTITY
NEW-INDY CONTAINERBOARD LLC	RESOLUTE FP US, INC.
OCCIDENTAL CHEMICAL CORPORATION	DUREZ CORPORATION
PLASTICS ENGINEERING COMPANY	PLENCO
PNEUMO ABEX LLC	ABEX CORORATION
RESOLUTE FP US INC.	BOWATER, INCORPORATED
RILEY POWER INC.	BABCOCK BORSIG POWER INC., DB RILEY INC., RILEY STOKER CORPORATION
ROCKWELL AUTOMATION, INC.	ALLEN-BRADLEY COMPANY LLC, ROCKWELL INTERNATIONAL CORPORATION
RUST ENGINEERING & CONSTRUCTION, INC.	RUST ENVIRONMENT & INFRASTRUCTURE, SIRRINE ENVIRONMENTAL CONSULTANTS, aka SEC DONAHUE.
RUST INTERNATIONAL INC.	RUST ENVIRONMENT & INFRASTRUCTURE, SIRRINE ENVIRONMENTAL CONSULTANTS, aka SEC DONAHUE.
SCHNEIDER ELECTRIC USA, INC.	SQUARE D COMPANY
SPI LLC	SPECIALTY PRODUCTS AND INSULATION LLC, PRESNELL INSULATION CO., INC.
SPX COOLING TECHNOLOGIES, INC.	MARLEY COOLING TOWERS CO.
TUTOR PERINI CORPORATION	YEARGIN CONSTRUCTION COMPANY, INC.
UNIROYAL HOLDING INC.	UNITED STATES RUBBER COMPANY, INC.

DEFENDANT	ALTERNATE ENTITY
UNITED STATES FIDELITY AND GUARANTY COMPANY	as the alter ego to COVIL CORPORATION
VALMET INC.	GL&V PAPER MACHINE GROUP, INC.
VIACOMCBS INC.	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
VISTRA CORP.	CRS SIRRINE, CRSS, J.E. SIRRINE
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WESTERN AUTO SUPPLY COMPANY	ADVANCE AUTO PARTS
XYLEM, INC.	on behalf of its Standard Xchange division, ITT STANDARD and ROSS HEATER MANUFACTURING COMPANY INC.
ZURICH AMERICAN INSURANCE COMPANY	ZURICH NORTH AMERICA, INC. and as the alter ego to COVIL CORPORATION
ZURN INDUSTRIES, LLC	ZURN INDUSTRIES, INC.

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

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

15. Plaintiffs have been informed and believe, and thereon allege, that progressive lung disease, 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.

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

17. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr.'s medical treatment is ascertained.

18. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Edward R. Morgan, Sr. 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

19. Plaintiff Edward R. Morgan, Sr. and Dorothy A. Morgan are currently residents of the State of South Carolina. Plaintiff Edward R. Morgan, Sr. 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.

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

21. Defendant, **3M COMPANY**, f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, or products fraudulently marketed to prevent asbestos exposure including, but not limited to, 3M masks and other asbestos-containing products. 3M COMPANY is sued as a Product Defendant. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **4520 CORP., INC.**, as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, the installation and removal of asbestos-containing thermal insulation and materials, at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

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

24. Defendant, **AECOM ENERGY & CONSTRUCTION, INC.**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is an Ohio corporation with its principal place of business in California. At all times material hereto, AECOM ENERGY & CONSTRUCTION, INC., individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. AECOM ENERGY & CONSTRUCTION, INC. is sued as a Product Defendant. AECOM ENERGY &

CONSTRUCTION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against AECOM ENERGY & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

25. 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 mined, manufactured, processed, imported, converted, compounded, supplied, 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 is sued as a Product Defendant. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

26. 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.

27. Defendant, **AWT AIR COMPANY, INC. f/k/a RESEARCH-COTTRELL, INC.**, was and is a New Jersey corporation with its principal place of business in Massachusetts. At all

times material hereto, AWT AIR 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 precipitators, Buell precipitators and Research-Cottrell dust collectors. AWT AIR COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against AWT AIR COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

29. Defendant, **BONITZ, INC.**, individually and as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, BONITZ, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of

asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. BONITZ, INC. is sued as a Product Defendant. BONITZ, 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against BONITZ, INC. arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **THE BROCK GROUP INC.**, individually and as successor-in-interest to BASIC INDUSTRIES INC., f/k/a BASIC INSULATION INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, THE BROCK GROUP INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. THE BROCK GROUP INC. is sued as a Product Defendant. THE BROCK GROUP INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against THE BROCK GROUP INC. arise out of this Defendant's business activities in the State of South Carolina.

31. Defendant, **BROCK SERVICES, LLC**, individually and as successor-in-interest to BASIC INDUSTRIES INC., f/k/a BASIC INSULATION INC., was and is a Texas limited liability company with its principal place of business in Texas. At all times material hereto, BROCK SERVICES, 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 and materials at numerous jobsites throughout the southeastern United States. BROCK SERVICES, LLC is sued as a Product Defendant. BROCK SERVICES, LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against BROCK SERVICES, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

33. Defendant, **CONTINENTAL TIRE THE AMERICAS, LLC** d/b/a GENERAL TIRE, was and is an Ohio limited liability corporation with its principal place of business in South Carolina. At all times material hereto, CONTINENTAL TIRE THE AMERICAS, LLC owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the General Tire facility in Charlotte, North Carolina. CONTINENTAL TIRE THE AMERICAS, LLC is sued as a Premises Defendant. Plaintiffs' claims against CONTINENTAL TIRE THE AMERICAS, LLC arise out of this Defendant's business activities in the State of North Carolina.

34. Defendant, **COPEES-VULCAN, INC.**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, COPEES-VULCAN, 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 Vulcan blowers. COPEES-VULCAN, INC. is sued as a Product Defendant. Plaintiffs' claims against COPEES-VULCAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

35. 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 Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **CRANE CO.**, was and is a Delaware corporation with its principal place of business in Connecticut. At all times material hereto, CRANE CO. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or

equipment, including, but not limited to, asbestos-containing Crane valves and Chapman valves. CRANE CO. is sued as a Product Defendant. Plaintiffs' claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **CRANE INSTRUMENTATION & SAMPLING, INC.** f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC., was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, CRANE INSTRUMENTATION & SAMPLING, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hoke valves. CRANE INSTRUMENTATION & SAMPLING, INC. is sued as a Product Defendant. Plaintiffs' claims against CRANE INSTRUMENTATION & SAMPLING, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **CROSBY VALVE, LLC**, was and is a Nevada limited liability company with its principal place of business in Missouri. At all times material hereto, CROSBY VALVE, LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Crosby valves. CROSBY VALVE, LLC is sued as a Product Defendant. Plaintiffs' claims against CROSBY VALVE, LLC arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **DANA COMPANIES LLC**, individually and as successor-by-merger to DANA CORPORATION, was and is a Virginia limited liability company with its principal place of business in Ohio. At all times material hereto, DANA COMPANIES LLC mined, manufactured,

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

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

41. Defendant, **DAVIS-STANDARD, LLC**, was and is a Delaware limited liability company with its principal place of business in Connecticut. At all times material hereto, DAVIS-STANDARD, 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 Black Clawson converting machinery. DAVIS-STANDARD, LLC is sued as a Product Defendant.

Plaintiffs' claims against DAVIS-STANDARD, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

43. Defendant, **EMERSON ELECTRIC CO.**, was and is a Missouri corporation with its principal place of business in Missouri. At all times material hereto, EMERSON ELECTRIC CO. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Hancock valves (as well as any residual liability Defendant may hold for subsidiaries Fisher Control International and Crosby Valve). EMERSON ELECTRIC CO. is sued as a Product Defendant. Plaintiffs' claims against EMERSON ELECTRIC CO. arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **ENGIE NORTH AMERICA INC.**, individually and as successor-in-interest to GDF SUEZ ENERGY DEVELOPMENT NA, LLC successor-in-interest to CRSS INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ENGIE NORTH AMERICA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of

asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. ENGIE NORTH AMERICA INC. is sued as a Product Defendant. ENGIE NORTH AMERICA 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against ENGIE NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

45. 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.

46. Defendant, **ERICSSON INC.**, individually, and as successor-in-interest to ANACONDA WIRE & CABLE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, ERICSSON INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Anaconda wire. ERICSSON INC. is

sued as a Product Defendant. Plaintiffs' claims against ERICSSON INC. arise out of this Defendant's business activities in the State of South Carolina.

47. 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.

48. Defendant, **FLOWERVE CORPORATION**, f/k/a THE DURIRON COMPANY INC., was and is a New York corporation with its principal place of business in Texas. At all times material hereto, FLOWERVE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Durco pumps and valves, and Duriron pumps. FLOWERVE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FLOWERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

49. Defendant, **FLOWERVE US INC.**, individually and as successor-in-interest to LAWRENCE PUMPS, INC., and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWERVE US INC. mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Edward valves, Rockwell valves and Lawrence pumps. FLOWSERVE US INC. is sued as a Product Defendant. Plaintiffs' claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

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

51. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.** mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation

and materials at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., 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.

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

53. Defendant, **FLUOR ENTERPRISES, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR ENTERPRISES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of

asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., 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.

54. Defendant, **FMC CORPORATION**, on behalf of its former Peerless Pump business, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, FMC CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foster Wheeler boilers and cooling towers. 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.

56. Defendant, **GARDNER DENVER NASH, LLC**, individually and as successor-in-interest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, GARDNER DENVER NASH, 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 Nash pumps. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Plaintiffs' claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

57. Defendant, **GDF SUEZ ENERGY DEVELOPMENT NA, LLC**, individually and as successor-in-interest to CRSS INC., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, GDF SUEZ ENERGY DEVELOPMENT NA, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. GDF SUEZ ENERGY DEVELOPMENT NA, LLC is sued as a Product Defendant. GDF SUEZ ENERGY DEVELOPMENT NA, 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against GDF SUEZ ENERGY DEVELOPMENT NA, LLC arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **GENERAL CABLE CORPORATION**, was and is a Delaware corporation with its principal place of business in Kentucky. At all times material hereto, GENERAL CABLE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 Carol wire. GENERAL CABLE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against GENERAL CABLE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **GENERAL CABLE INDUSTRIES, INC.** f/k/a GENERAL CABLE CORPORATION, was and is a Delaware corporation with its principal place of business in Kentucky. At all times material hereto, GENERAL CABLE INDUSTRIES, 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 Carol wire. GENERAL CABLE INDUSTRIES, INC. is sued as a Product Defendant. Plaintiffs' claims against GENERAL CABLE INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **GENERAL ELECTRIC COMPANY**, was and is a New York corporation with its principal place of business in Massachusetts. At all times material hereto, GENERAL ELECTRIC COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing General Electric turbines. GENERAL ELECTRIC COMPANY is sued as

a Product Defendant. Plaintiffs' claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

62. Defendant, **GG OF FLORIDA, INC.** f/k/a HIGBEE INC., was and is a New York corporation with its principal place of business in Florida. At all times material hereto, GG OF FLORIDA, 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 gasket materials. GG OF FLORIDA, INC. is sued as a Product Defendant. Plaintiffs' claims against GG OF FLORIDA, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout

the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **GREENE, TWEED & CO., INC.**, was and is a North Carolina corporation with its principal place of business in Pennsylvania. At all times material hereto, GREENE, TWEED & CO., INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Greene Tweed packing and Palmetto packing. GREENE, TWEED & CO., INC. is sued as a Product Defendant. Plaintiffs' claims against GREENE, TWEED & CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **HAMON RESEARCH-COTTRELL, INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HAMON RESEARCH-COTTRELL, 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 precipitators, Buell precipitators and Research-Cottrell dust collectors. HAMON RESEARCH-COTTRELL, INC. is sued as a Product Defendant. Plaintiffs' claims against HAMON RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **HOK GROUP, INC.** f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE aka CRSS, Inc., was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, HOK GROUP, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. HOK GROUP, INC. is sued as a Product Defendant and a Design Defendant. HOK GROUP, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against HOK GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

67. Defendant, **HOLLINGSWORTH & VOSE COMPANY**, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, HOLLINGSWORTH & VOSE COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, 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 gasket paper. HOLLINGSWORTH & VOSE COMPANY is sued as a Product Defendant. Plaintiffs' claims against HOLLINGSWORTH & VOSE COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

69. Defendant, **IMO INDUSTRIES INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, IMO INDUSTRIES INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 DeLaval pumps. IMO INDUSTRIES INC. is sued as a Product Defendant. Plaintiffs' claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **INTERNATIONAL PAPER COMPANY**, individually and as successor-in-interest to CHAMPION INTERNATIONAL CORPORATION, was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, INTERNATIONAL PAPER COMPANY owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Champion Paper facility in Canton, North Carolina. INTERNATIONAL PAPER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against INTERNATIONAL PAPER COMPANY arise out of this Defendant's business activities in the State of North Carolina.

71. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in New York. At all times material hereto, ITT 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 Bell and Gossett pumps and Ross heat exchangers. ITT LLC is sued as a Product Defendant. Plaintiffs' claims against ITT LLC arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **JACOBS ENGINEERING GROUP INC.**, individually and as successor-in-interest to J.E. SIRRINE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, JACOBS ENGINEERING GROUP INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. JACOBS ENGINEERING GROUP INC. is sued as a Product Defendant. JACOBS ENGINEERING GROUP INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against JACOBS ENGINEERING GROUP INC. arise out of this Defendant's business activities in the State of South Carolina.

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

74. Defendant, **KADANT BLACK CLAWSON, LLC**, individually and as successor-in-interest to THERMO FIBERTECK INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, KADANT BLACK CLAWSON, 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 Black Clawson stock preparation equipment and fiber processing equipment. KADANT BLACK CLAWSON, LLC is sued as a Product Defendant. Plaintiffs' claims against KADANT BLACK CLAWSON, LLC arise out of this Defendant's business activities in the State of South Carolina.

75. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., was and is a New York corporation with its principal place of business in New York. METROPOLITAN LIFE INSURANCE COMPANY has done and does business in the State of South Carolina. METROPOLITAN LIFE INSURANCE COMPANY is named as a conspiracy defendant.

76. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto,

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

77. Defendant, **NEW-INDY CATAWBA LLC**, was and is a Delaware limited liability company with its principal place of business in South Carolina. At all times material hereto, NEW-INDY CATAWBA LLC owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Bowater facility in Rock Hill, South Carolina. NEW-INDY CATAWBA LLC is sued as a Premises Defendant. Plaintiffs' claims against NEW-INDY CATAWBA LLC arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **NEW-INDY CONTAINERBOARD LLC**, individually, and as successor-in-interest to RESOLUTE FP US, INC., was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto, NEW-INDY CONTAINERBOARD LLC owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Bowater facility in Rock Hill, South Carolina. NEW-INDY CONTAINERBOARD LLC is sued as a Premises Defendant. Plaintiffs' claims against NEW-INDY CONTAINERBOARD LLC arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **OCCIDENTAL CHEMICAL CORPORATION** as successor to DUREZ CORPORATION, was and is a New York corporation with its principal place of business

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

80. Defendant, **PLASTICS ENGINEERING COMPANY** d/b/a PLENCO, was and is a Wisconsin corporation with its principal place of business in Wisconsin. At all times material hereto, PLASTICS ENGINEERING COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers and phenolic molding products. PLASTICS ENGINEERING COMPANY is sued as a Product Defendant. Plaintiffs' claims against PLASTICS ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

82. Defendant, **PPG INDUSTRIES, INC.**, was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, PPG INDUSTRIES, INC. owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the PPG facility in Shelby, North Carolina. PPG INDUSTRIES, INC. is sued as a Premises Defendant. Plaintiffs' claims against PPG INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **RESOLUTE FP US INC. f/k/a BOWATER, INCORPORATED**, was and is a Delaware corporation with its principal place of business in Tennessee. At all times material hereto, RESOLUTE FP US INC. owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Bowater facility in Rock Hill, South Carolina. RESOLUTE FP US INC. is sued as a Premises Defendant. Plaintiffs' claims against RESOLUTE FP US INC. arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **RILEY POWER INC., f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION**, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley Stoker boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

85. Defendant, **ROCKWELL AUTOMATION, INC.**, individually and as successor-in-interest to ALLEN-BRADLEY COMPANY LLC f/k/a ROCKWELL INTERNATIONAL CORPORATION, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, ROCKWELL AUTOMATION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Allen-Bradley electrical panels. ROCKWELL AUTOMATION, INC. is sued as a Product Defendant. Plaintiffs' claims against ROCKWELL AUTOMATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

87. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, individually and as successor-in-interest to RUST ENVIRONMENT AND INFRASTRUCTURE, and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC. aka SEC DONAHUE, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST ENGINEERING & CONSTRUCTION, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST ENGINEERING & CONSTRUCTION, INC. is sued as a Product Defendant and a Design Defendant. RUST ENGINEERING & CONSTRUCTION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against RUST ENGINEERING & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

88. Defendant, **RUST INTERNATIONAL INC.**, individually as successor-in-interest to RUST ENVIRONMENT AND INFRASTRUCTURE, and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC. aka SEC DONAHUE, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, RUST INTERNATIONAL INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. RUST INTERNATIONAL INC. is sued as a Product Defendant and a Design Defendant. RUST INTERNATIONAL INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against

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

89. Defendant, **SCHNEIDER ELECTRIC USA, INC.**, f/k/a SQUARE D COMPANY, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Square D electrical panels and components. SCHNEIDER ELECTRIC USA, INC. is sued as a Product Defendant. Plaintiffs' claims against SCHNEIDER ELECTRIC USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

90. Defendant, **SOUTHERN INSULATION INC.**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, SOUTHERN INSULATION INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SOUTHERN INSULATION INC. is sued as a Product Defendant. SOUTHERN INSULATION INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Southern Insulation Inc., exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., 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.

91. Defendant, **SPI LLC**, a/k/a SPECIALTY PRODUCTS AND INSULATION LLC, individually and as successor-in-interest to PRESNELL INSULATION CO., INC., was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, SPI 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. SPI LLC is sued as a Product Defendant. SPI 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against SPI LLC arise out of this Defendant's business activities in the State of South Carolina.

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

93. Defendant, **SPRINGS INDUSTRIES, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, SPRINGS INDUSTRIES, INC. owned and/or controlled premises at which Plaintiff Edward R. Morgan, Sr. was exposed to asbestos-containing products, equipment, and asbestos dust from said products at

various facilities, including but not limited to, the Rock Hill Printing and Finishing plant in Rock Hill, South Carolina. SPRINGS INDUSTRIES, INC. is sued as a Premises Defendant. Plaintiffs' claims against SPRINGS INDUSTRIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

94. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually and as successor to MARLEY COOLING TOWERS CO., was and is a Delaware corporation with its principal place of business in Kansas. At all times material hereto, SPX COOLING TECHNOLOGIES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Marley cooling towers. SPX COOLING TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiffs' claims against SPX COOLING TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

95. 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 Plaintiff Edward R. Morgan, Sr., 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.

96. 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 Plaintiff Edward R. Morgan, Sr., 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.

97. Defendant, **STERLING FLUID SYSTEMS (USA), LLC**, was and is a Delaware limited liability company with its principal place of business in Indiana. At all times material hereto, STERLING FLUID SYSTEMS (USA), LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Peerless pumps. STERLING FLUID SYSTEMS (USA), LLC is sued as a Product Defendant. Plaintiffs' claims against STERLING FLUID SYSTEMS (USA), LLC arise out of this Defendant's business activities in the State of South Carolina.

98. Defendant, **THE OKONITE COMPANY, INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, THE OKONITE 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 wires and cables. THE OKONITE COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against THE OKONITE COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

100. Defendant, **TUTOR PERINI CORPORATION**, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., was and is a Massachusetts corporation with its principal place of business in California. At all times material hereto, TUTOR PERINI CORPORATION, individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at

numerous jobsites throughout the southeastern United States. TUTOR PERINI CORPORATION is sued as a Product Defendant. TUTOR PERINI 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 Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against TUTOR PERINI CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

101. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing raw asbestos fibers and phenolic molding compounds. UNION CARBIDE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNION CARBIDE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

102. Defendant, **UNIROYAL HOLDING INC. f/k/a UNITED STATES RUBBER COMPANY, INC.**, was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Asbeston cloth and blankets. UNIROYAL HOLDING INC. is sued as a Product Defendant. Plaintiffs' claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

103. Defendant, **UNITED CONVEYOR CORPORATION**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, 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 ash hoppers and valves. UNITED CONVEYOR CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

104. 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.

105. Defendant, **UNITED STATES STEEL CORPORATION**, was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, UNITED STATES STEEL 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 AS&W wire. UNITED STATES STEEL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNITED STATES STEEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

106. Defendant, **VALMET INC.**, individually and as successor-in-interest to GL&V PAPER MACHINE GROUP, INC., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, VALMET 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 Black Clawson paper machinery. VALMET INC. is sued as a Product Defendant. Plaintiffs' claims against VALMET INC. arise out of this Defendant's business activities in the State of South Carolina.

107. 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. mined, manufactured, processed, imported, converted, compounded, supplied, 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 blowers, generators, motors and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiffs' claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

108. Defendant, **VISTRA CORP.** f/k/a VISTRA ENERGY CORP., individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, INC., and as successor-in-interest to J.E. SIRRINE COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, VISTRA CORP. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. VISTRA CORP. is sued as a Product Defendant and a Design Defendant. VISTRA CORP. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against VISTRA CORP. arise out of this Defendant's business activities in the State of South Carolina.

109. Defendant, **VISTRA INTERMEDIATE COMPANY LLC**, individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, INC., and as successor-in-interest to J.E. SIRRINE COMPANY, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, VISTRA INTERMEDIATE COMPANY LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. VISTRA INTERMEDIATE COMPANY LLC is sued as a Product Defendant and a Design Defendant. VISTRA INTERMEDIATE COMPANY LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Edward R. Morgan, Sr., to lethal doses of asbestos. Plaintiffs' claims against VISTRA INTERMEDIATE COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

110. Defendant, **WARREN PUMPS LLC**, was and is a Delaware limited liability company with its principal place of business in Massachusetts. At all times material hereto,

WARREN PUMPS LLC mined, manufactured, processed, imported, converted, compounded, supplied, 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 Warren pumps. WARREN PUMPS LLC is sued as a Product Defendant. Plaintiffs' claims against WARREN PUMPS LLC arise out of this Defendant's business activities in the State of South Carolina.

111. Defendant, **WESTERN AUTO SUPPLY COMPANY** d/b/a ADVANCE AUTO PARTS, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, WESTERN AUTO SUPPLY 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 automotive parts. WESTERN AUTO SUPPLY COMPANY is sued as a Product Defendant. Plaintiffs' claims against WESTERN AUTO SUPPLY COMPANY arise out of this Defendant's business activities in the State of South Carolina.

112. Defendant, **XYLEM, INC.**, on behalf of its Standard Xchange division f/k/a ITT STANDARD successor-in-interest to ROSS HEATER MANUFACTURING COMPANY, INC., was and is an Indiana corporation with its principal place of business in New York. At all times material hereto, XYLEM, 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 Ross heat exchangers. XYLEM, INC. is sued as a Product Defendant. Plaintiffs' claims against XYLEM, INC. arise out of this Defendant's business activities in the State of South Carolina.

113. 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.

114. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Erie City Iron Works boilers. ZURN INDUSTRIES, LLC is sued as a Product Defendant. Plaintiffs’ claims against ZURN INDUSTRIES, LLC arise out of this Defendant’s business activities in the State of South Carolina.

115. Plaintiff Edward R. Morgan, Sr. experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendants CONTINENTAL TIRE THE AMERICAS, LLC; INTERNATIONAL PAPER COMPANY; NEW-INDY CATAWBA LLC; NEW-INDY CONTAINERBOARD LLC; PPG INDUSTRIES INC.; RESOLUTE FP US INC. and SPRINGS INDUSTRIES, INC. (collectively, hereinafter the “Premises Defendants”). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) were

engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

116. Plaintiff Edward R. Morgan, Sr. brings this action for monetary damages as a result of contracting an asbestos-related disease.

117. Plaintiff Edward R. Morgan, Sr. was diagnosed with lung cancer on or about February 4, 2020.

118. Plaintiff Edward R. Morgan, Sr.'s lung cancer was caused by his exposure to asbestos during the course of his employment.

119. During his work history, Plaintiff was exposed to Defendants' asbestos-containing products through his work as an electrician's helper, welder, boilermaker and mechanic from approximately 1952 to 1996 at various commercial and industrial jobsites located primarily in South Carolina and North Carolina. Plaintiff performed a variety of tasks throughout the facilities where he worked, including but not limited to, expedited and pulled wire in asbestos-insulated ceilings, worked inside the boilers removing and replacing old insulation and other parts, installing new ramming compound around the boiler tubes, repaired pumps and valves, changed gaskets and replaced packing. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

120. During his work history, Plaintiff was further exposed through his work around other trades including carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe

insulation, generators, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting and installing asbestos-containing insulation and other products. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

121. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an order puller, pulling finished yardage and folding for shipping for Rock Hill Printing & Finishing Co. plant from approximately 1952 to 1962 in Rock Hill, South Carolina.

122. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an electrician's helper for Daniel Construction from approximately 1964 to 1967 at various industrial locations primarily in South Carolina and North Carolina, including but not limited to the following:

- Rock Hill Finishing & Printing – Rock Hill, SC
- Champion Paper Mill – Canton, NC
- Bowater Paper Mill – Rock Hill, SC
- General Tire plant – Charlotte, NC
- Hoechst Celanese a/k/a Fiber Industries plant – Rock Hill, SC

123. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an electrician's helper for Davis Electrical Constructors a sub-contractor for Daniel Construction in approximately 1964-1967 at various industrial locations, including but not limited to Bowater Paper Mill in Rock Hill, South Carolina.

124. Plaintiff was exposed to Defendants' asbestos-containing products while employed as a welder for AME, Inc. from approximately 1967 to 1968 at AME's fabrication shop in Rock Hill, South Carolina.

125. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a boilermaker and mechanic for Celanese from approximately 1968 to 1990 at the Celanese plant in Rock Hill, South Carolina.

126. Plaintiff was further exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes on his personal vehicles in South Carolina from approximately the 1950s through the 1960s. These activities exposed Plaintiff to asbestos and asbestos dust.

127. During the course of Plaintiff Edward R. Morgan, Sr.'s employment at the location(s) mentioned above, during other occupational and non-occupational work projects, and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

128. Defendants Enstar (US), Inc., USF&G and Zurich, and their predecessors, acting as the alter egos of Covil Corporation, 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.

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

130. Plaintiff Edward R. Morgan, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

131. 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.

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

133. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr.'s medical treatment is ascertained.

134. 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

135. 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 cancer¹, 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

¹ [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).

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.

136. 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.

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

138. Covil conducted these operations from at least 1964 until approximately 1991, after which Covil ceased to conduct business operations and, in 1993 ultimately, dissolved.

139. 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").

140. The alleged bodily injury resulting from the Asbestos Allegations has resulted in claims and lawsuits against Covil ("Covil Asbestos Suits").

141. 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.²

142. The Primary Insurers issued insurance policies to Covil from in or about 1964 until approximately 1978.

143. 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.

144. 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.

145. 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.

146. The Primary Insurers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

147. 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 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.

² 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.

148. Each of the Primary Insurers' actions on behalf of Covil was for the purpose of protecting the Primary Insurers rather than Covil.

149. 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.

150. 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.

151. 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.

152. The Alter-Egos' complete control over Covil, and management of Covil's affairs, included, but not limited to, the Covil asbestos suits.

153. 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.

154. 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	Unservd 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.

155. 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**

156. Primary Insurers' pattern and practice has made the Primary Insurers fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

157. Under a number of legal theories, Primary Insurers are Covil and acted as for nearly 30 years.

158. 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.

159. 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.
160. 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.

161. 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**

162. 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.

163. 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.

164. 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.

165. 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.

166. 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

167. At all times after 1993, Covil Corporation was insolvent.

168. 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.

169. 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.

170. 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.

171. 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:

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

173. 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.

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

175. 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 Edward R. Morgan, Sr.’s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Edward R. Morgan, Sr.’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 Edward R. Morgan, Sr. 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.

176. 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 Edward R. Morgan, Sr., would use or be in proximity to and exposed to said asbestos fibers.

177. 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 Edward R. Morgan, Sr., Plaintiff’s family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants’ products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

178. Plaintiff Edward R. Morgan, Sr., Plaintiff’s family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Plaintiff’s exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

179. Plaintiff Edward R. Morgan, Sr. suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Edward R. Morgan, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

180. Defendants’ and/or their alter egos’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff Edward R. Morgan, Sr.’s injuries, and all

damages thereby sustained by Plaintiff Edward R. Morgan, Sr. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

181. 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 Edward R. Morgan, Sr. and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Plaintiff Edward R. Morgan, Sr. and others similarly situated.

182. 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.”

183. 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.

184. 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 Edward R. Morgan, Sr.

185. Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. 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.

186. 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.

187. 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

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

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

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

189. Plaintiff Edward R. Morgan, Sr. suffered from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiff Edward R. Morgan, Sr. was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

190. The Products Defendants’ conduct and defective products as described above were a direct cause of Plaintiff Edward R. Morgan, Sr.’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

191. 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 Edward R. Morgan, Sr. and the public without adequate warnings or proper use instructions, was done in a conscious disregard and indifference to the safety and health of Plaintiff Edward R. Morgan, Sr. and others similarly situated.

192. 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.

193. Plaintiff Edward R. Morgan, Sr., Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff Edward R. Morgan, Sr.'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.

194. Defendants, and/or their alter egos, and/or their "alternate entities" knew and intended that the above-referenced products, 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.

195. 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 Edward R. Morgan, Sr.'s lung cancer, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Edward R. Morgan, Sr.'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.

196. 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 Edward R. Morgan, Sr. herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

197. Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. and others similarly situated were exposed.

198. Defendants' defective products as described above were a direct cause of Plaintiff Edward R. Morgan, Sr.'s injuries, and the damages thereby sustained.

199. 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 Edward R. Morgan, Sr. 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."

200. 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.

201. 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 Edward R. Morgan, Sr. 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.

202. 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.

203. 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.

204. 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 THIRD CAUSE OF ACTION

(Vicarious Liability of Defendants Based upon Respondeat Superior)

As a Third Distinct Cause of Action Against Defendants, Plaintiffs Bring this Third Cause of Action for Vicarious Liability of Product and Premises Defendants Based upon Respondeat Superior and Allege as Follows:

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

206. 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.

207. 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 Edward R. Morgan, Sr. was exposed.

208. Employees handling and disturbing asbestos-containing products in Plaintiff Edward R. Morgan, Sr.’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.

209. Employees handling and disturbing asbestos-containing products in Plaintiff Edward R. Morgan, Sr.’s, Plaintiff’s family members and others’ vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants’ businesses.

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

211. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Edward R. Morgan, Sr., 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 Edward R. Morgan, Sr.

212. 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.

213. 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 Edward R. Morgan, Sr.

214. 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 Edward R. Morgan, Sr. of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

215. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Edward R. Morgan, Sr.

216. Defendants' employees owed Plaintiff Edward R. Morgan, Sr. 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.

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

218. At all times mentioned, Plaintiff Edward R. Morgan, Sr. 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.

219. As a direct result of the Defendants' employees conduct, Plaintiff Edward R. Morgan, Sr.'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 Edward R. Morgan, Sr. and the damages and injuries as complained of herein by Plaintiffs.

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

221. 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 Edward R. Morgan, Sr.

FOR A FOURTH CAUSE OF ACTION

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

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

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

223. 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 Edward R. Morgan, Sr. worked and/or spent time.

224. 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.

225. 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 Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. would be exposed to dangerous asbestos dust beyond the present.

226. 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.

227. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Edward R. Morgan, Sr., frequently

encountered asbestos-containing products and materials during the course and scope of their work activities.

228. 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 Edward R. Morgan, Sr., 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.

229. 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 Edward R. Morgan, Sr. were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

230. At all times herein mentioned, Plaintiff Edward R. Morgan, Sr. was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

231. 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.

232. 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 Edward R. Morgan, Sr., from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

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

234. 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.

235. Defendants failed to warn its employees and bystanders thereto, including Plaintiff Edward R. Morgan, Sr., of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

236. 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 Edward R. Morgan, Sr. became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Edward R. Morgan, Sr. to develop asbestos-related disease lung cancer, and to suffer all damages attendant thereto.

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

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

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

238. The work performed by the Design Defendants was defective in all, but not limited to, the following particulars:

- (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
- (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but limited to asbestos.
- (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestos-containing products, materials and/or equipment, including but limited to asbestos.
- (d) In failing and neglecting to employ careful contractors and/or employees.
- (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but limited to asbestos.
- (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but limited to asbestos.
- (g) In failing to properly warn Plaintiff Edward R. Morgan, Sr. of dangers and risks associated with the conditions of the material and work product which was being installed for use by Plaintiff and others in his vicinity.
- (h) By such other failures as will be proved at trial.

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

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

FOR A SIXTH CAUSE OF ACTION
(Negligent Design Services Against Design Defendants)

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

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

241. Design Defendants owed Plaintiff Edward R. Morgan, Sr. a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.

242. Design Defendants breached such professional standards in all, but not limited to, the following particulars:

- (a) In failing and neglecting to take reasonable care in the design of said building.
- (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
- (c) In failing and neglecting to properly supervise the construction of said building.

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

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

FOR A SEVENTH CAUSE OF ACTION

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

As a Seventh Distinct Cause Of Action for Breach of Implied Warranties, Plaintiffs Complain of Defendants and Allege as Follows:

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

245. Each of the Defendants and/or their “alternate entities” impliedly warranted that their products, asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

246. The implied warranty made by the Defendants and/or their “alternate entities” that the products, 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 Edward R. Morgan, Sr. carried out his duties and was inhaled by Plaintiff Edward R. Morgan, Sr.

247. 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 Edward R. Morgan, Sr. 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 AN EIGHTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

249. That during, before and after Plaintiff Edward R. Morgan, Sr.'s exposure to asbestos products manufactured by Defendants and/or their "alternate entities", the Defendants and/or their "alternate entities" falsely represented facts, including the dangers of asbestos exposure to Plaintiff Edward R. Morgan, Sr. 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 Edward R. Morgan, Sr. 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.

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

251. As a direct and proximate result Plaintiff Edward R. Morgan, Sr.'s reliance upon Defendants' false representations, Plaintiff has suffered injury and damages as described herein.

FOR A NINTH CAUSE OF ACTION

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

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

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

253. 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.

254. 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.

255. 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.

256. 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.

257. 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.

258. 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.

259. 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.

260. 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.

261. 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.

262. 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 Edward R. Morgan, Sr.'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.

263. 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.

264. 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 Edward R. Morgan, Sr. 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.

265. Plaintiff Edward R. Morgan, Sr. 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.

266. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Edward R. Morgan, Sr. 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 A TENTH CAUSE OF ACTION
(Loss of Consortium)

For a Tenth Distinct Cause of Action for Loss of Consortium, Plaintiff Dorothy A. Morgan Complains of Defendants, and Alleges as Follows:

267. Plaintiffs incorporate by reference, the preceding paragraphs, where relevant.

268. Plaintiffs Edward R. Morgan, Sr. and Dorothy A. Morgan were married on September 11, 1953, and at all times relevant to this action were husband and wife.

269. Prior to his injuries as alleged, Plaintiff Edward R. Morgan, Sr. was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Edward R. Morgan, Sr. 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 Dorothy A. Morgan 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.

270. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Edward R. Morgan, Sr. as set forth herein, Plaintiff's spouse and co-Plaintiff Dorothy A. Morgan suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiffs pray judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

FOR AN ELEVENTH CAUSE OF ACTION
**(Alter Ego As to United States Fidelity And Guaranty Company,
Zurich American Insurance Company and Enstar (US) Inc.)**

For an Eleventh Distinct Cause of Action, Alter Egos Claims, Plaintiffs Complain of Defendants, and Allege as Follows:

271. 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 cancer³, 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.

272. 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.

³ [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 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.

[THIS SPACE INTENTIONALLY LEFT BLANK]

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

s/Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

August 9, 2021

Columbia, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
EDWARD R. MORGAN, SR., and	)	C/A NO. 2020-CP-40-05731
DOROTHY A. MORGAN,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
ARMSTRONG INTERNATIONAL,	)	
INC., et al.	)	
	)	
Defendants.	)	

PLAINTIFFS' RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

TO: ALL DEFENDANTS, BY AND THROUGH THEIR COUNSEL OF RECORD

COMES NOW Plaintiffs, Edward R. Morgan, Sr. and Dorothy A. Morgan, 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 be 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 at this stage of the case is anticipated to be in the form of testimony. Plaintiffs have made no determinations as to the documents they will seek to admit at trial. 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:

Edward R. Morgan, Sr. (Plaintiff)

c/o Jonathan Holder

Dean Omar Branham Shirley, LLP

Dorothy A. Morgan (Plaintiff)

c/o Jonathan Holder

Dean Omar Branham Shirley, LLP

Debra Morgan Kirk (Daughter of Plaintiffs)

c/o Jonathan Holder

Dean Omar Branham Shirley, LLP

Sandra Morgan McDowell (Daughter)

c/o Jonathan Holder

Dean Omar Branham Shirley, LLP

Edward Ray Morgan, Jr. (Son)

c/o Jonathan Holder
Dean Omar Branham Shirley, LLP

Any coworkers that worked with Edward Morgan including but not limited to coworkers identified in any deposition to be taken in this case.

EXPERT WITNESSES

**Dr. Hector Battifora
1752 Wilson Avenue
Arcadia, CA 91006
626-836-9147**

**Dr. John C. Maddox
Riverside Regional Medical Center
500 J. Clyde Morris Boulevard
Newport News, VA 23601
757-594-2160**

**Dr. Jerrold L. Abraham
Upstate University Hospital
750 East Adams Street
Syracuse, NY 13210
315-464-5540**

**Dr. William Salyer
PSI
3017 Telegraph Avenue, Suite 100
Berkley, CA 94705
510-644-0951**

**Dr. James R. Bruce
700 Gaslight Boulevard
Lufkin, TX 75904
936-632-5992**

**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 cancer 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. They may further testify as to facts and circumstances regarding the nature of the injuries and damages experienced by mesothelioma and/or asbestos-caused lung cancer victims. They may testify regarding Plaintiff/Decedent's prognosis and life expectancy had they not been diagnosed with mesothelioma and/or asbestos-caused lung cancer.

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/or asbestos-caused lung cancer 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 and/or asbestos-caused lung cancer in sufficient doses. 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 if any 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. Arthur L. Frank
Department of Environmental & Occupational Health
Dornsife School of Public Health
Drexel University
3215 Market Street
Nesbitt Hall, Suite 733
Philadelphia, PA 19104
(215) 762-6120

Dr. Arthur Frank is a physician and professor of public health at Drexel University. He is also a professor of medicine at the Drexel University College of Medicine. Dr. Frank received his medical degree in 1972 from the Mount Sinai School of Medicine. He received his Ph.D. in 1977 from the City University of New York, where he studied in the Biomedical Sciences Doctoral

Program. He is board certified by the National Board of Medical Examiners. In his practice and research studies, Dr. Frank has seen hundreds of people exposed to asbestos, including many with mesothelioma and/or asbestos-caused lung cancer and asbestos-caused lung cancer. He has performed cancer research for the National Cancer Institute, participated in epidemiologic studies of asbestos-exposed populations, taught asbestos medicine and public health to medical students and doctors, and published peer-reviewed papers, book chapters and presentation on the topic of the causes and prevention of asbestos-related diseases. Plaintiff can provide his current curriculum vitae upon request.

