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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 37**

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INDEX

ORDERS

2021.11.05 Discovery ORDER Granting Covil's Motions to Compel Penn National	1
2022.02.11 Proposed ORDER on Covil's Motion for Protective ORDER.....	5
2022.05.05 ORDER on Discovery Motions	10
2022.05.26 ORDER on Motion for Reconsideration.....	26
2022.09.16 Proposed Scheduling ORDER	30
2022.11.16 ORDER on Discovery Motions	33
2022.12.06 ORDER on Penn Nationals Motion to Confirm Jury Trial Demand	37
2023.05.11 ORDER Granting Covil's Motion for Attorneys' Fees and Cost	40
2023.06.08 Form 4 Judgment in a Civil Case.....	54
2023.06.16 Scheduling ORDER	58
2023.09.06 ORDER Scheduling	61
2024.03.01 Final ORDER on Findings of Fact and Conclusions of Law.....	64
2024.04.05 ORDER Approving Covils Report on Attorney's Fees and Costs.....	167
2024.04.05 ORDER Denying PN Post-Trial Motions.....	170

PLEADINGS, MOTIONS, AND OTHER FILINGS

2020.04.27 Summons and Complaint	177
2020.06.01 Defendant Penn National's Answer to Complaint for Declaratory Judgment and Breach of Contract	193
2021.03.31 Penn National Answer to Complaint for Declaratory Judgment and Breach of Contract.....	203
2021.08.20 Covil's Notice of Motion and Motion to Compel w Exhibits	211
2021.09.08 Covil's Second Supplemental Motion to Compel and for Sanctions w Exhibits..	277
2021.09.08 Stipulation of Dismissal of SC Property	310

2021.10.05 Covil's Notice of Third Supplemental Motion to Compel w Exhibits	311
2021.10.25 Penn National Memorandum in Opposition to Motion to Compel w Exhibits	334
2021.12.07 Interim Report Regarding Progress of Document Sampling	409
2021.12.10 Covil's Notice of Motion and Motion for Protective ORDER w Exhibits.....	412
2021.12.15 Penn National's Response to Pl's Motion for Protective ORDER	429
2021.12.21 Covil's Supplemental Motion for Discovery ORDER on Costs of Policy Search w Exhibits	434
2021.12.22 Penn National's Motion to Quash Covil's Notice of 30(b)(6) Deposition	442
2021.12.28 Covil's Opposition to Penn Nationals Motion to Quash Rule 30(b)(6) Deposition w Exhibits	453
2021.12.29 Covil's Notice of Motion and Motion to Compel w Exhibits	548
2022.01.03 Receiver's Motion for Evidentiary Hearing on the Scope of Penn National's Spoliation of Evidence	709
2022.01.07 Penn National's Reply to Pl's Opposition to Motion to Quash and for Protective ORDER w Exhibits.....	715
2022.01.07 Second Interim Report	785
2022.02.07 Third Interim Report Regarding Progress of Document Sampling	788
2022.02.24 Covil's Notice of Motion and Motion to Compel w Exhibits	790
2022.03.07 Fourth Interim Report Regarding Progress of Document Sampling.....	845
2022.03.23 Notice of Filing of Ellis & Winters Report.....	847
2022.04.01 Covil's Supplemental Notice of Motion and Motion to Compel w Exhibits	854
2022.04.07 Notice of Filing of Documents in Support of Penn National's Response in Opposition to Third Motion to Compel w Exhibits	921
2022.04.07 Penn National's Response in Opposition to Plaintiff's Third Motion to Compel .	980
2022.05.12 Supplemental Notice of Filing w Exhibits.....	991
2022.05.16 Penn National's Motion for Reconsideration	997

2022.05.18 Covil's Opposition to Penn National's Motion for Reconsideration of Court's May 5, 2022 ORDER	1058
2022.05.19 Notice of filing of Documents in Support of Penn National's Motion for Reconsideration.....	1064
2022.05.31 Letter re Notice of Appeal	1084
2022.05.31 Notice of Appeal	1085
2022.07.19 Report on Receivership Covil Corporation w Exhibits	1109
2022.09.06 Receiver for Covil Status Report	1142
2022.11.04 Receiver for Covil Motion to Compel Discovery with exhibits	1147
2022.11.07 Jury Demand Letter to Judge Toal	1233
2022.11.08 Poswal email regarding preserving Penn National's position on its right to a jury trial	1234
2022.11.10 Penn National Response in Opp to Motion to Compel.....	1236
2022.11.10 Receiver for Covil Pre-Trial Hearing Status Report.....	1278
2022.11.11 Penn National Response to Pre-Trial Status Report	1328
2022.11.23 Penn National Pre-Marked Trial Exhibit and Witness List	1332
2022.11.23 Receiver for Covil Trial Exhibit List	1337
2022.11.23 Receiver for Covil Trial Witness List.....	1354
2022.11.30 Penn National Motion in Limine to Exclude Certain Opinions and Testimony of Sharla Frost	1356
2022.11.30 Penn National Motion in Limine to Exclude Testimony of Charles M. Miller and Related Evidence.....	1565
2022.11.30 Penn National's Objections to Receiver's Designation of Trial Exhibits.....	1758
2022.11.30 Receiver's Motion in Limine to Exclude Evidence of the Receiver's Compensation and Qualified Settlement Fund	1776
2022.11.30 Receiver for Covil Objections to Pre-Marked Trial Exhibits	1780

2022.12.02 Penn Nationals Motion to Confirm Jury Trial Demand.....	1785
2022.12.05 Receiver for Covil Amended Trial Exhibit List.....	1803
2022.12.05 Receiver for Covil Proposed Findings of Fact and Conclusions of Law.....	1821
2022.12.05 Penn National's Deposition Designations.....	1893
2022.12.05 Penn National Proposed Conclusions of Fact and Law	2411
2022.12.06 Notice of Dismissal of Sam J. Crain & Co	2434
2022.12.06 Plaintiff Notice That It Seeks Only Declarations Concerning Its Policies with Penn National	2435
2022.12.07 Notice of Appeal of 12.6.22 ORDER	2437
2022.12.08 Letter from Retired Chief Justice Toal	2446
2023.01.17 Motion to Enforce May 5, 2022 Discovery ORDER and Establish Schedule for Compliance	2447
2023.02.17 Motion for Attorney's Fees and Cost	2476
2023.04.18 Defendants Memorandum in Response to Motion for Attorney's Fees and Cost.....	2573
2023.04.26 Supplemental Declaration of Jonathan M. Robinson in Support of Motion for Attorney's Fees and Costs with Exhibits	2589
2023.04.26 Supplemental Declaration of Marghretta H. Shisko in Support of Receiver's Motion for Attorney's Fees and Cost	2656
2023.05.22 Defendant's Motion to Reconsider with Exhibit 1	2680
2023.05.23 Report of the Receiver for Covil Corporation with Exhibits 1-2.....	2754
2023.05.25 Interim Status Report of Penn National	2835
2023.06.02 Receiver's Opposition to Penn National Motion for Reconsideration of the Court's May 12, 2023 Order with Exhibits 1-6	2838
2023.06.08 Second Interim Status Report of Penn National	2900
2023.06.23 Third Interim Status Report of Penn National	2902

2023.07.05 Letter from K. Shealy to J. Robinson Forwarding Attorney Fees	2905
2023.07.06 Fourth Interim Status Report of Penn National	2906
2023.07.20 Fifth Interim Status Report of Penn National	2909
2023.07.20 Receipt and Satisfaction of Judgment with Exhibit A	2912
2023.08.03 Final Report of Penn National re Status of Compliance	2928
2023.08.10 Report of the Receiver for Covil Corporation with Exhibits 1-4.....	2931
2023.08.11 Affidavit of Reifsnyder	3091
2023.09.11 Affidavit of Brent Reifsnyder	3093
2023.09.11 Ninth Interim Status Report of Penn National	3095
2023.09.25 Tenth Interim Status Report of Penn National	3099
2023.10.09 Eleventh Interim Status Report of Penn National	3102
2023.10.24 Receiver for Covil Pre-Trial Hearing Status Report.....	3107
2023.10.24 Twelfth Interim Status Report of Penn National	3113
2023.11.02 Receiver for Covil Amended Fact and Expert Disclosures	3117
2023.11.02 Receiver for Covil Amended Trial Exhibit List.....	3122
2023.11.03 Plaintiff's Opposition to Penn National's Motion in Limine to Exclude Testimony of Charles Miller and Related Evidence.....	3143
2023.11.03 Plaintiff's Response to Penn National's Motion in Limine to Exclude Testimony of Sharla Frost and Related Evidence	3167
2023.11.07 Thirteenth Interim Status Report.....	3196
2023.11.17 Penn National Amended Pre-Marked Trial Exhibit and Trial Witness List.....	3200
2023.11.17 Penn National Cross Deposition Designations and Objections	3205
2023.11.17 Penn National Motion for Summary Judgment	3217
2023.11.20 Covil Third Amended Trial Exhibit List.....	3238

2023.11.20 Covil’s Trial Witness List	3259
2023.11.21 Covil’s Status Report	3261
2023.11.21 Penn National’s Memorandum of Law in Support of Motion for Summary Judgment	3267
2023.11.22 Covil’s Opposition to Penn National’s Motion for Summary Judgment.....	3421
2023.11.22 Penn Nationals Second Amended Trial Exhibit List	3469
2023.12.05 Fifteenth Interim Status Report of Penn National.....	3474
2023.12.19 Sixteenth Interim Status Report	3479
2024.01.02 Seventeenth Interim Status Report.....	3484
2024.01.12 Receiver for Covil Corporation's Proposed Findings of Fact and Conclusions of Law.....	3489
2024.01.12 Penn National's Findings of Fact and Conclusions of Law Proposed	3592
2024.01.16 Eighteenth Interim Status Report.....	3628
2024.01.30 Nineteenth Interim Status Report.....	3633
2024.02.13 Twentieth Interim Status Report	3638
2024.02.27 Twenty-First Interim Status Report	3643
2024.03.08 Penn Nationals Final Status Report	3648
2024.03.11 Penn National's Post-Trial Motions	3653
2024.03.29 Receiver's Report on Attorney's Fees and Cost w Exhibits	3666
2024.04.25 COA - Notice of Appeal w Exhibit.....	3950
COURT OF APPEAL	
2022.06.06 Petition for Writ of Certiorari, Appellate Case No. 2022-000785.....	4125
2022.08.09 Appellate Case 2022-000761 Order Granting Motion to Dismiss Appeal	4156
2022.08.23 ORDER Denying Petition for Writ of Certiorari	4158
2022.08.24 Appellant's Petition for Rehearing and Suggestion for Rehearing En Banc.....	4160

2022.11.15 Appellate Case 2022-000761 Order Denying Petition for Rehearing	4194
2022.12.14 Motion to Dismiss & Expedite.....	4196
2022.12.16 Petition for Writ of Certiorari, Appellate Case No. 2022-001764.....	4404
2023.01.12 Appellate Case 2022-001764 ORDER Denying Petition for Writ of Certiorari	4434
2023.02.08 ORDER Granting Covil Motion to Dismiss	4436
2023.02.23 Appellant's Petition for Rehearing and Suggestion for Rehearing <i>En Banc</i>	4437
2023.06.06 ORDER Denying Petition for Rehearing.....	4458
2023.06.30 Remittitur from Court of Appeals to Lower court	4460
2023.07.06 Petition for Writ of Certiorari	4462
2023.11.07 SC Supreme Court Order Denying Petition for Writ	4484
2024.01.19 Remittitur from Court of Appeals.....	4486
TRANSCRIPTS - HEARING/TRIAL	
2022.01.11 Motions Hearing	4488
2022.04.11 Motions Hearing	4583
2022.09.08 Transcript of Record	4603
2022.11.14 Transcript of Record	4621
2023.10.25 Hearing Transcript	4732
2023.11.27 Trial Transcript - Day 1 AM	4743
Opening Statements	
By Mr. Nes.....	4789
By Mr. Shealy	4831
Testimony of Boyd Wright	
Direct Examination	4838
Cross-Examination.....	4856
Redirect Examination.....	4865
Testimony of Peter Protopapas	
Direct Examination	4869
Cross-Examination.....	4887

2023.11.27 Trial Transcript - Day 1 PM.....	4923
Continued Cross-Examination.....	4926
Testimony of Sharla Jo Frost	
Direct Examination.....	4953
Cross-Examination.....	5003
2023.11.28 Trial Transcript - Day 2 AM.....	5014
Testimony of Bernie Heinze	
Direct Examination.....	5020
Cross-Examination.....	5041
Examination by the Court.....	5067
Testimony of James Robertson, CPCU, ARM	
Direct Examination.....	5074
Cross-Examination.....	5108
Further Testimony of Boyd Wirght	
Examination by the Court.....	5120
Further Examination by Mr. Nes.....	5127
2023.11.28 Trial Transcript - Day 2 PM.....	5139
Closing Arguments	
By Mr. Nes.....	5142
By Mr. Brown.....	5181
By Mr. Shealy.....	5207
PENN NATIONAL TRIAL EXHIBITS	
Exhibit 1 - Complaint.....	5225
Exhibit 2 - Penn National's Answer to Complaint.....	5226
Exhibit 3 - Subpoena 5.29.2018 (Finch).....	5227
Exhibit 4 - Letter from Boyd Wright to Sabrina Stone with attached documents in Response to Subpoena 6.15.2018 (Finch).....	5242
Exhibit 5 - Penn National's Policy 1986-1987, Bates No. Penn National Policies 000001-43.....	5255
Exhibit 6 - Penn National's Policy 1987-1988, Bates No. Penn National Policies 000044-91.....	5298
Exhibit 7 - Covil's General Liability Underwriting Materials, Bates No. PNI-0304-392	5346
Exhibit 8 - Non-CGL Policy Documents Produced by Penn National, Bates No. PNI-0001-0303, PNI-0393-596, PNI-1162-1611	5435

Exhibit 9 - Covil's Policy Charts.....	6392
Exhibit 10 - Subpoena Duces Tecum to Penn National 2.8.2021	6394
Exhibit 11 - Brady Yntema's Letter to Marghretta Shisko 2.12.2021	6424
Exhibit 12 - Receiver's Responses to Penn National's First Set of Interrogatories.....	6426
Exhibit 13 - Receiver's Responses to Penn National's First Request for Production of Documents	6439
Exhibit 14 - Affidavit of Boyd Wright 6.3.2021.....	6452
Exhibit 15 - Affidavit of Boyd Wright 6.11.2021.....	6459
Exhibit 16 - Brent Reifsnyder Affidavit 7.9.2021	6466
Exhibit 17 - Brent Reifsnyder Affidavit 7.23.2021	6471
Exhibit 18 - Brent Reifsnyder Affidavit 12.22.2021	6475
Exhibit 18a - Brent Reifsnyder Affidavit 9.11.2023.....	6478
Exhibit 19 - Penn National's Document Retention Policy, Bates No. PNI-0598-1158	6480
Exhibit 20 - Penn National's Litigation Hold Policy, Bates No. PNI-1159-1161.....	7041
Exhibit 21 - Penn National's Litigation Hold Notice 12.17.2021	7044
Exhibit 22 - Ellis & Winters Report 3.22.2022	7046
Exhibit 23 - Y2K10 Database Spreadsheet - Microfiche Destruction Dates Spreadsheet (PNI-00597)	7051
Exhibit 24 - Impairment Letter from Penn National to Receiver 9.1.2022	9130
Exhibit 25 - Order Granting Joint Motions to Establish Covil QSF.....	9132
Exhibit 26 - QSF Operating Agreement	9162
Exhibit 27 - Motions to Compel/Sanctions by Receiver Against Other Insurers	9179
Exhibit 28 - Deposition Transcript and exhibits of Boyd Wright (Finch) 1.7.2021	9639
Direct Examination	9643
Exhibit 29 - Deposition Transcript and exhibits of Boyd Wright 8.26.2021.....	9789

Direct Examination	9793
Cross-Examination.....	9834
Exhibit 30 - Deposition Transcript and exhibits of Boyd Wright 11.30.2022.....	9901
Direct Examination	9905
Exhibit 31 - Deposition Transcript and exhibits of Brent Reifsnyder 8.3.2021	10051
Direct Examination	10055
Cross-Examination.....	10117
Re-Direct Examination	10121
Exhibit 32 - Deposition Transcript and exhibits of Brent Reifsnyder 11.10.2022	10166
Direct Examination	10172
Exhibit 33 - Deposition Transcript and exhibits of Bernd Heinze 12.7.2022.....	10341
Direct Examination	10347
Exhibit 34 - Deposition Transcript and exhibits of Charles Miller 11.28.2022.....	10899
Direct Examination	10903
Cross-Examination.....	11042
Exhibit 35 - Deposition Transcript and exhibits of Charles Miller 11.3.2023.....	11166
Direct Examination	11169
Exhibit 36 - Deposition Transcript and exhibits of James Robertson 12.06.2022.....	11342
Direct Examination	11345
Exhibit 37 - Deposition Transcript and exhibits of Peter Protopapas 11.17.2022.....	11525
Direct Examination	11528
Exhibit 38 - Deposition Transcript and exhibits of Scott Maier dated 11.21.2022	11805
Direct Examination	11809
Cross-Examination.....	11908
Exhibit 39 - Deposition Transcript and exhibits of Sharla Frost 11.9.2022	12071
Direct Examination	12074
Exhibit 40 - Bernd G. Heinze - CV.....	12319
Exhibit 41 - James A. Robertson - CV.....	12333
Exhibit 42 - Joint Stipulation Regarding Finch	12339
Exhibit 43 - Penn National's Responses to First Set of Interrogatories	12342
Exhibit 44 - Penn National's Responses to First Request for Production of Documents....	12369

Exhibit 45 - Penn National’s Supplemental Responses to First Set of Interrogatories.....	12393
Exhibit 46 - Penn National’s First Supplemental Responses to First Request for Production of Documents	12412
Exhibit 47 - Penn National’s Responses to Second Set of Interrogatories	12455
Exhibit 48 - Penn National’s Response to Plaintiff’s Second Set of Request for Production	12467
Exhibit 49 - Penn National’s Response to Third Set of Request for Production	12474
Exhibit 50 - Penn National’s Supplemental Response to Third Set of Requests for Production	12489
Exhibit 51 - Penn National’s Responses to Requests for Admission	12506
Exhibit 52 - Penn National's Objection to Subpoena (Finch) 2.22.2021	12515
Exhibit 53 - Penn National's Supplemental Objections to Subpoena (Finch) 3.9.2021	12524
Exhibit 54 - Penn National Interim Reports.....	12536
Exhibit 55 - Report of Receiver for Covil.....	12550
Exhibit 56 - Covil Corporation's Amended Expert Disclosures	12551
Exhibit 57 - Defendant's Fact and Expert Witness Disclosures.....	12556
Exhibit 58 - 2023-11-22 KDS Letter to Counsel re Supplemental Covil	12582
COVIL TRIAL EXHIBITS	
Exhibit 1 - GL Policy Number 515 50 28 53-7 (Penn National Policies 000001 – 000043)	12618
Exhibit 2 - GL Policy Number 515 50 28 53-8 (Penn National Policies 000044 – 000091)	12619
Exhibit 3 - Boyd Wright Affidavit in Opposition to Receiver’s Motion for Summary Judgment, dated October 22, 2021	12620
Exhibit 4 - Inland Marine Policy (PNI-1225 – 1324)	12751
Exhibit 5 - Auto Policy (PNI-1325 – 1611).....	12752
Exhibit 6 - Auto, Inland Marine, and Workers Compensation Policies (PNI-0393 – 0596)	12753

Exhibit 7 - Penn National-Covil Underwriting File (PNI-0304 – 0392)	12754
Exhibit 8 - Penn National Document Retention Policies (PNI-0598 – 1158)	12755
Exhibit 9 - Litigation Hold Procedure (PNI-1159 – 1161)	12756
Exhibit 10 - Dec. 17, 2021 Litigation Hold Email.....	12757
Exhibit 11 - Microfiche Destruction Dates Spreadsheet (PNI-0597)	12758
Exhibit 12 - Underlying subpoena served in <i>Finch</i> asbestos suit dated May 29, 2018	12759
Exhibit 13 - Penn National’s June 15, 2018 letter and documents served in response to subpoena in <i>Finch</i> asbestos suit.....	12760
Exhibit 14 - Sept. 1, 2022 Letter from Boyd Wright to Peter Protopapas - Covil v Penn 2098_000001 – 000002.....	12761
Exhibit 15a - Archer Complaint - Covil v. Penn 2098_000003-68	12763
Exhibit 15b - Archer Work Sites - Covil v Penn 2098_000069	12829
Exhibit 15c - Archer Plaintiff’s Responses to Interrogatories - Covil v Penn 2098_000070-81	12830
Exhibit 15d - Archer Plaintiff’s Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_000082-147.....	12842
Exhibit 15e - Archer Deposition transcript of B. Glenn – dated July 28, 2010 - Covil v Penn 2098_000148-66	12908
Exhibit 16a - Ashworth Complaint - Covil v Penn 2098_000167-215.....	12927
Exhibit 16b - Ashworth Work Sites - Covil v Penn 2098_000216-17	12976
Exhibit 16c - Ashworth Plaintiff’s Responses to Interrogatories - Covil v Penn 2098_000218-29	12978
Exhibit 16d - Ashworth Plaintiff’s Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_000230-85	12990
Exhibit 16e - Ashworth Covil Motion for Summary Judgment - Covil v Penn 2098_000286-90	13046
Exhibit 16f - Ashworth Deposition transcript excerpt of D. Rollins – dated June 7, 2019 - Covil v Penn 2098_000291-96	13051

Exhibit 16g - Ashworth Plaintiff's Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_000297-303	13057
Exhibit 16h - Ashworth Deposition transcript of D. Rollins – dated Feb. 18, 2019 - Covil v. Penn 2098_000304-441	13064
Exhibit 16i - Ashworth Deposition transcript of D. Rollins – dated Feb. 19, 2019 - Covil v. Penn 2098_000442-528	13202
Exhibit 16j - Ashworth Invoices - Covil v. Penn 2098_000529-36.....	13289
Exhibit 16k - Ashworth Project listings document - Covil v. Penn 2098_000537-42.....	13297
Exhibit 16l - Ashworth Deposition transcript of R. Ashworth – dated Aug. 2, 2017 (de bene esse) - Covil v Penn 2098_000543-588	13303
Exhibit 16m - Ashworth Deposition transcript of R. Ashworth – dated Aug. 2, 2017 (discovery) - Covil v Penn 2098_000589-638	13349
Exhibit 17a - Aspray Complaint - Covil v Penn 2098_000639-99.....	13399
Exhibit 17b - Aspray Work History - Covil v Penn 2098_000700-3	13460
Exhibit 17c - Aspray Second Amended Complaint - Covil v Penn 2098_000704-52	13464
Exhibit 17d - Aspray Plaintiff's Responses to Standard Interrogatories - Covil v Penn 2098_000753-66	13513
Exhibit 17e - Aspray Covil's Amended Motion for Summary Judgment - Covil v Penn 2098_000767-70	13527
Exhibit 17f - Aspray Plaintiff's Response in Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_000771-87.....	13531
Exhibit 17g - Aspray Deposition transcript of P. Haynes – dated June 30, 2020 - Covil v Penn 2098_000788-829	13548
Exhibit 18a - Campbell Complaint - Covil v Penn 2098_000830-912.....	13590
Exhibit 18b - Campbell First Amended Complaint - Covil v Penn 2098_000913-1002.....	13673
Exhibit 18c - Campbell Work Sites - Covil v Penn 2098_001003	13763
Exhibit 18d - Campbell Plaintiffs' Answers to Standard Interrogatories - Covil v Penn 2098_001004-1013	13764

Exhibit 18e - Campbell Plaintiffs' Responses to Master Interrogatories and Request for Production of Documents- Covil v Penn 2098_001014-1156	13774
Exhibit 18f - Campbell Plaintiffs' Supplemental Answers to Standard Interrogatories - Covil v Penn 2098_001157-58	13917
Exhibit 18g - Campbell Plaintiffs' Supplemental Responses to Master Interrogatories and Requests for Production - Covil v Penn 2098_001159-1210	13919
Exhibit 18h - Campbell Covil's Motion for Summary Judgment - Covil v Penn 2098_001211-16.....	13971
Exhibit 18i - Campbell Deposition transcript of M. Sanders – dated Feb. 1, 2022 - Covil v Penn 2098_001217-55	13977
Exhibit 18j - Campbell Deposition transcript of M. Sanders – dated Feb. 2, 2022 - Covil v Penn 2098_001256-1303	14016
Exhibit 18k - Campbell Deposition transcript of M. Sanders – dated Feb. 4, 2022 - Covil v Penn 2098_001304-51	14064
Exhibit 18l - Campbell Deposition transcript of J. Campbell – dated Oct. 21, 1999 - Covil v Penn 2098_001352-1402	14112
Exhibit 18m - Campbell Deposition transcript of J. Campbell – dated July 28, 2021 - Covil v Penn 2098_001403-41	14163
Exhibit 19a - D'Amico Complaint - Covil v Penn 2098_001442-1517	14202
Exhibit 19b - D'Amico Plaintiff's Responses to Standard Interrogatories - Covil v Penn 2098_001518-1531	14278
Exhibit 19c - D'Amico Plaintiff's Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_001532-1609	14292
Exhibit 19d - D'Amico Covil's Motion for Summary Judgment - Covil v Penn 2098_001610-13	14370
Exhibit 19e - D'Amico Plaintiff's Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_001614-24	14374
Exhibit 19f - D'Amico Deposition transcript of J. D'Amico – dated Oct. 11, 1999- Covil v Penn 2098_001625-43	14385
Exhibit 19g - D'Amico Deposition transcript of J. D'Amico – dated Oct. 26, 1994 - Covil v Penn 2098_001644-1881	14404

Exhibit 19h - D’Amico Deposition transcript of J. D’Amico – Jan. 30, 2001 - Covil v Penn 2098_001882-1918	14642
Exhibit 20a - Garren Complaint - Covil v Penn 2098_001919-84	14679
Exhibit 20b - Garren Plaintiff’s Responses to Standard Interrogatories - Covil v Penn 2098_001985-97	14745
Exhibit 20c - Garren Plaintiff’s Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_001998-2014.....	14758
Exhibit 20d - Garren Covil’s Motion for Summary Judgment - Covil v Penn 2098_002015-20	14775
Exhibit 20e - Garren Deposition transcript of G. Garren – dated Oct. 13, 2021 - Covil v Penn 2098_002021-2104	14781
Exhibit 20f - Garren Deposition transcript of G. Garren – dated Oct. 14, 2021 - Covil v Penn 2098_002105-29	14865
Exhibit 21a - Jolly Complaint - Covil v Penn 2098_002130-71.....	14890
Exhibit 21b - Jolly Second Amended Complaint - Covil v Penn 2098_002172-2213	14932
Exhibit 21c - Jolly Work Sites- Covil v Penn 2098_002214.....	14974
Exhibit 21d - Jolly Plaintiffs’ Responses to Standard Interrogatories - Covil v Penn 2098_002215-45	14975
Exhibit 21e - Jolly Covil’s Motion for Summary Judgment- Covil v Penn 2098_002246-55	15006
Exhibit 21f - Jolly Covil’s Amended Motion for Summary Judgment - Covil v Penn 2098_002256-66	15016
Exhibit 22a - Jonas Complaint - Covil v Penn 2098_002267-2341	15027
Exhibit 22b - Jonas Plaintiff’s Responses to Standard Interrogatories - Covil v Penn 2098_002342-55	15102
Exhibit 22c - Jonas Plaintiff’s Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_002356-2426.....	15116
Exhibit 22d - Jonas Covil’s Motion for Summary Judgment - Covil v Penn 2098_002427-31	15187

Exhibit 22e - Jonas Plaintiff's Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_002432-2442	15192
Exhibit 22f - Jonas Deposition transcript of George Fincher – dated Oct. 22, 2020 - Covil v Penn 2098_002443-2569	15203
Exhibit 22g - Jonas Deposition transcript of C. Bell – dated Nov. 20, 2020- Covil v Penn 2098_002570-2683	15330
Exhibit 23a - Knight Complaint - Covil v Penn 2098_002684-2748	15444
Exhibit 23b - Knight Work Sites - Covil v Penn 2098_002749-51	15509
Exhibit 23c - Knight Plaintiffs' Responses to Standard Interrogatories - Covil v Penn 2098_002752-63	15512
Exhibit 23d - Knight Plaintiffs' Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_002764-2842.....	15524
Exhibit 23e - Knight Covil's Amended Motion for Summary Judgment - Covil v Penn 2098_002843-48	15603
Exhibit 23f - Knight Plaintiffs' Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_002849-58	15609
Exhibit 23g - Knight Deposition transcript of R. Cassidy – dated March 19, 2020 - Covil v Penn 2098_002859-2950	15619
Exhibit 23h - Knight Deposition transcript of K. Knight – dated March 19, 2020 - Covil v Penn 2098_002951-3194	15711
Exhibit 24a - Morgan Complaint - Covil v Penn 2098_003195-3292.....	15955
Exhibit 24b - Morgan First Amended Complaint - Covil v Penn 2098_003293-3396.....	16053
Exhibit 24c - Morgan Plaintiffs' Responses to Standard Interrogatories - Covil v Penn 2098_003397-3460	16157
Exhibit 24d - Morgan Plaintiffs' Responses to Standard Interrogatories - Covil v Penn 2098_003461-72	16221
Exhibit 24e - Morgan Covil's Motion for Summary Judgment - Covil v Penn 2098_003473-79	16233
Exhibit 24f - Morgan Plaintiffs' Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_003480-93	16240

Exhibit 24g - Morgan Opposition exhibits excerpts - Covil v Penn 2098_003494-3772....	16254
Exhibit 24h - Morgan Deposition transcript of E. Morgan – dated Feb. 22, 2021 - Covil v Penn 2098_003773-3809	16533
Exhibit 24i - Morgan Deposition transcript of E. Morgan – dated Feb. 23, 2021 (preservation) - Covil v Penn 2098_003810-55	16570
Exhibit 24j - Morgan Deposition transcript of E. Morgan – dated Feb. 23, 2021 - Covil v Penn 2098_003856-3920	16616
Exhibit 24k - Morgan Deposition transcript of E. Morgan – dated Feb. 26, 2021 - Covil v Penn 2098_003921-4023	16681
Exhibit 24l - Morgan Deposition transcript of E. Morgan – dated March 1, 2021 - Covil v Penn 2098_004024-93	16784
Exhibit 24m - Morgan Deposition transcript of E. Morgan – dated March 2, 2021 (preservation) - Covil v Penn 2098_004094-4100	16854
Exhibit 24n - Morgan Deposition transcript of E. Morgan – dated March 2, 2021 - Covil v Penn 2098_004101-4118	16861
Exhibit 25a - Moss Complaint - Covil v Penn 2098_004119-4204.....	16879
Exhibit 25b - Moss Amended Complaint - Covil v Penn 2098_004205-89.....	16965
Exhibit 25c - Moss Plaintiff’s Responses to Standard Interrogatories - Covil v Penn 2098_004290-4303	17050
Exhibit 25d - Moss Plaintiff’s Responses to Master Interrogatories and Requests for Production of Documents - Covil v Penn 2098_004304-7.....	17064
Exhibit 25e - Moss Covil’s Motion for Summary Judgment - Covil v Penn 2098_004375-79	17135
Exhibit 25f - Moss Deposition transcript of G. Moss – dated April 6, 2010 - Covil v Penn 2098_004380-4459	17140
Exhibit 26a - Murphy Complaint - Covil v Penn 2098_004460-4537	17220
Exhibit 26b - Murphy First Amended Complaint - Covil v Penn 2098_004538-4620	17298
Exhibit 26c - Murphy Second Amended Complaint - Covil v Penn 2098_004621-4704 ...	17381

Exhibit 26d - Murphy Plaintiffs' Responses to Standard Interrogatories - Covil v Penn 2098_004705-79	17465
Exhibit 26e - Murphy Covil's Motion for Summary Judgment - Covil v Penn 2098_004792-96	17540
Exhibit 26f - Murphy Deposition transcript of N. Murphy – dated April 28, 2020 - Covil v Penn 2098_004797-4834	17545
Exhibit 26g - Murphy Deposition transcript of N. Murphy – dated April 29, 2020 - Covil v Penn 2098_004835-69	17583
Exhibit 26h - Murphy Deposition transcript of N. Murphy – dated April 30, 2020 - Covil v Penn 2098_004870-95	17618
Exhibit 26i - Murphy Deposition transcript of N. Murphy – dated May 1, 2020 - Covil v Penn 2098_004896-4927	17644
Exhibit 26j - Murphy Deposition transcript of N. Murphy – dated May 7, 2020 - Covil v Penn 2098_004928-69	17676
Exhibit 26k - Murphy Deposition transcript of N. Murphy – dated May 8, 2020 - Covil v Penn 2098_004970-5005	17718
Exhibit 27a - Sims Complaint - Covil v Penn 2098_005006-73	17754
Exhibit 27b - Sims Plaintiff's Responses to Standard Interrogatories - Covil v Penn 2098_005074-85	17822
Exhibit 27c - Sims Plaintiffs' Responses to Master Interrogatories and Request for Production of Documents - Covil v Penn 2098_005086-5156.....	17834
Exhibit 27d - Sims Covil's Motion for Summary Judgment - Covil v Penn 2098_005157-62	17905
Exhibit 27e - Sims Plaintiff's Opposition to Covil's Motion for Summary Judgment - Covil v Penn 2098_005163-81	17911
Exhibit 28a - Wannamaker Complaint - Covil v Penn 2098_005182-5265	17930
Exhibit 28b - Wannamaker Second Amended Complaint - Covil v Penn 2098_005266-5345	18014
Exhibit 28c - Wannamaker Third Amended Complaint - Covil v Penn 2098_005346-5418.....	18094

Exhibit 28d - Wannamaker Plaintiff's Responses to Standard Interrogatories - Covil v Penn 2098_005419-34	18167
Exhibit 28e - Wannamaker Plaintiff's Responses to Standard Interrogatories - Covil v Penn 2098_005435-45	18183
Exhibit 28f - Wannamaker Covil's Motion for Summary Judgment - Covil v Penn 2098_005446-50	18194
Exhibit 28g - Wannamaker Deposition transcript of T. Wannamaker – dated April 1, 2021 - Covil v Penn 2098_005451-97	18199
Exhibit 28h - Wannamaker Deposition of T. Wannamaker: Statement on the Record – dated April 2, 2021 - Covil v Penn 2098_005498-5508.....	18246
Exhibit 28i - Wannamaker Deposition transcript of T. Wannamaker – dated April 13, 2021 - Covil v Penn 2098_005509-5626	18257
Exhibit 28j - Wannamaker Deposition transcript of T. Wannamaker – dated April 14, 2021 - Covil v Penn 2098_005627-5730	18375
Exhibit 29 - Article: Assessing the Coverage Carnage: Asbestos Liability and Insurance After Three Decades of Dispute, 12 Conn. Ins. L. J. 349 (20052006) (MILLER 00841-916).....	18479
Exhibit 30 - Insurance Protection for Products Liability and Completed Operations – What Every Lawyer Should Know, Nebraska Law Review, Vol. 50, No. 3, Spring 1971 (MILLER 00211-43).....	18555
Exhibit 31 - Risk and Insurance: Sixth Edition, James L. Athearn and S. Travis Pritchett (University of South Carolina) (MILLER 00146-8).....	18588
Exhibit 32 - Introduction to Risk Management and Insurance: Seventh Edition, Mark Dorfman (University of North Carolina at Charlotte (MILLER 00196-8)	18591
Exhibit 33 - General Liability Coverage, 1986: 3rd Edition (1985) (MILLER 00203-9)...	18594
Exhibit 34 - Risk & Insurance (IRM – Insurance Glossary - definition of “premises-operations”) (MILLER 00210)	18601
Exhibit 35 - Comprehensive General Liability Insurance: FC&S Bulletins, National Underwriter Co. (1985 (MILLER 00199-202)	18602
Exhibit 36 - P. Protopapas email to F. Benedek, Penn National's VP of Claims, regarding tender of Timothy Howe v. Air & Liquid Systems Corporation, et al. (York County, SC, 2015-CP-46- 03456, dated August 5, 2019.	18606

Exhibit 37 - B. Wright letter to P. Protopapas in response to August 5, 2019 letter regarding tender of Timothy Howe v. Air & Liquid Systems Corporation, et al. (York County, SC, 2015-CP-46-03456, dated August 21, 2019.....	18607
Exhibit 38 - Hartford Accident and Indemnity Company's Third-Party Complaint (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated October 2, 2019.....	18618
Exhibit 39 - Summons on Penn National (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated October 3, 2019.	18626
Exhibit 40 - Covil's 30(b)(6) notice of deposition of Penn National, dated November 19, 2019	18628
Exhibit 41 - Penn National's Motion to Dismiss Hartford's Third-Party Complaint (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated November 21, 2019.....	18632
Exhibit 42 - Penn National's Answers to Covil's First Set of Interrogatories (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated December 18, 2019.....	18660
Exhibit 43 - Penn National's Responses to Covil's First Set of Requests for Admission (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated December 18, 2019.....	18684
Exhibit 44 - 30(b)(6) deposition notice served on Penn National (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated November 5, 2019.....	18706
Exhibit 45 - B. Yntema letter to B. Edwards objecting to 30(b)(6) deposition notice served on Penn National (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated November 12, 2019.	18711
Exhibit 46 - B. Edwards email to B. Yntema re Zurich v. Covil (North Carolina, dated November 15, 2019.....	18742
Exhibit 47 - Covil's subpoena duces tecum to Penn National, dated November 25, 2019 (Hopper v. Air & Liquid Systems Corporation, et al., No. 19-CP-40-00076.	18744
Exhibit 48 - South Carolina Department of Insurance's notification of acceptance of service of Covil's 11/25/2019 subpoena duces tecum to Penn National, dated November 26, 2019 (Hopper v. Air & Liquid Systems Corporation, et al., No. 19-CP-40-00076.	18750
Exhibit 49 - Penn National's responses to Covil's subpoena duces tecum, dated December 9, 2019 (Hopper v. Air & Liquid Systems Corporation, et al., No. 19-CP-40-00076.	18751

Exhibit 50 - Penn National's Answers to Covil's First Set of Interrogatories and Responses to Covil's First Set of Requests for Admission, dated December 18, 2019 (Zurich American Insurance Company v. Covil Corporation, et al., MDNC No. 1:18-cv-000932.	18785
Exhibit 51 - Penn National's Answers to Covil's First Set of Interrogatories, dated May 15, 2020 (Covil v. Penn National, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2020-CP-40-01226.	18832
Exhibit 52 - Penn National's Responses to Covil's First Set of Requests for Production, dated May 15, 2020 (Covil v. Penn National, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2020-CP-40-01226.	18833
Exhibit 53 - Covil's subpoena duces tecum to Penn National, dated February 8, 2021 (Finch and Covil v. USF&G, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2019-CP-40-03003.	18860
Exhibit 54 - Letter from D. Harris to M. Shisko dated Feb. 12, 2021	18891
Exhibit 55 - Penn National's objections to Covil's subpoena duces tecum to Penn National, dated February 22, 2021 (Finch and Covil v. USF&G, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2019-CP-40-03003.	18892
Exhibit 56 - Penn National's supplemental objections to Covil's subpoena duces tecum to Penn National, dated March 9, 2021 (Finch and Covil v. USF&G, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2019-CP-40-03003.	18893
Exhibit 57 - Penn National's Answers to the Receiver of Covil Corporation's First Set of Interrogatories, dated May 10, 2021	18894
Exhibit 58 - Penn National's Responses to the Receiver of Covil Corporation's Request for Production, dated May 10, 2021	18916
Exhibit 59 - Penn National's Supplemental Answers to the Receiver of Covil Corporation's First Set of Interrogatories, dated June 11, 2021	18917
Exhibit 60 - Penn National's Supplemental Responses to the Receiver of Covil Corporation's Request for Production, dated June 11, 2021.	18918
Exhibit 61 - Receiver's Notice of Filing of Late-Produced Policies, dated June 15, 2021 (Finch and Covil v. USF&G, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2019-CP-40-03003.	18919
Exhibit 62 - Order granting Covil's motions to compel, dated July 1, 2021 (Finch and Covil v. USF&G, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2019-CP-40-03003.	19273

Exhibit 63 - Order granting Covil's motions to compel and ordering Ellis & Winters' review of Penn National's documents, dated November 5, 2021.	19281
Exhibit 64 - Penn National's Responses to Plaintiff's Second Set of Requests for Production, dated December 20, 2021.....	19282
Exhibit 65 - B. Yntema letter to B. Nes regarding Penn National's litigation hold and document retention policy, dated December 28, 2021.	19283
Exhibit 66 - Order granting Receiver's Motion for Protective Order requiring Penn National to preserve all historic insurance policies, dated February 11, 2022	19302
Exhibit 67 - Penn National's Responses to the Receiver for Covil's Third Set of Requests for Production dated Feb. 17, 2022	19303
Exhibit 68 - Penn National's Responses to the Receiver of Covil Corporation's First Set of Requests for Admission, dated February 17, 2022	19304
Exhibit 69 - Penn National's Answers to the Receiver of Covil Corporation's Second Set of Interrogatories, dated February 17, 2022	19305
Exhibit 70 - Notice of Filing of Ellis & Winters, LLP Report Identifying Three Additional Covil Insurance Policies After One Day of Searching (attaching Ellis & Winters March 22, 2022 Letter Report to the Court	19306
Exhibit 71 - Order on Discovery Motions, dated May 5, 2022	19307
Exhibit 72 - 6/11/2021 Affidavit of B. Wright	19308
Exhibit 73 - 7/9/2021 Affidavit of B. Reifsnyder	19309
Exhibit 74 - 7/23/2021 Affidavit of B. Reifsnyder	19310
Exhibit 75 - 12/22/2021 Affidavit of B. Reifsnyder	19311
Exhibit 76 - 1/7/2021 Deposition Transcript of B. Wright	19314
Exhibit 77 - 8/3/2021 Deposition Transcript of B. Reifsnyder.....	19406
Exhibit 78 - 8/26/2021 Deposition Transcript of B. Wright.....	19499
Exhibit 79 - 7/13/1977 Deposition Transcript Excerpts of P. Covil.....	19577
Exhibit 80 - Covil Corporation Certificate of Incorporation - Covil v. Penn 2098_005893-4	19581

Exhibit 81 - Resume of Work Performed by Covil Corporation - Covil v. Penn 2098_005895-9	19583
Exhibit 82 - Order on Discovery Motions, dated November 16, 2022	19588
Exhibit 83 - Deposition Transcript of Edwin L. Rice, dated October 3, 1991 (MILLER 00766-824)	19589
Exhibit 84 - 11/10/2022 Deposition Transcript of B. Reifsnyder	19648
Exhibit 85 - Pretrial Report of Gary J. Moss dated 9/27/21 - Covil v. Penn 2098_005900-24	19811
Exhibit 86 - Pretrial Report of Jerry W. Archer dated 7/24/20 - Covil v. Penn 2098_005925-38	19836
Exhibit 87 - Initial Report of Nicholas L. Murphy dated 7/22/21 - Covil v. Penn 2098_005939-51	19850
Exhibit 88 - Initial Report of Tommy D. Wannamaker dated 5/5/22 - Covil v. Penn 2098_005952-70	19863
Exhibit 89 - Initial Report of Waymon F. Sims dated 2/9/22 - Covil v. Penn 2098_005971-9	19882
Exhibit 90 - Covil Certificate Revocation of Authority dated 7/30/93	19891
Exhibit 91 - Court Order (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated February 24, 2020.	19892
Exhibit 92 - Court Order (Zurich American Insurance Company v. Hartford Accident and Indemnity Company, MDNC, No. 1:18-cv-932, dated April 22, 2020.	19894
Exhibit 93 - Penn National's Interim Report Regarding Progress of Document Sampling/Review of Penn National's Insurance Policy Related Documents, Pursuant to the November 5, 2021 Order of the Court, dated December 7, 2021	19897
Exhibit 94 - Sharla J. Frost CV (FROST 0999-1008)	19898
Exhibit 95 - Charles M. Miller, Esq. CV (MILLER 01350-59)	19899
Exhibit 96 - Deposition Transcript of Sharla J. Frost, dated November 9, 2022	19909
Exhibit 97 - Deposition Transcript of Scott Maier, dated November 21, 2022	19910
Exhibit 98 - Deposition Transcript of Charles M. Miller, dated November 28, 2022	20129

Exhibit 99 - Deposition Transcript of Boyd Wright, dated November 30, 2022.....	20130
Exhibit 100 - Hearing Transcript, dated January 25, 2021	20214
Exhibit 101 - Covil Certificate of Administrative Dissolution.....	20421
Exhibit 102 - Article: A New Set of Hurdles for Manville (the New York Times, by Tamar Lewin: dated Feb. 17, 1986.....	20422
Exhibit 103 - Declaration of Sharla Frost, dated December 5, 2022	20426
Exhibit 104 - Policy Number AC 219 02 88 60.....	20450
Exhibit 105 - Opening Brief of Defendant in support of Its Motion to Dismiss Plaintiffs' Second Amended Complaint and Exhibit E Policy Number 307 0 35 14 73 (Tawa, PLC v. Pennsylvania National Mutual Casualty Insurance Company, D. Del., No. 1:13-cv-01427, dated March 10, 2014.....	20496
Exhibit 106 - Amended Complaint and Exhibit A Policy Number 307 0354912 (Pennsylvania National Mutual Casualty Insurance Company v. Perlberg, D. Md., No. 1:09-cv-01698, dated October 7, 2009.....	20588
Exhibit 107 - Policy Number AU9 00 01 85 16-9 (PNI-0281-87; COV_005912; COV_005914; COV_005925; COV_005929; COV_005931; COV_005943; PNI-0001-41; PNI-0050-75; PNI-0099; COV_005897-5911).....	20689
Exhibit 108 - Policy Number AU9 00 01 85 16-0 (PNI-0042-49; PNI-0076-98; PNI-0100-01; PNI-0108-09; PNI-0116-22; PNI-0144).....	20714
Exhibit 109 - Policy Number AU9 00 01 85 16-1 (COV_005821-33; PNI-0102-0107; PNI-0110-15; PNI-0123-43; PNI-0145-54).....	20720
Exhibit 110 - Policy Number 450 00 01 00 7 (PNI-1163-1244).....	20737
Exhibit 111 - Policy Number SU 219 001 85 16-9 (COV_005820; PNI-0273-80).....	20738
Exhibit 112 - Policy Number SU 219 001 85 16-00 (PNI-0272; PNI-0264-65)	20740
Exhibit 113 - Policy Number SU 219 001 85 16-01 (PNI-0266-71)	20742
Exhibit 114 - Policy Number IM9 001 85 16-9 (COV_005988-6009; PNI- 0247-63)	20743
Exhibit 115 - Policy Number IM9 001 85 16-0 (PNI-0242-46; PNI-0292-0303).....	20766
Exhibit 116 - Policy Number IM9 001 85 16-1 (PNI-0288-90).....	20768

Exhibit 117 - Policy Number CL 219 01 85 16 9 (COV_005834–96; PNI-0165–69; PNI-0173–74; PNI-0191–97)	20769
Exhibit 118 - Policy Number CL 219 01 85 16 0 (PNI-0162–67, PNI-0206–08; PNI-0211–14; PNI-0217–18; PNI-0221; PNI-0223).....	20835
Exhibit 119 - Policy Number 515 50 28 53 8 (PNI-0193; PNI-1190–92).....	20841
Exhibit 120 - Policy Number BC9 0018516 (COV_005973–87).....	20843
Exhibit 121 - Order granting Covil’s Motion for Attorneys’ Fees and Costs, dated May 12, 2023	20858
Exhibit 122 - Post-Trial Motions and Punitive Damages Order (Portrait Homes -South Carolina, LLC v. Penn. Nat’l Mut. Cas. Ins. Com., Court of Common Pleas for the Ninth Judicial Circuit, County of Berkeley, SC, No. 2014-CP- 08-2757, dated Mar. 23, 2020	20859
Exhibit 123 - Penn National’s First Interim Report regarding Status of Compliance, dated May 25, 2023.....	20939
Exhibit 124 - Penn National’s Second Interim Report regarding Status of Compliance, dated June 8, 2023	20940
Exhibit 125 - Penn National’s Third Interim Report regarding Status of Compliance, dated June 22, 2023.....	20941
Exhibit 126 - Penn National’s Fourth Interim Report regarding Status of Compliance, dated July 6, 2023	20942
Exhibit 127 - Penn National’s Fifth Interim Report regarding Status of Compliance, dated July 20, 2023.....	20943
Exhibit 128 - Penn National’s Sixth Interim Report regarding Status of Compliance, dated August 3, 2023	20944
Exhibit 129 - Penn National’s Ninth Interim Report regarding Status of Compliance, dated September 11, 2023.....	20945
Exhibit 130 - Penn National’s Tenth Interim Report regarding Status of Compliance, dated September 25, 2023.....	20946
Exhibit 131 - Penn National’s Eleventh Interim Report regarding Status of Compliance, dated October 9, 2023.....	20947
Exhibit 132 - Penn National’s Twelfth Interim Report regarding Status of Compliance, dated October 24, 2023.....	20948

Exhibit 133 - Sharla J. Frost Trial List from 1987 to 2020 (COVIL - FROST - 001041-48)	20949
Exhibit 134 - Charles Miller Outline of Opinions (Miller 01376-82)	20957
Exhibit 135 - Charles Miller Outline of Industry Standards regarding Lost Policies (Miller 01365-75)	20964
Exhibit 136 - Covil's 30(b)(6) notice of deposition of Penn National, dated November 3, 2022	20975
Exhibit 137 - Order Appointing a Receiver for Covil Corporation, dated November 2, 2018 (Taylor v. Air & Liquid Systems Corporation, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2018-CP-40- 04940	20981
Exhibit 138 - Order Granting the Receiver for Covil Corporation's Motion to Clarify the Receiver Order, dated March 4, 2019 (Taylor v. Air & Liquid Systems Corporation, Court of Common Pleas for the Fifth Judicial Circuit, County of Richland, SC, 2018-CP-40-04940	20984
Certificate of Counsel	20987

including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against PRESNELL INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **RESEARCH-COTTRELL, INC.**, n/k/a AWT AIR COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Massachusetts. At all times material hereto, 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. RESEARCH-COTTRELL, INC. is sued as a Product Defendant. Plaintiff's claims against RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **REYNOLDS AMERICAN, INC.**, individually, and as successor-by-merger to Brown & Williamson Tobacco Corporation, successor-by-merger to The American Tobacco Company, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, REYNOLDS AMERICAN, INC. owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Reynolds American, Inc. owned facility in Winston-Salem, North Carolina. REYNOLDS AMERICAN, INC. is sued as a Premise Defendant. Plaintiff's claims against REYNOLDS AMERICAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **R. J. REYNOLDS TOBACCO COMPANY**, individually and as successor-by-merger to LORILLARD TOBACCO COMPANY LLC, f/k/a LORILLARD TOBACCO COMPANY and as successor-by-merger to Brown & Williamson Tobacco

Corporation, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, R. J. REYNOLDS TOBACCO COMPANY owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Reynolds American, Inc. owned facility in Winston-Salem, North Carolina. R. J. REYNOLDS TOBACCO COMPANY is sued as a Premise Defendant. Plaintiff's claims against R. J. REYNOLDS TOBACCO COMPANY arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **SEQUOIA VENTURES, INC.**, f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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. SEQUOIA VENTURES, INC. is sued as a Product Defendant. SEQUOIA VENTURES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against SEQUOIA VENTURES, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **SPIRAX SARCO, INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam

traps and valves. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiff's claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **TRANE TECHNOLOGIES COMPANY LLC** f/k/a INGERSOLL-RAND COMPANY, was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, TRANE TECHNOLOGIES COMPANY LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps. TRANE TECHNOLOGIES COMPANY LLC is sued as a Product Defendant. Plaintiff's claims against TRANE TECHNOLOGIES COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

85. Defendant, **TRANE U.S. INC.** f/k/a AMERICAN STANDARD INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S. 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 American Standard blowers. TRANE U.S. INC. is sued as a Product Defendant. Plaintiff's claims against TRANE U.S. INC. arise out of this Defendant's business activities in the State of South Carolina.