Dr. Frank may testify, live or by deposition, concerning his review of the medical records, pathology and work history of Decedent, the diagnosis of Decedent's mesothelioma and/or asbestos-caused lung cancer and the cause or causes of his mesothelioma and/or asbestos-caused lung cancer. Dr. Frank will offer all of his opinions to a reasonable degree of scientific and/or medical certainty, based on his review of the information received in this case, his review of the relevant scientific and medical literature and his experience and expertise. He may testify regarding the generally-accepted and sound methodology for determining whether a substance such as asbestos can cause disease and whether asbestos caused Decedent's mesothelioma and/or asbestos-caused lung cancer. Dr. Frank may testify about the generally-accepted consensus that all forms of asbestos can cause all asbestos-related diseases, including mesothelioma and/or asbestos-caused lung cancer. He may testify that the effects of asbestos exposure at elevated and/or occupational levels are cumulative in nature and that asbestos-related diseases such as mesothelioma and/or asbestos-caused lung cancer are dose-responsive diseases. Dr. Frank may testify about the epidemiological literature on asbestos-related diseases, including the peer-reviewed studies showing an association between exposure to chrysotile asbestos and mesothelioma and/or asbestos-caused lung cancer and that relatively low levels of asbestos exposure are associated with mesothelioma and/or asbestos-caused lung cancer. He may testify about other types of data in a weight-of-the-evidence approach to evaluating causation, including case reports, case series, animal studies, tissue studies and mechanistic data. He may testify about how this information also supports the conclusion that all forms of asbestos cause all forms of asbestos-related disease, including mesothelioma and/or asbestos-caused lung cancer. Dr. Frank may testify that Decedent's disease was caused by exposure to asbestos. He may testify about the use of asbestos-containing products by Decedent and/or in Decedent's presence, the type of asbestos in such products and how the use of such products results in levels of asbestos exposure orders of magnitude above background levels. Dr. Frank may rely on and/or otherwise provide industrial hygiene data showing the types of levels of asbestos exposure that result from different uses of asbestos or asbestos-containing products. He may testify about how people can be exposed to asbestos at elevated and occupational levels even in a bystander or "take-home" fashion. Dr. Frank may testify about how Decedent's exposure to such asbestos or asbestos-containing increased his risk of developing mesothelioma and/or asbestos-caused lung cancer and/or constituted a substantial contributing factor in the development of his mesothelioma and/or asbestos-caused lung cancer. Dr. Frank may testify concerning the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. Many of Dr. Frank's opinions, and the bases for his opinions, are reflected in an affidavit that is available for review upon request. Defense counsel are in undoubtedly in possession of numerous transcripts in which Dr. Frank's opinions have been expressed.

Dr. Frank may testify as to the procedures and treatments experienced by Decedent and his pain and suffering attributable to the disease mesothelioma and/or asbestos-caused lung cancer. He may testify regarding Decedent's prognosis and life expectancy had he not been diagnosed with mesothelioma and/or asbestos-caused lung cancer. He may testify concerning the reasonable and necessary medical expenses that Decedent and his family incurred and/or will incur in the future as a result of his asbestos-related disease.

Dr. Frank may also testify about the historical development of knowledge of asbestos-related diseases and their causes, including what medical and scientific literature was available to Defendants and what Defendants knew or should have known about asbestos and asbestos-related diseases. He 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. He 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. Frank 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.

Dr. James Robb
11613 Kensington Court
Boca Raton FL 33428-2415
561-901-8243

Dr. Robb is a practicing pathologist with board certifications in anatomic pathology, clinical pathology, dermatopathology and cytopathology. Dr. Robb 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 asbestos, the diseases it causes, the progressive, irreversible effects of asbestos disease and the prognosis for an asbestos-exposed individual. He may also testify concerning the scientific literature on the biological and toxicological effects of asbestos written by himself and others. He may also testify about the body's biological responses to brief exposure to asbestos, the pathogenic effects produced by various asbestos fiber types, including chrysotile, and the 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 may discuss all types of cancer risks from asbestos exposure. Dr. Robb may testify that all exposures are substantial contributing factors to an individual's disease and that there is no known safe level of exposure to asbestos. Dr. Robb'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. Robb may testify that, based on his review of the medical records, diagnosis, pathology and work/exposure history of the Plaintiff/Plaintiff's Decedent, that Plaintiff's/Plaintiff's Decedent's asbestos-related disease was caused by exposure to asbestos. Dr. Robb may testify concerning the clinical course and progression of Plaintiff's/Plaintiff's Decedent's asbestos-related disease. Dr. Robb may also testify regarding Plaintiff/Decedent's past and future reasonable and necessary medical treatments and costs. Dr. Robb may also discuss and explain the various treatments and

procedures undergone or to be undergone by Plaintiff/Plaintiff's Decedent. Dr. Robb may discuss Plaintiff's/Plaintiff's Decedent's prognosis, life expectancy and expected cause of death.

Dr. Edwin Holstein
Environmental Health Associates PA
10 Langley Road, Suite 306
Newton Centre, MA 02459
617-795-2238

Dr. Mark Colella
219 Royal Doulton Court
Gibsonia, PA 15044
724-226-7863

Barry Horn, M.D.
Berkley Pulmonary Medical Group
2450 Ashby Avenue
Berkeley, CA 94705
510-204-1894

The above listed experts 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 and/or asbestos-caused lung cancer as a result of exposure to asbestos, and that all exposures to asbestos of an occupational level substantially contribute to the development of Mesothelioma and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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/or asbestos-caused lung cancer 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 and/or asbestos-caused lung cancer. 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.

Dr. Michael Freeman
425 NW 10th Avenue, Suite 306
Portland, OR 97209
971-255-1008

Dr. Michael Freeman is a doctor of medicine and an epidemiologist specializing forensic medicine and forensic epidemiology. Dr. Freeman may testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at the trial of this matter.

Dr. Freeman is a medical doctor and epidemiologist who will testify to matters related to the circumstances of Plaintiff/Decedent's exposure to defendants' asbestos and asbestos-containing products, and the use of defendants' asbestos and asbestos-containing products.

This expert may testify regarding Plaintiff/Decedent's exposures to asbestos at different times and may testify concerning his assessment of the various risks which were associated with such exposures. He may also testify regarding the material and characteristics of defendants' asbestos and asbestos-containing products, release of asbestos fibers from defendants' asbestos and asbestos-containing 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. He 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. This expert may also testify regarding the asbestos content of different products during different periods of time.

This expert may further testify concerning the conditions at the sites of Plaintiff/Decedent's exposure to asbestos based on testimony of the Plaintiff/Decedent, relevant documents, discovery responses and/or conversations with other workers who engaged in similar work. He 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. He 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. He 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. He 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. He may further testify that defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff/Decedent's use of, and exposure to, their products, as a result of medical, scientific and industrial hygiene literature available to all Defendants.

This expert may also testify, based on her experience, training and education, as to the health risks associated with exposure to asbestos. He may testify regarding direct exposure, bystander exposure 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. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and/or asbestos-caused lung cancer and other asbestos related diseases. This expert may testify regarding when it was known that direct, bystander and household exposures were known to cause disease. He may testify that the cumulative dose of asbestos that a person receives is what increases the risk of asbestos related diseases, including mesothelioma and/or asbestos-caused lung cancer, mesothelioma and/or asbestos-caused lung cancer, and asbestos-related scarring. He may testify that all exposures to asbestos of an occupational level are substantial contributing factors to the development of an individual's disease, and that all of such of Plaintiff/Decedent's exposures contributed to the development of Plaintiff/Decedent's asbestos disease, including mesothelioma and/or asbestos-caused lung cancer. 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. Freeman 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. He may also testify that asbestos and 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. He may also testify that there are no known 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 malignant mesothelioma and/or asbestos-caused lung cancer. He may testify further that all types of asbestos represent occupational hazards and that in the sciences of occupational, environmental, and preventive medicine, all types of commercial asbestos and tremolite asbestos are understood to cause all asbestos diseases, including but not limited to, mesothelioma and/or asbestos-caused lung cancer. He may testify that "dose reconstruction" or similar efforts to specifically quantify and model in numeric terms the Plaintiff/Decedent's total and/or relative asbestos exposure, in the absence of measurements taken at the Plaintiff/Decedent's exposure sites during the relevant periods of time, have significant scientific limitations.

This expert 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. He 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. He 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. This expert may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

This expert has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of defendants' asbestos and asbestos-containing 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 may include 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 or packing that are removed in whole or in part by brushing or sanding, 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. He 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. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of defendants or the lack of testing on defendants' asbestos and asbestos-containing products.

This expert may testify that dust levels measured in testing one defendant's asbestos product would be similar to the results from another defendant's similar product with similar ingredients.

It is anticipated, that this expert 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. He may 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. This expert's opinion may be based upon her review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

This doctor 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. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

This expert may testify that pure chrysotile asbestos, in the absence of tremolite, represents a health hazard for all asbestos-related diseases that need to be controlled. This doctor may further testify that, in her opinion, chrysotile asbestos causes all types of asbestos disease, including but not limited to, malignant mesothelioma and/or asbestos-caused lung cancer.

This expert may also testify concerning the presence of talc in the products Plaintiff/Decedent was exposed to. This expert may further testify that the talc was asbestos-containing and that said asbestos was in a form capable of causing asbestos-related diseases including mesothelioma and/or asbestos-caused lung cancer, mesothelioma and/or asbestos-caused lung cancer, and asbestosis.

He may testify that in both historical and present day contexts what some people have termed controversies regarding the toxicity of chrysotile asbestos are rooted in conflicts of interest of asbestos product manufacturers and sellers. He may testify that some sectors of the industry had earlier and more detailed historical access to the relevant scientific information on asbestos health hazards than medical professionals and the consuming public. He may testify that industry efforts to suppress, and in some cases distort, scientific information on the adverse health effects of asbestos have shaped the medical and scientific literature, public policy, and regulatory requirements.

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Professor McCulloch is an expert in the historical development of knowledge about asbestos disease, including when it was known in the medical and scientific community and by industry that asbestos could cause asbestosis, mesothelioma and/or asbestos-caused lung cancer, mesothelioma and/or asbestos-caused lung cancer and other asbestos related diseases. His

testimony will include the role of industry in shaping what was known in the medical community and the mainstream public about hazards of asbestos. He is expected to testify that in both historical and present day contexts what some people have termed controversies regarding the toxicity of chrysotile asbestos are rooted in conflicts of interest of asbestos product manufacturers and sellers. He is expected to testify that some sectors of the industry had earlier and more detailed historical access to the relevant scientific information on asbestos health hazards than medical professionals and the consuming public. He is expected to testify that industry efforts to suppress, and in some cases distort, scientific information on the adverse health effects of asbestos have shaped medical and scientific literature, public policy, and regulatory requirements.

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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/or asbestos-caused lung cancer 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer.

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.

Joe Burkhart, MS, CIH
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Mr. Burkhart is a Certified Industrial Hygienist 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.

Mr. Burkhart may testify regarding Plaintiff/Decedent's exposures to asbestos at different times and may testify concerning his assessment of the various risks which were associated with such exposures. He 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. He 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. He may also testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time.

Mr. Burkhart 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. He 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. He 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. He 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. He 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. He 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.

Mr. Burkhart may also testify, based on his experience, training and education, as to the health risks associated with exposure to asbestos. He 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. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and/or asbestos-caused lung cancer and other asbestos related diseases. Mr. Burkhart may testify regarding when it was known that bystander and household exposures were known to cause disease. He 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 and/or asbestos-caused lung cancer. 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. Mr. Burkhart 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 and/or asbestos-caused lung cancer. He 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. He 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 and/or asbestos-caused lung cancer. He 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 and/or asbestos-caused lung cancer. This expert may testify regarding his estimation of the Plaintiff/Decedent's dose of exposure to Defendants' products.

Mr. Burkhart 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. He 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. He 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. Mr. Burkhart may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

Mr. Burkhart has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He 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. He 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. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing on Defendants' products. He 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 and/or asbestos-caused lung cancer.

Mr. Burkhardt 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 Mr. Burkhardt 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. He 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. Mr. Burkhardt's opinions may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

Mr. Burkhardt 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. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

Mr. Burkhardt 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. Mr. Burkhardt 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.

Mr. Burkhardt may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Carl Andrew Brodtkin, M.D.

**Clinical Associate Professor
Occupational & Environmental Medicine
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Dr. Brodtkin, as a Board Certified occupational medicine physician and a Fellow of the American College of Occupational and Environmental Medicine (FACOEM), has experience and training in biostatistics, epidemiology, toxicology and industrial hygiene, as well as occupational and environmental medicine.

Dr. Brodtkin may testify, live or by deposition, concerning his examination of the Plaintiff/Decedent and/or his review of the Plaintiff/Decedent's work history, medical records, x-rays, and bills for medical services as well as his evaluation of asbestos-related disease in this case. He may also testify about asbestos, the effects of asbestos on the body and the diseases caused by asbestos generally. Additionally, he may testify concerning Plaintiff/Decedent's increased risk of mesothelioma and/or asbestos-caused lung cancer and other asbestos-related diseases as a consequence of his exposure to asbestos. Dr. Brodtkin may testify that based on epidemiological, industrial hygiene, medical, scientific and/or other studies, Plaintiff/Decedent's asbestos-related disease and his increased risk of cancer were caused by his exposure to Defendants' asbestos-containing products or use of asbestos-containing products on Defendants' machinery or equipment, and/or the use of asbestos containing products while working on Defendants premises or while employed by Defendants. He 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. Dr. Brodtkin 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.

Dr. Brodtkin may testify about what asbestos is and how asbestos causes disease and which diseases are caused from exposure to asbestos.

Dr. Brodtkin may testify that asbestos was known to cause various diseases, including cancer, by the 1920s and 1930s, respectively. Dr. Brodtkin may testify as to his review of the literature and the opinions and conclusions contained in that literature regarding state of the art issues and specifically regarding medical knowledge of asbestos-related effects and recommended protections to exposed workers. Dr. Brodtkin may testify whether or not a specific identified exposure to asbestos is a contributing cause to asbestos-related disease, as well as the cumulative effect of Plaintiff/Decedents asbestos exposures. He may testify whether Plaintiff/Decedents cumulative exposure to asbestos is causally associated with his/her asbestos-related disease. Dr. Brodtkin may testify as to when end product users, household-exposed individuals and bystanders developed asbestos-related diseases, including resulting mortality.

Dr. Brodtkin may testify about the levels of asbestos exposure released from asbestos materials/products. Dr. Brodtkin may testify to the nature and extent of Plaintiff/Decedent's exposure, including intensity of fiber release from specific activities. Dr. Brodtkin may testify, to the extent possible, to the levels of asbestos exposure that Plaintiff/Decedent received from Defendants' asbestos products and the increased risk of mesothelioma and/or asbestos-caused lung

cancer, if any, from these exposures. Dr. Brodtkin may also testify whether specific identified exposures substantially contributed to Plaintiff/Decedent's mesothelioma and/or asbestos-caused lung cancer and/or other asbestos-related disease. Dr. Brodtkin will discuss general principles of occupational medicine. Further, Dr. Brodtkin may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, Dr. Brodtkin may testify as to this Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products and/or exposure at Defendants premises or place of employment. Dr. Brodtkin may also testify that Plaintiff/Decedent's increased risk of cancer was causally associated with Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' machinery or equipment, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Dr. Brodtkin will discuss the well characterized dose response of asbestos and may testify that risk for asbestos-related disease is substantially greater than ambient exposures. Dr. Brodtkin 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, including mesothelioma and/or asbestos-caused lung cancer. Dr. Brodtkin may testify with regard to Plaintiff/Decedent's diagnosis of an asbestos-related disease. He may also testify with regard to Plaintiff/Decedent's increased risk of contracting mesothelioma and/or asbestos-caused lung cancer or mesothelioma and/or asbestos-caused lung cancer or other cancers as a result of his asbestos exposure. Dr. Brodtkin 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 and/or asbestos-caused lung cancer. Dr. Brodtkin 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. He 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 and/or asbestos-caused lung cancer. Additionally, he may testify that Plaintiff/Decedent's exposure to asbestos contributed to his asbestos-related disease and/or asbestos-related cancer. Dr. Brodtkin may testify that Plaintiff/Decedent requires and/or 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 associated health concerns.

Dr. Brodtkin may testify that medical knowledge indicated during the late 1920s and 1930s that asbestos could be hazardous and deadly, that it could cause cancer during the 1930's and 1940's, and that additional information continued to be provided about asbestos hazards in the 1950s, 1960s and 1970s. He may testify that it was known or knowable that asbestos and products containing asbestos, were hazardous and dangerous in those time frames.

Within his review of occupational histories and/or exposure, Dr. Brodtkin will address whether asbestos warnings or related hazard training occurred or whether it impacted use of engineering controls or personal protective equipment that would impact exposure.

Dr. Brodtkin may testify regarding bystander indirect exposure to asbestos, as well as the development of TLV's and PEL's, and whether specific exposures were a proximate and substantial factor in causing Plaintiff/Decedent's asbestos-related disease. Dr. Brodtkin will address the nature and extent of Plaintiff/Decedent's exposure.

Dr. Brodtkin may testify as to the health aspects of asbestos exposure and to his own personal and professional writings, publications and editorials; the amount of asbestos exposure it takes to cause cancer and other asbestos-related diseases; the historical aspects of the development of OSHA/NIOSH and the history of OSHA/NIOSH regulations and other governmental regulations regarding asbestos and asbestos exposure.

This doctor's opinions will be based upon his review of any and all medical records and health-related documents, any exposure related documents, including discovery materials, depositions and available chest x-rays and/or pathology reports, as well as his expertise in the field, including experience and training, and his review of historical and more recent medical articles and journals. This doctor may testify that, based on a review of published information and unpublished data concerning the defendants' products, these products produce dangerous levels of asbestos dust that contributed to cause the Plaintiff/Decedent's disease.

Dr. Brodtkin may testify about issues relating to the toxicity of specific asbestos fiber types, and that pure chrysotile asbestos causes mesothelioma and/or asbestos-caused lung cancer. Dr. Brodtkin may testify that Chrysotile asbestos is potent in causing mesothelioma and/or asbestos-caused lung cancer. Dr. Brodtkin may also testify that there is no known safe level of exposure to asbestos in terms of causation of mesothelioma and/or asbestos-caused lung cancer and other asbestos-related cancers.

Arnold R. Brody, Ph.D.
Department of Molecular Biomedical Sciences
North Carolina State University
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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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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 and/or asbestos-caused lung cancer. 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/or asbestos-caused lung cancer 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 and/or asbestos-caused lung cancer.

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 and/or asbestos-caused lung cancer. 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.

Dr. Richard A. Lemen
241 Rose Ridge Court
Canton, GA 30115
678-493-1736

Dr. Lemen will testify as an expert and fact witness about asbestos and the diseases caused by asbestos generally. Dr. Lemen 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' machinery or equipment, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, Dr. Lemen may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that their asbestos-containing products or use of asbestos-containing products could cause disease. Dr. Lemen will testify as to his visits at various asbestos plants and manufacturing plants and about TLVs. Dr. Lemen may testify about TLVs using demonstrative aids. Dr. Lemen may testify as to his review of the literature and the opinions and conclusions contained in that literature. Dr. Lemen will testify that asbestos was known to cause various diseases and cancers before 1950. Dr. Lemen 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. Lemen 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. Lemen may 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 and/or asbestos-caused lung cancer. 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. Lemen 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 and/or asbestos-caused lung cancer. Dr. Lemen will testify as to when end product users, household exposed individuals and bystanders were known to get sick and die from asbestos. Dr. Lemen may also testify as to his review of the documents entered into evidence in this cause or reviewed pertaining to Defendants, and as to his 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. Dr. Lemen may also testify as to the hazardous nature of asbestos and asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He 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 adequately and timely warn of the dangers of their products or the use of asbestos-containing products. Further, Dr. Lemen may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. He will testify that smoking is addictive. Dr. Lemen will specifically testify to activities listed in his curriculum vitae, including his factual knowledge of the conduct of asbestos companies from his work with the United States Government. More specifically, Dr. Lemen 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 and that Plaintiff/Decedent's fear of cancer is a reasonable fear. Dr. Lemen will discuss the dangers of low-level exposure to asbestos and will testify that there is no safe level of exposure to asbestos. He will testify that all the various types of asbestos fibers are capable of

causing death, mesothelioma and/or asbestos-caused lung cancer, asbestosis and all other asbestos-related diseases. Dr. Lemen may also testify that Plaintiff/Decedent's increased risk of cancer was caused and/or contributed to by 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. Dr. Lemen 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. Defense counsel are in possession of transcripts within which Dr. Lemen's opinions have been fully explored.

This doctor 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. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

This doctor may testify that warnings placed on containers of asbestos-containing products, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

Further, Dr. Lemen will testify as to the following specific issues: his background; ethical aspects of corporate responsibility; warnings; and the state of the art of the medical, scientific and/or technical literature regarding asbestos. Dr. Lemen will testify regarding bystander exposure to asbestos, "fiber drift," the fact that asbestos products are "toxic" and unreasonably dangerous, the TLV defense, and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma and/or asbestos-caused lung cancer. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature and that these exposures contribute to the development of asbestos diseases and particularly mesothelioma and/or asbestos-caused lung cancer. 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/or asbestos-caused lung cancer and other asbestos related diseases. He may testify regarding when it was known that bystander and household exposures were known to cause disease. Further, Dr. Lemen may testify as to the level of asbestos exposure Plaintiff/Decedent would have received during his employment. Dr. Lemen may testify that there is no "safe level" of exposure to asbestos in terms of causation of asbestos diseases, including mesothelioma and/or asbestos-caused lung cancer.

Dr. Lemen may testify as to the health aspects of asbestos exposure and to his own personal and professional writings, publications and editorials; the amount of asbestos exposure it takes to cause cancer and other asbestos-related diseases; the historical aspects of the development of OSHA/NIOSH and the history of OSHA/NIOSH regulations and other governmental regulations regarding asbestos and asbestos exposure. Dr. Lemen may also testify that Defendants' failure to comply with these regulations constitutes negligence and was a cause of Plaintiff/Decedent's injuries.

This doctor's opinions will be based upon his review of any and all medical records and available chest x-rays and/or pathology materials, as well as his expertise in the field, including experience and training, and his review of historical and more recent medical articles and journals.

Dr. Lemen may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma and/or asbestos-caused lung cancer. Dr. Lemen 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.

This doctor may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Charles Ay
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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. For a more complete description of Mr. Ay's anticipated testimony, please see the court transcripts in your possession and the depositions that have previously been taken of Mr. Ay.

Mr. Ay has prepared no reports or writings concerning his proposed testimony. Any reports will be furnished to you upon receipt.

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."

Dr. Richard Cohen
19242 Panorama Drive

**Saratoga, CA 95070-6225
415-424-5156**

Dr. Cohen may testify about asbestos and the diseases caused by asbestos generally. He may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that their asbestos-containing products or the use of asbestos-containing products, could cause disease. He may testify as to his review of the literature and the opinions and conclusions contained in that literature. He may also testify regarding availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. He may also testify as to his review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached there from that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. Additionally, he may testify as to the hazardous nature of all types of asbestos and that all types of asbestos-containing products are unreasonably dangerous. He 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, he may testify that all Defendants conspired to suppress information pertaining to the hazards of asbestos, exposure to asbestos-containing products, and the diseases resulting there from. Consequently, Defendants deprived Plaintiff/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 this experts' prior testimony within which his opinions concerning these subjects have been fully explored. Dr. Cohen may testify concerning the reasonable and necessary medical expenses that the Plaintiff/Decedent has incurred and will incur in the future, as a result of his/her asbestos-related disease.

Dr. Cohen 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. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

Dr. Cohen may also testify that warnings placed on asbestos-containing products, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

Dr. Cohen's opinions will be based upon his review of any and all medical records and available chest x-rays and/or pathology materials, as well as his expertise in the field, including experience and training, and his review of historical and more recent medical articles and journals.

Further, Dr. Cohen will testify as to the following specific issues: his background; ethical aspects of corporate responsibility; warnings; and the state of the art of the medical, scientific and/or technical literature regarding asbestos. He will testify regarding bystander exposure to asbestos, "fiber drift," the fact that asbestos products are "toxic" and unreasonably dangerous, the TLV defense, and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma and/or asbestos-caused lung cancer. 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. Cohen 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 and/or asbestos-caused lung cancer. 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/or asbestos-caused lung cancer and other asbestos related diseases. This expert may testify regarding when it was known that bystander and household exposures were known to cause disease. Further, He may testify as to the level of asbestos exposure Plaintiff/Decedent would have received during his/her employment.

Dr. Cohen may testify as to the health aspects of asbestos exposure and to his own personal and professional writings, publications and editorials; the amount of asbestos exposure it takes to cause cancer and other asbestos-related diseases; the historical aspects of the development of OSHA/NIOSH and the history of OSHA/NIOSH regulations and other governmental regulations regarding asbestos and asbestos exposure. He may also testify that Defendants' failure to comply with these regulations constitutes negligence and was a cause of Plaintiff/Decedent's injuries.

This doctor may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma and/or asbestos-caused lung cancer. He 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.

This doctor may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Ronald F. Dodson, Ph.D.
President: Dodson Environmental Consulting, Inc.
Senior Consultant: ERI Consulting, Inc.
2026 Republic Drive, Suite A
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903-534-5001

Dr. Ronald F. Dodson is a Ph.D. whose specialty is biological electron microscopy (cell biology). He spent thirty-four years in academia until his retirement in August 2005. His academic appointments at the time of his retirement were as Professor of Cell biology and Environmental Sciences at the University of Texas Health Center at Tyler and as Professor of Biology (with tenure) at the University of Texas at Tyler. His research over those years focused on pneumoconiosis with a particular emphasis on asbestos-related diseases. Much of the asbestos-related research involved the determination of ferruginous bodies and uncoated asbestos fibers in tissue and body fluids as related to establishing past exposures.

He will testify that malignant mesothelioma and/or asbestos-caused lung cancer is a signal tumor for asbestos as its cause, and that virtually all diffuse malignant mesothelioma and/or asbestos-

caused lung cancers in adult men in the U.S. are caused by asbestos. He will testify about "fiber burden analysis" in general, and regarding the fiber burden analysis performed in this case. He may also testify about testing that he has done on Defendants' products, as well as the results of those tests. He will testify that chrysotile asbestos fibers were a cause-in-fact of Plaintiff/Decedent's malignant pleural mesothelioma and/or asbestos-caused lung cancer. He will testify that malignant mesothelioma and/or asbestos-caused lung cancer is always fatal and that there are no cures for asbestos-related diseases. He will testify that asbestos diseases are incurable and progressive by nature. He will testify that asbestos fibers do not signal ordinary human senses as to their dangers, and that they are more dangerous than ordinary people with ordinary senses and characteristics will perceive. In that regard, he may testify that particular asbestos products are unreasonably dangerous as defined by The Texas Pattern Jury Charge. He will testify that there is no known safe level of asbestos exposure and that the permissible exposure level(s) described by OSHA will not, cannot, and are not intended to prevent all asbestos-related mesothelioma and/or asbestos-caused lung cancers. He will testify that malignant mesothelioma and/or asbestos-caused lung cancer can be caused in humans by all asbestos fiber-types chrysotile, tremolite, actinolite, anthophyllite, amosite, and crocidolite. He will testify that all of these fiber-types are potent. He will testify that all of these asbestos fiber types cause all forms of asbestos-related disease, including but not limited to, diffuse malignant mesothelioma and/or asbestos-caused lung cancer, mesothelioma and/or asbestos-caused lung cancer, asbestosis, pleural plaques, pleural thickening, diaphragmatic and pericardial plaques, and pleural effusions. He will testify that the proposition, if any, that chrysotile-containing products do not cause malignant mesothelioma and/or asbestos-caused lung cancer in humans, or do so only as a result of asbestos exposures on the order of 25 fiber years, is false.

He may testify generally as to how asbestos diseases are caused, and specifically, as to asbestos causation in the case of the Plaintiff/Decedent within reasonable scientific probability. He may utilize visual aids, slides, photographs, drawings, a flip chart, power point, film, medical articles, and/or textbooks to assist in explaining any matter about which he may testify. He has published extensively in peer-reviewed literature on tissue burden of asbestos in occupationally exposed individuals who had asbestos diseases, including but not limited to, diffuse malignant mesothelioma and/or asbestos-caused lung cancer, and he may testify regarding those publications, as well as any others that he has reviewed and identifies as reliable and/or authoritative. A copy of his curriculum vitae is attached to this supplemental designation.

He will testify that "short" asbestos fibers (those that are less than 5 microns in length) are capable of causing mesothelioma and/or asbestos-caused lung cancer in humans, and that asbestos fibers, both longer and shorter than 5 microns in length were found pathologically in this case. He will testify that fiber burden analysis should account for asbestos fibers that are capable of being seen only in the transmission electron microscope and these analysis should include fibers shorter than 5 microns since these are the asbestos fibers which more readily relocate to extrapulmonary sites where asbestos induced diseases such as mesothelioma and/or asbestos-caused lung cancer occur. He will testify that counting asbestos bodies is a poor indicator of the past presence of chrysotile in human lung and likewise as a marker which can be related to asbestos diseases, including but not limited to, diffuse malignant mesothelioma and/or asbestos-caused lung cancer. He may testify that the fiber-burden analysis performed, if any, by the Defense Doctor(s) contains methodological

variations which may result in an inaccurate representation of the nature and amount of a population of asbestos fibers found in the lung and pleura.

He will testify about the asbestos content and type of asbestos found in talc, and the presence or absence of talc in products at issue in this case. He will also testify that exposure to asbestos from talc can and does cause asbestos related diseases, including mesothelioma and/or asbestos-caused lung cancer. He may also testify that exposures to products containing talc were substantial contributing factors in causing Plaintiff/Decedent's mesothelioma and/or asbestos-caused lung cancer, and/or other asbestos related disease. He will also testify about government regulations relating to asbestos in talc and other products.

He will testify that asbestos diseases are caused by cumulative asbestos exposure. He will testify that each exposure to asbestos adds to the total dose that causes malignant mesothelioma and/or asbestos-caused lung cancer and is a substantial contributing factor in causing fatal asbestos disease. He will testify that asbestos diseases and their causes are well documented currently and historically.

He will testify based upon his review of medical records, pathology materials, expert reports, deposition testimony in the case, medical and scientific literature, his background, education, and professional training and all of his opinions will be offered within reasonable scientific probability.

He is available for deposition upon written request.

Ronald E. Gordon, Ph.D.
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One Gustave L. Levy Place
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New York, NY 10029
212-241-7362

Dr. Gordon's specialty is biological electron microscopy (cell biology). His research for the past twenty-five years has involved assessment of asbestos burden in asbestos-exposed individuals. Dr. Gordon has agreed to testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial.

He will testify that malignant mesothelioma and/or asbestos-caused lung cancer is a signal tumor for asbestos as its cause, and that virtually all diffuse malignant mesothelioma and/or asbestos-caused lung cancer in adult men in the U.S. are caused by asbestos. He will testify that Plaintiff's mesothelioma and/or asbestos-caused lung cancer (and other asbestos-related conditions) was caused by his asbestos exposures and by no other cause. He will testify that malignant mesothelioma and/or asbestos-caused lung cancer is always fatal and that there are no cures for asbestos-related diseases. He will testify that asbestos diseases are incurable and progressive by nature. He will testify that asbestos fibers do not signal ordinary human senses as to their dangers, and that he are more dangerous than ordinary people with ordinary senses and characteristics will perceive. He will testify that there is no known safe level of asbestos exposure and that the

permissible exposure level(s) described by OSHA will not, cannot, and are not intended to prevent all asbestos-related mesothelioma and/or asbestos-caused lung cancers. He will testify that malignant mesothelioma and/or asbestos-caused lung cancer can be caused in humans by asbestos fiber-types chrysotile, tremolite, actinolite, anthophyllite amosite, and crocidolite. He will testify that all of these fiber-types are potent. He will testify that all of these asbestos fiber types cause all forms of asbestos-related disease, including but not limited to, diffuse malignant mesothelioma and/or asbestos-caused lung cancer, mesothelioma and/or asbestos-caused lung cancer, asbestosis, pleural plaques, pleural thickening, diaphragmatic and pericardial plaques, and pleural effusions. He will testify that the proposition that chrysotile-containing products do not cause malignant mesothelioma and/or asbestos-caused lung cancer in humans, or do so only as a result of asbestos exposures on the order of 25 fiber years, is false.

He will testify generally as to how asbestos diseases are caused, and specifically, as to asbestos causation in this case. He may utilize visual aids, slides, photographs, drawings, a flip chart, power point, film, medical articles, and/or textbooks to assist in explaining any matter about which he may testify. He has published extensively in peer-reviewed literature on tissue burden of asbestos in occupationally exposed individuals who had asbestos diseases, including but not limited to, diffuse malignant mesothelioma and/or asbestos-caused lung cancer, and he may testify regarding those publications, as well as any others that he has reviewed and identifies as reliable and/or authoritative. A copy of his curriculum vitae is available upon request.

He will testify that "short" asbestos fibers (those that are less than 5 microns in length) are capable of causing mesothelioma and/or asbestos-caused lung cancer in humans. He will testify about the methodology and results of any fiber-burden analyses performed on Plaintiff's tissue. He will testify that fiber burden analysis should account for asbestos fibers that are capable of being seen only in the transmission electron microscope and these analyses should include fibers shorter than 5 microns since these are the asbestos fibers which more readily relocate the extrapulmonary sites where asbestos induced diseases such as mesothelioma and/or asbestos-caused lung cancer occur. He may testify that counting asbestos bodies is a poor indicator of the past presence of chrysotile in human lung and likewise as a marker which can be related asbestos diseases, including but not limited to, diffuse malignant mesothelioma and/or asbestos-caused lung cancer. He will testify that asbestos diseases are caused by cumulative asbestos exposure. He will testify that each exposure to asbestos adds to the total dose that causes malignant mesothelioma and/or asbestos-caused lung cancer and is a substantial contributing factor in causing fatal asbestos disease. He will testify that asbestos diseases and their causes are well documented currently and historically. He will testify that a causal relationship between asbestos and asbestosis was well documented by the 1930's, mesothelioma and/or asbestos-caused lung cancer by the 1940's, and diffuse malignant mesothelioma and/or asbestos-caused lung cancer on or before 1960. If called upon to do so, he may perform a fiber burden analysis and testify to the results and his opinions and interpretation of same. He may also offer opinions concerning the analysis and/or findings submitted by any other expert who is retained, designated, or otherwise testifies in this matter.

William Longo, Ph.D.
Materials Analytical Services
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Suwanne, GA 30024

770-866-3200

Dr. Longo is a scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients. Dr. Longo has examined the amount of dust released by mixing and/or manipulating various asbestos-containing products, including, but not limited to, Kaylo, Unibestos, Carey products, Pabco products, Mundet products, W.R. Grace products, 85 percent magnesia thermal insulation, asbestos-containing refractory and castable products, asbestos containing joint compound products, asbestos-containing floor tile products, including but not limited to Congoleum and Flintkote floor tile and flooring products, United States Gypsum products, Kaiser Gypsum products, Micarta panels manufactured by Westinghouse, Flintkote products, asbestos-containing gaskets and packing manufactured by Garlock, Anchor, Flexitallic, John Crane and other manufacturers, Johns Manville products (including pipe covering, block, and transite pipe), Certainteed pipe, as well asbestos-containing brake components, assemblies and gaskets manufactured by Bendix, FelPro and Carlisle (Motion Control Industries), and has documented his investigation on videotape. These analyses include current and past techniques used to measure asbestos content in dust. Dr. Longo will testify on his results from the release of asbestos-containing dust from the various products that he has tested by either mixing, application, removal or the normal use of those products. Dr. Longo has quantified both the asbestos content and asbestos release generated from the aforementioned uses of these materials. Dr. Longo will testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release, and fiber release and contamination on clothing and other personal contamination. He will compare his results of these dust studies by analysis using both particles per cubic foot, fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. Dr. Longo will testify that the levels of asbestos dust measured during these tests exceeded established TLVs and PELs in many instances of his product testing. In addition, Dr. Longo has prepared and will use demonstrative aids regarding asbestos dust release from the various products that he has studied and the Defendants' TLV defense. Dr. Longo will compare and contrast his findings with other scientific findings. Dr. Longo will offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing of Defendants' products.

Dr. Longo may testify that the dust levels measured in testing one Defendant's asbestos product would be similar to the results expected from another Defendant's similar product with similar ingredients.

Dr. Longo's opinions will be based upon his review of any and all depositions, records and materials, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals.

Dr. Longo has produced written reports and videotapes of each of the tests he has performed. Copies are available upon request.

Dr. Longo will testify that they have conducted a chrysotile digestion analysis on Garlock asbestos sheet gasketing and will testify that such gasketing is contaminated with tremolite asbestos.

Dr. James R. Millette
Millette Technical Consulting
220 Cricket Walk SW
Lilburn, GA 30047
404-375-0979

Dr. Millette is a scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients. He has agreed to testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial. Mr. Millette's fee for testimony is \$440.00 per hour.

Mr. Millette may testify regarding Plaintiff/Decedent's exposures to asbestos at different times. Mr. Millette may also testify regarding the material and characteristics of defendants' asbestos and asbestos-containing products, release of asbestos fibers from defendants' asbestos and asbestos-containing 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.

This expert may further testify concerning the conditions at the sites of Plaintiff/Decedent's exposure to asbestos based on testimony of the Plaintiff/Decedent, relevant documents, discovery responses and/or conversations with other workers who engaged in similar work. He may testify concerning asbestos exposure resulting from maintenance, repair and construction operations taking place at those sites.

He may testify regarding direct exposure and bystander exposure to asbestos and specifically that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos. He may also testify that there are no known recognized 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 and/or asbestos-caused lung cancer. He may testify further that all types of asbestos are considered by OSHA and EPA to represent hazards and there is no distinction for regulatory purposes.

Dr. Millette has examined the asbestos content and/or amount of dust released by mixing and/or manipulating various asbestos-containing products, including, but not limited to, Gaskets, Packing, Talc and friction products, and has documented many of his investigations on videotape. These analyses include current and past techniques used to measure asbestos content in dust. Dr. Millette will testify on his results from the asbestos content and release of asbestos-containing dust from the various products that he has tested by either application, removal or the normal use of those products. He will testify about the different types of asbestos likely to be in Defendants' products. Dr. Millette has quantified both the asbestos content and asbestos release generated from the aforementioned uses of these materials. Dr. Millette will testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release, and fiber release and contamination on clothing and other personal contamination. Dr. Millette may testify that the levels of asbestos

dust measured during these tests exceeded background levels in many instances of his product testing. In addition, he will compare and discuss other publications and/or studies regarding asbestos dust content and release from these products. In addition, Dr. Millette has prepared and will use demonstrative aids regarding asbestos dust release from the various products that he has studied. Dr. Millette will compare and contrast his findings with other scientific findings. Dr. Millette will offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing of Defendants' products.

He will testify, if asked, that Garlock and Cranite gaskets, that he tested, as well as John Crane gaskets and packing, that he tested, were asbestos containing and that the asbestos is not fully encapsulated.

Dr. Millette will testify about the asbestos content and type of asbestos found in talc, and the presence or absence of talc in products at issue in this case. He may also testify about government regulations relating to asbestos in talc and other products.

This expert has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of defendants' asbestos and asbestos-containing 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 products include adhered gaskets or packing that are removed in whole or in part by scraping, brushing or sanding, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and product scrap that is swept or blown or vacuumed. He 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. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of defendants or the lack of testing on defendants' asbestos and asbestos-containing products.

Dr. Millette may testify that the dust levels measured in testing one Defendant's asbestos product would be similar to the results expected from another Defendant's similar product with similar ingredients.

This expert's opinion may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

Dr. Millette has produced written reports and, in some cases, videotapes of each of the tests he has performed. Copies are available upon request.

Dr. Steve P. Compton
MVA Scientific Consultants
3300 Breckinridge, Suite 400
Duluth, GA 30096
770-662-8509

Dr. Compton is a scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients. He has agreed to testify at the trial of this matter, and will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial. Mr. Compton's fee for testimony is \$440.00 per hour.

Mr. Compton may testify regarding Plaintiff/Decedent's exposures to asbestos at different times. Mr. Compton may also testify regarding the material and characteristics of defendants' asbestos and asbestos-containing products, release of asbestos fibers from defendants' asbestos and asbestos-containing 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.

This expert may further testify concerning the conditions at the sites of Plaintiff/Decedent's exposure to asbestos based on testimony of the Plaintiff/Decedent, relevant documents, discovery responses and/or conversations with other workers who engaged in similar work. He may testify concerning asbestos exposure resulting from maintenance, repair and construction operations taking place at those sites.

He may testify regarding direct exposure and bystander exposure to asbestos and specifically that they were significant contributing factors in the Plaintiff/Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos. He may also testify that there are no known recognized 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 and/or asbestos-caused lung cancer. He may testify further that all types of asbestos are considered by OSHA and EPA to represent hazards and there is no distinction for regulatory purposes.

Dr. Compton has examined the asbestos content and/or amount of dust released by mixing and/or manipulating various asbestos-containing products, including, but not limited to, Gaskets, Packing, Talc and friction products, and has documented many of his investigations on videotape. These analyses include current and past techniques used to measure asbestos content in dust. Dr. Compton will testify on his results from the asbestos content and release of asbestos-containing dust from the various products that he has tested by either application, removal or the normal use of those products. He will testify about the different types of asbestos likely to be in Defendants' products. Dr. Compton has quantified both the asbestos content and asbestos release generated from the aforementioned uses of these materials. Dr. Compton will testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples in the personal breathing zone generated from the fiber release, and fiber release and contamination on clothing and other personal contamination. Dr. Compton may testify that the levels of asbestos

dust measured during these tests exceeded background levels in many instances of his product testing. In addition, he will compare and discuss other publications and/or studies regarding asbestos dust content and release from these products. In addition, Dr. Compton has prepared and will use demonstrative aids regarding asbestos dust release from the various products that he has studied. Dr. Compton will compare and contrast his findings with other scientific findings. Dr. Compton will offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing of Defendants' products.

This expert has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He may testify that during foreseeable uses of defendants' asbestos and asbestos-containing 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 products include adhered gaskets or packing that are removed in whole or in part by scraping, brushing or sanding, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and product scrap that is swept or blown or vacuumed. He 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. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of defendants or the lack of testing on defendants' asbestos and asbestos-containing products. Dr. Compton may testify that the dust levels measured in testing one Defendant's asbestos product would be similar to the results expected from another Defendant's similar product with similar ingredients.

This expert's opinion may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations.

Dr. Compton is a consulting scientist with expertise in spectroscopy and microscopy, specializing in asbestos analysis and research, and particulate characterization by scanning electron and transmission electron microscopy. Dr. Compton may testify about his experience in the field of microscopy, his published papers, and presentations at various meetings/conferences.

Dr. Compton may also testify regarding materials-testing techniques, air sampling techniques, fiber counting techniques, physical characteristics of asbestos and other minerals, identification of asbestos and materials and other constituents, methods for analyzing asbestos materials, releasability of asbestos fibers, and his opinion of the releasability of asbestos fibers from asbestos-containing products. He may also testify generally as to the characteristics of the various types of asbestos fibers. His testimony is based on his review of literature, his education and work experience, and his own research.

Dr. Compton may testify on his results from the release of asbestos-containing dust from the various products that he and MVA Scientific Consultants has tested by installation, removal or the normal use of those products. Dr. Compton has quantified the asbestos release generated from the aforementioned uses of these materials. Dr. Compton may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, air samples

in the personal breathing zone generated from the fiber release and fiber release and contamination on clothing and other personal contamination. He may compare his results of these dust studies by analysis using units of fibers per cubic centimeter as well as current and past techniques used to analyze asbestos content in dust. Dr. Compton may testify that the levels of asbestos dust measured during these tests exceeded background levels in many instances.

Dr. Compton may further testify as to the microscopic testing used to determine fiber release and/or the quantity of asbestos fibers emitted from the asbestos-containing products he has studied.

Dr. Compton may testify based on hypotheticals propounded by counsel for either the plaintiff or the defense. Such hypotheticals may include, but are not limited to, factual summaries related to specific exposures for which there is evidence in the case.

Dr. Compton has produced written reports and, in some cases, videotapes of each of the tests he has performed. Copies are available upon request.

Dr. David Fractor
Phillips, Fractor & Company, LLC
750 E. Walnut Street
Pasadena, CA 91101
626-744-3540

Dr. Fractor 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. He may also testify about the financial condition of the defendants in the case. His curriculum vitae will be provided upon specific request.

Karen Grossman Tabak, Ph.D., CPA
Maryville University, John E. Simon School of Business
12608 Royal Manor Drive
St. Louis, MO 63141

Dr. Grossman is an economist. She may testify regarding the economic impact of the decedent's asbestos-related disease and/or injuries of the decedent and/or his family members. She may calculate and testify regarding the past, present, and future economic damages incurred by the decedent and the family members of the decedent resulting from the decedent's asbestos-related damages, injuries, and death (if applicable). Additionally, she 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 decedent has suffered or will suffer in the future. Her curriculum vitae will be provided upon specific request.

Dr. Paul Torelli
2600 2nd Avenue, Suite 2204
Seattle, WA 98121

Dr. Torelli is an economist. Dr. Torelli will calculate the present value of any loss of wage, pension, benefits or other income to plaintiffs and/or the present value of any loss of pension, benefits or other income to plaintiff, as a result of the inability of Plaintiff to work due to his mesothelioma and/or asbestos-caused lung cancer and/or premature death of plaintiff. He will base these calculations upon plaintiff's wages, loss and reduction in benefits, loss of expected benefits, and the additional burden of medical expenses. Dr. Torelli will calculate any other economic loss to the plaintiffs.

G. Richard Thompson, Ph.D.
John E. Walker Department of Economics
Clemson University
Clemson, SC 29634-1309

Dr. Thompson 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.

William G. Brandt, CPA, ABV, MBA, CFF
P.O. Box 10187
Bainbridge Island, WA 98110

Mr. Brandt is a forensic economist. He may testify regarding the economic impact of the decedent's asbestos-related disease and/or injuries of the decedent and/or his family members. He may calculate and testify regarding the past, present, and future economic damages incurred by the decedent and the family members of the decedent resulting from the 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 decedent has suffered or will suffer in the future. His curriculum vitae will be provided upon specific request.

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.

James S. Webber, Ph.D. Adjunct Asst. Prof.
University of NY-Albany
School of Public Health 1400 Washington Ave.
Albany, NY 12222

James S. Webber, PhD, MS, BS, Adjunct Asst. Prof., University of New York-Albany, School of Public Health, 1400 Washington Ave., Albany, NY 12222. Dr. Webber may agree to testify at the trial of this matter. If so, he will be sufficiently familiar with the pending action to submit to a meaningful oral deposition concerning the specific testimony, including any opinion and its basis, that he is expected to testify to at trial. Dr. Webber's fee for deposition testimony is \$400.00 per hour.

Dr. Webber is an environmental health scientist specializing in the measurement and analysis of materials, determining the constituent ingredients in materials, and characterizing those materials and ingredients from a laboratory and public health perspective. Dr. Webber's expertise spans over 40 years and includes asbestos research, asbestos analysis, certification of laboratories for asbestos testing and analysis, environmental chemistry, standards and regulation development, aerosol research, and trace metal analysis. Dr. Webber has expertise in the analysis of various substances, including asbestos and talc, through the use of various analytical methodologies and equipment including x-ray diffraction (XRD), polarized light microscopy (PLM), phase contrast microscopy (PCM) and transmission electron microscopy (TEM) with selected area electron diffraction (SAED) and Electron Dispersive Spectroscopy (EDS). He has conducted analysis for asbestos (measurement, identification, quantification) in thousands of samples of various products and materials in the public and private sector, and trained other technicians to do so as well. Dr. Webber received his Ph.D. from the School of Public Health at the State University A Paleolimnological Reconstruction of Airborne Asbestos Concentrations in the Fibrous-Talc Region of St. Lawrence County, New York, from 1872 to 1998. Dr. Webber developed the asbestos laboratory accreditation program for the New York State Department of Health, assisted in the development of criteria for EPA accreditation of asbestos laboratories, chaired the ASTM International Committee D22, Air Quality, and was a peer review group leader for the review of EPA and NIOSH publications.

Dr. Webber may testify regarding plaintiff's exposures to asbestos at different times and may testify concerning his assessment of the various risks which were associated with such exposures. He may also testify regarding the material and characteristics of defendants' asbestos-containing

products, release of asbestos fibers from defendants' asbestos-containing 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. He may further testify regarding the availability of materials as substitutes for asbestos and asbestos-contaminated talc and when information concerning these substitute materials/sources appeared in the medical and scientific literature. Dr. Webber may also testify regarding the asbestos content of different products during different periods of time. Dr. Webber may further testify that defendants were aware, or should have been aware, of the hazards of asbestos by the time of Plaintiff's use of, and exposure to, their products, as a result of medical, scientific and industrial hygiene literature available to all Defendants.

Dr. Webber may also testify, based on his experience, training and education, as to the health risks associated with exposure to asbestos. He may testify regarding direct exposure, bystander exposure to asbestos and "fiber drift," household exposures, entrenchment and re-aerosolization and specifically that these are hazards associated with asbestos and that they were significant contributing factors in the Plaintiff's asbestos exposure. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and/or asbestos-caused lung cancer and other asbestos related diseases. Dr. Webber may testify regarding when it was known that direct, bystander and household exposures were known to cause disease. He may testify that the cumulative dose of asbestos that a person receives is what increases the risk of asbestos related diseases, including mesothelioma and/or asbestos-caused lung cancer. He may testify that all exposures above background are substantial contributing factors to an individual's disease, and that all of Plaintiff's exposures above background contributed to the development of Plaintiff's diagnosis in this case. He may also testify that asbestos and 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, particularly consumer hygiene and cosmetic products like talcum powder. He 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 and/or asbestos-caused lung cancer. He may testify further that all types of asbestos represent hazards and that in the science of industrial hygiene, all types of asbestos are understood to cause all asbestos diseases, including but not limited to, malignant mesothelioma and/or asbestos-caused lung cancer. He may testify that for asbestos disease risk, the human body cannot distinguish and does not distinguish between "fibers" and what geologists and mineralogist term "cleavage fragments."

Dr. Webber may testify regarding the general background levels of asbestos release, bystander and household levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. He 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. Dr. Webber may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. Dr. Webber has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products and talcum powder products. He may testify that during foreseeable uses of defendants' asbestos-containing products that those products released asbestos fibers into the breathing zone of users, including but not limited to,

Plaintiff, in levels that are above background. These asbestos products include talc, talcum powder, and talc-containing products and materials. He may compare and contrast the findings with other scientific findings regarding encapsulated and friable products and materials. He may offer opinions concerning testing which has been performed on behalf of Plaintiff and Defendants or the lack of testing on defendants' asbestos-containing products. Dr. Webber 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.

Dr. Webber may testify that asbestos exposure of the Plaintiff arising from defendants' asbestos products or activities involving the use of those products were substantial contributing factors in Plaintiff'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 truthfully informing regulatory agencies of testing results and methodologies, removing/replacing the contaminating source(s), and adequately warning Plaintiff of the dangers associated with asbestos and means to protect herself. He 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. Dr. Webber's opinion may be based upon his review of any and all records and materials, published and or expressed opinions of other experts in the field, his own publications, corporate documents, as well as his expertise in the field, including experience and training, and his review of historical and more recent scientific articles and journals as well as government regulations. Dr. Webber 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. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases. Dr. Webber may testify about the research and testing of talc, talc-containing products, and talcum powder products, including but not limited to Johnson's Baby Powder and Shower-to-Shower and other talcum powder products, including historic testing, testing by government agencies, trade group testing, industry testing, and the testing of other experts in the field. He may further testify regarding the published work relating to talc, talc-containing products, and talcum powder products, including on Johnson's Baby Powder and Shower-to-Shower. He may testify that this testing has repeatedly shown that talcum powder products including Johnson's Baby Powder and Shower-to-Shower, and the source mines, contain asbestos, and have historically contained asbestos, including tremolite, anthophyllite, chrysotile, and others. He may further testify that the various talc mines where talc was sourced for talcum powder products, including Johnson's Baby Powder and Shower-to-Shower, contained asbestos fibers that can and did end up in the finished products. He may testify regarding historical literature about the presence of asbestos in talc, and reports specifically relating to the presence of asbestos in Johnson's Baby Powder and Shower-to-Shower and other talcum powder products. He may further testify regarding tests that show that asbestos is released into the air from use of talcum powder products, including but not limited Johnson's Baby Powder and Shower-to-Shower products, in amounts that are significantly above background levels. He may testify, based on his review of the case specific materials in this case, as well as all of the materials he has reviewed and personal tests he has done, that the Plaintiff was exposed to levels of asbestos from use of talcum powder products that were significantly above background levels. Dr. Webber may also

testify about the historical knowledge regarding contamination of talc with asbestos, the evolution of methodologies for the sampling, identification, and quantification of asbestos in talc, and industry involvement (including in trade advocacy groups) in order to prevent regulation of talc for asbestos content, withhold information from the public, manipulate scientific data, and advocate for use of testing methodologies and equipment which would allow for a certain percentage of asbestos to be present in consumer hygiene and cosmetic products.

For additional information, plaintiffs refer defense counsel to the report, declaration and/or deposition testimony James S. Webber offered or will offer in this case, as well as their testimony on these issues in other pending or prior cases.

Sarah Lustig, BSN, RN, CLCP, CNLCP
Lustig Consulting, LLC
410 Mill St., Ste. 101
Mount Pleasant, South Carolina 29464
(843) 884-4618

Sarah Lustig is a Certified Nurse Life Care Planner, as well as a Registered Nurse. Ms. Lustig may testify regarding projected life care plan if called for in the case. Generally, Ms. Lustig diagnoses the human response to injuries. Additionally, Ms. Lustig provides patient specific in-home nursing recommendations following multi-state guidelines and regulations. Ms. Lustig specializes in adult and pediatric brain and spinal cord injuries, psychological traumas and multi-skeletal pain disorders.

Christopher DePasquale, MPH, CIH
Compass Environmental, Inc.
1751 McCollum Parkway, NW
Kennesaw, Georgia 30144-5908

Christopher DePasquale is a Certified Industrial Hygienist who may testify about industrial hygiene and/or occupational medicine principles related to the circumstances of 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.

Mr. DePasquale may testify regarding Decedent's exposures to asbestos at different times and may testify concerning their assessment of the various risks which were associated with such exposures. He 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. He 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. He may also testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time.

Mr. DePasquale may further testify concerning the conditions at Decedent's asbestos exposure sites based on testimony of the Decedent, co-workers, documents, discovery responses and/or conversations with workers. He 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. He 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. He 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. He may testify that Defendants' failure to comply with these laws, regulations and standards constitutes negligence and gross negligence, and was a cause of Decedent's injuries. He may further testify that Defendants were aware, or should have been aware, of the hazards of asbestos by the time of 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.

Mr. DePasquale may also testify, based on his experience, training and education, as to the health risks associated with exposure to asbestos. He 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 Decedent's asbestos exposure. He may also testify regarding "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and/or asbestos-caused lung cancer and other asbestos related diseases. He may testify regarding when it was known that bystander and household exposures were known to cause disease. He may also testify that 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 and/or asbestos-caused lung cancer. 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. He 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 and/or asbestos-caused lung cancer. He 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. He 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 and/or asbestos-caused lung cancer. He 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 and/or asbestos-caused lung cancer. He may testify regarding their estimation of the Plaintiff/Decedent's dose of exposure to Defendants' products.

Mr. DePasquale 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. He 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. He may testify that the levels of asbestos dust to which the Decedent was exposed during his working career would have likely exceeded established TLVs and PELs in many instances. He may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

Mr. DePasquale has examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. He 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, 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. He may testify that impregnated and/or encapsulated products, when disturbed or abraded or worn, can release asbestos fibers into the breathing zone of workers, like Decedent, in levels that are above background. He may compare and contrast the findings with other scientific findings. He may offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing on Defendants' products. He 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 and/or asbestos-caused lung cancer.

Mr. DePasquale 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 he will testify that asbestos exposure of the Decedent arising from Defendants' asbestos products or activities involving the use of asbestos or asbestos products were substantial contributing factors in 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 Decedent of the dangers associated with asbestos and means to protect himself. He 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. He' 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.

Mr. DePasquale 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. He may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

Mr. DePasquale may testify that chrysotile asbestos, in the absence of tremolite, represents an industrial hygiene hazard for all asbestos-related diseases that need to be controlled.

Mr. DePasquale may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Custodian of Records 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.

Defendants' corporate representative(s)

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 answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. 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 Edward Morgan and Dorothy Morgan 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:

Edward Morgan (Plaintiff)

Plaintiff will testify live or by deposition as to the changes that occurred in his physical and mental health (including but not limited to his heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and employment as a result of his exposure to asbestos and his subsequent development of his asbestos-related cancer. Plaintiff will also testify as to his exposure to asbestos-containing products manufactured by Defendants herein on various premises, which for some Defendants herein are responsible, during his working career, as well as general working conditions. Plaintiff will testify as to the damages, both general and specific (including, but not limited to lost wages, medical expenses, physical pain and suffering and mental anguish) that he sustained or incurred in the past and expected to sustain or incur in the future due to his asbestos-related cancer. Plaintiff may also testify as to any other matter or condition relevant to this cause of action. Plaintiff reserves the right to amend this response if necessary.

Dorothy Morgan (Plaintiff)

Dorothy Morgan, wife of Plaintiff Edward Morgan, will testify, live as to the changes that have occurred to her husband's physical and mental health (including, but not limited to her husband's heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and marital relationship as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. She may testify about the physical pain and suffering, and mental anguish that she has sustained due to her husband's asbestos-related disease, as well as loss of society, comfort, and loss of household services. She may also testify as to any other matter relevant to this cause of action.

Debra Kirk (Edward Morgan's Daughter)

Debra Kirk, daughter of Plaintiff Edward Morgan will testify, live or by deposition as to the changes that occurred to her father's physical and mental health (including, but not limited to their father's heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and relationship with his daughter as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. She may testify about the physical pain and suffering, and mental anguish, that he has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. She may also testify as to any other matter relevant to this cause of action.

Sandra McDowell (Edward Morgan's Daughter)

Sandra McDowell, daughter of Plaintiff Edward Morgan will testify, live or by deposition as to the changes that occurred to her father's physical and mental health (including, but not limited to their father's heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and relationship with his daughter as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. She may testify about the physical pain and suffering, and mental anguish, that he has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. She may also testify as to any other matter relevant to this cause of action.

Edward Morgan, Jr. (Edward Morgan's Son)

Edward Morgan, Jr., son of Plaintiff Edward Morgan will testify, live or by deposition as to the changes that occurred to his father's physical and mental health (including, but not limited to their father's heightened fear of the progression of his asbestos-related cancer), as well as the changes that occurred in his lifestyle and relationship with his son as a result of his exposure to asbestos and his subsequent development of an asbestos-related disease. He may testify about the physical pain and suffering, and mental anguish, that he has sustained and/or incurred and may sustain and/or incur in the future due to his father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

Expert Witnesses

See Plaintiff's response to Interrogatory No. 2 above.

Treating Physicians

Dr. Larry Berman

10620 Park Road
Charlotte, NC 28210
704-542-6111

Dr. Peter Zakow

197 Piedmont Blvd, Suite 100
Rock Hill, SC 29732
803-324-1950

Dr. William F. Alleyne

124 Glenwood Dr.
Rock Hill, SC 29732
803-324-5280

Dr. David Shanks

3626 Latrobe Drive, Suite 102
Charlotte, NC 28211

Dr. Fred Dula

401 Mocksville Ave.
Salisbury, NC 28144

Piedmont Medical Center

222 S. Herlong Ave.
Rock Hill, SC 29732
803-329-1234

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 Edward Morgan and any coworkers identified in any deposition to be taken in this case.

As discovery is in its inception, 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 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. 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 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 Edward Morgan was exposed. Despite this knowledge, the Defendants willfully failed to warn Edward Morgan, 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 Plaintiff 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 Plaintiff and others. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case. Plaintiffs also refer Defendants to the exhibits accompanying these responses. 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Subject thereto and without waiving these objections, Plaintiffs are without knowledge of responsive information. Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all documents Plaintiff 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. 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 Edward Morgan was exposed. Despite this knowledge, the Defendants willfully failed to warn Edward Morgan or 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 Edward Morgan 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 Edward Morgan 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 Edward Morgan was exposed. Despite this knowledge, the Defendants willfully failed to warn Edward Morgan or 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 Edward Morgan 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 Edward Morgan 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. 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, once that determination has been made, 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 Edward Morgan was exposed. Despite this knowledge, the Defendants willfully failed to warn Edward Morgan or 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 Edward Morgan 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 Edward Morgan and others. 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, 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, by the prior to the last date Defendants were selling the asbestos-containing products to which Edward Morgan 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.

Furthermore, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Edward Morgan was exposed. Despite this knowledge, the Defendants willfully failed to warn Edward Morgan or 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 Edward Morgan 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 Edward Morgan and others. 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 Plaintiffs' claim that defendants are strictly liable in tort of injuries which may have been suffered by Plaintiffs.

ANSWER:

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. 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 Edward Morgan was exposed. Despite this knowledge, the Defendants willfully failed to warn Edward Morgan or 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 Edward Morgan and others. Additionally, 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 Edward Morgan and others. 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. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. 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.

Furthermore, Defendants acted in a manner that was unreasonable both in their actions and inactions when selling or manufacturing asbestos products. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Edward Morgan was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Edward Morgan was exposed. Despite this knowledge, the Defendants failed to warn Edward Morgan or 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 Edward Morgan and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of Edward Morgan and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case.

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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. 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.

Furthermore, Defendants acted in a manner that was unreasonable both in their actions and inactions when selling or manufacturing asbestos products. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Edward Morgan was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Edward Morgan was exposed. Despite this knowledge, the Defendants failed to warn Edward Morgan or 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 Edward Morgan and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of Edward Morgan

and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case.

INTERROGATORY NO. 22:

If Plaintiffs contend that there is prior testimony which relates to Plaintiffs' 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Subject to and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. 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.

Furthermore, Defendants acted in a manner that was unreasonable both in their actions and inactions when selling or manufacturing asbestos products. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Edward Morgan was exposed.

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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Subject to and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. 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. 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. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Subject to and without waiving these objections, Plaintiffs are still making determinations as to what representations of documents will be needed for trial in this matter, 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, Plaintiffs are unaware of information responsive to this request.

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), produced herewith.

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), produced herewith.

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 an authorization for defendants to obtain plaintiff's Social Security itemized statement of earnings.

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. 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 agree to supplement this Request in accordance with the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

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 privileged material. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), produced herewith. Beyond the 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) produced herewith.

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 privileged material. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), produced herewith. Beyond the references that may be contained in Exhibit 1 production documents, Plaintiffs have no knowledge of further responsive documents.

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), produced herewith, which includes the pathology report regarding Edward Morgan's asbestos-related cancer, as well as fully executed authorizations to obtain all medical records of Plaintiff, unlimited by time or by place on the body.

REQUEST NO. 10:

All x-rays which have ever been taken of each plaintiff's chest.

RESPONSE:

Please see Exhibit 1 (Plaintiffs' Document Production), produced herewith, which includes the pathology report regarding Edward Morgan's asbestos-related cancer, as well as fully executed authorizations to obtain all medical records including radiology of Plaintiff, unlimited by time or by place on the body.

REQUEST NO. 11:

All Plaintiff's Social Security Administration printout and work records.

RESPONSE:

Plaintiffs have not yet received records from the Social Security Administration responsive to Plaintiff's request. Please see Exhibit 1 which includes Mr. Morgan's Social Security Earning Statement up through 1990 that was obtained during the previous asbestosis case. Also included you will find a fully executed authorizations for work records and earnings statements from the Social Security Administration on the 2020 updated authorization form allowing Defendants to obtain same.

Respectfully submitted,

s/ Jonathan M. Holder

Jessica M. Dean (To be Admitted *Pro Hac Vice*)

Jonathan M. Holder (SC Bar No. 77935)

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ATTORNEYS FOR PLAINTIFF

February 12, 2021
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 12th day of February 2021.

s/ Teresa Gilliland
Teresa Gilliland, Paralegal

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
EDWARD R. MORGAN, SR., and	)	C/A NO. 2020-CP-40-05731
DOROTHY A. MORGAN,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
ARMSTRONG INTERNATIONAL,	)	
INC., et al.	)	
	)	
Defendants.	)	

PLAINTIFFS' RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

TO: ALL DEFENDANTS, BY AND THROUGH THEIR COUNSEL OF RECORD

COMES NOW Plaintiffs, Edward R. Morgan, Sr. and Dorothy A. Morgan, by and through their counsel of record, serves their Response to Defendants' Standard Interrogatories pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.



ANSWERS TO STANDARD INTERROGATORIES

INTERROGATORY NO. 1:

State your full name, address and telephone number, date of birth, educational background and Social Security number.

ANSWER:

Edward Ray Morgan, Sr.
924 Magnolia Drive
Rock Hill, SC 29730
803-328-2588

DOB: [REDACTED]

SSN: xxx-xx-6029

Mr. Morgan attended school in Rock Hill, SC through 9th grade at Central High School.

Dorothy A. Morgan
924 Magnolia Drive
Rock Hill, SC 29730
803-328-2588
DOB: [REDACTED]
SSN: xxx-xx-2074

INTERROGATORY NO. 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:

The Morgans have resided at their current address since approximately 1969.

INTERROGATORY NO. 3

If you are now or have ever been a member of a trade labor union, provide the following information:

- (a) the name of the union or unions to which you 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 officers 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:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, Plaintiffs respond as follows: Upon information and belief, Mr. Morgan was a member of union while working for Celanese in Rock Hill, South Carolina. Mr. Morgan cannot remember the name of the union. Plaintiffs reserve the right to supplement this response should Mr. Morgan remember or further responsive information come to light.

INTERROGATORY NO. 4

Identify all jobs and projects on which you worked 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 job 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:

Plaintiffs object to this interrogatory in that it is vague, ambiguous and overbroad. Additionally, portions of this interrogatory are not reasonably calculated to lead to the discovery of admissible evidence. Subject thereto and without waiving these objections, please see Exhibit A attached hereto giving the worksites where Decedent worked with or around Defendants' asbestos-containing materials. Additionally, please see Plaintiffs' Original Complaint filed in this case. Plaintiffs will also provide information regarding potential co-workers, if any, that could provide may be responsive to this request.

Plaintiffs provide this information based on their and/or other witness's recollection of handling or being around products that may have caused Edward Morgan to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiffs' counsel to date. This investigation continues and Plaintiffs will supplement this information as needed. At the present time Plaintiffs believe that Edward Morgan worked at the following sites:

From approximately 1952 to 1962, Mr. Morgan worked throughout the plant as an order puller at the Rock Hill Printing & Finishing Co. plant in Rock Hill, SC.

From approximately 1964 to 1967, Mr. Morgan worked for Daniel Construction and also for Davis Electric (a/sp. Electrical) as a sub-contractor for Daniel at the following locations:

- Daniel warehouse locations
- Champion Paper Mill in Canton, NC
- Bowater Paper Mill in Catawba, SC
- PPG Plant in Shelby, NC
- Celanese in Rock Hill, SC

From approximately, 1967-1968, Mr. Morgan worked for AME, Inc. a mechanical contractor based in Rock Hill, South Carolina that provided contractor services to local industrial plants.

From approximately 1968 to 1996, Mr. Morgan worked at the Celanese plant in Rock Hill, SC primarily in the boiler/powerhouse as well as the old pumphouse as an electrician mechanic.

As discovery is ongoing, Plaintiffs reserve the right to supplement this response.

INTERROGATORY NO. 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:

Plaintiffs incorporate their objections and responses to Interrogatory No. 4 above as if fully restated here. Subject to and without waiving these objections, Plaintiffs reserve the right to supplement, as discovery is ongoing.

INTERROGATORY NO. 6

As to each exposure to each product listed in the answer to interrogatory number 4, describe by name or other description the person 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's complete name, job title or capacity, employer, address and telephone number. For each document listed, state a description of the document, its content and the name, address and telephone number of the custodian of the document.

ANSWER:

Plaintiffs object to this interrogatory in that it is vague, ambiguous and overbroad. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Additionally, portions of this interrogatory are not reasonably calculated to lead to the discovery of admissible evidence. Plaintiffs further object that this interrogatory requires Plaintiffs to marshal the entirety of their evidence and such is not required by the South Carolina Rules of Civil Procedure. Plaintiffs also state that they are not aware of every potential witness and as such cannot speculate. Further, information responsive to this request is equally, if not more so, available to the defendants in this action. Subject to and without waiving these objections please see Plaintiffs' responses to Defendants' (Exh. 2) Master Interrogatories and Requests for Production of Documents, served herewith. Additionally, Plaintiffs reserve the right to supplement this response should further responsive information come to light.

INTERROGATORY NO. 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:

Plaintiff Edward Morgan was diagnosed with asbestos-caused lung cancer. Please see Exhibit 1 document production included with Plaintiffs' Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents, which includes the report regarding Mr. Morgan's disease, as well as fully executed authorizations to obtain all medical records of Plaintiff, unlimited by time or by place on the body. Please also see Plaintiffs' Original Complaint which includes the diagnosing pathology report. Plaintiffs also direct the Defendants to Plaintiffs' List of Medical Providers, included in Exhibit 1. It is impossible to describe all of the symptoms related to asbestos cancer. In short, it is a fatal incurable progressive disease that has altered all aspects of Mr. Morgan's life. See also Plaintiffs' responses to Interrogatory No. 8.

INTERROGATORY NO. 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 number and identify the individual making such diagnosis.

ANSWER:

Edward Morgan was diagnosed on or around February 4, 2020 with lung cancer by Dr. Craig F. Hart at Piedmont Medical Center in Rock Hill, SC. Please also see Plaintiffs' Original Complaint which includes the diagnosing pathology report.

INTERROGATORY NO. 9

State the date you learned of the diagnosis of such disease or injury.

ANSWER:

Edward Morgan and Dorothy Morgan learned of the diagnosis on or around February 4, 2020 or at the next doctor visit within a few days.

INTERROGATORY NO. 10

If you have received any treatment with respect to the disease at issue set forth in your answer to interrogatory number 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;
- (d) the expenses of examination or treatment by any doctors who have examined or treated you.

ANSWER:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Morgan's lung cancer as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. Chemotherapy is the primary treatment attacking the cancer, but its side effects are extremely difficult.

INTERROGATORY NO. 11

Identity each physician or other practitioner of the healing arts not previously identified herein who has examined or treated you for any reason end 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:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiffs' Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents, which includes Plaintiff's List of all Medical Providers as well as provided here as follows:

Dr. Larry Berman

10620 Park Road
Charlotte, NC 28210
704-542-6111

Dr. Peter Zakow

197 Piedmont Blvd, Suite 100
Rock Hill, SC 29732
803-324-1950

Dr. William F. Alleyne

124 Glenwood Dr.
Rock Hill, SC 29732
803-324-5280

Dr. Arthur L. Frank, Professor, Chair Emeritus

Drexel University
Dornsife School of Public Health
3215 Market St.
Nesbitt Hall, Seventh Floor
Philadelphia, PA 19104
267-359-6048

Dr. David Shanks

3626 Latrobe Drive, Suite 102
Charlotte, NC 28211

Dr. Fred Dula

401 Mocksville Ave.
Salisbury, NC 28144

Piedmont Medical Center

222 S. Herlong Ave.
Rock Hill, SC 29732
803-329-1234

INTERROGATORY NO. 12

Identify each hospital, clinic or other medical facility not previously identified herein at which you had been examined or received medical treatment 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:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiffs' Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents, which includes Plaintiff's List of all Medical Providers.

INTERROGATORY NO. 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:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Morgan's lung cancer as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1.

INTERROGATORY NO. 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 addresses of the office or hospital where the x-rays were taken;
- (b) the reason why such x-rays were taken;
- (c) the date of dates on which the x-rays were taken;
- (e) the information reported to you as being the x-ray diagnosis; and
- (f) the identity of the person or persons who took the x-ray and the person or persons who made the diagnosis.

ANSWER:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Morgan's asbestos-caused lung cancer as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1.

INTERROGATORY NO. 15

If you have made any Workers' 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 workers' Compensation benefits;
- (c) the date upon which you first received any Workers' 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:

Plaintiffs objects to this Interrogatory to the extent it requests confidential information that is not relevant to the pending litigation and not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving the same, to the best of Plaintiffs' knowledge, Edward Morgan never made a claim for Workers' Compensation. Additionally, Plaintiffs state that discovery is ongoing and Plaintiffs reserves the right to supplement this answer should further responsive information comes to light.

INTERROGATORY NO. 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;
- (d) the amount of benefits you are receiving and the frequency with which you receive these benefits.

ANSWER:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Morgan's lung cancer as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. Plaintiffs state to the best of Plaintiffs' knowledge, Edward Morgan never made a claim with the Social Security administration as a result of any injuries or disease. Additionally, Plaintiffs state that discovery is ongoing and Plaintiffs reserves the right to supplement this answer should further responsive information comes to light.

INTERROGATORY NO. 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:

Plaintiffs object that this request is overbroad, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Plaintiff further objects to the extent this request is directed at Plaintiff's counsel rather than Plaintiffs Mr. and Mrs. Morgan. Subject to these objections and without waiving the same, to the best of Plaintiffs' knowledge, Edward Morgan was a Plaintiff in *Margie Mae Williams as Wrongful Death Beneficiary of J.W. Williams, Deceased, and all Plaintiffs Listed on Attached Exhibit "A" v. National Service Industries, Inc., et al.*, in the Circuit Court of Yazoo County, Mississippi, Cause No. 2001-C135. Additionally, Plaintiffs state that discovery is ongoing, and Plaintiffs reserves the right to supplement this answer should further responsive information come to light.

INTERROGATORY NO. 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:

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr.

Morgan's lung cancer as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. Plaintiffs state that discovery is ongoing and Plaintiffs reserves the right to supplement this answer should further responsive information comes to light.

INTERROGATORY NO. 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 or handling asbestos—containing materials at the same job site? If so, please identify each job, its location, and the approximate dates on which you worked on that job and the other company alleged to be installing or handling asbestos-containing materials at that site.

ANSWER:

Plaintiffs object to this interrogatory as overly broad, vague and ambiguous. Plaintiffs allege many if not a majority of Defendants sent personnel to the worksites where Mr. Morgan was present working and the same time Mr. Morgan was present working with or around asbestos containing products, specifically including but not limited to at all sites listed in Plaintiffs' Exhibit A Work Sites attached to Plaintiffs' Exhibit 3 responses. Moreover, information responsive to this request is equally, if not more so, available within Defendants' documents yet to be produced in this case. Subject to and without waiving these objections, see Plaintiff's depositions to be taken in this case. Plaintiff reserves the right to amend this response as discovery is ongoing.

INTERROGATORY NO. 20

Do you now, or have you ever, chewed, smoked, consumed, or otherwise used tobacco or tobacco products? If so, please state:

- (a) the type or types of products (i.e., cigarettes, cigars, etc.);
- (b) the brand name of 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:

Plaintiffs object as this Request is not relevant nor reasonably calculated to lead to admissible evidence. Subject to this objection, to the best of Plaintiffs' knowledge, Mr. Morgan quit smoking 30 years prior to his diagnosis of asbestos-caused lung cancer. He began smoking young before warnings were provided. Mr. Morgan successfully beat his addiction in late 1980s; over 10 years prior to his diagnosis of Asbestosis and over 30 years prior to his diagnosis with asbestos-caused lung cancer.

Respectfully submitted,

s/ Jonathan M. Holder

Jessica M. Dean (To be Admitted *Pro Hac Vice*)

Jonathan M. Holder (SC Bar No. 77935)

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F: 803-256-1952
tmcvey@kassellaw.com
Other email: emoultrie@kassellaw.com
ATTORNEYS FOR PLAINTIFF

February 12, 2021
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 12th day of February 2021.

s/ Teresa Gilliland
Teresa Gilliland, Paralegal

EXHIBIT A
EDWARD RAY MORGAN, SR.
WORK SITES*

Plaintiffs provide this information based on their and/or other witness's recollection of handling or being around products that may have caused Edward Morgan to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiffs' counsel to date. This investigation continues and Plaintiffs will supplement this information as needed. At the present time Plaintiffs believe that Edward Morgan worked at the following sites:

From approximately 1952 to 1962, Mr. Morgan worked throughout the plant as an order puller at the Rock Hill Printing & Finishing Co. plant in Rock Hill, SC.

From approximately 1964 to 1967, Mr. Morgan worked for Daniel Construction and also for Davis Electric (a/sp. Electrical) as a sub-contractor for Daniel at the following locations:

- Daniel warehouse locations
- Champion Paper Mill in Canton, NC
- Bowater Paper Mill in Catawba, SC
- PPG Plant in Shelby, NC
- Celanese in Rock Hill, SC

From approximately, 1967-1968, Mr. Morgan worked for AME, Inc. a mechanical contractor based in Rock Hill, South Carolina that provided contractor services to local industrial plants.

From approximately 1968 to 1996, Mr. Morgan worked at the Celanese plant in Rock Hill, SC primarily in the boiler/powerhouse as well as the old pumphouse as an electrician mechanic.

As discovery is ongoing, Plaintiffs reserve the right to supplement this response.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A No. 2020-CP-40-05731

EDWARD R. MORGAN, SR. and)
DOROTHY A. MORGAN,)
)
Plaintiffs,)
v.)
)
ARMSTRONG INTERNATIONAL,)
INC., 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 Plaintiff Edward R. Morgan, Sr. to develop lung cancer. (*See generally* Compl. ¶¶ 111–127). Plaintiffs, however, have not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Morgan's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

FACTUAL BACKGROUND

Plaintiffs claim that Mr. Morgan was exposed to asbestos at numerous job sites in North Carolina and South Carolina between 1952 and 1996. (*Id.* ¶¶ 116–120). The majority of his work was at the Hoechst Celanese plant in Rock Hill, South Carolina, where he worked as a

welder from 1967 to 1968, and as a boilermaker and mechanic from 1968 to 1990. (*Id.* ¶¶ 119–120).

Plaintiffs’ written discovery responses make the same assertions about Mr. Morgan’s alleged asbestos exposure. (See Pls.’ Answers to Standard Interrogs. at 3–4 & Ex. A (attached as Ex. 1)). Those responses do not mention any product allegedly installed, supplied, or disturbed by Covil. In 2015, Mr. Morgan executed an affidavit about his exposures at the Hoechst Celanese Plant in Rock Hill. (See Ex. 2). Mr. Morgan’s affidavit identifies products to which Mr. Morgan was allegedly exposed, but it does not mention Covil. (See *id.*).

Mr. Morgan was deposed in this case over five days in February and March 2021. During his deposition, Mr. Morgan discussed his alleged exposure to asbestos-containing products at length. At no point during the deposition did Mr. Morgan identify or mention Covil.

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).

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. Morgan 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. Morgan was ever near a product supplied, installed, or disturbed by Covil—much less an asbestos-containing product.

Because there is not even a “scintilla” of evidence that Mr. Morgan 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 Dorothy Morgan Cannot Maintain a Claim for Loss of Consortium.

Plaintiff Dorothy Morgan asserts a claim for loss of consortium based on Mr. Morgan’s injuries. (*See* Compl. ¶¶ 255–258). 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’ claims against Covil fail as a matter of law, Ms. Morgan’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. ¶ 198 & 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 was evidence that Mr. Morgan 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 20th day of July, 2021.

/s/ Ashley K. Brathwaite
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Counsel for Defendant Covil Corporation

EXHIBIT 2

STATE OF NC

COUNTY OF YORK

AFFIDAVIT

AFFIDAVIT OF Edward R. Morgan

Comes now, **Edward R. Morgan**, after being first duly sworn, deposes and says:

1. I am of sound mind and am competent to make this affidavit.
2. I was employed by Hoechst Celanese Corporation at the Celanese Plant in Rock Hill, SC, also known as Celriver. I worked there as a boilermaker and in boiler maintenance during the years 1968-1990.
3. During this time, I was exposed to many types of asbestos insulation including but not limited to pipecovering, wallboard, sprayed on ceilings, gaskets, boilers, and pressure vessels. I worked around pipefitters, builders, operators and boiler workers on a daily basis.
4. While I was employed at the Celanese, I specifically recall that I directly worked with asbestos-containing **WR Grace Zonolite** Cement and Zonolite Spra-Insulation.
5. Further affiant saith naught.