86. 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 mined, manufactured, processed, imported, converted, compounded,

supplied, 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. 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 Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against TUTOR PERINI CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

87. 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. Plaintiff's claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

88. 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 hopper and valves. UNITED CONVEYOR CORPORATION is sued

as a Product Defendant. Plaintiff's claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

89. 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 and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiff's claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

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

91. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS 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 Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiff's claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters. YUBA HEAT TRANSFER, LLC is sued as a Product Defendant. Plaintiff's claims against YUBA HEAT TRANSFER, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

94. Decedent Gary Jay Moss 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 BAYER CORPORATION; CELANESE CORPORATION; CNA

HOLDINGS LLC; INTERNATIONAL PAPER COMPANY; HAMRICK MILLS; PFIZER, INC.; REYNOLDS AMERICAN, INC.; and R. J. REYNOLDS TOBACCO COMPANY (collectively, hereinafter the “Premises Defendants”). All other Defendants 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. 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, and distribution of asbestos-containing products and raw material.

BACKGROUND FACTS

95. Plaintiff NORMA BOWLIN brings this action for monetary damages as a result of Decedent Gary Jay Moss contracting an asbestos-related disease.

96. Decedent was diagnosed with malignant Mesothelioma on or about February 21, 2020 and later died of said disease on or about March 24, 2020.

97. Decedent’s mesothelioma was caused by his exposure to asbestos during the course of his employment.

98. During his work history, Decedent was exposed to Defendants’ asbestos-containing products through his work as an insulator, welder, and welder inspector from approximately 1970 to 2017 at various job sites, including but not limited to locations in South Carolina and North Carolina. His duties included, but were not limited to, cutting and sawing asbestos insulation, mixing asbestos mud, the removal and installation of asbestos-containing insulation, heat treating welds with asbestos cloth and inspecting, testing, or evaluating materials to ensure the parts usable. All of these activities exposed Decedent to asbestos.

99. During his work history, Decedent was further exposed through his work around other trades, including boilermakers, mechanics, carpenters, iron workers, and electricians.

Decedent worked closely to a variety of trades that were working on asbestos-containing insulation, generators, boilers, and often worked near tradesmen working on asbestos-containing pipe insulation, valves, steam traps, pumps, furnaces, and other equipment. All of these activities exposed Decedent to asbestos.

100. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products through his work as an insulator for Daniel Construction from approximately the 1970s to 1979. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Fiber Industries Plant in Greenville, SC
- Fiber Industries Plant in Shelby, NC

101. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products through his work as a welder and welder inspector for Duke Energy from approximately the 1979 to 1980, 1981 to 2015, and as a contractor for Duke Energy from approximately 2015 to 2017. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Duke Energy Corporation – Buzzards Roost Generating Station in Greenwood, SC
- Duke Energy Corporation – Catawba Nuclear plant in York, SC
- Duke Energy Corporation – Hollidays Bridge Station in Honea Path, SC
- Duke Energy Corporation – Keowee-Toxaway Hydroelectric Plant in Seneca, SC
- Duke Energy Corporation – Lee Steam Station plant in Pelzer, SC
- Duke Energy Corporation – Oconee Nuclear plant in Seneca, SC
- Duke Energy Corporation – Allen Steam Station in Belmont, NC
- Duke Energy Corporation – Asheville Energy Plant in Arden, NC
- Duke Energy Corporation – Belews Creek plant in Walnut Cove, NC
- Duke Energy Corporation – Buck Steam Plant in Spencer, NC
- Duke Energy Corporation – Cliffside Steam Plant in Mooresboro, NC
- Duke Energy Corporation – Dan River Steam Plant in Belmont, NC
- Duke Energy Corporation – Marshall Steam Station Plant in Terrell, NC
- Duke Energy Corporation – McGuire Nuclear Plant in Huntsville, NC
- Duke Energy Corporation – Riverbend Steam Station in Mount Holly, NC

- Duke Energy Corporation – Tuxedo Hydroelectric Plant in Hendersonville, NC

102. Decedent Gary Jay Moss was also exposed to Defendants' asbestos-containing products while using the Defendants' talc products from 1970s through the early 1980s. These products released airborne asbestos fibers, which covered portions of Decedent Gary Jay Moss' body. As a result of the Defendants' failure to warn about the dangers of asbestos, Mr. Moss, inhaled or ingested these fibers causing him to contract mesothelioma, an asbestos-related disease.

103. Decedent Gary Jay Moss was further exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's mother, Rosa Webb Moss' jobsite at the Monsanto plant in Greenwood, South Carolina where she was a pipefitter. Additionally, Decedent Gary Jay Moss was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's father, JC Moss' jobsite at Limestone Manufacturing Textile Mill n/k/a Hamrick Mills in Gaffney, South Carolina where he was a doffer. Their jobs produced asbestos dust and fibers on accumulate on their clothes. Decedent Gary Jay Moss came in contact with the asbestos dust and fibers off premises by contact with his parents, their work clothes, personal possessions and vehicles.

104. Defendants Enstar (US), Inc., USF&G, Zurich, and their predecessors, acting as the alter ego of Covil Corporation, owned a duty to Decedent to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

105. Decedent Gary Jay Moss' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial

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

106. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

107. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

108. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

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

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

FACTUAL BACKGROUND AS TO INGERSOLL-RAND COMPANY, ALDRICH PUMP LLC, AND TRANE TECHNOLOGIES COMPANY LLC

111. Ingersoll-Rand Company, a New Jersey corporation, was and is a manufacturer and supplier asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps.

112. On documents filed with the Texas Secretary of State, Ingersoll-Rand Company listed Michael W. Lamach as President and Evan Turtz as Secretary who can be found at 800-E Beaty Street, Davidson, North Carolina 28036.

113. On April 30, 2020, Trane Technologies Company LLC was form under Texas Business Organization Code, with their headquarters located at 800-E Beaty Street, Davidson, North Carolina 28036.

114. Trane Technologies Company LLC list Michael W. Lamach and Evan Turtz as managers of the company in the certificate of formation, dated April 30, 2020 and list their address as 800-E Beaty Street, Davidson, North Carolina 28036.

115. The following day, May 1, 2020, Ingersoll-Rand Company merged into the new formed Trane Technologies Company, LLC. and states in the certificate of merger that Ingersoll-Rand Company will not survive the merger. The certificate of merger is signed by Evan Turtz, Senior Vice President, General Counsel, and Secretary of both Ingersoll-Rand Company and Trane Technologies Company LLC.

116. Later, on the same day, May 1, 2020, Trane Technologies Company LLC then filed a certificate of divisional merger with Aldrich Pump LLC. The two new surviving entities will be Aldrich Pump LLC and Trane Technologies Company LLC, with both having their principle place of business at 800-E Beaty Street, Davidson, North Carolina 28036.

117. Next, also on May 1, 2020, Trane Technologies Company LLC then files a certificate of conversation, converting the Texas Limited Liability Company to a Delaware Limited Liability Company. The certificate of conversation states their principle place of business will continue to be at 800-E Beaty Street, Davidson, North Carolina 28036 and is signed by Senior Vice President, General Counsel, and Secretary, Evan Turtz.

118. Additionally, on May 1, 2020, Aldrich Pump LLC filed a certificate of conversation, stating it is converting the Texas Limited Liability Company to a North Carolina Limited Liability Company with their headquarters located at 800-E Beaty Street, Davidson, North Carolina 28036. However, no certificate of formation was ever filed with Texas Secretary of State.

119. Trane Technologies Company LLC and Aldrich Pump LLC are companies formed out of mergers of Ingersoll-Rand Company. They continue to have the same managers, directors, and principle place of business.

120. The newly formed and converted entities, Trane Technologies Company LLC and Aldrich Pump LLC are continuations of their predecessor, Ingersoll-Rand Company.

121. On information and belief, Plaintiffs believes that these entities are engaged in a scheme designed to fraudulently convey assets from the responsible parties to other entities in order to shield these entities, and their associated assets, from their liability for asbestos containing products. As a direct and proximate result, all these entities are liable for the injuries, in whole or in part, caused to Decedent Moss.

122. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products, including but not limited to, Ingersoll-Rand compressors and pumps, through his work as an insulator for Daniel Construction from approximately the 1970s to 1979, as a welder and welder inspector for Duke Energy from approximately the 1979 to 1980, 1981 to 2015, and as a contractor for Duke Energy from approximately 2015 to 2017. During these periods, Decedent

Gary Jay Moss worked around insulators and other tradesmen at various industrial locations listed above.

123. Decedent Gary Jay Moss' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries , damages and subsequent death.

124. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

125. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

126. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

FACTUAL BACKGROUND AS TO COVIL

127. Covil was a seller and installer of thermal insulation that contained asbestos.

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

129. 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”).

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

131. 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”) and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil’s affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹ During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

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

133. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, in conjunction with their lawyers and the lawyers, managed Covil, making all determinations as to use and the disposition of Covil’s assets which consisted primarily of corporate documents and insurance policies.

134. 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.

135. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil’s current and future debts.

and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers' alter ego, and/or controlled entity.

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

137. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

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

139. Each of the lawyers actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

140. 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.

141. 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.

142. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, named partner in one of the lawyers' firms, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

143. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, *i.e.*, the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

144. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

145. The attorney's conduct of litigation involving an insured client is also governed by established law. *See, e.g.*, Rule 1.8(f), RPC, Rule 407, SCACR (“A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; ...”); Rule 5.4(c), RPC, Rule 407, SCACR (“[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services”).

146. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil’s Alter Ego.

147. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCPP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

148. The result of the Alter-Egos’ actions were to effectuate the Primary Insurers’ desire that no Covil separate and apart from the Alter-Egos would exist.

149. The Alter-Egos’ complete control over Covil, and management of Covil’s affairs, including but not limited to the Covil asbestos suits.

150. 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.

151. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.

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.

152. 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.

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

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

155. 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.

156. 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;
- d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts;
- e. The Primary Insurers were the principals and Covil the agent or agency;
- f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
- g. The course of dealing between the principal and the agent clearly show no independent Covil; and
- h. Primary Insurers became active participants in Covil rather than simply insurers.

157. 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.

158. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

159. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

160. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

161. 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.

162. 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.

163. 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.

164. 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 USFG as an alter-ego of Covil Corporation

165. Plaintiff therefore seeks a declaratory judgment that the Primary Insurers and Enstar are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

166. Plaintiff incorporates herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

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

168. At all times herein mentioned, Defendants and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Decedent and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

169. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing

product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products from causing Decedent Gary Jay Moss' mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Decedent. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

170. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

171. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent Gary Jay Moss, Decedent's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

172. Decedent Gary Jay Moss' family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

173. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

174. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent's injuries, and all damages thereby sustained by Decedent Gary Jay Moss. Plaintiff therefore seeks all compensatory damages in order to make him whole, according to proof.

175. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Decedent Gary Jay Moss and others similarly situated.

176. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling,

distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

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

178. The above-referenced conduct of Defendants and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection,

installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Defendants, their “alternate entities,” and each of them consciously disregarded the safety of “exposed persons” in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to “exposed persons” without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Decedent.

179. Decedent Gary Jay Moss and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

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

181. The herein-described conduct of Defendants and their “alternate entities,” was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

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

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

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

183. Decedent Gary Jay Moss suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

184. Defendants' conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Decedent.

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

186. Defendants and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

187. Decedent Gary Jay Moss, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

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

189. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Decedent's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm,

and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

190. The defect existed in the said products at the time they left the possession of defendants, their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Decedent herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

191. Decedent Gary Jay Moss and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

192. Defendants' defective products as described above were a direct cause of Decedent Gary Jay Moss' injuries, the damages thereby sustained, and subsequent death.

193. 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, their "alternate entities," and each of them, did so with conscious disregard for the safety of Decedent Gary Jay Moss and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use

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

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

195. The above-referenced conduct of Defendants and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Decedent Gary Jay Moss 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.

196. 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.

197. The conduct of said defendants, their “alternate entities,” and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, seeks punitive damages according to proof.

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

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

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

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

200. Prior to and during all relevant times Defendants employed workers (hereinafter “employees”) in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent Gary Jay Moss worked and/or spent time as alleged above.

201. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Decedent Gary Jay Moss was exposed.

202. Employees handling and disturbing asbestos-containing products in Decedent Gary Jay Moss’ 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.

203. Employees handling and disturbing asbestos-containing products in Decedent Gary Jay Moss’, Decedent’s family members and others’ vicinity received monetary compensation from

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

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

205. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent Gary Jay Moss, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Decedent Gary Jay Moss.

206. 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.

207. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Decedent Gary Jay Moss.

208. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Decedent Gary Jay Moss that he was being exposed to asbestos, failed to adequately warn Decedent Gary Jay Moss of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

209. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent Gary Jay Moss.

210. Defendants' employees owed Decedent Gary Jay Moss 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.

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

212. At all times mentioned, Decedent Gary Jay Moss 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.

213. As a direct result of the Defendants' employees conduct, Decedent Gary Jay Moss' exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent and the damages and injuries as complained of herein by Decedent Gary Jay Moss.

214. The risks herein alleged and the resultant damages suffered by the Decedent Gary Jay Moss 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.

215. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Decedent Gary Jay Moss.

FOR A FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premise Owner/Contractor)

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

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

217. Prior to and during all relevant times, Defendants employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent Gary Jay Moss worked and/or spent time.

218. 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.

219. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Decedent Gary Jay Moss and settled onto Decedent's clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Decedent Gary Jay Moss would be exposed to dangerous asbestos dust beyond the present.

220. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause

personal injuries, including mesothelioma and other lung damage, to exposed persons, including Decedent Gary Jay Moss.

221. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Decedent Gary Jay Moss, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

222. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Decedent, 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.

223. 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 Decedent Gary Jay Moss were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

224. At all times herein mentioned, Decedent Gary Jay Moss was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

225. 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.

226. 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 Decedent Gary Jay Moss, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

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

228. 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.

229. Defendants failed to warn its employees and bystanders thereto, including Decedent Gary Jay Moss, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

230. 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, Decedent Gary Jay Moss became exposed to and inhaled asbestos fibers, which was a

substantial factor in causing Decedent to develop asbestos-related mesothelioma, 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, Plaintiff Complains of Defendants and Alleges as Follows:

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

232. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

233. The implied warranty made by the Defendants that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Decedent Gary Jay Moss carried out his duties and was inhaled by Decedent Gary Jay Moss.

234. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Decedent Gary Jay Moss was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Decedent Gary Jay Moss to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION

(Fraudulent Misrepresentation)

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

235. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

236. That during, before and after Decedent Gary Jay Moss' exposure to asbestos products manufactured by Defendants, the Defendants falsely represented facts, including the

dangers of asbestos exposure to Decedent in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent Gary Jay Moss. 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.

237. The foregoing representations were material conditions precedent to Decedent Gary Jay Moss' continued exposure to asbestos-containing products. Defendants each intended that Decedent act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Decedent was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

238. As a direct and proximate result of Decedent Gary Jay Moss' reliance upon Defendants' false representations, Decedent suffered injury, damages as described herein, and subsequent death.

FOR AN SEVENTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For a Seventh Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

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

240. Plaintiff brings this cause of action for Gary Jay Moss' wrongful death pursuant to S.C. Code Ann. § 15-51-10, on behalf of the children of Gary Jay Moss, as defined by S.C. Code § 15-51-20.

241. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Gary Jay Moss died on March 24, 2020, and his

children have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR AN EIGHTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For an Eighth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Alleges as Follows:

242. All paragraphs above are incorporated by reference, where relevant.

243. Plaintiff brings this cause of action for Decedent's medical, surgical and hospital bills, as well as for Decedent's conscious pain and suffering prior to his untimely death, as well as for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

244. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine is just.

FOR A NINTH CAUSE OF ACTION
(Alter Ego as to Enstar (US), Inc., United States Fidelity And Guaranty Company and Zurich American Insurance Company)

For a Ninth Distinct Cause of Action, Alter Ego Claims, Plaintiff Complains of Defendants, and alleges as follows:

1. Covil Corporation ("Covil"), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993,

Covil Corporation, after the death of its founder Palmer Covil from mesothelioma², understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil's insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. ("WTH") and Gallivan White and Boyd, PA ("GWB" and together with WTH, the "lawyers"), without an insured or client, appeared for Covil, answered Covil's lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil's insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

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

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

² [M]esothelioma, [is] an "invariably fatal cancer...for which asbestos exposure is the only known cause..." *In re Patenaude*, 210 F.3d 135, 138 (3d Cir.), *cert. denied*, 531 U.S. 1011 (2000).

3. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;

4. For punitive damages according to proof;

5. For Plaintiff's cost of suit herein;

6. For damages for fraudulent misrepresentation according to proof;

7. For damages for breach of implied warranty according to proof;

8. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act;

9. That Enstar (US), Inc., United States Fidelity And Guaranty Company and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; 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

Theile B. McVey (SC Bar 16682)

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ATTORNEYS FOR PLAINTIFF

June 7, 2020

Columbia, South Carolina

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

JOSHUA J. MOSS,
as Successor Personal Representative of the
Estate of GARY JAY MOSS,

Plaintiff,

v.

COVIL CORPORATION

SOUTHERN INSULATION, INC.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

UNITED STATES FIDELITY AND
GUARANTY COMPANY,

4520 CORP., INC.

ABLEST INC.

AECOM ENERGY & CONSTRUCTION,
INC.,

AIR & LIQUID SYSTEMS CORPORATION,

ALDRICH PUMP LLC

ANCHOR DARLING VALVE COMPANY

A. O. SMITH CORPORATION

ARMSTRONG INTERNATIONAL, INC.

AURORA PUMP COMPANY

BAHNSON, INC.

BAYER CORPORATION,

C/A NO. 2020-CP-40-02692

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

**FIRST AMENDED
SUMMONS**

CONFIDENTIAL

PLAINTIFF'S
EXHIBIT

25B

BECHTEL CORPORATION)
)
BFK, INC.,)
)
BONITZ, INC.)
)
BW/IP INC.)
)
CARBOLINE COMPANY)
)
CARRIER CORPORATION)
)
CECO ENVIRONMENTAL CORPORATION)
)
CELANESE CORPORATION)
)
CIRCOR INSTRUMENTATION)
TECHNOLOGIES, INC.,)
)
CNA HOLDINGS LLC,)
)
CRANE CO.)
)
CROSBY VALVE, LLC)
)
DANIEL INTERNATIONAL)
CORPORATION)
)
FISHER CONTROLS INTERNATIONAL)
LLC)
)
FLOWSERVE US INC.)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FMC CORPORATION,)
)

CONFIDENTIAL

FOSTER WHEELER ENERGY CORPORATION	)
	)
GARDNER DENVER, INC.	)
	)
GENERAL ELECTRIC COMPANY	)
	)
THE GOODYEAR TIRE & RUBBER COMPANY	)
	)
GOULDS PUMPS, INCORPORATED	)
	)
GREAT BARRIER INSULATION CO., INC.	)
	)
GREENE, TWEED & CO., INC.	)
	)
GRINNELL LLC	)
	)
HAJOCA CORPORATION	)
	)
HAMRICK MILLS	)
	)
IMO INDUSTRIES, INC.	)
	)
INGERSOLL-RAND COMPANY	)
	)
INTERNATIONAL PAPER COMPANY	)
	)
ITT, LLC	)
	)
J. & L. INSULATION, INC.	)
	)
J & L INSULATION, INC.	)
	)
JOHN CRANE INC.	)
	)
JOHNSON & JOHNSON	)
	)
JOHNSON & JOHNSON CONSUMER, INC.,	)
	)
MORSE TEC LLC	)
	)
PFIZER, INC.,	)
	)
PRESNELL INSULATION CO., INC.	)
	)

CONFIDENTIAL

RESEARCH-COTTRELL, INC.,	)
	)
REYNOLDS AMERICAN, INC.,	)
	)
R. J. REYNOLDS TOBACCO COMPANY,	)
	)
SEQUOIA VENTURES, INC.	)
	)
SPIRAX SARCO, INC.	)
	)
TRANE TECHNOLOGIES COMPANY LLC	)
	)
TRANE U.S. INC.	)
	)
TUTOR PERINI CORPORATION	)
	)
UNIROYAL HOLDING INC.	)
	)
UNITED CONVEYOR CORPORATION	)
	)
VIACOMCBS INC.	)
	)
VIKING PUMP, INC.	)
	)
WEIR VALVES & CONTROLS USA, INC.,	)
	)
YUBA HEAT TRANSFER, LLC	)
	)
ZURN INDUSTRIES, LLC	)
	)
Defendants.	)
	)

FIRST AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

CONFIDENTIAL

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

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar 16682)

KASSEL MCVEY, ATTORNEYS AT LAW

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Columbia, South Carolina 29202-1476

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tmcvey@kassellaw.com

Other email: emoultrie@kassellaw.com

and

Shawna F. King (CA Bar 279247)

Admitted (*Pro Hac Vice*)

DEAN OMAR BRANHAM SHIRLEY, LLP

302 N. Market Street, Suite 300

Dallas, Texas 75202

T: 214-722-5990

F: 214-722-5991

sking@dobslegal.com

Other email: mcomanche@dobslegal.com

ATTORNEYS FOR PLAINTIFF

September 10, 2021
Columbia, South Carolina

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

JOSHUA J. MOSS
as Successor Personal Representative of the
Estate of GARY JAY MOSS,

Plaintiff,

v.

COVIL CORPORATION

SOUTHERN INSULATION, INC.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

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

4520 CORP., INC.
individually and as successor-in-interest to
BENJAMIN F. SHAW COMPANY

ABLEST INC.
individually and as successor-by-merger to C.
H. Heist Corp. as successor-in-interest to
PIPE & BOILER INSULATION, INC.

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.

ALDRICH PUMP LLC
individually, and as successor-in-interest to
INGERSOLL-RAND COMPANY

C/A NO. 2020-CP-40-02692

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Mesothelioma
Wrongful Death and Survival Action

FIRST AMENDED COMPLAINT

(Jury Trial Demanded)

CONFIDENTIAL

ANCHOR DARLING VALVE COMPANY)
)
A. O. SMITH CORPORATION)
)
ARMSTRONG INTERNATIONAL, INC.)
)
AURORA PUMP COMPANY)
)
BAHNSON, INC.)
)
BAYER CORPORATION,)
individually, and as successor-in-interest to)
PHARMACIA, LLC and MONSANTO)
COMPANY)
)
BECHTEL CORPORATION)
)
BFK, INC.,)
individually, and as successor-in-interest to)
BUELL ENGINEERING CO.)
)
BONITZ, INC.)
individually and as successor-in-interest to)
BONITZ INSULATION CO. OF SOUTH)
CAROLINA)
)
BW/IP INC.)
and its wholly-owned subsidiaries)
)
CARBOLINE COMPANY)
)
CARRIER CORPORATION)
)
CECO ENVIRONMENTAL)
CORPORATION)
individually, and as successor-in-interest to)
FISHER-KLOSTERMAN, INC., as successor-)
in-interest to BUELL ENGINEERING CO.)
)
CELANESE CORPORATION)
)
CIRCOR INSTRUMENTATION)
TECHNOLOGIES, INC.,)
f/k/a HOKE INC.)
)
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.)
)
CRANE CO.)
)
CROSBY VALVE, LLC)
)
DANIEL INTERNATIONAL)
CORPORATION)
)
FISHER CONTROLS INTERNATIONAL)
LLC)
)
FLOWSERVE US INC.)
individually, and as successor-in-interest to)
EDWARD VALVES, INC.)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL,)
f/k/a FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
FMC CORPORATION,)
on behalf of its former Peerless Pump business)
)
FOSTER WHEELER ENERGY)
CORPORATION)
)
GARDNER DENVER, INC.)
)
GENERAL ELECTRIC COMPANY)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
)
GOULDS PUMPS, INCORPORATED)
)
)

GREAT BARRIER INSULATION CO.,)
INC.)
individually, and as successor-in-interest to)
GREAT BARRIER INSULATION CO.)
)
GREENE, TWEED & CO., INC.)
)
GRINNELL LLC)
d/b/a GRINNELL CORPORATION)
)
HAJOCA CORPORATION)
)
HAMRICK MILLS)
)
IMO INDUSTRIES, INC.)
)
INGERSOLL-RAND COMPANY)
)
INTERNATIONAL PAPER COMPANY)
)
ITT, LLC)
f/k/a ITT CORPORATION, ITT INDUSTRIES)
INC., ITT FLUID PRODUCTS CORP.,)
HOFFMAN SPECIALTY MFG. CORP.,)
BELL and GOSSETT COMPANY, ITT)
MARLOW, and KENNEDY VALVE)
COMPANY)
)
J. & L. INSULATION, INC.)
)
J & L INSULATION, INC.)
)
JOHN CRANE INC.)
)
JOHNSON & JOHNSON)
)
JOHNSON & JOHNSON CONSUMER,)
INC., f/k/a JOHNSON & JOHNSON)
CONSUMER COMPANIES, INC.)
)
MORSE TEC LLC)
f/k/a BORGWARNER MORSE TEC LLC, and)
successor-by-merger to BORG-WARNER)
CORPORATION)
)
PFIZER, INC.,)
)

individually, and as successor-in-interest to)
PHARMACIA, LLC)
)
PRESNELL INSULATION CO., INC.)
)
RESEARCH-COTTRELL, INC.,)
n/k/a AWT AIR COMPANY, INC.)
)
REYNOLDS AMERICAN, INC.,)
individually, and as successor-by-merger to)
BROWN & WILLIAMSON TOBACCO)
CORPORATION, successor-by-merger to THE)
AMERICAN TOBACCO COMPANY)
)
R. J. REYNOLDS TOBACCO COMPANY,)
individually and as successor-by-merger to)
LORILLARD TOBACCO COMPANY LLC,)
f/k/a LORILLARD TOBACCO COMPANY)
and as successor-by-merger to BROWN &)
WILLIAMSON TOBACCO CORPORATION)
)
SEQUOIA VENTURES, INC.)
f/k/a BECHTEL CORPORATION)
)
SPIRAX SARCO, INC.)
)
TRANE TECHNOLOGIES COMPANY)
LLC)
f/k/a INGERSOLL-RAND COMPANY)
)
TRANE U.S. INC.)
f/k/a AMERICAN STANDARD INC.)
)
TUTOR PERINI CORPORATION)
individually and as successor-in-interest to)
YEARGIN CONSTRUCTION COMPANY,)
INC.)
)
UNIROYAL HOLDING INC.)
f/k/a UNITED STATES RUBBER)
COMPANY, INC.)
)
UNITED CONVEYOR CORPORATION)
)
VIACOMCBS INC.)
f/k/a CBS CORPORATION,)
)

a Delaware corporation f/k/a VIACOM, INC.,)
successor-by-merger to CBS CORPORATION,)
a Pennsylvania corporation, f/k/a)
WESTINGHOUSE ELECTRIC)
CORPORATION and also as successor-in-)
interest to BF STURTEVANT)
)
VIKING PUMP, INC.)
)
WEIR VALVES & CONTROLS USA, INC.,)
individually and as successor-in-interest to)
ATWOOD & MORRILL CO., INC.)
)
YUBA HEAT TRANSFER, LLC)
)
ZURN INDUSTRIES, LLC)
individually and as successor-in-interest to)
ZURN INDUSTRIES, INC.)
)
Defendants.)
_____)

PLAINTIFF'S FIRST AMENDED COMPLAINT

Plaintiff JOSHUA J. MOSS as Successor Personal Representative of the Estate of GARY JAY MOSS (hereinafter "Plaintiff"), sues the named Defendants for compensatory and punitive damages, by and through her attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

1. This action is brought pursuant to the Wrongful Death Act, S.C. Gen. Stat. 15-51-10 *et seq.*, for the wrongful death of the Decedent, GARY JAY MOSS, on behalf of all persons entitled to recover damages.

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

- (a) Transacting business in this State, including the sale, supply, purchase, and/or use of asbestos and/or asbestos-containing products, within this State;

- (b) Contracting to supply services or things in the State;
- (c) Commission of a tortious act in whole or in part in this State;
- (d) Having an interest in, using, or possessing real property in this State; and/or
- (e) Entering into a contract to be performed in whole or in part by either party in this State.

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

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Decedent Gary Jay Moss experienced occupational exposure as a result of working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the "Premises Defendants." At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Decedent Gary Jay Moss, as an insulator welder, and welder inspector on to Defendant's premises to install and remove asbestos-containing thermal insulation and to weld equipment for Defendant's benefit. Decedent Gary Jay Moss was an invitee who had express permission to enter Defendant's premise 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 Mr. Moss' mesothelioma.

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

6. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Decedent Gary Jay Moss to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

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

8. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

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

10. Each of the named Defendants is liable for damages stemming from its own tortious conduct or the tortious conduct of an "alternate entity" as hereinafter defined. Defendants are liable for the acts of their "alternate entity" and each of them, in that there has been a corporate name change, Defendant is the successor by merger, by successor in interest, or by other acquisition resulting in a virtual destruction of Plaintiff's remedy against each such "alternate entity";

Defendants, each of them, have acquired the assets, product line, or a portion thereof, of each such “alternate entity”; such “alternate entities” have acquired the assets, product line, or a portion thereof of each such Defendant; Defendants, and each of them, caused the destruction of Plaintiff’s remedy against each such “alternate entity”; each such Defendant has the ability to assume the risk-spreading role of each such “alternate entity;” and that each such defendant enjoys the goodwill originally attached to each “alternate entity.”

11. United States Fidelity And Guaranty Company (“USF&G” or “Defendant”) is liable for damages stemming from its own tortious conduct or the tortious conduct of an “alternate entity” as hereinafter defined. USF&G is liable for the acts of its alter-ego Covil Corporation.

DEFENDANT	ALTERNATE ENTITY
4520 CORP., INC.	individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY
ABLEST INC.	individually and as successor-by-merger to C. H. Heist Corp. as successor-in-interest to PIPE & BOILER INSULATION, INC.
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.
ALDRICH PUMP LLC	individually and as successor-in-interest to INGERSOLL-RAND COMPANY
BAYER CORPORATION	individually, and as successor-in-interest to PHARMACIA, LLC and MONSANTO COMPANY
BFK, INC.	individually and successor-in-interest to BUELL ENGINEERING CO.
BONITZ, INC.	individually and as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA
BW/IP INC.	and its wholly-owned subsidiaries
CECO ENVIRONMENTAL CORPORATION	individually, and as successor-in-interest to FISHER-KLOSTERMAN, INC., as successor-in-interest to BUELL ENGINEERING CO.

DEFENDANT	ALTERNATE ENTITY
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.	f/k/a HOKE, INC.
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.
FLOWSERVE US INC.	individually, and as successor-in-interest to EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a/ FLUOR CORPORATION
FMC CORPORATION	on behalf of its former Peerless Pump business
GREAT BARRIER INSULATION CO., INC.	individually, and as successor-in-interest to GREAT BARRIER INSULATION CO.
GRINNELL LLC	d/b/a GRINNELL CORPORATION
ITT, LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
JOHNSON & JOHNSON CONSUMER, INC.	f/k/a JOHNSON & JOHNSON CONSUMER COMPANIES, INC.
MORSE TEC LLC	f f/k/a BORGWARNER MORSE TEC LLC, and successor-by-merger to BORG-WARNER CORPORATION
PFIZER, INC.	individually, and as successor-in-interest to PHARMACIA, LLC
RESEARCH-COTTRELL, INC.,	n/k/a AWT AIR COMPANY, INC.
REYNOLDS AMERICAN, INC.	individually, and as successor-by-merger to BROWN & WILLIAMSON TOBACCO CORPORATION, successor-by-merger to THE AMERICAN TOBACCO COMPANY
R. J. REYNOLDS TOBACCO COMPANY	individually and as successor-by-merger to LORILLARD TOBACCO COMPANY LLC, f/k/a LORILLARD TOBACCO COMPANY and as successor-by-merger to BROWN & WILLIAMSON TOBACCO CORPORATION
SEQUOIA VENTURES, INC.	f/k/a BECHTEL CORPORATION

DEFENDANT	ALTERNATE ENTITY
TRANE TECHNOLOGIES COMPANY LLC	f/k/a INGERSOLL-RAND COMPANY
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
TUTOR PERINI CORPORATION	individually and as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
UNIROYAL HOLDING INC.	f/k/a UNITED STATES RUBBER COMPANY, INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	individually and as the alter-ego to COVIL CORPORATION
VIACOMCBS INC.	f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION and also as successor-in-interest to BF STURTEVANT
WEIR VALVES & CONTROLS USA, INC.	individually and as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURN INDUSTRIES, LLC	individually and as successor-in-interest to ZURN INDUSTRIES, INC.

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

13. Plaintiff has been informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers

without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

14. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

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

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

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

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

THE PARTIES

18. The Plaintiff JOSHUA J. MOSS is currently a resident of the State of North Carolina. Decedent GARY JAY MOSS 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.

19. The Plaintiff was appointed as the Successor Personal Representative of the Estate of Gary Jay Moss (deceased) by the Probate Court of Cherokee County, South Carolina on or about February 5, 2021.

20. The Defendants that manufactured, sold, and/or distributed asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action are referred to herein as "Product Defendants." At all times relevant to this action, the Product Defendants and the predecessors of the Product Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale, and distribution of asbestos-containing products and raw material. The Defendants that owned and/or controlled the work sites where Decedent Gary Jay Moss experienced occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity are referred to herein as the "Premises Defendants."

21. 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 Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

23. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS

COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY OF S.C., INC. is sued as a Product Defendant. STARR DAVIS COMPANY OF S.C., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company of S.C. Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in

Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

26. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is an Oregon corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **ABLEST INC.**, individually and as successor-by-merger to C. H. HEIST CORP. as successor-in-interest to PIPE & BOILER INSULATION, INC., was and is a Delaware corporation with its principal place of business in California. At all times material hereto, ABLEST INC., as successor-by-merger to C. H. HEIST CORP. as successor-in-interest to PIPE & BOILER INSULATION, INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites

throughout the southeastern United States. ABLEST INC. is sued as a Product Defendant. ABLEST INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against ABLEST INC. arise out of this Defendant's business activities in the State of South Carolina.

28. 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 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 Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against AECOM ENERGY & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in-interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, 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. Plaintiff's claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

30. Defendant, **ALDRICH PUMP LLC**, individually, and as successor-in-interest to INGERSOLL-RAND COMPANY, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, ALDRICH PUMP 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 Ingersoll-Rand compressors and pumps. ALDRICH PUMP LLC is sued as a Product Defendant. Plaintiff's claims against ALDRICH PUMP LLC arise out of this Defendant's business activities in the State of South Carolina.

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

32. Defendant, **A. O. SMITH CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A. O. SMITH CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied,

installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing boilers. A. O. SMITH CORPORATION is sued as a Product Defendant. Plaintiff's claims against A. O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

34. 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. Plaintiff's claims against AURORA PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. 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 at numerous jobsites throughout the southeastern United States. BAHNSON, INC. is sued as a Product Defendant. BAHNSON, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **BAYER CORPORATION**, individually, and as successor-in-interest to PHARMACIA, LLC and MONSANTO COMPANY, was and is an Indiana corporation with its principal place of business in Pennsylvania. At all times material hereto, BAYER CORPORATION owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Monsanto Plant in Greenwood, South Carolina. BAYER CORPORATION is sued as a Premise Defendant. Plaintiff's claims against BAYER CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against BECHTEL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **BFK, INC.**, individually and as successor-in-interest to BUELL ENGINEERING CO., was a Kentucky corporation with its principal place of business in Kentucky. At all times material hereto, BFK, 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 Buell precipitators. BFK, INC. is sued as a Product Defendant. Plaintiff's claims against BFK, INC. arise out of this Defendant's business activities in the State of South Carolina.

39. 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 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 Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against BONITZ, INC. arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **BW/IP INC.**, and its wholly-owned subsidiaries, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, BW/IP INC.

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

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

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

43. Defendant, **CECO ENVIRONMENTAL CORPORATION**, individually and as successor-in-interest to FISHER-KLOSTERMAN, INC., successor-in-interest to BUELL ENGINEERING CO., was a Delaware corporation with its principal place of business in Ohio. At all

times material hereto, CECO ENVIRONMENTAL 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 Buell precipitators. CECO ENVIRONMENTAL CORPORATION is sued as a Product Defendant. Plaintiff's claims against CECO ENVIRONMENTAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

44. 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 Decedent Gary Jay Moss 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 in Simpsonville, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant. Plaintiff's claims against CELANESE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

45. Defendant, **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, CIRCOR INSTRUMENTATION 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 Hoke valves. CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiff's claims against CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

46. 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 Decedent Gary Jay Moss 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 in Simpsonville, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant. Plaintiff's claims against CNA HOLDINGS LLC arise out of this Defendant's business activities in the State of South Carolina.

47. 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 Cranite gaskets, Crane valves, Chempump, and Jenkins valves. CRANE CO. is sued as a Product Defendant. Plaintiff's claims against CRANE CO. arise out of this Defendant's business activities in the State of South Carolina.

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

49. 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 at numerous jobsites throughout the southeastern United States. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

51. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. mined, manufactured, processed,

imported, converted, compounded, supplied, installed, replaced, 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. FLOWSERVE US INC. is sued as a Product Defendant. Plaintiff's claims against FLOWSERVE US INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR ENTERPRISES, INC. is sued as a Product Defendant. FLUOR ENTERPRISES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against FLUOR ENTERPRISES, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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 and boilers. GENERAL ELECTRIC COMPANY is sued as a Product Defendant. Plaintiff's claims against GENERAL ELECTRIC COMPANY arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **THE GOODYEAR TIRE & RUBBER COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GOODYEAR TIRE & RUBBER COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cranite gaskets. THE GOODYEAR TIRE & RUBBER COMPANY is sued as a Product Defendant. Plaintiff's claims against THE GOODYEAR TIRE

& RUBBER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

62. Defendant, **GREAT BARRIER INSULATION CO., INC.**, individually and as successor-in-interest to GREAT BARRIER INSULATION CO., was and is a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO., INC. is sued as a Product Defendant. GREAT BARRIER INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **GREENE, TWEED & CO., INC.**, was and is a Pennsylvania 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 Palmetto packing. GREENE, TWEED & CO., INC. is sued as a Product Defendant. Plaintiff's claims against GREENE, TWEED & CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **GRINNELL, LLC d/b/a GRINNELL CORPORATION**, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell valves. GRINNELL, LLC is sued as a Product Defendant. Plaintiff's claims against GRINNELL, LLC arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **HAJOCA CORPORATION**, was and is a Maine corporation with its principal place of business in Pennsylvania. At all times material hereto, HAJOCA 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 transite pipe. HAJOCA CORPORATION is sued as a Product Defendant. Plaintiff's claims against HAJOCA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **HAMRICK MILLS**, was and is an South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, HAMRICK MILLS owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Limestone Manufacturing Textile Mill in Gaffney, South Carolina. HAMRICK MILLS is sued as a Premise Defendant. Plaintiff's claims against HAMRICK MILLS 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 and turbines. IMO INDUSTRIES INC. is sued as a Product Defendant. Plaintiff's claims against IMO INDUSTRIES INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, INGERSOLL-RAND 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 Ingersoll-Rand compressors and pumps. INGERSOLL-RAND COMPANY is sued as a Product Defendant. Plaintiff's claims against INGERSOLL-RAND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

69. Defendant, **INTERNATIONAL PAPER COMPANY**, was and is a New York corporation with its principal place of business in Tennessee. At all times material hereto, **INTERNATIONAL PAPER COMPANY** owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the International Paper owned mill facility in Covington, Kentucky. **INTERNATIONAL PAPER COMPANY** is sued as a Premise Defendant. Plaintiff's claims against **INTERNATIONAL PAPER COMPANY** arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **ITT, LLC** f/k/a **ITT CORPORATION**, **ITT INDUSTRIES INC.**, **ITT FLUID PRODUCTS CORP.**, **HOFFMAN SPECIALTY MFG. CORP.**, **BELL** and **GOSSETT COMPANY**, **ITT MARLOW**, and **KENNEDY VALVE COMPANY**, was and is an Indiana limited liability company with its principal place of business in 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 **ITT** valves and Kennedy waterworks system valves & hydrants. **ITT, LLC** is sued as a Product Defendant. Plaintiff's claims against **ITT, LLC** arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, **J. & L. INSULATION, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, **J. & L. INSULATION, INC.** manufactured, processed, imported, converted, compounded, supplied, 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. J. & L. INSULATION, INC. is sued as a Product Defendant. J. & L. INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J. & L. Insulation, Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

72. Defendant, **J & L INSULATION, INC.**, was a Georgia corporation with its principal place of business in Georgia. At all times material hereto, J & L 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. J & L INSULATION, INC. is sued as a Product Defendant. J & L INSULATION, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of J & L Insulation, Inc., exposed tens of thousands of people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against J & L INSULATION, 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. Plaintiff's claims against JOHN CRANE, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

75. Defendant, **JOHNSON & JOHNSON CONSUMER, INC.**, f/k/a Johnson & Johnson Consumer Companies, Inc., was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON CONSUMER, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. JOHNSON & JOHNSON CONSUMER, INC. is sued as a Product Defendant. Plaintiff's claims against JOHNSON & JOHNSON CONSUMER, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

Borg-Warner replacement parts and feed water isolation valves. MORSE TEC LLC is sued as a Product Defendant. Plaintiff's claims against MORSE TEC LLC arise out of this Defendant's business activities in the State of South Carolina.

77. Defendant, **PFIZER INC.**, individually, and as successor-in-interest to PHARMACIA, LLC, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PFIZER, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing talc. PFIZER, INC. is sued as a Product Defendant. Additionally, at all times material hereto, PFIZER INC. owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Pfizer owned facility Chemstrand in Greenwood, South Carolina. PFIZER INC. is also sued as a Premise Defendant. Plaintiff's claims against PFIZER INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **PRESNELL INSULATION CO., INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, PRESNELL INSULATION CO., INC., mined, manufactured, processed, imported, converted, compounded, supplied, 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. PRESNELL INSULATION CO., INC. is sued as a Product Defendant. PRESNELL INSULATION CO., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of

people, including the Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against PRESNELL INSULATION CO., INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **RESEARCH-COTTRELL, INC.**, n/k/a AWT AIR COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Massachusetts. At all times material hereto, 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. RESEARCH-COTTRELL, INC. is sued as a Product Defendant. Plaintiff's claims against RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

80. Defendant, **REYNOLDS AMERICAN, INC.**, individually, and as successor-by-merger to Brown & Williamson Tobacco Corporation, successor-by-merger to The American Tobacco Company, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, REYNOLDS AMERICAN, INC. owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Reynolds American, Inc. owned facility in Winston-Salem, North Carolina. REYNOLDS AMERICAN, INC. is sued as a Premise Defendant. Plaintiff's claims against REYNOLDS AMERICAN, INC. arise out of this Defendant's business activities in the State of South Carolina.

81. Defendant, **R. J. REYNOLDS TOBACCO COMPANY**, individually and as successor-by-merger to LORILLARD TOBACCO COMPANY LLC, f/k/a LORILLARD TOBACCO COMPANY and as successor-by-merger to Brown & Williamson Tobacco

Corporation, was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, R. J. REYNOLDS TOBACCO COMPANY owned and/or controlled premises at which Decedent Gary Jay Moss was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Reynolds American, Inc. owned facility in Winston-Salem, North Carolina. R. J. REYNOLDS TOBACCO COMPANY is sued as a Premise Defendant. Plaintiff's claims against R. J. REYNOLDS TOBACCO COMPANY arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **SEQUOIA VENTURES, INC.**, f/k/a BECHTEL CORPORATION, was and is a Delaware corporation with its principal place of business in Virginia. At all times material hereto, SEQUOIA VENTURES, INC. mined, manufactured, processed, imported, converted, compounded, supplied, 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. SEQUOIA VENTURES, INC. is sued as a Product Defendant. SEQUOIA VENTURES, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Gary Jay Moss to lethal doses of asbestos. Plaintiff's claims against SEQUOIA VENTURES, INC. arise out of this Defendant's business activities in the State of South Carolina.

83. Defendant, **SPIRAX SARCO, INC.**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, SPIRAX SARCO, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Sarco steam

traps and valves. SPIRAX SARCO, INC. is sued as a Product Defendant. Plaintiff's claims against SPIRAX SARCO, INC. arise out of this Defendant's business activities in the State of South Carolina.

84. Defendant, **TRANE TECHNOLOGIES COMPANY LLC** f/k/a INGERSOLL-RAND COMPANY, was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, TRANE TECHNOLOGIES COMPANY LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps. TRANE TECHNOLOGIES COMPANY LLC is sued as a Product Defendant. Plaintiff's claims against TRANE TECHNOLOGIES COMPANY LLC arise out of this Defendant's business activities in the State of South Carolina.

85. Defendant, **TRANE U.S. INC.** f/k/a AMERICAN STANDARD INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S. 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 American Standard blowers. TRANE U.S. INC. is sued as a Product Defendant. Plaintiff's claims against TRANE U.S. INC. arise out of this Defendant's business activities in the State of South Carolina.

86. 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 mined, manufactured, processed, imported, converted, compounded,

supplied, 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. 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 Decedent Gary Jay Moss, to lethal doses of asbestos. Plaintiff's claims against TUTOR PERINI CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

87. 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. Plaintiff's claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

88. 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 hopper and valves. UNITED CONVEYOR CORPORATION is sued

as a Product Defendant. Plaintiff's claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

89. 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 and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiff's claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

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

91. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS 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 Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiff's claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters. YUBA HEAT TRANSFER, LLC is sued as a Product Defendant. Plaintiff's claims against YUBA HEAT TRANSFER, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

94. Decedent Gary Jay Moss 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 BAYER CORPORATION; CELANESE CORPORATION; CNA

HOLDINGS LLC; INTERNATIONAL PAPER COMPANY; HAMRICK MILLS; PFIZER, INC.; REYNOLDS AMERICAN, INC.; and R. J. REYNOLDS TOBACCO COMPANY (collectively, hereinafter the “Premises Defendants”). All other Defendants 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. 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, and distribution of asbestos-containing products and raw material.

BACKGROUND FACTS

95. Plaintiff JOSHUA J. MOSS brings this action for monetary damages as a result of Decedent Gary Jay Moss contracting an asbestos-related disease.

96. Decedent was diagnosed with malignant Mesothelioma on or about February 21, 2020 and later died of said disease on or about March 24, 2020.

97. Decedent’s mesothelioma was caused by his exposure to asbestos during the course of his employment.

98. During his work history, Decedent was exposed to Defendants’ asbestos-containing products through his work as an insulator, welder, and welder inspector from approximately 1970 to 2017 at various job sites, including but not limited to locations in South Carolina and North Carolina. His duties included, but were not limited to, cutting and sawing asbestos insulation, mixing asbestos mud, the removal and installation of asbestos-containing insulation, heat treating welds with asbestos cloth and inspecting, testing, or evaluating materials to ensure the parts usable. All of these activities exposed Decedent to asbestos.

99. During his work history, Decedent was further exposed through his work around other trades, including boilermakers, mechanics, carpenters, iron workers, and electricians.

Decedent worked closely to a variety of trades that were working on asbestos-containing insulation, generators, boilers, and often worked near tradesmen working on asbestos-containing pipe insulation, valves, steam traps, pumps, furnaces, and other equipment. All of these activities exposed Decedent to asbestos.

100. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products through his work as an insulator for Daniel Construction from approximately the 1970s to 1979. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Fiber Industries Plant in Greenville, SC
- Fiber Industries Plant in Shelby, NC

101. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products through his work as a welder and welder inspector for Duke Energy from approximately the 1979 to 1980, 1981 to 2015, and as a contractor for Duke Energy from approximately 2015 to 2017. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Duke Energy Corporation – Buzzards Roost Generating Station in Greenwood, SC
- Duke Energy Corporation – Catawba Nuclear plant in York, SC
- Duke Energy Corporation – Hollidays Bridge Station in Honea Path, SC
- Duke Energy Corporation – Keowee-Toxaway Hydroelectric Plant in Seneca, SC
- Duke Energy Corporation – Lee Steam Station plant in Pelzer, SC
- Duke Energy Corporation – Oconee Nuclear plant in Seneca, SC
- Duke Energy Corporation – Allen Steam Station in Belmont, NC
- Duke Energy Corporation – Asheville Energy Plant in Arden, NC
- Duke Energy Corporation – Belews Creek plant in Walnut Cove, NC
- Duke Energy Corporation – Buck Steam Plant in Spencer, NC
- Duke Energy Corporation – Cliffside Steam Plant in Mooresboro, NC
- Duke Energy Corporation – Dan River Steam Plant in Belmont, NC
- Duke Energy Corporation – Marshall Steam Station Plant in Terrell, NC
- Duke Energy Corporation – McGuire Nuclear Plant in Huntsville, NC
- Duke Energy Corporation – Riverbend Steam Station in Mount Holly, NC

- Duke Energy Corporation – Tuxedo Hydroelectric Plant in Hendersonville, NC

102. Decedent Gary Jay Moss was also exposed to Defendants' asbestos-containing products while using the Defendants' talc products from 1970s through the early 1980s. These products released airborne asbestos fibers, which covered portions of Decedent Gary Jay Moss' body. As a result of the Defendants' failure to warn about the dangers of asbestos, Mr. Moss, inhaled or ingested these fibers causing him to contract mesothelioma, an asbestos-related disease.

103. Decedent Gary Jay Moss was further exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's mother, Rosa Webb Moss' jobsite at the Monsanto plant in Greenwood, South Carolina where she was a pipefitter. Additionally, Decedent Gary Jay Moss was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Decedent's father, JC Moss' jobsite at Limestone Manufacturing Textile Mill n/k/a Hamrick Mills in Gaffney, South Carolina where he was a doffer. Their jobs produced asbestos dust and fibers on accumulate on their clothes. Decedent Gary Jay Moss came in contact with the asbestos dust and fibers off premises by contact with his parents, their work clothes, personal possessions and vehicles.

104. Defendant USF&G and its predecessors, acting as the alter ego of Covil Corporation, owned a duty to Decedent to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

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

106. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

107. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

108. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

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

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

FACTUAL BACKGROUND AS TO INGERSOLL-RAND COMPANY, ALDRICH PUMP

LLC, AND TRANE TECHNOLOGIES COMPANY LLC

111. Ingersoll-Rand Company, a New Jersey corporation, was and is a manufacturer and supplier asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand compressors and pumps.

112. On documents filed with the Texas Secretary of State, Ingersoll-Rand Company listed Michael W. Lamach as President and Evan Turtz as Secretary who can be found at 800-E Beaty Street, Davidson, North Carolina 28036.

113. On April 30, 2020, Trane Technologies Company LLC was form under Texas Business Organization Code, with their headquarters located at 800-E Beaty Street, Davidson, North Carolina 28036.

114. Trane Technologies Company LLC list Michael W. Lamach and Evan Turtz as managers of the company in the certificate of formation, dated April 30, 2020 and list their address as 800-E Beaty Street, Davidson, North Carolina 28036.

115. The following day, May 1, 2020, Ingersoll-Rand Company merged into the new formed Trane Technologies Company, LLC. and states in the certificate of merger that Ingersoll-Rand Company will not survive the merger. The certificate of merger is signed by Evan Turtz, Senior Vice President, General Counsel, and Secretary of both Ingersoll-Rand Company and Trane Technologies Company LLC.

116. Later, on the same day, May 1, 2020, Trane Technologies Company LLC then filed a certificate of divisional merger with Aldrich Pump LLC. The two new surviving entities will be Aldrich Pump LLC and Trane Technologies Company LLC, with both having their principle place of business at 800-E Beaty Street, Davidson, North Carolina 28036.

117. Next, also on May 1, 2020, Trane Technologies Company LLC then files a certificate of conversation, converting the Texas Limited Liability Company to a Delaware

Limited Liability Company. The certificate of conversation states their principle place of business will continue to be at 800-E Beaty Street, Davidson, North Carolina 28036 and is signed by Senior Vice President, General Counsel, and Secretary, Evan Turtz.

118. Additionally, on May 1, 2020, Aldrich Pump LLC filed a certificate of conversation, stating it is converting the Texas Limited Liability Company to a North Carolina Limited Liability Company with their headquarters located at 800-E Beaty Street, Davidson, North Carolina 28036. However, no certificate of formation was ever filed with Texas Secretary of State.

119. Trane Technologies Company LLC and Aldrich Pump LLC are companies formed out of mergers of Ingersoll-Rand Company. They continue to have the same managers, directors, and principle place of business.

120. The newly formed and converted entities, Trane Technologies Company LLC and Aldrich Pump LLC are continuations of their predecessor, Ingersoll-Rand Company.

121. On information and belief, Plaintiff believes that these entities are engaged in a scheme designed to fraudulently convey assets from the responsible parties to other entities in order to shield these entities, and their associated assets, from their liability for asbestos containing products. As a direct and proximate result, all these entities are liable for the injuries, in whole or in part, caused to Decedent Moss.

122. Decedent Gary Jay Moss was exposed to Defendants' asbestos-containing products, including but not limited to, Ingersoll-Rand compressors and pumps, through his work as an insulator for Daniel Construction from approximately the 1970s to 1979, as a welder and welder inspector for Duke Energy from approximately the 1979 to 1980, 1981 to 2015, and as a contractor for Duke Energy from approximately 2015 to 2017. During these periods, Decedent Gary Jay Moss worked around insulators and other tradesmen at various industrial locations listed above.

123. Decedent Gary Jay Moss' cumulative exposure to asbestos as a result of acts and omissions of Defendants and their defective products, individually and together, was a substantial factor in causing Decedent's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Decedent's injuries, damages and subsequent death.

124. Decedent Gary Jay Moss was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

125. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease, mesothelioma and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma and that said disease results from exposure to asbestos and asbestos-containing products over a period of time.

126. As a direct and proximate result of the conduct as alleged within, Decedent Gary Jay Moss suffered permanent injuries and death, including, but not limited to, mesothelioma and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

FACTUAL BACKGROUND AS TO COVIL

127. 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 mesothelioma¹, 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 carrier USF&G and its lawyers,

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).

without a representative of the insured or client, appeared for Covil, answered Covil's lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, USF&G and its 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.

128. USF&G has assumed the mantle of Covil. For nearly thirty years, it has acted for and as the company with no regard to the desires or wishes of its insured. The result is that it is the alter-ego of Covil and is responsible for all of the debts it has and continues to incur.

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

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

131. 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").

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

133. 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 USF&G. Moreover,

on and after 1991, USF&G conducted all of Covil's affairs, including after Covil was dissolved, extending until appointment of the Receiver.²

134. USF&G issued insurance policies to Covil beginning sometime in the 1950s until approximately 1978.

135. From at least in or about 1991, continuing until appointment of the Receiver, 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.

136. USF&G, until 2018, 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.

137. Since as early as approximately 1991, USF&G acted for the purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. USF&G determined that the only Covil that could exist would be a Covil that was for all purposes USF&G's alter ego, and/or controlled entity.

138. USF&G effectuated its purpose of exclusive, unilateral control of Covil by running Covil's affairs in all material aspects.

139. At no time did USF&G make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, USF&G 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.

140. Each of USF&G's actions on behalf of Covil was for the purpose of protecting USF&G rather than Covil.

² For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of USF&G as it relates to Covil's current and future debts.

141. In addition to controlling the assets and affairs of Covil, USF&G 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.

142. USF&G is required to act in good faith and to engage in fair dealing in all of their actions in regard to Covil.

143. The result of USF&G's actions was to effectuate USF&G's desire that no Covil separate and apart from USF&G would exist.

144. USF&G's complete control over Covil, and management of Covil's affairs, including but not limited to the Covil asbestos suits.

145. 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 USF&G, 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 USF&G is difficult to fathom.

146. By way of example only, some communications involving USF&G demonstrate how it ran Covil. To be perfectly clear, USF&G 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. USF&G 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	Recommending 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.

147. USF&G acted deliberately when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of its duties to Covil.

**USF&G is Fully Responsible for Conduct
Prior to November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

148. USF&G's pattern and practice has made USF&G fully responsible for all of Covil's liabilities prior to appointment of the Receiver.

149. Under a number of legal theories, USF&G is Covil and acted as Covil for nearly 30 years.

150. Covil has become the alter ego of USF&G:

- a. USF&G has 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 USF&G;
- c. USF&G misused its domination of Covil and was not entitled to dominate Covil; and
- d. Inequitable consequences resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.

151. USF&G was the principal and Covil the agent or agency;

- a. USF&G 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. USF&G became an active participant in Covil rather than simply insurers.

152. USF&G's acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that USF&G is the Alter-Ego of Covil and thus, responsible for the debts, present and future, of Covil.

**USF&G is Fully Responsible for Conduct
After November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

153. Because USF&G, for nearly 30 years, controlled Covil, it has made Covil's defense of asbestos litigation nearly, if not completely, impossible.

154. USF&G took no steps to accumulate or preserve Covil's documents. USF&G 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.

155. 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, USF&G 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.

Breach of Fiduciary Duty by the Alter Ego

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

157. At all relevant times as set forth above and incorporated in this count as if fully set forth herein, USF&G was the alter-ego, jointly and/or severally of Covil Corporation.

158. As the equitable owner and alter-ego of Covil Corporation, USF&G was obligated under the law of South Carolina to act as fiduciary of the creditors of Covil Corporation. Instead,

USF&G operated Covil for its own benefit and breached its fiduciary duties to Covil Corporation and each of its creditors beginning at least by 1991.

159. As a result of these breaches, Covil has been irrevocably damaged and without a finding of liability against USF&G cannot be made whole.

160. As a direct and proximate result of USF&G's acts and omissions, plaintiff is entitled to recover attorneys' fees and costs of this action from USF&G. Plaintiff is also entitled to punitive damages stemming from USF&G's breach of their fiduciary duties to Covil Corporation.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

161. Plaintiff incorporates herein by reference, as though fully set forth herein, each and every paragraph of the General Allegations above.

162. 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.

163. At all times herein mentioned, Defendants, and/or their alter egos, and/or their "alternate entities" singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed, modified, tested or failed to test, abated or failed to abate, inadequately warned or failed to warn of the health hazards, failed to provide adequate use instructions for eliminating the health risks inherent in the use of the products, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products, in that said products caused personal injuries to Decedent and others similarly situated, (hereinafter collectively called "exposed persons"), while being used for their intended purpose and in a manner that was reasonably foreseeable.

164. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products from causing Decedent Gary Jay Moss' mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential

harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Decedent. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

165. Defendants, and/or their alter egos, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and asbestos-containing products would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

166. At all times relevant, Defendants, and/or their alter egos, and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent Gary Jay Moss, Decedent's family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants' products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

167. Decedent Gary Jay Moss' family members and others in their vicinity used, handled or were otherwise exposed to asbestos and asbestos-containing products referred to herein in a

manner that was reasonably foreseeable. Decedent's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

168. Decedent suffered from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Decedent was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

169. Defendants' and/or their alter egos' conduct and defective products as described in this cause of action were a direct cause of Decedent's injuries, and all damages thereby sustained by Decedent Gary Jay Moss. Plaintiff therefore seeks all compensatory damages in order to make him whole, according to proof.

170. Furthermore, the conduct of Defendants, and/or their alter egos, and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent and the public without adequate warnings or proper use instructions was done in a conscious disregard and indifference to the safety and health of Decedent Gary Jay Moss and others similarly situated.

171. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants, and/or their alter egos, and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants, and/or their alter egos, and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or

products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants, and/or their alter egos, and/or their “alternate entities.”

172. 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.

173. 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 were consciously willing and intended to permit asbestos and asbestos-

containing products to cause injury to “exposed persons” without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Decedent.

174. Decedent Gary Jay Moss and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos containing-products, and products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

175. 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.

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

FOR A SECOND CAUSE OF ACTION

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

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

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

178. Decedent Gary Jay Moss suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with

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

179. Defendants' conduct and defective products as described above were a direct cause of Decedent's injuries, and the injuries and damages thereby sustained by Decedent.

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

181. Defendants, and/or their alter egos, and/or their "alternate entities" knew or should have known, and intended that the aforementioned asbestos and products containing asbestos would be transported by truck, rail, ship and other common carriers, that in the shipping process the products would break, crumble or be otherwise damaged; and/or that such products would be used for insulation, construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications, including, but not limited to grinding, sawing, chipping, hammering, scraping, sanding, breaking, removal, "rip-out," and other manipulation, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Decedent, would use or be in proximity to and exposed to said asbestos fibers.

182. Decedent Gary Jay Moss, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Decedent's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

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

184. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Decedent's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent's lung, even if inhaled. Said alternatives came at a comparable cost to each of the Defendants, and/or their alter egos, and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants, and/or their alter egos, and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' 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.

185. The defect existed in the said products at the time they left the possession of defendants, their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed

persons,” including Decedent herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

186. Decedent Gary Jay Moss and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Decedent or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent and others similarly situated were exposed.

187. Defendants’ defective products as described above were a direct cause of Decedent Gary Jay Moss’ injuries, the damages thereby sustained, and subsequent death.

188. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, and/or their alter egos, and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Decedent Gary Jay Moss and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants, and/or their alter egos, and/or their "alternate entities” had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part,

from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

189. 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.

190. The above-referenced conduct of Defendants, and/or their alter egos, and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Decedent Gary Jay Moss 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.

191. 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.

192. The conduct of said defendants, their “alternate entities,” and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants, and/or their alter egos, seeks punitive damages according to proof against all Defendants.

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

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

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

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

195. Prior to and during all relevant times Defendants, and/or their “alternate entities,” employed workers (hereinafter “employees”) in areas where defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent Gary Jay Moss worked and/or spent time as alleged above.

196. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Decedent Gary Jay Moss was exposed.

197. Employees handling and disturbing asbestos-containing products in Decedent Gary Jay Moss’ 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.

198. Employees handling and disturbing asbestos-containing products in Decedent Gary Jay Moss’, Decedent’s family members and others’ vicinity received monetary compensation from

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

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

200. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent Gary Jay Moss, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Decedent Gary Jay Moss.

201. 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.

202. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Decedent Gary Jay Moss.

203. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Decedent Gary Jay Moss that he was being exposed to asbestos, failed to adequately warn Decedent Gary Jay Moss of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

204. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent Gary Jay Moss.

205. Defendants' employees owed Decedent Gary Jay Moss 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.

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

207. At all times mentioned, Decedent Gary Jay Moss 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.

208. As a direct result of the Defendants' employees conduct, Decedent Gary Jay Moss' exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent and the damages and injuries as complained of herein by Decedent Gary Jay Moss.

209. The risks herein alleged and the resultant damages suffered by the Decedent Gary Jay Moss 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.

210. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions committed by their employees in the course and scope of their work that caused harm to Decedent Gary Jay Moss.

FOR A FOURTH CAUSE OF ACTION
(Premises Liability: Negligence as to Premise Owner/Contractor)

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

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

212. Prior to and during all relevant times, Defendants, and/or their “alternate entities,” employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent Gary Jay Moss worked and/or spent time.

213. 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.

214. Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Decedent Gary Jay Moss and settled onto Decedent’s clothes, shoes, hands, face, hair, skin, and other body parts thus creating a situation whereby workers and by-standers including Decedent Gary Jay Moss would be exposed to dangerous asbestos dust beyond the present.

215. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Defendants’ employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause

personal injuries, including mesothelioma and other lung damage, to exposed persons, including Decedent Gary Jay Moss.

216. At all times herein mentioned, Defendants knew or should have known that its employees and bystanders thereto, including Decedent Gary Jay Moss, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

217. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Decedent, 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.

218. 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 Decedent Gary Jay Moss were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

219. At all times herein mentioned, Decedent Gary Jay Moss was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

220. 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.

221. 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 Decedent Gary Jay Moss, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

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

223. 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.

224. Defendants failed to warn its employees and bystanders thereto, including Decedent Gary Jay Moss, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

225. 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, Decedent Gary Jay Moss became exposed to and inhaled asbestos fibers, which was a

substantial factor in causing Decedent to develop asbestos-related mesothelioma, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Negligence Per Se)

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

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

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

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

229. The negligence per se of Defendants was a proximate cause of Decedent's injuries.

FOR A SIXTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties - S.C. Code Ann. § 36-2-314)

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

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

231. Each of the Defendants impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

232. The implied warranty made by the Defendants that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Decedent Gary Jay Moss carried out his duties and was inhaled by Decedent Gary Jay Moss.

233. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Decedent Gary Jay Moss was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Decedent Gary Jay Moss to suffer all damages attendant thereto.

FOR A SEVENTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

234. Plaintiff repeats and re-alleges the portions of the above paragraphs where relevant.

235. That during, before and after Decedent Gary Jay Moss' exposure to asbestos products manufactured by Defendants, and/or their "alternate entities," the Defendants, and/or their "alternate entities," falsely represented facts, including the dangers of asbestos exposure to Decedent in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent Gary Jay Moss. 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.

236. The foregoing representations were material conditions precedent to Decedent Gary Jay Moss' continued exposure to asbestos-containing products. Defendants each intended that Decedent act upon the representations by continuing his work around, and thereby exposure

to, the asbestos products. Decedent was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

237. As a direct and proximate result of Decedent Gary Jay Moss' reliance upon Defendants' false representations, Decedent suffered injury, damages as described herein, and subsequent death.

FOR AN EIGHTH CAUSE OF ACTION
(Wrongful Death Action, S.C. Code Ann. § 15-51-10 et seq.)

For an Eighth Distinct Cause of Action for Wrongful Death, Plaintiff Complains of Defendants, and Alleges as Follows:

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

239. Plaintiff brings this cause of action for Gary Jay Moss' wrongful death pursuant to S.C. Code Ann. § 15-51-10, on behalf of the children of Gary Jay Moss, as defined by S.C. Code § 15-51-20.

240. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Gary Jay Moss died on March 24, 2020, and his children have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR A NINTH CAUSE OF ACTION
(Loss of Consortium)

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

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

242. Plaintiff, Joshua J. Moss, is the son of Decedent Gary Jay Moss.

243. Due to the wrongful and tortuous acts of Defendants and/or their “alternate entities” and the severe injuries caused to Decedent Gary Jay Moss, as set forth herein, Decedent’s children and Plaintiff Joshua J. Moss have suffered and will continue to suffer in the future, loss of consortium, including but not by way of limitation, damages including loss of affection, society, comfort, support, companionship, love, and the protection of their father.

244. Defendant’s wrongful conduct, alleged above, was a direct and proximate cause of the damages suffered by Plaintiff Joshua J. Moss. Plaintiff prays judgment against Defendants, their “alternate entities” and each of them, as hereinafter set forth.

FOR A TENTH CAUSE OF ACTION
(Survival Action, S.C. Code Ann. § 15-5-90)

For a Tenth Distinct Cause of Action, known statutorily as a Survival Action, Plaintiff Complains of Defendants, and Alleges as Follows:

245. All paragraphs above are incorporated by reference, where relevant.

246. Plaintiff, Joshua J. Moss, as Successor Personal Representative of the Estate of Gary Jay Moss, deceased, brings this survival action as allowed by S.C. Code Ann. § 15-5-90.

247. Plaintiff brings this cause of action for Decedent’s medical, surgical and hospital bills, as well as for Decedent’s conscious pain and suffering prior to his untimely death, as well as

for the mental distress of Decedent due to knowledge of his impending death from his incurable disease.

248. As a direct and proximate result of the negligence, recklessness, carelessness, and in some cases intentional actions of Defendants as described, Decedent endured conscious pain, suffering, mental anguish and distress until his untimely death, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine is just.

FOR AN ELEVENTH CAUSE OF ACTION
(Alter Ego as to United States Fidelity And Guaranty Company)

For an Eleventh Distinct Cause of Action, Alter Ego Claims, Plaintiff Complains of Defendants, and alleges as follows:

249. 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 mesothelioma³, 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, USF&G and its 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,

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).

USF&G and its 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.

250. USF&G has assumed the mantle of Covil. For nearly thirty years, it has acted for and as the company with no regard to the desires or wishes of its insured. The result is that USF&G is the alter-ego of Covil and is responsible for all of the debts it has and continues to incur.

PRAYER FOR RELIEF

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

1. For Decedent’s actual damages according to proof, including Decedent’s pain and suffering, Decedent’s mental distress, as well as Decedent’s medical, surgical and hospital bills;
2. For Decedent’s loss of income or earnings according to proof;
3. For loss of care, comfort and society;
4. For pecuniary loss of the beneficiaries/heirs including but not limited to funeral and burial costs, for mental shock and suffering of the beneficiaries/heirs, for wounded feelings of the beneficiaries/heirs, for grief and sorrow of the beneficiaries/heirs, loss of his companionship and deprivation of the use and comfort of the Decedent’s experience, knowledge and judgment in managing the affairs of himself and his beneficiaries;
5. For punitive damages according to proof;
6. For Plaintiff’s cost of suit herein;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for breach of implied warranty according to proof;
9. All economic and non-economic damages allowed pursuant to the Survival and Wrongful Death Act;

10. That United States Fidelity And Guaranty Company is found to be the alter ego of Covil and, co-extensively liable with Covil as found by the jury in this case; and

11. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar 16682)

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ATTORNEYS FOR PLAINTIFF

September 10, 2021
Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
NORMA D. BOWLIN, as Personal	)	
Representative of the Estate of GARY JAY	)	C/A NO. 2020-CP-40-02692
MOSS,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
COVIL CORPORATION, et al.	)	
	)	
Defendants.		

PLAINTIFF'S RESPONSES TO DEFENDANTS' STANDARD INTERROGATORIES

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

COMES NOW Plaintiff, Norma D. Bowlin, as Personal Representative of the Estate of Gary Jay Moss, by and through her counsel of record, and serves her Plaintiff's 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:

Norma D. Bowlin
4707 Catillion Drive
North Charleston, SC 29420

Gary Jay Moss (deceased)
DOB: [REDACTED]
DOD: [REDACTED] (72 years old)
SSN: xxx-xx-8250

Decedent Gary Jay Moss attended Blacksburg High School in Blacksburg, South Carolina. He graduated in 1966. Additionally, he attended Spartanburg Junior College for approximately 2 years.

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:

111 Chaucer Drive
Gaffney, SC 29341
2010-death in 2020

131 Superior Drive, Apt F
 Mooresville, NC
Approximately 2004-2010

293 Rows Street
 Mooresville, NC
Approximately 1992 to 2004

Unrecalled house number on unrecalled street name
Six Miles, SC
Approximately 1985 to 1992

Unrecalled house number on unrecalled street name
Blacksburg, SC
1948 to approximately 1985

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:

This interrogatory is not applicable to Plaintiff as he was not a member of a union.

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:

Plaintiff objects 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 Plaintiff worked with or around Defendants' asbestos-containing materials. Additionally, please see Plaintiff's Original Complaint filed in this case and any amendments thereto. Please see Plaintiff's deposition to be taken in this case, if he is able. Plaintiff will also provide information regarding potential co-workers, if any, that could provide may be responsive to this request.

Plaintiff provides this information based on her and/or other witness's recollection of handling or being around products that may have caused Gary Jay Moss to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiff's counsel to date. This investigation continues and Plaintiff will supplement this information as needed. Please note that all years are approximate, as Plaintiff has not yet received his Social Security Records.

Location: Take home exposure from mother
Employer: Monsanto

Title: pipefitter

Location: Take home exposure from Father
Employer: Limestone Manufacturing Textile Mill
Title: doffer

Location: Fiber Industries Plants in Shelby, NC and Greenville, SC
Employer: Daniel Construction
Title: Insulator
Years: 1970-1979

Location: Fiber Industries Plants in Shelby, NC
Employer: Industrial Insulation, Inc.
Title: Insulator
Years: 1979

Location: Catawba Nuclear Plant, York, South Carolina; Oconee Nuclear Station, Seneca, South Carolina; McGuire Nuclear Station, Huntersville, North Carolina; Allen Steam Station, Belmont, North Carolina; Ashville Plant, Arden, North Carolina; Belews Creek, Walnut Cove, North Carolina; Buck Steam Station, Spencer, North Carolina; Buzzards Roost, Greenwood, South Carolina; Cliffside Steam Station, Cliffside, North Carolina; Dan River Steam Station, Eden North Carolina; Keowee-Toxaway, Keowee and Little rivers, South Carolina; Lee Steam Station, Pelzer, South Carolina; Riverbend Steam Station, Mt. Holly, North Carolina; Tuxedo Plant, Hendersonville, North Carolina
Employer: Duke Power, Thielsch Engineering, Sonic Systems Int'l, System One
Title: NDE welding inspector
Years: 1979-1980, 1981-2015

Location: Stouffers Chemical Plant, Greenville, SC
Employer: Yeargin Construction
Title: Insulator
Years: 1980-1981

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, Plaintiff responds further as follows:

- From December of 1966 until July 1970 Gary Moss served in the US Air Force.
- While in school, Gary Moss worked part-time for three summers as a doffer at Limestone Manufacturing Textile Mill in Gaffney, SC.

Plaintiff reserves 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. 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' Master Interrogatories and Requests for Production of Documents (Ex. 2), served herewith. Additionally, Plaintiffs reserve the right to supplement this response should further responsive information comes 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:

Decedent Gary Jay Moss was diagnosed with mesothelioma. Please see Exhibit 1 document production included with Plaintiffs' Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiffs' possession at this time, including the pathology report regarding Mr. Moss' mesothelioma, as well as fully executed authorizations to obtain all medical records of Plaintiff unlimited by time or by place on the body. Plaintiffs also direct the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. It is impossible to describe all of the symptoms related to mesothelioma. In

short, it was a fatal, incurable, progressive disease that caused Mr. Moss' death. 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:

Decedent Gary Jay Moss was diagnosed on or around February 21, 2020 with malignant pleural mesothelioma by Dr. Benjamin Cohen at Wake Forest Baptist Health in Winston Salem, SC.

INTERROGATORY NO. 9

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

ANSWER:

See Answer to Interrogatory No. 8, same date as diagnosis or within the days thereafter.

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:

Plaintiff objects that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiff's Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiff's possession at this time, including but not limited to the pathology report regarding Mr. Moss' mesothelioma, as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiff also directs the Defendants to Plaintiff's List of Medical Providers, included in the Exhibit 1 document production.

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 and for each such individual so identified provide the following information:

- (a) the reason for such examination or treatment;
- (b) the date of each examination or treatment; and
- (c) the diagnosis resulting from each such examination or treatment.

ANSWER:

Plaintiff objects that this request is overly broad, unduly burdensome, and not reasonably tailored to the subject matter of this litigation – Mr. Moss’ diagnosis of malignant mesothelioma. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiff’s Responses to Defendants’ Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes Plaintiff’s List of Medical Providers.

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:

Plaintiff objects that this request is overly broad, unduly burdensome, and not reasonably tailored to the subject matter of this litigation – Mr. Moss’ diagnosis of malignant mesothelioma.. Subject thereto and without waiving the same, please see Exhibit 1 document production included with Plaintiff’s Responses to Defendants’ Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes Plaintiff’s List of 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:

Plaintiff objects that this request is overly broad, unduly burdensome, and not reasonably tailored to the subject matter of this litigation – Mr. Moss’ diagnosis of malignant mesothelioma. Subject thereto and without waiving the same, Mr. Moss is no longer receiving any medical services or treatment of any kind.

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:

Plaintiff objects that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiff's Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiff's possession at this time, including but not limited to the pathology report regarding Mr. Moss' mesothelioma 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:

Plaintiff 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, Plaintiff states that Plaintiff Gary Jay Moss made a Workers' Compensation claim with the North Carolina Industrial Commission against his employer, Duke Energy Corporation for Mr. Moss' prior diagnosis of asbestosis.

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:

Plaintiff 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, Plaintiff states that Decedent Gary Jay Moss received Social Security benefits, but he has not made any claims with the SSA as a result of an injury or disease. Please see Exhibit 1 production included with Plaintiff's Responses to Defendants' Master Set of Interrogatories and Requests for Production of Documents

(Ex. 2), which includes an authorization for Defendants to obtain such records. Discovery is ongoing and Plaintiff reserves the right to supplement this answer should further responsive information come 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:

Plaintiff objects that this request is overbroad, harassing, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, to the best of Plaintiffs' knowledge, decedent had a prior lawsuit related to his diagnosis with asbestosis. Discovery is ongoing and Plaintiff reserves the right to supplement this answer should further responsive information comes 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:

Plaintiff objects 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 Defendants' Master Set of Interrogatories and Requests for Production of Documents (Ex. 2), which includes all medical records in Plaintiffs' possession at this time, including but not limited to the pathology report regarding Mr. Moss' mesothelioma as well as fully executed authorizations unlimited in time or place on the body, to obtain further medical records and to update as needed. Plaintiff also directs the Defendants to Plaintiff's List of Medical Providers, included in Exhibit 1. Plaintiff states that discovery is ongoing, and Plaintiff 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. Moreover, information responsive to this request is equally, if not more so, available to Defendants in this case. Subject to and without waiving these objections, see Plaintiff's deposition and any coworkers depositions to be taken in this case.

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:

Plaintiff objects as this Request is not relevant nor reasonably calculated to lead to admissible evidence. Subject to this objection, Plaintiff Gary Jay Moss has never used tobacco products.

Respectfully submitted,

s/ Jonathan H. Holder

Shawna Forbes-King (To be admitted *Pro Hac Vice*)
Charles W. Branham, III (To be admitted *Pro Hac Vice*)

Jonathan M. Holder (SC Bar No. 77935)

DEAN OMAR BRANHAM SHIRLEY, LLP

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Other email: jjohnson@dobslegal.com

Theile B. McVey (SC Bar No. 16682)

KASSEL MCVEY ATTORNEYS AT LAW

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tmcvey@kassellaw.com

Other email: emoultrie@kassellaw.com

ATTORNEYS FOR PLAINTIFF

July 23, 2020
Dallas, Texas.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this 23rd day of July, 2020.

s/ Jonathan M. Holder

Counsel for Plaintiffs

EXHIBIT A

EXHIBIT A
Gary Jay Moss
WORK SITES*

Plaintiff provides this information based on his and/or other witness's recollection of handling or being around products that may have caused Gary Jay Moss to be exposed to asbestos. This information may be supplemented by information from witnesses, documentation gathered and/or investigation conducted by Plaintiff's counsel to date. This investigation continues and Plaintiff will supplement this information as needed. Please note that all years are approximate, as Plaintiff has not yet received his Social Security Records.

Location: Take home exposure from mother
Employer: Monsanto
Title: pipefitter

Location: Take home exposure from Father
Employer: Limestone Manufacturing Textile Mill
Title: doffer

Location: Fiber Industries Plants in Shelby, NC and Greenville, SC
Employer: Daniel Construction
Title: Insulator
Years: 1970-1979

Location: Fiber Industries Plants in Shelby, NC
Employer: Industrial Insulation, Inc.
Title: Insulator
Years: 1979

Location: Catawba Nuclear Plant, York, South Carolina; Oconee Nuclear Station, Seneca, South Carolina; McGuire Nuclear Station, Huntersville, North Carolina; Allen Steam Station, Belmont, North Carolina; Ashville Plant, Arden, North Carolina; Belews Creek, Walnut Cove, North Carolina; Buck Steam Station, Spencer, North Carolina; Buzzards Roost, Greenwood, South Carolina; Cliffside Steam Station, Cliffside, North Carolina; Dan River Steam Station, Eden North Carolina; Keowee-Toxaway, Keowee and Little rivers, South Carolina; Lee Steam Station, Pelzer, South Carolina; Riverbend Steam Station, Mt. Holly, North Carolina; Tuxedo Plant, Hendersonville, North Carolina
Employer: Duke Power, Thielsch Engineering, Sonic Systems Int'l, System One
Title: NDE welding inspector
Years: 1979-1980, 1981-2015

Location: Stouffers Chemical Plant, Greenville, SC
Employer: Yeargin Construction
Title: Insulator
Years: 1980-1981

*Plaintiffs reserve the right to supplement this response as discovery is ongoing.

EXHIBIT A
Gary Jay Moss
WORK SITES*

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

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
NORMA D. BOWLIN, as Personal	)	
Representative of the Estate of GARY	)	C/A NO. 2020-CP-40-02692
JAY MOSS,	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
COVIL CORPORATION, et al.	)	
	)	
Defendants.		

**PLAINTIFFS' RESPONSES TO DEFENDANTS' MASTER SET OF
INTERROGATORIES AND REQUEST FOR PRODUCTION OF DOCUMENTS**

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

COMES NOW Plaintiff, Norma D. Bowlin, as Personal Representative of the Estate of Gary Jay Moss, by and through her counsel of record, and serves her 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:

Plaintiff objects that this Interrogatory is overly broad, unduly burdensome and premature. In particular, evidence of punitive damages in form of documents, if any, would be Defendants' documents and therefore (1) is equally, if not more so, available to the Defendants than the Plaintiff and (2) not in Plaintiff's possession because discovery of such documents has not been completed. Plaintiff further objects that this Interrogatory is vague and ambiguous in that is unclear whether this seeks information pertaining to all elements of a claim for punitive damages (including asbestos exposure, causation, etc.) or only those regarding Defendant's recklessness. Subject thereto and without waiving these objections, Plaintiff answers that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of testimony (in addition to documents). Plaintiff will provide counsel with exhibit lists containing all Plaintiff documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff generally identifies portions of the depositions of Defendants' corporate representatives, persons most knowledgeable and/or managers. Plaintiff further reserves 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:

Plaintiff objects that this Interrogatory is overly broad and unduly burdensome. Plaintiff further objects that this Interrogatory is vague and ambiguous in that is unclear whether this seeks information pertaining to all elements of a claim for punitive damages (including asbestos exposure, causation, etc.) or only those regarding Defendant's recklessness. Subject thereto and without waiving these objections, Plaintiff 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. Plaintiff reserves the right to supplement or amend their response to this Interrogatory as discovery and investigation remains ongoing.

Subject to and without waiving the foregoing objections, Plaintiff states that the following witnesses *may* have knowledge of facts or opinions responsive to this Interrogatory:

Norma D. Bowlin (Plaintiff)

c/o Shawna Forbes-King

Dean Omar Branham Shirley, LLP

Gary Moss (Decedent)

Mr. Moss gave a deposition on April 6, 2010. Plaintiff will provide such deposition

Joshua Jay Moss (son)
c/o Shawna Forbes-King
Dean Omar Branham Shirley, LLP

Jennifer Carlson (daughter)
c/o Shawna Forbes-King
Dean Omar Branham Shirley, LLP

Any coworkers that worked with Mr. Moss and any 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. Richard Kradin
Massachusetts General Hospital
55 Fruit Street, Warren 253
Boston, MA 02114
617-367-2879
617-726-8491

Dr. Eugene Mark
Massachusetts General Hospital
55 Fruit Street, Warren 244
Boston, MA 02114
617-726-8891

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 Mesothelioma as a result of exposure to asbestos. Additionally, these doctors may testify that Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. They may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Further, these doctors may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these doctors may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer during his lifetime as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These doctors may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. These doctors may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred and/or will incur in the future as a result of his asbestos-related disease. Defense counsel are in possession of numerous transcripts within which these doctors' opinions have been fully explored.

These experts will testify as to the procedures and treatments experienced by Plaintiff/Decedent and Plaintiff/Decedent's pain and suffering attributable to the disease mesothelioma. They may further testify as to facts and circumstances regarding the nature of the injuries and damages experienced by mesothelioma victims. They may testify regarding Plaintiff/Decedent's prognosis and life expectancy had they not been diagnosed with mesothelioma.

Additionally, these experts will testify about asbestos and the diseases caused by asbestos generally. These experts will testify that smoking is addictive. These experts may testify that based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, these experts may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that asbestos-containing products could cause disease. These experts may testify as to their review of the medical and scientific literature regarding asbestos and asbestos-related diseases. These experts may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. These experts may also testify as to their review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. These experts may also testify as to the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. They may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, these experts may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these experts may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants and that Plaintiff/Decedent's fear of cancer is a reasonable fear. These experts may testify as to what caused and/or contributed to Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. These experts may testify concerning fiber types of asbestos generally and that all types of asbestos fibers and all lengths of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. These experts may testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos. They may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts

may testify regarding when it was known that bystander and household exposures were known to cause disease.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These doctors may testify that warnings placed on containers of asbestos-containing products, and/or asbestos equipment, and/or in technical manuals, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

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

These doctors may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. These doctors may further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

These doctors may testify that chrysotile in asbestos-containing products is contaminated with tremolite, actinolite, anthophyllite, amosite and/or crocidolite asbestos.

Dr. Steven Haber
Respiratory Medicine Consultants
9337B Katy Freeway, Suite 267
Houston, Texas 77024

Dr. Haber may testify, live or by deposition, concerning his examination and treatment of Plaintiff and his diagnosis of asbestos-related disease in this case. He may testify concerning asbestos, the effects of asbestos on the body and any other topics related thereto. He may also testify as to their review of recent medical information pertaining to Plaintiff and the progression of Plaintiff's disease that occurred since his last examination. Additionally, he may testify that Plaintiff's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. He may testify as to the hazardous nature of asbestos and/or asbestos-containing products and as a result, that such asbestos and/or asbestos-containing products are unreasonably dangerous. He may also testify concerning the role of Plaintiff's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. He may testify that Plaintiff required and/or requires medical monitoring and treatment and/or hospitalizations as a result of his exposure to asbestos. He may also testify regarding the effects of asbestos-related disease on the body and more specifically, the pain and

suffering of the Plaintiff, including his mental state. He may testify concerning the reasonable and necessary medical expenses the Plaintiff has incurred as a result of his asbestos-related disease.

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

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 as a result of exposure to asbestos, and that all exposures to asbestos of an occupational level substantially contribute to the development of Mesothelioma. They may testify concerning asbestos, and that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. They may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma. They may also testify that Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. They may also testify that Plaintiff/Decedent incurred medical expenses as a result of his exposure to asbestos and his development of an asbestos-related disease. The doctors may testify concerning the reasonable and necessary medical expenses that Plaintiff/Decedent incurred, and may incur in the future, as a result of his asbestos-related disease. They may also testify that asbestos-containing products are unreasonably dangerous due to their propensity to cause development of asbestos-related diseases. Defense counsel are in possession

of numerous transcripts of the testimony within which the opinions concerning this subject have been fully explored.

These experts may testify based upon their review of Plaintiff/Decedent's medical records, x-rays, and bills for medical services and that such medical bills for medical services are reasonable and necessary. These experts may testify with regard to Plaintiff/Decedent's diagnosis of an asbestos-related disease, including Mesothelioma. These experts may testify that Plaintiff/Decedent required medical monitoring, treatment and/or hospitalization (and the reasonable medical expenses therefore) as a result of his exposure to asbestos, asbestos-related disease, asbestos-related cancer, the progression and/or recurrence of this cancer and general fear of cancer because of asbestos exposure.

Additionally, these experts will testify about asbestos and the diseases caused by asbestos generally. These experts will testify that smoking is addictive. These experts may testify that based on epidemiological studies, Plaintiff/Decedent's asbestos-related disease was caused by his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants. Additionally, these experts may testify that based on the medical and scientific literature available to Defendants, Defendants knew or should have known that asbestos-containing products could cause disease. These experts may testify as to their review of the medical and scientific literature regarding asbestos and asbestos-related diseases. These experts may testify regarding the availability of materials as substitutes for asbestos and when information concerning these substitute materials appeared in the medical and scientific literature. These experts may testify regarding exposure levels of asbestos, at what levels asbestos may cause disease, and as to when this was known in the medical and scientific literature. They may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease. These experts may also testify as to their review of the documents entered into evidence in this case or reviewed pertaining to Defendants, and as to their conclusions reached therefrom that Defendants were negligent, are strictly liable, and acted with wanton and willful disregard for the rights and safety of Plaintiff/Decedent. These experts may also testify as to the hazardous nature of asbestos and that asbestos-containing products are unreasonably dangerous. They may also testify that Defendants engaged in negligent and grossly negligent conduct in failing to recall their asbestos-containing products from the market or in failing to warn of the dangers of their products or the use of asbestos-containing products. Further, these experts may testify concerning the increased risk of cancer faced by asbestos-exposed workers and the epidemiological link between asbestos and cancer. More specifically, these experts may testify as to Plaintiff/Decedent's increased risk of developing an asbestos-related cancer as a result of his exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while working on Defendants' premises and/or while employed by Defendants and that Plaintiff/Decedent's fear of cancer is a reasonable fear. These experts may testify as to what caused and/or contributed to Plaintiff/Decedent's exposure to Defendants' asbestos-containing products, the use of asbestos-containing products on Defendants' equipment or machinery, and/or the use of asbestos-containing products while

working on Defendants' premises and/or while employed by Defendants. These experts may testify concerning fiber types of asbestos generally and that all types of asbestos fibers are capable of causing all asbestos-related diseases and all forms of asbestos-related cancers. These experts may testify regarding the asbestos content of different products and/or pieces of equipment during different periods of time. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These doctors may testify that warnings placed on containers of asbestos-containing products, and/or asbestos equipment, and/or in technical manuals, if any, may have been inadequate to properly inform users and persons exposed of the significant hazards of asbestos inhalation.

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

These doctors may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. These doctors will further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos diseases caused by Canadian chrysotile.

These doctors may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Sean Fitzgerald
Scientific Analytical Institute, Inc.
4604 Dundas Drive
Greensboro, NC 27407
(336) 292-3888

Sean Fitzgerald is a professional geologist and microscopist with 30 years of experience managing growing businesses and laboratories. Mr. Fitzgerald has been a remediation site inspector, legal expert analyst, regional manager, and lab director, as well as VP Marketing, VP Business Development, President, and his current position as director of research and legal services, of environmental firms across the USA. Mr. Fitzgerald has been an invited guest speaker at workshops and conferences focusing on asbestos minerals and products in addition to local, state, and federal regulatory meetings and reviews, and advises private and governmental entities on issues of asbestos and lead regulation, science, and process development. Mr. Fitzgerald has tested thousands of products over his career for asbestos content. He has been approved as an expert on

testing of asbestos-containing automotive products in federal court in Washington State, the exact testimony he will give in this case.

He is also expected to testify about mineralogical and geological issues related to various forms of asbestos, including but not limited to tremolite, actinolite, chrysotile, amosite, and anthophyllite forms of asbestos. He may testify about how to define asbestos and the historical discussion regarding how to define asbestos. He will testify about how to properly sample and test asbestos including without limitation the various testing methods and microscopy methods (now and historically) and their ability to detect asbestos.

Mr. Fitzgerald may testify regarding the asbestos content of Defendants' products as well as potential exposures to asbestos from the use of Defendants' products. He may testify that use of Defendants' products, including asbestos-containing automotive friction products, can lead to exposures to asbestos significantly above background levels. He may testify about his own testing and/or the testing performed by others. He may testify about the asbestos content of mines where Defendants obtained raw asbestos and the contamination of those mines with other forms of asbestos.

He may also testify regarding the opinions or basis of opinions of other witnesses or experts testifying in the case. The witness may testify based on hypotheticals propounded by counsel for either the plaintiff/decedent 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. Plaintiffs further refer to the reports, declarations and/or testimony that he has provided in prior cases and pending cases.

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 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, 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. 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. 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. 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.

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, 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, lung cancer, mesothelioma 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 other asbestos related diseases. These experts may testify regarding when it was known that bystander and household exposures were known to cause disease. These experts may also testify that Plaintiff/Decedent's diagnosis and symptoms were related to, and caused by, his/her exposure to asbestos and that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. They may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. These experts may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. They may also testify that asbestos products are toxic and unreasonably dangerous, and that they are more dangerous than would be contemplated by the ordinary user with ordinary skills and characteristics common to the community. They may also testify that there are no safe levels of exposure to asbestos dust in that there is no level of exposure to asbestos that has been proven too low to cause the disease mesothelioma. They may testify further that all types of asbestos represent occupational hazards and that in the science of industrial hygiene, all types of commercial asbestos and tremolite asbestos are understood to cause all asbestos diseases, including but not limited to, malignant mesothelioma. These experts may testify regarding their estimation of the Plaintiff/Decedent's dose of exposure to Defendants' products.

These experts may testify regarding the general background levels of asbestos release, bystander levels of exposure of the fiber release, and fiber release and contamination on clothing and other personal contamination. They may also testify regarding results of dust studies by analysis of using both particles per cubic foot and fibers per cubic centimeter, as well as current and past techniques used to analyze asbestos content in dust. They may testify that the levels of asbestos dust to which the Plaintiff/Decedent was exposed during his working career would have likely exceeded established TLVs and PELs in many instances. These experts may discuss the dangers of low-level exposure to asbestos and may testify that there is no safe level of exposure to asbestos.

These experts have examined studies of the amount of asbestos fibers released into the breathing zone during ordinary and foreseeable operations of asbestos products. They may testify that during foreseeable uses of Defendants' asbestos products that those products released asbestos fibers into the breathing zone of workers, including but not limited to, Plaintiff/Decedent, in levels that are above background. These asbestos products include, but are not limited to, dry powders that are mixed with water and sanded, pre-mixed pastes that are sanded, thermal insulation products that are cut, sawed and/or torn out, adhered gaskets that are removed in whole or in part by brushing

or sanding, removal of dry packing, boards or flat sheets or tiles or siding that are cut or scored or abraded, brake linings that are ground, filed or sanded and/or blown out of drums with supplied air, and products scrap that is swept or blown or vacuumed or ripped out. They may testify that impregnated and/or encapsulated products, when disturbed or abraded, can release asbestos fibers into the breathing zone of workers, like Plaintiff/Decedent, in levels that are above background. They may compare and contrast the findings with other scientific findings. They may offer opinions concerning testing which has been performed on behalf of Defendants or the lack of testing on Defendants' products. They may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma.

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

It is anticipated, that these experts will testify that asbestos exposure of the Plaintiff/Decedent arising from Defendants' asbestos products or activities involving the use of asbestos or asbestos products were substantial contributing factors in Plaintiff/Decedent's overall asbestos exposure and were the result of Defendant's failure to exercise appropriate industrial hygiene controls for suppressing or reducing exposures to asbestos, including but not limited to adequately warning Plaintiff/Decedent of the dangers associated with asbestos and means to protect himself. They will testify that these failures by Defendants were knowing and/or unreasonable in the time and place in which they occurred given the information that was available to Defendants, medical and scientific literature, statutes, regulations and/or based on the Defendant's actual knowledge. These experts' opinions may be based upon their review of any and all records and materials, published and or expressed opinions of other experts in the field, corporate documents, as well as their expertise in the field, including experience and training, and their review of historical and more recent scientific articles and journals as well as government regulations.

These doctors may testify that medical articles and journals indicated in the 1920s that asbestos could be hazardous and deadly, and in the 1930s and 1940s indicated that asbestos could cause cancer, and that it was known or knowable that asbestos was a hazardous and dangerous substance in those time frames. They may testify regarding the development of knowledge in the medical and scientific community regarding asbestos and asbestos diseases.

These experts may testify that pure chrysotile asbestos, in the absence of tremolite, represents an industrial hygiene hazard for all asbestos-related diseases that need to be controlled. These doctors may further testify that, in their opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide's calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

These experts may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

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 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. 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. 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. 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. 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.

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

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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 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/Decedent's asbestos exposures. He may testify whether Plaintiff/Decedent's 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, if any, from these exposures. Dr. Brodtkin may also testify whether specific identified exposures substantially contributed to Plaintiff/Decedent's mesothelioma 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. 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 lung cancer or mesothelioma 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. 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. 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. Dr. Brodtkin may testify that Chrysotile asbestos is potent in causing mesothelioma. Dr. Brodtkin may also testify that there is no known safe level of exposure to asbestos in terms of causation of mesothelioma and other asbestos-related cancers.

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Dr. Brody may testify as to the physiological design and function of the lungs, the effect of asbestos on the lungs and other parts of the body, and on the body's defense mechanisms. He may also testify about the irreversible effects of asbestos-related diseases and the prognosis for an asbestos-exposed individual. He may also testify concerning the scientific and medical literature on the biological and toxicological effects of asbestos written by him and others. He may testify regarding historical literature relating to asbestos related diseases, and when it was known and accepted in the medical and scientific community that asbestos could cause various diseases. He may also testify about the body's biologic responses to brief exposures to asbestos, the pathogenic effects produced by various asbestos fiber types, including chrysotile, and mechanisms of asbestos-induced diseases including fibrosis and carcinogenesis. He may further testify concerning asbestos deposition and migration in and through the lungs and body. He will discuss all types of cancer risks from asbestos exposure, including mesothelioma. He will define what "injury" means and that asbestos-related diseases are injuries. Dr. Brody may further testify as to facts and circumstances regarding the nature of the injuries and damages that are the subject of this action. Dr. Brody may testify that all exposures to asbestos of an occupational level substantially contribute to the development of mesothelioma. He may testify that the effects of exposure to asbestos at occupational levels are cumulative in nature. Occupational levels of asbestos exposure to asbestos are typically many times (tens to hundreds or a thousand fold and greater) above background levels experienced by those with no exposure to asbestos at occupational levels. Dr. Brody may also testify that individuals can be exposed to asbestos outside of the workplace or in a bystander fashion, but still experience exposure at levels one would expect to see occupationally or directly. These exposures contribute to the development of asbestos diseases and particularly mesothelioma. Dr. Brody will testify that products which release asbestos fibers are unreasonably dangerous and that fibers will remain in the lungs until death. Dr. Brody may testify from hypothetical sets of facts and may give opinions regarding whether certain types of exposures would have substantially contributed to cause asbestos related disease, including mesothelioma. Dr. Brody may discuss the dangers of low-level exposure to asbestos and may testify that there is

no safe level of exposure to asbestos. He may also testify regarding “bystander” and “household exposures” to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. He may testify regarding when it was known that bystander and household exposures were known to cause disease. He will testify that smoking is addictive. Dr. Brody’s testimony is based on his review and knowledge of medical literature, his education and work experience, his research, and the research of others.

Dr. Brody may also testify that it has been known for decades that asbestos can cause asbestos related diseases, including mesothelioma.

Dr. Brody’s opinions will be based upon his expertise in the field, including experience and training, and his review of historical and more recent medical and scientific articles and journals.

Dr. Brody may testify that pure chrysotile asbestos, in the absence of tremolite, causes mesothelioma. Dr. Brody may further testify that, in his opinion, chrysotile asbestos mined in the vicinity of Coalinga, California, including in Union Carbide’s calidria mines, causes all of the asbestos disease caused by Canadian chrysotile.

Dr. Brody may testify that chrysotile in asbestos-containing products is contaminated with tremolite asbestos.

Dr. Brody will utilize teaching slides during his testimony. These slides have been produced to defendants in asbestos cases on numerous occasions. Additional copies can be made available upon reasonable request.

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. 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. 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, 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. 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. He may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. He may testify regarding when it was known that bystander and household exposures were known to cause disease. 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.

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. 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
19481 Jasper Hill Road
Trabuco Canyon, CA 92679
949-858-8212

Mr. Ay is a former asbestos worker/insulator who worked in that trade at various locations including shipyards, power plants, refineries and commercial construction sites.

He is certified by the United States Environmental Protection Agency to detect asbestos in place and on the proper removal methods of such asbestos. His certification and training includes methods of industrial hygiene, detection and identification of asbestos and non-asbestos materials, and on the risks posed by asbestos.

He received training from the U.S. Navy on methods of asbestos detection and removal onboard ships and in shore side facilities. For a further description of his qualifications, please see the court transcriptions in the cases in which Mr. Ay has testified. Mr. Ay may testify as to plaintiff's circumstance, opportunity for exposure and generally to practices, procedures, the types of ships, the types of asbestos products used in shipyards, onboard ships, in marine construction and industrial industries, including, but not limited to, refineries and commercial building sites, if applicable. Due to his extensive knowledge, background, and experience, Mr. Ay may offer opinions relating plaintiff's exposure to asbestos material in settings other than those mentioned previously including, but not limited to, railroad, friction/automotive, construction, electronic, aerospace, and military work settings if applicable. He may testify as to the manner in which asbestos-containing products were used, the tendencies of asbestos-containing products to release dust into the atmosphere, and the manner of proper removal recognition and disposal. 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. 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. He may also testify regarding "bystander" and "household exposures" to asbestos and that these types of exposures are known to contribute to cause mesothelioma and other asbestos related diseases. 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. 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
Tyler, TX 75701
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 is a signal tumor for asbestos as its cause, and that virtually all diffuse malignant mesotheliomas 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 preformed 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. He will testify that malignant mesothelioma 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 mesotheliomas. He will testify that malignant mesothelioma 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, 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 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 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 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 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. 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. He may also testify that exposures to products containing talc were substantial contributing factors in causing Plaintiff/Decedent's mesothelioma, 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 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.
Mt. Sianai School of Medicine
One Gustave L. Levy Place
Atran Building 6th Floor, Room 622
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 is a signal tumor for asbestos as its cause, and that virtually all diffuse malignant mesothelioma in adult men in the U.S. are caused by asbestos. He will testify that Plaintiff's mesothelioma (and other asbestos-related conditions) was caused by his asbestos exposures and by no other cause. He will testify that malignant mesothelioma 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 mesotheliomas. He will testify that malignant mesothelioma 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, 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 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 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 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 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. 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 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, lung cancer by the 1940's, and diffuse malignant mesothelioma 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
3945 Lakefield Court
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 as 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. 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.

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. 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 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^[1]_{SEP}
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'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 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.

Robert W. Johnson
Robert W. Johnson & Associates
4984 El Comino Real, Ste. 120
Los Altos, CA 94022

Robert Johnson 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 reaerosolization 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 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. 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. 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. 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.

Corporate Witnesses and Other Witnesses: The following witnesses may offer expert as well as factual testimony.

Robert Marecek (Librarian & Custodian of Records for the N.S.C.)
National Safety Council Office
1121 Spring Lake Drive
Itasca, IL 60143-3201
630-285-1121

Mr. Marecek will testify live or by deposition regarding the storage retention, authenticity and business records and/or ancient nature of National Safety Council (NSC) documents as well as different companies who were members of the National Safety Council. He may also testify regarding the distribution of NSC documents to members of the NSC. Copies of Mr. Marecek's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see, for example, his deposition in *Anderson v. Amoco, et al*, cause number 00-10-06613, February 7th, 2003, In the 9th Judicial District, Montgomery County, Texas.

Sally J. Wilke (Custodian of IHF documents)
Industrial Hygiene Foundation
34 Penn Circle West
Pittsburgh, PA 15206

Ms. Wilke will testify live or by deposition regarding the storage, retention, authenticity and business records and/or ancient nature of Industrial Hygiene Foundation (FKA Air Hygiene Foundation, NKA Industrial Health Foundation, collectively referred to here as IHF) documents as well as different companies who were members of the IHF. She may also testify regarding the distribution of IHF documents to members of the IHF. Copies of Ms. Wilke's prior deposition testimony in Plaintiff's possession will be made available for inspection upon request. Please see her depo in *King v. Allied Signal, et al*, cause number 2424C-03, January 8th, 2000, in the Circuit Court for the City of Newport News, Virginia.

The following are **American Standard Inc.** persons with knowledge of relevant facts, who may be called to testify by prior deposition at trial, some of whom will offer expert testimony. Many of the witnesses are unavailable for trial, but the most recent contact information would be within the care, custody or control of American Standard. They may be contacted by and through the attorney of record who represented them at the deposition:

- Cause No. 764451-5 & 752292-1; *Annie Ziemer, et al. v. Owens-Corning, et al.*; In the Superior Court of the State of California in and for the County of Alameda. Deposition of Deborah Bedard, September 11, 1996.
- Multiple Cause Nos.; In the Circuit Court, 3rd Judicial Circuit, Madison County, Illinois; Deposition of Carlos Diaz, July 14, 2003.
- Cause No. BC 332841; *Jim Henry, et al. vs. Alfa Laval, Inc., et al.*; Superior Court of the State of California County of Los Angeles; Deposition of Carlos Diaz, November 14, 2005.
- Cause No. 2005-11196; *Paul Sykes and Bonnie Sykes vs. American Standard, Inc. et al.*; In the District Court, Harris County, Texas, 11th Judicial District. Deposition of Dennis Dorman, December 21, 2005.
- Cause No. 403450; *Barbra Kuhl vs. A.P. Green Industries*; Superior Court of San Francisco; Deposition of Marilyn A. Gargano, June 2, 2003.