Edward R. Morgan

Edward R. Morgan

Subscribed and Sworn to before me
this 8th day of Mar, 2015

Shelly Paige Johnson
Notary Public

My Commission expires:

SHELLY PAIGE JOHNSON
Notary Public, State of South Carolina
My Commission Expires 3/7/2024

CONFIDENTIAL

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
EDWARD R. MORGAN, SR., and	)	C/A NO. 2020-CP-40-05731
DOROTHY A. MORGAN,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
ARMSTRONG INTERNATIONAL,	)	
INC., et al.	)	
	)	
Defendants.	)	

**PLAINTIFFS' RESPONSE IN OPPOSITION TO DEFENDANT COVIL
CORPORATION'S MOTION FOR SUMMARY JUDGMENT**

Plaintiffs Edward Morgan, Sr., and Dorothy Morgan, by and through the undersigned counsel, hereby oppose the motion for summary judgment filed by Defendant Covil Corporation ("Covil") and would respectfully show this Court that the motion should be denied.

INTRODUCTION

After working as an electrician's helper, welder, boilermaker, and mechanic at various locations throughout North Carolina and South Carolina for over four decades, Edward Morgan, Sr. was diagnosed with asbestos-related lung cancer on February 4, 2020. Mr. Morgan's job duties required that he repair, replace, and maintain various pieces of industrial equipment and assist with the maintenance of industrial equipment. Mr. Morgan's work practices and the practices of those individuals working in close proximity to Mr. Morgan's work area generated dust which Mr. Morgan breathed. This repeated exposure to asbestos-laden dust from the asbestos-containing products that he worked with or in close proximity to cause Mr. Morgan to develop lung cancer and will ultimately cause his death.



Covil now moves for summary judgment of Plaintiffs' claims "based on a lack of sufficient evidence of exposure." Its motion is premised on the simple claim that Plaintiffs have failed to gather any evidence that Edward Morgan, Sr. was exposed to any asbestos-containing product or material attributable to Covil. Covil also contends that if Mr. Morgan's claims fail, then Mrs. Morgan's claim for loss of consortium must fail as well. Contrary to Covil's arguments, the uncontradicted testimony from Edward Morgan shows that Mr. Morgan worked with and in close proximity to individuals installing, removing, and replacing asbestos-containing products supplied and/or distributed by Covil. Covil also ignores Morgan's testimony about his work with and around insulators at his jobsites and circumstantial evidence that Mr. Morgan brought home asbestos-containing dust on his clothing, given that Mrs. Morgan developed asbestosis. Covil also notably does not argue, or adduce affirmative evidence, that it did not supply insulation contractors and/or insulation supplies to Mr. Morgan's jobsites; for their part, Plaintiffs come forward with evidence sufficient to create a triable issue of fact on each element. All told, Plaintiffs will show that numerous genuine issues of fact exist. Plaintiffs therefore request this Court to deny Covil's motion. Consequently, Covil's motion for summary judgment must be denied.

STATEMENT OF FACTS

I. Edward Morgan was exposed to asbestos-containing products attributable to Covil.

Edward R. Morgan, Sr. (Ed or Eddie, as he is known) was born in Rock Hill, South Carolina, and started working when he left school in the 9th grade. **Ex. 1**, Preservation Deposition of Edward R Morgan, Sr., 2/22/21, at 17:5-6; 17:25-18:2. His first job was at Highland Park Mill taking off cloth when it was woven, cutting it off and putting a tube on, starting the machine/loom up and getting on the next one. *Id.* at 21:2-15. His next job he thinks was "at the bleachery," **Ex. 1** at 22:6-7, also called the "Rock Hill Printing and Finishing plant." **Ex. 1** at 23:5-7. He was an

order filler. **Ex. 1** at 23:10. He worked at the bleachery around 9-10 years. **Ex. 1** at 24:10-13. In 1962, he drove a race car for a man who owned Justice Pontiac and Buick in Rock Hill. **Ex. 1** at 25:2-6. Sometimes he helped the mechanic Harold Tinker change the oil and “beat the sides out on it” (meaning the fenders that got dented in from racing). He was a race car driver for about 3 years. **Ex. 1** at 26:20-27:7.

Mr. Morgan performed a variety of tasks throughout the facilities where he worked, including but not limited to, expediting and pulling wire in asbestos-insulated ceilings, running heaters to maintain newly poured cement, working inside boilers removing and replacing old insulation and other parts, removing and handling asbestos blankets covering turbines, installing new ramming compound around the boiler tubes, repairing pumps and valves, changing gaskets, replacing packing, doing maintenance on smokestacks to remove fly ash, and doing maintenance on boilers to remove hard pieces that formed inside and blocked the burners. Sometimes, he worked daily with valves, gaskets and packing, at other times, he worked daily doing electrical work/assisting electricians. He also did various jobs and projects that were more infrequent, such as knocking fly ash free of the smokestacks, or removing 200-pound blankets covering turbines. Throughout his work history, Mr. Morgan was exposed through his work around and close proximity to other trades, including contractors on jobsites and coworkers who were carpenters, mechanics, pipefitters, boilermakers, insulators, and electricians. Plaintiff worked near and closely to a variety of tradesmen working on asbestos-containing pipe insulation, generators, turbines, boilers, valves, steam traps, pumps, furnaces, and other equipment, as well as tradesmen mixing, cutting, and installing asbestos-containing insulation and other products. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

One of Mr. Morgan's first jobs was as an order filler at Rock Hill Printing and Finishing Plant. Mr. Morgan worked at Rock Hill Printing for 10 years. **Ex. 1**, at 23:5-7; 24:10-13.

After leaving Rock Hill Printing, Mr. Morgan worked a variety of jobs at a variety of industrial sites. Mr. Morgan began working for Davis Electrical in 1964. **Ex. 1**, at 28:5-22. While working for Davis Electrical, Mr. Morgan visited multiple worksites with Daniel Construction. *Id.* at 27:12-22. According to Mr. Morgan, "every job that Daniel got, they would get Davis a job for the electrical part." **Ex. 1**, at 27:19-21. He worked for Davis Electrical and Daniel Construction from 1964-1967. **Ex. 1**, at 28:5-22. One of the industrial sites where Mr. Morgan worked with Davis Electrical and alongside Daniel Construction was Champion Paper Mill in Canton, North Carolina, where he pulled wire, ran conduit all over the place, and grounded the bottom of the basement. *Id.* at 36:23-25. Mr. Morgan testified that the Champion facility was "an old, old mill. And we was in the mess – it was some messed stuff, dirty there." **Ex. 1** at 29:16-18. He described himself as "a top helper" for electrical work. **Ex. 1** at 34:1-4.

Champion work was new construction. *Id.* at 35:12. Specifically, a new paper machine was being installed in the mill. **Ex. 1** at 35:18-19. During this time, Mr. Morgan worked in close proximity to other crafts as the paper machine was being installed and he worked in close proximity to the insulators who were insulating lines and equipment, and he worked in close proximity to the pipefitters performing insulation work throughout the facility. **Ex. 1** at 37:20-23; 37:24-38:1; 38:2-6; 38:11-14. Mr. Morgan described the insulation was "white looking" when it was put on, and then it was covered with aluminum. *Id.* at 38:16-19. Mr. Morgan testified that the Champion facility was very dusty and "we didn't have nothing on up there". He was not offered a respirator or anything and was told to get the job done. *Id.* at 56:7-15. He described the dust as coming from the ceiling during the work he did running wires up on the ceiling in the powerhouse. *Id.* at 56:16-

57:13. He pulled wire from the old powerhouse portion to the new addition paper machine being constructed, so the dust and dirtiness was from the powerhouse portion of the work. *Id.* at 58:3-12. They would blow compressed air on the equipment in the powerhouse. **Ex. 1** at 58:13-17. There was insulated piping and insulated equipment in the powerhouse. **Ex. 1** at 58:18-21. He believes at least some of that dust and dirt was from the older insulated piping and equipment. **Ex. 1** at 58:22-59:5.

When working at Champion, Mr. Morgan would return home to his wife Dorothy on the weekends. He would pack up his laundry, which included his work clothing, at the end of the week and bring it home for Dorothy to launder. **Ex. 1**, at 44:15-18. Mr. Morgan testified that his wife Dorothy, as evidence of her exposure to asbestos, has been diagnosed with asbestosis, developed after Mrs. Morgan's exposure to the asbestos-laden dust brought home on Mr. Morgan's work clothing. **Ex. 35**, Discovery Deposition of Edward R. Morgan, Sr., 3/2/21, at 565:6-22.

After leaving Champion, Mr. Morgan worked at Bowater Paper Mill in Rock Hill, South Carolina. He noted that the work at Bowater was new construction. **Ex. 1**, at 46:5-8. He put in overhead lights and ran conduit, and he worked around white powder-like stuff. *Id.* at 46:8-17. While installing lights, Mr. Morgan said there was some white fluffy material moved with a front-end loader, and the material was used in the plant somewhere. He worked above that fluffy material, but it was piled up in the same space he was in all the way up next to the ceiling. *Id.* at 48:23-49:15. He noted that the building where the material was stored was approximately 80 by 80 in size, on the bottom left-hand side of the plant, before you get to the river, where they went with the logging trucks. *Id.* at 49:16-24. Mr. Morgan worked less than 30 feet above the material. *Id.* at 50:2-21. During his time working in the powerhouse, he worked around other people who

were lining motors, changing packing, removing and replacing gaskets and removing insulation. *Id.* at 50:7-51:5.

During his work with Daniel and Davis, Mr. Morgan also worked at the Hoechst Celanese a/k/a Fiber Industries plant in Rock Hill, SC. He ran lights on a conveyor from a coal pile to a powerhouse and ran wires over the plant's spinning department. He ran pipe, others pulled the wire. *Id.* at 60:9-22. He testified that he had to move some of the insulation out of the way when he ran lights on the conveyor system at Celanese. *Id.* at 81:11-16.

On another contractor project at Celanese while working for Davis Electrical, he worked on the AR building as it was just being started "up with new stuff, wire, pumps, everything was in there[.]" *Id.* at 85:15-17. It was new construction, and he was working up in the air, in AR, walking across the beams or running pipe. There were no windows or sides up, but there was "the top on it." *Id.* at 85:18-86:4.

Mr. Morgan began working at Celanese in 1968. **Ex. 20**, Edward Morgan's Itemized Statement of Earnings, at pgs. 2-3; **Ex. 1**, at 64:5-8; 64:18. He began as a mechanic in the CA building, **Ex. 1** at 64:23-65:1, which was next to the acid recovery (AR) building. **Ex. 9** at 65:19-25. The CA building was "pretty tall", 3-5 stories from the ground up. *Id.* at 106:23-107:3. There were at least 40-50 mechanics assigned to the CA building. *Id.* at 108:22-109:1. Mr. Morgan testified that he received his instructions daily from his supervisors. *Id.* at 109:25-110:11.

During this tenure at Celanese, Mr. Morgan worked on and in close proximity to individuals repairing and replacing valves and pumps. Some maintenance on pumps and valves was scheduled, sometimes monthly sometimes daily –if they were leaking, he packed the packing, or removed and replaced the packing. *Id.* at 111:5-13. Some pumps or valves would be inspected daily for leaks and if they saw a leak, they would take it down, off the line, and fill it up. *Id.* at

111:14-17. There were a slew of pumps, 20-30 of them and there was packing and everything on all the pumps. *Id.* at 112:25-113:8. There were various pumps and valves to keep acids and coolant materials flowing and those pumps and valves were used in the manufacturing process. *Id.* at 114:11-17. His maintenance work on the pumps and valves was to keep the plant operating and manufacturing 24 hours a day because Celanese didn't want any interruptions in the manufacturing process. *Id.* at 114:25-115:8. When changing gaskets related to these pumps and valves, Mr. Morgan said some of them were flange gaskets. *Id.* at 115:10-14. He used a tool to stick on "from the heat and all" and he had to peel them off, and if that didn't work, he used a grinder with a wire brush. *Id.* at 115:16-20. He had to have the old gasket cleaned off before installing the new gasket. *Id.* at 116:18-19.

When he replaced packing on pumps, he used a pulling tool with a sharp screw on the end, would run it in, twist it, it would go into the old gasket. There might be 8-10 pieces in there, he'd pull it out, he got his box, blew it out, put new gasket on and drove it back up in there to the end. *Id.* at 118:2-23; 118:25-119:7. He would replace old packing because the pump was leaking. *Id.* at 119:8-12. Some of the packing he used came pre-cut but some did not, and he had to cut it (120:24-121:4), so he would lay it out and take a Stanley knife and cut it off. *Id.* at 120:24-121:4; 121:3-4; 121:6-10.

Mr. Morgan specifically recalled asbestos abatement contractors coming into Celanese Rock Hill while he worked there and removing asbestos, but it wasn't related to the powerhouse. There was a walkway that had been sprayed by the polecats with asbestos and the walkway was above the cafeteria, and the "women's place was over there, bobbin and all." They got guys – he thinks from Columbia – to put tarps around it and took all that stuff off up under there. They took it all off. They had suits and vests on, and while he didn't "stay close to it," he saw the contractors

working with the asbestos. *Id.* at 135:10-13, 135:16-136:2 and 136:7-17. On a separate occasion, insulators returned to Celanese and put on “a jacket” on some powerhouse insulation, and that would have happened close to the late ‘70s because there was no cover on it, just pure insulation. **Ex. 35**, Discovery Deposition of Edward Morgan, Sr., 3/2/21, at 561:4-11, 561:14-16. Even after insulators put the jacketing material over insulation, the jacket material and the insulation would still have to be pulled back and removed to do maintenance. *Id.* at 561:17-22 and 561:24.

II. Covil worked at Edward Morgan’s former worksites.

Covil records indicate Champion Paper in Canton, North Carolina was among Covil largest early industrial insulation jobs, which Covil completed in 1965. **Ex. 286**. Covil resume. Records indicate Covil was on site with insulators by at least 1963, confirming overlap in the with Mr. Morgan at Champion Paper in Canton, NC. **Ex. 287**, 1963 Covil sales records re Champion.

Covil records indicate that Celanese Rock Hill was a longtime customer of Covil. Beginning in late 1960s and 1970s, Covil was supplying the asbestos containing thermal insulation to Celanese Rock Hill. **Ex. 42**, Covil invoices to Celanese Rock Hill. In fact, Covil’s sales invoice shows the “shipped to” recipient as Covil contractors located at the Celanese Rock Hill plant, proving Covil contractors were onsite at Celanese Rock Hill for the installation of the asbestos insulation. *Id.* at 1. Covil’s records further corroborate Covil’s continued presence at Celanese Rock Hill during this time period, listing the Celanese Rock Hill plant among projects long in progress as of December 10, 1981. **Ex. 43**, at COV_09122.

A former Daniel worker, who worked at Celanese, testified that Covil workers worked at Celanese Rock Hill continuously throughout the 1970 to 1985 time period. **Ex. 44**, Deposition of Edward Cornwall. Mr. Cornwall testified that he worked at Celanese in Rock Hill for ten to twelve years from 1970 or 1975 to 1985. *Id.* at 22:9-23:2, *see also id.* at 51:16-20. Mr. Cornwall did

pipefitting. *Id.* at 22:22-25. He would tear out old pipe and run new pipe. *Id.* at 23:3-6. **The asbestos products they used included Covil** and Starr Davis, who sent in subcontractors. *Id.* at 23:16-19. The asbestos insulators were “everywhere.” *Id.* In addition to Covil and Starr Davis, Celanese had its own insulators. *Id.* at 51:15-22. Covil bid on jobs and was at Celanese Rock Hill from about 1970 or 1975 to 1985. *Id.* at 59:6-16. Mr. Cornwell had a specific recollection of Covil being at Celanese Rock Hill. *Id.*

Covil’s corporate representative, James Covil, testified that Covil was an insulation contractor or supplied material to the contractor at Celanese Rock Hill. **Ex. 45**, Deposition of James Covil, 2/8/18 at 202:1-8. Covil did a lot of work for Celanese, and there was a relationship between Covil and Celanese Rock Hill specifically. *Id.* at 207:17-23. He further testified that Covil supplied asbestos for high temperature use. *Id.* at 23:14-20. The President of Covil, Palmer Covil, testified that he started learning that asbestos was harmful as far back as 1966. *Id.* at 39:13-24.

Covil’s founding president testified that Covil was a large insulating contract firm, probably the second largest in the southeast. **Ex. 46**, Deposition of Palmer Covil Vol. I (July 13, 1977) at 101:13-21. Covil purchased from a number of asbestos manufacturers, including Johns-Manville, Rockwool, Keene, and Pittsburg-Corning. *Id.* at 103:4-9. Covil would then “sell [our] asbestos products to others.” *Id.* at 23-25.

Covil testified that he first saw a warning about asbestos in 1968, when Johns-Manville and Owens-Corning came out with warning labels on their cartons of insulation. *Id.* at 93:10-94:9. Nevertheless, Covil could not say that his company made any specific change in its procedures for its employees in response to the warning labels on packages regarding asbestos. *Id.* at 94:22-95:1. Covil never put any caution labels or warnings on its products. *Id.* at 104:18-20. Yet his company

sold asbestos well after OSHA was enacted—Covil conceded that as of 1977, his company was still selling products that contained asbestos. *Id.* at 92:15-21.

During the discovery phase in this matter, Covil has admitted through Interrogatory Responses that it has performed work at several of Mr. Morgan’s former worksites including Rock Hill Printing & Finishing, Champion Paper, Bowater Paper Mill, PPG, and Celanese Rock Hill. **Ex. 47**, Covil Corporation’s Responses and Objections to Plaintiff’s Standard Interrogatories and Request for Production of Documents, 2/22/21, at pg. 3.

III. Edward Morgan’s lung cancer was caused by exposure to asbestos-containing products and materials supplied and/or installed and removed by Covil.

Plaintiffs’ pulmonary expert, Dr. Steven Haber, has opined that Mr. Morgan had “significant asbestos exposures, beginning in the 1950s . . . and continuing for decades.” **Ex. 5**, Haber Report, 2/9/21, at p. 3. Dr. Haber also noted that Mr. Morgan’s medical records showed evidence of asbestosis and asbestos-related pleural disease. *Id.* Additionally, Mr. Morgan was previously diagnosed with asbestosis. *Id.* After a review of Mr. Morgan’s medical records and a review of Mr. Morgan’s occupational exposure history, Dr. Haber opined, to a reasonable degree of medical probability, that “Mr. Morgan’s cumulative exposures to asbestos of all fiber types were a significant contributing factor to the development of his lung cancer.” *Id.* at pp. 3-4.

ARGUMENT and AUTHORITIES

I. Covil failed to meet its evidentiary burden.

“Summary judgment is a drastic remedy which should be cautiously invoked so that a litigant is not improperly deprived of a trial on disputed factual issues.” *Madison ex rel. Bryant v. Babcock Center, Inc.*, 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006); *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). Under South Carolina Rule of Civil Procedure 56, summary judgment is only appropriate when there is no genuine issue of material

fact and the moving party is entitled to judgment as a matter of law. *Cafe Assocs. Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The moving party has the burden to clearly establish the absence of a genuine issue of material fact. *Singleton v. Sherer*, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008). If and when the party moving for summary judgment meets its initial burden of showing an absence of evidentiary support for the plaintiff's case, only then is the plaintiff required to come forward with specific facts showing there is a genuine issue for trial. *Regions Bank v. Schmauch*, 354 S.C. 648, 660, 582 S.E.2d 432, 438 (Ct. App. 2003).

In determining whether a genuine question of fact exists, the court must view the evidence, and all inferences reasonably drawn from it, in the light most favorable to the nonmoving party. *Faile v. S. C. Dep't of Juvenile Justice*, 350 S.C. 315, 324, 566 S.E.2d 536, 540 (2002). Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. *Baugus v. Wessinger*, 303 S.C. 412, 401 S.E.2d 169 (1991). Even when there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 443 S.E.2d 392 (1994). Summary judgment should be denied unless reasonable minds cannot differ on plain, palpable, and indisputable facts. *See Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). Here, Covil failed to meet its high burden of showing the absence of a genuine issue of material fact for trial.

II. Plaintiffs' evidence raises genuine issues of material fact as to whether exposure to asbestos for which Covil is responsible contributed to causing Morgan's lung cancer.

A plaintiff in an asbestos case may defeat summary judgment with evidence of "actionable exposure" to asbestos for which a defendant is responsible. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). To determine whether exposure is actionable, South Carolina courts apply the "frequency, regularity and proximity" factors set forth in *Lohrmann v.*

Pittsburgh Corning Corp., 782 F.2d 1156 (4th Cir. 1986). *Id.* “To 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.” *Id.* (quoting *Lohrmann*, 782 F.2d at 1162). The *Lohrmann* decision describes its test as “a *de minimis* rule” in that the plaintiff merely has to “prove more than a casual or minimum contact with the product.” *Lohrmann*, 782 F.2d at 1162. The court noted that frequency, regularity, and proximity are evaluated with regard to the disease at issue, which in that case turned on “the unusual nature of the asbestosis disease process, which can take years of exposure to produce the disease.” 782 F.2d at 1162; *see also id.* at 1163 (“The ‘frequency, regularity and proximity test’ used by the district court is an application of [circumstantial evidence principles] in an asbestosis setting.”).

Plaintiffs’ evidence more than meets the *Henderson* exposure standard. The evidence establishes that Mr. Morgan was exposed to asbestos from asbestos insulation materials through his own work with and around insulation materials and insulated equipment; and the work of others (including insulators) manipulating insulation materials at his jobsites. Plaintiffs’ evidence further shows that Covil had a long-standing relationship with Celanese and other facilities and provided both insulation contractors and insulation supplies to industrial facilities in the southeast. Further, Dr. Haber has opined that Edward Morgan’s exposures to asbestos were a substantial factor in causing his lung cancer. Given the thin and unsupported premise of Covil’s motion, and the abundant evidence supplied in opposition, Plaintiffs’ opposition demonstrates the presence of triable issues. Therefore, Covil’s motion for summary judgment should be denied.

CONCLUSION

WHEREFORE, Plaintiffs request that this Court enter an order denying Defendant

Covil's Motion for Summary Judgment.

Respectfully Submitted,

/s/ Jonathan M. Holder

Jonathan M. Holder (SC Bar No. 77935)

Jessica M. Dean

(To be Admitted *Pro Hac Vice*)

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Theile B. McVey (SC Bar No. 16682)

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tmcvey@kassellaw.com

Other email: emoultrie@kassellaw.com

ATTORNEYS FOR PLAINTIFF

August 18, 2021
Dallas, Texas.

EXHIBIT 42



OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO, OHIO 43801

INVOICE

OCF ORDER NO.	PLANT	MARKET	REQT. DATE	FROM DATE	S
A43788-03-BERL-IN	120-07159-07009-1				

CUST. CARD NO.	CC	ST & CO	DIV	BR	SA	%	BR	SA	%
295361-99-38091-61-30-01-75-30-25-25-									

CHK	DATE	NO OF INVS	CUST. ORDER NO. & DATE
620-07149-			1964

FR	TO	PR# OR WPR#
ALL		30-152 D61C30152 EP 12/69

COVIL INSUL CO
C/O CELANESE PLASTICS
/ROCK HILL SC

METHOD OF SHIPMENT

DELIVERY COMMENTS

COVIL INSUL CO
PO BOX 1804
GREENVILLE SC

TARE NO.	PARTIAL	COMPLETE
57863	X	

INVOICE NO. B 103-84548

CAR INIT. & NO. AMP 37946

GROSS WEIGHT 14,870

SHIPPED FROM BERLIN
FISL PCP POT YDS
SHIPPED VIA RF&P SCL SOU

DATE SHIPPED 7-21-69

DATE BILLED 7-23-69

OUR B/L NO. 57863 - 25760 J

REMIT TO:

OWENS-CORNING FIBERGLAS CORP.
(at NEAREST Post Office Box)

D-U-N-S

00-290-7699	Box 4846, Atlanta, Georgia 30302
00-290-7707	Box 36029A, Pittsburgh, Pennsylvania 15230
00-290-7715	Box 2213, Old Post Office, Chicago, Illinois 60690
00-290-7723	Box 141, Kansas City, Missouri 64141
00-290-7731	Box 6433, Dallas, Texas 75222
00-290-7749	Box 8210, Church St. Station, N. Y., N. Y. 10008
00-290-7756	Box 3162, Elcom Annex, San Fran., Cal. 94120

PRY. PAYMENT TERMS
1%-10th prox on dollar amt shown
net 30th prox.

SHIPPING TERMS

ROUTING/DEL. CARRIER

RF&P SAL SOU

TX VARY ITEMS

SHIP EXACT ITEMS

ITEM	PRODUCT DESCRIPTION	T	PROD. CODE	MARKET	UNIT PRICE	SHIPPING QUANTITY		AMOUNT
						PKGS.	BILLING UNIT	
01	KAYLO NORAP 14 X 1-1/2	34	41E00105-		2.10 13/3			
02	16 X 1-1/2	53	41E00202-		2.35 13/3			
03	10 X 2	27	41B00853-		2.40 12/3			
04	12 X 2-1/2		41E00085-		3.40 13/3			
05	16 X 2-1/2	67	41E00253-		4.20 13/3			

CONFIDENTIAL

TOLEDO ACCOUNTING INVOICE

FIBERGLAS

INVOICE

OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO, OHIO 43601

TALLY NO.

PARTIAL

COMPLETE

57863

X

INVOICE NO. B 103-84548

CAR INIT. & NO.

GROSS WEIGHT

SHIPPED FROM

SHIPPED VIA

DATE SHIPPED 7-21

DATE BILLED

OUR B/L NO.

REMIT TO:

OWENS-CORNING FIBERGLAS CORP.

(at NEAREST Post Office Box)

D-U-N-S

00-290-7699
00-290-7707
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00-290-7723
00-290-7731
00-290-7749
00-290-7756Box 4846, Atlanta, Georgia 30302
Box 36029M, Pittsburgh, Pennsylvania 15230
Box 2213, Old Post Office, Chicago, Illinois 60690
Box 141, Kansas City, Missouri 64141
Box 6433, Dallas, Texas 75222
Box 8210, Church St. Station, N. Y., N. Y. 10008
Box 3162, Rincon Annex, San Fran., Cal. 94120

OCF ORDER NO. A43788	PLANT	MARKET	REQT. DATE	FROM DATE	5							
CUST. CARD NO.	CC	ST & CO	DIV	BR	SA	%	BR	SA	%	BR	SA	%

CRX	DATE ENTERED	NO. OF INV SN	CUST. ORDER NO. & DATE	FR	TO	PR# OR WPR#
SHIP TO COVIL INSUL CO				METHOD OF SHIPMENT DELIVERY COMMENTS		

PRT.	PAYMENT TERMS	SHIPPING TERMS

ROUTING/DEL. CARRIER

TX EX	VARY ITEMS	SHIP EXACT ITEMS

ITEM	PRODUCT DESCRIPTION	T	PROD. CODE	MARKET	UNIT PRICE	SHIPPING QUANTITY		AMOUNT
						PKGS.	BILLING UNIT	
06	KAYLO NORAP 8 X 1-1/2 TAG IL 8 X 3	32	4 1B 0864 1-		1.35 12/3			
07	11 X 1-1/2 TAG OL 8 X 3	23	4 1B 009 18-		1.75 12/3			
08	10 X 1-1/2 TAG IL 10 X 3	38	4 1B 0084 5-		1.65 12/3	182	1092	1538.01
09	11 X 1-1/2 TAG OL 10 X 3		4 1B 009 18-		1.75 12/3			
10	1 X 1		4 1B 0014 8-		.27 12/3	1	90	20.74

CONFIDENTIAL

OC-43-7884E

TOLEDO ACCOUNTING INVOICE

FIBERGLAS

INVOICE

OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO, OHIO 43601

TALLY NO.

PARTIAL

COMPLETE

57863

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OCF ORDER NO.

A45788

PLANT

MARKET

REQT. DATE

FROM DATE

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CC

ST & CO

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CUST. ORDER NO. & DATE

FR

TO

PR# OR WPR#

SHIP TO

INVOICE TO TAG

COVIL INSUL CO

METHOD OF SHIPMENT

DELIVERY COMMENTS

PRT. PAYMENT TERMS

SHIPPING TERMS

ROUTING/DEL. CARRIER

TX VARY ITEMS

SHIP EXACT ITEMS

ITEM

PRODUCT DESCRIPTION

T

PROD. CODE

MARKET

UNIT PRICE

SHIPPING QUANTITY

AMOUNT

PKGS.

BILLING UNIT

11 KAYLO NORAP
3 X 1

48

4 IB00373-

.45
12/3

12 4 X 1-1/2

51

4 IB00489-

.68
12/3

2

36

27.04

13 6 X 1-1/2

44

4 IB00659-

1.10
12/3

2

24

22.53

14 8 X 1-1/2

4 IB00861-

1.35
12/3

20

120

138.28

15 10 X 1-1/2

36

4 IB00845-

1.45
12/3

18

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152.12

OWENS-CORNING FIBERGLAS CORP.
(at NEAREST Post Office Box)

D-U-M-S

00-290-7699
00-290-7707
00-290-7715
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00-290-7731
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00-290-7756Box 4846, Atlanta, Georgia 30302
Box 36029M, Pittsburgh, Pennsylvania 15230
Box 2213, Old Post Office, Chicago, Illinois 60690
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Box 3162, Rincon Annex, San Francisco, Cal. 94120

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TOLEDO ACCOUNTING INVOICE

OC-43-7884E

FIBERGLAS

INVOICE

OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO, OHIO 43601

TALLY NO
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PARTIAL

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OCF ORDER NO. A43788-	PLANT	MARKET	REQT. DATE	FROM DATE	S							
CUST. CARD NO.	CC	ST & CO	DIV	BR	SA	%	BR	SA	%	BR	SA	%

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SHIP TO INVOICE TO TAG				METHOD OF SHIPMENT		
				DELIVERY COMMENTS		

COVIL INSUL CO

INVOICE NO.

B103-84518

CAR INIT. & NO

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SHIPPED VIA

DATE SHIPPED

7-21

DATE BILLED

OUR B/L NO.

REMIT TO:

OWENS-CORNING FIBERGLAS CORP.
(at NEAREST Post Office Box)

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00-290-7699
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00-290-7723
00-290-7731
00-290-7749
00-290-7756

Box 4846, Atlanta, Georgia 30302
Box 36029M, Pittsburgh, Pennsylvania 15230
Box 2213, Old Post Office, Chicago, Illinois 60690
Box 141, Kansas City, Missouri 64141
Box 6433, Dallas, Texas 75222
Box 8210, Church St. Station, N. Y., N. Y. 10008
Box 3162, Rincon Annex, San Fran., Cal. 94120

FRT.	PAYMENT TERMS	SHIPPING TERMS

ROUTING/DEL. CARRIER

TX EX	VARY ITEMS	SHIP EXACT ITEMS

ITEM	PRODUCT DESCRIPTION	T	PROD. CODE	MARKET	UNIT PRICE	SHIPPING QUANTITY		AMOUNT
						PKGS.	BILLING UNIT	
16	KAYLO NORAP 6 X 1-1/2	44	41B00659-		1.10 12/3			
17	10 X 1-1/2	38	41B00845-		1.65 12/3	50	300	422.53
18	3 X 2	61	41B00403-		1.15 12/3			
19	6 X 2-1/2		41B00675-		2.25 12/3			
20	1 X 1		41B00443-		.27 12/3			

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TOLEDO ACCOUNTING INVOICE

OC-43-7884E

FIBERGLAS

INVOICE

OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO, OHIO 43601

TALLY NO.

PARTIAL

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OCF ORDER NO. A43788-	PLANT	MARKET	REQY. DATE	PROM DATE	S
CUST. CARD NO.	CC	ST & CO	DIV	BR	SA
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INVOICE NO. **B 103-81518**

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DATE SHIPPED **7-21**

DATE BILLED

OUR B/L NO.

REMIT TO:

OWENS-CORNING FIBERGLAS CORP.
(at NEAREST Post Office Box)

D-U-N-S

00-290-7699
00-290-7707
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00-290-7723
00-290-7731
00-290-7749
00-290-7756

Box 4846, Atlanta, Georgia 30302
Box 36029M, Pittsburgh, Pennsylvania 15230
Box 2213, Old Post Office, Chicago, Illinois 60690
Box 141, Kansas City, Missouri 64141
Box 6433, Dallas, Texas 75222
Box 8210, Church St. Station, N. Y. N. Y. 10008
Box 3162, Rincon Annex, San Fran., Cal. 94120

PRT.	PAYMENT TERMS	SHIPPING TERMS

ROUTING/DEL. CARRIER

TX EX	VARY ITEMS	SHIP EXACT ITEMS

ITEM	PRODUCT DESCRIPTION	T	PROD. CODE	MARKET	UNIT PRICE	SHIPPING QUANTITY		AMOUNT
						PKGS.	BILLING UNIT	
26	KAYLONORAP 1 X 2	84	4 1B 00101-		.85 12/3			
27	2 X 2	80	4 1B 08609-		1.00 12/3			
28	3 X 2	61	4 1B 00403-		1.15 12/3			
29	4 X 2-1/2		4 1B 00500-		1.80 12/3			
30	6 X 2-1/2		4 1B 00675-		2.25 12/3	4	24	46.09

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FIBERGLAS

INVOICE

OWENS-CORNING FIBERGLAS CORPORATION

TOLEDO, OHIO 43601

OFF ORDER NO. A43788	PLANT	MARKET	REQY. DATE	FROM DATE	S								
CUST. CARD NO.	CC	ST	CO	DIV	BR	SA	%	BR	SA	%	BR	SA	%

DATE ENTERED	NO. OF INV. IN	CUST. ORDER NO. & DATE	FR	TO	PR# OR WPR#			
SHIP TO COVIL INSUL CO			METHOD OF SHIPMENT					
						DELIVERY COMMENTS		
TAG								

PRT.	PAYMENT TERMS	SHIPPING TERMS

ROUTING/DEL. CARRIER

TX EX	VARY ITEMS	SHIP EXACT ITEMS

ITEM	PRODUCT DESCRIPTION	T	PROD. CODE	MARKET	UNIT PRICE	SHIPPING QUANTITY		AMOUNT
						PKGS.	BILLING UNIT	
31	KAYLO NORAP 7 X 2	38	4 IB 08005-		1.85 12/3	1	6	9.48
32	9 X 2	47	4 IB 00810-		2.20 12/3	2	12	22.53
33	11 X 3	68	4 IE 00032-		1.99 12/3	2	10	32.91
34	16 X 3		4 IE 00281-		5.10 13/3	3	15	64.55

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H OLAVESSEN

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04/17 AF 601 04/47E

TAXES NO.	PARTIAL	COMPLETE
57863	X	

INVOICE NO. **1103-84548**

CAR INIT. & NO.

GROSS WEIGHT

SHIPPED FROM

SHIPPED VIA

DATE SHIPPED **7-21**

DATE BILLED

OUR B/L NO.

REMIT TO:

OWENS-CORNING FIBERGLAS CORP.
(at NEAREST Post Office Box)

D-U-N-S
 00-290-7699 Box 4846, Atlanta, Georgia 30302
 00-290-7707 Box 36029M, Pittsburgh, Pennsylvania 15230
 00-290-7716 Box 2213, Old Post Office, Chicago, Illinois 60690
 00-290-7723 Box 141, Kansas City, Missouri 64141
 00-290-7731 Box 4433, Dallas, Texas 75222
 00-290-7749 Box 8210, Church St. Station, N. Y., N. Y. 10008
 00-290-7756 Box 3162, Mission Annex, San Fran., Cal. 94120

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TOLEDO ACCOUNTING INVOICE

OC-43-7884E

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TOLEDO ACCOUNTING INVOICE

EXHIBIT 43

EFFECTIVE December 10, 1981
PAGE 1

PROJECT LISTINGS

OWNER/PROJECT ADDRESS	DIVISION/ PROJECT NUMBER	TELEPHONE/ SPEED NUMBER	PROJECT MANAGER/ SERVICES MANAGER	PURCHASING AGENT/ SUBCONTRACTS ADMIN.
BITIBI-PRICE AHIEL CONSTRUCTION COMPANY POST OFFICE BOX 1427 UGUSTA, GEORGIA 30903	233-7366	404/793-0824 OR 0828	HERB LINCOLN JIM GOODRICH	JIM CLARK
LABAMA POWER PROJECT AHIEL CONSTRUCTION COMPANY POST OFFICE BOX 417 OTHAN, ALABAMA 36301	210-7071	205-899-5171 SN-704	STAN ELLIS STEVE RIGGINS	RUDY CLENNY
MACONDA AHIEL CONSTRUCTION COMPANY POST OFFICE BOX 1000 USSELVILLE, KENTUCKY 42276	731-7299	502-726-8313	JIM EARLY	HENRY HAMBURGER JOHN GEORGE
RCO OIL & GAS PROJECT AHIEL CONSTRUCTION COMPANY 22 SOUTH ALBERT STREET ALSENBURG, COLORADO 81089	222-6355	303-738-3102	JERRY HOOPER	JIM DILL BILL GILLEY
MOISE SOUTHERN AHIEL CONSTRUCTION COMPANY POST OFFICE BOX 331 JE RIDDER, LA 70634	192-6373	318-463-4461	CHIP BYRD	JOE VENABLE
CHARTER CREEK GAS PLANT AHIEL CONSTRUCTION COMPANY POST OFFICE BOX 966 EVANSTON, WYOMING	223-6208	307-789-7020	PAT HETRICK LOREN OLSEN	STEVE DEERINWATER TOM BUTLER
DELANESE PLASTICS & SPECIALTIES POST OFFICE BOX 4461 CRS ROCK HILL, SOUTH CAROLINA 29730	221-6014	803-366-4246	WELCH OWEN	JIM HYMAN
DELANESE - SPRING GROVE AHIEL CONSTRUCTION COMPANY POST OFFICE BOX 2000 MOOSE CREEK, SOUTH CAROLINA 29445	221-7382	803-761-3800	BOB O'DELL BUD BAKER	MAXX MIZEJEWSKI

COV_009122

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EFFECTIVE December 10, 1981
PAGE 2

PROJECT LISTINGS

OWNER/PROJECT ADDRESS	DIVISION/ PROJECT NUMBER	TELEPHONE/ SPEED NUMBER	PROJECT MANAGER/ SERVICES MANAGER	PURCHASING AGENT/ SUBCONTRACTS ADMIN.
DAYTON POWER & LIGHT COMPANY DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 147 MANCHESTER, OHIO 45144	210-7256	513-549-2671 OR 2672 OR 2673	PETE HAMEL BILL THOMPSON	CRAIG GOSSMAN
DETROIT EDISON - FERMI II DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 1096 MONROE, MICHIGAN 48161	210-7163	313-586-8030 SN-363	J. C. ARD, JR.	STEVE WEBB JIM REAUME
FIBER INDUSTRIES, INC. DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 5457, STATION B GREENVILLE, SOUTH CAROLINA 29606	221-6070	803-288-1630	JACK TATHUM	
FIBER INDUSTRIES PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 5659 FLORENCE, SOUTH CAROLINA 29501	221-6361	803-393-7441 DIRECT/233-3013 SN-636	BOB JORDON	BILL HARPER
FIBER INDUSTRIES PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 4 SALISBURY, NORTH CAROLINA 28144	221-6065	704-636-6000 SN-606	HOWARD LOVE	NED LONG
FLORIDA POWER CORPORATION DANIEL CONSTRUCTION COMPANY POST OFFICE DRAWER 1057 CRYSTAL RIVER, FLORIDA 32629	210-7247	904-795-4811	GENE COSPER	L. D. JOHNSON W. E. HIGGINS
GENERAL ELECTRIC DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 13039 RESEARCH TRIANGLE PARK, NORTH CAROLINA 27709	232-7309	919-549-8164	W. GARNER	BOB BESS

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CONFIDENTIAL

EFFECTIVE December 10, 1961
PAGE 3

OWNER/PROJECT ADDRESS	DIVISION/ PROJECT NUMBER	TELEPHONE/ SPEED NUMBER	PROJECT MANAGER/ SERVICES MANAGER	PURCHASING AGENT/ SUBCONTRACTS ADMIN.
GENETECH PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 2368 S.F. SAN FRANCISCO, CA 94080	140-7360	415-952-7424	ED CAILLOUETTE	JIM LATIMER
HAMMERMILL PAPER PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 747 SELMA, ALABAMA 36701	233-7355	205-874-7465	WAYNE PEARSON RICHARD LUSEBRINK	ED BOLTON
HEMKEL CORPORATION POST OFFICE BOX 736 1 MILL STREET KENEDY, TEXAS 78119	771-7354	512-583-9867	DON DIXON	DAKE STOVER
KANSAS GAS & ELECTRIC PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 146 NEW STRAWN, KANSAS 66839	210-7158	316-364-8421 SN-321	L. F. WARRICK JIM STEELY	ROB MCEWEN DANNY BONARD
MASSEY COAL PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 70189 CHARLESTON, SOUTH CAROLINA 29405	232-7386	803-722-8708	JIM STRANGE	JOHN BARKER
MONSANTO CHEMICAL DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 161 GONZALES, FLORIDA 32650	221-6067 -3344	904-968-7461	W. E. WILLIAMS	DON ZOLLARS
MONSANTO CHEMICAL PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 161 GONZALES, FLORIDA 32650	221-6329	904-968-7697	BUD WILKERSON	ANDY EPTON
MONSANTO CHEMICALS DAVIS CONSTRUCTORS & ERECTORS, INC. POST OFFICE BOX 2214 DECATUR, ALABAMA 35601	221-6117	205-552-2135	EARL BARBERY	DON MCKINNON

COV_009124

CONFIDENTIAL

EFFECTIVE December 10, 1981
PAGE 4

PROJECT LISTINGS

OWNER/PROJECT ADDRESS	DIVISION/ PROJECT NUMBER	TELEPHONE/ SPEED NUMBER	PROJECT MANAGER/ SERVICES MANAGER	PURCHASING AGENT/ SUBCONTRACTS ADMIN.
NISSAN PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 102 SMYRNA, TENNESSEE 37167	231-7338	615-459-9118	BOB JORDAN	GENE SPARKS
PHILLIPS PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 5158 BORGER, TEXAS 79007	223-6254	806-274-5351	D. R. HARRY	MELVIN JENKINS
PROCTOR & GAMBLE - ALBANY DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 1922 ALBANY, GEORGIA 31705	232-6357	912-888-8653	GENE WATERS	RON ELDERS
SOUTH CAROLINA ELECTRIC & GAS DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 66 JENKINSVILLE, SOUTH CAROLINA 29065	210-7081	803-345-2201	SHEP WAGONER JEFF CHAPMAN (SCE&G)	CAROL CLARK
A. E. STALEY DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 422 LOUDON, TENNESSEE 37662	231-7310	615-458-5471	BILL RANKIN BOB YOUNGER	PRESTON SHEALY
TENNESSEE EASTMAN PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 1869 KINGSPORT, TENNESSEE 37662	232-7201	615-246-2696	JOHN W. GAHAGAN D. CAMPBELL	VERN CAMPBELL
TURRIS COAL COMPANY DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 3 ELKHART, ILLINOIS 62634	730-7308	217-947-2991	GARY MCCONNELL	RON POWELL

COV_009125

CONFIDENTIAL

EFFECTIVE December 10, 1981
PAGE 5

PROJECT LISTINGS

OWNER/PROJECT ADDRESS	DIVISION/ PROJECT NUMBER	TELEPHONE/ SPEED NUMBER	PROJECT MANAGER/ SERVICES MANAGER	PURCHASING AGENT/ SUBCONTRACTS ADMIN.
UNION ELECTRIC PROJECT (CALLAWAY PLANT) DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 108 FULTON, MISSOURI 65251	210-7186	314-676-3111 SN-273	HAL STARR GARY WARBLow	RON CASE LARRY STRICKLAND
FEYERHAEUSER PAPER PROJECT COLUMBUS PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 1620 COLUMBUS, MISSISSIPPI 39701	233-7292	601-329-1240	TOM CULBRETH EARL TANNER	BOB YOUNG
CITIES SERVICE DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 949 BAY CITY, TEXAS 77414	223-1951	713-244-1016	W. E. HITT	JIM CHANDLER
UNION OIL POST OFFICE BOX 355 PARACHUTE, COLORADO 81635	222-6319	303-285-7324	DICK DOWNS	DAVE FISCHER JIM GRESS
WESTVACO PROJECT DANIEL CONSTRUCTION COMPANY POST OFFICE BOX 9397 HANNAHAN, SOUTH CAROLINA 29410	233-7364	803-747-5066	JOHN GATCH	JIM WRIGHT

Change 46-16612

COV_009126

EXHIBIT 44

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

Tom M. Craig,	)	Civil Action No. 99-CP-23-0327
Hunter S. Kirby,	)	Civil Action No. 99-CP-23-0313
Kirby L. Newell,	)	Civil Action No. 99-CP-23-0323
Kenneth E. Sloan,	)	Civil Action No. 99-CP-23-0043

Plaintiffs,

vs.