- Cause No. 938709; *Florence Wienhols, et al. vs. Abco Corporation, et al.*; Superior Court of the State of California in and for the County of San Francisco; Deposition of George Kasparian, March 1, 1995.
- Cause No. 938709; *Florence Wienhols, et al. vs. Abco Corporation, et al.*; Superior Court of the State of California in and for the County of San Francisco; Deposition of George Kasparian, March 2, 1995.
- Multiple Cause Nos.; Superior Court of New Jersey Law Division, Middlesex County; Deposition of George Kasparian, July 9, 1996.
- Multiple Cause Nos.; Superior Court of New Jersey Law Division, Middlesex County; Deposition of George Kasparian, July 10, 1996.
- Cause No. L-2159-90; *Edward & Helen Coffey vs. American Standard, et al.*; Superior Court of New Jersey Law Division, Middlesex County; Deposition of David Hurley, February 5, 1992.
- Cause Nos. 764451-5 *Annie Ziemer, et al. v. Owens Corning, et al.* & Cause No. 752292-1 *Annette Douglas Boynton vs. American Standard, et al.*; In the Superior Court of the State of California in and for the County of Alameda; Deposition of Colleen A. Koester, May 6, 1997.
- Cause No. CV33246-A; *Robert & Loy Wheeler vs. AC and S, Inc. et al.*; In the District Court of Hopkins County, Texas, 62nd Judicial; Deposition of Mary Jane Mahoney, September 7, 2001.
- Cause No. 991114; *Danny Harris, et al. vs. Asbestos Defendants (BHC)*; In the Superior Court of the State of California in and for the County of San Francisco; Deposition of Mary Jane Mahoney, May 27, 1999.
- Cause No. CC-99-08033-13; *Malcolm Murphy, et al. vs. Owens Corning, et al.*; In the County Court at Law #2, Dallas County, Texas; Deposition of Mary Jane Mahoney, May 16, 2001.
- Multiple Cause Nos.; In the Circuit Court 3rd Judicial Circuit, Madison County, Illinois; Deposition of Mary Jane Mahoney, August 27, 2003.
- Multiple Cause Nos.; In the District Court of Orange County, Texas, 128th Judicial District; Deposition of Jane Mahoney, September 13, 1994.
- Cause No. 01-CI- 01344; *James Rehm, et al. vs. Navistar International Corporation, et al.*; Commonwealth of Kentucky, Jefferson Circuit Court, Division Ten; Deposition of Janace McMonigal, July 31, 2001.

- Cause No. 084-004436; All Wise & Julian Asbestos Litigation Pending in Madison County, *Illinois vs. American Standard, Inc., et al.*; In the Circuit Court of the 3rd Judicial Circuit, Madison County, Illinois; Deposition of Conrad Arnold, April 9, 2003.
- Cause No. W-026197-87; *Frank Leogrande vs. Renee Corporation, et al.* & Cause No. L-042890-86; *James Loretto vs. Passaic Metal, et al.*; Superior Court of New Jersey Law Division, Middlesex County; Deposition of Vincent Olafsen, April 27, 1989.
- Deposition of John B. Uhl, October 31, 2001.
- Deposition of Janace McMonigal, August 21, 2003.
- Multiple Cause Nos.; In the Circuit Court of the 3rd Judicial Circuit, Madison County, Illinois; Deposition of Alan Greenhagen, June 24, 2003.
- Cause No. BC-332-170; *Michael & Marianne Robertson vs. Alfa Laval, Inc., et al.*; Superior Court of the State of California for the County of Los Angeles; Deposition of Dennis Dorman, May 8, 2006.
- Cause No. BC-332-560; *Tamara Kapraun, et al. vs. Crane Co., Inc. et al.*; Superior Court of the State of California County of Los Angeles; Deposition of Carlos Diaz, September 18, 2006.
- Case No. 06-1599; *Hebert, et al. v. Alfa Laval, Inc., et al.*; In Middlesex Superior Court, Cambridge, Massachusetts. Deposition of Dennis Dorman, October 18, 2007.
- Case No. 06-4644; *Wands, et al. v. Trane U.S. Inc., et al.*; Middlesex Superior Court, Cambridge, Massachusetts. Deposition of Dennis Dorman, September 3, 2009.
- Case No. 06-4644; *Wands, et al. v. Trane U.S. Inc., et al.*; Middlesex Superior Court, Cambridge, Massachusetts. Deposition of Carlos Diaz, October 19, 2009.

David Onuscheck

Brian Rusch

c/o ABB, Inc.

The above witnesses will testify live or by video deposition regarding their experience with ABB, Inc. (and any predecessor or successor), ABB Inc.'s (and any predecessor or successor) knowledge and conduct, and ABB, Inc.'s (and any predecessor or successor) products.

Bradley Plank

c/o A.O. Smith Corporation

The above witnesses will testify live or by video deposition regarding their experience with A.O. Smith Corporation (and any predecessor or successor), A.O. Smith Corporation's (and any

predecessor or successor) knowledge and conduct, and A.O. Smith Corporation's (and any predecessor or successor) products.

Thomas Grubka
c/o Armstrong Industries, Inc.

Mr. Grubka, corporate representative and person most knowledgeable of Armstrong Industries, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Armstrong Industries, Inc. (and any predecessor or successors), Armstrong Industries, Inc.'s (and any predecessor or successors) knowledge and conduct, and Armstrong Industries, Inc.'s (and any predecessor or successors) products.

Jimmy L. Franklin
c/o Aurora Pump Company

Mr. Franklin will testify regarding his experience with Aurora Pump Company and Aurora Pump Company equipment and/or products. Please see his deposition taken May 2005 in *All May 2005 In Extremis Cases against Aurora Pump, et al*, in the Supreme Court of New York County, New York; and January 16, 2006 in *Paul Palmer, et al vs. Georgia-Pacific Corporation, et al*, No. 61900, Div. D, in the 18th Judicial District Court, Iberville County, Louisiana. Plaintiffs refer to and may use at trial other subsequent depositions of Mr. Franklin and/or other representatives of Aurora Pump Company.

Louis Merz
c/o Borg Warner Corporation

Mr. Merz, corporate representative of Borg Warner Corporation, will testify live or by deposition regarding various matters related to Borg Warner's knowledge of the hazards of asbestos, Borg Warner's actions in response to the hazards of asbestos, the asbestos content and other aspects of various Borg Warner friction products, the corporate history and financial condition of Borg Warner and any other matters relevant to this litigation.

Robert Hornick
c/o Borg Warner Corporation

Mr. Hornick, corporate representative of Borg Warner Corporation, will testify live or by deposition regarding various matters related to Borg Warner's knowledge of the hazards of asbestos, Borg Warner's actions in response to the hazards of asbestos, the asbestos content and other aspects of various Borg Warner friction products, the corporate history and financial condition of Borg Warner and any other matters relevant to this litigation.

Richard Anderson
c/o Borg Warner Corporation (Borg-Warner Morse Tec)

Mr. Anderson, corporate representative of Borg Warner Corporation, will testify live or by deposition regarding various matters related to Borg Warner's knowledge of the hazards of

asbestos, Borg Warner's actions in response to the hazards of asbestos, the asbestos content and other aspects of various Borg Warner friction products, the corporate history and financial condition of Borg Warner and any other matters relevant to this litigation.

Martin Kraft

C/O: Buffalo Pumps Inc.

Mr. Kraft, corporate representative and person most knowledgeable of Buffalo Pumps (and any predecessor or successors) will testify live or by video deposition regarding his experience with Buffalo Pumps (and any predecessor or successors), Buffalo Pumps (and any predecessor or successors) knowledge and conduct, and Buffalo Pumps (and any predecessor or successors) products.

Martin Gregory Leslie

C/O Buffalo Pumps Inc.

Mr. Leslie, corporate representative and person most knowledgeable of Buffalo Pumps (and any predecessor or successors) will testify live or by video deposition regarding his experience with Buffalo Pumps (and any predecessor or successors), Buffalo Pumps (and any predecessor or successors) knowledge and conduct, and Buffalo Pumps (and any predecessor or successors) products.

Roderick G. Stohl

c/o Burnham Corporation

Mr. Stohl is a person with knowledge of relevant facts, who may appear by prior written deposition at any all trials against Burnham Corporation.

Frank J. Costanzo

C/O: BW/IP International, Inc. and Flowserve U.S., Inc.

Mr. Costanzo, corporate representative and person most knowledgeable of BW/IP International, Inc. and Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company) will testify live or by video deposition regarding his experience with BW/IP International Inc., Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company), BW/IP International Inc., Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company's) knowledge and conduct, and BW/IP International Inc., Flowserve U.S., Inc. (and any predecessor or successors, including but not limited to Byron Jackson Pump Company's) products.

Dwayne Meyer

c/o Carboline Company

The above witnesses will testify live or by video deposition regarding his experience with Carboline Company (and any predecessor or successor), Carboline Company's (and any

predecessor or successor) knowledge and conduct, and Carboline Company's (and any predecessor or successor) products.

Douglas Ware
c/o CBS Corporation

Mr. Ware, corporate representative and/or person most knowledgeable of CBS Corp. (and any predecessor or successors) will testify live or by video deposition regarding his experience with CBS Corp. (and any predecessor or successors), CBS Corp. (and any predecessor or successors) knowledge and conduct, and CBS Corp. (and any predecessor or successors) products.

Brian Rusch
c/o ABB, Inc.

The above witnesses will testify live or by video deposition regarding their experience with ABB, Inc. (and any predecessor or successor), ABB Inc.'s (and any predecessor or successor) knowledge and conduct, and ABB, Inc.'s (and any predecessor or successor) products.

Mark Post
c/o Carver Pump Company

The above witness will testify live or by video deposition regarding his experience with Carver Pumps Company (and any predecessor or successor), Carver Pump Company's (and any predecessor or successor) knowledge and conduct, and Carver Pumps Company's (and any predecessor or successor) products.

Arthur Long
c/o Circor Instrumentation Technologies, Inc.

The above witness will testify live or by video deposition regarding his experience with Circor Instrumentation Technologies, Inc. (and any predecessor or successor), Circor Instrumentation Technologies, Inc. (and any predecessor or successor) knowledge and conduct, and Circor Instrumentation Technologies Inc.'s (and any predecessor or successor) products.

James Covil
Palmer Covil
Joe Edwards
Charles Finger
Robert Glenn
Jack Vaughn
c/o Covil Corporation

The above witnesses will testify live or by video deposition regarding their experience with Covil Corporation (and any predecessor or successor), Covil Corporation's (and any predecessor or

successor) knowledge and conduct, and Covil Corporation's (and any predecessor or successor) products.

Anthony Pantaleoni
c/o Crane Co.

Mr. Pantaleoni, corporate representative of Crane Co., will testify live or by video deposition regarding his experience with Crane Co., Crane Co. knowledge and conduct, and Crane Co. products.

Robert J. Martin
C/O Crosby Valve, Inc.

Mr. Martin, corporate representative and person most knowledgeable of Crosby Valve, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Crosby Valve, Inc. (and any predecessor or successors), Crosby Valve, Inc.'s (and any predecessor or successors) knowledge and conduct, and Crosby Valve, Inc.'s (and any predecessor or successors) products.

Gerald Beaumont
Theodarit Don Buck
Jacob Cantrell
Bob Ellis
c/o Daniel International

The above witnesses will testify live or by video deposition regarding their experience with Daniel International (and any predecessor or successor), Daniel International's (and any predecessor or successor) knowledge and conduct, and Daniel International's (and any predecessor or successor) products.

Ronald Duimstra
c/o Fisher Controls International, LLC

The above witness will testify live or by video deposition regarding his experience with Fisher Controls International, LLC (and any predecessor or successor), Fisher Controls International, LLC's (and any predecessor or successor) knowledge and conduct, and Fisher Control International, LLC's (and any predecessor or successor) products.

Thomas Spence
C/O: Flowserve, individually and as successor to Duriron Co. and Durco International, Inc.

Mr. Spence, person most knowledgeable of Flowserve (and any predecessor or successors) will testify live or by video deposition regarding his experience with Flowserve (and any predecessor or successors), Flowserve's (and any predecessor or successors) knowledge and conduct, and Flowserve's (and any predecessor or successors) products.

Richard Johnson
c/o Foster Wheeler Energy Corporation

Mr. Johnson, corporate representative and person most knowledgeable of Foster Wheeler Energy Corporation (and any predecessor or successors) will testify live or by trial testimony and/or video deposition regarding his experience with Foster Wheeler Energy Corporation (and any predecessor or successors), Foster Wheeler Energy Corporation's (and any predecessor or successors) knowledge and conduct, and Foster Wheeler Energy Corporation's (and any predecessor or successors) products.

C/O: Gardner Denver, Inc.

Mr. Finnamore, corporate representative and person most knowledgeable of Gardner Denver, Inc. (and any predecessor or successors) will testify live or by trial testimony and/or video deposition regarding his experience with Gardner Denver, Inc. (and any predecessor or successors), Gardner Denver, Inc.'s (and any predecessor or successors) knowledge and conduct, and Gardner Denver, Inc.'s (and any predecessor or successors) products.

David Nash, Jr.

C/O: Gardner Denver Nash, LLC f/k/a The Nash Engineering Company

Mr. Nash, corporate representative and person most knowledgeable of Gardner Denver Nash, LLC f/k/a The Nash Engineering Company (and any predecessor or successors) will testify live or by trial testimony and/or deposition regarding his experience with Gardner Denver Nash, LLC f/k/a The Nash Engineering Company (and any predecessor or successors), Gardner Denver Nash, LLC f/k/a The Nash Engineering Company's (and any predecessor or successors) knowledge and conduct, and Gardner Denver Nash, LLC f/k/a The Nash Engineering Company's (and any predecessor or successors) products.

Marjorie A. Drucker
c/o General Electric Company

Ms. Drucker, corporate representative and person most knowledgeable of General Electric Company will testify live or by video deposition regarding her experience with General Electric Company, General Electric Company's knowledge and conduct, and General Electric Company's products. Please see her deposition in *Gary W. Lenz, et al v. Allis Chalmers Corporation Product Liability Trust, et al*, Case No. 2007-CP-40-5106, dated April 1, 2008, in the State of South Carolina Court of Common Pleas.

The following are **General Electric Company** persons with knowledge of relevant facts, who will appear by prior written deposition at any all trials against General Electric Company, some of whom will offer expert testimony and some of whom will offer factual testimony. Most of the transcripts were provided by General Electric Company counsel of record as witness statements, party opponent admissions or admissions against interest. Many of the witnesses are unavailable for trial, but the most recent contact information would be within the care, custody or control of

General Electric Company. They may be contacted by and through the attorney of record who represented them at the deposition:

- Paul Banaszewski, depositions taken July 22, 2003 in *Cotton, et al v. A.P. Green Refractories Company, et al*, No. B-150, 374-AK, In the 60th District Court, Jefferson County, Texas; July 24, 2008 in *McBride, et al v. A.W. Chesterton Company, et al*, No. 07-002192, in the 14th Judicial Circuit Court, Bay County, Florida; December 11, 2003 in *Branon, et al v. Owens-Corning Fiberglas Corp., et al*, No. 98-CI-00637, Division Two, McCracken Circuit Court, Commonwealth of Kentucky; June 23, 2004 in *Brown, et al v. ACandS, Inc., et al*, No. CJ-2001-10009-63, in the District Court of Oklahoma County, Oklahoma; January 9, 2004 (Vol. I) and February 11, 2004 (Vol. II) in *Ross, et al v. A.W. Chesterton, et al*, No. CTC 03-421637, Superior Court, San Francisco County, California; February 24, 2006 (Vol. I) and March 1, 2006 (Vol. II) in *French, et al v. Saberhagen Holdings, Inc., et al.*, No. 05-2-09268-8 SEA, Superior Court, King County, Washington; June 3, 2005 in *Zygielbaum, et al v. Asbestos Corporation Limited, et al*, No. RG04152563, In the Superior Court, Alameda County, California; April 13, 2006 in *Samuel Stacey v. American Standard, Inc., et al*, No. LT-00835, in the Circuit Court, Richmond County, Virginia; and May 20, 2009 in *Gaia v. Allis Chalmers, et al*, No. 373142, Los Angeles Superior Court, in *Lynda Berry v. ANCO Insulations, Inc., et al.*, Case No. 15-24441, Fourth Judicial District, Ouachita Parish, Louisiana, on February 24, 2016.
- Joseph A. Falcon, deposition taken May 29, 1998 in *Shirley Hodge, et al v. Pittsburgh Corning Corporation, et al*, No. 94-08602, in the 98th Judicial District, Travis County, Texas.
- Andrew Forti, deposition taken October 9, 1991 in *Clarence Berkhimer, et al v. A-Best Products Company, et al*, No. 1991 of 1866, in the Court of Common Pleas, Cambria County, Pennsylvania.
- Frank Sam Frangione, deposition taken December 10, 2003.
- Robert Galvin, deposition taken February 6, 2003 in *Nolan, et al v. John Crane, et al*, No. 01-L-117, in the Fifth Judicial Circuit Court, Vermilion County, Illinois.
- David Hobson, deposition taken November 11, 2001.
- David Hobson, deposition taken April 12, 2005 in *Gudmundson, et al v. John Crane, Inc., et al*, No. 03-L-538, in the Third Judicial Circuit, Madison County, Illinois.
- David Hobson, deposition taken May 20, 2004 (Part I) and July 21, 2004 (Part II) in *In Re: New York City Asbestos Litigation*, in the Supreme Court, New York County, New York.
- David Hobson, deposition taken October 28, 1992.
- David Hobson, deposition taken December 17, 2001 in *Adams, et al v. AC&S, et al*, No. BA3-01-0380418S, in the Judicial District of Fairfield at Bridgeport.

- David Hobson, deposition taken March 25, 2002 in *Totman, et al v. ACandS, Inc., et al*, No. 00-5296, in the Superior Court, Providence, Rhode Island.
- David Hobson, trial testimony taken June 2, 2005 in *Jane Gudmundson, et al v. General Electric, et al*, No. 03-L-538, in the Third Judicial District, Madison County, Illinois.
- David Hobson, deposition taken April 27, 1999 in *Rudolph, et al v. Georgia Pacific Corporation, et al*, No. E-62295, in the Superior Court, Fulton County, Georgia.
- David Hobson, deposition taken June 30, 2005 in *Jean Grove, et al v. Dresser Industries, Inc., et al*, No. D030286-C, in the District Court, Orange County, Texas.
- Kurt Krueker, deposition taken February 6, 2003.
- Walter Martiny, deposition taken February 13, 2007.
- Walter Martiny, deposition taken March 18, 2004 in *In Re: Asbestos Personal Injury Litigation Mass Litigation Panel*, No. 03-C-9600, in the Circuit Court, Kanawha County, West Virginia.
- Bruce Mitchell, deposition taken October 9, 2003 in *In re: Asbestos Litigation*, No. C0048AB200000002, in the Court of Common Pleas, Northampton County, Pennsylvania.
- Michael Schwartz, trial testimony taken June 23, 2005.
- Mark Strife, deposition taken August 29, 2002.
- Ron Query, deposition taken May 25, 2005 in *Zygielbaum v. Asbestos Corporation Ltd.*, Superior Court of California, Alameda County.
- Paul Banaszewski, deposition taken June 3, 2005 in *Zygielbaum v. Asbestos Corporation Ltd.*, Superior Court of California, Alameda County.
- Paul Banaszewski, deposition taken March 1, 2006 in *Dale v. Saberhagen Holdings, et al.*, Superior Court of Washington, King County.
- David Skinner, deposition taken November 17, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey. Deposition taken December 8, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey.
- Tom Tarka, deposition taken December 10, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey.

- Roland Doktor, Deposition taken November 20, 2015 in *Ronald Eugene Conda and Jenella Joyce Conda v. Gagnon, Inc., et al*, No.62cv154651, in the District Court 2nd Judicial District, State of Minnesota, County of Ramsey.

E. Barry Bradshaw
c/o Goulds Pumps Inc.

Mr. Bradshaw, corporate representative and person most knowledgeable of Goulds Pumps (IPG) Inc, Goulds Pumps (NY), Inc. and Goulds Pumps, Inc. (Goulds) will testify live or by video deposition regarding his experience with Goulds, Goulds knowledge and conduct, and Goulds products.

Bruce H. Conner
c/o Goulds Pumps Inc.

Mr. Conner, corporate representative and person most knowledgeable of Goulds Pumps, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Goulds Pumps, Inc. (and any predecessor or successors), Goulds Pumps, Inc.'s (and any predecessor or successors) knowledge and conduct, and Goulds Pumps, Inc.'s (and any predecessor or successors) products.

Richard Salzmann
c/o IMO Industries, Inc

Mr. Salzmann, corporate representative and person most knowledgeable of IMO Industries, Inc, (FKA De Laval Steam Turbine Company) will testify live or by video deposition regarding his experience with IMO (De Laval), IMO (De Laval) knowledge and conduct, and IMO and De Laval. products.

Gerald Swimmer
c/o Ingersoll-Rand Company

Mr. Swimmer, corporate representative and person most knowledgeable of Ingersoll-Rand Company (and any predecessor or successors) will testify live or by video deposition regarding his experience with Ingersoll-Rand Company (and any predecessor or successors), Ingersoll-Rand Company's (and any predecessor or successors) knowledge and conduct, and Ingersoll-Rand Company's (and any predecessor or successors) products.

Patrick Moyer
c/o ITT Industries, Inc. (sued individually and as successor-in-interest to Bell & Gossett)

Mr. Moyer, corporate representative and person most knowledgeable of ITT Industries, Inc. (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors) will testify live or by video deposition regarding his experience with ITT Industries, Inc. (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors),

ITT Industries, Inc.'s (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors) knowledge and conduct, and ITT Industries, Inc.'s (sued individually and as successor-in-interest to Bell & Gossett) (and any predecessor or successors) products.

George Reulet
c/o Marley Cooling Towers (SPX)

Mr. Reulet, corporate representative of SPX Cooling Technologies, Inc. will testify live or by video deposition regarding his experience with SPX, SPX's knowledge and conduct, and SPX products.

J. Michael Smith
c/o Riley Power, Inc.
f/k/a Riley Stoker Corporation and D.B. Riley, Inc.

Mr. Smith, corporate representative and person most knowledgeable of Riley Power, Inc. (and any predecessor or successors) will testify live or by video deposition regarding his experience with Riley Power, Inc. (and any predecessor or successors), Riley Power, Inc.'s (and any predecessor or successors) knowledge and conduct, and Riley Power, Inc.'s (and any predecessor or successors) products.

Peter J. Novak
C/O: Viad Corporation f/k/a The Dial Corporation (sued individually and as successor-in-interest to Griscom-Russell Company)

Mr. Novak, corporate representative and person most knowledgeable of Viad Corporation (and any predecessor or successors), will testify live or by video deposition regarding his experience with Viad Corporation (and any predecessor or successors), Viad Corporation's (and any predecessor or successors) knowledge and conduct, and Viad Corporation's (and any predecessor or successors) products and/or equipment.

Henry Rentschler
C/O: Viad Corporation f/k/a The Dial Corporation (sued individually and as successor-in-interest to Griscom-Russell Company)

Mr. Rentschler, corporate representative and person most knowledgeable of Viad Corporation (and any predecessor or successors), will testify live or by video deposition regarding his experience with Viad Corporation (and any predecessor or successors), Viad Corporation's (and any predecessor or successors) knowledge and conduct, and Viad Corporation's (and any predecessor or successors) products and/or equipment.

John Petersen
c/o Viking Pump, Inc.

Mr. Petersen, corporate representative and person most knowledgeable of Viking Pump, Inc. (and any predecessor or successors), will testify live or by video deposition regarding his experience with Viking Pump, Inc. (and any predecessor or successors), Viking Pump, Inc.'s (and any predecessor or successors) knowledge and conduct, and Viking Pump, Inc.'s (and any predecessor or successors) products.

Samuel N. Shields

C/O: Weir Valves & Controls

Mr. Shields, corporate representative and person most knowledgeable of Weir Valves & Controls (and any predecessor or successors) will testify live or by video deposition regarding his experience with Weir Valves & Controls (and any predecessor or successors), Weir Valves & Controls' (and any predecessor or successors) knowledge and conduct, and Weir Valves & Controls' (and any predecessor or successors) products.

Plaintiff also identifies the corporate representatives, persons most knowledgeable, custodians of records and managers of all defendants, including those not identified above such as the representatives of Aecom Energy & Construction, Inc., Anchor Darling Valve Company, Bahnson, inc., Carrier, Eaton Corporation, Gorman-Rupp, Great Barrier Insulation, Co., Grinnell, Henry Pratt Company, Howden North America, Inc., I&M Industrial, Occidental Chemical Corporation, Schneider Electric USA, Inc., The Sherwin Williams Company, Southern Insulation, Spirax Sarco, Starr Davis, Sterling Fluid, Trane, United Conveyor, Uniroyal, United States Fidelity and Guaranty Company, Unitherm, Velan Valve, York International, Yuba Heat, Zurich, and Zurn Industries. 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 that 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:

Plaintiff objects that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, please see Plaintiff's response to Interrogatory No. 2 above for responsive information. Further evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. Plaintiff will provide counsel with page and line designations for all depositions Plaintiff plans to read or play at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff further reserves the right to supplement or amend this answer should responsive information come to light.

INTERROGATORY NO. 4:

Identify all documents of which Plaintiff has 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, Plaintiff/Decedent Gary Moss reserves the right to supplement this response if necessary.

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:

Plaintiff objects that this interrogatory requires the Plaintiff to marshal the entirety of his evidence and such is not required pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff also states that he is not aware of every potential witness and as such cannot speculate. Subject to and without waiving these objections, please see Plaintiff's Answer to Standard Interrogatory No. 2 above, and any Supplemental Answers to this interrogatory. Additionally, Plaintiff responds as follows:

Gary Moss (Decedent)

Mr. Moss gave a deposition on April 6, 2010. Plaintiff will provide such deposition

Norma D. Bowlin (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 disease, pleural mesothelioma. 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 mesothelioma. 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.

Jennifer Carlson (daughter)

Jennifer Carlson, daughter of Plaintiff/Decedent Gary Moss, 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 her father's heightened fear of the progression of his asbestos-related mesothelioma), 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 she 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.

Joshua Jay Moss (son)

Joshua Jay Moss, son of Plaintiff/Decedent Gary Moss, 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 her father's heightened fear of the progression of his asbestos-related mesothelioma), 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 she 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.

Dr. Leonard James Wudel, Jr., Cardiothoracic surgeon

Wake Forest Baptist Health
Medical Center Blvd.
4th Floor Cancer Center
Winston Salem, NC 27157
(336) 716-9881

Dr. Sever Surdulescu, Pulmonologist
Lake Norman Medical & Professional Plaza
170 Medical Park Rd., Suite 103
Mooresville, NC 28117
(704) 660-4094

Dr. Trevor Michael Downing, Radiologist
Interventional Radiology Imaging
Wake Forest Baptist Medical Center
Reynolds Tower – Medical Center Blvd.

Winston-Salem, NC 27157
(336) 713-4747

Dr. Jeffrey Clary, PCP
Medical Affiliates North Grove
1330 Boiling Springs Hwy, Suite 2500
Spartanburg, SC

Dr. Rose Marie Hilliard, VA physician
VA Spartanburg Clinic
279 North Grove Medical Park Dr.
Spartanburg, SC 29303
(864) 582-7025

Dr. Eric Nelson, Oncologist
Medical Group of the Carolinas
380 Serpentine Dr., Suite 200
Spartanburg, SC 29303
(864) 560-7050

These doctors may testify, live or by deposition, concerning their examination and treatment of Plaintiff 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 Plaintiff and the progression of Plaintiff's disease that occurred since his last examination. Additionally, they 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. 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 Plaintiff's asbestos-related disease in causing and/or precipitating Plaintiff's illnesses and/or resulting death. They may testify that Plaintiff 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 Plaintiff, including his mental state. They may testify concerning the reasonable and necessary medical expenses the Plaintiff has incurred as a result of his asbestos-related disease. A copy of these doctors' records, currently in Plaintiff's possession were provided with Plaintiffs' response to Master Discovery and may also be obtained by Defendants with the medical records authorization provided.

Any coworkers that worked with Mr. Moss and any coworkers identified in Mr. Moss' deposition, to be taken in this case, if he is able.

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:

Plaintiff objects to this interrogatory as unduly burdensome and premature. Subject to and without waiving this objection, Plaintiff states that no decisions have been made 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:

Plaintiff states that he has not yet made determinations about which experts he intends to call at trial. Plaintiffs hereby incorporate their objections and response, including any supplemental responses, to 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:

Plaintiff objects 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, Plaintiff has no knowledge of information responsive to this request. Plaintiff agrees 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 Plaintiff rely in alleging that Plaintiff is 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:

Plaintiff objects to this Interrogatory to the extent that it is overly broad, unduly burdensome and premature. Subject to, and without waiving these objections, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that the Mr. Moss was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Moss, it was no accident, nor take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of the Decedent and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Decedent and others. 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. Plaintiff also refers Defendants to

the exhibits accompanying these responses. Plaintiff reserves 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:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Plaintiff further objects that this interrogatory as calling for information protected by South Carolina's attorney work product doctrine, in that this request is intended for Plaintiff's counsel. Subject thereto and without waiving these objections, Plaintiff/Decedent Gary Moss is without knowledge of any responsive documents to this request. Further, Plaintiff has made no determinations as to what documents he will seek to admit at trial. Accordingly, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiff further reserves 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:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff specifically reserves 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 Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

ANSWER:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff has no knowledge of information responsive to this request. Plaintiff specifically reserves 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:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiff specifically reserves the right to supplement these responses 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:

Plaintiff objects to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are in Defendants' possession, and therefore are equally, if not more so, available to Defendants. Subject thereto and without waiving these objections, see Plaintiff's production of documents made herewith as responsive to this interrogatory. Plaintiff specifically reserves the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

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:

Plaintiff object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs' documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Moss was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss and others. Discovery is ongoing and Plaintiff reserves 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:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Moss was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss and others. Discovery is ongoing and Plaintiff reserves 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:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's 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 Mr. Moss was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss 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:

Plaintiff objects that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiff's 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 Mr. Moss 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 Mr. Moss was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss and others. Discovery is ongoing and Plaintiff reserves the right to supplement as discovery continues.

INTERROGATORY NO. 19:

Identify all documents of which Plaintiff have knowledge which related to Plaintiff's claim that defendants are strictly liable in tort of injuries which may have been suffered by Plaintiff.

ANSWER:

Plaintiff objects 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 Plaintiff's documents he seeks to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Mr. Moss was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss and others. Discovery is ongoing and Plaintiff reserves 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:

Plaintiff objects 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, Plaintiff's counsel will provide counsel for

Defendants with exhibit lists containing all Plaintiff's documents he will 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 Mr. Moss was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Moss was exposed. Despite this knowledge, the Defendants failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss 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's claim that products sold by defendants and used by Plaintiff were "unreasonably dangerous".

ANSWER:

Plaintiff objects 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, Plaintiff's counsel will provide counsel for Defendants with exhibit lists containing all Plaintiff's documents he will 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 Mr. Moss was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Moss was exposed. Despite this knowledge, the Defendants failed to warn Mr. Moss 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 Mr. Moss 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 Mr. Moss 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 Plaintiff contend that there is prior testimony which relates to Plaintiff's 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:

Plaintiff objects that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiff answers 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. Plaintiff will provide counsel with page and line designations for all depositions Plaintiff plays or reads at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Should Plaintiff locate responsive testimony, Plaintiff reserves the right to supplement or amend this answer.

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:

Plaintiff objects that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiff is unaware of any such evidence at this time. Plaintiff will provide counsel with page and line designations for all depositions Plaintiff plays or reads at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Should Plaintiff locate responsive written statements or testimony, Plaintiff reserves the right to supplement or amend this answer.

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:

Plaintiff objects to this interrogatory in that it is overly broad, vague, premature and ambiguous and calls for the production of protected work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is still making determinations as to what representations of documents will be needed for trial in this matter, and accordingly has no information responsive to this request. Plaintiff reserves the right to supplement this response should responsive information come to light.

INTERROGATORY NO. 25:

Identify all written statements which Plaintiff have made which related to the facts of these lawsuits and the damages claimed, including but not limited to statements made to any police or

law officer, insurance company representative, investigator, state or federal agent, representative or employee of any kind.

ANSWER:

Plaintiffs object to this interrogatory in that it is overly broad, vague and ambiguous and calls for the production of core work product and invades the attorney-client privilege. Subject to and without waiving these objections, Plaintiff is unaware of 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:

Plaintiff objects 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:

Plaintiff objects 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 (Plaintiff's Document Production), attached hereto.

REQUEST NO. 2:

All documents referred to in preparing the answers to the foregoing interrogatories.

RESPONSE:

Plaintiff objects to this request for production to the extent that it is overly broad and unduly burdensome, vague and ambiguous as Plaintiffs did not "refer to" any documents "in preparing" their answers. Furthermore, this request calls for documents protected by work product doctrine and attorney client privilege. Moreover, the documents responsive to this request are equally, if not more so, available to the Defendants. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production) attached hereto.

REQUEST NO. 3:

Each plaintiff's Federal income tax returns for the past three (3) years.

RESPONSE:

Plaintiffs objects 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 (Plaintiff's Document Production) attached hereto which contains an authorization for defendants to obtain Decedent's Social Security itemized statement of earnings. By way of further response, Plaintiff's are not seeking any damages based on lost wages or any lost income from any work.

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 Plaintiff's claims for damages suffered as a result of acts of any of the defendants.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, Plaintiff knows of no responsive documents.

REQUEST NO. 5:

All correspondences between any defendants and any other person which Plaintiff contends relate to any matter at issue in this litigation.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), attached hereto. Beyond the correspondences contained in Exhibit 1, Plaintiff has 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:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, and the to the extent it invades the attorney client privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiff's Document Production), attached hereto.

REQUEST NO. 7:

All documents which relate to or identify asbestos-containing materials with which each plaintiff may have worked.

RESPONSE:

Plaintiff objects to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiff's Document Production), attached hereto. Further, many documents responsive to this request are in Defendants' possession and therefore equally, if not moreso available to Defendants as Plaintiff.

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 Mr. Moss 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 (Plaintiff's Document Production), attached hereto, which includes the pathology report regarding Mr. Moss' mesothelioma, medical records received to date, and 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 (Plaintiff's Document Production), attached hereto, which includes the pathology report regarding Mr. Moss' mesothelioma, as well as fully executed authorizations to obtain all medical records 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:

Please see Exhibit 1 which includes a fully executed authorization to obtain Plaintiff's full Social Security Administration Earnings Statement. Plaintiffs reserve the right to supplement this response should responsive information come to light.

Link to download Exhibit 1 document production:

<https://www.dropbox.com/sh/2v3l8lrzcbazpda/AADpkK6L78dPRyPCUMMnMIYXa?dl=0>

Respectfully submitted,

s/ Jonathan H. Holder

Shawna Forbes-King (To be admitted *Pro Hac Vice*)
Charles W. Branham, III (To be admitted *Pro Hac Vice*)

Jonathan M. Holder (SC Bar No. 77935)

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ATTORNEYS FOR PLAINTIFF

July 23, 2020
Dallas, Texas.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this 23rd day of July, 2020.

s/ Jonathan M. Holder _____
Counsel for Plaintiffs

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
C/A No. 2020-CP-40-02692

JOSHUA J. MOSS, as Successor Personal)
Representative of the Estate of GARY)
JAY MOSS,)
)
Plaintiff,)
v.)
)
COVIL CORPORATION., et al.,)
)
Defendants.)
)

COVIL CORPORATION'S
MOTION FOR SUMMARY JUDGMENT

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Covil Corporation moves for summary judgment on Plaintiff's claims based on a lack of sufficient evidence of exposure to asbestos attributable to Covil.

INTRODUCTION

Plaintiff alleges that Covil and other defendants manufactured or are associated with asbestos-containing products that caused decedent Gary Jay Moss to develop mesothelioma. (*See generally* First Am. Compl. ¶¶ 95–110). Plaintiff, however, has not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Moss's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

FACTUAL BACKGROUND

Plaintiff claims that Mr. Moss was exposed to asbestos at numerous job sites in North Carolina and South Carolina between 1970 and 2017. (*Id.* ¶¶ 98–102). The majority of his work was with Daniel Construction as an insulator from 1970 to 1979 and at various Duke Energy

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Corporation sites throughout North Carolina and South Carolina, where he worked as an insulator, welder, and welder inspector from approximately 1979 to 2017. (*Id.* ¶ 98). Plaintiff also claims that Mr. Moss was exposed to asbestos dust that his mother brought home from her work as a pipefitter at the Monsanto Plant in Greenwood, South Carolina, and from asbestos dust that his father brought home from his work as a doffer at the Limestone Manufacturing Textile Mill in Gaffney, South Carolina. (*Id.* ¶ 103).

Plaintiff's written discovery responses make substantively the same assertions about Mr. Moss's alleged asbestos exposure. (*See* Pl.'s Resps. 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.

Mr. Moss was deposed in a multi-district-litigation matter in April 2010 for a prior asbestosis diagnosis. During his deposition, Mr. Moss discussed his alleged exposure to asbestos-containing products at length. At no point during the deposition did Mr. Moss 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 Plaintiff Cannot Satisfy the "Frequency, Regularity and Proximity" Requirement under South Carolina Law.

For a claim of asbestos exposure to be actionable, the plaintiff must establish sufficient proximate cause between the injury and exposure to asbestos from a particular product. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d 724, 727 (2007). The Supreme Court of South Carolina has adopted the "frequency, regularity and proximity test" established by the Fourth Circuit in *Lohrmann v. Pittsburgh Corning Corp.*, 782 F.2d 1156 (4th Cir. 1986). *See Henderson*, 373 S.C. at 185, 644 S.E.2d at 727. Under that standard, "[t]o support a reasonable inference of substantial causation from circumstantial evidence, there must be evidence of exposure to a specific product on a regular basis over some extended period of time in proximity to where the plaintiff actually worked." *Lohrmann*, 782 F.2d at 1162. Importantly, "presence in the vicinity of static asbestos is not exposure to asbestos." *Henderson*, 373 S.C. at

185, 644 S.E.2d at 727.

To prevail under the standards set forth in *Lohrmann* and *Henderson*, Plaintiff must produce evidence that Mr. Moss 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. Plaintiff cannot meet that burden here. He has offered no evidence that Mr. Moss or either of his parents were 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. Moss or either of his parents were 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 Plaintiff. *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 Is Not Entitled to Punitive Damages.

Plaintiff contends that he is entitled to punitive damages. (Am. Compl. ¶¶ 192, 240, 248 & Prayer for Relief ¶ 5). 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.

Plaintiff lacks evidence to sustain a claim for punitive damages against Covil. Even if there was evidence that Mr. Moss or either of his parents were 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, Plaintiff's 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 12th day of October, 2021.

/s/ Ashley K. Brathwaite
Ashley K. Brathwaite
S.C. State Bar No. 76952
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P.O. Box 33550
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Ashley.Brathwaite@elliswinters.com

Counsel for Defendant Covil Corporation

Page 2 1 APPEARANCES 2 ON BEHALF OF THE PLAINTIFF: 3 AARON GOSS, Esquire 4 Wallace and Graham, P.A. 5 525 North Main Street 6 Salisbury, North Carolina 28144 7 (704) 633-5244 8 agoss@wallacegraham.com 9 10 ON BEHALF OF THE DEFENDANTS DANIEL INTERNATIONAL 11 CORP., FLUOR DANIEL, INC., FLUOR DANIEL SERVICES 12 CORP., STRATEGIC ORGANIZATIONAL SYSTEMS 13 ENTERPRISES, INC., DANIEL CONSTRUCTION COMPANY, 14 INC.: 15 TED VICK, Esquire 16 Haynsworth Sinkler Boyd, P.A. 17 75 Beattie Place, 11th Floor 18 Greenville, South Carolina 29601 19 (864) 240-3200 20 tvick@hsblawfirm.com 21 ON BEHALF OF THE DEFENDANT 22 NATIONAL SERVICE INDUSTRIES: 23 DAVID L. BARNES, JR., Esquire 24 (Appearing Via Telephone) 25 Pierce, Hems, Sloan & McLeod, LLC The Blake House 321 East Bay Street Charleston, South Carolina 29413 (843) 725-7717 davidbarnes@phsm.net ON BEHALF OF THE DEFENDANT CLEAVER-BROOKS: CHARLTON D. HUNLEY, Esquire Katten Muchin Rosenman LLP 550 South Tryon Street, Suite 2900 Charlotte, North Carolina 28202 (704) 444-2017 charlton.hunley@kattenlaw.com	Page 4 1 INDEX OF EXAMINATIONS 2 3 4 By Mr. Vick PAGE 5, 135 5 By Mr. Yntema PAGE 80 6 By Mr. Hunley PAGE 102, 134 7 By Mr. Hovda PAGE 131 8 By Mr. Barnes PAGE 133 9 10 INDEX OF EXHIBITS 11 NUMBER EXHIBIT MARKED 12 (None marked.) 13 14 15 16 17 18 19 20 21 22 23 24 25
Page 3 1 ON BEHALF OF THE DEFENDANT GEORGIA-PACIFIC: 2 BRADY YNTEMA, Esquire 3 Pinto Coates Kyre & Brown, PLLC 4 3203 Brassfield Road 5 Greensboro, NC 27410-9450 6 (336) 282-8848 7 byntema@pckb-law.com 8 9 ON BEHALF OF THE DEFENDANT WEIL-MCLAIN: 10 11 THEODORE JAMES HOVDA, III, Esquire 12 (Appearing Electronically) 13 Millberg Gordon Stewart, LLC 14 1101 Haynes Street 15 Raleigh, North Carolina 27707 16 (919) 836-0090 17 jhovda@mgsattorneys.com 18 19 DEPOSITION OF GARY JAY MOSS, 20 a witness called on behalf of the Defendants, 21 before V. Dario Stanziola, CSR, RPR, CRR, Notary 22 Public, in and for the State of North Carolina, 23 held at the law offices of Wallace and Graham, 525 24 North Main Street, Salisbury, North Carolina, on 25 Tuesday, April 6, 2010, commencing at 3:34 p.m.	Page 5 1 GARY JAY MOSS, 2 having been duly sworn/affirmed, was examined and 3 testified as follows: 4 EXAMINATION 5 BY MR. VICK: 6 Q. Would you please state your full name for 7 the record? 8 A. Gary Jay Moss. It's J-A-Y. 9 Q. Okay. And before we get into a lot of 10 questions, couple of technical matters to take care 11 of, I suppose. 12 MR. VICK: Are we all agreed that 13 standard stipulations will apply? 14 MR. GOSS: Yeah. 15 MR. VICK: And is it agreeable that 16 objection by one defendant is to be considered 17 an objection on behalf of all defendants? 18 MR. GOSS: Agreed. 19 MR. VICK: Okay. 20 Q. And, Mr. Moss, what is your date of birth? 21 A. [REDACTED]. 22 Q. And what's your social security number? 23 A. [REDACTED]. 24 Q. And what is your current address? 25 A. 131 Superior Drive, Apartment F,

Page 6 1 Mooresville, North Carolina. 2 Q. And how long have you lived at that 3 address? 4 A. About six years, I think. 5 Q. Okay. And prior to your current address, 6 what was your most recent address? 7 A. 293 Rows Street in Mooresville. 8 Q. And how long did you live there? 9 A. From '92 to 2002 or '3, I guess. 10 Q. Okay. So about 10 or 11 years? 11 A. Yes. 12 Q. Okay. And what was your address prior to 13 that? 14 A. Six Miles, South Carolina. But I 15 couldn't -- I couldn't tell you anything other than 16 Six Mile, South Carolina. 17 Q. That's fine. 18 How long did you live in Six Mile? 19 A. From 1985 to '92. 20 Q. Okay. And do you remember where you lived 21 prior to Six Mile? 22 A. Blacksburg, South Carolina. 23 Q. How long did you live in Blacksburg? 24 A. Well, from -- from birth up until I went 25 to Clemson or Six Mile.	Page 8 1 Q. And do you understand what I mean by 2 deposition? 3 A. Yes, I think so. 4 Q. Okay. 5 A. I'm pretty sure. 6 Q. Have you ever given sworn testimony? 7 A. No, I never have. 8 Q. Okay. Couple other -- ground rules keep 9 popping up in my mind. Couple other points. You're 10 doing a fine job of it right now, but it's human 11 nature to sometimes answer with a nod of the head or 12 a shake of the head. So that the court reporter can 13 get down the question and the answer, we will always 14 need a verbal response. 15 A. I understand. 16 Q. And you're going to anticipate half the 17 questions I'm asking you, and you're going to know 18 where I'm going before I finish the question. But so 19 that he can get the entire question down on the 20 record and then your full answer without us talking 21 over each other, if you can try to wait until the 22 question is done, it's difficult to do sometimes. 23 Have you ever been a party to a lawsuit, 24 other than the one that brings us here today? 25 A. No, sir.
Page 7 1 Q. Okay. Mr. Moss, how far did you go in 2 school? 3 A. I went a couple years of college. 4 Q. Where did you go to college? 5 A. Spartanburg Junior College. And I took 6 some night classes at Gardener Web. 7 Q. Did you get a degree from Spartanburg 8 Junior College? 9 A. I did not. I left. 10 Q. And where did you go to high school? 11 A. Blacksburg High School, Blacksburg, South 12 Carolina. 13 Q. And you received a diploma? 14 A. Yes. 15 Q. Have you ever given a deposition before? 16 A. No, sir. No, sir. 17 Q. And just to make sure we're on the same 18 page, if I ask you a question and you're uncertain of 19 what I'm -- what the question is or what I'm 20 intending to -- what information I'm intending to get 21 from you, or you would like me to rephrase the 22 question, just let me know, and I'll be happy to try 23 to give you a better form of question or more clear 24 question. 25 A. Okay.	Page 9 1 Q. Have you ever filed a worker's compensation 2 claim? 3 A. No. There was one through Duke on this 4 deal. 5 Q. Do you -- by that, do you mean on your 6 being diagnosed with asbestosis? 7 A. Yes, sir. 8 Q. Okay. And so you had a workers' comp claim 9 with Duke as your employee -- as your employer for 10 that claim; is that right? 11 A. Yes, sir. 12 Q. And do you remember when that claim was 13 filed? 14 A. Mid 90s, '5, '6, '7, maybe somewhere in 15 that area. 16 Q. Okay. Do you remember -- I assume it was 17 resolved; is that right? 18 A. Yes, it was. 19 Q. Was it resolved by settlement? 20 A. Yes. 21 Q. And did you receive payment as a result of 22 that settlement? 23 A. Yes. 24 MR. VICK: Okay. In this lawsuit, I 25 don't have a copy, but I'll show you before

Page 10 1 asking him to answer a question. 2 Q. Is -- November 5th, 1999, your attorneys 3 provided us with some discovery responses in this 4 lawsuit on your behalf. And interrogatory number 42 5 concerned whether any history of worker's 6 compensation claims and that type of thing. 7 And it does -- it does identify worker's 8 compensation claim for asbestosis, the employer at 9 the time of injury or illness for which an award or 10 settlement was received, being Duke Power. And this 11 is a claim filed with North Carolina Industrial 12 Commission, and it says that the amount of the 13 benefits, awards or payments was \$51,168. And that 14 you received those payments in 1999. 15 Now, before asking any questions, let me 16 let your lawyer look at that. 17 MR. VICK: Yeah, I'm not worried about 18 the notes on the front. They're ancient. 19 MR. GOSS: All right. Thanks. 20 Okay. So -- 21 MR. VICK: Well. 22 Q. My question after all that was: Do you 23 believe that as accurate that you received a 24 settlement totaling \$51,168 from Duke Energy? 25 A. I don't remember the number, but.	Page 12 1 What was your first job ever? 2 A. Part-time or? 3 Q. Anything. 4 A. Anything? 5 I worked early on in part-time jobs three 6 summers in cotton mills when I was growing up. 7 Q. What was the name of the mill? 8 A. Limestone Manufacturing. 9 Q. Where was that located? 10 A. In Gaffney, South Carolina. 11 Q. You said it's a cotton mill? 12 A. Yes. 13 Q. So I guess that was about three months per 14 summer? 15 A. Yes. I worked there just a little bit 16 longer, the last year -- the last summer because I 17 was already signed up to go in the military, so I 18 just worked there until the time to go in. I don't 19 know how many months that was, probably four or 20 better. 21 Q. Was the last summer the summer you 22 graduated from high school? 23 A. I'm sorry? 24 Q. Was the last summer that you worked 25 there --
Page 11 1 Q. Other than payments you received from Duke 2 Energy in 1999, did you receive any other payments 3 for worker's compensation claim? 4 A. No. 5 Q. Did you do anything other than speak with 6 your lawyers in order to prepare for this deposition? 7 A. No. 8 Q. Okay. Just a couple follow-ups on that. 9 So then you did not look at any pictures or documents 10 in preparation for this deposition? 11 A. No, I don't even have anything that I can 12 remember on any of this stuff. 13 Q. Okay. Did you speak with any former 14 co-workers prior to this deposition? 15 A. No. 16 Q. Okay. What I'd like to do now is go 17 through your entire employment history. 18 A. Okay. 19 Q. And after we do that, then other attorneys 20 will have an opportunity to ask you questions, and 21 the first they'll probably pertain to your employment 22 history. 23 And then it will kind of wind back around 24 to me, and then we'll go into things like your health 25 and medical history and that type of thing.	Page 13 1 A. Yes. 2 Q. -- the summer after you graduated high 3 school? 4 A. Yes. 5 Q. Okay. And I think you said that was what 6 year? 7 A. '66, 1966. 8 Q. Okay. Does that mean you worked there in 9 the summers of '65, '66 and '67? 10 A. Yes, I guess, yes. 11 Well, no, not -- that would have been 12 '66, '65, '64. 13 Q. Okay. So '64, '65, '66 are the summers 14 that you worked at the cotton mill? 15 A. Yes, years I recollect. 16 Q. What did you do when you worked at 17 Limestone Manufacturing? 18 A. I guess a little bit of everything, from 19 sweeping to helping tear down the machines, little 20 bit of everything. I just sort of utility person. 21 Q. Did you work in maintenance? 22 A. Well, no, I wouldn't say it was 23 maintenance. 24 Q. Whatever they needed, that's what you did; 25 is that right?