AcandS, Inc., et al.,

Defendants.

DEPOSITION OF EDWARD CORNWELL

Pursuant to notice of deposition and/or agreements in the above-entitled case, the deposition of EDWARD CORNWELL was taken by the below-named Notary Public for South Carolina and Certified Verbatim Reporter at the offices of Nelson, Mullins, Riley & Scarborough, 104 South Main Street, Greenville, South Carolina, on the 23rd day of January, 2001, commencing at 10:00 a.m.

Deposition reported by: Vickie Hester, CVR

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STIPULATIONS: The within deposition was 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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1 **EDWARD CORNWELL**, being duly sworn, testified as
2 follows:

3 **EXAMINATION BY MR. FERDERIGOS:**

4 Q. Hello, Mr. Cornwell. My name is Phillip
5 Ferderigos. Are you doing okay today?

6 A. Pretty good.

7 Q. Doing fine? We're here to take your deposition in
8 regards to some coworkers. For the record, it's
9 my understanding that we're here to take

10 deposition of Mr. Cornwell in regards to the
11 following coworkers: Thomas Neville Craig, Hunter
12 Kirby, Kirby Newell and Kenneth Sloan?

13 **MR. ODOM:**

14 That's correct.

15 **WITNESS:**

16 A. I don't know Kenneth Sloan.

17 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

18 Q. We're going to get to that in a second, sir. Have
19 you ever taken a deposition before -- or given a
20 deposition before?

21 A. (Negative gesture. No verbal response.)

22 Q. One of the rules that we have is, if you can give
23 a verbal response so that the court reporter can
24 take that down, because it's easier for her to
25 write down yes or no, rather than someone nodding

1 their head. So if you could just respond
2 verbally. I'm going to ask you a series of
3 questions about your coworkers, and I'm going to
4 do most of the asking of the questions. And then
5 these other attorneys are going to have their turn
6 to ask you several questions. Can you hear me
7 okay?

8 A. (Affirmative gesture. No verbal response.)
9 Pretty good.

10 Q. Are you under the influence of any drugs or
11 medication that could prevent you from
12 understanding any of the questions and answering
13 truthfully?

14 A. Not that I know of.

15 Q. As I said, we're going to do your deposition, and
16 this court reporter is going to take down
17 everything that you and I both say. And I'd ask
18 that you wait until I finish asking a question
19 before you would respond. That way, we won't talk
20 over each other. If you do not understand the
21 question, please let me know. And then I can
22 repeat the question for you. And if you don't
23 know the answer to a question, then it's fine.
24 You can say, "I don't know." That's not a
25 problem. As you know, you were just sworn in, so

1 it's just as if you took an oath in court. Do you
2 understand the significance of that oath?

3 A. Yes, sir.

4 Q. Finally, this is an informal process, and it won't
5 take too long, hopefully. So if you want to take
6 a break at any time, please feel free to let me
7 know, and we'll be more than happy to accommodate
8 you.

9 A. Okay.

10 Q. Could you state your full name for me, please?

11 A. Edward Otho Cornwell.

12 Q. And what's your date of birth?

13 A. [REDACTED].

14 Q. And your Social Security number?

15 A. I'll have to look that up. [REDACTED].

16 Q. Are you presently a plaintiff, or have you ever
17 been a plaintiff in any asbestos litigation?

18 A. Plaintiff?

19 **MR. ODOM:**

20 Do you understand what he's asking you?

21 **WITNESS:**

22 A. What was that again now?

23 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

24 Q. Are you involved in any litigation in regards to
25 asbestos for yourself as a plaintiff?

1 A. Yeah.

2 Q. Did you have a workers' comp case as well?

3 A. Yeah.

4 Q. Has that been resolved?

5 A. Yeah.

6 Q. Finally, we're here for you to testify about

7 several of your coworkers. And I'm going to run

8 through them again. And I'd like for you to let

9 me know whether you know who these people are or

10 not, to find out whether you can testify about

11 them. The first one is Thomas Neville Craig.

12 A. I know him.

13 Q. The second one is Hunter Kirby.

14 A. Kirby Newell, yeah.

15 Q. Hunter Kirby, not Kirby Newell.

16 A. I know him as Kirby.

17 **MR. ODOM:**

18 Do you know a guy named Kirby Newell?

19 **WITNESS:**

20 A. Yeah.

21 **MR. ODOM:**

22 Do you know somebody whose last name is Kirby,

23 first name is Hunter? Different person. Not

24 Kirby Newell. Hunter Kirby, do you know someone

25 by that name?

1 **WITNESS:**

2 A. (Negative gesture. No verbal response.)

3 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

4 Q. I think that you said that you know Kirby Newell.

5 A. Kirby Newell.

6 Q. And finally, Kenneth Sloan?

7 A. No.

8 Q. So is it correct to say that you do not recognize
9 Hunter Kirby and Kenneth Sloan?

10 A. I don't know.

11 Q. Is that correct?

12 A. That's right.

13 Q. So you do not have any personal knowledge in
14 regards to either of these two individuals, Hunter
15 Kirby or Kenneth Sloan, and any possible exposure
16 that they would have to any asbestos; is that
17 correct?

18 A. That's right.

19 Q. So sitting here today and in court, you will not
20 be able to testify as to any asbestos exposure
21 from any products that Hunter Kirby or Kenneth
22 Sloan may have been exposed to, correct?

23 A. That's correct.

24 Q. Now, if we could just quickly go to these other
25 two individuals. First of all, did you ever see

1 any sort of picture book or anything like that in
2 regards to these individuals?

3 A. Yes, sir.

4 Q. Do you recall when you did that?

5 A. Maybe six, seven, eight months ago, somewhere in
6 that neighborhood.

7 Q. And did that picture book refresh your memory as
8 to your knowledge of these two individuals, the
9 remaining two coworkers which are Thomas Neville

10 Craig and Kirby Newell?

11 A. Yeah.

12 Q. Do you have an independent recollection of these
13 individuals, or are you relying on the picture
14 book?

15 A. Well, some I remember. Some by picture.

16 **MR. ODOM:**

17 Now, he's talking about the people, not the
18 products.

19 **WITNESS:**

20 A. Oh, the people?

21 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

22 Q. Yeah, the picture of the people, not the products.
23 Did you ever see a book of the picture of your
24 coworkers -- different pictures of your coworkers?

25 A. I've seen it, but I know them personally.

1 Q. Did you see that about six or seven months ago?

2 A. Something like that, best of my memory.

3 Q. Now, let's take the first individual, Thomas

4 Neville Craig. Where did you work with or around
5 Thomas Neville Craig?

6 A. Bowater.

7 Q. And when did you first meet Mr. Craig?

8 A. I'd say late fifties or early sixties.

9 Q. You worked with and around him in Bowater. What

10 years did you work with or around Mr. Craig?

11 A. I'd say around '61, '62, somewhere in that
12 neighborhood, best as I can recall. So, you know,

13 --

14 Q. That '61 or '62, about a year or so, is that the
15 extent of your working with Mr. Craig?

16 A. I know I worked with him that long. We done
17 plumbing work.

18 Q. This was at Bowater?

19 A. Bowater. But we was all over the area.

20 Q. Between 1961 and 1962?

21 A. Give or take. I don't know exactly. That's been
22 a long time.

23 Q. Do you know how long? Was it a whole year? Was
24 it less than a year that you worked around him?

25 A. I worked with him over a year, I'd say.

1 Q. Over a year during that time period?

2 A. (Affirmative gesture. No verbal response.)

3 Q. Did you work with him anywhere else other than

4 Bowater for that year?

5 A. I don't think so.

6 Q. So the only place that you worked with Thomas

7 Neville Craig was at Bowater for approximately

8 about a year between, give or take, 1961 or 1962?

9 A. I did work with him at Riverbend, a Duke Power

10 plant, but I don't know what year it was.

11 Q. So you also worked with him at Riverbend?

12 A. Right.

13 Q. And you don't know exactly what year it is?

14 A. No, I don't.

15 Q. Do you recall how often you worked with him at

16 Riverbend?

17 A. We was pretty well side by side, you know,

18 working. But we was doing repairs up there.

19 Q. Do you recall how long though? How long were you

20 at Riverbend?

21 A. I'd say at least six months up there.

22 **MR. ODOM:**

23 You're talking about Craig; is that right?

24 **MR. FERDERIGOS:**

25 Yes, we're talking about Craig -- Thomas Neville

1 Craig.

2 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

3 Q. So you were at Riverbend for approximately six
4 months?

5 A. Yeah.

6 Q. And out of that six months, how long do you recall
7 Mr. Craig working with or around you?

8 A. I know he was there about the same time I was.

9 Q. So about six months?

10 A. I think so, yeah.

11 Q. You think so?

12 A. Give or take, you know. I can't really just say
13 how many months he was there. He could have been
14 there eight months or four months. I don't know
15 exactly how much. But I know we were there

16 approximately four to six or eight months or
17 whatever. That's been a long time.

18 Q. I understand. Is there any other place where you
19 worked with or around Mr. Craig, other than
20 Bowater and Riverbend?

21 A. Not that I can recall.

22 Q. Switching back to Bowater for about that year or
23 so, did you work close by to Mr. Craig?

24 A. Yes, I did.

25 Q. And what kind of work did you do?

1 A. At the time being we was doing plumbing work. And
2 we had to go to whatever area they would need
3 plumbing done in. You know, putting a bathroom in
4 in one area, whether it was the boiler room or
5 where, that's where we had to go.

6 Q. And did you work side by side with him doing this
7 work?

8 A. Yes, I did.

9 Q. Based on your eyewitness accounts, what kinds of
10 products do you believe exposed Mr. Craig to any
11 asbestos at Bowater for the time period when you
12 worked side by side with him?

13 A. We used a lot of Flexitallic gaskets. And we were
14 around Gold Bond. Let me think a minute.

15 Q. Sure. Take your time.

16 A. It was something like -- I can't pronounce that
17 word. That's about all I can come off the top of
18 my head right now.

19 Q. That's the kind of products?

20 A. (Affirmative gesture. No verbal response.)

21 Q. Did you see him working with these products
22 personally, walking around with these products?

23 A. Well, the gaskets, yes.

24 Q. Do you know any of the manufacturers' names of
25 these products that you believe exposed Mr. Craig

1 to any asbestos?

2 MR. ODOM:

3 You mean other than what he's already given you?

4 MR. FERDERIGOS:

5 Yes.

6 WITNESS:

7 A. Do what now?

8 EXAMINATION RESUMED BY MR. FERDERIGOS:

9 Q. Let's strike that. If we could move on to

10 Riverbend. You said that you were there for
11 approximately six months with Mr. Craig?

12 A. Right.

13 Q. And what kind of work did he do there?

14 A. He was up there making a lot of tie-ins on pipe.
15 You know, tearing off insulation, tying pipe into

16 existing pipe. Then the insulators come behind
17 and re-insulate.

18 Q. And were you doing a similar type work?

19 A. Yes, sir.

20 Q. Based on your eyewitness accounts, what kind of
21 products do you believe Mr. Craig was exposed to

22 that contained asbestos at the Riverbend site
23 while you worked with him?

24 A. He was tearing off a lot of that Kaylo Block. And
25 I can't say what kind of mud it was on the

1 nineties, you know, when they finish it out. They
2 had that cloth on it, plus they had the mud too.
3 Q. Any other kind of product that you think exposed
4 him to any asbestos?
5 A. Well, the Flexitallic gaskets up there too.
6 Q. Anything else?
7 A. Not that I can recall off the top of my head.
8 Q. And you saw him working with these products
9 personally?
10 A. Yeah.
11 Q. I believe you stated earlier that these were the
12 only two places where you worked with Mr. Thomas
13 Craig, at Bowater and Riverbend?
14 A. That's right.
15 Q. Do you have any other knowledge as to any other
16 possible asbestos exposure from any products at
17 these sites other than what you've testified here
18 to today?
19 A. Not right off.
20 Q. Then if we could switch to Kirby Newell. Where do
21 you recall working with Kirby Newell at?
22 A. Bowater, Riverbend, Cellriver in Rock Hill.
23 **MR. ROMNESS:**
24 I'm sorry. What was that?
25

1 MR. ODOM:

2 Cellriver, C-E-L.

3 WITNESS:

4 A. Springs Plant in Lancaster, Number One, Number
5 Three, Six, Four.

6 EXAMINATION RESUMED BY MR. FERDERIGOS:

7 Q. Number one, Number Three?

8 A. Six, Four. Springs got a lot of plants around --

9 Q. Number Six and Number Four?

10 A. Yeah. Some of them's in Salisbury, up around
11 Salisbury. Just different places they've got
12 them. He worked at Cellriver in Narrows, Virginia
13 with me too.

14 Q. I'm sorry. Where is that?

15 A. Cellriver in Narrows, Virginia.

16 Q. Cellriver in Virginia?

17 A. Uh-huh (affirmative). That wasn't Virginia. That
18 was in North Carolina, I believe.

19 Q. North Carolina?

20 A. Yeah.

21 Q. Not the Rock Hill site?

22 A. He worked at Rock Hill, but he didn't -- he worked
23 up there too.

24 Q. Anywhere else, sir, where you recall Kirby Newell?

25 A. Rock Hill Printing and Finishing.

1 Q. Anywhere else?

2 A. Sales Biltmore Bleachery in Asheville, North

3 Carolina.

4 Q. You're going to have to help me out with that one.

5 It was --

6 A. Sales Biltmore Bleachery.

7 Q. Biltmore Bleachery?

8 A. In Asheville, North Carolina.

9 Q. Any other sites, sir?

10 A. We worked at a lot more. But off the top of my

11 head, I -- you know.

12 Q. Well, let's go through these. And if you remember

13 another site, we'll add that on. When did you

14 work with Mr. Newell at Bowater?

15 A. Around '67, I believe it was.

16 Q. How long did you work with or around him?

17 A. Best I can recall, I know around three months.

18 Q. Did you work with him every day?

19 A. Yeah, pretty much.

20 Q. And what kind of work did he do at Bowater for

21 those three months?

22 A. Worked on pipe lines, tie-ins.

23 Q. Did you do the similar kind of work?

24 A. Sir?

25 Q. Did you do the similar kind of work with him?

1 A. Yeah.

2 Q. Based on your eyewitness accounts of him working
3 at Bowater for those three months, what kind of
4 products do you believe exposed him to any
5 possible asbestos?

6 A. He was around a lot of that mud you mud nineties
7 with and that white -- we called it Kaylo Block.
8 And he was around asbestos gasket. And there's
9 some more, but off the top of my head, I can't say
10 what it was.

11 Q. Some other kind of products?

12 A. Yeah.

13 Q. Do you want to think about it a little bit?

14 A. See, we was around a lot of products the name
15 wasn't us. There was insulators working right
16 beside us, right with us. And they'd have their
17 material. They'd be took it out of the box or out
18 of the bag. They'd pour it in a bucket, you know,
19 mix it with water, put a finish coat and all that
20 stuff. And then they'd have what they called a
21 finish cloth they'd put around that mud over it
22 and what have you. And I can't say what the name
23 of it was.

24 Q. Do you know any of the manufacturers' names of any
25 of the products?

1 A. I'd be scared to say.

2 Q. Are there any other products that you can think of
3 right now that you believe Mr. Newell worked with
4 or around in Bowater for those three months?

5 A. There was several products there. But off the top
6 of my head, I can't, you know, swear to what it
7 was. But like I said, a lot of it was out of the
8 box. It'd be hard for me to say what the name
9 brands was.

10 Q. So you don't have a specific recollection of any
11 of the name brands sitting here today?

12 A. No. It's been 30 year ago.

13 Q. Moving on to Riverbend, when did you work with or
14 around Mr. Newell at Riverbend?

15 A. It was in the sixties. Seems like in the late
16 sixties.

17 Q. Do you remember for how long a time period you
18 worked with him at Riverbend? I think you
19 testified earlier that you were only there for six
20 months.

21 A. About three months with him, I think it was.

22 Q. So do you have a specific recollection of working
23 with Mr. Newell at Riverbend for around three
24 months?

25 A. Yeah.

1 Q. And what kind of work did he do over there?

2 A. We was up there on a shutdown. We was running new
3 pipe, tying into existing pipe.

4 Q. And you were doing this with him?

5 A. Yes, sir.

6 Q. So you were working near him for those three
7 months?

8 A. Yeah, I was.

9 Q. And based on your eyewitness accounts, what kind
10 of products do you believe exposed Mr. Newell to
11 any possible asbestos?

12 A. Like I say, up there we was tearing off a lot of
13 insulation. And I can't tell you what kind it
14 was.

15 Q. So you have no clue what the product name would
16 be?

17 A. A lot of it was that Kaylo-looking type. And the
18 nineties was mudded out with the asbestos. But I
19 can't --

20 Q. Is there any other product that you think he was
21 exposed to that made him be exposed to any
22 possible asbestos?

23 A. Them gaskets, I know he was working with them,
24 Flexitallic. Anytime you've got a high pressure
25 steam line, you use Flexitallic.

1 Q. And he personally worked with these gaskets?

2 A. Yeah.

3 Q. Any other kind of product that you think exposed
4 him to any asbestos at this Riverbend site for
5 about those three months?

6 A. (Negative gesture. No verbal response.)

7 Q. Is that a no?

8 A. I don't recall no more.

9 Q. If you don't know, that's fine. Moving on now to
10 Cellriver, Rock Hill. How long did you work with
11 Mr. Newell at Cellriver, Rock Hill -- work with or
12 around?

13 A. Ten, 12 year. Now, we was in and out that period
14 of time. We might go on another job, come back
15 here maybe six months. Might be gone three weeks.

16 But mostly we stayed in Celanese a good bit. And
17 we'd go on these other jobs for shutdowns, you
18 know, in a period of time. I can't -- I'd say
19 between '75 and -- '70, '75 -- we was out there
20 about 15 year, in and out. Seventy-five to '85
21 anyhow.

22 Q. Were you all in the same sort of crew?

23 A. Yeah.

24 Q. And was that a pipe fitting crew?

25 A. Yeah.

1 Q. So he was a pipe fitter?

2 A. Uh-huh (affirmative).

3 Q. What kind of work did you and he do at the

4 Cellriver plant during that time period?

5 A. Tore out old pipe and run new pipe. And they'd

6 tie it in.

7 Q. Did you see him do any other kind of work other

8 than that, or was that his main job?

9 A. That was mostly his main job.

10 Q. Based on your eyewitness accounts, what kind of

11 products do you believe exposed Mr. Newell to any

12 possible asbestos at the Cellriver site during the

13 time period when you worked with or around him?

14 A. They had all kinds out there, but the names I

15 can't come up with.

16 Q. What kinds of products?

17 A. Because Star Davis and Covil, they was in there,

18 you know, the subcontractors. Plus the Celanese

19 insulators. You just had insulators everywhere.

20 Q. So there were people doing insulation work?

21 A. Yeah.

22 Q. Any other kind of product other than insulation?

23 A. What do you mean by that?

24 Q. Any other products that you think may have exposed

25 Mr. Newell to any possible asbestos at this site

1 during that time period.

2 A. Like I said, a lot of that we tore off, we didn't
3 know what it was, you know, as far as what name
4 brand it was.

5 Q. And you're talking about the insulation now off
6 the pipe?

7 A. Yes, sir.

8 Q. Are there any other products that you think he was
9 exposed to that contained asbestos at this site?

10 A. He was exposed to a lot, but I can't --

11 Q. You don't remember?

12 A. No.

13 Q. And the next place we have is Springs Plant in
14 Langston?

15 A. Uh-huh (affirmative).

16 Q. We have Number One, Number Three, Number Six and
17 Number Four. So if we could try to break those
18 down, do you remember when you worked with Mr.

19 Newell at Number One Springs Plant?

20 A. In the seventies and eighties.

21 **MR. ODOM:**

22 That was in Lancaster.

23 **WITNESS:**

24 A. Yeah.

25 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

1 Q. I'm sorry. I said Langston. And how often did
2 you work around Mr. Newell at Springs Plant Number
3 One in the seventies and eighties?

4 A. We was in the same crew. When I was there, he was
5 there.

6 Q. Do you recall how many times you went to Number
7 One Springs Plant?

8 A. A lot.

9 Q. A lot meaning? Is there any way you can quantify
10 that for me?

11 A. Well, sometimes he would go and I wouldn't go. He
12 might be there three or four months. And I'd go

13 in on the weekend because we was on another job.

14 We'd go down -- we'd work four tens on the other
15 job and go to a shutdown job on Friday, Saturday

16 and Sunday.

17 Q. I'm only interested in the times when you can say
18 that you were there as well and you could see him

19 working. Do you recall how often that was at
20 Number One Springs Plant?

21 A. All total I'd say I was with him over two years,
22 you know, in and out of there.

23 Q. And what kind of work did he do at Number One
24 Springs Plant?

25 A. The same thing. Tie-ins, tore out old pipe, put

1 in new.

2 Q. Based on your eyewitness accounts, what kind of
3 products do you believe exposed Mr. Newell to any
4 possible asbestos at the Springs Plant Number One
5 in Lancaster?

6 A. Well, like I know he fooled with the gaskets,
7 Flexitallic gaskets.

8 Q. Any other kind of product?

9 A. Like I said, we was around a lot of that tearing
10 off stuff with the Kaylo on it and the mud they
11 mixed up in buckets with the cloth.

12 Q. Any other kind of product that you think exposed
13 him to any asbestos?

14 A. I can't really just say.

15 Q. So you don't know of any other right now?

16 A. No.

17 Q. How about Springs Plant Number Three, when did you
18 work on that one with Newell?

19 A. A lot on the weekend, weekend job.

20 Q. Do you recall how many jobs you did with him on
21 Number Three?

22 A. No, I don't because, like I said, we were going on
23 the weekend sometimes. He'd be there. I'd be
24 already there or he'd be already there, and I'd
25 come in on weekends.

1 Q. And what time period are we talking about?

2 A. It's hard to answer that. That's been a long
3 time, you know. Sometimes a job would last three
4 months, sometimes six months. All depend on what
5 kind of shutdown it was. Or a lot of times you'd
6 go in and run the pipe and then get ready for the
7 shutdown, something like that.

8 Q. So you don't have a specific recollection of when
9 you were there with Mr. Newell as time period-

10 wise? Do you have a range?

11 A. I couldn't really say. But all total it was a
12 pretty good time. You know, a good bit of time we
13 was there together.

14 Q. What kind of work did he do at the Number Three
15 Springs Plant?

16 A. About the same thing. We done that about
17 everywhere we went. Made tie-ins.

18 Q. Based on your eyewitness accounts, what kind of
19 products do you believe exposed Mr. Newell to any
20 asbestos at the Springs Plant Number Three while
21 you worked with or around him?

22 A. Again, like I say, you know, it was already on the
23 pipe, most of it. And a lot of times the
24 insulators would come in behind us and insulate.

25 Q. Any other kind of product?

1 A. Not off the top of my head.

2 Q. Let's switch to Springs Plant Number Six. When
3 did you work with Mr. Newell on Springs Plant
4 Number Six?

5 A. I just know I was there with him. I can't come up
6 with the date.

7 Q. Do you remember how often you were there with him?

8 A. Sometime it'd be a week, two weeks. It all
9 depended on the job site, you know, whatever we
10 was doing.

11 Q. Do you recall how many times you went to the
12 Number Six Springs Plant?

13 A. Not off the top of my head. I can't say.

14 Q. And what kind of work did he do?

15 A. About the same as the other.

16 Q. And based on your eyewitness account, what kind of
17 product do you believe exposed Mr. Newell to any
18 asbestos at the Number Six Springs Plant?

19 A. About like all the rest of them.

20 Q. And that was the insulation?

21 A. Yeah. Tearing off insulation, tying into existing
22 lines.

23 Q. Anything else? Any other kind of product that you
24 can remember?

25 A. Not off the top of my head, I can't.

1 Q. Springs Plant Number Four, when did you work with
2 or around Mr. Newell at Springs Plant Number Four?
3 A. In the seventies, but I can't give you a date.
4 Q. What kind of work did he do there at Number Four?
5 A. About the same thing.
6 Q. The same kind of work?
7 A. Yeah.
8 Q. Do you recall how often you worked with him in
9 Plant Number Four?
10 A. Be about the same as the other. You know, we
11 called in there on the weekends if they had the
12 job. Because a lot of times they'd go in and run
13 a new line. Then when the shutdown come, we'd
14 have to go in and tear off the insulation and tie
15 into the existing lines with a new pipe. You know
16 what I'm trying to say?
17 Q. Do you have a specific recollection of how many
18 times or for how long each time?
19 A. No. I didn't keep no daily record on it.
20 Q. Is that kind of similar with the other Springs
21 Plants, you really don't have a recollection as to
22 how long you were with him at any particular time?
23 Is that an accurate statement?
24 A. Like I say, we was there on the weekends. And
25 it'd liable be two months, three months, we'd have

1 to go back again. You know, we bid on the job.
2 If we get the job, we went and done -- run new
3 lines, tied it in on the weekends, stuff like
4 that.

5 Q. And going back to the Number Four plant, what kind
6 of products do you believe he was exposed to that
7 exposed him to any asbestos at the Number Four
8 plant -- Springs Plant when you were working with
9 or around him?

10 A. Well, he run across about the same thing
11 everywhere he went.

12 Q. And you're referring to the insulation again?

13 A. Right.

14 Q. Again, do you have any recollection as to type of
15 insulation we're talking about?

16 A. No, sir.

17 Q. Any other products that you can recall that may
18 have exposed him to any asbestos exposure at this
19 or any Springs plant site?

20 A. (Negative gesture. No verbal response.)

21 Q. Is that a no?

22 A. No.

23 Q. And finally, switching to the Cellriver, North
24 Carolina. When did you work with or around Mr.
25 Newell at the Cellriver?

1 **MR. TRAYLOR:**

2 North Carolina or Virginia?

3 **MR. ODOM:**

4 He said Virginia, but then he switched it to North
5 Carolina.

6 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

7 Q. Is it North Carolina or Virginia?

8 A. I believe it was Narrows, Virginia. That's where
9 it's at, Narrows, Virginia. Up in the mountains.

10 Q. Up in the mountain in Virginia?

11 A. Yeah, that's where it's at.

12 Q. So when did you work with Mr. Newell in Virginia
13 in the Cellriver plant?

14 A. Off the top of my head I can't say.

15 Q. You don't recall what year?

16 A. No.

17 Q. Do you recall how often you worked with him?

18 A. We went up there twice.

19 Q. Do you recall how long each time was?

20 A. About two weeks the first time and four days the
21 last time, I believe it was.

22 Q. Two weeks and then four days?

23 A. Or something like that.

24 Q. But you don't recall what year that was?

25 A. No, I don't.

1 Q. Do you know if it was in the seventies, eighties,
2 nineties?
3 A. Seems like it was in the early eighties, but don't
4 hold me against that. I don't -- I can't say.
5 Q. And what kind of work did you do up there on the
6 two times that you all went up there?
7 A. Run new pipe. Tied into existing pipe.
8 Q. And did you work with and around him?
9 A. Yes, sir.
10 Q. The same crew?
11 A. Yeah.
12 Q. What kind of products do you believe exposed Mr.
13 Newell to any possible asbestos at the Cellriver
14 plant in Virginia for the two times that you went
15 up?
16 A. I can't say because it was already on the pipe. I
17 can't say what kind it was.
18 Q. So you have no recollection as to what type of
19 insulation was on those pipes?
20 A. No.
21 Q. Can you think of any other products that you think
22 may have exposed him to any asbestos?
23 A. No.
24 Q. We're almost getting there. Rock Hill Printing
25 and Finish. When did you first work with Mr.

1 Newell at Rock Hill Printing and Finish? Or just
2 give me the time periods when you worked with or
3 around him there.

4 A. We was over there for about three or four weeks.

5 Q. So the only time you worked at the Rock Hill
6 Printing and Finish site with Mr. Newell was
7 during that three or four-week period?

8 A. I was there along, but he was there about that
9 time, about four weeks, I believe it was.

10 Q. Do you recall when that was, sir?

11 A. In the eighties, but I don't know what year.

12 Q. And did you work with or around him during that
13 three to four-week time period?

14 A. Yes, I did.

15 Q. And at this point in time -- you think it was in
16 the eighties; is that correct?

17 A. I believe it was.

18 Q. At this point in time were you all in different
19 crews? Is that why he was only there for --

20 A. He would come in on the weekend. He worked on
21 another job. When we need some more help, he
22 comes in on weekends.

23 Q. And do you specifically recall working with or
24 around him during that three or four-week period?

25 A. Yes, I do.

1 Q. What kind of work did he do over there?

2 A. He was cutting the tubes out of the boiler,
3 capping them off.

4 Q. Any other kind of work that he was doing over
5 there?

6 A. That's about all we was doing when he was over
7 there right then.

8 Q. Do you recall the manufacturer of that boiler?

9 A. Not right off hand, I can't.

10 Q. And you're not aware of any other kind of work
11 that he was doing?

12 A. Best I can recall, that's all. He was in the
13 boiler room for them four weeks.

14 Q. Were you doing any work on the boilers there?

15 A. I was in there working with them, yeah.

16 Q. And this was for about a three to four-week
17 period, you said?

18 A. Yes, sir.

19 Q. Any other products that you think may have exposed
20 him to asbestos at this time when he was working
21 at Rock Hill Printing and Finish?

22 A. They just were digging all the insulation out
23 around the steam drum in the boiler room.

24 Q. Do you know the manufacturers or the product names
25 of that?

1 A. No. I've got it wrote down, but I ain't -- I
2 can't call what the name of it is.

3 Q. And finally, what was the very last site? The
4 Biltmore?

5 A. Sales Biltmore Bleachery.

6 Q. Sales Biltmore Bleachery?

7 **MR. ODOM:**

8 Sales is S-A-L-E-S, Biltmore.

9 **EXAMINATION RESUMED BY MR. FERDERIGOS:**

10 Q. And how long did you work with Mr. Newell at Sales
11 Biltmore?

12 A. We must have been up there at least two months?

13 Q. Two months?

14 A. At least two months.

15 Q. Do you remember what kind of work he was doing
16 there for the two months?

17 A. Yeah. They had what they call a bone yard up on a
18 hill with stainless steel pipe up there. And it
19 was -- all of it was covered with insulation. And
20 they had to go up and tear the insulation off and
21 reuse the pipe.

22 Q. And you were working with and around him doing
23 this for the two-month time period?

24 A. Yeah.

25 Q. What kind of other products do you think exposed

1 Mr. Newell to any possible asbestos?

2 A. Flexitallic gaskets on that job too.

3 Q. Anything else, sir?

4 A. We used -- on a lot of jobs it was asbestos

5 gaskets. On all these jobs we've been through was

6 a asbestos gasket. It come in a blanket. What

7 was the name? It might have been Armstrong,

8 something like that. It come in a blanket. We

9 cut the gaskets out of it. Now, we didn't do much

10 cutting up there. But these, you know, Bowater,

11 Celanese, stuff like that, we cut all the gaskets.

12 And they had what they called a asbestos blanket,

13 I don't know the name of it, we had to put down on

14 the grating when we'd weld.

15 Q. And what plants or what sites did you work with

16 those products?

17 A. About all of them.

18 Q. Do you have a specific recollection of working

19 with those at Bowater?

20 A. Yes, I do.

21 Q. At Riverbend?

22 A. Yes, I do.

23 Q. At Cellriver?

24 A. Yeah.

25 Q. Springs Plants One, Three, Six and Four?

1 A. Yes, sir.

2 Q. Cellriver in Virginia?

3 A. I don't recall it up there. I don't think so.

4 Q. Rock Hill Printing and Finishing?

5 A. No.

6 Q. And you were just talking about Sales Biltmore.

7 Any other kind of products that you think may have

8 exposed Mr. Newell to any asbestos at the Biltmore

9 for the two months when you were working with or

10 around him?

11 A. Not that I know of.

12 Q. You mentioned also Celanese. Did you ever work

13 there?

14 A. Celanese?

15 Q. Hoechst Celanese?

16 A. That's Cellriver in Rock Hill, yeah. Well, the

17 Hoechst, Cellriver. There's three or four names.

18 Q. I just wanted to make sure we were on the same

19 page. Are there any other plants or any other

20 sites where you worked with Mr. Thomas Neville

21 Craig or Kirby Newell, other than what we

22 testified here today -- other than what you

23 testified to here today?

24 A. There's some more, but I can't call their name and

25 the dates.

1 Q. So you can't remember those? Is that an accurate
2 statement now?

3 A. Well, we was on so many, I can't come up and tell
4 you -- I don't -- it's -- you know, what year or
5 what have you, because we was in and out of so
6 many plants.

7 Q. Do you have a specific recollection of working
8 with Mr. Newell or with Mr. Craig at any other
9 site?

10 A. No.

11 Q. If we could just switch quickly to the affidavits
12 that you signed. It's my understanding that we've

13 got two affidavits from you that were signed
14 October 9th, 2000, both of them. Do you remember
15 signing these?

16 A. Yes, I do.

17 Q. And where did you sign these?

18 A. I believe I signed them in Salisbury.

19 Q. Did you sign them at your home?

20 A. I believe I signed them at Salisbury, the lawyer's
21 office.

22 Q. At the lawyer's office?

23 A. (Affirmative gesture. No verbal response.)

24 Q. Was there a Notary there who notarized it for you
25 when you signed it?

1 A. Yes, there was.

2 Q. Now, I'm specifically interested in the affidavit
3 dealing with Thomas Craig and Kirby Newell. If
4 you'll look at paragraph 5, you have a whole bunch
5 of products listed, A through G.

6 A. Uh-huh (affirmative).

7 Q. When you signed this affidavit, do you recall
8 reading that portion of the affidavit where you're
9 referring to your coworkers, Craig and Newell, --

10 A. That's right.

11 Q. -- as working around these particular products?

12 A. Right.

13 Q. Do you have specific recollections of the
14 coworkers working with these products, or is it
15 just something that generally you know, or you
16 believe you know?

17 A. They was around that because -- the reason I know,
18 I seen the pictures of some -- this here

19 (indicating). And we worked right along with the
20 insulators when they had the bags there and the
21 blocks there. And you could see the pictures on
22 the bag. And I know that's what was there.

23 Q. And you're referring to the products listed?

24 A. Yes, sir.

25 Q. Each and every single one of them?

1 A. Yeah.

2 Q. And how did you prepare this affidavit? How did
3 you come up with that list of products?

4 A. Looking at the pictures.

5 Q. You were looking at the pictures? How?

6 A. The products that I remember was on that job site.

7 Q. Were you shown some sort of picture book that
8 refreshed your recollection as to these products?

9 A. That's right.

10 Q. But do you have an independent recollection as to
11 these coworkers specifically working with each of
12 these products?

13 A. They themselves wasn't working with all of it.
14 They was around it.

15 Q. Because I was just trying to put together your
16 prior testimony with these affidavits. If we
17 could switch gears really quick, I just want to
18 ask you a few questions about boilers. Do you
19 need a break?