Page 14 1 A. Yes. 2 Q. Do you have any reason to believe that you 3 may have been exposed to asbestos while working those 4 three summers at Limestone Manufacturing? 5 A. I have no idea what -- what was in that 6 plant. 7 Q. Do you have any reason to believe that you 8 handled asbestos, or any products containing asbestos 9 while working at Limestone Manufacturing? 10 A. I would think I didn't. I would -- I'd 11 say no, not just handling it. I didn't even know 12 what it was. 13 Q. And just sitting here today, do you have 14 any reason to believe that you may have been working 15 in close proximity with others who were handling or 16 using asbestos or product containing asbestos? 17 A. My dad worked there for a while, then he 18 left there my senior year or junior year or 19 whatever. And he went into -- he became an 20 insulator, so. I lived in -- we lived there with 21 him. But. 22 Q. I'm sorry, your father worked at Limestone 23 Manufacturing while you worked there; is that right? 24 A. Yes. 25 Q. And he was -- are you saying that he was an	Page 16 1 service? 2 A. July of '70. 3 Q. All right. And I assume you had to go, 4 first of all, for basic training; is that right? 5 A. Yes. 6 Q. And where was that? 7 A. Amarillo, Texas. 8 Q. Well, at least it was in the winter, right? 9 A. Yeah, it was cold there, I tell you. 10 They opened up -- old barracks had been closed up 11 for years, bring a lot of people through during 12 that era. I didn't -- 13 Q. How long were you at basic in Amarillo, 14 Texas? 15 A. About seven weeks. 16 Q. And after those seven weeks, were you 17 transferred elsewhere? 18 A. Shepherd Air Force Base in Texas. I was 19 there about six months maybe training, tech 20 schools. 21 Q. You say tech schools? 22 A. Yes, that was a training -- training 23 facility. 24 Q. What specifically were you in training for? 25 A. I was in teletype communications,
Page 15 1 insulator at -- 2 A. No, no, no. 3 Q. Okay. 4 A. He left there. He was a doffer. 5 Q. He was a doffer at Limestone? 6 A. Yes. 7 Q. Okay. I just want to clarify that you 8 weren't -- you don't have any reason to believe that 9 you're exposed to asbestos through contact with your 10 father when he worked at Limestone, right? 11 A. No more than I would have been exposed 12 to, no. 13 Q. And then after you graduated high school 14 and finished your last summer at Limestone 15 Manufacturing, what was your next job? 16 A. I went in the military for four years. 17 Q. And was that in the U.S. Air Force? 18 A. Yes. 19 Q. Do you remember your enlistment date? 20 A. December 4th, '66. It's when I actually 21 went in. I'm not sure exactly. I was on delayed 22 enlistment probably two or three months. I don't 23 remember that date. 24 Q. That's fine. 25 And do you remember when you left the	Page 17 1 teletype radio. 2 Q. Is that like Morse Code? 3 A. No, it's -- I guess similar to what this 4 gentleman's doing in a way. I mean he was working 5 on -- it was going out on tape, something you don't 6 see nowadays, but particular tape. 7 Q. Okay. And after your training at Shepherd 8 Air Force Base, were you assigned to another place? 9 A. I went to Korea. I was there 13 months. 10 Q. And? 11 A. From there I went to California for 12 pretty much a year, little over maybe, and then I 13 went to Thailand. 14 Q. After California you went to Thailand? 15 A. Yes. 16 Q. How long were you in Thailand? 17 A. A year. 18 Q. Okay. Were there any other places in which 19 you were stationed? 20 A. That's it. We went short trips here and 21 there. 22 Q. Were you discharged after your service in 23 Thailand? 24 A. Yes, I got an early out due to they 25 didn't have enough time to station me anywhere

Page 18 1 else, and I was coming off two isolated tours. 2 Q. Okay. When you were in Korea, what job 3 duties were you performing for the Air Force? 4 A. Teletype communications and radio. 5 Q. Okay. 6 A. I worked in command posts each one of 7 those sites. 8 Q. When you were in Korea, working in teletype 9 communications and radio, were you in like an office 10 building, out in the field? 11 A. It was -- it was more or less a clean 12 facility. It's, you know, command post because 13 you -- I mean usually pretty nice. You know, 14 wasn't -- overseas it wasn't that nice, but it was 15 still a nice building, it was over office type 16 area. 17 Q. Okay. And when you were in California, 18 where in California were you located? 19 A. Riverside, California, it's March Air 20 Force Base. 21 Q. What was the name of the Air Force? 22 A. March, M-A-R-C-H. I guess it's still 23 there. 24 Q. And did you do the exact same work at 25 March?	Page 20 1 Q. In construction? 2 A. Yes. 3 Q. And who was your employer -- first employer 4 out of the Air Force? 5 A. Daniel Construction. 6 Q. So you started at Daniel in July of 1970; 7 is that right? 8 A. Yes. 9 Q. And when you started with Daniel, were you 10 working out of a Daniel office or a Daniel project 11 site? 12 A. A project site. 13 Q. And which project site was that? 14 A. It was Fiber Industries, I believe is 15 what it was called. But it was in Earl, North 16 Carolina. 17 Q. Now, I understand you're telling me Earl, 18 North Carolina, and I'm sure that's accurate, but I 19 just want to be perfectly clear on something. 20 There's a Fiber Industries in Earl, North Carolina 21 that's different from the one in Shelby; is that 22 right? 23 A. Well, Earl is a little bitty town, 24 probably nothing there but that plant. 25 Q. Okay.
Page 19 1 A. Yes. 2 Q. And when you were in Thailand, is this in 3 relationship to the Vietnam -- 4 A. Yes. It was B-52s went out of. 5 Q. I'm sorry? 6 A. B-52 bombers went out, and it was a 7 bombing station. 8 Q. And it was a command center there? 9 A. Yes. 10 Q. And that's where you worked? 11 A. I worked the command center, yes. 12 Q. Still in communications and radio, right? 13 A. Yes, sir. 14 Q. Do you have any reason to believe that you 15 may have been exposed to asbestos in any way at 16 anytime you were working for the U.S. Air Force? 17 A. I -- no, I don't think so. I mean, it 18 was all old offices, but it's offices. 19 Q. After you left the Air Force in 1970, did 20 you return to the United States? 21 A. Yes, sir. 22 Q. And did you -- were you able to find 23 employment right away? 24 A. Yes, I got out on Thursday and went to 25 work Monday, Daniel Construction.	Page 21 1 A. It's right there right out of Shelby. So 2 I don't know how they addressed it. It may be 3 addressed Shelby. I don't know. I would say it 4 was Earl. It very well be addressed Shelby. I 5 don't know. 6 Q. And I'm not trying to confuse you. 7 A. Yeah. I just know it's a small place. 8 Q. I know they were close by, and I understand 9 that there was a Shelby Fiber Industries, but I've 10 also heard people refer to Earl Fiber Industries. 11 A. If there's another in Shelby, I don't 12 know the second one. 13 Q. Okay. 14 And when you started with Daniel and you 15 were working at Fiber Industries, did you have a job 16 title? 17 A. I started off as a rod buster which is 18 doing iron work. But I only done that for a few 19 months, and then I went into insulation. 20 Q. When you say a few months, does that mean 21 two or three? 22 A. Yeah, that job kind of just ended up, 23 yeah. And then I just went into whatever was 24 available there which was an insulator. 25 Q. Okay.

Page 22 1 All right. Did you remain an insulator for 2 the rest of your time with Daniel? 3 A. Yes. 4 Q. And as an insulator, can you tell me -- 5 actually, let me back up. 6 Did you work at any other project sites 7 other than Fiber Industries in Earl, North Carolina? 8 A. At Earl, North Carolina? 9 Q. No. I'm sorry. 10 Did you work at any other project sites 11 other than the Earl, North Carolina Fiber Industries? 12 A. Yes, I worked at the one in Greenville. 13 I'm not sure what it's called either. I think 14 Spartanburg -- I guess Spartanburg. 15 No, it's Greenville. 16 Q. Okay. 17 A. I'm not sure what the name of it was. 18 It's just another fiber plant. 19 Q. You think it was located in the City of 20 Greenville? 21 A. No, it was just right off the interstate 22 there. I'm not sure actually now what exit it was. 23 Q. Might it have been in Greer? 24 A. No, the one in Greer is there's kind of 25 two along that interstate right there. The one at	Page 24 1 A. Until 1978, somewhere along in there, I 2 think. 3 Q. Okay. I don't want to jump ahead too far. 4 But at some point, did you work directly for a 5 company called Industrial Insulation? 6 A. No. Not to my recollection, no. 7 Q. Do you recognize the name Industrial 8 Insulation? 9 A. No, I don't recognize the name. 10 Q. So the entire time that you were at Fiber 11 Industries in either Earl or Greenville, were you 12 employed by Daniel that whole time? 13 A. Yes. 14 Q. Other than the Earl and Greenville Fiber 15 Industries locations, did you work at any other 16 project sites while employed by Daniel? 17 A. I don't think so. 18 Q. Did you ever work in like a Daniel office, 19 not a project site while employed by Daniel? 20 A. No -- well, while I was at Earl, I hurt 21 my leg, worked in their office for months or so. 22 Q. So you worked in the office space of Earl, 23 the Earl plant; is that right? 24 A. Yeah, they just -- let me sort of come 25 in.
Page 23 1 Greer I did not -- I think it would be Greer or 2 Spartanburg. I don't know what you'd call it. 3 Q. Okay. At the Fiber Industries in 4 Greenville, did you work the entire time there as an 5 insulator? 6 A. Yes, I wasn't there very long, three or 7 four months. We moved -- they just moved us over 8 there temporarily, went back to Earl. 9 Q. Okay. 10 Do you have any belief -- any reason to 11 believe that you may have been exposed to asbestos 12 while working as a rod buster for those few months at 13 Fiber Industries in Earl? 14 A. No, it's just tying steel is all we was 15 doing. 16 Q. Now, if you started with Daniel 17 Construction in July of 1970, do you think it would 18 have been around October or November of 1970 that you 19 started working as an insulator? 20 A. Yeah, somewhere in there. I don't 21 remember exactly when. I just sort of took the job 22 when it was open. I don't remember what the dates 23 exactly were. 24 Q. Okay. And how long were you employed by 25 Daniel as an insulator?	Page 25 1 Q. What did you do to -- 2 A. Just run blueprints and that kind of 3 stuff, just until my leg got better. Non 4 job-related accident. Just an accident. 5 Q. It was three to four months in the 6 Greenville plant, right? 7 A. No, it was in the Earl plant, I'm sorry. 8 Q. No, no, I'm sorry. 9 Okay. One month you worked in the Earl 10 office space, right? 11 A. Yes. I was working there when I got 12 hurt, supervisor sort of lined me up a job in the 13 office for a couple months. 14 Q. Okay. Then another three to four months 15 you worked in the Greenville plant, right? 16 A. Um-hum, yeah. 17 Not sure what time period was on that or 18 the years, to be honest with you. 19 Q. Oh, okay. 20 Other than the -- those four to five months 21 collectively, did you work out in the production area 22 of the plant at the Earl plant? 23 A. We worked all over. We done some new 24 construction, but mainly we done maintenance. I 25 was tearing off insulation off of one thing,

Page 26 1 putting it on another one as they done rework. 2 Fiber plant changed new stuff all the time. We 3 would reinsulate and so on. 4 Q. Okay. What was the new construction that 5 you worked on? 6 A. Just some -- buildings, additional 7 buildings there. 8 Q. Do you have any recollection as to what the 9 buildings were called? 10 A. Oh, no, sir. 11 Q. Do you remember how many additional 12 buildings you worked on? 13 A. Probably at least three or four different 14 large -- I'd say large additions. 15 Q. Okay. 16 And, let's see, for the seven to eight 17 years that you worked at the Earl plant as an 18 insulator, how much of that time do you think was 19 spent working on new construction? 20 A. I don't know. We worked on -- off and on 21 on new construction. It was kind of like we was a 22 maintenance group. There was 4- or 500 of us 23 there. We done the new work and we do rework in 24 the areas they were remodeling and adding new 25 machinery and taking out and so on. So I don't	Page 28 1 with a new or better way, and they'd take out 2 everything they had and we'd redo it. 3 Q. All right. This area where they heated up 4 the polymers, how large of an area was this? 5 A. A large -- large bay of machines, 6 40 yards or something, twice -- twice as wide as 7 this room I would say. 8 Q. And just for the record, how long -- how 9 long would you guess this room is? 10 A. Oh, I'm sorry. Probably I'd say it would 11 be 40-feet wide or something like that. 12 Q. And how -- how high were the ceilings in 13 that area where they heated the polymers? 14 A. Probably eight or ten-foot. I don't 15 know. 16 Q. When you were doing the maintenance aspect 17 of your insulator work, did you use pre-cut pieces of 18 insulation? 19 A. No, we cut our own. 20 Q. Did you use various types of insulation or 21 only one? 22 A. I'm sure we used various types. Cary 23 Temp (ph) to Kaylos. Cary Temp, I'm not sure how 24 to spell that. 25 Q. Is that a brand name?
Page 27 1 really -- I don't know. 2 Q. Okay. Well, was all of your work at the 3 Earl plant done indoors? 4 A. Oh, no. There was a lot out in the roof, 5 in the yard. 6 Q. How much, on a percentage basis, how much 7 of your work at the Earl plant was done outdoors? 8 A. I know weather permitting, probably 10, 9 15 percent of it. I don't know. 10 Q. And does that include insulation work done 11 outdoors? 12 A. Yeah, there would be some insulation 13 outdoors also, underground, on the roofs and 14 whatever. 15 Q. For the work done indoors at the Earl plant 16 while you were an insulator, were there specific 17 areas in which you worked? I mean specific areas of 18 the plant in which you worked? 19 A. Well, I guess I worked about all of it. 20 The biggest part of taking on and taking off 21 insulation would have been done in the areas where 22 they heated up their polymer and stuff. 23 That stuff got changed out pretty 24 regular. So that was ongoing whole time I was 25 there. The fiber plant seemed to always come up	Page 29 1 A. I'm not sure if it's a brand name or a 2 product itself. It was a real fine something, but 3 your Kaylo and stuff, we'd be putting it on six and 4 eight inches thick in layers. These were hot 5 boxes. 6 Q. I've got Cary Temp and Kaylo? 7 A. Well, that's the names I remember. 8 Q. Okay. Do you know how to spell Kaylo? 9 A. I don't remember. 10 Q. That's fine. 11 Other than -- 12 A. That's what we called it any way. 13 Q. Other than Cary Temp or Kaylo, do you 14 remember any other names by which you referred to 15 types of insulation? 16 A. I don't remember the names as an 17 insulator back then, I mean I didn't -- didn't care 18 what it was. I mean, whatever -- you know, they 19 had all kind of things at the warehouse. All 20 basically the same looking to me. 21 Q. Okay. Can you describe how the insulation 22 looked? 23 A. Some of it was white for what we call 24 Kaylo, but it probably had several different kind 25 of names. You had black -- it was almost like

Page 30 1 glass and mineral wool. Forgot what they called 2 that. It almost looked like it was glass looking, 3 but it's white -- I mean black. 4 And I used some stuff that was almost 5 pink, and that's what we called Cary Temp. It was 6 real fine pink colored. I don't know if that's a 7 product name or just name. I don't remember. 8 Q. Okay. But none of this was pre cut for 9 your use within the plant; is that right? 10 A. Yeah, we cut our own. 11 Q. Okay. 12 A. We sawed it up to whatever it had to be 13 on band saws or saws that -- where we worked. 14 Q. Okay. Now maybe probably won't change your 15 answer, I just want to make sure we're on the same 16 page again. 17 I've heard some people talk about working 18 as insulators where they're primarily applying 19 insulation to pipes. 20 A. Yes. 21 Q. Pipes that run hot. 22 And they talk about this, you know, comes 23 in three-foot sections? 24 A. Three-foot sections. 25 Q. Right.	Page 32 1 insulating at the Earl plant? 2 A. Dow boxes is what they called those big 3 polymer heating things. I want to say a dow box. 4 Q. And you had to cut the insulation -- 5 A. It was for melting polymer, so it was 6 hot. 7 Q. And you had to cut the insulation? 8 A. Oh, yeah, you'd cut it. They come in 9 blocks, anywhere from two to four inches thick, 10 normally. 11 Q. Okay. What else did you insulate at Earl? 12 A. Duct systems. That usually got a 13 fiberglass. 14 Q. Duct systems used fiberglass? 15 A. In most cases. We done some inside and 16 out. I'm not sure what the little stuff we put 17 inside, where it was one-inch thick something, but 18 I'm not sure what it was. 19 Q. Okay. 20 A. Some kind of fiber. 21 Q. And what else did you insulate at Earl? 22 A. Lord, I don't know. Pipes. About 23 anything that got hot or cold. I'm not trying to 24 be blunt. I just don't remember. 25 Q. Okay. Other than the specifics you've
Page 31 1 A. Shaped to whatever size pipe you're 2 using. 3 Q. Right. 4 A. And a lot of it comes in box blocks, you 5 just cut it two-inches up to four-inch by two-foot 6 blocks and you cut that to put around some of these 7 hot dow boxes that it was like a sheet, a big thick 8 block. 9 Q. Now, I'm understanding from you that you 10 did not use that type of pre cut three-foot sections 11 of insulation; is that right? 12 A. Oh, yeah. 13 Q. You did? 14 A. Pipe, yeah, for pipe we did. 15 Q. Okay. 16 A. And flat stuff was for, you know, 17 something flat, some kind of box. Like the dow 18 boxes or something that we worked on, polymer 19 boxes. 20 Q. So my understanding correctly now that for 21 pipes you did use some pre-cut insulation, right? 22 A. Yeah, it came in three-foot sections of 23 whatever size you was putting on, and then you cut 24 it to fit, you know. 25 Q. Now, the size of pipes, what else were you	Page 33 1 mentioned thus far, as far as things that you would 2 insulate, do you recall any other specific things you 3 would insulate? 4 A. Not -- not there. 5 Q. Okay. And have you described all of the 6 insulation that you recall using when you worked at 7 Earl? 8 A. I don't -- not -- I don't know if I 9 described all of it or not. I mean, we use a lot 10 of different things. 11 Q. Okay. 12 A. I've even used some you poured in, it was 13 a powder, in around pipe in a ditch. 14 Q. All right. 15 A. I don't know what that was. 16 Q. Is that a powder that you would have to mix 17 to make a mud? 18 A. No, it poured directly out of the bag. 19 Q. And you applied it in powder form? 20 A. Yes. 21 Now we -- on fittings and turns on pipe, 22 we would cut our insulation, then put a coating 23 over it and then a asbestos blanket over that. 24 Q. Did the asbestos blanket, was it put there 25 to remain or just --

Page 34 1 A. Oh, yeah, it stayed there. You sealed 2 it -- that's where you sealed up your turns. 3 I'm not sure what they called the stuff 4 we put on it. Top coat or something like that was 5 what we called it. It was like mixing up a mud, 6 mixed it up in five-gallon buckets and you used it 7 as you went. 8 Q. Did it come in powder form? 9 A. Yes, it did. And some was real course 10 and some was real fine, depending on what you was 11 using it on. 12 Q. Do you remember the brand name or 13 manufacturer of the powder that you mixed in the mud? 14 A. No, sir, I don't remember the names of 15 them. I know we called some of it top coat, but I 16 don't know if that was a brand name or a slang 17 nowadays, to tell you the truth. 18 Q. Okay. And I know this was a long time ago 19 and it's hard to remember things that far back. 20 Please be patient with me when I ask you for names of 21 manufacturers, just questions that we have to ask. 22 The powder that you poured and used 23 straight out of the bag and used in powder form, do 24 you remember the name brand or manufacturer of that 25 product?	Page 36 1 temperatures. But we used it just like we did all 2 the others, on the pipe and on blocks. 3 Q. Okay. 4 A. It come in both forms, pipe shaped and 5 block shaped. I just remember the color was 6 different. 7 Q. You said the Cary Temp was like a 8 black-like glass? 9 A. No, it was a pink fine, fine something. 10 Q. All right. 11 A. I forget what we called that. We sawed 12 it with a -- we sawed it with a blades that were 13 kind of like -- what did we use that big blade for. 14 I don't know, big thick blades. It was hard to 15 fine. It was almost like a fine glass cutting it. 16 Q. You cut it manually? 17 A. Yes. I mean, they cut it in the fab 18 shops, too, for some things. But we cut it 19 manually in the field. We cut most of it manually 20 in the field. 21 Q. Okay. 22 A. I did use the band saw at one time. I 23 was cutting and making the insulation that covered 24 the valves and stuff, they had to be able to get 25 through those. So I made them removable.
Page 35 1 A. I don't have any idea of that. We used 2 it one time and poured about a hundred yards of it. 3 I don't remember what it was. Never poured it 4 again. 5 Q. Do you recall the manufacturer or name 6 brand of the insulation you used on dow boxes? 7 A. Only name that strikes out to me is 8 Kaylo, and I don't know if that's a brand name or a 9 company name. It was called a Kaylo. Probably 10 come from different companies. 11 Q. I was going to ask, do you remember seeing 12 the word Kaylo on any packaging, or anything like 13 that? 14 A. Seemed like that was on the boxes, but 15 because we used that terminology all the time. I'm 16 not sure if it was. 17 Q. Okay. Do you recall a manufacturer or name 18 brand of any of the insulation used on piping? 19 A. Again, same company. We called it all 20 Kaylo, whether it was shaped for piping or block 21 for doing something that was square. 22 Q. Okay. And where did you use the Cary Temp 23 product? 24 A. It was -- it was also used -- I don't 25 know if it had something to do with the different	Page 37 1 Q. So depending on the insulation being cut, 2 what types of things did you use to cut the 3 insulation exactly? You told me about one thick 4 blade? 5 A. Just a -- just a regular saws that we had 6 regular saws that we cut and -- with. And we even 7 had -- we made -- you made your own tools a lot of 8 times. We had little tools that was saw blades 9 that had been bent, cut and strapped to a piece of 10 wood for you to gut them to fit around things. 11 They had a hanger or something. 12 If you want to fit around smooth, you 13 just gutted that section, made it fit tightly. 14 Thinned it from the inside, you might want to say. 15 So it was various ways of shaping it. 16 Q. Okay. And how often -- before I ask you 17 that, have we talked about any -- are there any types 18 of insulation that you used or handled at Earl that 19 we've not yet discussed? 20 A. Probably used some, just some almost like 21 a rubber insulation, put around little small pipe. 22 Q. Do you think that contained asbestos? 23 A. I don't -- I would think it did. I don't 24 know. It was almost like rubber. You can buy it 25 now like you see in Lowe's, place go around pipes

Page 38 1 in your house, that's like what it was. We might 2 put a lot of that on. 3 Q. Was it more rubber or more foam? I know 4 what I'm thinking of. 5 A. It had some -- maybe it had some foam 6 that was being used in the cooling area. Something 7 that was going to be in cool instead of hot. It's 8 foam and your rubber. 9 Q. Do you know the name brand or manufacturer 10 of the rubber-like insulation? 11 A. No, no idea. 12 Q. How often would you say that you would 13 remove these types of insulation while working at 14 Earl? 15 A. Quite a bit, because they remodified 16 anything -- excuse me, and we were more or less a 17 maintenance group a lot of times. And they was 18 refabbing an area, we might strip three or four 19 machines at a time over several days. I took it 20 off and it was still burning. It would be still 21 hot. 22 Q. The insulation would be? 23 A. Oh, yeah. 24 Q. Okay. 25 A. They got in a hurry when they wanted to	Page 40 1 construction group would have done that. 2 Q. Okay. Maybe I'm -- 3 A. It would have been somebody hired by 4 Fiber, you know. 5 Q. An employee of Fiber? 6 A. Yeah, I'm sure most companies have some 7 maintenance men that go around. I'm sure they did 8 too. But they wouldn't have done any of the major 9 work. 10 Q. Maybe I'm not fully understanding the 11 difference between the types of projects you worked 12 on as opposed to what a Fiber Industries maintenance 13 employee might be doing. Let me ask you a couple of 14 questions on that. 15 If there was a problem with one valve on 16 one section of pipe, say steam pipe. Would you be 17 called to remove the insulation and then put new 18 insulation there? 19 A. I don't know what their plant people 20 would have done. 21 Q. Okay. 22 A. I just know they would have took a big 23 job -- if I remember correctly, Daniels built that 24 place in 1955 or somewhere in the 50s. And I went 25 to work there in '70, and there was still a
Page 39 1 remodel something. 2 Q. On average, do you think you had to remove 3 insulation more than twice a week? 4 A. Probably maybe on an average, we'd have 5 more time putting on new than we would old. I 6 don't know what the average would be. 7 Q. It was more installing? 8 A. A lot of areas we were just putting in 9 new stuff, then a lot of areas would do some 10 tearing off. 11 Q. Now, is that because the employees of Fiber 12 Industries would sometimes remove the insulation and 13 then call you to put new insulation on? 14 A. No, we -- we done all of it. We done all 15 the taking off. I don't even know if they had an 16 insulator. They might have had. I wouldn't think 17 unless they had one on maintenance. He wouldn't 18 have been doing no major job. 19 Q. Right. They -- Fiber Industries at Earl 20 had their own maintenance employees, right? 21 A. I'm sure they did have some, yes. 22 Q. And from what you observed, did they 23 sometimes make repairs to piping and things of that 24 nature? 25 A. They probably did. Any major project,	Page 41 1 maintenance group that done there all the time. It 2 was actually doing construction work and any 3 maintenance from just calling over to do it. 4 Q. Okay. 5 A. So I'm sure they probably had maintenance 6 people that worked for Fiber, but I don't know what 7 they would have done. 8 Q. All right. On average, how often do you 9 think you put new insulation in per week? 10 A. Every day. I mean, that's all we done. 11 That's all my group done. 12 Q. Okay. On average, how often do you think 13 you removed old insulation? 14 A. Well, we might do it for a couple of 15 weeks and then might not do it for a while. So it 16 was off and on depending on the maintenance part of 17 it. 18 Q. When you would handle insulation -- well, 19 let me take that back. 20 When you would remove insulation, would you 21 wear anything -- any protective gear such as a mask? 22 A. No. 23 Q. When you would cut insulation, did you ever 24 wear any protective gear like a mask? 25 A. No.

Page 42 1 Q. And by mask, I meaning like those paper 2 dusk masks? 3 A. Yeah, no, we -- we never did. I guess we 4 never thought about it back then. 5 Q. Okay. 6 During your about eight years working for 7 Daniel at the two Fiber Industry plants, did the 8 nature of your job ever really change? After you 9 switched from -- after you became an insulator I 10 should say? 11 A. No, it's pretty much daily same thing. 12 Q. Okay. 13 A. You know. Might be putting on a 14 different pipe, something from one day to the next, 15 but it was pretty much the same thing. 16 Q. While employed by Daniel, did you attend 17 any safety meetings? 18 A. There was very little. 19 Q. Tell me what you remember about the safety 20 meetings, how often they were and what was discussed 21 generally? 22 A. Be honest with you, I don't remember 23 having any safety meetings back then. Might have 24 been a general announcement made from time to time 25 about something, but it's not like nowadays where I	Page 44 1 about your time at Jurgen also. 2 Do you remember having any discussions 3 concerning OSHA requirements while you were employed 4 with Daniel? 5 A. Somewhere along about in the late 70s, 6 they started making us take a -- giving us -- I 7 guess they might want to call it physical, but we 8 had to go get an x-ray. I don't know when that 9 started. And I -- but I'd been there a long time 10 when that happened. I must have had one or two. 11 Well, the x-ray, and had to go do a breathing -- 12 Q. Pulmonary? 13 A. -- pulmonary test. 14 Q. I'm sorry, was that a pulmonary test? 15 A. Yes. 16 Q. And did you do this annually -- 17 A. I don't know if we had to do it annually 18 or had to do it to keep our jobs when they started 19 that. I'm not sure. I know some of the older guys 20 didn't pass it and they were gone. 21 Q. Did you pass all these tests? 22 A. Yes. 23 Q. Do you remember who the doctor was that did 24 those tests? 25 A. I don't know. I'm sure if it was -- I'm
Page 43 1 go to one every morning. I don't know if I ever 2 went to one in those days. 3 Q. Did you have anything called toolbox 4 meetings? 5 A. Well, we gathered it's toolbox -- or gang 6 box what we called it, every morning for work 7 assignment. And -- 8 Q. Was safety ever discussed at those 9 gatherings? 10 A. I doubt it. 11 Q. Actually, at some point you were a foreman 12 of an insulator crew, right? 13 A. I left -- after I left Daniels, I went to 14 work with Duke, and then they had a major layoff in 15 one of the nuclear plants, it closed up. And I 16 went back to work for another company and I was 17 supervisor for them. Of course I led teams on the 18 work there at Daniels. I was sort of the lead 19 after a few years. 20 Q. The company after the layoff of Duke, the 21 company that you went to work for, what was their 22 name? 23 A. Jurgen Construction (ph). 24 Q. Okay. All right. I'm going to back -- 25 back up to your time with Daniel now. We will talk	Page 45 1 sure it was a Daniel doctor. It might have been 2 somebody there, I'm not sure. 3 Q. Okay. When you say late 70s, can you 4 recall more specifically than late 70s when that may 5 have been, when that practice was instituted? 6 A. No. I want to say further than mid 70s. 7 Because I know that some of the older guys didn't 8 pass the test, but I don't remember exactly. I 9 know when they outlawed asbestos was about '74, or 10 somewhere along that line. 11 Q. When you say they outlawed asbestos -- 12 A. The making of it. But I'm thinking 13 anybody that had any, kept using it. 14 Q. Who outlawed it? 15 A. Federal government, I think. 16 Q. Is that under OSHA? 17 A. Yes. 18 Q. You think? 19 A. Somewhere along there, '74, somewhere -- 20 I just remember when it happened. 21 Q. Now, to your understanding of that time, 22 have they outlawed the manufacture of it or the use 23 of it? 24 A. They probably quit making it. I'm sure 25 if there was any in the warehouse somewhere, it got

Page 46 1 used. I can't say that it did, but I would suspect 2 that it did. I don't remember us cleaning out a 3 warehouse. 4 Q. Now, in 1974, is that when you personally 5 first heard that asbestos could be dangerous to your 6 health? 7 A. I don't think I even realized it that 8 early on. I just knew they changed the law on the 9 making of it. 10 Q. When do you think you first learned that 11 asbestos could be hazardous to your health? 12 A. I don't think I really learned that until 13 after I'd maybe working with Duke, you know, just 14 hearing about it. 15 Q. Are you familiar with the term dusty trades 16 or dusty trade cards? 17 A. Yeah, that is -- I'm not sure exactly 18 when that came in. I remember hearing about it. I 19 don't think I ever had a dusty trade card. If I 20 do, I think that was after. Seems like to me I 21 heard that around unions. I don't know if I ever 22 heard us use the terminology. 23 Q. And do you ever remember a union? 24 A. No. 25 Q. When you worked for Daniel, if someone was	Page 48 1 mean even back then maybe didn't, yeah. 2 Q. Okay. 3 A. There was a lot of different kinds of 4 insulation. 5 Q. Right. 6 Sitting here today, do you know if all the 7 insulation that you used -- you used while employed 8 by Daniel, contained asbestos? 9 A. No, I'd say some that didn't. 10 Q. Okay. Do you know what portion or what 11 fraction of the asbestos that you used contained 12 asbestos? 13 A. No, I don't. 14 Q. I think I said that wrong. 15 A. Yeah. 16 Q. Do you know what portion or fraction of 17 insulation you used contained asbestos? 18 A. No, I wouldn't have any idea. I mean, we 19 used fiber light (ph) stuff like that that's not 20 asbestos. I'm sure a lot of the other things were 21 not too. 22 Q. Okay. 23 Do you know of any way to tell just by 24 looking at insulation, if it contains asbestos or 25 not?
Page 47 1 injured on the job, what was the protocol of 2 recording for Daniel, do you recall? 3 A. Reporting an injury? 4 Q. Yes, sir. 5 A. I don't remember any injuries. I'm sure 6 there were. There was always a first aid person in 7 the office I'm sure that reported to him. I don't 8 remember anybody in my group getting hurt to know 9 exactly how that went. 10 Q. Okay. Well, I guess, were you generally 11 aware when you worked for Daniel, that Daniel 12 required employees to report any injury -- injury 13 they suffered on the job? 14 A. I'm sure we probably were. 15 Q. Do you recall any -- do you recall Daniel 16 encouraging employees to report any known exposures 17 to asbestos? 18 A. No, I don't -- I was going to say I was 19 an insulator and we were using it. But I don't 20 know nothing -- they were aware we were using it. 21 But I don't remember being warned of it. 22 Q. Okay. Is it your understanding that some 23 insulation contains asbestos and some insulation does 24 not? 25 A. I'd say most -- most of it don't now. I	Page 49 1 A. No. Heard people say they could. But I 2 don't think so. 3 Q. With respect to the insulation that you 4 used while employed by Daniel, do you remember seeing 5 any warnings, or anything of that type, on packaging 6 or any insulation itself? 7 A. I don't remember it. 8 Q. Was there any asbestos abatement work done 9 at the Earl plant when you worked there? 10 A. What kind of -- 11 Q. Removal. 12 Well, okay. You may be familiar with this 13 at Duke. Which we'll get into later. 14 But did the plant at Earl ever kind of 15 start a program to remove all the asbestos insulation 16 at the plant while you were there? 17 A. I don't think so. 18 Q. And none of that type -- none of that large 19 scale insulation removal was taking place during the 20 three months you worked at the Greenville plant 21 either, right? 22 A. No, we was actually putting on insulation 23 there. We was doing new project. 24 Q. Okay. 25 We've been talking a lot about insulation

Page 50 1 that you used at the Earl plant. All the things 2 we've been about the insulation applied to the 3 insulation used at the Greenville plant, or is that 4 different in some way? 5 A. We used pretty much the same stuff. I 6 just wasn't tearing off any that I can remember. I 7 think I pretty much worked on a new project. I 8 think it was gutted before we got there. 9 Q. Okay. 10 Were you -- did you ever wet the asbestos 11 before cutting it or removing it? 12 A. All the time we wet any, it was mixing up 13 the powder. 14 Q. Okay. Other than as we've discussed during 15 the last hour or so, to the best of your knowledge, 16 were you exposed to asbestos in any other way while 17 working for Daniel? 18 A. Not to my knowledge. I'm not sure what 19 was -- what was there. 20 Q. Are you -- to the best of your knowledge, 21 did you use any asbestos-containing materials, other 22 than insulation while working for Daniel? 23 A. No, I don't -- I don't think so. 24 Q. While working for Daniel, do you believe 25 that your exposure to asbestos was a result of the	Page 52 1 nuclear plants right around there close. I was 2 just trying to get another job, a better job. 3 Q. So did the insulation work essentially run 4 out at the Earl plant? 5 A. Yeah, they did -- came down to very 6 little. But it wasn't doing all the maintenance 7 anymore that they were, and it got down to just a 8 small little old crew there. And I was just -- 9 that was main reason I guess maybe. But really I 10 just need to try to find something new and get out 11 of insulation. 12 Q. Okay. In the latter years that you were at 13 Daniel, did your -- did the frequency of your 14 handling of insulation decrease? 15 A. No, it was pretty much the same thing all 16 the time. When work gets slow to some people gets 17 laid off, you're going to still -- if they were 18 still there, it's going to still be working. 19 Q. When did you start at Duke? 20 A. Sometime '79. I want to say maybe 21 February of '78 or '79. I can't remember which 22 year it was now. 23 Q. All right. And you mentioned earlier that 24 the first time you were at Duke you got laid off, 25 right?
Page 51 1 direct work you were doing with insulation as opposed 2 to being exposed to work being done by others around 3 you? 4 A. I'd say it would be to my direct use 5 because I done the same thing they did. I was 6 cutting, insulating on, cutting it out. 7 Q. Did you work in pairs or teams? 8 A. Usually worked in a couple people. 9 Q. And those would also have been Daniel 10 employees? 11 A. Yes, they'd all be working on the same 12 area on something, but it might be two of you guys 13 doing something else. 14 Q. What was your reason for leaving Daniel in 15 1978 I think you said? 16 A. Yeah, I was trying to get into work with 17 Duke, get off the road maybe and get a little 18 better job. 19 Q. You say get off the road. Why were you on 20 the road with Daniel? 21 A. Well, jobs were getting scarce. The 22 fiber plants were getting few and far between. I 23 mean, I could have traveled a good long ways and 24 worked as an insulator. But I was trying to get 25 on, stay around home, and Duke Power was building	Page 53 1 A. Yes, the nuclear plant was shut down. 2 Q. When did you -- when was it you got laid 3 off? 4 A. I was only there a year or so, so either 5 '79 or it was '80. I'm not sure exactly what the 6 layoff dates were. 7 Q. Okay. 8 A. But I was only there about a year. 9 Q. In that first year at Duke, where did you 10 work? What power plant? 11 A. Cherokee Nuclear Station, Gaffney. 12 Q. Is that the only one? 13 A. Yes. 14 Q. And during that first year, did you have 15 more than one job title? 16 A. No. I was -- I got into welding as a 17 welding MDE. 18 Q. Welding MDE? 19 A. Yes, testing pipes for cracking and 20 whatever. 21 Q. How did you get into welding? 22 A. Well, I just went down there and applied 23 for a job and took the first thing that was open. 24 And I had worked, piddled around with pipe a little 25 bit and welding, just around the house a little bit

Page 54 1 with my brother. But I was just trying to get into 2 something different. I didn't -- I wasn't trying 3 to get into the insulation group. I was trying to 4 get into something different, and luckily got into 5 an inspection group. 6 Q. Now, was this the first year you were in 7 the inspection group? 8 A. Yeah, I hired right in into inspection. 9 Q. That's the welding MDE? 10 A. Yes. 11 Q. Okay. So now did you inspect pipes for 12 cracking and then fix the cracks if you found them? 13 A. I didn't fix them, somebody else did if 14 there was any in it. 15 Q. So did you do any welding yourself? 16 A. No. 17 Q. In that first year doing the MDE 18 inspections, tell me physically what that involves? 19 A. Well, we went out and made sure all 20 piping was fit up and correctly put together and 21 configuration and done any -- after they finished 22 welding, we checked it for cracking and any other 23 irregularities we might see with dye test, magnetic 24 test. And if there was any problem in it since it 25 was a steel construction work, they ground it out	Page 56 1 insulating the pipe. But I wasn't -- my 2 understanding is the insulation by that point in 3 time wasn't asbestos containing. 4 Q. Is that what you understood at that time 5 that it was not asbestos -- 6 A. I guess at that time I didn't think about 7 it. But I understand now that it wouldn't be any 8 new stuff put on out there without asbestos in it 9 that date. 10 Q. Were the welders or other construction 11 workers that you were around in that first year at 12 Duke Energy, were they Duke employees? 13 A. Yes, all of them were. 14 Q. All Duke employees? 15 A. It was all Duke employees. 16 Q. So you weren't around outside contractors? 17 A. No. 18 Q. When -- when the other workers would remove 19 insulation, were you often physically present, say, 20 within ten feet of them doing that? 21 A. Down at the first -- at first year? 22 Q. First year. 23 A. They might be doing some close by. I 24 wouldn't have paid -- they wouldn't have been 25 removing much.
Page 55 1 and fixed it, so. 2 Q. In that first year with Duke Energy at 3 Cherokee Nuclear Station, do you believe you were 4 exposed to asbestos in any way? 5 A. Well, I didn't know if there was any 6 insulation -- wasn't no asbestos in the insulation 7 being put on at that time. If there was any 8 insulation or any asbestos coming from something 9 else, the insulation itself at that point in time 10 probably would not be asbestos, the way I 11 understand it now. 12 I'm sure it comes from other places other 13 than the stuff we put on. But I don't know what 14 else it was in. 15 Q. Let me back up now. 16 That 1979 to 1980, your first year at Duke 17 before you got laid off there, were you handling 18 insulation in your job? 19 A. No. 20 Q. Okay. 21 A. No, sir. 22 Q. Were you around or were you close -- in 23 close proximity to others when they were handling 24 insulation? 25 A. I'm sure there was -- yeah, they was	Page 57 1 Q. I guess I'm trying to make sure I 2 understand how you interacted with the construction 3 workers, including welders as an inspector. 4 Did you -- and I don't mean this in a 5 negative way, but were you kind of over their 6 shoulder while they're doing the work, or did you -- 7 did they do the work and then call you in to come 8 inspect? 9 A. We would be covering different areas. I 10 might have four or five rooms that I'm looking over 11 just checking on -- be a lot of different work 12 going on, I'd be going from one place to the other. 13 And if they say they is going to take some metal 14 off something, I might watch them take that off, 15 fix it and then retest it while I was there. Or I 16 might move on, come back in a little while. 17 Q. Okay. 18 Is there any other way in which you think 19 you may have been exposed to asbestos in that first 20 year with Duke Energy? 21 A. Not unless it's coming off grinding disks 22 and stuff like that that may have had asbestos in 23 it. But other than that, we wasn't building 24 anything around there that would have had it in 25 there I don't think on any piping, or anything like

Page 58 1 that. 2 Q. The grinding disk that you mentioned, is 3 that something that you would have used? 4 A. No. I'd been in the area when tons -- if 5 there was 50 workers in that area, might be a dozen 6 or two of them grinding them welds. 7 Q. Grinding welds? 8 A. Yeah. Excuse me. 9 Q. Now, is the grinding disk itself that may 10 contain asbestos; is that right? 11 A. I understand maybe some of them did. But 12 I don't know that. I didn't know back then for 13 sure. 14 Q. Do you happen to recall the name brand or 15 manufacturer of those welding disk? 16 A. No, sir, I wouldn't have been involved in 17 it. 18 Q. All right. Then after you were laid off, I 19 think you said probably 1980, right? 20 A. Must have been, somewhere along that. I 21 went back to work for Duke in '81. So I wasn't 22 gone very -- 23 Q. Okay. In the intervening time, you worked 24 for Jurgen Construction; is that right? 25 A. Yes, some of the time and some -- couple	Page 60 1 Q. Just different employer? 2 A. Yeah, some -- they brought down their 3 maintenance team from up north, or whatever they 4 had their other Stouffer's plants, and some of us 5 was hired in with those guys. 6 Q. Do you remember the name of that company? 7 A. No, I do not. 8 Q. Okay. 9 And that company replaced Jurgen as the 10 general contractor? 11 A. Yeah, we mostly just finished up the job. 12 Jurgen got run out of the place for -- well, I 13 don't know exactly what they done. But 14 construction, they got run off site. Some few of 15 us were picked up by this company. 16 Q. Probably wanted to get paid more money or 17 something, right? 18 A. I'm not sure what they were doing. 19 Got an idea, but. 20 Q. Do you -- do you think you were exposed to 21 asbestos when working construction again in 1980, 22 '81? 23 A. I don't think so. 24 Again, it was a new project. 25 Q. So you were working with insulation, but
Page 59 1 little small companies that I don't remember the 2 names of. 3 Q. Would you have worked at Jurgen between -- 4 or parts of 1980 and 1981? 5 A. I think so. 6 Q. And what did you do with Jurgen? 7 A. I was insulating. 8 Q. And do you recall -- did you work, I guess, 9 on various project sites for Jurgen? 10 A. No, I went to work at -- they was 11 building Stouffer's Foods in Gaffney, South 12 Carolina. I went back there and worked there for a 13 while. 14 Q. Was that a -- like a warehouse? 15 A. No, it's actually where they do their -- 16 cook their food over there. Stouffer's Foods. 17 Q. So I guess manufacturing? 18 A. Yes. I worked through the first phase of 19 that with Jurgen, and then Jurgen was removed from 20 the site due to for whatever reasons, and I went to 21 work for some little company about -- that finished 22 up another phase in there. They hired me in. Most 23 of the guys got run off. 24 Q. Same project? 25 A. Yes.	Page 61 1 you don't believe that insulation contained asbestos; 2 is that right? 3 A. That would be a new -- new stuff at that 4 time. I don't think so. 5 Q. Other than the Stouffer's Foods project 6 site, did you work on any other construction project 7 in projects in that '80 to '81 time frame? 8 A. I picked up just little work here and 9 there. But I don't -- little companies. But I 10 don't even remember who it was. A weekend here or 11 something like that. I probably might have been 12 working weekends when I was still with them. But 13 again, that would have been new work doing 14 something. 15 Q. And you don't believe you were exposed to 16 asbestos on those other kind of weekend odds and ends 17 jobs either? 18 A. Couple odd and end jobs, I was just 19 putting metal over insulation that already been 20 there. I was a decent metal cutter so I done a lot 21 of finish work. 22 Q. Okay. All right. At some point you 23 returned to Duke you said, right? 24 A. Yes. 25 Q. When was that?

Page 62 1 A. November I think of '81. I know it was 2 '81. Early -- early November, I believe. 3 Q. Clemson's National Championship Year? 4 A. Yeah. 5 Q. How long did you stay at Duke the second 6 time around? 7 A. I've been still there. 8 Q. Still there? 9 A. Yes. 10 Q. Excuse me, you said you lived in Six Mile, 11 I just assumed you were a Clemson fan? 12 A. I am. I was before I went down there. 13 But I was, yes. 14 Q. And which power plant did you work in when 15 you first got back to Duke in November '81? 16 A. I hired in at Catawba Nuclear Station. 17 Q. And were you again an -- 18 A. It's the same. I was a welding 19 inspector -- 20 Q. MDE? 21 A. -- MDE inspector. 22 Q. Okay. 23 Have you been an MDE inspector the entire 24 time you've been at Duke? 25 A. Yes.	Page 64 1 A. Again, I'm around a lot of grinding and 2 that kind of -- that kind of work that I understand 3 still may have had asbestos in their grinding 4 disks. 5 Q. Okay. 6 A. But I don't know who made them or 7 anything like that, where that's even a fact. 8 Q. Do you know if asbestos was ever used in 9 grinding disks used by welders? Do you know if at 10 some point they have ceased to use asbestos in those 11 grind disks? 12 A. I have no idea. 13 Q. Other than the possibility of the grinding 14 disks used by welders while you're in the area, is 15 there any other way in which you think may have been 16 exposed to asbestos while working at Catawba? 17 A. Well, I worked in all the rooms, so on 18 there I don't know what was in them previously, 19 what was insulated previously, or anything like 20 that I wouldn't have known. 21 Q. Okay. Well, were you in close proximity to 22 those areas when they were doing tear out or anything 23 else that would make the -- for dusty conditions? 24 A. Well, on a construction site similar to 25 that, it's always dusty. I mean, different things
Page 63 1 Q. Now, does MDE inspector only pertain to 2 welding? 3 A. Yes. What we're doing is checking for 4 problems in the weld metal itself when they're 5 tying something together, be it pipe or vessels. 6 Q. Is there anything about your work at 7 Catawba Nuclear Station that would differ in any 8 significant way from your work at Cherokee Nuclear 9 Station? 10 A. It was all new work, but there is a lot 11 of asbestos material still there. They test it 12 now. 13 Q. At Catawba? Is that Catawba there's a lot 14 of asbestos material? 15 This is the old material; is that right? 16 A. Yeah, it was stuff that was put in there 17 during the early part of construction. 18 Q. And would you tear that out? 19 A. No, I did not. 20 Q. Were you in close proximity to those that 21 were tearing that out? 22 A. No. Not to my knowledge anyway. 23 Q. Do you have any reason to believe that you 24 may have been exposed to asbestos while working at 25 the Catawba Nuclear Station?	Page 65 1 going on that I wouldn't know where -- you know, 2 what the dust was coming from normally. 3 Q. A lot of dust would come from something 4 other than insulation? 5 A. Oh, yeah, it could be from a lot of 6 things. Dust would be deep in anywhere where 7 you're walking caused by multitude of reasons. 8 Q. Okay. How long were you at Catawba? 9 A. Until '85. 10 Q. All right. And then where did you go after 11 Catawba? 12 A. Oconee Nuclear Station. 13 Q. Did you perform the same job there? 14 A. Yes, sir. 15 Q. Did you encounter the exact same working 16 conditions there? 17 A. No, Oconee is an old plant, so it was -- 18 we knew there was asbestos all over there. They 19 had to get it tested and try to keep it down as 20 much as they can. 21 Q. Did they ever attempt to kind of remove it 22 all? 23 A. They have in some areas removed it all, 24 went in there and removed entire rooms. 25 Q. Did you work there that time?