20 A. No.

21 Q. Before we get into that line of questioning, I
22 just want to define a phrase for you, what I refer
23 to as boiler work. When I use the phrase boiler
24 work, what I'm talking about is tube maintenance
25 or tube repair, working on the tubes inside the

1 boiler, working on the insulation inside of the
2 boiler. Not on the outside of the boiler.
3 A. Right.
4 Q. Or tearing the outer skin or the inner skin of the
5 boiler. Do you understand that definition of
6 boiler work?
7 A. Yeah.
8 Q. Now, based on that definition, do you specifically
9 recall seeing any of the coworkers that we're
10 talking here today about doing any boiler work at
11 any of these sites?
12 A. Kirby Newell was doing it at Rock Hill Printing
13 and Finishing.
14 Q. Any other site that Kirby Newell or Thomas Craig -
15 - did they do any boiler work at any other site?
16 A. They didn't do the work at no other site, no.
17 Q. Next question. Do you specifically recall seeing
18 any of the coworkers that we're talking here today
19 about being in the immediate vicinity when other
20 individuals were doing boiler work at any of the
21 sites that we're talking about?
22 A. Was they around the work?
23 Q. Were they around other individuals doing boiler
24 work --
25 A. Yeah.

1 Q. -- at any of these sites?

2 A. Yeah.

3 Q. And let's take Thomas Craig first. Do you have a

4 specific recollection of seeing Mr. Craig being

5 around any other individuals doing any boiler work

6 at any of these sites?

7 A. He was around it at Bowater and Riverbend.

8 Q. And when exactly -- when you say that he was

9 around individuals doing boiler work, what kind of

10 work were they doing at Bowater? And we're

11 talking about Mr. Craig now?

12 A. Yeah. They was putting tubes in the boiler. And

13 the refractor and all, you know, putting the

14 refractor in.

15 Q. And he was around the area?

16 A. Yeah.

17 Q. He didn't do the boiler work though, did he?

18 A. No, sir. He was working in the area.

19 Q. And how far away do you think he was?

20 A. Sometimes five foot to 50 foot.

21 Q. And how often do you recall them doing this boiler

22 work while he was within the immediate vicinity?

23 A. I can't say. I don't really remember all that.

24 Q. Do you specifically remember him being in that

25 area --

1 A. Right. He was there.

2 Q. -- when they were doing that work?

3 A. Right.

4 Q. But you don't have any idea as to how long that
5 took?

6 A. No, sir.

7 Q. Did that only happen one time at Bowater?

8 A. Yeah.

9 Q. Any other time that you think he was within the

10 immediate vicinity when other individuals were
11 doing boiler work at Bowater other than that one
12 time?

13 A. Not that I can recall.

14 Q. Now, how about Riverbend; do you have a specific
15 recollection of Mr. Craig being within the

16 immediate vicinity when individuals were doing
17 boiler work there?

18 A. He was around it. But I don't know how long up
19 there. He was still there after I left.

20 Q. And what kind of work were they doing on the
21 boiler at Riverbend at the time when he was in the
22 immediate vicinity?

23 A. They was reworking the boiler. We was reworking
24 the pipe around it.

25 Q. Do you specifically recall individuals doing tube

1 repair or tube maintenance when Mr. Craig was
2 within the immediate vicinity?

3 A. Not right off hand. I can't say.

4 Q. Do you specifically recall individuals working on
5 the insulation inside of the boiler when Mr. Craig
6 was within the immediate vicinity?

7 A. Not to my knowledge. I can't say.

8 Q. Do you specifically recall individuals tearing the
9 outer skin of the boiler when Mr. Craig was within

10 the immediate vicinity of the boiler at Riverbend?

11 A. Seems to me like they was. But now, I can't
12 really say that they were because that's been so

13 long. It's hard to --

14 Q. So as far as any possible exposure that Mr. Craig
15 would have had at either Bowater or Riverbend, the

16 exposure is what you testified to here today,
17 within the best of your recollection?

18 A. Yes, sir.

19 Q. Any other times that Mr. Craig would have been
20 near or around any individual doing any boiler
21 work that you're aware of?

22 A. No.

23 Q. And now switching to Kirby Newell. Do you
24 specifically recall seeing Mr. Newell being within
25 the immediate vicinity when any individual was

1 doing any kind of boiler work at any location?

2 A. He was in the area at Riverbend. But now, I don't
3 know how long he was there.

4 Q. So you don't recall?

5 A. How long he was around where they was working out
6 there is what I'm saying.

7 Q. So is it true to say that you don't specifically
8 recall him being within the area when somebody was
9 doing tube maintenance or tube repair, working on

10 the insulation or tearing the outer skin of the
11 boiler?

12 A. I can't say because I really don't know on that.

13 Q. Do you recall how often he may have been in the
14 area? Do you have a specific recollection of him
15 being in the area --

16 A. Well, he could --

17 Q. -- when individuals were doing boiler work?

18 A. He could have been in the area, but I'm not
19 positive. Because he'd go get material, you know,
20 and be passing through and may not know it. I
21 can't answer that.

22 Q. So you don't have a specific recollection?

23 A. Not on that.

24 Q. Is there any other location that you think he may
25 have been around other individuals doing any kind

1 of boiler work?

2 A. No.

3 Q. So I think the last thing that -- one of the

4 things that you said is that he did do boiler work

5 himself at the Rock Hill Printing and Finish?

6 A. Right.

7 Q. And what kind of work did he do again at the Rock

8 Hill Printing and Finish?

9 A. Cutting the steam drums out and capping them off.

10 Q. Was this working inside of the boiler?

11 A. On the top of it, up there at the steam room.

12 Q. And was this for about a three to four-week

13 period?

14 A. Something like that, yeah.

15 Q. Do you recall working side by side with him doing

16 this?

17 A. Yes, I do.

18 Q. Was it every day for a three to four-week period?

19 A. Yeah.

20 Q. Do you recall when you all did this?

21 A. Seem like it was in the eighties. I don't know

22 actually what date. I mean, you know, that's been

23 so long.

24 Q. Were you and he taking any precautions when you

25 all were working with the boilers, such as

1 respirators or any other precautions that your
2 employers were requiring you to take?

3 A. Wore them sometimes. Sometimes we didn't. It's a
4 mask.

5 Q. When you were working on the boilers?

6 A. (Affirmative gesture. No verbal response.)

7 Q. Were you required to wear respirators, when you
8 were working on the boilers, by your employer?

9 A. No.

10 Q. So how would you go about getting a respirator?

11 A. Go on your own to get it if you had some and wear
12 them. If you didn't, we didn't wear them.

13 Q. Do you specifically recall Mr. Newell wearing a
14 respirator while he was working on the boiler at
15 Rock Hill at any time?

16 A. I can't say whether he was or not.

17 Q. Any other kind of work that Mr. Newell may have
18 done on the boiler or around the boiler, other
19 than just on the tubes?

20 A. Not on the boiler, no.

21 Q. I don't have any further questions. I think I'll
22 turn you over to some of the other attorneys.
23 Thank you.

24 **EXAMINATION BY MR. PRESSLY:**

25 Q. Mr. Cornwell, my name is Jim Pressly. Let me go

1 back over some of these jobs and make sure we're
2 clear as to where you were, when and who you were
3 working with. First of all, on this Bowater job
4 that you described in the sixties, you and Mr.
5 Craig, according to your affidavit, you were
6 employed by Daniel at that time?

7 A. Right.

8 Q. Was Mr. Craig also a Daniel employee on this job?

9 A. Yes, he was.

10 Q. How about Mr. Newell when he was there; was he a
11 Daniel employee?

12 A. He was with Daniels and Quality Piping. Two
13 different times.

14 Q. Let's talk about the -- was Mr. Newell there at a
15 different time? He was there twice? The time you
16 described for us in activities you were doing at
17 Bowater, was that when you were with Daniel or
18 with Quality Piping?

19 A. With Kirby?

20 Q. Yeah.

21 A. I know it was Daniel.

22 Q. Let's talk about the Daniel period. That would
23 have been in the sixties at some point?

24 A. Yes, sir.

25 Q. Now, according to the affidavits you submitted

1 today, that you signed before, you indicated in
2 one of these affidavits that while you were at
3 Bowater, that Covil was there?

4 A. Yes, sir. I'm pretty sure.

5 Q. Tell me what they were doing.

6 A. They was a insulating company.

7 Q. And that was during the time period that you were
8 working there with Mr. Craig and Mr. Newell for
9 Daniel?

10 A. Right.

11 Q. Now, I want to move forward and ask you about the
12 Riverbend job site. Looking at the answers to

13 interrogatories in your case, it looks like you
14 worked for Impact?

15 A. Yes, sir, I did.

16 Q. At Riverbend?

17 A. Yes, sir.

18 Q. And that time period apparently was some time
19 between '68 and '70?

20 A. Maybe. I can't recall. It was some -- I can't
21 recall the dates, you know. I just know I was
22 there.

23 Q. But your employer was Impact, to the best of your
24 knowledge?

25 A. That's right.

1 Q. And that would have been -- Mr. Craig and Mr.
2 Newell also worked at Riverbend, as you recall; is
3 that correct?

4 A. Right.

5 Q. Were they also Impact employees?

6 A. I'm pretty sure they were.

7 Q. So you all were doing piping work at Riverbend at
8 that time. Now, in connection with that, you
9 mentioned the fact that your work was basically

10 doing some tie-in work --

11 A. Right.

12 Q. -- and doing some tear out of some old material.

13 Then you said something about insulators were
14 coming along behind you. Who was doing the
15 insulation work at Duke? Were these Duke

16 insulators?

17 A. I think they were sub.

18 Q. Excuse me?

19 A. I think they were subcontractors.

20 Q. Do you know who they were?

21 A. Not right offhand.

22 Q. And then on that job you directly worked with
23 Flexitallic gaskets in your work?

24 A. Yeah.

25 Q. Your other material that you described would

1 either be the material you were tearing out in
2 your work or something the sub was doing coming
3 behind you?

4 A. We would tear out some and they'd tear out some.

5 Q. But you don't know whether -- well, first of all,
6 do you recall if they were subs or if they were

7 Duke's employees or not?

8 A. They might be the subcontractor.

9 Q. But you don't recall who it was?

10 A. No, sir, I don't.

11 Q. That was at Riverbend. Now, the other jobs that
12 you described, particularly with Mr. Newell, are

13 those jobs that you and he did while you were both
14 working for Quality Piping?

15 A. Right.

16 Q. Now, according to the Social Security printout in
17 your case, you started with Quality Piping
18 sometime in 1974?

19 A. Seventy-two or three or four, somewhere along
20 there.

21 Q. And you worked for them from 1974 up until 1996?

22 A. Right.

23 Q. So it was somewhere in that time period that these
24 jobs happened?

25 A. Yes, sir.

1 Q. There's also one employer in there, Peachland
2 Welding and Fabricating, in the seventies --

3 A. Yes, sir.

4 Q. -- where it looks like one of the jobs you talked
5 about -- let me find it here. Let me make sure.
6 While you were working for Peachland during that
7 year, there is a reference in your answers to
8 interrogatories to Celanese in Rock Hill, Springs
9 Mill in Lancaster, Rock Hill Printing and

10 Finishing. So would that have been a -- do you
11 recall if that was a Peachland job or a Quality
12 Piping job, or did you work there for both
13 employers?

14 A. Right about that time there was two fellows that
15 owned the company. And they split up. But most
16 of that's Quality Piping.

17 Q. Most of that was Quality Piping work?

18 A. (Affirmative gesture. No verbal response.)

19 Q. Now, I want to go -- again, on those job sites, it
20 sounds to me like the bulk of your work, while you
21 were doing the tie-ins there, you mentioned at
22 Rock Hill, for example, you said you were doing
23 some tear out and putting in new piping. Then you
24 said Star Davis, Covil and Celanese people were
25 coming behind you at that job site.

1 A. Right.

2 Q. What about at Springs? Was insulation work done,
3 or were you all just doing your part of it and
4 they were doing it later?

5 A. We would tear off where we needed to tie in at,
6 and the insulators would come back and insulate.

7 Q. Do you know who was doing the insulation at
8 Springs?

9 A. They would get different ones. Springs would do
10 some of their work. And they'd get different
11 subcontractors to do it.

12 Q. Do you know the names of any of the subcontractors
13 other than the Springs employees?

14 A. No, sir.

15 Q. The same question at Rock Hill Printing and
16 Finishing. Do you recall whether any insulators
17 were working behind you on that, or was that
18 separate?

19 A. They was working with us and behind us.

20 Q. Do you recall who that was?

21 A. Well, Star Davis was on that job out there. Covil
22 was out there. Celanese had their own.

23 Q. I'm talking about Rock Hill Finishing and
24 Printing. I'm sorry.

25 A. Oh, we didn't -- that boiler was about the biggest

1 job we had there. It wasn't no insulation going
2 on.

3 Q. So that was just you all working at that job site?

4 A. Right.

5 Q. There were no other crafts working around you?

6 A. (Affirmative gesture. No verbal response.)

7 Q. And one thing you said, earlier in your
8 deposition, about that Rock Hill Printing and
9 Finishing job was when you were mentioning the

10 fact that you were digging out insulation around
11 the steam drum, you said, "I've got it --" when
12 you were asked the products, you said, "I've got

13 it wrote down, but I can't recall." What have you
14 got written down about products there?

15 A. It was a white powdery, little fine mesh in it
16 that they was digging out. When they was digging
17 it out, it looked rough. I mean, it was all in
18 the air.

19 Q. When you said, "I've got it wrote down," where
20 have you got that written down about what that
21 was?

22 A. I've got it wrote down in my own personal notes.

23 Q. Tell me about your personal notes. Do you have
24 personal notes about types of products on all your
25 jobs?

1 A. No, sir.

2 Q. How did you come to have them on this particular -

3 -

4 A. Because it was so rough there that day.

5 Q. You wrote down the name of what it was?

6 A. I just wrote down what conditions it was.

7 Q. Oh, I see. Because the conditions were so bad?

8 A. That's right.

9 Q. Who were you working for at Rock Hill Finishing?

10 That was Quality Piping?

11 A. Quality Piping.

12 Q. Did you give that to your employer and say, "This

13 was bad news today"?

14 A. Yes, sir.

15 Q. When you were working on that job, did you use a

16 respirator on that job?

17 A. After I seen it so bad, I went and got me one,

18 yeah.

19 Q. You got that from your employer?

20 A. No.

21 Q. Who did you get it from?

22 A. I went to town and bought it.

23 Q. Oh, I see. Did they ever tell you what it was?

24 A. No, sir.

25 Q. Did you ever find out whether or not it contained

1 asbestos, whatever was being removed?

2 A. We mentioned it to them. They said, "It ain't
3 killed you in 30 years, it ain't going to hurt you
4 now."

5 Q. Who said this?

6 A. Some of the fellows there at the company.

7 Q. That you were working with?

8 A. Yes, sir.

9 Q. Now, the Sales Biltmore Bleachery job, that was

10 Quality Piping as well?

11 A. Right.

12 Q. And that one, as I understand it, basically, they

13 had an old bone yard, and your job was just to
14 strip what was out there off?

15 A. And reuse the pipe.

16 Q. So there were no other -- that didn't involve your
17 working around insulators when you were doing your
18 work?

19 A. No.

20 Q. That was just your straight up work. And then the
21 Celanese, Narrows, Virginia, job, I'm not sure

22 exactly what -- that was more tie-in work?

23 A. Yeah.

24 Q. Was there any insulation going on, or were you
25 just doing --

1 A. We just tore off insulation.

2 Q. Other than the insulation groups that you've
3 referred to, do you recall any other groups
4 working around you that were using insulation or
5 working with the insulation that could have caused
6 any exposure to asbestos on those jobs?

7 A. There was some more, but I don't recall the name.

8 Q. That's all I have right now. Thank you.

9 **MR. ROMNESS:**

10 No questions.

11 **MR. CARDWELL:**

12 No questions.

13 **MR. HARRELL:**

14 No questions.

15 **EXAMINATION BY MR. FREEMAN:**

16 Q. Mr. Cornwell, my name is Will Freeman.

17 **MR. ODOM:**

18 Can you hear him?

19 **WITNESS:**

20 A. Yeah.

21 **EXAMINATION RESUMED BY MR. FREEMAN:**

22 Q. I want to ask you a little bit more about the
23 insulators. Can you tell me where did you and Mr.
24 Newell work around Covil insulators or Covil
25 Insulation?

1 A. Where we worked where?

2 Q. You and Mr. Newell -- you said that you and Mr.
3 Newell worked around Covil Insulation. Can you
4 tell me some of the sites that you -- you just
5 went through it with Mr. Pressly, but if you will
6 tell me again.

7 A. Cellriver Plant in Rock Hill.

8 Q. Was that the only place, or did you also say --
9 was there any other place than the Cellriver Plant
10 in Rock Hill where you and Mr. Newell and Covil
11 were in the same place? If you don't know, then -
12 -

13 A. I'm trying to make sure.

14 Q. Take your time.

15 A. That's it.

16 Q. And this is the job where you were in and out over
17 a 15-year period; is that right?

18 A. At Cellriver?

19 Q. Yes.

20 A. Yeah.

21 Q. And you were working for Quality Piping that
22 entire time?

23 A. Right.

24 Q. How did you know that Covil was there?

25 A. Because they had a shop set up out there.

1 Q. And did it have a sign on it that said Covil
2 Insulators?

3 A. Yes, it did.

4 Q. Were they there the entire period?

5 A. No.

6 Q. When was Covil there?

7 A. They was like us. The bidded on jobs. They come
8 in and out.

9 Q. And you were there from about 1970 or '75, you

10 said, until about 1985; is that right?

11 A. In and out.

12 Q. Do you have a specific memory of a time when you

13 were present, Mr. Newell was present, and there
14 was a Covil insulator nearby?

15 A. Yes. They was in the AR and CA building over
16 there.

17 Q. The AR and CA?

18 A. Right.

19 Q. What are those buildings? Are they separate
20 buildings?

21 A. Separate buildings. Chemical building.

22 Q. How big is the AR building?

23 A. Oh, Lord, it's huge is all I can tell you. About
24 four floors high. And must be football and a half
25 wide, six or eight long, something like that.

1 Q. Six or eight football fields long and a football
2 field or so wide, you said?

3 A. Football field or so wide and three or four
4 football fields long. A big building.

5 Q. And Covil was doing work at the same time as you
6 and Mr. Newell?

7 A. Yes, they were.

8 Q. Were they near you and Mr. Newell?

9 A. Yes, they were.

10 Q. How close would they be?

11 A. Sometimes be working on the same pipe we'd be
12 working on. You know, pretty close to it.

13 Q. And can you tell me how many times did this
14 happen; a few times, a lot of time?

15 A. Several times.

16 Q. Is that more than ten or less than ten?

17 A. The periods of time I was out there, I'd say more
18 than ten.

19 Q. So you have a memory -- you can picture in your
20 mind a memory of you and Newell and Covil more
21 than ten times at the Celanese plant?

22 A. Right.

23 Q. And they were working near you?

24 A. Yes, sir.

25 Q. Do you know what they were doing? Could you see

1 what they were doing?

2 A. Yeah. They was insulating pipe.

3 Q. Do you know what they were putting on the pipes?

4 A. Well, they was using Kaylo. They was using that

5 mash you mix up with water. Use a blanket or a

6 little thin rag behind the ninety, smooth it out.

7 Then they come back with this gray stuff and put

8 it on. You could see what they was doing.

9 Q. And did you think there was asbestos in those

10 products?

11 A. I'd say yeah.

12 Q. Did someone tell you that, or do you think that?

13 A. I knowed that.

14 Q. How do you know that?

15 A. By looking at it.

16 Q. Was Mr. Newell -- were you the foreman that Mr.

17 Newell was on your crew or --

18 A. I was foreman on some jobs, yeah.

19 Q. And some jobs you worked side by side, and there

20 was a third foreman?

21 A. That's right.

22 Q. Do you know where Covil was getting the material

23 it was putting on the pipes?

24 A. Over at their shop.

25 Q. They got it from the Celanese shop or site?

1 A. They brought it in on trucks.

2 Q. So from this ten or 15-year period while Covil was
3 insulating, let's just say in the early 1970's,
4 how many times do you think that you and Mr.
5 Newell and Covil were all together?

6 A. That's hard to come up with.

7 Q. If you could just -- do you think it was more than
8 ten or less than ten?

9 A. What do you mean more than ten? Are you talking
10 about 30 minutes, a hour, all day, or what?

11 Q. I guess each time that you were around them, how
12 many days did you spend any time at all with them
13 where they were doing work and you were doing
14 work?

15 A. Sometimes it'd be a week or two at a time. And
16 again it'd be a day at a time. Sometimes two
17 hours. According to what they was doing, if they
18 was roughing a tie-in back in or whether they was
19 on a big job or what.

20 Q. And this was true throughout that period from the
21 seventies to the eighties?

22 A. Somewhere in there.

23 Q. Do you think it was before 1975 that you were
24 around Covil, or after 1975?

25 A. I'd say it was after '75.

1 Q. Around?

2 A. In that neighborhood, give or take. I can't say
3 exactly when. That's hard to come up with.

4 Q. That's fair. Do you know how many Covil employees
5 were out there each time?

6 A. No, sir, I don't.

7 Q. Now, if we could talk about Mr. Craig. You said
8 he was around Covil also, or did I mis-remember?

9 A. I don't believe he was around Covil.

10 Q. You said you don't believe he was around Covil?

11 A. I don't believe he was.

12 Q. The insulation pipe material that you ripped off,
13 you said you would take off insulating material on
14 pipes in your job and, if I remember, you said you
15 did not remember any of the names of the stuff

16 that you took off?

17 A. I mean, how could I tell and it on the pipe.

18 Q. I didn't know if somebody told you or --

19 A. No. Back when I come through, you had to giddy up
20 and go, or you didn't stay. They'd run you off.

21 Q. That's all the questions I have. Thanks.

22 **MR. YARBOROUGH:**

23 No questions.

24 **EXAMINATION BY MR. TRAYLOR:**

25 Q. Mr. Cornwell, my name is David Traylor. In your

1 affidavit you reference Armstrong products. What
2 products do you mean when you say Armstrong
3 products? What does Armstrong bring to mind?

4 A. You mean what kind of material?

5 Q. Yes, sir. I thought I heard you say -- you were
6 talking about some gaskets. And I thought I heard
7 you mention the name Armstrong. But I don't know
8 whether you were connecting those two or what.

9 A. I don't think I mentioned that about gaskets.

10 Q. Then that's my mistake. I'm sorry. Then what do
11 you mean when you say Armstrong products?

12 A. Which one was that?

13 Q. It's D. It's says, "Armstrong products."

14 A. I'm trying to recollect. I seen the picture but I
15 can't come up -- I can't answer that truthfully
16 right now.

17 Q. I understand. Do you need some time to think
18 about it, or you're saying you can't remember?

19 A. I can't remember right now.

20 Q. Do you remember what the pictures looked like?

21 A. Yeah.

22 Q. What were they of?

23 A. When I seen the pictures, I did. But right now, I
24 can't.

25 Q. In other words -- let me make sure I understand

1 what you're saying. You looked at a picture book.

2 A. Right.

3 Q. And when you saw the name Armstrong, that rang a

4 bell?

5 A. Yes.

6 Q. But today you don't remember -- you don't

7 associate any particular types of products with

8 Armstrong; is that right?

9 A. Not right off the top of my head. I'd be scared

10 to answer that. It might not be right.

11 Q. Do you have any idea whether any products that you

12 might associate with the name Armstrong would have

13 contained asbestos?

14 A. When I was looking at the picture, it rung a bell

15 that it would, yeah.

16 Q. And why do you say that?

17 A. From seeing the picture and being around it. But

18 right now I can't.

19 Q. Did you ever do any cold water lines?

20 A. Yeah.

21 Q. Did you use -- was insulation used on cold water

22 lines?

23 A. On cold water lines?

24 Q. Yes, sir.

25 A. Outside, yeah.

1 Q. Do you have any idea whether that would have
2 contained asbestos?

3 A. Not off the top of my head, I can't say. So I
4 think he used a lot of fiberglass on there.

5 Q. You wouldn't need to use asbestos-containing
6 insulation on a cold water line, would you?

7 A. No.

8 Q. Did you do some of that kind of work?

9 A. Yes, sir.

10 Q. Do you know whether Mr. Craig and Mr. Newell would
11 have done that type of work also?

12 A. No, I don't.

13 Q. You don't know yourself?

14 A. No, sir.

15 Q. But would pipe fitters work on cold water lines?

16 A. Oh, yeah, you run cold water lines doing pipe
17 work. You run all kind of lines. Steam, water,
18 you know, condensate, acid lines. All kind of
19 lines you run when you're in pipe work.

20 Q. And I think you said, which is very
21 understandable, that when you do some tear-off
22 work, you don't know the brand name of the
23 manufacturer of any of the material you're tearing
24 off, do you?

25 A. I mean, there's nothing there to indicate what it

1 is.

2 Q. Thank you, sir.

3 **EXAMINATION BY MR. CALDWELL:**

4 Q. How are you doing, Mr. Cornwell. My name is
5 Darryl Caldwell. I just have several quick
6 questions for you. You mentioned that you worked
7 with Mr. Tommy Craig at Bowater.

8 A. Right.

9 Q. How many boilers were at Bowater?

10 A. Well, I'm pretty sure there was three there. But
11 they've added more on different phases, I think.

12 Q. Did you all work on all three boilers while you
13 all were there?

14 A. I worked around them.

15 Q. Did you all work around all three boilers while
16 you all were there?

17 A. Right.

18 Q. And you mentioned you were there for about six
19 months?

20 A. Over in that area, yeah.

21 Q. And I'll draw your attention to Mr. Kirby Newell.
22 You mentioned you all were around boilers there.
23 Are we talking about the same boilers?

24 A. I don't think I said Kirby was over at Bowater,
25 did I?

1 Q. I have Kirby Newell, 1967. You were there about
2 three months. You don't recall that testimony?

3 A. He worked in that area. He didn't work on no
4 boilers.

5 Q. Did he work around boilers?

6 A. Yeah, he was working around the boilers over
7 there.

8 Q. So I guess what I'm trying to draw, are you
9 talking about the same time period Mr. Craig, Mr.

10 Newell and you were working around boilers at
11 Bowater, or around boiler work?

12 A. Pretty near, yeah.

13 Q. Do you happen to remember what type of boilers?

14 A. No, I don't.

15 Q. Looking at Mr. Kirby Newell at Rock Hill Printing
16 and Finishing, do you remember how many boilers
17 were there?

18 A. There were five or six there. But we only worked
19 on one.

20 Q. Only worked on one?

21 A. Right.

22 Q. Were the five or six boilers the exact same --
23 were they the same type of boilers?

24 A. I don't know. We didn't work on them.

25 Q. Do you remember the name of that boiler?

1 A. No, I don't.

2 Q. Thank you. Those are the only questions I have.

3 MR. ODOM:

4 Trudy, do you have any questions?

5 MS. ROBERTSON:

6 Brian, I just have a couple of questions.

7 MR. ODOM:

8 Okay. Go right ahead.

9 EXAMINATION BY MS. ROBERTSON:

10 Q. Mr. Cornwell, my name is Trudy Robertson. Can you
11 hear me okay?

12 A. Yes, ma'am.

13 Q. You mentioned a cloth and an asbestos blanket in
14 your testimony.

15 A. Yes, ma'am.

16 Q. I just have a couple of follow-ups on that
17 testimony. Do you know the manufacturer or a
18 brand name of any of the cloth that you mentioned?

19 A. No, ma'am. It come in a roll and we'd just go
20 down to the supply room, they'd cut us off a
21 piece, whatever we asked for. Might be as big as
22 that window or big as this table. It was asbestos
23 blanket, they called it.

24 Q. And you do not know the manufacturer or brand name
25 of that product?

1 A. No, ma'am.

2 Q. Okay, sir, that's all the questions I have.

3 **REEXAMINATION BY MR. PRESSLY:**

4 Q. One or two follow-up, Mr. Cornwell. I want to
5 make sure I understand your testimony here. With
6 regard to Mr. Craig, when he was working over at
7 Bowater and you said you all were doing plumbing,
8 running a plumbing line, based on what you've
9 described, is what you're saying that his work
10 there that might have involved asbestos would have
11 been his work with gaskets and what he was doing
12 with the pipes themselves?

13 A. Yes, sir.

14 Q. Because in earlier questioning, your response to
15 some questions, apparently he was not working
16 around insulators when you all were doing that
17 work there; is that right?

18 A. He was -- I'd say the insulators was in that area.
19 Because see, we was building the job, and they was
20 right -- everybody had to get their own job done.

21 Q. Do you recall if, where Mr. Craig was working
22 during this six months, there were or were not
23 insulators around specifically?

24 A. Run that by me again.

25 Q. Do you recall, at Bowater during the six months

1 that you and Mr. Craig worked together, whether or
2 not you all were working around insulators or not?

3 A. Yeah, we was around them over there.

4 Q. Do you recall who they were?

5 A. No, sir, I don't.

6 Q. Then let me ask you this. You signed an
7 affidavit, and I want to show it to you.

8 A. All right.

9 Q. Look at the paragraph number -- I think it's
10 number four. Number five. I'm sorry.

11 **MR. ODOM:**

12 Can you see number four?

13 **REEXAMINATION RESUMED BY MR. PRESSLY:**

14 Q. Where it says you worked at Bowater. Now look at
15 number five. Can you testify today whether or not

16 that's accurate? I believe you said you didn't
17 recall if Covil was there. And this affidavit
18 says you do. Were they or weren't they at

19 Bowater?

20 A. They was at Bowater, yes.

21 Q. Now, earlier you testified that you didn't think
22 they were.

23 A. They was at Bowater.

24 Q. Can you recall when they were at Bowater?

25 A. No, sir.

1 Q. So what you're saying is you recall them being
2 there, you just don't recall when?

3 A. Right.

4 Q. So you can't say whether or not you recall whether
5 they were there when Mr. Craig or Mr. Newell were
6 there?

7 A. Best as I can remember, they was there.

8 Q. The other thing you said was you recall a product
9 called Kaylo, right?

10 A. Yes, sir.

11 Q. And if you'll look at your affidavit, it's not on
12 the list anywhere.

13 A. Uh-huh (affirmative).

14 Q. Why is that?

15 A. I don't know. So many questions come up, I can't
16 -- you know, I didn't put them all down, I reckon.

17 Q. Were there other products that you saw that you
18 recall on that job site that are not listed in
19 your affidavits?

20 A. I couldn't call the name of it.

21 Q. I mean, were there other photographs you saw that
22 you identified of products that would have been on
23 these job sites that are not on this list?

24 A. No, sir.

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

1 REEXAMINATION BY MR. FERDERIGOS:

2 Q. I've got a follow-up question or two. These
3 questions just deal with brakes. Do you
4 specifically recall the coworkers that we're
5 talking about here today ever working on any
6 brakes -- any kind of brake product?

7 A. Any kind of what?

8 Q. Brakes, like mechanical brakes on a car or brakes
9 on the --

10 A. No. I wasn't that close to them.

11 Q. Do you specifically recall ever seeing your
12 coworkers within the immediate vicinity when other
13 individuals were working on any kind of brakes?

14 A. No.

15 Q. That's all the questions I have.

16 (THERE BEING NO FURTHER QUESTIONS, THIS DEPOSITION WAS
17 CONCLUDED AT 11:24 A.M.)

CERTIFICATE

I, the undersigned, Joy B. Donovan, CSMR, Notary Public in and for the State of South Carolina, do hereby certify that the foregoing deposition was taken on the aforementioned date;

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 (if requested by counsel) and made a part of this 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.

COPY

Joy B. Donovan, CSMR
Notary Public for South Carolina
My Commission Expires: 9/04/2004

(Seal)

May 23, 2002

EXHIBIT 45

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF YORK

SIXTEENTH JUDICIAL CIRCUIT

TIMOTHY W. HOWE,
as Personal Representative
of the Estate of WAYNE E.
HOWE, deceased, and
JEANETTE HOWE, surviving
spouse,

C/A NO.: 2015-CP-46-03456

Plaintiffs,

In Re:

vs.

Asbestos Personal Injury
Litigation Coordinated
Docket

AIR & LIQUID SYSTEMS
CORPORATION, et al.,

Defendants.

VIDEOTAPED

DEPOSITION OF: 30(B)(6) OF COVIL CORPORATION
(BY JAMES P. COVIL)

DATE: February 7, 2018

TIME: 9:22 a.m.

LOCATION: Gallivan White Boyd
55 Beattie Place
Suite 1200
Greenville, South Carolina

TAKEN BY: Counsel for the Plaintiffs

REPORTED BY: Elaine L. Grove-DeFreitas
Certified Court Reporter

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF YORK

SIXTEENTH JUDICIAL CIRCUIT

ROXANNE FALLS, Individually
and as Personal Representative
of the Estate of CHARLOTTE GAYE
SMITH, deceased,

Plaintiff,

vs.

C/A NO.: 2015-CP-46-02155

CBS CORPORATION,
et al.,

In Re:
Asbestos Personal Injury
Litigation Coordinated
Docket

Defendants.

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF YORK

SEVENTH JUDICIAL CIRCUIT

JAMES COLEMAN SIZEMORE, as
Personal Representative
of the Estate of JAMES CALVIN
SIZEMORE, decedent,

Plaintiffs,

C/A NO.: 2016-CP-25-0440

vs.

In Re:
Asbestos Personal Injury
Litigation Coordinated

BOWATER PAPER MILL,
Docket, et al,

Defendants.

Mesothelioma Death

(Jury Trial Demanded)

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1

2 The deponent does not waive reading and signing of
3 this deposition.

4 * * * * *

5 MS. DEAN: This is Jessica Dean for the
6 plaintiffs. I just want to put a couple of
7 stipulations on the record. First of all, this
8 deposition has been cross-noticed in the Howe,
9 Sizemore and Smith case, also references the Falls
10 case.

11 Second, we have agreed that an objection
12 by one defendant is good for all unless someone
13 specifically ops out. And of course everyone always
14 has the opportunity to ask the objector to identify
15 themselves if they would like to. But if not, the
16 record can read "defense objection."

17 We also reached an agreement with Covil
18 that the records that they produced in this case,
19 which have Bates ranges that we can easily reference
20 are authentic business records. And I think that is
21 it for the preliminaries. Have I missed anything?

22 MR. RHENEY: (Mr. Rheney shakes head.)

23 MS. DEAN: No? Okay. Then I think we
24 are ready to go on the record.

25 We have also agreed that appearances and

1 into the field and worked and observed for maybe
2 three weeks or so and actually did put on some pipe
3 covering. It was fiberglass pipe covering. And
4 that was about the extent of my working in the
5 field.

6 Q. Was that just educational? They wanted
7 to give you an idea?

8 A. Pretty much, uh-huh.

9 Q. How do you remember, after all of this
10 time, that it was fiberglass?

11 A. Because we were using -- putting it on
12 like cold water pipes for a chilled water boiler or
13 something to that effect.

14 Q. And I think I follow the logic, but
15 fiberglass was typically what was used if it was a
16 cold application --

17 A. Right.

18 Q. -- where asbestos was used when you had
19 high temperature?

20 A. Yes.

21 Q. Okay. And so it's not that you
22 specifically have a memory. It's that you've
23 learned the business well enough to know that
24 because it was cold, that's going to be fiberglass?

25 A. True.

1 Q. Okay. Do you remember anything about
2 how the work was done? In other words, how they
3 either took off the old insulation or the mechanism
4 by which they put it back on?

5 MR. RHENEY: Object to the form.

6 THE WITNESS: I don't remember anybody
7 in Covil removing any insulation. But I do know,
8 from just one of the people I've talked with and
9 being in the business for a while, that the process
10 they go through as far as installing installation.

11 BY MS. DEAN:

12 Q. So from your own personal knowledge, let
13 me start there and then I'll broaden it to what
14 you've learned from being in the business, but do
15 you remember how they went about putting it on?

16 A. Well, you have your pipes and you have
17 your pipe covering based on the size of the pipes.
18 And you either put the -- they come in three-foot
19 lengths, and you either apply that or you cut it to
20 fit the size of the pipe. The pipe covering comes
21 in various different sizes based on the size of the
22 pipe. And most fiberglass has an all-service jacket
23 on it, which is a paper jacket. And it has a
24 self-seal out, which is like a two-inch piece of
25 tape on the end of it. And when you connect the

1 BY MS. DEAN:

2 Q. Are you aware of anybody that has passed
3 away because of mesothelioma?

4 A. No, not off the top of my head.

5 Q. Okay. What about lung cancer?

6 A. No.

7 Q. What about asbestosis?

8 A. No.

9 Q. I was told, I thought from Danny White,
10 but maybe I misunderstood, that your father passed
11 away --

12 A. Yes.

13 Q. -- from an asbestos-related disease.

14 A. Well, I wasn't including him.

15 Q. Okay. Okay. I also thought one of the
16 board of directors, like Johnson or somebody else?

17 A. Russell Johnson?

18 Q. Yes, Russell Johnson had passed away
19 from asbestos-related disease.

20 A. I don't have no knowledge of that. I
21 don't know why he passed. I knew he passed away. I
22 didn't know why.

23 Q. Has Covil made any of effort to figure
24 out how many of its employees have at least claimed
25 to have passed away from an asbestos-related

1 disease, whether lung cancer, asbestosis or
2 mesothelioma?

3 A. Not to my knowledge.

4 Q. Okay. Was Covil aware that,
5 predominantly, the overwhelming cause of
6 mesothelioma is asbestos exposure. It's called a
7 signal tumor because the tumor signals what caused
8 it?

9 MR. RHENEY: Object to the form.

10 THE WITNESS: I can't answer that. I'm
11 not a doctor, so I don't have any idea.

12 BY MS. DEAN:

13 Q. And I'm not asking in terms of how,
14 medically, they have established it. But what I am
15 interested in is whether Covil, in the decades that
16 they were working in the insulation industry, at
17 some point understood that there was a disease
18 called "mesothelioma," and it was overwhelmingly
19 caused by asbestos exposure.

20 MR. RHENEY: Object to the form.

21 THE WITNESS: Well, my dad, in his
22 testimony, stated that he started hearing noise from
23 various people in 1966 about asbestos being harmful,
24 and that's the only information I have.

25 BY MS. DEAN:

1 Q. I remembered that work too.

2 What about when you started in the '67,
3 '68 time frame? I understand you are literally a
4 kid at that point. You're a high school kid. But
5 do you remember hearing, in that time frame, that
6 there were concerns about asbestos causing health
7 issues?

8 A. No. Like I said, I was a high school
9 kid, and I wasn't focused on that. I heard no
10 conversation about asbestos, per se, didn't see any
11 asbestos.

12 Q. But you, as a part-time employee for the
13 company, were never put in the situation where you
14 were working with asbestos?

15 A. No.

16 Q. But you're aware, at least in that time
17 frame, that there were dozens of men working for
18 Covil that were doing insulation work and high
19 applications of asbestos.

20 A. There was a lot of men working for Covil
21 at that time.

22 Q. When was your father diagnosed?

23 MR. RAINSFORD: I'm sorry. Did you say
24 "diagnosed"?

25 MS. DEAN: Yeah. I'm not looking for a

1 BY MS. DEAN:

2 Q. My understanding is that you wrote some
3 notes and were to try to track what you could learn
4 about the different locations where my clients
5 worked --

6 A. Right.

7 Q. -- since there are multiple locations.
8 And you have those now?

9 A. Yes.

10 Q. Okay. The first location I want to ask
11 you about is Bowater. Or if it is easier, if you
12 can just tell me, for each location for Mr. Howe,
13 what you were able to find. I can take notes, and
14 we can go from there.

15 A. Where he worked at?

16 Q. Yeah.

17 A. That we worked at?

18 Q. Yes.

19 A. Okay. American Enka and Celanese Rock
20 Hill, Bowater Rock Hill. And we couldn't find
21 anything on Celanese Virginia, so that's iffy
22 whether we were even there or not.

23 Q. And were you able to find anything about
24 Crown Cork & Seal?

25 A. No. I know nothing about Crown Cork.

1 Q. And I'm assuming just how you picked up
2 that first document. Did you organize these
3 separately by location -- by plaintiff? In other
4 words, do you have a Howe set, a Sizemore set?

5 A. Yes. Howe set aside the -- was made up
6 of the jobs that he worked on.

7 MS. DEAN: Okay. Can we go ahead and
8 mark that as Exhibit 47?

9 MR. RHENEY: Wait. Which one is that?
10 He has got several things there. You've got them
11 broken down, Howe --

12 THE WITNESS: Yes. Right.

13 MR. RHENEY: Okay. Okay. Cool.

14 MS. DEAN: Do you mind handing me Howe
15 and I'll put the --

16 THE WITNESS: Sure.

17 (Plaintiff's Exhibit No. 47, Memorandum, was marked)

18 BY MS. DEAN:

19 Q. So I see that these kind of have
20 references to the depositions. Are the check marks
21 where you found records as well? Is that --

22 A. We didn't find records. When I got
23 this, Crown Cork was checked. However, we never
24 found any records on them.

25 Q. Okay. So I see, in Exhibit 47,

1 references to testimony. How did you go from there
2 to be able to tell me: "We were at American Enka,
3 Celanese Rock Hill, and Bowater"?

4 A. Based on part of his deposition.

5 Q. Okay.

6 A. At -- we either -- at some of these
7 places, we were either insulation contractors or we
8 supplied material to the contractor.

9 Q. Okay. For American Enka, which one of
10 the two was it?

11 A. Asheville.

12 Q. Did they provide the actual materials or
13 were they the contractor?

14 A. I'm not real sure.

15 Q. Do you know during what years they were
16 in American Enka -- Covil?

17 A. Yeah. He says -- well, he says he was
18 there '62 to '65.

19 Q. Right.

20 A. So I'm not real sure. And I don't have
21 that on my other notes.

22 Q. How were you able to even confirm the
23 baseline that Covil had a relationship with American
24 Enka?

25 A. It was in our records, some of our

1 records, and then it was in some of his deposition.

2 Q. Okay. What were you able to learn from
3 your records?

4 A. That -- just that we supplied material,
5 but I'm not sure if we worked there, if we had,
6 actually, insulators there.

7 Q. Okay. What materials were supplied?

8 A. He just said that he saw material being
9 delivered in boxes, pipe cover material being
10 delivered. But I have no idea whether it was
11 fiberglass or calcium silicate. We found no records
12 pertaining to that back in the '60s, because if they
13 were, they were all burned up in the fire. So --

14 Q. So you have no basis to dispute what he
15 testified to.

16 A. Right.

17 Q. Did you see that your father's testimony
18 about the relationship with American Enka in his
19 deposition?

20 A. I remember seeing it, but I don't recall
21 what he said.

22 (Plaintiff's Exhibit No. 5, Volume 2 of Deposition
23 Palmer Covil, was marked)

24 BY MS. DEAN:

25 Q. I'm going to hand you what I have marked

1 as Exhibit 5, which is just volume 2 of that
2 deposition, and direct to you page 142. And you can
3 see there -- I'm sorry. Give me one moment. I'm on
4 the wrong page.

5 If you start on page 141, you can see a
6 discussion between the lawyer about requested files
7 about a variety of jobs, ten different jobs. And
8 then Mr. Covil is asked: "Can you tell us what's on
9 this list"?

10 And he starts listing off different
11 things that are on the list.

12 Do you see where I'm at?

13 A. Yeah.

14 Q. And one of things that he lists is
15 American Enka in Asheville. And that was probably a
16 very -- a good stack, because we did work in just
17 about -- we did work in there just about all the
18 time.

19 Do you see that?

20 A. I don't see anything listing --

21 Q. It's on page --

22 A. 141?

23 Q. -- 142, lines 10 to 11.

24 A. Oh. 142.

25 Q. So to make a cleaner question, in trying

1 to discuss what different job files the company had,
2 what the former president of the company said in
3 1977, under oath, is that they were at American Enka
4 in Asheville, and there is probably a good stack
5 because -- and this is a quote, "because we do work
6 in there just about all the time."

7 Do you see that?

8 A. Yes, I do.

9 Q. Any basis to dispute that?

10 A. No.

11 Q. Okay. So in addition to your notes of
12 the testimony of Mr. Howe about doing work there and
13 seeing Covil's presence, you have the former
14 president's testimony kind of reassuring that they
15 did have a regular presence there. Right?

16 A. Right.

17 MR. RHENEY: Object to the form.

18 BY MS. DEAN:

19 Q. Now that I've given more context to
20 this, when he says that there is a good stack, any
21 idea where that stack is, given that we knew it
22 survived the fire?

23 MR. RHENEY: Object to the form.

24 THE WITNESS: I have no idea.

25 BY MS. DEAN:

1 Q. Okay. Do you have any information, from
2 your research about the nature of the business of
3 American Enka, what they were doing there?

4 A. I'm pretty sure that they were like
5 doing pipe covering and maybe a boiler or two.

6 Q. And given what you know about the
7 industry and doing that type of work, particularly
8 in the '60s time frame, it's almost certain that
9 that was an asbestos-containing material?

10 MR. RHENEY: Object to the form,
11 speculation.

12 THE WITNESS: I don't know that for a
13 fact.

14 BY MS. DEAN:

15 Q. I understand that without documents we
16 don't know that for a fact.

17 A. Right.

18 Q. But given your understanding of an
19 industry, that would be the first thing you would
20 assume?

21 MR. RHENEY: Object to the form.

22 THE WITNESS: I still can't say. It's
23 very possible they used a little bit of everything,
24 but I don't know for sure.

25 BY MS. DEAN:

1 Q. What else does Covil believe would have
2 worked in high heat situations in the '60s, for
3 instance, that would have been used in a boiler that
4 would have worked in that time frame?

5 MR. RHENEY: Object to the form.

6 THE WITNESS: The only thing that I know
7 that they used, at that particular time, was calcium
8 silicate.

9 BY MS. DEAN:

10 Q. Do you know what the particular makeup
11 of calcium silicate is?

12 A. Not right offhand.

13 Q. You had also mentioned that in your
14 review you were able to show that there was a
15 relationship between Celanese and -- Covil, Celanese
16 Rock Hill, specifically --

17 A. Yes.

18 Q. -- as supposed to Celanese Virginia.
19 What were you able to learn about that?

20 A. Basically, that they were just there
21 doing work. I really didn't find a whole lot,
22 because we did a lot of work at Celanese, various
23 different ones.

24 Q. Do you know whether it was insulating
25 contracting work or the supply of insulating

1 materials or both?

2 MR. RHENEY: Object to the form.

3 THE WITNESS: I'm not real sure.

4 BY MS. DEAN:

5 Q. When you said Covil was there, what did
6 you base that on?

7 A. That they based it on Howe's deposition,
8 saying that he or Wayne Grant or some -- one of his
9 buddies said they saw a Covil truck pulling in at
10 various times. So it could have been material or
11 contracts. But I don't think we actually did -- I
12 don't think we did contract with them. But I don't
13 know for sure.

14 Q. So based on your knowledge of the
15 company, you believe that it's more likely that it
16 was just a material supply and not a contracting?

17 A. Could be.

18 Q. In terms of when or how long or the
19 nature of that supply, can you give me any
20 additional detail --

21 A. The duration of the job?

22 Q. Yeah.

23 A. I wouldn't know that.

24 Q. And then, finally, Bowater, you
25 indicated that in the Howe locations, that's a place

CERTIFICATE OF REPORTER

I, Elaine L. Grove-DeFreitas,
Certified Shorthand Reporter and Notary Public for
the State of South Carolina at large, do hereby
certify that the foregoing transcript is a true,
accurate and complete record.

I further certify that I am neither
related to nor counsel for any party to the cause
pending or interested in the events thereof.

WITNESS MY HAND, I have hereunto
affixed my official seal this 13th day of February
2018 at Spartanburg County, South Carolina.



ELAINE L. GROVE-DEFREITAS
Certified Shorthand Reporter
My Commission Expires 6/25/2020

EXHIBIT 46

CONFIDENTIAL

CONFIDENTIAL



1 STIPULATIONS:

- 2 1. All objections are reserved until the time of trial,
3 except as to the form of the question.
4 2. No Defendant waives any jurisdictional objection or special
5 appearance which he may have in any case by appearing at
6 this deposition.
7 3. Signature of the deponent is waived.

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1 PALMER COVIL, called by the Defendants, having been sworn to
2 tell the truth, the whole truth and nothing but the truth of
3 his own knowledge concerning the matters herein testified as
4 follows:

5 EXAMINATION BY MR. DAVIES:

✓ 6 Q — ~~First of all, would you state your name for~~
7 the record, please?

8 A Palmer Covil.

9 ~~Q~~ I'm Bill Davies, Mr. Covil, I think we've been
10 introduced. I'm going to be asking a series of questions as
11 what has been called lead counsel for all of the Defendants,
12 although the Defendants themselves ask specific questions
13 about their own products at times, at this time I'm acting as
14 a representative of all of the other Defendants in these law
15 suits, and I think you're familiar with the law suits enough
16 to know what I'm talking about.

17 A Yes sir.

18 Q I believe you're here under subpoena and agree-
19 ment with your attorney?

20 A Yes sir.

21 Q And the subpoena involved and the agreement
22 included certain of your records. Have you brought any records
23 with you today?

24 A Yes sir, I've brought a folder here with some
25 records in it.

1 Q Could you just tell us essentially what you
2 have, I think that would be easier than us going through one
3 document at a time?

4 A Well, let me explain one thing. We had a fire
5 in May of Nineteen Seventy-three and it burned up a lot of our
6 records, but here is a copy of the complaint and the Plaintiffs
7 names, all of them and whether they ever worked for us or not,
8 and just basically stuff that's come in in reference to this
9 case and some stuff that we had, some copies of some invoices
10 and things that we had that we pulled out.

11 Q Have you got this in one particular case or in
12 all of the cases that you all are party to?

13 A All of the cases.

14 MR. McKAY: I might say one thing for the
15 record. Any materials that Mr. Covil does not have Mr. Johnson
16 can run over here as they come up in the deposition. The
17 subpoena, it was difficult to know exactly what to bring, for
18 example, one example would be all the invoices from everybody.
19 Perhaps Mr. Covil has what you want, anything else we'll get.

20 THE WITNESS: I've got representative invoices
21 I think but not all of them, if we bring all of them over here
22 we'd need a truck I guess.

23 Q (Mr. Davies) Well, maybe we ought to start out,
24 sir, by you telling us what records were destroyed, what types
25 of things were destroyed, in regard to these Plaintiffs that

1 you've got the list of, and what records you still have, so
2 we will know what we can find if we come up to that point.

3 A Well, some of our personnel files and employment
4 records were destroyed, we just have a few of them, a good many
5 of them were destroyed, and most all invoices and things back
6 prior to Seventy-three I guess, Seventy-two back, most of
7 them were destroyed, we have some Seventy-two invoices.
8 Basically really all of our old records were destroyed, the
9 only thing that we saved out of the file was the vital records
10 that we had in a vault, you know, like accounts payable,
11 accounts receivable, stuff like that, we had them in a vault
12 and we saved those, but our invoices and employment records
13 and things like this were all destroyed.

14 Q How about your workmen's compensation records?
15 Is that in a separate file or would that have just been with
16 the personnel files?

17 A It would have been with the personnel files.

18 Q And how about your insurance records for your
19 insurance coverage?

20 A Well, I think we went back and found enough
21 records we'd know who had insurance at different times and
22 things like that, what companies were involved with insurance.

23 Q What types of records are now available in your
24 office?

25 A Well, everything from Seventy-two on practically

1 is available, but not much back beyond Seventy-two.

2 Q So you would have all of the documents relating
3 to your buying products from people, all of the documents
4 relating to your selling products to people?

5 A Yes sir.

6 Q All documents relating to any insulation
7 contracting work you did?

8 A Yes sir, all of that --- well, all from May of
9 Seventy-three is available and some going back into Seventy-
10 two, not all of those records but we do have some few records
11 in Seventy-two.

12 Q Now this fire that you're speaking of, what
13 else did it destroy besides the personnel records and the
14 invoices?

15 A Well, it destroyed our whole warehouse building
16 and part of our office.

17 Q Did it completely destroy your stock on hand
18 at that time?

19 A Yes sir.

20 Q Were you ever able to sell any of that salvage?

21 A We turned it --- well, the insurance company
22 turned it over to somebody to salvage, I don't know, they
23 hauled it off, I don't know what they did with it, I would
24 imagine most of it was hauled to the dump, I don't believe
25 any of it hardly was salvageable.

1 Q So as far as you can recall Covil did not sell
2 any of that material after that fire?

3 A No sir.

4 Q So you would have been completely restocked
5 after that fire?

6 A Yes sir, that's in our Greenville operation,
7 now in some of our branches we may have had some of it in some
8 of our branch stocks.

9 Q All right sir, I'd like to get into that a
10 little bit. Tell us a little something about Covil, where
11 it got started, how big it is, where you've got offices now,
12 your organization, you know, what kind of organizational
13 structure you've got and so forth?

14 A Well, I started Covil Insulation in Nineteen
15 Forty-eight as an individual operation and we were incorporated
16 I believe in Nineteen Fifty-four or Fifty-five, Covil
17 Insulation Company, and we've since changed the corporate
18 structure from Covil Insulation to Covil Corporation. We
19 started in Greenville with a single operation in Greenville,
20 we now have branches in Greensboro, in Wilson, North Carolina,
21 Columbia, South Carolina, Albany, Georgia. We own a subsidiary
22 operation now, Industrial Associates, with an office in
23 Jacksonville, Florida and Birmingham, Alabama.

24 We are primarily a industrial insulation
25 contractor and we also distribute materials, we sell to other

1 people, insulation material. We have a fabrication shop in
2 Greenville and one in Greensboro, and we sell materials to
3 other insulation contractors, general contractors, mechanical
4 contractors, industrial plants and things like that, as well
5 as operating a contract business.

6 Q Could you give us any percentage of the break-
7 down in your jobs from being a materialman and the insulation
8 part that you actually contract for?

9 A Well, we usually run about sixty/forty, now it
10 varies sometime down as low as thirty percent and then up as
11 high as forty-five percent material sales, but ordinarily it's
12 around sixty/forty.

13 Q So your insulation contracting is normally
14 more than the other?

15 A Yes sir.

16 Q The records that were kept here, are those
17 records for all of these branch offices or do they have
18 separate records?

19 A Well, they have separate records to an extent,
20 but we keep--all the major records were kept in Greenville.

21 Q What type of records would they have as
22 opposed to what you would keep here?

23 A They should have copies of invoices and
24 personnel records and so forth. Now we keep personnel files
25 in Greenville but they keep duplicates in most of the branches.

1 Q So we would have available to us here today
2 somewhere in Greenville all the personnel files that you
3 would have for people working in these branch offices, as well
4 as the people working out of the Greenville office?

5 A Yes sir, that are currently working, yes sir.

6 Q Now are there any --- you say currently working,
7 are there any past employees who would only have a personnel
8 file in a branch office?

9 A That's possible.

10 Q Is there any central listing as to what is
11 available in the branch offices or would you have to go to each
12 one to find out?

13 A I think we'd have to go to each branch to find
14 out.

15 Q Would it be possible that they would have
16 personnel files and things of that nature on people prior
17 to Nineteen Seventy-three that you would not have because
18 yours would have burnt up?

19 A In some instances; however, I believe we have
20 asked them to send about all the records they had prior to
21 that time on personnel to Greenville, I believe we have most
22 of them in Greenville, there might be some that we don't,
23 I wouldn't say we have all of them.

24 Q You say that you do have the insurance coverage
25 information available?

1 A Yes sir.

2 Q Do you have that with you today?

3 A I think so, I'm not sure if I brought that or
4 not.

5 Q I'm interested in past coverage as well as
6 your present situation on back to Nineteen Forty-eight.

7 A Yes sir, I have a copy of that.

8 Q Great. If you'd let Mr. McKay look at it first,
9 please.

10 This says prior to March of Nineteen Sixty-four,
11 I assume that means back to Nineteen Forty-eight when you
12 started?

13 A I think so.

14 MR. DAVIES: Could we have that marked?

15 (Such document marked by the reporter as
16 Defendants' Exhibit Number One, Palmer Covil)

17 Q Mr. Covil, you mentioned Industrial Associates,
18 was that correct?

19 A Yes sir.

20 Q And you say this is affiliated somehow with you?

21 A Well, it's a wholly owned subsidiary. We
22 bought these two branches in January of Seventy-six from
23 Keene Corporation, they were getting out of the insulation
24 business and we bought the Birmingham branch and the Jackson-
25 ville branch from them.

1 Q All right sir. Would their records also be
2 here in Greenville now?

3 A Yes sir.

4 Q Would they go back prior to May of Nineteen
5 Seventy-three?

6 A No sir.

7 Q What records would you have?

8 A The only records we have are from January of
9 Seventy-six.

10 Q You didn't pick up their old records?

11 A No sir, I didn't want any part of them.

12 Q Now you mentioned also a fabrication shop?

13 A Yes sir.

14 Q Could you explain to us what that outfit is and
15 what it does?

16 A Well, in Greenville we have a fabrication shop
17 where we buy plain Fiberglas blanket and we apply different
18 types of facing to it and we sell it, we buy certain types of
19 insulation like foam plastics and foam glass in bins or
20 billets or buns, whatever you call it, they may be anywhere
21 from five or six inches thick to nineteen or twenty inches
22 thick, and we take that and cut pipe covering and fitting
23 covers and stuff out of those in our shop.

24 Q And what trademark is that sold under or trade
25 names?

1 A We don't really have a trade name that we sell
2 it under. We have used Covilite as a trade name for some of
3 the stuff that we've fabricated and the last couple of years
4 on our fitting covers we bought out Sure-Fit Manufacturing
5 Company up in Asheboro, North Carolina and we sell them under
6 Sure-Fit.

7 Q Now you say you bought them out or you have
8 been buying materials from them?

9 A No, we bought Sure-Fit Manufacturing Company.

10 Q So you also own Sure-Fit Manufacturing Company?

11 A Yeah, it's all part of Covil, we just bought
12 out their equipment and assets.

13 Q And as to both the Sure-Fit and to the
14 Industrial Associates could you explain to us what kind of
15 acquisition this was, whether it was just assets or whether it
16 was stock or ---

17 A It was assets, we only bought the assets.

18 Q Assets only?

19 A Yes sir.

20 Q In both of the transactions?

21 A Yes sir.

22 Q How long have you had the fabrication shop here
23 in Greenville?

24 A Greenville, I would say about --- since about
25 Nineteen Sixty-six or Sixty-seven, something like that. We

1 also in Greenville have a metal fabrication shop where we
2 fabricate light metal, when we say light we mean quarter
3 inch thick and down.

4 Q Other than the manufacturing company and these
5 outlets that we've mentioned do you have any other assets
6 or any other types of ---

7 A Of businesses?

8 Q Of real property so to speak.

9 A Well, I own G.N.C. Realty Company, who own the
10 property out there where we're located, G.N.C. Realty, I own
11 that personally, it's incorporated, and we lease the buildings
12 and grounds to Covil.

13 Q Well, I'm specifically referring to any other
14 going concerns of any kind.

15 A No sir.

16 Q Or in the past have you had anything other than
17 what you have told us about?

18 A Well, we have acquired some other small
19 insulation companies over the period of time, one was
20 Derrick Insulation in Columbia.

21 Q That was around August of Seventy-six?

22 A Yes sir. And earlier than that we acquired
23 Taylor Insulation in Augusta.

24 Q Anything else?

25 A That's all I can think of at this time.

1 Q As far as records from Taylor and Errick, do
2 you have those available?

3 A No sir. In any acquisition we made we only
4 acquired the assets and we weren't interested in the records.

5 Q Now at any time since Nineteen Forty-eight
6 have any of your organizations conducted any training programs
7 of any sort?

8 A We have conducted apprentice training programs.

9 Q Apprentice what?

10 A Apprentice insulator.

11 Q And when was that done, sir?

12 A Well, we keep that going just about all the
13 time, we might discontinue it for six months or a year but
14 it's kind of a continuous thing. We will start, we'll train
15 maybe six or eight, and then after we get them trained to a
16 point we may discontinue it for awhile, it depends on our man-
17 power needs.

18 Q How long has this been going on?

19 A Well, I would say that's been going on since
20 about Nineteen Fifty-four or Fifty-five.

21 Q Has any particular person been in charge of
22 this or different people?

23 A Well, basically Russell Johnson has been in
24 charge of most of it. Now we've had some other people that
25 worked in it, Jack Cain was involved in it for a little while.

1 Q Pardon, I missed the name?

2 A Jack Cain, C-a-i-n, for a short while, but
3 Russell has been basically the man involved with it.

4 Q Mr. Johnson I would assume is in charge of the
5 program but does he teach the people, does he get down and
6 talk to them or what?

7 A He does at times, yeah.

8 Q Would anybody else that you remember have been
9 an instructor in these courses?

10 A He has called on different people, I don't know.
11 I know one in Greenville was Ernest Kastner, who has helped
12 him with some of the programs, he's a mechanic.

13 Q Anybody else?

14 A I'm not sure how many he's had involved in
15 that.

16 Q Do you know what Mr. Kastner's address is now
17 and is he still an employee of yours?

18 A He's still an employee, but I don't know his
19 home address.

20 Q Any other types of training programs that you've
21 conducted?

22 A No sir, I believe that's about it.

23 Q Are you personally familiar with the content of
24 the training program?

25 A I have looked at them and as they set up a

1 program they make them available to me, they usually send me
2 a copy and I look at what we're doing, and I have sat in on
3 some sessions of them, so basically I know what they do.

4 Q Is safety one of the things that's included in
5 the program?

6 A It is one of the things that is included.

7 Q What sort of information have you all put out
8 on safety?

9 A I can't be sure what was put out but I do know
10 that we do --- in apprentice training we have a session on
11 safety that they are taught safety as far as scaffolding and
12 working with materials and how they should do that.

13 Q Do you have any particular programs as opposed
14 to your training programs on safety, in other words, either
15 on the job or when a person joins the organization?

16 A No, I don't think so.

17 Q In your safety programs to your knowledge has
18 there ever been any mention made of diseases related to
19 asbestos?

20 A I'm not sure.

21 Q Do you have any feeling, do you think it has or
22 do you think it has not?

23 A I think it probably has been.

24 Q Do you have any idea when the first mention of
25 this would have been?

1 A I would guess it would have been since Nineteen
2 Sixty-eight.

3 Q Who would know that information?

4 A Russell Johnson.

5 Q And would there be any written records of any
6 sort that would help us in determining the answer to that
7 question?

8 A He may have some records, I don't know.

9 Q Specifically do you remember any portion of
10 your safety program or your training program or any other
11 program or requirements of your organization concerning the
12 use of respirators?

13 A Yes sir, I know they have had that as part of
14 the training program.

15 Q For how long?

16 A I couldn't be sure how long they've been doing
17 that --- well, I guess probably all the time because different
18 materials are dusty and I think that they've used respirators
19 and eye goggles, I think ever since we've had a training
20 program that's been a part of it.

21 Q Are all of your insulation workers required to
22 wear respirators and eye goggles?

23 A Well, it depends on what material they're work-
24 ing with and where they're working and the situation on the
25 job, whether it requires it or not, and requiring them to wear

1 them is a pretty ticklish thing.

2 Q Why is that?

3 A Well, most of them don't like to wear them.

4 Q You have problems getting them to keep them on?

5 A Yes sir.

6 Q Do you furnish those things to them free of
7 charge?

8 A Yes sir.

9 Q And they still won't wear them?

10 A They still won't wear them.

11 Q Are there any documents or records anywhere
12 that would give us some idea about your requirements on
13 respirators and goggles, not only your present requirements but
14 requirements in the past?

15 A I'm not sure if we have any documents on that
16 or not.

17 Q Who would know that?

18 A Russell Johnson would know about it, I mean
19 he's directly responsible for all our field operations.

20 Q In your insulation contracting I'm sure you do
21 some cutting of insulation material, sawing and so forth, isn't
22 that correct?

23 A Yes sir.

24 Q And I would assume that your requirements
25 safety and healthwise would also be under Russell Johnson

1 for that sort of operation?

2 A Yes.

3 Q He would also have the records and so forth on
4 that?

5 A Well, I don't know what kind of records we've
6 kept but he would have whatever.

7 Q To your knowledge do you have any recollection
8 of what your requirements were for people who were sawing
9 insulation material?

10 A Well, I know that if they were sawing a dusty
11 material with a power saw they were required to wear a
12 respirator and ---

13 Q How long has that been?

14 A Ever since I can remember.

15 Q Go ahead, I didn't mean to interrupt.

16 A And certain materials, like foam glass, they're
17 also required to wear goggles.

18 Q And that's been for some period of time?

19 A Yeah, I think we've always had that requirement.

20 Q Do you have any particular place in your local
21 outfit where you have, whatever you call it, a saw shop set up?

22 A Well, in our fabrication shop we have saws.

23 Q Is there anywhere else in your organization,
24 other than what's required in the field on the job, that you
25 do this sort of work?

1 A Well, the fabrication shop and field jobs would
2 be the only place where we would do that kind of work.

3 Q And at your field jobs where you have a
4 situation like that you would also have regulations that
5 Mr. Johnson would know about about respirators and that kind
6 of thing?

7 A Yes sir.

8 Q Is there any other particular aspect of the
9 business that you recall there being a requirement for some
10 sort of safety device or health device?

11 A Well, right now there's a book about so thick
12 of federal regulations that we have to live with.

13 Q No, I mean something that your company ---

14 A No, not our company. Of course now we are
15 required to deal with O.S.H.A. and abide by the O.S.H.A.
16 regulations on jobs and shop and everywhere.

17 Q What does your sales area cover generally, what
18 states?

19 A The majority of our sales are in about seven
20 southeastern states; however, we do go outside sometimes to
21 a particular job and so forth.

22 Q Could you give us those seven states, please?

23 A North Carolina, South Carolina, Georgia,
24 Florida, Alabama, Tennessee and Virginia.

25 Q Do you remember just right offhand any other

1 states that you've had any kind of substantial contacts with,
2 not just one shipment I mean but one that you remember several
3 shipments or some large shipments?

4 A I don't remember. Now of course we ship
5 material, now ever once in awhile we'll go in, and we went into
6 Texas and did some work there and we did maybe a job in
7 Arkansas, something like this, these are special one time
8 deals, most of them.

9 Q Were they big jobs?

10 A No, I don't think we've had any really big jobs
11 in any other states.

12 Q What is the situation in your organization
13 concerning the union?

14 A Well, Covil Corporation operates open shop,
15 Industrial Associates operates union shop.

16 Q So all of Covil across the board is open shop?

17 A Yes sir.

18 Q Are any of the employees of Covil union
19 members to your knowledge?

20 A Not to my knowledge, I wouldn't know.

21 Q Has Industrial always had a union shop since
22 you've had them?

23 A They had a union shop when we acquired them
24 and we've kept the union shop.

25 Q I think earlier you mentioned that you were

1 familiar with some of the Plaintiffs in these cases or
2 possibly close to all of them?

3 A Yes sir.

4 Q Do you know whether or not any of them are
5 union members?

6 A I feel sure some of them are, a good many.

7 Q But you don't know?

8 A I don't know for a fact. I guess I know as much
9 as you could know that they are, now I have not actually seen
10 their membership card or anything like that, but I do know
11 that they are union members.

12 Q Well, do you have any personal feeling from
13 talking to these people and your past knowledge of the
14 situation as to whether the majority of them or all of them
15 are union members or are not? I understand that you don't
16 have the cards or anything like that.

17 A I would believe that the majority of them are
18 union members.

19 Q I would assume that Covil Corporation is not
20 a novel idea, aren't there other organizations similar to yours?

21 A Yes sir.

22 Q Are there many of them in the southeast?

23 A Yes sir.

24 Q When I say many, let me let you define that,
25 about how many can you think of?

1 A Well, in the southeast I know of about ninety
2 I guess.

3 Q Are these union shop or open shop?

4 A Some of them are union and some of them are
5 open.

6 Q Are any of these that you know of also Defen-
7 dants in any of these asbestosis or other cases?

8 A I've been told by some of them that they are
9 Defendants in some of these cases.

10 Q And are those union shops or open shops?

11 A Well, one of them was open shop and the others
12 were union shops that told me this.

13 Q Any others in the general area around South
14 Carolina that you know of?

15 A None in South Carolina, no.

16 Q Do you know where these others are, do you
17 just happen to recall?

18 A Well, I know one in Greensboro, he has an
19 operation in Greensboro and Charlotte, and he told me that he
20 had some cases.

21 Q Who is that?

22 A Starr Davis Company. C. E. Thurston in Norfolk
23 has had some cases and Breeding Insulation in Nashville,
24 Knoxville and Chattanooga, Tennessee, they told me they've had
25 some cases.

1 Q Those are the only ones that you can think of
2 now?

3 A That I remember having said anything about it,
4 of course I know there's a lot more have them, I don't know how
5 many but they're around the country, I know there are a lot
6 more people involved.

7 Q Now Mr. Covil, I want to try to get something
8 out as quickly as possible, and a lot of us here have an
9 understanding about this and it may be incorrect, but it is
10 my understanding that in one of these cases your organization
11 made an agreement with the Plaintiffs, do you know about that?

12 A Made an agreement with them?

13 Q Yes sir, in the Bumbardner case.

14 A In the Bumgardner case, we agreed that we
15 would help the Plaintiff find evidence or anything we could.

16 Q And in return for that they were not going to
17 levy against you if they got a judgment against you?

18 A I think that's right.

19 Q Is that the only agreement that you know of
20 with the Plaintiffs?

21 A Yes sir.

22 Q Is there any chance that there would be another
23 agreement that you wouldn't know of?

24 A Well, it's possible but I don't know of any.
25 We kind of assume that this might apply to all of them.

1 Q Is it your position that that agreement applies
2 to all the cases in which you are a Defendant?

3 A I'm not taking that position, no.

4 Q You're leaving that to your lawyer?

5 A Yes sir.

6 Q And of course whatever they say you go along
7 with?

8 A I would basically.

9 Q But as far as you know there has only been one
10 agreement?

11 A Yes sir.

12 Q Has that agreement been renegotiated any time
13 in the last month and a half to two months?

14 A Not to my knowledge.

15 Q So it was made at one point and to your know-
16 ledge it has not been changed?

17 A That's right.

18 Q Is Covil a Defendant in any other state?

19 A I don't believe so, no.

20 Q I think when we were talking about your
21 fabrication shop awhile ago you mentioned the tradename
22 Covilite and said that you had marked some things other than
23 the foam glass and so forth?

24 A Yes sir, we used the Covilite label on face
25 blanket and also we've had some products that manufacturers

1 put up under the Covilite brandname for us.

2 Q How do you spell Covilite?

3 A C-o-v-l-i-t-e.

4 Q One word?

5 A Yes sir.

6 Q How long have you engaged in this practice of
7 marking your products for sale with your name?

8 A I would say for about eight or nine years.

9 Q Are there any records that would give us some
10 information on that, sir, any written records?

11 A I would guess we could find something on it at
12 the office.

13 Q All right sir, in line with Mr. McKay's earlier
14 statement I would like to enter our plea at this point that
15 somebody try to find those for us, that's something that we
16 certainly would want to get a look at.

17 MR. McKAY: Okay, if we can.

18 (OFF THE RECORD)

19 Q (Mr. Davies) Now we were discussing this off
20 the record, Mr. Covil, and maybe you want to make the last
21 statement you just made again where we'll have it on the
22 record.

23 A Well, as far as I know, and I believe this is
24 correct, that none of the products that we have marketed under
25 the Covilite name have been asbestos containing products.

1 Q All right sir. Are there any records that
2 would show us that, as to whether or not there would be
3 asbestos containing products?

4 A I think we could find those records.

5 Q All right. I would still like to look at those
6 just to be sure.

7 (OFF THE RECORD)

8 Q All right sir, I think I'm just going to skip
9 that right now and we'll come back to it when you get those
10 records.

11 Specifically do you have any knowledge yourself
12 as to whether or not you have ever made any sales to a company
13 called Northeast Georgia Insulation Company?

14 A Yes sir, we have.

15 Q Do you have records in that regard?

16 A Yes sir.

17 Q Would you have records since Nineteen Seventy
18 or just since Nineteen Seventy-three?

19 A I doubt if we have any except since Nineteen
20 Seventy-three or Seventy-two.

21 Q How are your files maintained? Maybe that's
22 too general a question but what I'm after is if we wanted
23 to determine on a particular job what material was sent to
24 that job or if we wanted to determine with a particular outfit
25 that you had sold materials to what materials were sold to

1 them, how would your files be maintained?

2 A Well, on material sales we would maintain a
3 file under that customer's name and we do that on a calendar
4 year basis, and the reason we don't have some of this is at
5 the end of a year we move them out into a storage area that got
6 burned. On job files, we keep individual job files on each
7 job, and the same token, as we close them out they are moved
8 into a storage area and this area burned in the fire.

9 Q So then for job files and material sales files
10 we would have to look for a specific name before you could
11 really tell us whether you had anything before May of Seventy-
12 three, but for the most part they probably are not there?

13 A That's right.

14 Q I'm not trying to put words in your mouth,
15 I'm just trying to summarize it.

16 A That's basically right.

17 Q I think I would like to add to our list the
18 sales files, Northeast Georgia Insulation.

19 (OFF THE RECORD)

20 Q A little earlier your attorney before we got
21 here said that we probably would be looking at a list and I
22 have a list of some names of people that I think I'll just
23 give you for the sake of time, and maybe we can go off the
24 record for a second and you can make a mark beside each one
25 of these names that you recognize, if that's all right with you.

1 A Fine.

2 (OFF THE RECORD)

3 (List supplied by Mr. Covil, the witness, mark-
4 ed by the reporter as Defendants' Exhibit Number Two, Palmer
5 Covil, and list supplied by Mr. Davies marked by the reporter
6 as Defendants' Exhibit Number Three, Palmer Covil.)

7 Q Mr. Covil, while we were in our break period
8 and you were working there I came up with a couple of other
9 questions that I'd like to go into before we get to this list.
10 First of all, how big an organization is Covil, in other words
11 how many people, employees, do you have normally and that sort
12 of thing?

13 A Well, we have about three hundred and fifty
14 people now.

15 Q How would that be broken down as far as
16 insulation people, office people, that sort of thing, sales
17 people?

18 A It would be probably about two hundred insulation
19 people and the rest of them would be sales and office personnel.
20 Now our field personnel goes up and down as we have work, it
21 has been up to five fifty.

22 Q And this would include all of your branch
23 offices and everything?

24 A Everything.

25 Q And do you have any idea percentagewise about

1 what your employees would be doing as far as sales and
2 insulation? I would assume that contracting would have the
3 largest number.

4 A Well, our sales and office personnel would be
5 pretty constant and I'd say about a hundred and thirty-five or
6 forty would be sales and office personnel, the rest of them ---
7 well, I'd better say a hundred and fifty because we have shop
8 and warehouse included in there, the rest of them would be
9 people working on contracts.

10 Q Is there any kind of a monetary value you can
11 place on the corporation that you know of or would it just be
12 a guess?

13 MR. McKAY: I don't think that would be
14 relevant, I mean they're not sued as far as ya'll are concerned
15 I'm not sure it's relevant anyway, I mean what are you getting
16 at? I'm sure that is a trade sort of a --- why is that
17 relevant?

18 (OFF THE RECORD)

19 Q (Mr. Davies) All right, Mr. Covil, I don't
20 know what got on the record but I'm going to ask this again
21 to be sure cause I think we know what's going to happen.
22 What's the net worth of Covil Corporation?

23 MR. McKAY: I object and instruct the witness
24 not to answer.

25 (OFF THE RECORD)

1 X MR. McKAY: Mr. Covil has no objection to tell-
2 ing you what his gross sales are, the part he objects to is
3 net worth or the profit in the company as proprietary, it's
4 not relevant to the case, but if you're interested in the
5 size of the company we have no objections to answering questions
6 concerning gross sales.

7 Q (Mr. Davies) Could you tell us what your gross
8 sales were?

9 A Well, our gross sales the last couple of years
10 has been about Fifteen Million a year.

11 Q And that would be from what part of your
12 business?

13 A From both contracts and material sales, it'd
14 be the total business.

15 Q Okay. You mentioned a gentleman named Kastner
16 a minute ago?

17 A Un-huh (affirmative).

18 Q I wrote his name down somewhere but I don't see
19 it now.

20 A K-a-s-t-n-e-r.

21 Q K-a-s-t-n-e-r?

22 A Yes sir.

23 Q When did he start working for Covil or do you
24 know?

25 A Well, he's been working for us ever since we've

go to 31

UNION

1 been in business I guess about, I would say he's been working
2 with us since about Nineteen Fifty-three or Fifty-four.

3 Q What is his first name, do you know?

4 A Ernest.

5 Q Ernest. I'm going to add him to this list that
6 you were looking at earlier.

7 A Everybody knows him as Rooster.

8 Q Okay, sir. Has Covil always been an open shop?

9 A No sir.

10 Q What is the past history then?

11 A We operated union shop up until sometime in
12 Nineteen Sixty-two.

13 Q From Nineteen Forty-eight until Nineteen
14 Sixty-two?

15 A Well, not from Nineteen Forty-eight, from about
16 Nineteen Fifty-two or three until Nineteen Sixty-two.

17 Q Would there be any written records of any
18 correspondence and so forth with the union back during that
19 period of time?

20 A With the union during that period of time?

21 Q Or concerning the union or ---

22 A We had to sign agreements with them.

23 Q Are those still in existence?

24 A I believe they are.

25 Q Would there be any correspondence with those

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1 agreements or anything of that nature that concerned your
2 relationships with the union or any give and take between the
3 two of you?

4 A I have a personal file that I keep on them.

5 Q Could we include that in the list of things
6 we're talking about?

7 A I don't see any objection.

8 MR. McKAY: Sure.

9 Q (Mr. Davies) Now we also talked about personnel
10 records and so forth that were at the branches, that we deter-
11 mined that since the fire in Nineteen Seventy-three you had
12 tried to gather as many as possible here in Greenville. Would
13 that also be true of your sales records and your job records?

14 A Yes sir.

15 Q But there would still be the possibility that
16 one of these branches would have a record that you would not
17 have here?

18 A It's possible, yeah.

19 Q But probable is that it is here?

20 A Yeah, and I don't think any of these people
21 have been employed in any of our branches, I don't know of any.

22 Q All right sir. Could you give us the dates,
23 if you know them, that each one of these branches was opened?

24 A I couldn't right offhand.

25 Q Could you get that information for us, please?

1 A I think I can probably get it.

2 Q Could we put that on the list, please.

3 Now going back to the agreement that we were
4 discussing with the Plaintiffs' attorneys, which was either
5 on the Bumgardner case or on all of the cases, is there any-
6 thing written, was the agreement in writing?

7 A Not that I know of.

8 Q Is there any correspondence that concerns the
9 agreement, any written documents of any sort concerning the
10 agreement?

11 A I don't have any.

12 MR. McKAY: I think not, Mr. Davies. To my
13 knowledge there was not, I'll state that for the record.

14 MR. DAVIES: On your side, huh? All right.

15 MR. McKAY: Well, Mr. Clarkson's affidavit.

16 MR. DAVIES: Yeah, I meant documents between
17 the parties and so forth, not by one party. Of course we
18 would all have the affidavit. If there's any other document
19 of that sort that we don't have ---

20 MR. McKAY: I know of none.

21 Q (Mr. Davies) Mr. Covil, I've had a couple of
22 lists here marked as Defendants' Exhibits Two and Three, the
23 first I believe is a list that you gave to me that's entitled
24 Seven/Seven/Seventy-seven, Plaintiffs, it's a long list and
25 that's marked as Number Two I think, is that correct, and that

1 came out of your file, right?

2 A Right.

3 Q Okay. The second is a list that I gave you a
4 little earlier, it's been marked Defendants' Exhibit Number
5 Three and it is of two pages, and that's the list that you
6 went over during the break we had, is that correct?

7 A Right.

8 Q I have added to this last list two names at
9 the bottom down there, one of them I almost messed up trying
10 to spell it, it's Mr. Kastner's name, and the other one is
11 the name of Everette Bouchelle, I may be mispronouncing it.
12 You obviously would know something about Mr. Kastner, I don't
13 know about the other person, whether you know anything about
14 him?