Page 66 1 A. Not while they was doing it. 2 Q. Okay. They would close that area off, 3 right? 4 A. Oh, yeah, it's pretty elaborate operation 5 nowadays taking it out. 6 Q. Do you have any reason to believe you may 7 have been exposed to asbestos while working at the 8 Oconee Nuclear Station? 9 A. Probably could have been. I'm sure I was 10 at times because, you know, it's just a dusty old 11 plant in some areas. 12 And while working at Oconee, we covered 13 all the fossil plants in the lower part of the 14 South Carolina and all the hydro plants, we done 15 all the -- we went to those places to do 16 maintenance check things also. 17 Q. I got hydro plants, what was the first type 18 of plant? 19 A. Fossil plant or coal burners. 20 Q. All right. 21 Now, you covered -- make sure I understand, 22 you covered all the fossil plants and hydro plants in 23 South Carolina while you worked at Catawba; is that 24 right? 25 A. No, at Oconee.	Page 68 1 likely place because the plants were all old, we 2 worked in the boilers, and I would say more so than 3 the nuclear plants that's where we'd have a run-in 4 to it in. 5 Q. Why were you working in the boilers? 6 A. Well, we -- what I do now and was I done 7 different parts of MDE all along, but I also do 8 ultrasonic inspections where we do check wall 9 thickness and so on. Also other than look for 10 crack weld, also check wall thicknesses. And we'd 11 go in the boilers and check the tubing a lot of 12 time, see how much wear was there. If they cut out 13 sections if they had seen some leaks in, their 14 steam leaks and whatever. So we do a lot of that 15 checking thickness of piping. 16 Q. Now, is the tubing on the outside of the 17 boiler? 18 A. Inside and outside, yeah. 19 Q. Would you physically have to crawl inside 20 the boiler? 21 A. Oh, yes. 22 Q. When you were -- when you had to go inside 23 a boiler, would you wear protective gear? 24 A. In the later years we have. Early on we 25 wouldn't necessarily always have a respirator on.
Page 67 1 Q. Oh, I'm sorry, when you worked at Oconee? 2 A. The ones in the lower part, and later on 3 when I come back to McGuire, we covered them the 4 entire, we'd do them all. 5 Q. When you say lower part of what? 6 A. In the Clemson area within a 40, 50-mile 7 there, there are several fossil plants and hydro 8 plants that we do any kind of checking on. 9 Q. When you say lower part of the state of 10 South Carolina? 11 A. Well, the Piedmont area, yeah. The lower 12 part of Duke's territory. 13 Q. You start a fight by calling Clemson in the 14 lower part of the state of South Carolina. 15 A. Well, you getting a different power 16 company out there in the lower part. 17 Q. Okay. 18 How many of these plants were there? 19 A. Well, there's two fossil plants that we 20 covered and a number of old hydro plants. 21 Q. Okay. At these other plants that you, I 22 guess, serviced while working out of Oconee, do you 23 have any reason to believe you may have been exposed 24 to asbestos while working at those plants? 25 A. I would think that would be the most	Page 69 1 But most of the time we would inside. On the 2 outside we would not, we was working on the outer 3 tubes. 4 Q. So usually wore a respirator inside? 5 A. Um-hum. 6 Q. And at some point that became always wore a 7 respirator inside; is that right? 8 A. Yes, we now last good many years have 9 been. 10 Q. When do you think you got to the point 11 where you always wore a respirator? 12 A. I'm not sure the date there, but had to 13 be mid to late 90s if you was working inside there, 14 you would be. That was warm for really for I guess 15 asbestos, too, maybe, I don't know. But it was 16 really for the -- what is it, that produced inside 17 them things. Arsenic almost is what you could be 18 exposed to arsenic inside those boilers. 19 Q. Speaking of safety equipment, we talked 20 about whether or not you used safety equipment at 21 Daniel, but I don't think other than what we just 22 discussed inside the boilers that we talked about 23 safety equipment at Duke? 24 A. Um-hum. 25 Q. At any point, did you begin to wear like

Page 70 1 any safety equipment, even like a dust mask when you 2 were going to be working in dusty conditions? 3 A. No, not unless we was in a boiler or 4 something. They don't even issue the dust masks at 5 all. 6 Q. So even to this day, if you were working in 7 dusty conditions, you won't wear a dust mask? 8 A. No, you're in a bad area, you'll wear a 9 respirator. 10 Q. Okay. At what point did you start wearing 11 a respirator when you would be -- when you would be 12 working in dusty conditions? 13 A. At the fossil plants, the only time we 14 wear them is inside a boiler. At the nuclear 15 plants we only wear them for radiation protection. 16 Q. The respirators? 17 A. Yeah. Contamination. 18 Q. When would that be? Would that be there's 19 some alarm -- I don't know that much about the power 20 plants. 21 A. Well, certain areas you just had to -- 22 contamination due to maybe a leak or something, 23 require you to wear them. But not for just dust, 24 no. 25 Q. So that would be as far as frequency, would	Page 72 1 grinding on it, they had to grind it slick for us 2 to do the job we do now. So almost all welds are 3 ground fairly flush. 4 I do more ultrasonic inspections than 5 anything else anymore. And that's what everything 6 has to be smooth. So everything we do is ground 7 prior to us getting there or while we're there. 8 They might be working out ahead of us, but it has 9 to be grind. It has to be grinded smooth. 10 Q. When was the last time you worked in an 11 older plant that you believe probably contained dust 12 from asbestos insulation? 13 A. Not in the last five or six years. We've 14 gotten away from the fossil plants. 15 Q. Okay. 16 A. I don't know who does them anymore. We 17 don't inspect them except on a rare occasion 18 they'll call us in to do something, very rare. 19 Q. So does that mean you may have worked, say, 20 as recently as 2000 in a plant in which you believe 21 there may have been asbestos dust? 22 A. I would say so. 23 Q. And going back 2000, when you were working 24 around what you believe may have been asbestos dust, 25 would you not wear any protective gear?
Page 71 1 that be an exceptional circumstance? 2 A. Couple times a year you may go in a room 3 30, 40 minutes, an hour. 4 Q. I got you. 5 Now, the times when you think you may have 6 been exposed to asbestos while working at the -- 7 these other fossil plants or the hydro plants, you 8 think the exposure was as a result of the work you 9 were actually doing or being around others doing 10 work? 11 A. Most of the time it would be just the 12 conditions of the fossil plants. They were just 13 old and every pipe might have a half inch of dust 14 on there, whether it be -- whatever it could be. 15 So I don't think there's a big effort been made in 16 fossil plants to remove all that insulation. They 17 do try to cover it up sometimes with some more 18 metal until -- or something, but. 19 Q. Well, would the exposure -- your -- your 20 concern about exposure in those situations, those 21 places, would it have been just simply walking by 22 pipes covered in dust, or was it somebody working on 23 them? 24 A. Oh, we -- we work on many times we 25 working on them -- somebody that's probably been	Page 73 1 A. Not unless it was going to clean it off 2 ourselves or something, brush a pipe off or 3 something, might wear something. 4 Q. But if you were just in a room when others 5 were doing that, you wouldn't wear anything? 6 A. Most of the time if they were putting on 7 insulation or taking off insulation, they don't let 8 you in there. Just general walking through the 9 place, it would be exposure. 10 Q. Okay. Now, is it true back in the 80s when 11 you were working at Duke, would they not let you in 12 the area if they were putting on or taking off 13 insulation? 14 A. Taking -- if they were taking it off and 15 in the 80s, they would probably rope that little 16 place off and put plastic around it. But putting 17 on they don't bother you putting it on, and 18 cleaning the area, they don't stop working there. 19 Q. Okay. When you say put plastic around it, 20 do you mean like plastic sheets? 21 A. Yeah. They actually go in if they take a 22 little section off or some reason, say, somebody's 23 going to work on it or inspect it in some cases, 24 they go in and do whatever they do. I think they 25 wet it down and cut it off. I'm not sure what they

Page 74 1 do exactly. 2 Q. After -- did you tell me how long you 3 worked at Oconee? I don't think you did. 4 A. From 1985 to '92. 5 Q. Okay. Sorry, I was talking into my paper 6 there. 7 And after you left Oconee in 1992, where 8 did you go work then? 9 A. McGuire Nuclear Station out of 10 Huntersville. 11 Q. Where is that? 12 A. Out from Huntersville, between 13 Huntersville Cornelius, I think it's got a 14 Huntersville address. 15 Q. Is that South Carolina or North Carolina? 16 A. North Carolina. 17 Q. Are you still working there today? 18 A. Yes. 19 Q. And have you had the exact same job while 20 the entire time working at McGuire Nuclear Station? 21 A. Yes. 22 Q. And that's the MDE inspector? 23 A. Yes, sir. 24 Q. Do you have any reason to believe you may 25 have been exposed to asbestos while working at	Page 76 1 is it your belief that that insulation from 1992 to 2 present, would not contain asbestos? 3 A. I don't think it does. All I am -- I 4 restate that. I'm sure it wouldn't nowadays. It 5 has to be tested. 6 Q. From that period of 1992 to the present, 7 you still have concern that you may have been around 8 welders using asbestos-containing products or tools? 9 A. Probably could be. I mean, I don't know 10 what they use. I have no idea. I would say from 11 old dust and stuff would be more concern than 12 somebody grinding something on me. 13 Q. Was the grinding disk different from a 14 grinding wheel? 15 A. No. 16 Q. Same thing? 17 A. Well, grinding wheel I would say is 18 something nonportable someplace, but grinding disk 19 is something you working with out there. Wheel 20 maybe. I'm not sure what you'd describe as a 21 grinding wheel. 22 Q. That's a good point. 23 Other than what you've just described about 24 possible exposure to McGuire, can you think of any 25 other ways in which you may have been exposed to
Page 75 1 McGuire? 2 A. Again, it's hard to say. I mean, if they 3 removing something, they'll rope it off. But if 4 they're not, you know, it's got miles of pipe, pipe 5 racks. I'm sure I have not been, never will be 6 cleaned up very well. 7 Q. And the concern about the pipe racks would 8 be old insulation on them; is that right? 9 A. Insulation. 10 Other pipe they do fine. A lot of it 11 still has asbestos. If we're working in there, 12 they had to test it prior to us working in it. 13 Take a sample plug. 14 Q. Okay. But if I understand you right, if 15 they are removing insulation at McGuire, you're not 16 allowed in that area, correct? 17 A. No, they'll put a tent around it. 18 Q. Tent? 19 A. Yeah. 20 Q. Okay. 21 A. Plastic shield. You can see them in 22 there working. They just taking it off. If you 23 want to watch them, I know what they're doing in 24 there, so I don't pay them any attention. 25 Q. And if they're installing new insulation,	Page 77 1 asbestos while working at McGuire? 2 A. No, like I say again, we traveled around 3 to all those fossils and all out of there same way. 4 But no different. 5 Q. How many -- working out of McGuire, how 6 many fossil plants do you cover? 7 A. In the last four or five years, none, but 8 at one time, five or six or seven, all of them, how 9 many they have. 10 Q. And these fossil plants that you covered 11 while at McGuire, were they in the same kind of dusty 12 condition that you described for -- 13 A. Yeah, all of them is fairly old. I mean, 14 some of them got new sections to them. But all of 15 them got some years, and I'm not sure what their 16 dates are. I'm sure all of them would have some 17 asbestos products in it. Especially around your 18 boilers and stuff which I'm sure that would have 19 had to have been used if there was any age on it at 20 all. 21 Q. Now, taking into account what you just told 22 us about the fossil plant that you would also cover 23 while at McGuire, can you think of any other ways, 24 other than what you've described, in which you may 25 have been exposed to asbestos while working in or out

Page 78 1 of McGuire? 2 A. No. I mean. 3 Q. To the best of your knowledge, have you 4 explained all of your possible asbestos exposures? 5 A. I hope so. 6 Q. To the best of your knowledge, have you 7 identified all asbestos-containing products that you 8 claim you were exposed to? 9 A. Yes, I don't know the product names or 10 nothing like that anymore, but if I ever did. 11 Q. And that was my next question, whether or 12 not you had identified all the manufacturers or brand 13 names of asbestos-containing products that you claim 14 you were exposed to? 15 A. Yeah, and I have no idea what Duke has in 16 their plants. They didn't put -- Duke Power 17 plants, I didn't install any insulation in those, 18 so I don't know what kind of insulation. I have no 19 idea what they put in back then. 20 Q. Does Duke make dust masks available to you 21 in your work? 22 A. I don't -- normally not, I would say 23 because if we're working in -- now in the nuclear 24 side of it, I'm not in a very much at all dust. 25 Respirators are mainly for radiation protection. I	Page 80 1 more questions about health and things of that nature 2 later. Thank you very much. 3 A. Thank you. 4 (A BRIEF RECESS WAS TAKEN.) 5 EXAMINATION 6 BY MR. YNTEMA: 7 Q. On the record, Mr. Moss. My name is Brady 8 Yntema, and I'm from Greensboro and we met 9 previously. 10 A. Yes. 11 Q. I'm going to step you back through some of 12 the plants that you previously had covered, but I'm 13 going to be asking specific questions about those 14 plants, okay? 15 So in other words, don't get frustrated 16 with me when you have already testified to a plant 17 and I'm asking you about it again, okay? 18 A. Okay. 19 Q. I'm going to take you back to your time at 20 Earl, North Carolina and that project site while you 21 were working for Daniel Construction. 22 A. Yes, sir. 23 Q. You had mentioned that that was new 24 construction? 25 A. Well, yeah, new and old. I was doing
Page 79 1 mean you've got some areas that are dusty than 2 others, but you don't consider them that dusty. 3 Q. Do you know if they do any air monitoring 4 at these Duke Power plants that you worked at? 5 A. They probably do. I know they do for 6 radiation. But I don't know about just the air 7 itself. They might. 8 Q. Okay. 9 A. They probably do, I don't know. 10 Q. Speaking of air testing, do you know if any 11 air testing was done at the two Fiber Industry plants 12 you worked at when you worked at them? 13 A. No, I'm sure that wasn't done. 14 Q. When did you first learn that asbestos 15 might be dangerous to your health? 16 A. I may have known it in the late 70s, but 17 I didn't really become aware of it that people were 18 having problems with it until, well, late 70s 19 because I knew some people that had asbestosis in 20 the late 70s. 21 Q. Okay. That's all the questions I have 22 right now in your work history, and I'm going to let 23 some -- I'm going to rest my mouth and let some other 24 attorneys have a chance to ask you some questions. 25 And then we'll come back around and I'll ask you some	Page 81 1 maintenance there also. 2 Q. All right. And you said -- first, you said 3 that there was some additions, three or four large 4 additions that you worked with -- 5 A. Yeah, they added different base of 6 buildings. 7 Q. Okay. Same rules apply to me, meaning that 8 please let me ask my question and then answer it. 9 Again, the court reporter, it's hard for him to take 10 down my question over top of your answer. 11 Again, with respect to the three or four 12 large additions there at Earl, were those new 13 construction additions? 14 A. Yes. 15 Q. All right. And when I say new construction 16 additions, I mean new building construction? 17 A. Yes. 18 Q. All right. And with respect to those three 19 or four large additions, were there other trades 20 working there while you were working on the 21 insulation? 22 A. Yes, all -- I suspect every trade in 23 construction from cement to welding to whatever 24 when you got a new site going on. Little bit of 25 everything going on.

Page 82 1 Q. All right. And do you recall a carpentry 2 trade there working on those three or four large 3 additions while you were there? 4 A. I'm sure there would be at some phase 5 towards the -- once it's roughed in. 6 Q. Do you remember the carpentry trades being 7 there -- 8 A. No. 9 Q. -- while you were working? 10 A. No. 11 Q. So with that no answer, my next question 12 would be, so you don't recall any particular 13 materials or products that the carpentry trade may be 14 using with respect to those three or four large 15 additions? 16 A. No, I don't know what they would be 17 using. 18 Q. All right. Any other new building 19 construction there at the Earl plant that you 20 remember being in or around? 21 A. Like I said, it was adding additions to 22 several buildings. If they was there, I worked in 23 all of them. Our trade went into all of them. 24 Q. Okay. With respect to existing buildings 25 there at the Earl site, with respect to the existing	Page 84 1 Q. With respect to you said you worked on some 2 roofing while at the Earl site, do you recall that 3 testimony? 4 A. Yes, I would have been doing the duct 5 work on the roof. 6 Q. All right. And in doing the duct work on 7 the roof, would that be removing pieces of an 8 existing roof? 9 A. Not of the roof. I wouldn't be taking 10 nothing apart on the roof, no, sir. 11 Q. All right. So you wouldn't be actually 12 cutting into a roof? 13 A. No, sir. 14 Q. So as far as roofing materials, you would 15 have never handled or been around any roofing 16 materials? 17 A. I may have been around it, I wouldn't 18 have handled any. 19 Q. All right. Do you recall ever being around 20 roofing materials? 21 A. Yeah, I was around it. The block they 22 put on top of roofs and that they put the gravel on 23 and the tar on. I mean, we was working in the 24 general areas of different sections of different 25 buildings.
Page 83 1 buildings, was there any new building construction 2 within those old facilities? 3 A. I don't know. If they were, if it was 4 major, we would have got involved. If it was 5 something small, I'm sure a fiber maintenance team 6 would have handled something small in it. If it 7 was big, we would have changed it out or took it 8 out and put new in or something. 9 Q. And with respect to, again, new building 10 construction in the existing buildings, do you recall 11 the carpentry trades being there ever? 12 A. I'm sure they were. I don't -- I never 13 been on construction site that wasn't carpentry 14 going on. 15 Q. Well, I'm asking you, you say you're sure 16 though. Well, that's kind of based on an assumption. 17 But do you actually recall carpenters being there? 18 A. I wouldn't pay them any attention. I 19 mean, I'm sure, you know. But I'm building 20 something, I've got carpenters on the job. So I 21 just assumed they were there. 22 Q. All right. So assuming they were there, do 23 you recall any materials that the carpenters would be 24 using? 25 A. No.	Page 85 1 Q. Sure. 2 And so you were actually on the roof while 3 the roofing materials were being applied at the Earl 4 site? 5 A. Might have been on one section of it. I 6 mean, I would be doing work finishing up duct work 7 on a roof or piping on a roof. I wouldn't be right 8 there while he was putting down the tar and so on. 9 I wouldn't be right up, you know, same place 10 they're in, no. 11 Q. Okay. Well, looking back on your time 12 there at the Earl project site and, in particular, 13 the roof, do you recall any products or materials, 14 meaning the brand name or manufacturer of any 15 products or materials that were used? 16 A. No, sir, I wouldn't remember any -- any 17 of the materials they were using. I wouldn't have 18 paid any attention. 19 Q. All right. You described a block type tar? 20 A. Not block tar -- most constructions when 21 they put a roof on -- this is not -- any kind of 22 building around that's got flat tops, it's going to 23 have -- in fact, it's a stone block and then it's, 24 you know, it's covered with gravel and whatever. 25 Q. All right.

Page 86 1 A. I don't know what it's made of. I have 2 no idea. 3 Q. Do you remember any particular kind of 4 packaging that the tar came in? 5 A. No, no, sure don't. 6 Q. Do you remember the construction workers or 7 the roofers melting down the tar? 8 A. Oh, yeah, seen it many times. 9 Q. All right. And they would melt it down on 10 the ground? 11 A. Most of the time, and then it went up. 12 Q. They would belt it up to the top? 13 A. Yes, sir. 14 Q. Okay. But you wouldn't be in close 15 proximity when they were putting that down, right? 16 A. No. 17 Q. Would you actually be on the roof at all 18 while they were applying the tar? 19 A. I could be on another section that was 20 completed or something. I mean, I watched it go 21 on, so I was where I could see a lot of it. 22 Q. Any other materials other than gravel and 23 tar that you recall the roofers using? 24 A. No, gravel and the block. The block was 25 usually two-inch blocks, sometimes one-inch block	Page 88 1 Q. Outside work in comparison to inside work, 2 would it be 50/50 or a different percentage for 3 allotted to each? 4 A. Probably more inside than outside I would 5 think. 6 Q. All right. 7 A. Once you got roughed in, you know. 8 Q. So less than 50 percent of your job was 9 outside? 10 A. Yeah, I -- I couldn't give you a number. 11 But probably construction is probably 50/50, I 12 don't know. Well, I'd say it's a little more 13 inside because you've got a lot of piping inside 14 that you don't have outside. 15 Q. All right. Do you remember any drywall 16 installation at the Earl plant? 17 A. Oh, yeah, drywalled in all your 18 buildings. I mean, I watched tons of that go on in 19 the mudding it up and whatever. But I wasn't 20 involved in watching knowing what they put there. 21 Q. All right. Well, would the drywall 22 installation, would those folks come in after you 23 were done insulating the pipes? 24 A. It would probably be going on all during 25 the same amount of time.
Page 87 1 that they put in. And it was tarred. Depends on 2 what kind of roof it was, no, I wasn't really 3 watching what they done. 4 Q. And I understand, you know, sitting there 5 staring -- 6 A. I wouldn't know what they were putting on 7 it would be. 8 Q. How much of your time was spent doing work 9 on a roof while -- during your time at Earl? 10 A. How was it spent? 11 Q. No, how much of your time. And just give 12 me a percentage of all the amount of time that you 13 had at Earl, how much of that time was spent doing 14 work on the roof? 15 A. I'd say a fair amount of time if the 16 weather was pretty. In construction work, you kind 17 of outside on the roof or somewhere when it's 18 decent, and then you run and you do whatever under 19 something when you can. So a good bit. 20 I don't know what kind of percentage it 21 would be. But we insulated duct and we done piping 22 and we done large water tanks, or whatever kind of 23 tanks we insulated those on top of buildings. So 24 there's a lot of work that went on outside on top 25 of buildings.	Page 89 1 Q. So they would be in the interior of the 2 plant while you were in there insulating pipes? 3 A. A lot of times, yes. 4 Q. All right. Would they be in your general 5 location while you were insulating pipes? Meaning 6 within arms reach? 7 A. Probably not right -- no, probably not in 8 arms reach. We'd be in the same building doing 9 different things. 10 Q. Now, as far as being within the same 11 building, I know plants are fairly big. So a 12 building, it may be a hundred yards away from you. 13 How was the closest you recall being to a person 14 installing drywall at the Earl plant? 15 A. Probably went right by them within a few 16 feet a lot of times. I mean, I wasn't really 17 paying them any attention. Construction business, 18 everybody is doing something around you all the 19 time and you're not necessarily paying attention to 20 their job. A lot of cases don't know what their 21 job was. 22 Q. Well, would you be next to a drywaller on a 23 day-to-day basis at the Earl plant? 24 A. In some areas of construction, yes, you 25 know.

Page 90 1 Q. And then when that phase of construction 2 was over, the drywallers were gone? 3 A. A lot of times when drywallers get out of 4 there, then they start hanging long stuff, pack 5 wraps and so on. It just -- I guess it depends. 6 Q. Well, were drywallers on the site -- at the 7 Earl site on a day-to-day basis, to your 8 recollection? 9 A. Probably come in different stages. I 10 mean, they wouldn't be there until -- until the 11 building was roughed in. So not daily they're not 12 there. Once they start, they're there. They may 13 leave before I do on a job, you know. 14 Q. All right. 15 A. Their job might take two or three months, 16 and my job I was doing might take six months in 17 this same little building area. 18 Q. Okay. And was new -- new building 19 construction, meaning inside and outside, was that 20 taking place during your entire time from 1970 to 21 1978 at the Earl facility? 22 A. Biggest part of it, they might have been 23 through building before I left there. Seemed like 24 they was always adding on another building. But I 25 would say last little while I was there, it may not	Page 92 1 you around new building construction at the 2 Greenville, South Carolina plant? 3 A. I don't think I was involved in anything 4 new there. 5 Q. All right. 6 A. We were -- we were finishing up some -- 7 some kind of equipment they put in, they was going 8 to be running something hot through it. And we was 9 moved to that site to take care of that. I don't 10 think I worked in anything new. 11 Might have run some new pipe across the 12 roof a few places, but mainly I was inside another 13 building, and been there while they was gutting and 14 doing something. It was a remodeling deal. 15 Q. All right. With respect to the roof, same 16 line of questions. Do you remember the materials 17 that maybe were used with respect -- 18 A. Didn't see any new roof work going on 19 there. I worked on the roof, put some pipe in, 20 but. 21 Q. I appreciate that. 22 With respect to the remodeling that was 23 taking place at the Greenville, South Carolina plant, 24 do you recall whether there were drywallers with 25 respect to that remodel?
Page 91 1 have been any necessarily new construction going 2 on. 3 Q. The last, what, year or two? 4 A. Yeah, yeah. That's good, I guess. 5 Q. Okay. 6 A. I don't really know. 7 Q. I understand. 8 Now, with respect to the materials -- I'm 9 sorry, with respect to the materials that the 10 drywallers were using, can you name the manufacturer 11 or brand name of any of the materials? 12 A. Oh, no, wouldn't have any idea what they 13 used. 14 Q. Any containers that come to mind that they 15 were using? 16 A. No, no. 17 Q. All right. Do you know if any of the 18 materials that they were using contained asbestos? 19 A. No, I wouldn't know. Would have no idea. 20 Q. Thank you for that. 21 Moving on from the Earl plant, you said 22 that you spent a few months, maybe three months in 23 the Greenville, South Carolina plant? 24 A. Um-hum. 25 Q. Again, the same line of questioning. Were	Page 93 1 A. I don't think so. We was -- they was 2 putting in a big piece of equipment there. I'm not 3 sure what it even done. But it was ready for us to 4 insulate when we got there. We was coming in to 5 help out somebody who was behind. And so was there 6 couple two or three months helping tie in 7 everything. 8 Q. So is it fair to say that you do not recall 9 any drywall being there? 10 A. No, I don't, no. 11 Q. All right. We've been to the -- your 12 employment with Duke in that first year '79 to '80, 13 you mentioned in your testimony new construction. 14 Did you mean new building construction that 15 you were involved in, in that first year at Duke? 16 A. Yeah, there were some smaller buildings 17 being constructed. Mostly we was working on the 18 reactor itself. 19 Q. All right. Would you have been involved 20 with the -- any new building construction? 21 A. I wouldn't have been involved in any, 22 other than piping going through it. 23 Q. Well, how much of your time during that 24 first year would have been spent insulating pipes in 25 that new building construction?

Page 94 1 A. I was not insulating any pipes when I was 2 with Duke. 3 Q. That's right. You were doing the 4 inspections and testing? 5 A. Right. 6 Q. I apologize for that. Thank you. 7 Would you have had to go to that new 8 building construction to do any inspections of the 9 pipes? 10 A. I would have been in and out of every 11 building they would have had just in and out. 12 Q. And do you recall being in the new 13 buildings while they were being constructed? 14 A. Not in particular, no. 15 Q. All right. 16 A. I mean not for no drywall part. 17 Q. Okay. Any roofing part? 18 A. Any what? 19 Q. Any roofing part of the installation? 20 A. No. 21 Q. So you can't testify as to what materials 22 may have been used in either -- 23 A. No, we wasn't putting on any roofing in 24 the area I was working in, 90 percent of the time 25 anyway.	Page 96 1 plant in Gaffney. 2 Q. So that was a new -- that was a new 3 building? 4 A. Yes, sir. 5 Q. And again, the same line of questions. You 6 probably know what I'm going to ask. Were you 7 involved on the roof insulation on the roof? 8 A. Yes, I was -- I was involved in 9 insulating it, yes, duct and piping. 10 Q. All right. While you were on the roof 11 there at the Stouffer's Foods plant, were there -- 12 was the roof being installed or applied? 13 A. No, I think it was already time I worked 14 on it, there wasn't any roofing being put on, that 15 I can remember. 16 Q. So you can't recall any particular brand 17 name or manufacturer of any of the roofing materials? 18 A. No, sir. 19 Q. All right. Now with respect to -- with 20 respect to the interior of the building, do you 21 recall any drywall work being done? 22 A. Oh, yeah, there was -- it was going on 23 while I was inside. 24 Q. And you were -- it was going on while you 25 were insulating pipes?
Page 95 1 Q. Okay. 2 A. We were in the -- we were in the field 3 coming out of there with steel. 4 Q. All right. And with respect to the -- any 5 drywalling, do you recall any drywalling going on in 6 that first year? 7 A. No, no. I'm sure there was a little bit, 8 but I wouldn't have been -- I'm sure there's so 9 many little buildings they were building the house, 10 everybody and offices -- all that was going on, I 11 just wasn't -- wasn't anything being inspected much 12 in those office buildings. I wasn't concerned with 13 the piping in that part of the world. 14 Q. Right. Right, because? 15 A. That wasn't -- yeah, that was just 16 plumbing type work, so. 17 Q. All right. Your employment at Jurgen 18 Construction. You say that you were employed there 19 through parts of 1980, 1981? 20 A. Somewhere in that area, yeah. I was 21 insulator there also. 22 Q. Okay. And again, were you involved in any 23 new building construction with Jurgen Construction 24 Company? 25 A. Yes, we were building the Stouffer's Food	Page 97 1 A. Oh, yes. 2 Q. Do you recall any of the materials or the 3 manufacturers or brand name of any of the materials 4 being used by the drywallers? 5 A. No, I don't have any idea what they used. 6 Q. That's why I kept plowing through that one 7 question. 8 A. I realized what you were doing. 9 I was getting you messed up over there, I 10 apologize. I knew what I was going to say. We 11 done answered the same question there. 12 Q. He's allowed to kick me, but not you. 13 A. That's fine. 14 Q. And same -- same questions with regard to 15 the small construction company that you worked for 16 after Jurgen was kicked off the premises. 17 Do you recall being around any drywallers 18 while working for that small construction company? 19 A. They would have been there. I don't 20 recall dealing with them because we was adding new 21 stage to the building again. So all that would 22 have been going on somewhere around me. 23 Q. Do you remember that going on around you? 24 A. Oh, yeah, they -- they working right 25 along doing same things we were doing. I mean, we

Page 98 1 were put pipe and they were building walls. 2 Q. How close -- what was the closest that the 3 drywallers were to you? 4 A. I don't know, 40, 30, 40 feet. I didn't 5 know where -- I guess. 6 Pretty good size building. We're talking 7 about assembly line system in there. So they could 8 be hundred yards away or 15 feet from me, depending 9 on what was going on. 10 Q. Same thing when you were employed by the 11 Jurgen, it was 30 to 40 feet would be the closest? 12 A. Yes, yes. 13 Well, not necessarily closest. They 14 could be a lot closer. But they could be -- I 15 could be going right beside them or I could be 40, 16 50 yards from them, you know. Talking in the 17 building, I mean, they're -- you're not even paying 18 attention to what other people are doing in their 19 craft normally. 20 Q. With respect to the drywall work that was 21 going on at the Stouffer's plant, do you know if any 22 of the materials used in that application contained 23 asbestos? 24 A. I'd have no idea what they was using. 25 Q. So you don't know if it contained asbestos	Page 100 1 '81 to '85? 2 A. Yes, sir. 3 Q. And with respect to the Catawba plant or 4 any other plants that you worked at out of the 5 Catawba plant, was there any new building 6 construction? 7 A. Oh, yeah. 8 Q. All right. Again, same line of questions. 9 Do you recall any roofing work being done around you 10 while being employed out of the Catawba plant? 11 A. Yeah, I'm sure there was roofing going on 12 in all their buildings the whole time they were 13 there. Office buildings I wasn't in very much. 14 Q. So you would go into the office buildings 15 while they were being constructed, or any 16 construction going on in there, right? 17 A. When I hired in down there, all that was 18 finished. 19 Q. Now, with respect to new building 20 construction, do you recall any roofing being done 21 around you while at the Catawba plant? 22 A. Yeah, I'm pretty sure they were still 23 working on the roof of the auxiliary buildings and 24 all those things. That would have went -- that 25 would have went on for several years I suspect.
Page 99 1 or not? 2 A. I wouldn't -- no, I wouldn't even know 3 what they're using. But those your dates, I would 4 say they wasn't supposed to be. 5 Q. As far as the early 80s? 6 A. Yes. 7 Q. And then in your weekend jobs, you say that 8 you were a metal cutter? 9 A. Well, an insulator puts on metal, he 10 covers up his pipe. And I'd pick up jobs where 11 somebody else was doing some little work because I 12 was usually covering fiberglass. Most people 13 didn't like to cover fiberglass. Didn't matter to 14 me, one way or the other. 15 Q. On those weekend jobs, did you work around 16 drywallers? 17 A. No, I'd be on the job doing a tank out in 18 the field or something. 19 Q. Okay. So there would be no roofing work? 20 A. No, no. 21 Q. All right. 22 And then you returned to Duke in November 23 of 1981. 24 A. Yes. 25 Q. And you worked out of Catawba plant from	Page 101 1 Q. Would you have been up on the roof with 2 them while they were installing it? 3 A. Not while they were actually putting it 4 on. 5 Q. Okay. So is it fair to say you wouldn't -- 6 A. Yeah, once the roof was in place, then 7 piping and stuff would go. 8 Q. So it would be fair to say you would have 9 no idea as to what materials they used, or anything 10 of that nature? 11 A. I would not know. 12 Q. Same with the new building construction and 13 the interior of the buildings, any drywall work that 14 you recall taking place? 15 A. Not any drywall much going on in those 16 buildings I was working in. 17 Q. Okay. Do you recall any drywall work being 18 done while working out of the Catawba plant? 19 A. No, sir. Most -- that's -- most of 20 that's concrete walls. 21 Q. All right. And then -- Ocone? 22 A. Ocone. 23 Q. Ocone? 24 A. Yes. 25 Q. Thank you.

Page 102 1 Same line of questions. Do you recall 2 being in or around new construction while working out 3 of the Oconee plant? 4 A. One high rise was built. We worked in 5 and out of it a little bit. I don't know what they 6 might have put in it. It was a new building. 7 Turned out to be our office building. But I didn't 8 inspect anything in there so I was in there very 9 little. 10 Q. About what year was that? 11 A. I went down there in '87 maybe. 12 Q. All right. 13 A. Maybe '88, I'm not sure. I'd been down 14 there a couple years when they started. 15 Q. During your time period at the McGuire 16 Nuclear Station, do you recall any new building 17 construction taking place? 18 A. Not that I was involved in working in. 19 Q. Okay. All right. I think there's going to 20 be follow-up questions on health questions and other 21 kind of odds and ends, but I'm done with my 22 questions. Thank you for your patience. 23 A. Thank you. 24 EXAMINATION 25 BY MR. HUNLEY:	Page 104 1 work on a boiler at any plants I was at. 2 Q. So the only time you would have ever worked 3 in your entire work history on or around boilers, 4 would have been while you were with Duke; is that 5 correct? 6 A. That I can recollect. I don't remember 7 working on any boilers at these other plants. Sure 8 don't. 9 Q. Okay. And you worked at the -- for the 10 first year at Duke 1978 or '79 for Cherokee Nuclear 11 Station. Did you work on or around boilers at 12 that -- at that plant? 13 A. No. Not at any of the nuclear plants. 14 Q. At any time during that one-year period 15 while you were stationed or -- 16 A. No. 17 Q. You never worked on or around boilers? 18 A. No. 19 Q. Whether it be at that plant or any other 20 plant? 21 A. No. 22 Q. When you were at Catawba Nuclear Station 23 from 1981 through about 1985, did you ever work on or 24 around boilers during that time period? 25 A. I can't think of what a boiler would be
Page 103 1 Q. Mr. Moss, my name is Charlton Hunley. We 2 met a little earlier. I'm here on behalf of 3 Cleaver-Brooks. 4 Are you familiar with the name 5 Cleaver-Brooks? 6 A. The name is not familiar to me, no, sir. 7 Q. So you don't associate any products or 8 services with the name Cleaver-Brooks; is that 9 correct? 10 A. No. 11 Q. So sitting here today, you can't tell me 12 about any exposure you might have had to asbestos 13 from Cleaver-Brooks product; is that correct? 14 A. Not where I saw the name of it, no. 15 Q. I want to go through -- you've gone 16 through -- detail your work history. 17 And I heard you mention what you did around 18 boilers. I want to know little more detail while you 19 were around Duke. 20 A. Yes. 21 Q. And different plants. 22 Any other time in your work history outside 23 of your time at Duke that you worked on or around 24 boilers? 25 A. No. Not -- not that I remember doing any	Page 105 1 in the nuclear plant. I know it -- I know what 2 they are in a fossil plant. But I can't -- talking 3 about nuclear, no, I'm not. 4 Q. So it would be your testimony you never 5 worked on or around boilers in that time period while 6 you were with Duke from 1981 to 1985 when you were 7 stationed at Catawba Nuclear Station; is that 8 correct? 9 A. '81 to '85? Yeah, I went to fossil 10 plants during that time. Not nuclear plants, I 11 wouldn't have dealt with one. 12 Q. So you did go -- we'll get to that in a 13 second. 14 You mentioned the only time you had gone to 15 fossil plants, you started going when you were at 16 Oconee? 17 A. Oconee. That's when we took up covering 18 all of them. Any little short job I might have run 19 to before that, I can't remember. Catawba, it was 20 mainly construction then, where now we -- after '85 21 we went everywhere, it was a maintenance inspection 22 group. 23 Q. But starting first at Catawba from '81 to 24 '85? 25 A. No boiler work there, no.

Page 106 1 Q. No boiler work? 2 A. At all. 3 Q. At all at any -- 4 A. I can't remember if I got -- I don't 5 think I got sent to any little boilers during 6 construction, I don't think so. If I did, it would 7 have been right down the road the one, but I don't 8 remember that. I don't think so. 9 Q. So it's your testimony you didn't work on 10 or around boilers between 1981 or 1985 while you were 11 at Catawba? 12 A. I don't think so. 13 Q. And we'll talk about the fossil plants and 14 the hydro plants, but my next question has to do then 15 with while you were at Oconee from '85 to 1992 16 nuclear station and McGuire Nuclear Station from 1992 17 to the present. When you were at those -- just those 18 two plants, not when you went elsewhere, but just 19 either of those two plants at Oconee or McGuire, did 20 you ever work on or around boilers at those two 21 plants? 22 A. No, sir. 23 Q. So up until this point, your entire work 24 history and when you worked at Cherokee Nuclear 25 Station, Catawba Nuclear Station, Oconee Nuclear	Page 108 1 exposed to asbestos around -- from working on or 2 around boilers when you went to the hydro plants; is 3 that correct? 4 A. Correct. 5 Q. First, when you were at Oconee, you 6 indicated that you had gone to you believe two fossil 7 plants; is that correct? 8 A. Yes. 9 Q. Do you recall where those plants were? 10 A. Lee Steam Station is I believe the 11 closest town to us Williamston I believe in South 12 Carolina. 13 Q. In South Carolina? 14 A. Yes. 15 Q. Lee? 16 A. Lee Station. 17 Q. And that's Williamston, South Carolina? 18 A. Yes. 19 Q. And the second fossil plant? 20 A. The Cliffside which is in Gaffney. 21 Q. Cliffside? Is there -- 22 A. Well, it's Cliffside, now it's Steam 23 Station. 24 Q. Okay. You said that's in Gaffney? 25 A. Yes, well -- yeah, I would say it would
Page 107 1 Station and McGuire Nuclear Station, is it correct 2 that you do not believe you were ever exposed to 3 asbestos from boilers at those particular places or 4 at any other time in your work history? 5 A. Not at those particular nuclear plants, 6 right. 7 Q. Correct. And we'll get into the follow-up. 8 You believe you started being sent when you 9 were at Oconee between the time period of 1985 to 10 1992, you started being sent to fossil plants in the 11 hydro plants in the Piedmont, Duke's Piedmont area; 12 is that correct? 13 A. Yes, yes. 14 Q. Would you have been -- did you -- my first 15 general question, when you went to the hydro plants, 16 did you work on or around boilers? 17 A. No. 18 Q. So that's you didn't ever work on or around 19 boilers while you were with Duke at the hydro plants 20 wherever you were; is that correct? 21 A. Not the boilers itself. I would have 22 dealt very little with that. 23 Q. So while you were at the hydro plants while 24 you were at Duke when you left your main stations at 25 either Oconee or McGuire, you don't believe you were	Page 109 1 be the address, between Gaffney and Shelby out 2 there in the boondocks. 3 Q. First at Lee Steam Station, do you recall 4 the number of boilers that were there? 5 A. No. I don't remember. Don't have any 6 idea. 7 Q. More than two? 8 A. I think there's two, but I'm not sure how 9 many -- what they've got down there, to tell you 10 the truth. 11 Q. And all these questions I'll ask right now 12 will be about Lee Steam Station. 13 A. That's fine. 14 Q. Were these boilers in a separate boiler 15 room? 16 A. At Lee? I can't recollect. I hadn't 17 been there in a long time. But I can't remember my 18 exact work down there because it's been so long 19 ago. But, yeah, I'm sure the boilers would have 20 been separated if there's two of them. I can't 21 remember what the title is. 22 Q. What -- what work did you do while you were 23 down at Lee Steam Station on the boilers? 24 A. Only thing I would be doing would be 25 checking wall thicknesses on tubing or piping, and

Page 110 1 volume metric only other kind of piping that they 2 may be working on. 3 Q. This was on both the inside and the outside 4 of the boiler? 5 A. Yeah, if we worked on it, it would be 6 inside or outside. I can't recollect much at 7 steam -- at I mean Lee. 8 Q. Do you know how much time you spent there 9 or working -- 10 A. Not a lot. Off and on, might go down 11 there for a day four or five times a year, and then 12 might have had some projects where we was down 13 there two or three weeks about twice. 14 Q. And my question only has to do with when 15 you were working on or around the boiler down there. 16 How much would you have done that? 17 A. I have no idea down there. Boiler work 18 wouldn't have took us long because we're just 19 taking thicknesses, so a few hours we're working on 20 a boiler. 21 Q. And that was a few times a year? 22 A. It wouldn't have been many. 23 Q. Twice a year? 24 A. I don't remember. We went down there for 25 a lot of different things, and I don't remember how	Page 112 1 between whatever you're checking, be it pipe or 2 vessel, and the probe you're using has to be a 3 liquid there. 4 Q. And in doing -- doing this at the Lee Steam 5 Station, do you believe you could have been exposed 6 to asbestos on the -- when doing this -- 7 A. I'm sure those old plants had asbestos 8 there. I don't know why I would have been exposed 9 to it or not. I was in them. And outside of them. 10 Q. But anything, sitting here today, that you 11 recall that could have, other than that it just might 12 have been some, anything in particular? 13 A. No. I mean, something I seen or maybe 14 think it was asbestos. 15 Q. Right. Something you had to -- 16 A. No, like I said, I worked in that -- 17 worked in insulation a lot. I knew what was kind 18 of there, but I wouldn't know name brands or 19 whether it was asbestos or not, you know. Your -- 20 all your piping and boilers and tubing stuff is 21 coded either with block and/or plastered insulation 22 now. I don't know what's -- what was in those, 23 would have no idea. 24 Q. And was the tubing -- you're talking about 25 on the inside of the boiler?
Page 111 1 often we might have worked on a boiler. 2 Q. You think at most it would have been a few 3 times? 4 A. It wouldn't have been many, right. 5 Q. And what exactly -- the mechanics of when 6 you worked on or around the boiler or you worked on 7 the boiler when you checked the wall thickness, what 8 exactly did you -- or the piping, you said did the 9 piping? 10 A. Yes. 11 Q. What exactly did you have to do? 12 A. Might just brush it off or -- and take an 13 ultrasonic, like you see done on TV on a lady's 14 stomach, we are doing basically the same thing on a 15 piece of metal. 16 Q. And you would brush it off? 17 A. Yeah, because you've got to couple it 18 with a gel. 19 Q. What would you be brushing it off with? 20 A. That depends on how much crud was on 21 there. Maybe a little old brush. If it was bad, 22 another team would go in ahead of us and do it. 23 Q. So you would brush it off and you would put 24 some -- 25 A. Gel, I was saying gel. It was something	Page 113 1 A. Yeah, you just got boiler tubes -- that's 2 where the heat -- water -- steam's going, your 3 water. 4 Q. Were these -- were these like a fire tube 5 boiler or a water tube boiler? 6 A. I would say they're water tube. But I'm 7 not no -- I don't know how these plants work 8 necessarily, but they've got tubes all around the 9 boiler, and water's going through them being 10 heated. 11 Q. But I'm talking about the interior of the 12 boiler. The tubing, you're not sure whether it was a 13 water tube or a fire tube on the inside? 14 A. It would be water tubes -- it would be 15 pipe, either one inch up to two inches, I've seen 16 newer plants have big -- big piping. And it's in 17 there one after another like the -- like the greens 18 growing right there. 19 I mean, it's just like rolls upon rolls 20 of them around the walls. Occasionally something 21 leaks, we'll go in and we'll check it for a welder 22 to go in and repair it. To see if he's going to 23 have enough metal to work with. 24 Q. Okay. But what I meant, the interior of 25 the actual boiler itself, that's what I'm first

Page 114 1 trying to get to. The inside of the boiler itself, 2 not the boiler room? 3 A. You're talking about the furnace. I 4 ain't worked inside the furnace. Just in the big 5 boiler room where all the tubings at. 6 Q. So you never worked -- when I'm saying a 7 boiler, when I was first getting to the work, you did 8 actually on the interior of a boiler? 9 A. The big boiler room area. 10 Q. You never worked inside of a boiler; is 11 that correct? 12 A. I thought -- we called it a boiler. Was 13 working inside the boilers where all the tubes was 14 at being heated. 15 Q. This might be -- 16 A. I don't know a whole lot about how a 17 plant works. So I mean we was working in the 18 boiler room. 19 Q. You probably know more than I do about how 20 a plant works. I've got to drill down a little bit 21 about what we're speaking of. 22 A boiler being some type of vessel, whether 23 it be a big rectangular vessel or a round vessel or 24 whatever, that's what I'm referring to as a boiler 25 that heated steam.	Page 116 1 door to it? 2 A. It had doors, but it wasn't that big. If 3 you doing a lot of work in them -- if you're going 4 to work in one of those places, somebody's got to 5 build scaffolds in them and everything else to go 6 in there and work. A lot of stuff goes in and out 7 of that door during inspection times or maintenance 8 times. I'm not sure what -- what we're calling a 9 boiler. I just know these tubes are boiler tubes. 10 It's in a -- depending on the size of them, might 11 be three or four times big as this room with tubing 12 walls all the way around. 13 Q. What were the tubes connected to? 14 A. A boiler I suspect, wherever there's 15 heating from. 16 Q. Did you ever -- 17 A. Bottom of it. 18 Q. Did you ever see the -- 19 A. Seen the coal going into it, the dust, 20 the bottom of it. 21 THE COURT REPORTER: You got to let him 22 finish, or all your questions are going to be 23 cut off and nothing is complete. 24 THE WITNESS: I apologize. 25 THE COURT REPORTER: That's all right.
Page 115 1 A. Right. 2 Q. Now, were you working inside -- inside of a 3 boiler or inside of a boiler room? 4 A. Well, I'm not sure what they called that. 5 I mean, it's -- we called it a boiler room, that's 6 where all the tubing's at. It's a big room 7 surrounded by tubing and it's heated. 8 Q. Well, you were actually in vessels. I'm 9 thinking of a vessel, whether it be like a big tank 10 or something? 11 A. Not inside a tank, no. I'm sure there's 12 a heating devise under there is a boiler, I'm sure. 13 And I may have worked on the outside of it, I don't 14 know. But I'm talking about the tubing walls is 15 what we went in and checked. 16 Q. The tubing -- the tubing walls inside of a 17 boiler or what was referred to as a boiler room? 18 A. Yeah, yeah. We had -- they cut a hole in 19 it because you usually couldn't get in it to go in 20 it. The man way would usually not be that big, so 21 they would go in and they'd cut a hole and go in 22 them. 23 Q. So this wasn't a vessel -- 24 A. This was a -- huh? 25 Q. This wasn't some type of vessel that had a	Page 117 1 Q. So this work you were checking the wall 2 thickness and the piping. You were checking this in 3 the room on these pipes that were running to another 4 vessel? 5 A. I'm sure there's a vessel under it. 6 Something's heating it. 7 Q. But you never saw the vessel; is that 8 correct? 9 A. I saw it closed. I mean. 10 Q. You never worked on the vessel? 11 A. I could have worked on the vessel itself 12 taking thicknesses on it also. Vessels and pipes 13 what we checked. 14 Q. Do you recall working on a vessel, or just 15 the pipes? And now again -- 16 A. Most of time I was on the pipe. Which is 17 a spaghetti looking -- there's hundreds of them. 18 Thousands of them, I guess, coming up. You know, 19 that's what's heating it. That's where all the 20 heat's coming from. There's places being heated 21 that room is. 22 Q. So if you had any asbestos exposure, would 23 it have been from the pipes and not the vessel 24 itself; is that correct? 25 A. Could have been -- could have been from

Page 118 1 either or both. 2 Q. If it was from the vessel itself, how do 3 you believe it could have exposed you to asbestos? 4 A. Because -- well, I don't know. I just 5 checking piping and I'm checking vessels. Now, 6 what's on them, they cut me a hole and I check it. 7 I don't actually know the function there 8 of them, any of it. 9 Q. When they cut you a hole, you did not go in 10 the vessel though, did you? 11 A. Inside the boiler -- what we call a 12 boiler tube room or boiler room, or tube room, yes, 13 we'd go in it. 14 Q. No, I'm talking about the vessel itself. A 15 boiler, if there was a boiler? 16 A. The boiler is along the bottom of this 17 thing. 18 Q. But you never went down below? 19 A. On the outside of it we did. I never 20 went on the inside that I remember. 21 Q. Do you recall if there was insulation on 22 the outside of -- 23 A. Oh, yeah, there would have been a large 24 amount of insulation on it. 25 MR. GOSS: You've got to let him finish.	Page 120 1 same. I know -- I know where the coal is put in, 2 fed in, and then I'm working right out from that on 3 these tubings. And then below around on anything 4 that they need -- they want to check. The metal or 5 vessel or a pipe. 6 Q. Okay. Now, for the Cliffside Steam 7 Station -- 8 A. Um-hum. 9 Q. -- same sort of questions. Did you do the 10 similar type work on or around boilers? Would it 11 have been the same type work? 12 A. It would have been the same type work at 13 any of them, yes, sir. 14 Q. Do you know the number of boilers there 15 were at the Cliffside Steam Station? 16 A. No, but I know it's three or four. It's 17 more than they are at Lee. It's a bigger place. 18 Q. Backing up to Lee Steam Station real quick. 19 Did you know the name or manufacturer of any boilers 20 that might have been at that -- 21 A. No, sir. 22 Q. And now moving forward to Cliffside Steam 23 Station again, and these questions will all apply to 24 Cliffside. 25 Did you work on the interior of the boilers
Page 119 1 THE WITNESS: I'm sorry. 2 Q. If I'm going to ask you a description, 3 could you describe the vessel, the boiler which might 4 have been under it? 5 A. No, sir. You'd have to talk with 6 somebody understands the works of it more than I 7 do. And I don't understand exactly the total 8 workings of it. 9 Q. Where was the hole being cut? When you say 10 a hole, a hole was being cut and you were in a room 11 that had all these tubes and then you had a hole 12 being cut. Where was that hole being cut on? 13 A. Usually near a man way. Just making 14 bigger to work in there. Sometimes we went through 15 the man way. 16 Q. Okay. But you never went inside, you would 17 have just tested on the outside, correct? 18 A. The boiler itself, I'm not real sure if I 19 was inside. If you're calling -- if you're making 20 a distinction between the heating device and what 21 all the tubing that's being heated, I don't know 22 how that works, to be honest with you. 23 Q. I'm not familiar with the Lee Steam 24 Station, so -- 25 A. Well, I mean to me they're all about the	Page 121 1 at Cliffside? 2 A. Again, I'm not sure what we're calling a 3 boiler. I don't know if I went inside the boiler 4 itself or all the insulation of the tubing area. 5 On the outside, I would have worked around any of 6 it, boiler or whatever. I'm not sure where we 7 separated boiler and the heated part. 8 I know the furnace is here and we're 9 creating all this heat, this piping with the water. 10 I'm not sure exactly if I took readings on the what 11 you may be calling the boiler itself, or I'm just 12 out working around it. I'm not really sure, to be 13 honest. 14 Q. Do you recall seeing the vessels 15 themselves? 16 A. They would have been insulated other than 17 whatever they cut us a hole to check. They would 18 have been thickly insulated, probably eight, 19 ten-inch insulation I would think. 20 Q. What type of insulation are you referring 21 to? 22 A. I would have no idea what kind of, but 23 all of them would be insulated. 24 Q. Some sort of insulation? 25 A. Oh, yeah. If it's going to be hot, it's

Page 122 1 going to be insulation protecting the outside, 2 anybody working outside. 3 Q. But you never went on the interior of these 4 vessels? 5 A. I don't know if I went inside the boiler 6 or not. I'm talking about in tubings section with 7 the boiler is probably heated. 8 Q. So the same -- essentially the same 9 responses that you had to Lee Steam Station, apply to 10 these boilers? 11 A. Yes, because I'm not familiar with how 12 it's made, yes, sir. 13 Q. Okay. Do you recall the description of 14 what the -- what I'm going to refer to as the boilers 15 themselves? 16 A. Description of them? 17 Q. Yes. 18 A. I would have probably never noticed how 19 they were made or designed with how they built in 20 and covered up. I probably wouldn't never know. 21 Q. You couldn't offer any description; is that 22 correct? 23 A. No, no, sir. 24 Q. Did you even know if it had doors? 25 A. You'd have to get in somewhere -- if it	Page 124 1 A. If it's burning, it's more like a burnt 2 powder like a gray looking all over the place. 3 Q. And what about the other dust? 4 A. Well, any time you had a fossil plant, 5 there's all kinds of dust. Coal dust goes -- coal, 6 as you know, is put in there as a powder. It's not 7 chunks of coal, it's built in as a fine powder 8 blown into the furnace as a fine powder. So 9 there's always dust. 10 Q. Same question, Lee Steam Station, backing 11 up for one second. Was it very dusty when you worked 12 there, when you worked on or around boilers? 13 A. I'm sure it was. You know, all of them 14 are dusty to some extent. That's the nature -- if 15 you walked down a set of stairs and you put your 16 hand on it, you'd be black when you got to the 17 bottom. I mean, it is that way in any fossil 18 plant. 19 Q. And when you -- how many times did you go 20 back to Cliffside, how many times did you go on a 21 yearly basis to work or inspect on or around the 22 boilers? 23 A. I probably been in Cliffside five or six 24 times, period. 25 Q. And how long would you be there for working
Page 123 1 had to be worked on inside of them, I'm sure they 2 would have. 3 Q. But do you ever recall a description of the 4 doors? 5 A. No, no. 6 Q. Do you believe you could have been exposed 7 to asbestos from your work on or around the boilers 8 at the Cliffside Steam Station? 9 A. I would say I could probably have been. 10 Q. Do you know how you could have been? 11 A. Just working around them. Every 12 insulation I ever saw, if you were disturbing it 13 with -- it was dusty. Somebody was cutting it to 14 get into it or whatever you had to do. 15 Q. So when you were working, and this is 16 Cliffside first, when you working Cliffside when you 17 did your work on the boilers that you described, the 18 inspection, was it very dusty? 19 A. Oh, yeah. 20 Q. Do you know where the dust came from? 21 A. A lot of it came from the burnt coal. 22 But a lot of it just came from the plant being 23 dusty from a lot of different things. 24 Q. Do you recall the color -- the color of the 25 coal dust was black, I assume; is that correct?	Page 125 1 on or around the boiler? 2 A. Anywhere from a day to couple weeks, 3 depending on what they were doing there, 4 maintenance and checking things. 5 Q. I'm talking only about your work on or 6 around the boiler while you were there the five or 7 six times? 8 A. Oh, Lord, I wouldn't be able to give you 9 a time on it. A lot of times I -- sometimes I may 10 not even work near it. I don't know how much time 11 I spent on a boiler area. 12 Q. Do you know the name or manufacturer of the 13 boilers that might have been at Cliffside? 14 A. No, I don't have any idea. 15 Q. And when you discussed most of the time you 16 wore respirators? 17 A. If we worked inside around those tubes, 18 we did. If we were on the outside doing something, 19 we did no not. 20 Q. And is it correct to state that each time 21 you went to work on or around the boiler, you either 22 worked on the tubes and you worked on the outside? 23 A. Not necessarily always on the outside. 24 Q. But each time you worked on the tubes? 25 A. Most of the time because they'd bring

Page 126 1 them down for certain times for maintenance, and 2 that's when they'd check a percentage of work 3 there. 4 Q. But each time you worked on the inside of 5 the boiler or what you say where the tubes were, you 6 wore a respirator; is that correct? 7 A. I'd say -- I'd say probably did. 8 Q. Okay. 9 When you were at -- and those were the only 10 two plants while you were with -- the only two fossil 11 plants that you were -- when you were home based at 12 Oconee? 13 A. Yes. 14 Q. When you were with McGuire, when you worked 15 at the McGuire Nuclear Station, you indicated you 16 serviced or went to five to seven of the fossil 17 plants? 18 A. Probably. I think the only one I did not 19 go back to from the northern end up here was 20 probably Lee Steam Station. 21 Q. So you never went back to Lee? 22 A. After I -- after I left Oconee. A few 23 guys from there would cover it. 24 Q. But you went back to Cliffside, correct? 25 A. Yes, it sort of fell under -- everything	Page 128 1 closest to Mount Holly. There's another one out 2 from Mount Holly. I can't think the name of it. 3 And then there's one in Dan River, I guess it's Dan 4 River, North Carolina, it's on the Virginia line up 5 there. It's a smaller plant. It's about like the 6 size of Lee. Their two smallest ones in the 7 system. Can't think of the one down next to 8 Catawba. It will come to me in a minute. 9 Q. Any other ones that you can remember at 10 this time? 11 A. No, all Duke has. I mean, every fossil 12 they have, we -- we maintain them. 13 Q. Okay. And this is a general question, and 14 I'm going to focus on the rest of these plants, the 15 ones you've just listed other than Lee and Cliffside. 16 Was your work similar, any work you would 17 have done, working on or around boilers, was it the 18 same as you previously described as Lee -- 19 A. Yes, it would. 20 Q. Let me just finish. 21 Would it be the same for these other ones 22 that you listed, other than Lee and Cliffside, would 23 the work be the same that you previously described? 24 A. Yes, sir, it would. 25 Q. Would any asbestos exposure you believe
Page 127 1 fell under McGuire except Lee just about after 2 that. 3 Q. And you did the same type of work you 4 described at Cliffside before you did this, while you 5 were at McGuire, correct? 6 A. Yeah, our work's basically the same. We 7 check the boiler tubes, steam pipe. 8 Q. I'm going to -- any asbestos exposure would 9 have been the same for work done at Cliffside while 10 you were at McGuire as what you described before; is 11 that correct? 12 A. Yes, yeah, if the -- if those areas had 13 asbestos in the -- in them, we would have been 14 around them. I don't know what had asbestos and 15 what didn't. 16 Q. Okay. Can you tell me the other -- where 17 the other fossil plants were located? 18 A. Belews Creeks in Winston-Salem. 19 Q. Belews Creek? 20 A. Yes, B-E-L-E-U-S, or something. It's not 21 spelled quite like it sounds. Belews Creek. And 22 then Marshal Steam Station which is -- it's on 150 23 outside of Mooresville. Terrill is the little town 24 I think it's closest to. 25 And then we got River Bend, I think it's	Page 129 1 could have resulted there from your work on or around 2 boilers, is it the same way from working at these 3 other -- other fossil plants other than Lee and 4 Cliffside? 5 A. Yeah, we do basically the same thing at 6 all of them. 7 Q. Anything in addition you believe from 8 asbestos exposure from working on or around boilers 9 at these other plants, other than Lee and Cliffside? 10 A. You want to know other than the boilers? 11 Q. No, anything else upon your work on or 12 around boilers, anything else you believe could have 13 exposed you to asbestos working on or around boilers, 14 other than you previously described for Lee or 15 Cliffside? 16 A. No, I don't really know exactly what all 17 we done around the boilers. 18 Q. Do you know the name or manufacturer of any 19 of the boilers at any of the plants that you had just 20 named, other than the Lee and Cliffside plants? 21 A. I don't know anything about the names, 22 no, sir. 23 Q. Do you have a description of any boiler at 24 any of these plants that you could offer? 25 A. No. I go up to something and inspect it,

Page 130 1 I really don't know what it is or give it that much 2 of a thought. I'm taking the wall thickness and 3 see how thick it is, or something like that. I 4 don't really look over the whole thing unless I'm 5 doing a complete tape someplace. I'm just doing 6 wall thickness, and that's normally what we do in 7 the boiler areas, wall thicknesses. 8 Q. Okay. So summarizing, while you worked at 9 Duke, you did not work on or around boilers while you 10 were located at the Catawba Nuclear Station, actual 11 Catawba Nuclear Station, the Oconee Station, the 12 Cherokee Station or the McGuire Nuclear Station. 13 When you were actually at those plants, you never 14 worked on or around boilers, correct? 15 A. Not to my recollection, I didn't have 16 anything to do with that. 17 Q. You don't know the name or manufacturer of 18 any of the boilers at those actual plants; is that 19 correct? 20 A. That's correct. 21 Q. Any exposure you would have had with 22 asbestos from working on or around boilers, would 23 have been at these fossil plants that we just 24 discussed; is that correct? 25 A. I would think so, yes, sir.	Page 132 1 Don't answer his question. 2 Q. Mr. Moss, I believe you said you didn't 3 understand my question. At the Fiber Industries 4 plant in Earl, did you know of a gentleman by the 5 name of Jerry Pearson? 6 MR. GOSS: Objection. 7 Do not answer his question. 8 MR. HOVDA: Counselor, are you asserting 9 any type of privilege? 10 MR. GOSS: No, we're objecting on the 11 basis that you're not a party to this case and 12 not allowed to ask questions. 13 MR. HOVDA: Has Weil-McClain been 14 dismissed from all the MDL 875 cases? 15 MR. GOSS: I have no idea. I just know 16 that you're not a party to this particular 17 case. 18 MR. HOVDA: And you're going to instruct 19 your client not to answer any of my questions? 20 MR. GOSS: That's correct. 21 Q. Mr. Moss, did you ever see Mr. Jerry 22 Pearson working on or around boilers? 23 MR. GOSS: Objection. 24 Don't answer that question. 25 Q. Do you have any knowledge or information
Page 131 1 Q. That's all the questions I have. Thank 2 you. 3 A. Thank you. 4 MR. VICK: Anybody on the phone? 5 MR. HOVDA: Jamie Hovda here on the 6 phone. 7 EXAMINATION 8 BY MR. HOVDA: 9 Q. Mr. Moss, can you hear me? 10 A. Yes, sir, I can. 11 Q. I just have a few questions related 12 specifically to your work at the Fiber Industries 13 plant in Earl, did you know a gentleman by the name 14 of Jerry Pearson? 15 MR. GOSS: Mr. Hovda, do you represent 16 anyone different from who you represented on 17 Thursday? 18 Objection. 19 Don't answer that. 20 THE WITNESS: I didn't hear what he said. 21 MR. GOSS: Mr. Hovda, do you represent 22 anyone different from who you represented on 23 Thursday? 24 MR. HOVDA: We represent Weil-McClain. 25 MR. GOSS: Okay. Objection.	Page 133 1 concerning Jerry Pearson's exposure to asbestos? 2 MR. GOSS: Objection. 3 Don't answer that question. 4 Q. Did you ever see Mr. Pearson working on or 5 near or in the vicinity of others working on boilers? 6 MR. GOSS: Objection. 7 Don't answer that question. 8 Q. That's all the questions I have. Thank 9 you. 10 EXAMINATION 11 BY MR. BARNES: 12 Q. This is David Barnes. Mr. Moss, can you 13 hear me? 14 A. Yes, sir. 15 Q. When you worked for Daniel Construction at 16 Fiber Industries, do you know who supplied the 17 insulation material that you worked with? 18 A. No, I do not. 19 Q. How about at Duke Power, do you know who 20 supplied the insulation materials to Duke Power? 21 A. No, sir. 22 Q. And the same question for Jurgen 23 Construction, do you know who supplied the insulation 24 materials there? 25 A. I do not.