15 A I don't know anything about the other person.

16 Q On that last list, the one that you have in
17 your hand now and I think you have a copy of it too?

18 A Un-huh (affirmative).

19 Q Now the copy would not have these last two
20 names on it, but it's my understanding from what your attorney
21 was mentioning to you earlier that the checks mean that these
22 people were employed by you and the X's beside their names
23 mean that you know of them but they were not employed?

24 A They're people that I know of.

25 Q And the list that you gave me has got various

1 information out beside these names?

2 A Yes sir.

3 Q And all of this came from your files I assume?

4 A Yes sir.

5 Q Would the presence of this information
6 indicate that there was nothing available beside the names
7 where you do not have any entries?

8 A Yes sir, it either says no record or it lists
9 what record we had on it.

10 Q Where did this information come from that you
11 have on Defendants' Exhibit Two, the list that you gave me?

12 A It came out of our files, one of our girls went
13 through our files and got that information.

14 Q This would not have any personal recollections
15 that you might have on it though, would it?

16 A No sir.

17 Q This is purely a statistical gathering of what
18 information is in written form in your office?

19 A Right.

20 Q Well, I'm going to try to compare both these
21 lists, if I miss one just let me know, but I'm going to use
22 this Defendants' Exhibit Three, the long list, as a guideline
23 because I think it may contain more names.

24 (OFF THE RECORD)

25 Q Mr. Covil, we've added some more names and

1 changed a name on this Defendants' Exhibit Number Three and
2 I think you've looked it over since that time and you know
3 about these changes, is that correct?

4 A Yes sir.

5 Q And I think you've made them on your copy of
6 this list?

7 A Yes sir, I have.

8 Q And you've made indications beside any of these
9 names that you might know of the names we've added?

10 A Yes sir.

11 Q Now obviously I do not know what you personally
12 know about these people, but would it be true that the names
13 with the checks beside them for the most part you would have
14 personnel files for, or would that be better shown by the
15 other list that you gave me?

16 A It would be shown by this list what we have.

17 Q All right sir. Well, I'm going to still go
18 down them one at a time cause, as you said, we didn't cross-
19 reference the two lists and I want to be sure. Starting at
20 the top of the long list, Dewey Adams, now you have got an
21 entry for him on Exhibit Number Two I believe --- do you have
22 a copy of Exhibit Two now?

23 A Yeah.

24 Q That indicates that he was employed I think
25 February Twenty-six, Nineteen Sixty-two, would that mean

1 Dewey Adams was employed, not Pauline?

2 A Right.

3 Q And that you have no file on him at all?

4 A No sir.

5 Q All right. You have terminated and a question
6 mark beside that, what does that mean?

7 A Well, it means he was terminated, we don't know
8 for what reason or anything like that. He probably worked on
9 one particular job or more than one particular job and at
10 the end of the job he was terminated.

11 Q Do you know whether he was terminated?

12 A That question mark --- well, he's no longer
13 employed by us, so he was terminated somewhere, we don't know
14 for what reason and that's what the question mark means.

15 Q I hate to do this, but somebody just added
16 another name to our list.

17 (OFF THE RECORD)

18 Q All right sir, now I think I'm probably using
19 Mr. Adams' case here to try to find out something about the
20 information that's on Exhibit Number Two, and I may have missed
21 your last answer. What does terminated question mark mean,
22 that means he's not an employee?

23 A He's not an employee and he was terminated,
24 we have no record of why.

25 Q All right. Now in your lexicon would terminated

1 mean that he has left the company or would that mean you had
2 fired him?

3 A That would mean he had left the company.

4 Q That wouldn't give any indication as to why he
5 left the company?

6 A No.

7 Q Would your personnel files normally give any
8 indication?

9 A They would.

10 Q And I would assume that since you got this up
11 for your own use, this list, that you have had someone look
12 everywhere that you can find in Greenville and have not been
13 able to find a personnel file on him?

14 A Right, and they've contacted some of the branches
15 too and on this list they couldn't find anything in the
16 branches, anything on it.

17 Q Okay. They have specifically contacted the
18 branches on the list of people on Exhibit Number Two?

19 A Right.

20 Q So in the Covil outfit there is no information
21 other than what's here?

22 A Right.

23 Q Although there may be some supporting documents
24 for these employment dates or something like that?

25 A There could be.

1 Q Now this says you do not have a file on
2 Mr. Adams but you do have an indication of what date he
3 was employed, now where would that information come from?

4 A Well, that would come from W-2 form I believe,
5 it don't say but it would either be a card or a W-2 form he
6 had filled out when he went to work.

7 Q Are your files on the people who are listed on
8 Exhibit Number Two in one spot or are they still scattered
9 all around?

10 A Well, I believe most of them are in Greenville.

11 Q And could we get this stack of files together
12 for some of us to go through while we're trying to get these
13 deposition?

14 A Now some of those are just W-2 forms and things
15 like that that they found in going through those.

16 Q Could we start trying to get this group up,
17 they may already be bunched together somewhere?

18 A I believe they are bunched together.

19 MR. DAVIES: Okay. Could you add that to your
20 list, please, John?

21 MR. McKAY: Sure.

22 Q (Mr. Davies) Of your personal knowledge do
23 you know anything about Mr. Dewey Adams?

24 A Well, I know he's an insulator, I know I worked
25 with him on a job several years ago.

1 Q You worked yourself?

2 A Yes sir.

3 Q Were you an insulator?

4 A Yes sir.

5 Q Were you a mechanic?

6 A Yes sir.

7 Q Were you ever a union member?

8 A Yes sir.

9 Q When was that?

10 A When I was a union member was around Nineteen
11 and Thirty-six to maybe Forty-two or somewhere in there.

12 Q What union were you a member of?

13 A The International Association of Asbestos
14 Workers and Heat and Frost Insulators, whatever they call
15 themselves.

16 Q What local were you affiliated with?

17 A I was in Charleston and Savannah local, I was
18 originally in Charleston and then moved to Savannah local.

19 Q Thirty-six to Forty-two?

20 A Thirty-six to Forty-two, somewhere in there.

21 (OFF THE RECORD)

22 Q All right sir, as far as Mr. Adams is concerned,
23 what jobs did you work with him on?

24 A Well, the only one I can think of was one in
25 Rome, Georgia, I'm not sure, it was a synthetic fiber plant,

69

1 I'm not sure what the name of it was now, it's been so long
2 I've forgotten.

3 Q All right sir. Could you identify that in any
4 way by looking at your records over at your office?

5 A I wouldn't have any record for that at all.

6 Q It wouldn't be a job file?

7 A No sir, that was before I was in business, I
8 was working for somebody else.

9 Q When was this?

10 A About Nineteen Thirty-two or Thirty-three.

11 Q What was your position at that time?

12 A I was an insulator.

13 Q Were you a mechanic or an apprentice?

14 A I was an apprentice.

15 Q Were you working for Mr. Adams?

16 A No sir.

17 Q Just on the job with him?

18 A I was on the job with him.

19 Q Was he a mechanic or an apprentice?

20 A He was a mechanic.

21 Q Do you remember who the foreman was of that job?

22 A Mr. Prim, Edward Prim, not the one that's listed
23 here.

24 Q Okay. Do you know who the supervisor was?

25 A Well, he was it.

1 Q Okay. Do you know who your employer was?

2 A It was Reid-Hayden.

3 Q Out of?

4 A Charlotte, now Porter-Hayden.

5 Q Is there anything else about that job you
6 remember? Do you remember what products you used or anything
7 of that nature?

8 A Not really. We used cork and eighty-five per-
9 cent magnesia, woolfelt, those I know.

10 Q Do you know who the manufacturers were?

11 A I'm not sure. The eighty-five percent magnesia
12 would have been Johns-Manville I'm pretty sure and the woolfelt,
13 the cork, I'm not sure who made it.

14 Q Okay. But those are the only types of products
15 you remember using?

16 A Yes sir.

17 Q What were you doing there, do you remember?

18 A What was I doing?

19 Q Pipe covering, boiler or what?

20 A Well, it was pipe covering, equipment and stuff
21 like that.

22 Q It was new work?

23 A Yes sir, new plant.

24 Q And it was some sort of synthetic plant in
25 Rome, Georgia?

1 A It was a synthetic fiber plant.

2 Q Okay. And that's the best you can recall?

3 A I think it was called American Chatillian
4 or something like that, it was a French outfit.

5 Q Okay. Is there anything else about that parti-
6 cular job that you can recall?

7 A Nothing really except we had a number of
8 insulators there, and I was apprentice and timekeeper and
9 payroll clerk too.

10 Q But the Dewey Adams that we're talking about,
11 I think you have some familiarity with him?

12 A Yes sir.

13 Q Would have been the man on that job?

14 A He worked on the job, yes sir.

15 Q And that's the only personal knowledge you have
16 of Mr. Adams?

17 A Well, he worked with Covil for a short while.

18 Q Did you ever see him yourself?

19 A Not while he was working with us.

20 Q So you don't have any personal knowledge of what
21 he did or anything of that nature?

22 A No sir, I don't.

23 Q Other than the information on this list you
24 wouldn't have any information about him at all?

25 A No sir.

1 Q Do you know Pauline G. Adams, his wife?

2 A No, I don't know her, I know her brother but I
3 don't know her.

4 Q Who is her brother?

5 A Oh, you shouldn't have asked me that. I couldn't
6 tell you his name right now, I can't remember. She had a
7 brother that worked in the trade too, he was a brother-in-law
8 of Dewey, I remember that, now I couldn't tell you his name
9 to save my life.

10 Q So that would have been Dewey's brother-in-law?

11 A Yes.

12 Q And he worked in the business, but you can't
13 remember his name?

14 A Right, I couldn't remember his name.

15 Q If we furnished you with that name you might
16 recall it?

17 A I might recall it.

18 (OFF THE RECORD)

19 Q Do you have any recollection of about how long
20 Mr. Adams worked for Covil, I'm not asking to the day but I
21 mean approximately?

22 A Well, to the best of my recollection he worked
23 for us on one job.

24 Q Do you know where that job was?

25 A It was outside of Atlanta, I don't know the name

1 of the job.

2 Q In Georgia?

3 A It was in Georgia not far from Atlanta.

4 Q And you don't remember the name of the job or
5 about how long it was?

6 A No sir, I sure don't.

7 Q All right sir. The next name on our list is
8 that of Clary Donald Brown, he is also at the top of your
9 list?

10 A Yeah.

11 Q This indicates I assume his Social Security
12 number?

13 A Un-huh (affirmative).

14 Q The fact that he was listed as C. D. Brown on
15 your records?

16 A Yeah.

17 Q But it would be the same one, do you know that?

18 A I'm sure it is the same one.

19 Q An indication he was employed September Twenty-
20 second, Nineteen Sixty-two?

21 A He was a member of the Asbestos Workers Union
22 and when we severed connections with them in Sixty-two he
23 quit.

24 Q Well, now wait, when did you cut your connections
25 with them, in Sixty-two?

1 A In Sixty-two.

2 Q But now this says he was employed in Sixty-two?

3 A Yeah.

4 Q So he would have worked for you only a short
5 time?

6 A Yeah.

7 Q I would assume this employment date would be
8 the first date of employment that you show anywhere in your
9 records?

10 A I think that's right.

11 Q No file, so the same would hold true for him,
12 that you can't find one?

13 A Right.

14 Q What does W-4 mean?

15 A Well, that was a withholding form for withhold-
16 ing taxes that was filled out.

17 Q So you would still have that?

18 A Yes sir, we have those.

19 Q And this is terminated and the paper ends, I
20 don't know whether there would normally be a question mark
21 outside that or not, do you know?

22 A I'm not sure whether there would be a question
23 mark there, but I'm sure I know the reason he was terminated,
24 because when we severed connections with the union he just
25 wouldn't work for us any longer.

1 Q Did he make any statement to you about that?

2 A No sir.

3 Q Did he make any statement to anybody else in
4 your organization that you know of?

5 A Not that I know of. We had a number of them
6 that did the same thing.

7 Q What do you personally know about Mr. Brown,
8 have you ever had any personal contact with him or do you
9 have any personal recollection of him?

10 A I remember roughly what he looked like but
11 that's about all.

12 Q You don't remember any particular jobs he may
13 have worked on or anything like that?

14 A No sir, I don't.

15 Q The next name on the list is William Bartholomew
16 and you have not made any marks beside it, which I would
17 assume means you don't know anything about him?

18 A We don't have any record of him having ever
19 worked for us, I think I know him but I'm not positive, I
20 think I've seen him but I wouldn't be positive.

21 Q How would you know him if he had not worked
22 for you?

23 A Well, that I really don't know but I think he
24 was a member of the Charlotte local union one time and I
25 think I came in contact with him some place or other, I'm not

1 positive on that though.

2 Q The next name is W. J. Bumgardner, you've
3 got on your list William J. Bumgardner, that he was employed
4 in September of Sixty-four, no file, terminated question mark?

5 A He worked for us three weeks and two days I
6 believe.

7 Q Do you know anything else about him, where he
8 worked, what job he was on?

9 A He worked at Champion Paper, Canton, North
10 Carolina.

11 Q And do you have any idea what materials he
12 used on that job?

13 A I wouldn't have any idea.

14 Q Would you have a job file on that job?

15 A I doubt it.

16 Q Could you check that for us?

17 A We could check it but I doubt if we have one.

18 Q Canton, North Carolina?

19 A Champion Paper.

20 Q Champion Paper. And that would be in Nineteen
21 Sixty-four sometime?

22 A Yes.

23 Q All right sir. Do you have any recollection
24 other than what you've just told us about that man,
25 Mr. Bumgardner?

1 A Do I have any recollection, not really I don't
2 think, only what I've told you. I know something about him,
3 in fact I've found out quite a bit about him, but I know he
4 worked for Guy M. Beaty and Company in Charlotte since
5 Nineteen Fifty-three except the short time he worked for us.

6 Q What other type of information do you have
7 about him?

8 A That's basically it.

9 Q Okay. You said you learned a good bit about him
10 and I was just wondering what that was?

11 A Well, I've learned a good bit about where he
12 worked in trying to find out --- Russell Johnson supplied me
13 with most of the information I have on him.

14 (OFF THE RECORD)

15 Q All right sir, during this break your attorney
16 has explained to us what you do have some information since
17 the case came that would have come from persons other than
18 you and possibly persons that were not even in your employ?

19 A Right.

20 Q And if you would, if you cross lines of what
21 you know and what you've heard, if you'd just let us know
22 where we know what you know of your own personal knowledge.

23 A Well, basically what I know about him is
24 that he's insulator and that he worked for Guy M. Beaty I guess
25 about all the time except for a short time that he worked for

1 us, he quit Beaty and came to work with us and he didn't like
2 the hours and went back to work with Beaty.

3 Q What kind of hours did you all work that were
4 unusual?

5 A Well, we were working forty hours and he said
6 he was getting to work sixty and seventy hours with Beaty.

7 Q Now the next name on the list is Olive Caines,
8 you have a check beside him, I think on Exhibit Number Two
9 it's listed under the name Dorothy Wolf Caines, do you see
10 that one down there?

11 A Yeah.

12 Q Do you have any idea whether Dorothy Wolf Caines
13 is Oliver's wife or what the situation is?

14 A No sir, I don't know anything about him or her.

15 Q I think the information there speaks for itself,
16 but you have no personal knowledge of that name at all?

17 A No personal knowledge.

18 Q The next name is Leon Davis, you also have him
19 about half way down on Number Two.

20 A I don't know him either, I don't know anything
21 personally except what our records show.

22 Q I think this is probably the quickest way to
23 go about it, if you can tell me right off that you have no
24 additional information other than what's on this list we'll
25 probably get through it a whole lot quicker, and after we get

1 the records we might want to ask you some more questions, but
2 I'm trying to speed things up.

3 Wayne Duncan is the next name.

4 A Wayne Duncan?

5 Q Yes sir, he's up toward the top on your list.

6 A Yeah. I don't have any information, I don't
7 know anything about him personally.

8 Q Have you ever met Mr. Duncan?

9 A Not that I know of.

10 Q Thomas Heath?

11 A I have no knowledge of him other than what's on
12 this record.

13 Q Henry Koontz?

14 A I don't know him personally, I have no personal
15 knowledge of him.

16 Q Now there's an indication of your list of Floyd
17 L. Koontz, I would assume that's a different person?

18 A What Koontz do you have?

19 Q I have Henry on this list.

20 A I don't know, I was thinking it was the same
21 one.

22 Q Okay, you were assuming that the one you were
23 making the answer for was Floyd Koontz?

24 A Right. I have no knowledge of him.

25 Q You have no personal knowledge of either one of

1 these people?

2 A That's right.

3 Q I'm going to draw a circle around your check
4 beside this man's name cause we don't know, right?

5 A That's right.

6 MR. RICHARDSON: Just for your information, I
7 don't know a Henry Koontz.

8 MR. McKAY: Do ya'll have the wrong name there
9 and it should be Floyd?

10 MR. DAVIES: Probably, yeah.

11 Q (Mr. Davies) All right sir, the next name
12 down is Kenneth Kidd, Kenneth Lee Kidd I think it is, and you
13 indicate that you have no record?

14 A No record.

15 Q Next is Robert Quattlebaum.

16 A I know Robert.

17 Q I thought you might, sir. Why do you know
18 Mr. Quattlebaum?

19 A Well, Mr. Quattlebaum is business agent for
20 the Columbia local and he has worked for us, I don't know,
21 more than one time he's worked for us. I believe we only
22 have employed Two/One/Sixty-two there but I believe he's
23 worked for us more than once.

24 Q All right sir. Would Two/One/Sixty-two
25 probably be the first time?

1 A It'd probably be the last time.

2 Q The last time?

3 A Yes sir.

4 Q And we've gone through the other things except
5 Industrial Insulation, what does that mean?

6 A That was Industrial Associates we had in
7 Augusta at one time.

8 Q What now?

9 A Industrial Associates, which we have Birmingham
10 and Jacksonville now, and we had an earlier Industrial
11 Associates in Augusta and he worked out of that office.

12 Q So that was a subdivision so to speak?

13 A Subsidiary.

14 Q Were there any other subdivisions like this that
15 you have had that you haven't mentioned today?

16 A No.

17 (OFF THE RECORD)

18 Q What is Industrial Insulation?

19 A Well, I think it should be Industrial Associates
20 instead of Industrial Insulation.

21 Q So there was a subsidiary or subdivision of
22 Covil by the name of either Industrial Insulation or
23 Industrial Associates?

24 A Insulation or Industrial Associates. Now let
25 me kind of explain this. We bought out a small outfit in

1 Augusta at that time and they were known as Industrial
2 Insulation when we bought them and I think that we changed
3 the name to Industrial Associates in order to get them
4 qualified to do work in North Carolina, which already had
5 Industrial Insulation in North Carolina, we changed the name,
6 and we kept it for awhile and then we discontinued it but we
7 kept the name inactive and when we bought the two Keene
8 operations in Birmingham and Jacksonville we activated it and
9 put them under that corporation.

10 Q What about the records of the old Industrial
11 Insulation Company that became Industrial Associates for some
12 period of time?

13 A Well, what records we have would be in Greenville.

14 Q So the other things things that you've talked
15 about your records are not necessarily true, you've got all
16 the records you would have here?

17 A Right.

18 Q Was that an asset buy out also?

19 A Yes sir.

20 Q All right sir, now go back to Mr. Quattlebaum's
21 situation, this would indicate that in Nineteen Sixty-two
22 he worked for Industrial Insulation after you had taken it
23 over probably?

24 A Right.

25 Q Do you have any knowledge yourself, other than

1 what might be in your file, of what jobs he worked on or any-
2 thing of that nature?

3 A I couldn't remember that.

4 Q Do you have any personal knowledge of him other
5 than in his position as business agent of the union?

6 A Well, I've known him for a number of years and
7 he worked for me on a job one time when I was superintendent
8 of a job down in Augusta, I was working for Kehr Brothers
9 out of Savannah, Georgia, and that's K-e-h-r, Kehr Brothers,
10 and I was superintendent of the job and Robert worked on a
11 job down there for me.

12 Q What do you recall about that job?

13 A Not very much.

14 Q What were you doing?

15 A This was an Army hospital at the old Forest
16 Hills Hotel, we converted this hotel into an Army Hospital
17 during the first part of World War II.

18 Q This would be sometime from Nineteen Forty to
19 Forty-two or something?

20 A Yeah, somewhere back in that area.

21 Q Do you have any files or anything that would
22 show us ---

23 A No sir. And I've had different contacts with
24 Robert in his position as business agent.

25 Q All right, I'm going to get into that in just

1 a minute, but other than ¹⁶⁴³⁰ in his position as business agent
2 is there anything else you can recall?

3 A No sir.

4 Q Is there any more information you can remember
5 about this job for Kehr Brothers?

6 A That's been a long time. Well, basically I
7 know what the job was and I know that he worked on the job,
8 where he worked on it or what he did on the job, other than an
9 insulation mechanic, I couldn't ---

10 Q You don't remember what products you used or
11 anything like that?

12 A No sir, I'm not sure.

13 Q Now in his position as business agent could
14 you summarize for us your dealings with him and what you know
15 about him in that light?

16 A Well, I've dealt with him, when we were operat-
17 ing union shop I've dealt with him as far as getting people
18 from him to work and calling him and telling him we needed
19 so many men and stuff like that, and that's about the extent
20 of that.

21 Q Have you ever had any conversations with him
22 other than concerning the number of men needed for a job and
23 him supplying the men to you?

24 A Well, I've had some conversation with him and
25 he's come to see me a couple of times after we severed

1 connection with the union trying to get me to sign back up
2 with the union, we've had meetings and conversations about that

3 Q All right sir. In any of these meetings and
4 conversations while you all were still doing business together
5 was anything ever mentioned about work conditions or use of
6 respirators or asbestos or anything of that nature?

7 A No sir, not that I remember.

8 Q Has he ever talked to you at all about
9 contributions or donations or deductions from the pay of any
10 of your insulation workers for any medical research?

11 A No sir, not that I recall.

12 Q So essentially your business dealings with him
13 would have stopped in Nineteen Sixty-two except for these
14 visits when he was trying to talk you into ---

15 A That's right.

16 Q During these conversations with you would he
17 mention to you any of the benefits of the union that would
18 be involved with our law suit here, in other words, would it
19 have anything to do with asbestos?

20 A I don't recall.

21 (AT THIS POINT THERE WAS A BREAK FOR LUNCH.)

22 Q Mr. Covil, we had stopped talking about Mr.
23 Robert Quattlebaum, the next name on the list is Gary Lee Smith,
24 you do not have any checked, do you have any knowledge of him
25 at all?

1 A Gary L. Smith?

2 Q Yes sir.

3 A Well, on this it says he was employed One/Nine/
4 Sixty-two, I don't know anything about him.

5 Q All right sir. Well, he was not checked so he
6 should have been checked, is that correct?

7 A Yeah, that's right.

8 Q All right sir, I'm going to add a check beside
9 his name in your stead if that's all right.

10 A All right, I didn't recognize that one.

11 Q So he was an x-employee but you do not have any
12 file and you do not have any personal knowledge of him?

13 A I have no personal knowledge of him.

14 Q Charles Turner is the next name.

15 A Charles Donald Turner?

16 Q Yes sir.

17 A I know him and he was employed with us for
18 awhile when we were operating union shop and when we separated
19 union he left.

20 Q All right sir. Now you did not have a check by
21 him either, I'm going to put a check by him.

22 A Okay.

23 Q And what did you say about personal knowledge,
24 that he left after the union shop ---

25 A Yeah, after the union shop ended.

1 Q Did you talk to him about why he was leaving
2 or anything?

3 A No.

4 Q Murrell Wilson is the next name.

5 A Murrell Wilson?

6 Q On the big list over there is what I'm speaking
7 of.

8 A I have no knowledge of him.

9 Q Okay. Grover Norris.

10 A Grover Norris, I have no knowledge of him.

11 Q John White.

12 A I know John.

13 Q All right sir. I would assume he is on this
14 list on Exhibit Number Two?

15 A Yeah.

16 Q Okay, here he is about half way down?

17 A Right.

18 Q You have terminated Nineteen Sixty-four, do you
19 know what happened there?

20 A Well, he --- and I believe that ought to be
21 Nineteen Seventy-four instead of Sixty-four there, he was in
22 the union and when we separated he left and then he came back
23 and went to work with us for awhile and worked with us for
24 awhile, and I believe the last time he was terminated was
25 Seventy-four instead of Sixty-four, I'm not really positive of

1 that, but when we get those records we'll look at it and see.

2 Q What other personal knowledge do you have
3 about John White?

4 A Very little, I just know him as a workman.

5 Q Do you know of any particular jobs he may have
6 worked on?

7 A The last job he worked on was at Lyman Finishing
8 Lyman, I remember looking that up.

9 Q Do you have any other information about that?

10 A No sir.

11 Q Is what you look up in his file that's going to
12 be brought over here?

13 A I believe it will be.

14 Q But you have no other personal knowledge other
15 than he did work for your company?

16 A No.

17 Q The next name is Walter White and he should be
18 on this list somewhere I believe?

19 A Yeah, I knew him and he had much the same
20 situation as John, he belonged to the union and when we
21 separated with them he left and I don't believe he ever worked
22 with us any more after that.

23 Q Now did you know him personally or do you have
24 any personal knowledge of anything concerning his situation
25 with Covil?

1 A Well, I know him cause he was a foreman for us
2 for awhile when he was working with us, I had more knowledge
3 of him than I did of John, but other than going into the
4 work relationship that's about all I know about him.

5 Q He would have left then around Nineteen Sixty-
6 two?

7 A Right.

8 Q Do you know anything about his health at that
9 time?

10 A As far as I know it was good at that point.

11 Q Do you know anything about any particular jobs
12 that he may have worked on?

13 A Since then or when he worked with us?

14 Q At that time, up until that time for Covil,
15 in other words.

16 A I couldn't tell you right offhand.

17 Q Do you know of anything after that time?

18 A No, he never worked with us after that.

19 Q The next name is Furman Gause.

20 A I don't know him at all.

21 Q So you wouldn't have any information other than
22 that on Exhibit Two and his file?

23 A Right.

24 Q Donald Murray.

25 A Donald Murray.

1 Q Donald C. Murray according to ---

2 A I'm assuming he's the Murray that had Northeast
3 Georgia Insulation Company, or is he not?

4 Q That did what, sir?

5 A Had Northeast Georgia Insulation Company, there
6 was a Murray that owned that, I'm assuming this is him. Now
7 there's several Murrays that was in the insulation business
8 and I don't know ---

9 MR. RICHARDSON: That's Levis Murray I believe.

10 THE WITNESS: Levis Murray, right, you're right.
11 I don't know Donald Murray.

12 Q (Mr. Davies) All right sir, so this X mark that
13 you put on here would not be correct if that's not the Murray
14 that owned that?

15 A No.

16 Q All right sir, I'm going to put a circle around
17 that X on this exhibit just to show that this is another one
18 that you indicate you do not know.

19 A All right.

20 Q The next name is Franklin Fowler.

21 A I'm assuming that's the ---

22 Q Dan Fowler?

23 A Dan Fowler, I'm assuming that's Dan Fowler.

24 Q All right sir, what do you know about Dan
25 Fowler of your own knowledge?

1 A I know he's no good.

2 Q Did he work for you?

3 A Yes sir.

4 Q Is he on this Exhibit Two? I do not think he's
5 a Plaintiff ---

6 A Yeah, he's right under Donald Murray.

7 Q No, on Exhibit Two, the list that you had. I
8 don't think you would have him because he's not a Plaintiff
9 as yet.

10 A Okay.

11 Q Would you have a personnel file of any kind on
12 him?

13 A I'm not sure, we might.

14 Q All right sir. I'd like to add that to our
15 list of requested information, please.

16 (OFF THE RECORD)

17 Q Anything else of your personal knowledge that
18 you know about Mr. Fowler?

19 A Well, I know he worked for us and he was always
20 a trouble maker when he worked for us, and he was business
21 agent for Greenville local for awhile and he's the number one
22 reason we didn't stay with them.

23 Q Were there any particular discussions with him
24 that you recall?

25 A Well, you can't discuss anything with him.

1 Q What do you mean?

2 A Dan is this way it is and that's all there is
3 to it, you don't have any say-so, you can't discuss anything
4 with him.

5 Q Was there any specific problem that caused the
6 falling out between your organization and the union?

7 A Well, he ran for business agent on the grounds
8 that he was going to get Covil Insulation Company.

9 Q By "get Covil Insulation Company I assume you
10 mean with a capital G so to speak?

11 A Yeah.

12 Q All right sir, but this had nothing to do with
13 products or any of the hazards involved in the business or
14 anything like that?

15 A No, he's just an obnoxious individual, that's
16 all I can say.

17 Q Okay. Have you had any contact with him since
18 Nineteen Sixty-two when the break occurred?

19 A Yes.

20 Q What sort of contact?

21 A Well, he has come to see me a time or two and
22 called me several times.

23 Q What have these conversations been about?

24 A Well, mainly about trying to get us to sign back
25 up with the union.

1 Q Same sort of conversations you've had with
2 Mr. Quattlebaum?

3 A Right, except different.

4 Q In tone I assume?

5 A Right.

6 Q Has anything been mentioned in these conversa-
7 tions concerning health or safety or asbestos itself or any-
8 thing of that nature?

9 A No sir.

10 Q Do you have any other information about
11 Mr. Fowler that we can put on the record?

12 A No.

13 Q All right, the next name is James Prim. You
14 indicate that you might have heard of him?

15 A I know him or did know him. He never worked
16 for us that I know of, he worked with Porter-Hayden in
17 Charlotte and was foreman for them and I came in contact with
18 him a number of times. I don't know, he may have come by and
19 picked up material at our warehouse, I don't remember that, but
20 sometime we'd be working on the same job that they were and
21 I seen him on these jobs is mostly where I came in contact with
22 him.

23 Q Well, do you have any personal knowledge of
24 any products that he would have been using or anything of
25 that nature?

1 A No sir.

2 Q Anything else you would know about him, anything
3 at all?

4 A That's about all I know about him.

5 Q George Glazier, and I may be mispronouncing
6 that, G-l-a-z-i-e-r.

7 A I don't believe I know him at all.

8 Q Okay, sir. Bobby Taylor, he is one of the
9 Plaintiffs so he's probably on your list over here.

10 A Bobby Taylor, yeah, he was employed with us
11 for awhile for I don't know him and I don't remember anything
12 about him.

13 Q All right sir. And so you would not know his
14 wife either?

15 A No.

16 Q Harold Taylor, Harold Lee Taylor, number two on
17 your Exhibit Two. Other than the information on that sheet
18 do you know ---

19 A I wouldn't know anything personally about him
20 other than that.

21 Q And I would assume you would not know his wife
22 either?

23 A No.

24 Q Do you have any idea why either one of these
25 people were terminated, Bobby Taylor or Harold Lee Taylor?

1 A No. A lot of times these people are hired on
2 a particular job and when the job is over they are terminated.

3 Q By terminated you just mean they are stopping
4 work for you?

5 A Right, I don't mean they're fired. Terminated,
6 when we the term terminated I don't mean they're fired or
7 anything like that, but we may have a dozen people on a job
8 and when that job is finished they're through as far as we're
9 concerned, you know, and we call them terminated at that point.
10 Sometimes we move some to other jobs.

11 Q Do you know John Call or have any knowledge at
12 all about John Call?

13 A John Call, I have no knowledge of him at all.

14 Q John Gatlin?

15 A I don't believe I know him either, I have no
16 knowledge of him.

17 Q Marion Ruff?

18 A I may have checked that in error, I don't know.
19 I know a couple of Ruff boys that were insulators but I'm not
20 sure.

21 MR. PALER: You had one working for you named
22 John S.

23 THE WITNESS: Yeah, I know him. I think him
24 and Marion are brothers, as far as I know, I'm not sure.

25 Q (Mr. Davies) But John S. Ruff does work for you?

1 A Right.

2 Q Do you know anything about him personally?

3 A No sir.

4 Q I don't see his name on this Covil Exhibit
5 Number Three.

6 A Who, John?

7 Q John S. Ruff. I'm going to add his name on the
8 bottom of here, just where we can try to keep this list up-to-
9 date.

10 MR. McKAY: You mean on the bottom of the
11 second page?

12 MR. DAVIES: Yes.

13 THE WITNESS: There are several those Ruff boys
14 that are all insulators.

15 Q (Mr. Davies) Do you know anything particularly
16 about any of them?

17 A Well, I know more about the one named Wallace
18 than any of the rest of them because he worked for us up until
19 right recently.

20 Q Is he kin to John Ruff?

21 A I believe he's a brother to him, I believe
22 they're all brothers, they're either brothers or cousins, I
23 don't know, they're all in the same family, I know that.

24 Q How about John Brinson?

25 A John Brinson, I don't think I know him either.

1 Q Robert Showman?

2 A No sir.

3 Q Billy Bowers?

4 A I don't think I do. Now we had a Bowers work
5 for us one time but I don't believe his name was Billy, I
6 don't think he was the same one.

7 Q Rufus Matthews?

8 A I don't know him either.

9 (OFF THE RECORD)

10 Q You say you don't know anything about Rufus
11 Matthews?

12 A I don't believe so.

13 Q He is not your list, which I think was made up
14 on July the Seventh, but it's my understand that he is a
15 Plaintiff in these cases, but you don't have him on your list?

16 A As far as I know I have no knowledge of him at
17 all.

18 Q Now the next name that was typed in was Otis
19 Huggins and somebody has written Ocie Huggins.
Do you know Ocie Huggins?

20 A ~~Ocie is right.~~

21 Q ~~Ocie is the proper name?~~

22 A Right.

23 Q And he has worked for you?

24 A Yes sir, not recently but in the past.

25 Q Do you have any personal recollection of

1 Mr. Huggins?

2 A No sir, I've seen him on the job but I don't
3 have any knowledge of him other than that.

4 Q Would you know what jobs you had seen him on?

5 A No sir, I wouldn't right offhand.

6 Q Is there any way the way your records are set up
7 for us to give you a person's name and you to be able to tell
8 us what job files we ought to review for that particular
9 person?

10 A I doubt it.

11 Q The only way would be to ask you or Mr. Johnson?

12 A Well, Russell could probably tell you what job
13 they worked on cause that's been his responsibility and he's
14 had that, and I don't --- I mean the only time I would know
15 some of these people is when I've visited a job or went on the
16 job, something like that, and see them or be introduced to
17 them or something like that, but Russell I'm pretty sure can
18 tell you a good many of the jobs that they worked on.

19 (OFF THE RECORD)

20 Q J. C. Derrick?

21 A Now I checked J. C. Derrick that I knew him and
22 is that Gary Derrick or does anybody know? If it's not Gary
23 I don't know him.

24 MR. DAVIES: Gary Derrick?

25 MR. RICHARDSON: No, John.

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1 THE WITNESS: John Derrick, no, that's wrong
2 then cause I don't know him.

3 Q (Mr. Davies) Okay. Well, I'm circling your
4 X on here again to show that there may be some changes.

5 A Okay.

6 Q How about R. L. Turner?

7 A I believe he worked for us and he was in the
8 union and when we separated from then that's when he left.

9 Q All right sir. Do you have any personal know-
10 ledge of him, do you know anything about his jobs or anything
11 like that?

12 A I know he worked for me one time on a job for
13 about ten months and he had thirteen teeth pulled while he was
14 working, according to him.

15 MR. McKAY: You mean he had thirteen absences
16 for having teeth pulled.

17 THE WITNESS: Yeah, he'd stay out and say I had
18 to go to the dentist to have a tooth pulled, and I counted
19 thirteen times he did that in ten months.

20 Q (Mr. Davies) Does he have a nickname?

21 A I believe he does but I don't know what it is.

22 Q Linc Turner, does that sound right?

23 A Yes, that sounds right.

24 Q Do you know anything else about him besides his
25 relative lack of teeth?

1 A No.

2 Q How about the next name down there, I'm not
3 sure about the pronunciation but it looks like Oyce Chancy?

4 A I don't believe I know him.

5 Q Claude Gunnells?

6 A No.

7 Q Idalee Wiggins?

8 A No.

9 Q Janie Thomas?

10 A No.

11 Q Ernest Knight?

12 A I don't think so.

13 Q Isiah Mood?

14 A No.

15 Q John Harold Pendley?

16 A According to our records here he worked for us
17 some, I don't know him other than that.

18 Q Franklin Brooks?

19 A No.

20 Q Horace G. Waters, Jr.?

21 A I don't know him.

22 Q Jerome Kaminski?

23 A No.

24 Q William J. Buff?

25 A Nothing about him.

1 Q Gordon Barnett, you have an indication that you
2 knew him.

3 A I knew Gordon.

4 Q What personal knowledge do you have of
5 Mr. Barnett?

6 A I thought one time he worked for us but we
7 couldn't find any record on him, I don't know if he ever did
8 or not, but I knew Gordon when he was going to Parker High
9 School and played football, and I've seen him a number of
10 times after that. I thought he had worked for us but we didn't
11 turn up any records of him having worked for us.

12 MR. ARNOLD: He was a brother to Bennie, I'm
13 sure he was a brother to Bennie Barnett, who's dead.

14 MR. DAVIES: Bennie is not dead, Gordon is the
15 one that's dead.

16 MR. ARNOLD: Huh?

17 MR. DAVIES: Gordon is the one that's dead.

18 MR. ARNOLD: He is?

19 MR. DAVIES: Yeah, Bennie is the administrator.

20 Q (Mr. Davies) Roy King?

21 A Now we have one listed as Roy E. King and I'm
22 assuming that's the same one and I know him.

23 Q Other than the information on your list over
24 here, Exhibit Number Two, do you have any personal information
25 about Mr. King?

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1 A Very little.

2 Q Well, what would you have?

3 A Well, I know he was business agent for
4 Charleston local one time and that's about the only thing.

5 Q Did you ever have any dealings with him when
6 he was business agent?

7 A I've had some dealings with him.

8 Q What was discussed during those conversations?

9 A Mostly manpower.

10 Q Anything else that you recall?

11 A That's about all I know.

12 Q There's an indication here that he did work
13 for you but you don't have any personal recollection of
14 anything about his work history with you?

15 A No.

16 Q Levy Scott?

17 A I don't believe I know him.

18 Q Earl Tuck?

19 A I know Earl Tuck. He worked for us at one time
20 and he was in the same situation as these other people, he was
21 a union member and when we severed connections with them he
22 quit.

23 Q Do you remember having any conversations with
24 him as to why he quit or anything of that nature?

25 A No.

1 Q To your knowledge he has not been employed by
2 you since Nineteen Sixty-two?

3 A Not since Nineteen Sixty-two.

4 Q And you have no other personal knowledge about
5 him?

6 A No.

7 Q How about Herbert William Davis?

8 A I don't know him either.

9 Q Everette Bouchelle?

10 A Bouchelle, I don't believe I know him at all.

11 Q And now we're down to Rooster Kastner, Ernest
12 Kastner.

13 A He works for us.

14 Q He still works for you?

15 A Still works for us.

16 Q And as I understand it you are going to have
17 his record brought over here for us?

18 A Yes.

19 Q How long has he worked for you, approximately?

20 A I'm going to say twenty-five years roughly.

21 Q Do you personally --- have you known him that
22 long?

23 A Yes sir.

24 Q What is his position with your company at the
25 present time?

1 A He's insulation foreman.

2 Q How long has he been a foreman, do you know?

3 A About nine or ten years.

4 Q And before that he was just a mechanic?

5 A Right.

6 Q Do you know whether he is or has been a member
7 of the union?

8 A He has been.

9 Q Do you know whether he is now or not?

10 A I don't know.

11 Q Did he ever participate in any negotiations
12 for union contracts or represent the union in any way?

13 A Not that I recall.

14 Q Was he ever a shop steward?

15 A I don't know.

16 Q To your knowledge?

17 A Not to my knowledge. There's three of those
18 boys that work --- he's got two brothers that work at the trade
19 too.

20 Q Kastner has?

21 A Yeah.

22 Q What are their names?

23 A Lewis and I don't remember the other one's first
24 name now. Lewis I know and Lewis works for us now, but the
25 other one is not in the insulation business now, he's a sales-