Page 134	Page 136
1 Q. That's all I have. Thank you. 2 MR. VICK: Is that it for the questions 3 on the phone? 4 Okay. We've got a few more questions 5 here in the room. 6 EXAMINATION 7 BY MR. HUNLEY: 8 Q. One or two more questions, Mr. Moss, just 9 for consistency. 10 The fossil plants you listed other than 11 what we discussed other than Lee while you were at 12 McGuire Nuclear Station while you were based there, 13 about how often in the aggregate would you work at 14 one of these plants on a yearly basis, working on or 15 around boilers? 16 A. Not very long. It would be less than a 17 month total at some of them. Belews Creek Marshal 18 would be more than that. But that -- a lot of our 19 jobs would be one-day, two-day in, out, and we 20 wouldn't go back for months at a time. 21 Q. But on all four of them on a yearly basis, 22 how many times would you have worked in a year in the 23 aggregate on one of those four -- at one of those 24 four plants on or around a boiler? 25 A. I really don't know, to tell you the	1 wouldn't have been aware of who they might have 2 been, wouldn't have been many. It would have been 3 some kind of specialty work. 4 Q. So just to make sure I understand, last 10 5 or 12 years, you have regularly worked around outside 6 contractors, third-party contractors? 7 A. Oh, yes. 8 Q. Okay. Do you know who those contractors 9 are? 10 A. The guys who worked with us, come out of 11 an outfit called Washington Group International. 12 And their inspectors. 13 Q. They do the same work you do? 14 A. Yes. 15 And Atlantic, I don't know, all I know is 16 Atlantic. They furnish a large 90 percent of the 17 vendors on site now. I don't know exactly what 18 Atlantic is. 19 Q. Is that like a parent corporation? 20 A. Well, I know they handle some inspection 21 groups, they handle 90 percent of the craft type 22 work, whether it be welding, whatever. 23 Q. Okay. 24 A. Atlantic's all I can think of. Might be 25 Atlantic International, might be Atlantic something
Page 135	Page 137
1 truth. I couldn't give you a time period around 2 one of them. 3 Q. Fairly minimal, though? 4 A. I might be in the plant sometimes five or 5 six weeks at a time, or maybe five or six hours at 6 a time. So if I was at a boiler, I don't know. 7 Q. Okay. That's all. I have no further 8 questions. Thank you. 9 EXAMINATION 10 BY MR. VICK: 11 Q. We've asked you -- excuse me. 12 While you were employed at Duke, regardless 13 of which power plant, do you recall ever being -- 14 working around outside contractors when they were 15 performing work at Duke Power plants? 16 A. What kind of outside? 17 Q. Just any outside contractor. What I mean 18 by that is were you working around anyone other than 19 Duke employees the time you were employed at Duke? 20 A. In the last 10, 12 years, I worked 21 probably 50 percent or better as vendor type work. 22 Duke doesn't maintain the work force it used to. 23 Until about '88 or '89, there was never anybody 24 much on a Duke Power site but Duke people. 25 I'm sure there were some vendors, but I	1 else. 2 Q. Okay. Any others that you could think of? 3 A. No. I'm sure there are some. These 4 people who do specialized work valve type 5 technicians and that kind of stuff. But I don't 6 know who they work for or what names. 7 Q. Okay. And prior to the last 10 or 8 12 years, anyone you've been working in the area of 9 would have been a Daniel -- excuse me, Duke employee, 10 correct? 11 A. I'd say at least 90 percent would. I 12 mean, I'm sure there's some vendors there that I 13 wouldn't be aware what they were. 14 Q. Okay. 15 Okay. We have discussed -- or you have 16 informed us of the various occupational exposures 17 to -- possible exposures to asbestos. 18 Now, I want to turn to whether or not you 19 believe you may have ever been exposed to asbestos 20 outside of your various jobs and employment. What I 21 mean by that is, any working around the house or with 22 the -- with, you know, being over at a friend's house 23 or just anything -- any possible exposure to asbestos 24 that occurred outside of one of the jobs that we've 25 discussed today?

Page 138 1 A. Not that I can name. I'm sure all -- 2 anyplace that was built before 1974, would have had 3 asbestos in it as insulation. 4 Q. Okay. Have you ever been a smoker, 5 cigarette smoker? 6 A. Never have smoked. 7 Q. Have you ever used tobacco products of any 8 kind? 9 A. No, sir. 10 Q. Are you married? 11 A. Divorced. 12 Q. How many times have you been married? 13 A. Once. 14 Q. Okay. Your ex-wife, was she a smoker? 15 A. No. 16 Q. Do you believe in your various jobs that 17 you may have ever been exposed to any other chemicals 18 that may be hazardous to your health? 19 A. I know for a fact I've been exposed to 20 lead materials that probably could be. 21 Q. And could you tell us a little more detail 22 about your exposure to lead materials? 23 A. Lead's in most of our painting, but we 24 have -- we did use a lead coating stuff sometimes 25 when we were insulating. It was very -- it was	Page 140 1 A. I'm not sure what they finally diagnosed. 2 I can't remember now. He was in a nursing home for 3 quite a while. But he also had asbestosis. 4 Q. Did they essentially say cause of death was 5 natural causes, or do you know? 6 A. Had breathing problems because they had 7 him on a respirator type operation. But they 8 didn't -- I don't think cause of death was 9 attributed to the lung. 10 Q. Do you know how your father was -- was it 11 your understanding your father was exposed to 12 asbestos? 13 A. He was an insulator for quite a few 14 years, thus worked in the cotton mill a large 15 number of years. 16 Q. Is your mother alive? 17 A. No, she's -- she was 89 also. 18 Q. And do you know what her cause of death 19 was? 20 A. I don't know -- no, I don't know what 21 they finally put down. It was another breathing 22 deal, too, because she only had a partial one lung 23 left. 24 Q. Why did she only have one lung left? 25 A. She had lung cancer.
Page 139 1 kind of a dual purpose deal at Fiber. It was for 2 also for the noise. We were putting on some 3 fittings in an area where it had painted on, kind 4 of like a thick paste. 5 Q. And you understand that was a lead 6 containing -- 7 A. Some kind of lead based something, that's 8 all I remember about it. 9 Q. Okay. 10 A. Because I just remembered it had a dual 11 purpose insulation and I suppose sound proofing. 12 Q. Okay. Any other chemicals that you were 13 exposed to that you believe may be hazardous to your 14 health? 15 A. I don't know of any. I'm sure -- to 16 answer I would say no. I don't know. 17 Q. Okay. Some of the health questions I need 18 to ask you go beyond your health -- 19 A. Okay. 20 Q. -- family history type thing. 21 Is your father living? 22 A. No, he's not. 23 Q. And how old was he when he passed away? 24 A. 85. 25 Q. And what was the cause of death?	Page 141 1 Q. Did she smoke? 2 A. Yes. 3 Well, she did until she was -- I was in 4 high school when they both quit. But she had to 5 smoke probably 30 years or something, I don't know. 6 Q. So both parent smoked in the home up to the 7 time you were in high school; is that right? 8 A. Yes. 9 Q. Do you have any siblings? 10 A. Yes. 11 Q. You have brothers? 12 A. I have a brother and a half brother. 13 Q. Is your -- are they in good health? 14 A. Well, my brother is. I don't know my 15 half brother. I don't have a whole lot of 16 association with him in a lot of years. But I 17 think his health is good. My brother's health's 18 good. 19 Q. Do you have sisters? 20 A. No. 21 Q. In your life, have you ever been 22 hospitalized due to any type of illness? 23 A. I had bleeding ulcers at some point in 24 time when I was about 23, 24, just out of service, 25 22.

Page 142 1 Q. Okay. 2 A. And then I've had brain surgery or nerve 3 surgery inside the skull. Put me in the hospital 4 here last year. But it was an ongoing nerve 5 problem that had to be corrected in there about ten 6 years. 7 Q. So it's been a condition that's been going 8 on for ten years? 9 A. Yeah, sort of a rare nerve condition that 10 some people have after age 50. I hope you all 11 never have it. 12 Q. Me too. 13 And you were operated on for that last 14 year? 15 A. Yes, sir. They just only in the last few 16 years have had other than medication cure for it. 17 Q. Were they able to resolve it? 18 A. I hope so. I think they have. What they 19 do is they put in -- put a tissue between two 20 nerves. Some reason on older people, they start 21 banking together. 22 Q. And have you had any other illnesses or 23 injuries that have caused you to be hospitalized? 24 A. Anything -- well, I was in a wreck, but I 25 didn't do anything but just go in emergency room,	Page 144 1 In fact, I had a physical today. 2 Q. You've got a fun day. 3 How long have you been seeing Dr. Hardee? 4 A. Eight, nine years, maybe a little more. 5 Maybe a little less. I'm not sure. 6 Q. Did you have another family doctor you saw 7 prior to that? 8 A. I can't remember who it was. I had a 9 doctor there in Mooresville -- I mean in 10 Statesville. My wife worked at the time worked up 11 there. I guess -- I can't remember his name now. 12 He was considered our family doctor, even though I 13 never I don't think even went to him for anything. 14 Q. Okay. Other than Dr. Hardee, have you seen 15 or been treated by any other doctors in the last ten 16 years? 17 A. Yes. The doctor done my nerve deal, 18 Dr. Tatter, T-A-T-T-E-R. 19 Q. Where is he located? 20 A. He's in Wake Forest Research Hospital. 21 Q. Wake Forest University? 22 A. Yes. 23 Q. Okay. Any other doctors -- go ahead. 24 A. Dr. -- I think my urologist name who sent 25 me there. Can't remember his name off the top of
Page 143 1 come right back out couple hours later. 2 Q. What were your injuries? 3 A. I just banged up knee and, you know, get 4 beat around in the vehicle a little bit. 5 Q. Okay. 6 Can you think of any other time when you've 7 been hospitalized? 8 A. I went in the hospital for two days or 9 one time for -- I was still young then, that was 10 for bursitis in the shoulder. I was 27, whatever 11 year that was. 12 Q. Okay. 13 A. And other than that, I've been pretty 14 good shape. 15 Q. Do you have a family doctor that you see 16 regularly? 17 A. Yes, I do. 18 Q. Who is that? 19 A. Dr. Hardee. 20 Q. H-A-R-D-Y? 21 A. H-A-R-D-E-E. 22 Q. And where is he located? 23 A. Mooresville. 24 Q. Is it a he? 25 A. Yes, sir.	Page 145 1 my head now. I'll have to get back to you, it's 2 been a couple of years. 3 Q. Is he a urologist? 4 A. Yes. He's an oriental guy. I'll think 5 of his name here in a minute. 6 I can't think of his name. 7 Q. Okay. 8 A. I might have a card. 9 Q. All right. 10 A. No, I don't still have his card. But 11 I'll give you my lung doctor. 12 Q. Okay. Who is that? 13 A. Dr. Christopher Poor, P-O-O-R. And I see 14 him once a year. 15 Q. Now, have you been diagnosed with 16 asbestosis? 17 A. Yes, sir. 18 Q. And which doctor diagnosed you with 19 asbestosis? 20 A. Don't remember the first doctor. But 21 this is the doctor that treats me, checks me now, 22 Dr. Poor. 23 First doctor was a lot of years back. I 24 don't remember who he was. 25 Q. The doctor that first diagnosed you with

Page 146 1 asbestosis, do you remember how it came about that 2 you went to see him in the first place? 3 A. Yeah, I went to Wallace and Graham, and 4 that was the doctor they set me up with. 5 Q. Okay. 6 A. My neurologist. I'll give you his name 7 now. I knew I had it someplace. It's Dr. Jung, 8 J-U-N-G. He's a neurologist. 9 Q. Where is he located? 10 A. He's in Mooresville. 11 Q. The doctor that Wallace and Graham sent you 12 to see, was that Dr. Albert Cursing? 13 A. It could have been. I don't remember. 14 It was a foreign fellow. But I don't -- 15 Q. Okay. Did Wallace and Graham also set you 16 up to have a chest x-ray done? 17 A. I would think that they did. I get them 18 once a year at Duke also, but. 19 Q. Okay. 20 And without telling me what your attorneys 21 at Wallace and Graham said to you or what you have 22 said to your attorney's at Wallace and Graham, why 23 did you go see Wallace and Graham in the first place? 24 A. Well, I had a lot of friends that I 25 worked with over the years, whether it be	Page 148 1 had problems, and I guess you got recommendations for 2 attorneys, and you said something to the effect of, 3 you know, when you kind of decided it was about time 4 for you to get checked out, or something like that. 5 What was it that made you think it was time 6 to get checked out? 7 A. I think my dad had had -- was diagnosed 8 and we'd done the same kind of work together for 9 some years. Plus I was still in that construction 10 kind of work. I had been in it since I was in high 11 school, I guess. 12 Q. Do you remember when your dad was 13 diagnosed? 14 A. No, I don't know. I don't have any idea. 15 Q. Okay. Have you had any -- prior to going 16 to see Wallace and Graham and then the doctors that 17 they referred you to, did you have any lung or 18 breathing problems? 19 A. Not real bad. I mean, as you get older, 20 you get shortness of breath is there. But nothing 21 that drug me down. I just wanted to make sure that 22 I was checking into something that might come up 23 later. 24 Q. Okay. 25 Do you currently have -- feel that you have
Page 147 1 insulators or whatever, I knew that's where they 2 went. And when I was starting to think I might -- 3 might need to get checked out, I just sort of 4 looked them -- started looking for somebody to go 5 to. 6 Q. Were these friends that you'd worked with 7 at Duke? 8 A. I don't remember who exactly. I just 9 knew a lot of guys who went to several different 10 lawyers. That's just one of the names that I 11 picked out. 12 Q. You're saying you went to several different 13 lawyers or your friends? 14 A. No -- yeah, they'd been to different 15 people, and that was a name that I heard. It was 16 kind of local. 17 I think my dad had already saw them also 18 because he was the one who -- 19 Q. Your dad was a client of Wallace and 20 Graham? 21 A. Yeah. I think he went there because he 22 knew people that's who they'd give him a name of. 23 Q. Okay. I don't want to mischaracterize all 24 what you said, so I'm not trying to put words in your 25 mouth, but I think you in talking about friends that	Page 149 1 any lung or breathing problems? 2 A. It's very little. 3 Q. What little problems are you having? 4 A. My job is climbing all the time, and I 5 can't nowheres do what I used to without breaking. 6 I mean, my job day to day is climbing around in 7 piping. 8 Q. So if you do get a little short of breath, 9 how do you resolve that? 10 A. I just break. 11 Q. Just stop moving for a minute or two? 12 A. I still feel like I could do my job, but 13 I don't do it as fast anymore. 14 Q. Other than the nerve condition, do you have 15 any other current health problems? 16 A. I take a blood pressure medicine and I 17 take cholesterol medicine. I've been on them 18 probably eight years, seven years. 19 Q. All right. Other than what you've told us, 20 do you have any other health problems currently? 21 A. No, I don't think so. 22 Q. When you -- I think you said you had a 23 physical today, right? 24 A. Yes. 25 Q. Does your doctor have anything interesting

Page 150 1 to say or just you look good, you look fit? 2 A. Yeah, it seems you don't changing. 3 Q. What's that? 4 A. He didn't see no change in anything, seem 5 to be doing pretty good. Got my usual scolding for 6 gaining weight and that's about it. Pretty much 7 routine blood work tape of physicals, it's that 8 time again. I won't know about a lot of that until 9 for another week probably. 10 Q. Have you ever been ill with bronchitis or 11 pneumonia? 12 A. I don't think I've ever been diagnosed 13 with having either one of them. There were times I 14 might have thought I had pneumonia, but I don't 15 believe it was. 16 Q. You never made any claim for disability, 17 whether it be social security or private, right? 18 A. No. 19 Q. Other than -- let's see, hold on a second, 20 I get my doctor names messed up. 21 All right. Dr. Poor, is he your pulmonary 22 specialist? 23 A. Yes. 24 Q. Okay. Other than Dr. Poor and the doctor 25 that Wallace and Graham sent you to see who first	Page 152 1 Have any of your doctors told you anything 2 as to what you can or should expect as a result of 3 asbestosis? 4 A. I don't think he's told me that it's 5 looking worse than it did or sees any worse thing 6 right now. That's what I get from him, you know. 7 Q. All right. Other than slowing you down a 8 little bit and climbing the pipes at work, have you 9 noticed any impact on your life as of today? 10 A. Not a whole lot, no. 11 Q. Have you done any research on your own 12 about asbestos or products that contains asbestos? 13 A. No, just what I hear, you know. 14 Q. Okay. What do you hear? 15 A. Well, I mean I just -- I know this does 16 something to your lungs, but I don't know a whole 17 lot of medical part about it. I sure don't. 18 Q. Okay. Please don't take any offense at the 19 next question that we ask it of everybody. 20 Have you ever been convicted of any crime? 21 A. No. 22 Q. Have you ever been charged with any crime? 23 A. No. 24 MR. VICK: I believe that's all the 25 questions I have.
Page 151 1 diagnosed you with asbestosis, are any other doctors 2 treating you for any breathing or lung difficulties? 3 A. No. 4 Q. So Dr. Hardee doesn't -- he's your family 5 doctor? 6 A. Yes. 7 Q. He doesn't mess with the breathing and lung 8 part? 9 A. No, I take him at yearly tests that I get 10 from Dr. Poor, just taking the paperwork on it. 11 Just so he'll have it. 12 Q. So he's aware of it? 13 A. Oh, yes, he's aware of it, yes. 14 Q. Have any of your doctors told you what your 15 prognosis is with asbestos, what to expect? 16 A. Well, the fact that I don't smoke, 17 hopefully I don't expect a whole lot of future 18 problems. But that's just hoping. 19 Q. But have your doctors been encouraging of 20 that hope since you don't smoke? 21 A. I don't think to say one way or the 22 other. 23 Q. Okay. 24 A. But that's my hope. 25 Q. Okay.	Page 153 1 Anybody have questions on the phone? 2 MR. BARNES: No, I'm good. 3 (TIME NOTED: 6:56 p.m.) 4 (SIGNATURE WAIVED.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25

1 STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

2

3 REPORTER'S CERTIFICATE

4 I, V. Dario Stanziola, a Notary Public in
5 and for the State of North Carolina, do hereby
6 certify that there came before me on Tuesday, April
7 6, 2010, the person hereinbefore named, who was by
8 me duly sworn to testify to the truth and nothing
9 but the truth of his knowledge concerning the
10 matters in controversy in this cause; that the
11 witness was thereupon examined under oath, the
12 examination reduced to typewriting under my
13 direction, and the deposition is a true record of
14 the testimony given by the witness.

15 I further certify that I am neither
16 attorney or counsel for, nor related to or employed
17 by, any attorney or counsel employed by the parties
18 hereto or financially interested in the action.

19 IN WITNESS WHEREOF, I have hereto set my
20 hand, this the 19th day of April 2010.

21

22

23



V. DARIO STANZIOLA, CSR, RPR, CRR
Notary Public No. 20011200120

24

25

Index: \$51,168..80

	90:21	248-82-8250	50s 40:24
\$	104:10	5:23	5th 10:2
\$51,168	1979 55:16	27 143:10	
10:13, 24	1980 55:16	293 6:7	6
	58:19 59:4		
1	60:21	3	6 9:14
	95:19		64 13:12, 13
1/23/1948		3 6:9	65 13:9, 12,
5:21	1981 59:4	30 71:3	13
10 6:10	95:19	98:4, 11	66 13:7, 9,
27:8	99:23	141:5	12, 13
135:20	104:23		15:20
136:4	105:6	4	67 13:9
137:7	106:10		6:56 153:3
11 6:10	1985 6:19	4- 26:22	
12 135:20	74:4	40 28:6	7
136:5	104:23	67:6 71:3	
137:8	105:6	98:4, 11, 15	7 9:14
13 17:9	106:10	40-feet	70 16:2
131 5:25	107:9	28:11	40:25
15 27:9	1992 74:7	42 10:4	70s 44:5
98:8	76:1, 6	4th 15:20	45:3, 4, 6
150 127:22	106:15, 16		79:16, 18,
1955 40:24	107:10	5	20
1966 13:7	1999 10:2,	5 9:14	74 45:9, 19
1970 19:19	14 11:2	50 58:5	78 52:21
20:6	2	88:8 98:16	79 52:20, 21
23:17, 18	2000 72:20,	135:21	53:5 93:12
90:20	23	142:10	104:10
1974 46:4	2002 6:9	50-mile 67:6	
138:2	22 141:25	50/50 88:2,	8
1978 24:1	23 141:24	11	
51:15	24 141:24	500 26:22	80 53:5
			61:7 93:12

80s 73:10, 15 99:5	account 77:21	agreed 5:12, 18	announcement 42:24
81 58:21 60:22 61:7 62:1, 2, 15 100:1 105:9, 23	accurate 10:23 20:18 actual 113:25 130:10, 18	ahead 24:3 72:8 111:22 144:23 aid 47:6 air 15:17 16:18 17:8 18:3, 19, 21 19:16, 19 20:4 79:3, 6, 10, 11	annually 44:16, 17 anticipate 8:16 anymore 52:7 72:5, 16 78:10 149:13
85 65:9 100:1 105:9, 20, 24 106:15 139:24	added 81:5 adding 26:24 82:21 90:24 97:20	alarm 70:19 Albert 146:12 alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12	anyplace 138:2 anytime 19:16 Apartment 5:25 apologize 94:6 97:10 116:24
87 102:11	addition 129:7 additional 26:6, 11 additions 26:14 81:3, 4, 12, 13, 16, 19 82:3, 15, 21	alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12	apologize 94:6 97:10 116:24
88 102:13 135:23	addition 129:7 additional 26:6, 11 additions 26:14 81:3, 4, 12, 13, 16, 19 82:3, 15, 21	alarm 70:19 Albert 146:12 alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12	anyplace 138:2 anytime 19:16 Apartment 5:25 apologize 94:6 97:10 116:24
89 135:23 140:17	addition 129:7 additional 26:6, 11 additions 26:14 81:3, 4, 12, 13, 16, 19 82:3, 15, 21	alarm 70:19 Albert 146:12 alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12	anyplace 138:2 anytime 19:16 Apartment 5:25 apologize 94:6 97:10 116:24
9	address 5:24 6:3, 5, 6, 12 74:14 109:1 addressed 21:2, 3, 4 age 77:19 142:10 aggregate 134:13, 23 agreeable 5:15	alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12 Amarillo 16:7, 13 amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apologize 94:6 97:10 116:24 application 98:22 applied 33:19 50:2 53:22 85:3 96:12 apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16
90 94:24 136:16, 21 137:11	address 5:24 6:3, 5, 6, 12 74:14 109:1 addressed 21:2, 3, 4 age 77:19 142:10 aggregate 134:13, 23 agreeable 5:15	alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12 Amarillo 16:7, 13 amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apologize 94:6 97:10 116:24 application 98:22 applied 33:19 50:2 53:22 85:3 96:12 apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16
90s 9:14 69:13	address 5:24 6:3, 5, 6, 12 74:14 109:1 addressed 21:2, 3, 4 age 77:19 142:10 aggregate 134:13, 23 agreeable 5:15	alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12 Amarillo 16:7, 13 amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apologize 94:6 97:10 116:24 application 98:22 applied 33:19 50:2 53:22 85:3 96:12 apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16
92 6:9, 19 74:4	address 5:24 6:3, 5, 6, 12 74:14 109:1 addressed 21:2, 3, 4 age 77:19 142:10 aggregate 134:13, 23 agreeable 5:15	alive 140:16 allotted 88:3 allowed 75:16 97:12 132:12 Amarillo 16:7, 13 amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apologize 94:6 97:10 116:24 application 98:22 applied 33:19 50:2 53:22 85:3 96:12 apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16
A	abatement 49:8 accident 25:4	amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16
abatement 49:8	abatement 49:8 accident 25:4	amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16
accident 25:4	abatement 49:8 accident 25:4	amount 10:12 87:12, 15 88:25 118:24 ancient 10:18 and/or 112:21	apply 5:13 81:7 120:23 122:9 applying 30:18 86:18 area 9:15 18:16

Index: areas..auxiliary

25:21	33:23, 24	129:8, 13	123:25
28:3, 4, 13	37:22	130:22	assumed
38:6, 18	45:9, 11	133:1	62:11
51:12	46:5, 11	137:17, 19,	83:21
58:4, 5	47:17, 23	23 138:3	assuming
64:14 66:2	48:8, 11,	140:12	83:22
67:6, 11	12, 17, 20,	151:15	assumption
70:8	24 49:8, 15	152:12	83:16
73:12, 18	50:10, 16,	asbestos-	Atlantic
75:16	25 55:4, 6,	containing	136:15, 16,
90:17	8, 10 56:3,	50:21 76:8	18, 25
94:24	5, 8 57:19,	78:7, 13	Atlantic's
95:20	22 58:10	asbestosis	136:24
107:11	60:21	9:6 10:8	attempt
114:9	61:1, 16	79:19	65:21
121:4	63:11, 14,	140:3	attend 42:16
125:11	24 64:3, 8,	145:16, 19	attention
137:8	10, 16	146:1	75:24
139:3	65:18 66:7	151:1	83:18
areas 26:24	67:24	152:3	85:18
27:17, 21	69:15 71:6	aspect 28:16	89:17, 19
39:8, 9	72:12, 21,	assembly	98:18
57:9 64:22	24 74:25	98:7	attorney's
65:23	75:11 76:2	asserting	146:22
66:11	77:1, 17, 25	132:8	attorneys
70:21 79:1	78:4 79:14	assigned	10:2 11:19
84:24	91:18	17:8	79:24
89:24	98:23, 25	assignment	146:20
127:12	103:12	43:7	148:2
130:7	107:3	associate	attributed
arms 89:6, 8	108:1	103:7	140:9
arsenic	112:6, 7,	association	auxiliary
69:17, 18	14, 19	141:16	100:23
asbestos	117:22	assume 9:16	
14:3, 8, 16	118:3	16:3	
15:9 19:15	123:7		
23:11	127:8, 13,		
	14 128:25		

Index: average..blanket

average	124:20	111:14	bigger
39:2, 4, 6	126:19, 21,	127:6	119:14
41:8, 12	24 134:20	129:5	120:17
award 10:9	143:1	basis 27:6	biggest
awards 10:13	145:1, 23	89:23 90:7	27:20
aware 47:11,	backing	124:21	90:22
20 79:17	120:18	132:11	birth 5:20
136:1	124:10	134:14, 21	6:24
137:13	bad 70:8	bay 28:5	bit 12:15
151:12, 13	111:21	beat 143:4	13:18, 20
	148:19	begin 69:25	38:15
B	bag 33:18	behalf 5:17	53:25
B-52 19:6	34:23	10:4 103:2	81:24
B-52S 19:4	band 30:13	Belews	87:19 95:7
B-E-L-E-U-S	36:22	127:18, 19,	102:5
127:20	banged 143:3	21 134:17	114:20
back 11:23	banking	belief 23:10	143:4
22:5 23:8	142:21	76:1	152:8
29:17	Barnes	belt 86:12	bitty 20:23
34:19	133:11, 12	Bend 127:25	black 29:25
41:19	153:2	benefits	30:3
42:4, 23	barracks	10:13	123:25
43:16, 24,	16:10	bent 37:9	124:16
25 48:1	base 16:18	big 31:7	black-like
55:15	17:8 18:20	32:2	36:8
57:16	81:5	36:13, 14	Blacksburg
58:12, 21	based 83:16	40:22	6:22, 23
59:12	126:11	71:15 83:7	7:11
62:15 67:3	134:12	89:11 93:2	blade 36:13
72:23	139:7	113:16	37:4
73:10	basic 16:4,	114:4, 9, 23	blades
78:19	13	115:6, 9, 20	36:12, 14
79:25	basically	116:2, 11	37:8
80:11, 19	29:20		blanket
85:11			

33:23, 24	5, 12, 17	129:2, 8,	96:16 97:3
bleeding	116:9, 14	10, 12, 13,	brands
141:23	118:11, 12,	17, 19	112:18
block 31:8	15, 16	130:9, 14,	break 149:10
35:20 36:5	119:3, 18	18, 22	breaking
84:21	121:3, 6, 7,	132:22	149:5
85:19, 20,	11 122:5, 7	133:5	breath
23 86:24,	125:1, 6,	134:15	148:20
25 112:21	11, 21	bombers 19:6	149:8
blocks 31:4,	126:5	bombing 19:7	breathing
6 32:9	127:7	boondocks	44:11
36:2 86:25	129:23	109:2	140:6, 21
blood 149:16	130:7	bother 73:17	148:18
150:7	134:24	bottom	149:1
blowed 124:8	135:6	116:17, 20	151:2, 7
blueprints	boilers	118:16	bring 16:11
25:2	68:2, 5, 11	124:17	125:25
blunt 32:24	69:18, 22	box 31:4, 17	brings 8:24
boiler	77:18	32:3 43:6	bronchitis
68:17, 20,	103:18, 24	boxes 29:5	150:10
23 70:3, 14	104:3, 7,	31:7, 18, 19	brother 54:1
104:1, 25	11, 17, 24	32:2 35:6,	141:12, 14,
105:25	105:5	14	15
106:1	106:5, 10,	Brady 80:7	brother's
109:14	20 107:3,	brain 142:2	141:17
110:4, 15,	16, 19, 21	brand 28:25	brothers
17, 20	108:2	29:1	141:11
111:1, 6, 7	109:4, 14,	34:12, 16,	brought 60:2
112:25	19, 23	24 35:6, 8,	brush 73:2
113:1, 5, 9,	112:20	18 38:9	111:12, 16,
12, 25	114:13	58:14	21, 23
114:1, 2, 5,	120:10, 14,	78:12	brushing
7, 8, 9, 10,	19, 25	85:14	111:19
12, 18, 22,	122:10, 14	91:11	
24 115:3,	123:7, 17		
	124:12, 22		
	125:13		
	128:17		

Index: buckets..ceased

buckets 34:6	101:13,16	30:1,5	17 128:4
build 116:5	built 40:23	32:2 34:3,	carpenters
building	102:4	5,15 35:9,	83:17,20,
18:10,15	122:19	19 36:11	23
51:25	124:7	40:17	carpentry
57:23	138:2	43:3,6	82:1,6,13
59:11	burners	114:12	83:11,13
81:16	66:19	115:4,5	Cary 28:22,
82:18	burning	136:11	23 29:6,13
83:1,9,19	38:20	calling 41:3	30:5 35:22
85:22	124:1	67:13	36:7
89:8,11,12	burnt 123:21	116:8	case
90:11,17,	124:1	119:19	132:11,17
18,23,24	bursitis	121:2,11	cases 32:15
92:1,13	143:10	cancer	73:23
93:14,20,	business	140:25	89:20
25 94:8,11	89:17	card 46:19	132:14
95:9,23,25	buster 21:17	145:8,10	Catawba
96:3,20	23:12	cards 46:16	62:16
97:21	buy 37:24	care 5:10	63:7,13,25
98:1,6,17		29:17 92:9	64:16
100:5,19		Carolina	65:8,11
101:12	C	6:1,14,16,	66:23
102:6,7,16		22 7:12	99:25
buildings	California	10:11	100:3,5,
26:6,7,9,	17:11,14	12:10	10,21
12 81:6	18:17,18,	20:16,18,	101:18
82:22,24	19	20 22:7,8,	104:22
83:1,10	call 23:2	11 59:12	105:7,19,
84:25	29:23	66:14,23	23 106:11,
87:23,25	39:13 44:7	67:10,14	25 128:8
88:18	57:7 72:18	74:15,16	130:10,11
93:16	118:11	80:20	caused 65:7
94:13	called 20:15	91:23	142:23
95:9,12	22:13 24:5	92:2,23	ceased 64:10
100:12,13,	26:9 29:12	108:12,13,	
14,23			

ceilings 28:12	checking 57:11 63:3 67:8 68:15 109:25 112:1 117:1,2 118:5 125:4 148:22	11:3 78:8, 13 150:16	129:4, 9, 15, 20
cement 81:23		claims 10:6	climbing 149:4, 6 152:8
center 19:8, 11		clarify 15:7	
Championship 62:3		classes 7:6	close 14:15 21:8 52:1 55:22, 23 56:23 63:20 64:21 66:2 86:14 98:2
chance 79:24		clean 18:11 73:1	
change 30:14 42:8 150:4	checks 145:21	cleaned 75:6	
changed 26:2 27:23 46:8 83:7	chemicals 138:17 139:12	cleaning 46:2 73:18	
changing 150:2	Cherokee 53:11 55:3 63:8 104:10 106:24 130:12	clear 7:23 20:19	closed 16:10 43:15 117:9
charged 152:22		Cleaver-brooks 103:3, 5, 8, 13	closer 98:14
Charlton 103:1		Clemson 6:25 62:11 67:6, 13	closest 89:13 98:2, 11, 13 108:11 127:24 128:1
check 66:16 68:8, 10, 11 113:21 118:6 120:4 121:17 126:2 127:7	chest 146:16	Clemson's 62:3	
checked 54:22 111:7 115:15 117:13 147:3 148:4, 6	cholesterol 149:17	client 132:19 147:19	co-workers 11:14
	Christopher 145:13	Cliffside 108:20, 21, 22 120:6, 15, 22, 24 121:1 123:8, 16 124:20, 23 125:13 126:24 127:4, 9 128:15, 22	coal 66:19 116:19 120:1 123:21, 25 124:5, 7
	chunks 124:7		coat 34:4, 15
	cigarette 138:5		coating 33:22 138:24
	circumstance 71:1		
	City 22:19		
	claim 9:2, 8, 10, 12 10:8, 11		

Index: Code..corporation

Code 17:2	88:1	consistency	105:20
coded 112:21	compensation	134:9	106:6
cold 16:9	9:1 10:6,8	constructed	133:15, 23
32:23	11:3	93:17	148:9
collectively	complete	94:13	constructions
25:21	116:23	100:15	85:20
college 7:3,	130:5	construction	contact 15:9
4, 5, 8	completed	19:25	contained
color 36:5	86:20	20:1, 5	37:22
123:24	concern	23:17	48:8, 11, 17
colored 30:6	71:20 75:7	25:24	61:1 72:11
command	76:7, 11	26:4, 19, 21	91:18
18:6, 12	concerned	40:1 41:2	98:22, 25
19:8, 11	10:5 95:12	43:23	containers
Commission	concrete	54:25	91:14
10:12	101:20	56:10 57:2	contamination
communications	condition	58:24	70:17, 22
16:25	77:12	60:14, 21	contractor
18:4, 9	142:7, 9	61:6 63:17	60:10
19:12	149:14	64:24	135:17
comp 9:8	conditions	80:21, 24	contractors
companies	64:23	81:13, 15,	56:16
35:10 40:6	65:16	16, 23	135:14
59:1 61:9	70:2, 7, 12	82:19	136:6, 8
company 24:5	71:12	83:1, 10, 13	convicted
35:9, 19	configuration	86:6 87:16	152:20
43:16, 20,	54:21	88:11	cook 59:16
21 59:21	confuse 21:6	89:17, 24	cool 38:7
60:6, 9, 15	connected	90:1, 19	cooling 38:6
67:16	116:13	91:1 92:1	copy 9:25
95:24	considered	93:13, 14,	Cornelius
97:15, 18	5:16	20, 25 94:8	74:13
comparison	144:12	95:18, 23	corporation
		97:15, 18	
		100:6, 16,	
		20 101:12	
		102:2, 17	

136:19	41:14 51:8	136:21	12 121:17
correct	58:25	crawl 68:19	cutter 61:20
75:16	61:18 71:2	creating	99:8
103:9,13	93:6	121:9	cutting
104:5	102:14	Creek	36:15,23
105:8	111:17	127:19,21	50:11 51:6
107:1,7,	125:2	134:17	84:12
12,20	143:1	Creeks	123:13
108:3,4,7	145:2	127:18	
114:11	court 8:12	crew 43:12	D
117:8,24	81:9	52:8	dad 14:17
119:17	116:21,25	crime	147:17,19
122:22	cover 71:17	152:20,22	148:7,12
123:25	77:6,22	crud 111:20	daily 42:11
125:20	99:13	cure 142:16	90:11
126:6,24	126:23	current 5:24	Dan 128:3
127:5,11	covered	6:5 149:15	dangerous
130:14,19,	36:23	Cursing	46:5 79:15
20,24	66:12,21,	146:12	Daniel 19:25
132:20	22 67:3,20	cut 28:19	20:5,6,9,
137:10	71:22	30:8,10	10 21:14
corrected	77:10	31:5,6,10,	22:2
142:5	80:12	23 32:4,7,	23:16,25
correctly	85:24	8 33:22	24:12,16,
31:20	122:20	36:16,17,	18,19
40:23	covering	18,19	42:7,16
54:20	57:9 99:12	37:1,2,6,9	43:25 44:4
cotton 12:6,	105:17	41:23	45:1 46:25
11 13:14	covers 99:10	68:12	47:2,11,15
140:14	crack 68:10	73:25	48:8 49:4
Counselor	cracking	115:18,21	50:17,22,
132:8	53:19	116:23	24 51:9,
couple 5:10	54:12,22	118:6,9	14,20
7:3 8:8,9	cracks 54:12	119:9,10,	52:13
11:8 25:13	craft 98:19		69:21
40:13			

80:21	December	122:13, 16,	17:22
133:15	15:20	21 123:3	discovery
137:9	decent 61:20	129:23	10:3
Daniels	87:18	designed	discussed
40:23	decided	122:19	37:19
43:13, 18	148:3	detail	42:20 43:8
date 5:20	decrease	103:16, 18	50:14
15:19, 23	52:14	138:21	69:22
56:9 69:12	deep 65:6	device	125:15
dates 23:22	defendant	119:20	130:24
53:6 77:16	5:16	devise	134:11
99:3	defendants	115:12	137:15, 25
David 133:12	5:17	diagnosed	discussions
day 41:10	degree 7:7	9:6 140:1	44:2
42:14 70:6	delayed	145:15, 18,	disk 58:2,
110:11	15:21	25 148:7,	9, 15
125:2	depending	13 150:12	76:13, 18
144:2	34:10 37:1	151:1	disks 57:21
149:6	41:16 98:8	differ 63:7	64:4, 9, 11,
day-to-day	116:10	difference	14
89:23 90:7	125:3	40:11	dismissed
days 38:19	depends 87:1	difficult	132:14
43:2 143:8	90:5	8:22	distinction
deal 9:4	111:20	difficulties	119:20
92:14	deposition	151:2	disturbing
139:1	7:15 8:2	diploma 7:13	123:12
140:22	11:6, 10, 14	direct 51:1,	ditch 33:13
144:17	describe	4	Divorced
dealing	29:21	directly	138:11
97:20	76:20	24:4 33:18	doctor 44:23
dealt 105:11	119:3	disability	45:1
107:22	description	150:16	143:15
death 139:25	119:2	discharged	144:6, 9,
140:4, 8, 18			12, 17

145:11, 18, 20, 21, 23, 25 146:4, 11 149:25 150:20, 24 151:5	101:13, 15, 17 drywalled 88:17 drywaller 89:22 drywallers 90:2, 3, 6 91:10 92:24 97:4, 17 98:3 99:16 drywalling 95:5 dual 139:1, 10 duct 32:12, 14 84:4, 6 85:6 87:21 96:9 due 17:24 59:20 70:22 141:22 Duke 9:3, 9 10:10, 24 11:1 43:14, 20 46:13 49:13 51:17, 25 52:19, 24 53:9 55:2, 16 56:12, 14, 15	57:20 58:21 61:23 62:5, 15, 24 69:23 73:11 78:15, 16, 20 79:4 93:12, 15 94:2 99:22 103:19, 23 104:4, 10 105:6 107:19, 24 128:11 130:9 133:19, 20 135:12, 15, 19, 22, 24 137:9 146:18 147:7 Duke's 67:12 107:11 duly 5:2 dusk 42:2 dust 65:2, 3, 6 70:1, 4, 7, 23 71:13, 22 72:11, 21, 24 76:11 78:20, 24 116:19 123:20, 25 124:3, 5, 9	dusty 46:15, 16, 19 64:23, 25 66:10 70:2, 7, 12 77:11 79:1, 2 123:13, 18, 23 124:11, 14 duties 18:3 dye 54:23 E Earl 20:15, 17, 20, 23 21:4, 10 22:7, 8, 11 23:8, 13 24:11, 14, 20, 22, 23 25:7, 9, 22 26:17 27:3, 7, 15 32:1, 11, 21 33:7 37:18 38:14 39:19 49:9, 14 50:1 52:4 80:20 81:12 82:19, 25 84:2 85:3, 12 87:9, 13 88:16

Index: earlier..exposure

89:14, 23	15 135:19	106:23	expect
90:7, 21	employer 9:9	equipment	151:15, 17
91:21	10:8 20:3	69:19, 20,	152:2
131:13	60:1	23 70:1	explained
132:4	employment	92:7 93:2	78:4
earlier	11:17, 21	era 16:12	exposed 14:3
52:23	19:23	essentially	15:9, 11
103:2	93:12	52:3 122:8	19:15
early 12:5	95:17	140:4	23:11
17:24 46:8	137:20	ex-wife	50:16 51:2
62:2 63:17	encounter	138:14	55:4 57:19
68:24 99:5	65:15	exact 18:24	60:20
effect 148:2	encouraging	65:15	61:15
effort 71:15	47:16	74:19	63:24
elaborate	151:19	109:18	64:16 66:7
66:4	end 61:18	EXAMINATION	67:23
emergency	126:19	5:4 80:5	69:18 71:6
142:25	ended 21:22	102:24	74:25
employed	ends 61:16	131:7	76:25
23:24	102:21	133:10	77:25
24:12, 16,	Energy 10:24	134:6	78:8, 14
19 42:16	11:2 55:2	135:9	107:2
44:3 48:7	56:12	examined 5:2	108:1
49:4 95:18	57:20	exceptional	112:5, 8
98:10	enlistment	71:1	118:3
100:10	15:19, 22	excuse 38:16	123:6
135:12, 19	entire 8:19	58:8 62:10	129:13
employee 9:9	11:17 23:4	135:11	137:19
40:5, 13	24:10	137:9	138:17, 19
137:9	62:23	existing	139:13
employees	65:24 67:4	82:24, 25	140:11
39:11, 20	74:20	83:10 84:8	exposure
47:12, 16	90:20	exit 22:22	50:25
51:10	104:3		71:8, 19, 20
56:12, 14,			73:9 76:24
			103:12
			117:22

Index: exposures..foam

127:8	46:15	23:3, 13	124:7, 8
128:25	49:12	24:10, 14	finish 8:18
129:8	103:4, 6	26:2 27:25	61:21
130:21	119:23	32:20	116:22
133:1	122:11	39:11, 19	118:25
137:23	family	40:4, 5, 12	128:20
138:22	139:20	41:6 42:7	finished
exposures	143:15	48:19	15:14
47:16 78:4	144:6, 12	51:22	54:21
137:16, 17	151:4	79:11 83:5	59:21
extent	fan 62:11	131:12	60:11
124:14	fast 149:13	132:3	100:18
	father 14:22	133:16	finishing
F	15:10	139:1	85:6 92:6
fab 36:17	139:21	fiberglass	fire 113:4,
facilities	140:10, 11	32:13, 14	13
83:2	February	99:12, 13	fit 31:24
facility	52:21	field 18:10	37:10, 12,
16:23	fed 120:2	36:19, 20	13 54:20
18:12	Federal	95:2 99:18	150:1
90:21	45:15	fight 67:13	fittings
fact 64:7	feel 148:25	filed 9:1, 13	33:21
85:23	149:12	10:11	139:3
138:19	feet 56:20	finally	five-gallon
144:1	89:16	140:1, 21	34:6
151:16	98:4, 8, 11	find 19:22	fix 54:12,
fair 87:15	fell 126:25	52:10	13 57:15
93:8	127:1	fine 6:17	fixed 55:1
101:5, 8	fellow	8:10 15:24	flat 31:16,
fairly 72:3	146:14	29:2, 10	17 85:22
77:13	fiber 20:14,	30:6 34:10	flush 72:3
89:11	20 21:9,	36:9, 15	foam 38:3,
135:3	10, 15	75:10	5, 8
familiar	22:7, 11, 18	97:13	
		109:13	

focus 128:14	fossil	frustrated 43:9	
folks 88:22	66:13,19,	80:15	gear 41:21,
follow-up	22 67:7,19	full 5:6	24 68:23
102:20	70:13	8:20	72:25
107:7	71:7,12,16	fully 40:10	gel 111:18,
follow-ups	72:14	fun 144:2	25
11:8	77:6,10,22	function	general
food 59:16	105:2,9,15	118:7	42:24
95:25	106:13	furnace	60:10 73:8
Foods 59:11,	107:10	114:3,4	84:24 89:4
16 61:5	108:6,19	121:8	107:15
96:11	124:4,17	124:8	128:13
force 15:17	126:10,16	furnish	generally
16:18 17:8	127:17	136:16	42:21
18:3,20,21	128:11	future	47:10
19:16,19	129:3	151:17	gentleman
20:4	130:23		131:13
135:22	134:10		132:4
foreign	fossils 77:3	G	gentleman's
146:14	found 54:12		17:4
foreman	four-inch	Gaffney	give 7:23
43:11	31:5	12:10	87:11
Forest	fraction	53:11	88:10
144:20,21	48:11,16	59:11 96:1	125:8
forget 36:11	frame 61:7	108:20,24	130:1
Forgot 30:1	frequency	109:1	135:1
form 7:23	52:13	gaining	145:11
33:19	70:25	150:6	146:6
34:8,23	friend's	gang 43:5	147:22
forms 36:4	137:22	Gardener 7:6	giving 44:6
forward	friends	Gary 5:1,8	glass 30:1,2
120:22	146:24	gathered	36:8,15
	147:6,13,	43:5	good 51:23
	25	gatherings	69:8 76:22
	front 10:18		

87:19 91:4	24:11,14	17:3 18:22	hand 124:16
98:6	25:6,15	22:14	handle 41:18
141:13,17,	49:20 50:3	27:19 28:9	136:20,21
18 143:14	91:23	42:3 44:7	handled 14:8
150:1,5	92:2,23	47:10 52:9	37:18 83:6
153:2	Greer 22:23,	56:6 57:1	84:15,18
GOSS 5:14,	24 23:1	59:8,17	handling
18 10:19	grind 64:11	67:22	14:11,15
118:25	72:1,9	69:14 90:5	52:14
131:15,21,	grinded 72:9	91:4 98:5	55:17,23
25 132:6,	grinding	117:18	hanger 37:11
10,15,20,	57:21	128:3	hanging 90:4
23 133:2,6	58:2,6,7,9	144:11	happen 58:14
government	64:1,3,9,	148:1,11	happened
45:15	13 72:1	gut 37:10	44:10
graduated	76:12,13,	gutted 37:13	45:20
12:22 13:2	14,17,18,	50:8	happy 7:22
15:13	21	gutting	hard 34:19
Graham	ground 8:8	92:13	36:14 75:2
146:3,11,	54:25	guy 145:4	81:9
15,21,22,	72:3,6	guys 44:19	Hardee
23 147:20	86:10	45:7 51:12	143:19
148:16	group 26:22	59:23 60:5	144:3,14
150:25	38:17 40:1	126:23	151:4
gravel 84:22	41:1,11	136:10	hazardous
85:24	47:8 54:3,	147:9	46:11
86:22,24	5,7 105:22		138:18
gray 124:2	136:11	H	139:13
greens	groups	H-A-R-D-E-E	he'll 151:11
113:17	136:21	143:21	head 8:11,
Greensboro	growing 12:6	H-A-R-D-Y	12 145:1
80:8	113:18	143:20	health 11:24
Greenville	guess 6:9	half 8:16	46:6,11
22:12,15,	12:13	71:13	
20 23:4	13:10,18	141:12,15	

Index: health's..idea			
79:15 80:1	116:15	140:2	8, 15, 21, 24
102:20	117:6, 19	141:6	132:8, 13,
138:18	119:20	honest 25:18	18
139:14, 17,	helping	42:22	human 8:10
18 141:13,	13:19 93:6	119:22	hundred 35:2
17 149:15,	high 7:10,	121:13	89:12 98:8
20	11 12:22	hope 78:5	hundreds
health's	13:2 15:13	142:10, 18	117:17
141:17	28:12	151:20, 24	Hunley
hear 131:9,	102:4	hoping	102:25
20 133:13	141:4, 7	151:18	103:1
152:13, 14	148:10	hospital	134:7
heard 21:10	hired 40:3	142:3	Huntersville
30:17	54:8 59:22	143:8	74:10, 12,
46:5, 21, 22	60:5 62:16	144:20	13, 14
49:1	100:17	hospitalized	hurry 38:25
103:17	history 10:5	141:22	hurt 24:20
147:15	11:17, 22,	142:23	25:12 47:8
hearing	25 79:22	143:7	hydro 66:14,
46:14, 18	103:16, 22	hot 29:4	17, 22
heat 113:2	104:3	30:21 31:7	67:7, 20
121:9	106:24	32:6, 23	71:7
heat's	107:4	38:7, 21	106:14
117:20	139:20	92:8	107:11, 15,
heated 27:22	hold 150:19	121:25	19, 23
28:3, 13	hole	hour 50:15	108:2
113:10	115:18, 21	71:3	
114:14, 25	118:6, 9	hours 110:19	I
115:7	119:9, 10,	135:5	idea 14:5
117:20	11, 12	143:1	35:1 38:11
119:21	121:17	house 38:1	48:18
121:7	Holly 128:1,	53:25 95:9	60:19
122:7	2	137:21, 22	64:12
heating 32:3	home 51:25	Hovda 131:5,	76:10
115:12	126:11		

78:15, 19	Industrial	70:14	72:4 94:4,
86:2	10:11	88:1, 4, 13	8
91:12, 19	24:5, 7	90:19	inspector
97:5 98:24	Industries	92:12	57:3
101:9	20:14, 20	96:23	62:19, 21,
109:6	21:9, 10, 15	110:3, 6	23 63:1
110:17	22:7, 11	112:25	74:22
112:23	23:3, 13	113:13	inspectors
121:22	24:11, 15	114:1, 4,	136:12
125:14	39:12, 19	10, 13	install
132:15	40:12	115:2, 3,	78:17
148:14	131:12	11, 16	installation
identified	132:3	118:11, 20	88:16, 22
78:7, 12	133:16	119:16, 19	94:19
identify	Industry	121:3	installed
10:7	42:7 79:11	122:5	96:12
ill 150:10	information	123:1	installing
illness 10:9	7:20	125:17	39:7 75:25
141:22	132:25	126:4	89:14
illnesses	informed	142:3	101:2
142:22	137:16	inspect	instituted
impact 152:9	injured 47:1	54:11 57:8	45:5
inch 71:13	injuries	72:17	instruct
113:15	47:5	73:23	132:18
inches 29:4	142:23	102:8	insulate
32:9	143:2	124:21	32:11, 21
113:15	injury 10:9	129:25	33:2, 3
include	47:3, 12	inspected	93:4
27:10	inside	95:11	insulated
including	32:15, 17	inspection	64:19
57:3	37:14	54:5, 7, 8	87:21, 23
indoors	68:18, 19,	105:21	121:16, 18,
27:3, 15	22 69:1, 4,	116:7	23
	7, 13, 16,	123:18	insulating
	18, 22	136:20	
		inspections	
		54:18 68:8	

Index: insulation..job-related

32:1 51:6	61:1, 19	interacted	issue 70:4
56:1 59:7	65:4 71:16	57:2	
88:23	72:12	interesting	J
89:2, 5	73:7, 13	149:25	J-A-Y 5:8
93:24 94:1	75:8, 9, 15,	interior	J-U-N-G
96:9, 25	25 76:1	89:1 96:20	146:8
138:25	78:17, 18	101:13	Jamie 131:5
insulation	81:21 96:7	113:11, 24	Jay 5:1, 8
21:19	112:17, 21	114:8	Jerry 131:14
24:5, 8	118:21, 24	120:25	132:5, 21
25:25	121:4, 19,	122:3	133:1
27:10, 12,	20, 24	International	job 8:10
21 28:18,	122:1	136:11, 25	12:1 15:15
20 29:15,	123:12	interrogatory	18:2
21 30:19	133:17, 20,	10:4	21:15, 22
31:11, 21	23 138:3	interstate	23:21
32:4, 7	139:11	22:21, 25	25:12
33:6, 22	insulator	intervening	39:18
35:6, 18	14:20 15:1	58:23	40:23 42:8
36:23	21:24	involved	47:1, 13
37:1, 3, 18,	22:1, 4	58:16 83:4	51:18 52:2
21 38:10,	23:5, 19, 25	88:20 92:3	53:15, 23
13, 22	26:18	93:15, 19,	55:18
39:3, 12, 13	27:16	21 95:22	60:11
40:17, 18	28:17	96:7, 8	65:13 72:2
41:9, 13,	29:17	102:18	74:19
18, 20, 23	39:16 42:9	involves	83:20 88:8
47:23	43:12	54:18	89:20, 21
48:4, 7, 17,	47:19	iron 21:18	90:13, 15,
24 49:3, 6,	51:24	irregularities	16 99:17
15, 19, 22,	95:21 99:9	54:23	105:18
25 50:2, 3,	140:13	isolated	149:4, 6, 12
22 51:1	insulators	18:1	job-related
52:3, 11, 14	30:18		25:4
54:3 55:6,	147:1		
8, 9, 18, 24	intending		
56:2, 19	7:20		
60:25			

jobs 12:5	26:21	knowledge 147:10, 13	
44:18	29:19, 24	50:15, 18,	layers 29:4
51:21	31:17	20 63:22	
61:17, 18	32:20	78:3, 6	layoff
99:7, 10, 15	36:13	132:25	43:14, 20
134:19	49:10, 14		53:6
137:20, 24	57:5 61:16	Korea 17:9	lead 43:18
138:16	64:2 65:21	18:2, 8	138:20, 22,
	67:8 77:11		24 139:5, 7
July 16:2	78:18		
20:6 23:17	83:16	L	
jump 24:3	85:21 86:3		Lead's
Jung 146:7	87:2, 16,	lady's	138:23
junior 7:5, 8	20, 22 92:7	111:13	
14:18	102:21	laid 52:17,	leak 70:22
Jurgen 43:23	110:1	24 53:2	leaks 68:13,
44:1 58:24	112:17	55:17	14 113:21
59:3, 6, 9,	121:22	58:18	learn 79:14
19 60:9, 12	135:16	large 26:14	learned
95:17, 23	136:3	28:4, 5	46:10, 12
97:16	137:5	49:18	leave 90:13
98:11	138:8	81:3, 12, 19	
133:22	139:1, 3, 7	82:2, 14	leaving
	147:16	87:22	51:14
	148:3, 8, 10	118:23	led 43:17
		136:16	Lee 108:10,
K	kinds 48:3	140:14	15, 16
	124:5	late 44:5	109:3, 12,
Kaylo 29:3,	knee 143:3	45:3, 4	16, 23
6, 8, 13, 24	knew 46:8	69:13	110:7
35:8, 9, 12,	65:18	79:16, 18,	112:4
20	79:19	20	119:23
Kaylos 28:23	97:10	law 46:8	120:17, 18
kick 97:12	112:17	lawsuit 8:23	122:9
kicked 97:16	146:7	9:24 10:4	124:10
kind 11:23	147:1, 9, 22	lawyer 10:16	126:20, 21
21:22	knowing	lawyers 11:6	127:1
22:24 25:2	88:20		128:6, 15,

129:3,9, 14,20 134:11	local 147:16	31:4 33:9	145:11
left 7:9	located 12:9	37:7 38:2,	148:17
14:18	18:18	17 39:8,9	149:1
15:4,25	22:19	48:3,20	151:2,7
19:19	127:17	49:25	lungs 152:16
43:13 74:7	130:10	57:11	
90:23	143:22	61:20	
107:24	144:19	63:10,13	M
126:22	146:9	64:1 65:3,	
140:23,24	location	5 68:11,14	M-A-R-C-H
leg 24:21	89:5	75:10	18:22
25:3	locations	86:21	machinery
life 141:21	24:15	87:24	26:25
152:9	long 6:2,8,	88:13	machines
light 48:19	18,23	89:3,16,20	13:19 28:5
Limestone	16:13	90:3 98:14	38:19
12:8 13:17	17:16	110:10,25	made 36:25
14:4,9,22	23:6,24	112:17	37:7,13
15:5,10,14	28:8,9	114:16	42:24
lined 25:12	34:18 44:9	116:3,6	54:19 64:6
liquid 112:3	51:23 62:5	123:21,22,	71:15 86:1
listed	65:8 74:2	23 125:9	122:12,19
128:15,22	90:4	134:18	148:5
134:10	109:17,18	141:15,16	150:16
live 6:8,	110:18	145:23	magnetic
18,23	124:25	146:24	54:23
lived 6:2,20	134:16	147:9	main 52:9
14:20	144:3	150:8	107:24
62:10	longer 12:16	151:17	maintain
living	looked 29:22	152:10,17	128:12
139:21	30:2 147:4	Lowe's 37:25	135:22
	Lord 32:22	lower 66:13	maintenance
	125:8	67:2,5,9,	13:21,23
	lot 5:9	11,14,16	25:24
	16:11 27:4	luckily 54:4	26:22
		lung 140:9,	28:16
		22,24,25	

Index: major..metal

38:17	35:5, 17	83:23	81:7 85:14
39:17, 20	38:9 58:15	84:14, 16,	89:5 90:19
40:7, 12	85:14	20 85:3,	meant 113:24
41:1, 3, 5,	91:10	13, 15, 17	mechanics
16 52:6	96:17	86:22	111:5
60:3 66:16	120:19	91:8, 9, 11,	medical
81:1 83:5	125:12	18 92:16	11:25
105:21	129:18	94:21	152:17
116:7	130:17	96:17	medication
125:4	manufacturers	97:2, 3	142:16
126:1	34:21	98:22	medicine
major 39:18,	78:12 97:3	101:9	149:16, 17
25 40:8	manufacturing	133:20, 24	meetings
43:14 83:4	12:8 13:17	138:20, 22	42:17, 20,
make 7:17	14:4, 9, 23	matter 99:13	23 43:4
30:15	15:15	matters 5:10	melt 86:9
33:17	59:17	Mcguire 67:3	melting 32:5
39:23 57:1	March 18:19,	74:9, 20	86:7
64:23	22, 25	75:1, 15	men 40:7
66:21	married	76:24	mention
78:20	138:10, 12	77:1, 5, 11,	103:17
136:4	Marshal	23 78:1	mentioned
148:21	127:22	102:15	33:1 52:23
making 36:23	134:17	106:16, 19	58:2 80:23
44:6	mask 41:21,	107:1, 25	93:13
45:12, 24	24 42:1	126:14, 15	105:14
46:9	70:1, 7	127:1, 5, 10	mess 151:7
119:13, 19	masks 42:2	130:12	messed 97:9
man 115:20	70:4 78:20	134:12	150:20
119:13, 15	material	MDE 53:17,	met 80:8
manually	63:11, 14,	18 54:9, 17	103:2
36:16, 19	15 133:17	62:20, 21,	metal 57:13
manufacture	materials	23 63:1	61:19, 20
45:22	50:21	68:7 74:22	
manufacturer	82:13	MDL 132:14	
34:13, 24		meaning 42:1	

Index: metric..nonportable

63:4 71:18	mixed 34:6,	80:7 103:1	National
99:8,9	13	131:9	62:3
111:15	mixing 34:5	132:2,21	natural
113:23	50:12	133:12	140:5
120:4	Monday 19:25	134:8	nature 8:11
metric 110:1	money 60:16	mother	39:24 42:8
mid 9:14	monitoring	140:16	80:1
45:6 69:13	79:3	Mount 128:1,	101:10
Mile 6:16,	month 25:9	2	124:14
18,21,25	134:17	mouth 79:23	necessarily
62:10	months	147:25	68:25
miles 6:14	12:13,19	move 57:16	89:19 91:1
75:4	15:22	moved 23:7	98:13
military	16:19 17:9	92:9	113:8
12:17	21:19,20	moving 91:21	125:23
15:16	23:7,12	120:22	needed 13:24
mill 12:7,	24:21	149:11	negative
11 13:14	25:5,13,	mud 33:17	57:5
140:14	14,20	34:5,13	nerve 142:2,
mills 12:6	49:20	mudding	4,9 144:17
mind 8:9	90:15,16	88:19	149:14
91:14	91:22 93:6	multitude	nerves
mineral 30:1	134:20	65:7	142:20
minimal	Mooreville		neurologist
135:3	6:1,7		146:6,8
minute 128:8	127:23	N	newer 113:16
145:5	143:23	named 129:20	nice 18:13,
149:11	144:9	names 29:7,	14,15
minutes 71:3	146:10	14,16,25	night 7:6
mischaracteriz	morning	34:14,20	nod 8:11
e 147:23	43:1,6	59:2 78:9,	noise 139:2
mix 33:16	Morse 17:2	13 129:21	nonportable
	Moss 5:1,8,	137:6	76:18
	20 7:1	147:10	
		150:20	

Index: north..outdoors

north 6:1	104:10, 13,	occurred	older 44:19
10:11	22 105:1,	137:24	45:7 72:11
20:15, 18,	3, 7, 10	Oconee	142:20
20 22:7, 8,	106:16, 24,	65:12, 17	148:19
11 60:3	25 107:1, 5	66:8, 12, 25	one-day
74:15, 16	126:15	67:1, 22	134:19
80:20	130:10, 11,	74:3, 7	one-inch
128:4	12 134:12	101:21, 22,	32:17
northern	number 5:22	23 102:3	86:25
126:19	10:4, 25	105:16, 17	one-year
NOTED 153:3	67:20	106:15, 19,	104:14
notes 10:18	88:10	25 107:9,	ongoing
noticed	109:4	25 108:5	27:24
122:18	120:14	126:12, 22	142:4
152:9	140:15	130:11	open 23:22
November	nursing	October	53:23
10:2 23:18	140:2	23:18	opened 16:10
62:1, 2, 15		odd 61:18	operated
99:22	o	odds 61:16	142:13
nowadays	objecting	102:21	operation
17:6 34:17	132:10	offense	66:4 140:7
42:25 66:5	objection	152:18	opportunity
76:4	5:16, 17	offer 122:21	11:20
nowheres	131:18, 25	129:24	opposed
149:5	132:6, 23	office 18:9,	40:12 51:1
nuclear	133:2, 6	15 20:10	order 11:6
43:15 52:1	observed	24:18, 21,	oriental
53:1, 11	39:22	22 25:10,	145:4
55:3 62:16	occasion	13 47:7	OSHA 44:3
63:7, 8, 25	72:17	95:12	45:16
65:12 66:8	Occasionally	100:13, 14	outdoors
68:3 70:14	113:20	102:7	27:7, 11, 13
74:9, 20	occupational	offices	
78:23	137:16	19:18	
102:16		95:10	

Index: outer..physically

outer 69:2	part 27:20	payment 9:21	65:13
outfit	41:16	payments	performing
136:11	63:17	10:13, 14	18:3
outlawed	66:13	11:1, 2	135:15
45:9, 11,	67:2, 5, 9,	Pearson	period 25:17
14, 22	12, 14, 16	131:14	76:6
overseas	90:22	132:5, 22	102:15
18:14	94:16, 17,	133:4	104:14, 24
	19 95:13	Pearson's	105:5
	121:7	133:1	107:9
P	151:8	people 16:11	124:24
	152:17	21:10	135:1
P-O-O-R	part-time	30:17	permitting
145:13	12:2, 5	40:19 41:6	27:8
p.m. 153:3	partial	49:1 51:8	person 13:20
pack 90:4	140:22	52:16	47:6 89:13
packaging	parts 59:4	79:17, 19	personally
35:12 49:5	68:7 95:19	98:18	46:4
86:4	party 8:23	99:12	pertain
paid 56:24	132:11, 16	135:24	11:21 63:1
60:16	pass 44:20,	137:4	ph 28:23
85:18	21 45:8	142:10, 20	43:23
painted	passed	147:15, 22	48:19
139:3	139:23	percent 27:9	phase 59:18,
painting	paste 139:4	88:8 94:24	22 82:4
138:23	patience	135:21	90:1
pairs 51:7	102:22	136:16, 21	phone 131:4,
paper 42:1	patient	137:11	6 134:3
74:5	34:20	percentage	153:1
paperwork	pay 75:24	27:6	physical
151:10	83:18	87:12, 20	44:7 144:1
parent	paying	88:2 126:2	149:23
136:19	89:17, 19	perfectly	physically
141:6	98:17	20:19	54:18
		perform	

Index: physicals..plants

56:19	112:1	118:5	52:4 53:1,
68:19	113:15	121:9	10 62:14
physicals	117:16	149:7	65:17
150:7	120:5	place 17:8	66:11, 18,
pick 99:10	127:7	21:7 37:25	19 72:11,
picked 60:15	pipes 30:19,	40:24	20 77:22
61:8	21 31:21,	49:19	80:16
147:11	25 32:22	57:12	82:19
pictures	37:25	60:12 68:1	88:16
11:9	53:19	73:9, 16	89:2, 14, 23
piddled	54:11	85:9 90:20	91:21, 23
53:24	71:22	92:23	92:2, 23
piece 37:9	88:23	101:6, 14	96:1, 11
93:2	89:2, 5	102:17	98:21
111:15	93:24	120:17	99:25
pieces 28:17	94:1, 9	124:2	100:3, 5,
84:7	96:25	146:2, 23	10, 21
Piedmont	117:3, 12,	places 17:18	101:18
67:11	15, 23	55:12	102:3
107:11	152:8	66:15	104:12, 19,
pink 30:5, 6	piping	71:21	20 105:1, 2
36:9	35:18, 20	92:12	108:19
pipe 31:1,	39:23	107:3	114:17, 20
14 33:13,	54:20	116:4	123:22
21 36:2, 4	57:25	117:20	124:4, 18
37:21	68:15 85:7	plant 14:6	128:5
40:16	87:21	20:24	131:13
42:14	88:13	22:18	132:4
53:24 56:1	93:22	24:23	135:4, 13
63:5 71:13	95:13 96:9	25:6, 7, 15,	plants 42:7
73:2 75:4,	101:7	22 26:2, 17	43:15
7, 10	109:25	27:3, 7, 15,	51:22 52:1
92:11, 19	110:1	18, 25 30:9	60:4
98:1 99:10	111:8, 9	32:1 40:19	66:13, 14,
	112:20	49:9, 14,	17, 22
	113:16	16, 20	67:7, 8, 18,
	117:2	50:1, 3	19, 20, 21,
			24 68:1, 3

70:13,15, 20 71:7, 12,16 72:14 77:6,10 78:16,17 79:4,11 80:12,14 89:11 100:4 103:21 104:1,7,13 105:10,15 106:13,14, 18,19,21 107:5,10, 11,15,19, 23 108:2, 7,9 112:7 113:7,16 126:10,11, 17 127:17 128:14 129:3,9, 19,20,24 130:13,18, 23 134:10, 14,24 135:15	plumbing 95:16 pneumonia 150:11,14 point 24:4 43:11 55:9 56:2 61:22 64:10 69:6,10,25 70:10 76:22 106:23 141:23 points 8:9 polymer 27:22 31:18 32:3,5 polymers 28:4,13 Poor 145:13,22 150:21,24 151:10 popping 8:9 portion 48:10,16 possibility 64:13 post 18:12 posts 18:6 poured 33:12,18 34:22	35:2,3 powder 33:13,16, 19 34:8, 13,22,23 50:13 124:2,6,7, 8 power 10:10 51:25 53:10 62:14 67:15 70:19 78:16 79:4 133:19,20 135:13,15, 24 practice 45:5 pre 30:8 31:10 pre-cut 28:17 31:21 premises 97:16 preparation 11:10 prepare 11:6 present 56:19 76:2,6 106:17	pressure 149:16 pretty 8:5 17:12 18:13 27:23 42:11,15 50:5,7 52:15 66:4 87:16 98:6 100:22 143:13 150:5,6 previously 64:18,19 80:9,12 128:18,23 129:14 primarily 30:18 prior 6:5, 12,21 11:14 72:7 75:12 137:7 144:7 148:15 private 150:17 privilege 132:9 probe 112:2 problem 40:15 54:24

142:5	49:23 50:7	139:1,11	139:2
problems	59:9,24	put 31:6	
63:4 79:18	60:24	32:16	Q
140:6	61:5,6	33:22,24	question
148:1,18	80:20	34:4 37:21	7:18,19,
149:1,3,	85:12	38:2 39:13	22,23,24
15,20	projects	40:17 41:9	8:13,18,
151:18	40:11 61:7	54:20	19,22
produced	110:12	55:7,13	10:1,22
69:16	proofing	56:8 63:16	78:11
product	139:11	73:16,19	81:8,10
14:16 29:2	protecting	75:17	82:11
30:7 34:25	122:1	78:16,19	97:7,11
35:23 78:9	protection	83:8 84:22	106:14
103:13	70:15	85:21 87:1	107:15
production	78:25	88:20	110:14
25:21	protective	92:7,19	124:10
products	41:21,24	96:14 98:1	128:13
14:8 76:8	68:23	102:6	132:1,3,7,
77:17	72:25	111:23	24 133:3,
78:7,13	protocol	120:1	7,22
82:13	47:1	124:6,15	152:19
85:13,15	provided	140:21	questioning
103:7	10:3	142:3,19	91:25
138:7	proximity	147:24	questions
152:12	14:15	puts 99:9	5:10 8:17
prognosis	55:23	putting 26:1	10:15
151:15	63:20	29:3 31:23	11:20
program	64:21	39:5,8	34:21
49:15	86:15	42:13	40:14
project	pulmonary	49:22	79:21,24
20:10,12,	44:12,13,	61:19	80:1,13
13 22:6,10	14 150:21	73:6,12,	92:16 96:5
24:16,19	purpose	16,17 85:8	97:14
39:25		86:15 87:6	100:8
		93:2 94:23	102:1,20,
		101:3	

Index: quick..remember

22 109:11	120:18	117:14	rectangular
116:22	148:19	118:21	114:23
120:9,23	realized	121:14	redo 28:2
131:1,11	46:7 97:8	122:13	refabbing
132:12,19	reason 14:2,	123:3,24	38:18
133:8	7,14 15:8	135:13	refer 21:10
134:2,4,8	19:14	receive 9:21	122:14
135:8	23:10	11:2	referred
139:17	51:14 52:9	received	29:14
152:25	63:23 66:6	7:13	115:17
153:1	67:23	10:10,14,	148:17
quick 120:18	73:22	23 11:1	referring
quit 45:24	74:24	recent 6:6	114:24
141:4	142:20	recently	121:20
	reasons	72:20	regard 97:14
	59:20 65:7	RECESS 80:4	regular
R	recall 33:2,	recognize	27:24
racks 75:5,7	6 35:5,17	24:7,9	37:5,6
radiation	45:4 47:2,	recollect	regularly
70:15	15 58:14	13:15	136:5
78:25 79:6	59:8 82:1,	104:6	143:16
radio 17:1	12 83:10,	109:16	reinsulate
18:4,9	17,23	110:6	26:3
19:12	84:2,19	recollection	related
rare 72:17,	85:13	24:6 26:8	131:11
18 142:9	86:23	90:8	relationship
reach 89:6,8	89:13	130:15	19:3
reactor	92:24 93:8	recommendation	remain 22:1
93:18	94:12 95:5	s 148:1	33:25
readings	96:16,21	record 5:7	remember
121:10	97:2,17,20	8:20 28:8	6:20 9:12,
ready 93:3	100:9,20	80:7	16 10:25
real 29:2	101:14,17	recording	11:12
30:6 34:9,	102:1,16	47:2	
10 119:18	108:9		
	109:3		
	112:11		

Index: remembered..resulted

15:19, 23,	24 146:1,	113:22	resolved
25 23:21,	13 147:8		9:17, 19
22 26:11	148:12	repairs	
29:7, 9, 14,		39:23	respect 49:3
16 30:7	remembered	rephrase	81:11, 18
32:24	139:10	7:21	82:14, 24,
34:12, 14,	remodel 39:1	replaced	25 83:9
19, 24	92:25	60:9	84:1 91:8,
35:3, 11	remodeling	report	9 92:15,
36:5 40:23	26:24	47:12, 16	17, 22, 25
42:19, 22	92:14, 22	reported	95:4
44:2, 23	remodified	47:7	96:19, 20
45:8, 20	38:15	reporter	98:20
46:2, 18, 23	removable	8:12 81:9	100:3, 19
47:5, 8, 21	36:25	116:21, 25	respirator
49:4, 7	removal	Reporting	68:25
50:6 52:21	49:11, 19	47:3	69:4, 7, 11
59:1 60:6	remove 38:13	represent	70:9, 11
61:10	39:2, 12	131:15, 21,	126:6
82:6, 20	40:17	24	140:7
85:16	41:20	represented	respirators
86:3, 6	49:15	131:16, 22	70:16
88:15	56:18	require	78:25
92:16	65:21	70:23	125:16
96:15	71:16	required	response
97:23	removed	47:12	8:14
103:25	41:13	requirements	responses
104:6	59:19	44:3	10:3 122:9
105:19	65:23, 24	research	rest 22:2
106:4, 8	removing	144:20	79:23
109:5, 17,	50:11	152:11	128:14
21 110:24,	56:25	resolve	restate 76:4
25 118:20	75:3, 15	142:17	result 9:21
128:9	84:7	149:9	50:25 71:8
139:8	repair		152:2
140:2			resulted
144:8, 11,			
25 145:20,			

129:1	84:2, 14,	rubber-like	15:13
retest 57:15	15, 20 85:3	38:10	141:4, 7
return 19:20	94:17, 19,	rules 8:8	148:11
returned	23 96:14,	81:7	schools
61:23	17 99:19	run 25:2	16:20, 21
99:22	100:9, 11,	30:21 52:3	scolding
rework 26:1,	20	59:23	150:5
23	roofs 27:13	60:12, 14	sealed 34:1,
rise 102:4	84:22	87:18	2
River 127:25	room 28:7, 9	92:11	section
128:3, 4	71:2 73:4	105:18	37:13
Riverside	109:15	run-in 68:3	40:16
18:19	114:2, 5, 9,	running 92:8	73:22 85:5
road 51:17,	18 115:3,	117:3	86:19
19, 20	5, 6, 17		122:6
106:7	116:11		
rod 21:17	117:3, 21	S	sections
23:12	118:12		30:23, 24
rolls 113:19	119:10	safety	31:10, 22
roof 27:4	134:5	42:17, 19,	68:13
84:5, 7, 8,	142:25	23 43:8	77:14
9, 10, 12	rooms 57:10	69:19, 20,	84:24
85:2, 7, 13,	64:17	23 70:1	security
21 86:17	65:24	sample 75:13	5:22
87:2, 9, 14,	rope 73:15	sawed 30:12	150:17
17 92:12,	75:3	36:11, 12	sees 152:5
15, 18, 19	roughed 82:5	saws 30:13	senior 14:18
96:7, 10, 12	88:7 90:11	37:5, 6	separate
100:23	round 114:23	scaffolds	109:14
101:1, 6	routine	116:5	separated
roofers	150:7	scale 49:19	109:20
86:7, 23	Rows 6:7	scarce 51:21	121:7
roofing	rubber	school 7:2,	service 16:1
	37:21, 24	10, 11	17:22
	38:3, 8	12:22 13:3	141:24

serviced	57:6	106:22	112:10
67:22	143:10	119:5	situations
126:16	show 9:25	120:13, 21	71:20
services	shut 53:1	122:12, 23	size 31:1,
103:8	siblings	128:24	23, 25 98:6
set 124:15	141:9	129:22	116:10
146:4, 15	side 78:24	130:25	128:6
settlement	SIGNATURE	131:10	skull 142:3
9:19, 22	153:4	133:14, 21	slang 34:16
10:10, 24	signed 12:17	138:9	slick 72:1
shake 8:12	significant	142:15	slow 52:16
shape 143:14	63:8	143:25	slowing
shaped 31:1	similar 17:3	145:17	152:7
35:20	64:24	sisters	small 21:7
36:4, 5	120:10	141:19	37:21 52:8
shaping	128:16	site 20:11,	59:1 83:5,
37:15	simply 71:21	12, 13	6 97:15, 18
sheet 31:7	sir 7:16	24:19	smaller
sheets 73:20	8:25 9:7,	59:20	93:16
Shelby 20:21	11 19:13,	60:14 61:6	128:5
21:1, 3, 4,	21 26:10	64:24	smallest
9, 11 109:1	34:14 47:4	80:20	128:6
Shepherd	55:21	81:24	smoke 141:1,
16:18 17:7	58:16	82:25	5 151:16,
shield 75:21	65:14	83:13 84:2	20
shops 36:18	74:23	85:4, 12	smoked 138:6
short 17:20	80:22	90:6, 7	141:6
105:18	84:10, 13	92:9	smoker
149:8	85:16	135:24	138:4, 5, 14
shortness	86:13	136:17	smooth 37:12
148:20	96:4, 18	sites 18:7	72:6, 9
shoulder	100:2	22:6, 10	social 5:22
	101:19	24:16 59:9	150:17
	103:6	sitting	
		14:13 48:6	
		87:4	
		103:11	

somebody's	spaghetti	125:11	station
73:22	117:17	square 35:21	17:25 19:7
116:4	Spartanburg	stage 97:21	53:11 55:3
someplace	7:5, 7	stages 90:9	62:16
76:18	22:14 23:2	stairs	63:7, 9, 25
130:5	speak 11:5,	124:15	65:12 66:8
146:7	13	standard	74:9, 20
Something's	speaking	5:13	102:16
117:6	69:19	staring 87:5	104:11, 22
sort 13:20	79:10	start 49:15	105:7
23:21	114:21	52:19	106:16, 25
24:24	specialist	67:13	107:1
25:12	150:22	70:10	108:10, 16,
43:18	specialized	90:4, 12	23 109:3,
120:9	137:4	142:20	12, 23
121:24	specialty	started	112:5
126:25	136:3	20:6, 9	119:24
142:9	specific	21:14, 17	120:7, 15,
147:3	27:16, 17	23:16, 19	18, 23
sound 139:11	33:2 80:13	44:6, 9, 18	122:9
sounds	specifically	102:14	123:8
127:21	16:24 45:4	105:15	124:10
South 6:14,	131:12	107:8, 10	126:15, 20
16, 22 7:11	specifics	147:4	127:22
12:10	32:25	starting	130:10, 11,
59:11	spell 28:24	105:23	12 134:12
66:14, 23	29:8	147:2	stationed
67:10, 14	spelled	state 5:6	17:19
74:15	127:21	67:9, 14	104:15
91:23	spent 26:19	125:20	105:7
92:2, 23	87:8, 10, 13	States 19:20	stations
108:11, 13,	91:22	Statesville	107:24
17	93:24	144:10	stay 51:25
space 24:22	110:8		62:5
25:10			stayed 34:1
			steam 40:16

68:14	strapped	5:25	
108:10, 22	37:9	supervisor	T
109:3, 12,	Street 6:7	25:12	T-A-T-T-E-R
23 110:7	strikes 35:7	43:17	144:18
112:4	strip 38:18	supplied	taking 26:25
114:25	stuff 11:12	133:16, 20,	27:20
119:23	25:3 26:2	23	39:15
120:6, 15,	27:22, 23	suppose 5:11	49:19 66:5
18, 22	29:3 30:4	139:11	73:7, 12, 14
122:9	31:16	supposed	75:22
123:8	32:16 34:3	99:4	77:21 84:9
124:10	36:24 39:9	surgery	90:20
126:20	48:19 50:5	142:2, 3	92:23
127:7, 22	55:13 56:8	surrounded	101:14
steam's	57:22 61:3	115:7	102:17
113:2	63:16	suspect 46:1	110:19
steel 23:14	76:11	81:22	117:12
54:25 95:3	77:18 90:4	100:25	130:2
step 80:11	101:7	116:14	151:10
stipulations	112:20	sweeping	talk 30:17,
5:13	116:6	13:19	22 43:25
stomach	137:5	switched	106:13
111:14	138:24	42:9	119:5
stone 85:23	suffered	sworn 8:6	talked 37:17
stop 73:18	47:13	sworn/affirmed	69:19, 22
149:11	summarizing	5:2	talking 8:20
Stouffer's	130:8	system 98:7	49:25 74:5
59:11, 16	summer	128:7	98:6, 16
60:4 61:5	12:14, 16,	systems	105:2
95:25	21, 24 13:2	32:12, 14	112:24
96:11	15:14		113:11
98:21	summers 12:6		114:3
straight	13:9, 13		115:14
34:23	14:4		118:14
	Superior		122:6
			125:5

147:25	teletype	54:23, 24	68:9, 15
tank 99:17	16:25 17:1	63:11	111:7
115:9, 11	18:4, 8	75:12	117:2
tanks 87:22,	telling	tested 65:19	130:2, 6
23	20:17	76:5	thicknesses
tape 17:5, 6	146:20	119:17	68:10
130:5	Temp 28:23	testified	109:25
150:7	29:6, 13	5:3 80:16	110:19
tar 84:23	30:5 35:22	testify	117:12
85:8, 19, 20	36:7	94:21	130:7
86:4, 7, 18,	temperatures	testimony	thing 10:6
23	36:1	8:6 84:3	11:25
tarred 87:1	temporarily	93:13	25:25
Tatter	23:8	105:4	42:11, 15
144:18	ten 56:20	106:9	51:5 52:15
team 60:3	142:5, 8	testing	53:23
83:5	144:15	53:19	76:16
111:22	ten-foot	79:10, 11	98:10
teams 43:17	28:14	94:4	109:24
51:7	ten-inch	tests 44:21,	111:14
tear 13:19	121:19	24 151:9	118:17
63:18	tent 75:17,	Texas 16:7,	129:5
64:22	18	14, 18	130:4
tearing	term 46:15	Thailand	139:20
25:25	terminology	17:13, 14,	152:5
39:10 50:6	35:15	16, 23 19:2	things 11:24
63:21	46:22	thick 29:4	29:19 32:3
tech 16:19,	Terrill	31:7 32:9,	33:1, 2, 10
21	127:23	17 36:14	34:19
technical	territory	37:3 130:3	36:18
5:10	67:12	139:4	37:2, 10
technicians	test 44:13,	thickly	39:23
137:5	14 45:8	121:18	48:20 50:1
		thickness	64:25 65:6
			66:16
			69:17 80:1
			89:9 97:25

Index: thinking..totaling

100:24	34:18	107:4,9	109:21
110:25	35:2,15	109:17	tobacco
123:23	36:22	110:8	138:7
125:4	38:19 39:5	117:16	today 8:24
thinking	41:1 42:24	124:4	14:13 48:6
38:4 45:12	43:25	125:9,10,	74:17
115:9	44:1,9	15,20,24,	103:11
Thinned	45:21	25 126:4	112:10
37:14	50:12	128:10	137:25
third-party	52:16,24	134:20	144:1
136:6	55:7,9	135:1,5,6,	149:23
thought 42:4	56:3,4,6	19 141:7,	152:9
114:12	58:23,25	24 143:6,9	told 37:3
130:2	61:4,7	144:10	77:21
150:14	62:6,24	148:3,5	149:19
Thousands	65:25	149:4	151:14
117:18	68:12 69:1	150:8	152:1,4
three-foot	70:13	153:3	tons 58:4
30:23,24	71:11	times 37:8	88:18
31:10,22	72:10 73:6	38:17	toolbox
Thursday	74:20 77:8	66:10	43:3,5
19:24	80:19	71:2,5,24	tools 37:7,8
131:17,23	85:11	86:8 89:3,	76:8
tie 93:6	86:11	16 90:3	top 34:4,15
tightly	87:8,9,11,	110:11,21	81:10
37:13	12,13,15	111:3	84:22
time 10:9	88:25	116:7,8,11	86:12
12:18	89:19	124:19,20,	87:23,24
17:25 22:2	90:20	24 125:7,9	144:25
23:4	93:23	126:1	tops 85:22
24:10,12	94:24	134:22	total 119:7
25:17	96:13	138:12	134:17
26:2,18	100:12	150:13	totaling
27:24	102:15	tissue	10:24
	103:22,23	142:19	
	104:2,14,	title 21:16	
	24 105:5,	53:15	
	10,14		

tours 18:1	114:13	tying 23:14	Um-hum 25:16
town 20:23	116:9,13	63:5	69:5,24
108:11	119:11	type 10:6	91:24
127:23	125:17,22,	11:25	120:8
trade 46:16,	24 126:5	18:15	uncertain
19 81:22	127:7	31:10	7:18
82:2,13,23	tubing	49:5,18	underground
trades 46:15	68:11,16	66:17	27:13
81:19 82:6	109:25	85:19	understand
83:11	112:20,24	95:16	8:1,15
training	113:12	114:22	20:17 21:8
16:4,19,	115:7,14,	115:25	55:11 56:7
22,24 17:7	16 116:11	120:10,11,	57:2 58:11
transferred	119:21	12 121:20	64:2 66:21
16:17	121:4	127:3	75:14 87:4
traveled	tubing's	132:9	91:7 119:7
51:23 77:2	115:6	135:21	132:3
treated	tubings	136:21	136:4
144:15	114:5	137:4	139:5
treating	120:3	139:20	understanding
151:2	122:6	140:7	31:9,20
treats	turn 137:18	141:22	40:10
145:21	Turned 102:7	types 28:20,	45:21
trips 17:20	turns 33:21	22 29:15	47:22 56:2
true 73:10	34:2	37:2,17	140:11
truth 34:17	TV 111:13	38:13	understands
109:10	two-day	40:11	119:6
135:1	134:19	U	understood
tube 113:4,	two-foot	U.S. 15:17	56:4
5,6,13	31:5	19:16	union 46:23
118:12	two-inch	ulcers	unions 46:21
tubes 69:3	86:25	141:23	United 19:20
113:1,8,14	two-inches	ultrasonic	University
	31:5	68:8 72:4	144:21
		111:13	

Index: urologist..weld

urologist	122:4	23 147:19	ways 37:15
144:24		148:16	51:23
145:3	vicinity	150:25	76:25
	133:5		77:23
usual 150:5	VICK 5:5,	walls 98:1	
	12,15,19	101:20	wear 41:21,
utility	9:24	113:20	24 68:12,
13:20	10:17,21	115:14,16	23 69:25
	131:4	116:12	70:7,8,14,
	134:2		15,23
v	135:10	wanted 38:25	72:25
valve 40:15	152:24	60:16	73:3,5
137:4		148:21	
valves 36:24	Vietnam 19:3	warehouse	wearing
		29:19	70:10
vehicle	Virginia	45:25 46:3	weather 27:8
143:4	128:4	59:14	87:16
vendor	volume 110:1	warm 69:14	Web 7:6
135:21			
vendors		warned 47:21	week 39:3
135:25	W		41:9 150:9
136:17	wait 8:21	warnings	
137:12	WAIVED 153:4	49:5	weekend
			61:10,16
verbal 8:14	Wake	Washington	99:7,15
	144:20,21	136:11	
vessel 112:2	walked	watch 57:14	weekends
114:22,23	124:15	75:23	61:12
115:9,23,			
25 117:4,	walking 65:7	watched	weeks 16:15,
5,7,10,11,	71:21 73:8	86:20	16 41:15
14,23		88:18	110:13
118:2,10,	wall 68:8,	watching	125:2
14 119:3	10 109:25	87:3 88:20	135:5
120:5	111:7		
	117:1	water 87:22	weight 150:6
vessels 63:5	130:2,6,7	113:2,3,5,	Weil-mcclain
115:8		6,13,14	131:24
117:12	Wallace	121:9	132:13
118:5	146:3,11,		
121:14	15,21,22,	water's	weld 63:4
		113:9	68:10

welder	word 35:12	84:5, 6	13, 22
113:21	words 80:15	85:6 87:8,	137:4, 6
welders	147:24	14, 16, 24	148:8, 10
56:10 57:3	wore 69:4,	88:1 92:18	150:7
64:9, 14	6, 11	95:16	152:8
76:8	125:16	96:21	work's 127:6
welding	126:6	98:20	worked 12:5,
53:16, 17,	work 13:21	99:11, 15,	15, 18, 24
18, 21, 25	18:24	19 100:9	13:8, 14, 16
54:9, 15, 22	19:25	101:13, 17	14:17, 22,
58:15	21:18	103:16, 22	23 15:10
62:18 63:2	22:6, 10	104:1, 3,	18:6
81:23	23:4 24:4,	11, 23	19:10, 11
136:22	15, 18	105:25	22:12
welds 58:6, 7	25:21	106:1, 9,	24:21, 22
72:2	26:23	20, 23	25:9, 15, 23
wet 50:10,	27:2, 7, 10,	107:4, 16,	26:5, 12,
12 73:25	15 28:17	18 109:18,	17, 20
wheel 76:14,	40:9, 25	22 110:17	27:17, 18,
17, 19, 21	41:2 43:6,	113:7, 23	19 30:13
white 29:23	14, 16, 18,	114:7	31:18 33:6
30:3	21 49:8	116:3, 4, 6	40:11 41:6
wide 28:6,	51:1, 2, 7,	117:1	46:25
11	16 52:3, 16	119:14	47:11
wife 144:10	53:10	120:10, 11,	49:9, 20
Williamston	54:25	12, 25	50:7 51:8,
108:11, 17	57:6, 7, 11	123:7, 17	24 53:24
wind 11:23	58:21	124:21	58:23
Winston-salem	59:8, 10, 21	125:5, 10,	59:3, 12, 18
127:18	61:6, 8, 13,	21 126:2	64:17
winter 16:8	21 62:14	127:3, 9	66:23 67:1
wood 37:10	63:6, 8, 10	128:16, 23	68:2
wool 30:1	64:2 65:25	129:1, 11	72:10, 19
	71:8, 10, 24	130:9	74:3 79:4,
	73:23 74:8	131:12	12 81:4
	78:21	134:13	82:22 84:1
	79:22	135:15, 21,	92:10, 19
		22 136:3,	

			Index: worker's..yearly
96:13	working	93:17	wreck 142:24
97:15	14:3, 9, 14	94:24	wrong 48:14
99:25	17:4 18:8	97:18, 24	
100:4	19:16	100:23	X
102:4	20:10	101:16, 18	
103:23	21:15	102:2, 18	x-ray 44:8,
104:2, 9, 17	23:12, 19	104:7	11 146:16
105:5	25:11	108:1	
106:24	26:19	110:2, 9,	Y
110:5	30:17	15, 19	
111:1, 6	38:13 42:6	114:13, 17	yard 27:5
112:16, 17	46:13	115:2	yards 28:6
114:4, 6, 10	50:17, 22,	117:14	35:2 89:12
115:13	24 51:11	120:2	98:8, 16
117:10, 11	52:18	121:12	
121:5	60:21, 25	122:2	year 12:16
123:1	61:12	123:11, 15,	13:6 14:18
124:11, 12	63:24	16 124:25	17:12, 17
125:17, 22,	64:16	128:17	52:22
24 126:4,	65:15	129:2, 8, 13	53:4, 8, 9,
14 130:8,	66:7, 12	130:22	14 54:6, 17
14 133:15,	67:22, 24	132:22	55:2, 16
17 134:22	68:5 69:2,	133:4, 5	56:11, 21,
135:20	13 70:2, 6,	134:14	22 57:20
136:5, 10	12 71:6,	135:14, 18	62:3 71:2
140:14	22, 25	137:8, 21	91:3
144:10	72:8, 23	workings	93:12, 15,
146:25	73:11, 18	119:8	24 95:6
147:6	74:17, 20,	works	102:10
worker's 9:1	25 75:11,	114:17, 20	104:10
10:5, 7	12, 22	119:6, 22	110:11, 21,
11:3	76:19	world 95:13	23 134:22
workers	77:1, 5, 25	worried	142:4, 14
56:11, 18	78:23	10:17	143:11
57:3 58:5	80:21	worse 152:5	145:14
86:6	81:20	wraps 90:5	146:18
workers' 9:8	82:2, 9		yearly
	84:23		124:21

134:14, 21

151:9

years 6:4, 10

7:3 13:15

15:16

16:11

25:18

26:17 42:6

43:19

52:12

68:24 69:8

72:13

77:7, 15

100:25

102:14

135:20

136:5

137:8

140:14, 15

141:5, 16

142:6, 8, 16

144:4, 16

145:2, 23

146:25

148:9

149:18

Yntema 80:6,
8

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

NICHOLAS LEON MURPHY and
DORIS ANNE MURPHY,

Plaintiffs,

v.

COVIL CORPORATION;

SOUTHERN INSULATION, INC.;

STARR DAVIS COMPANY, INC.;

STARR DAVIS COMPANY OF S.C., INC.;

UNITED STATES FIDELITY AND
GUARANTY COMPANY;

ZURICH AMERICAN INSURANCE
COMPANY;

DUKE ENERGY CORPORATION;

DUKE ENERGY CAROLINAS, LLC;

ABB INC.

AIR & LIQUID SYSTEMS
CORPORATION;

ANCHOR DARLING VALVE COMPANY;

ARMSTRONG INTERNATIONAL, INC.;

AURORA PUMP COMPANY;

BW/IP INC.;

CARBOLINE COMPANY;

CARVER PUMP COMPANY;

C/A NO. _____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SUMMONS

CIRCOR INSTRUMENTATION	)
TECHNOLOGIES, INC.;	)
	)
CONSOLIDATED ELECTRICAL	)
DISTRIBUTORS, INC.;	)
	)
CRANE CO.;	)
	)
CROSBY VALVE, LLC;	)
	)
DANIEL INTERNATIONAL	)
CORPORATION;	)
	)
DUREZ CORPORATION;	)
	)
EATON CORPORATION;	)
	)
FISHER CONTROLS INTERNATIONAL	)
LLC;	)
	)
FLOWERVE CORPORATION;	)
	)
FLOWERVE US INC.;	)
	)
FOSTER WHEELER ENERGY	)
CORPORATION;	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL;	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.;	)
	)
FLUOR DANIEL SERVICES	)
CORPORATION;	)
	)
FLUOR ENTERPRISES, INC.;	)
	)
GARDNER DENVER, INC.;	)
	)
GENERAL ELECTRIC COMPANY;	)
	)
THE GOODYEAR TIRE & RUBBER	)
COMPANY;	)
	)
GOULD ELECTRONICS, INC.;	)
	)

GOULDS PUMPS, INCORPORATED;)
)
GRINNELL LLC;)
)
HOWDEN NORTH AMERICA INC.;)
)
IMO INDUSTRIES, INC.;)
)
INGERSOLL-RAND COMPANY;)
)
ITT LLC;)
)
METROPOLITAN LIFE INSURANCE)
COMPANY;)
)
MORSE TEC LLC;)
)
OCCIDENTAL CHEMICAL)
CORPORATION;)
)
RILEY POWER INC.;)
)
SCHNEIDER ELECTRIC USA, INC.;)
)
SPIRAX SARCO, INC.;)
)
SPX COOLING TECHNOLOGIES, INC.;)
)
TRANE U.S. INC.;)
)
UNIROYAL HOLDING INC.;)
)
UNITHERM, INC.;)
)
VIACOMCBS INC.;)
)
VIAD CORP;)
)
VIKING PUMP, INC.;)
)
WEIR VALVES & CONTROLS USA, INC.;)
)
WEYERHAEUSER COMPANY;)
)
YORK INTERNATIONAL)
CORPORATION;)
)

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

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

us/Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

March 6, 2020

Columbia, South Carolina.

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

NICHOLAS LEON MURPHY and
DORIS ANNE MURPHY,

Plaintiffs,

v.

COVIL CORPORATION

SOUTHERN INSULATION, INC.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

UNITED STATES FIDELITY AND
GUARANTY COMPANY

ZURICH AMERICAN INSURANCE
COMPANY,
a/k/a ZURICH NORTH AMERICA, INC.

DUKE ENERGY CORPORATION
individually, and as successor-in-interest to
MP SUPPLY, INC. f/k/a MILL POWER
SUPPLY COMPANY

DUKE ENERGY CAROLINAS, LLC
individually, and as successor-in- interest to
MP SUPPLY INC. f/k/a MILL POWER
SUPPLY COMPANY

ABB INC.

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

ANCHOR DARLING VALVE
COMPANY

ARMSTRONG INTERNATIONAL, INC.

C/A NO. _____

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

COMPLAINT

(Jury Trial Demanded)

AURORA PUMP COMPANY

BW/IP INC.,

and its wholly-owned subsidiaries

CARBOLINE COMPANY

CARVER PUMP COMPANY

CIRCOR INSTRUMENTATION

TECHNOLOGIES, INC.,

f/k/a HOKE INC.

CONSOLIDATED ELECTRICAL

DISTRIBUTORS, INC.

individually, and as successor-in-interest to

MP SUPPLY, INC. f/k/a MILL POWER

SUPPLY COMPANY

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL

CORPORATION

DUREZ CORPORATION

EATON CORPORATION

FISHER CONTROLS INTERNATIONAL

LLC

FLOWERVE CORPORATION

f/k/a THE DURIRON COMPANY, INC.

FLOWERVE US INC.

individually, and as successor-in-interest to

EDWARD VALVES, INC. and

ROCKWELL MANUFACTURING

COMPANY

FOSTER WHEELER ENERGY

CORPORATION

FLUOR CONSTRUCTORS)
INTERNATIONAL,)
f/k/a FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
GARDNER DENVER, INC.)
)
GENERAL ELECTRIC COMPANY)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
)
GOULD ELECTRONICS, INC.,)
individually, and as successor-in-interest to)
ITE CIRCUIT BREAKER CO.)
)
GOULDS PUMPS, INCORPORATED)
)
GRINNELL LLC,)
d/b/a GRINNELL CORPORATION)
)
HOWDEN NORTH AMERICA INC.)
f/k/a HOWDEN BUFFALO INC.)
successor-in-interest to BUFFALO FORGE)
COMPANY)
)
IMO INDUSTRIES, INC.)
)
INGERSOLL-RAND COMPANY)
)
ITT LLC,)
f/k/a ITT CORPORATION, ITT)
INDUSTRIES INC., ITT FLUID)
PRODUCTS CORP., HOFFMAN)
SPECIALTY MFG. CORP., BELL and)
GOSSETT COMPANY, ITT MARLOW, and)
KENNEDY VALVE COMPANY)
)
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)
)
OCCIDENTAL CHEMICAL CORPORATION,)
individually, and as successor-in-interest to)
HOOKER CHEMICAL COMPANY, and as)
successor to DUREZ CORPORATION)
)
RILEY POWER INC.,)
f/k/a RILEY STOKER CORPORATION and)
DB RILEY, INC.)
)
SCHNEIDER ELECTRIC USA, INC.,)
f/k/a SQUARE D COMPANY)
)
SPIRAX SARCO, INC.)
)
SPX COOLING TECHNOLOGIES, INC.,)
Individually, and successor-in-interest to)
MARLEY COOLING TOWERS CO.)
)
TRANE U.S. INC.)
f/k/a AMERICAN STANDARD INC.)
)
UNIROYAL HOLDING INC.,)
f/k/a UNITED STATES RUBBER)
COMPANY, INC.)
)
UNITHERM, INC.)
individually, and as successor-by-merger to)
VOGT & COMPANY)
)
VIACOMCBS INC.,)
f/k/a CBS CORPORATION, a Delaware)
corporation f/k/a VIACOM, INC., successor-)
by-merger to CBS CORPORATION, a)
Pennsylvania corporation, f/k/a)
WESTINGHOUSE ELECTRIC)
CORPORATION and also as successor-in-)
interest to BF STURTEVANT)
)

VIAD CORP)
f/k/a THE DIAL CORPORATION,)
individually and as successor-in-interest to)
GRISCOM-RUSSELL COMPANY)
)
VIKING PUMP, INC.)
)
WEIR VALVES & CONTROLS USA,)
INC.,)
individually and as successor-in-interest to)
ATWOOD & MORRILL CO., INC.)
)
WEYERHAEUSER COMPANY)
)
YORK INTERNATIONAL)
CORPORATION)
)
YUBA HEAT TRANSFER, LLC)
)
ZURN INDUSTRIES, LLC)
individually and as successor-in-interest to)
ZURN INDUSTRIES, INC.)
)
Defendants.)
_____)

PLAINTIFFS' ORIGINAL COMPLAINT

Plaintiffs NICHOLAS LEON MURPHY and DORIS ANNE MURPHY (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and comes before this court and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff Nicholas Leon Murphy has been diagnosed with mesothelioma.
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 material.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy, as a welder, on to Defendant’s premises to perform welding work for Defendant’s benefit. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy's mesothelioma.

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

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

7. 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 Nicholas Leon Murphy 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.

8. Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

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

10. Plaintiff Nicholas Leon Murphy 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.

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

DEFENDANT	ALTERNATE ENTITY
AIR & LIQUID SYSTEMS CORPORATION	as successor-in- interest to BUFFALO PUMPS, INC.
BW/IP INC.	and its wholly-owned subsidiaries
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.	f/k/a HOKE INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY

DEFENDANT	ALTERNATE ENTITY
DUKE ENERGY CORPORATION	as successor-in- interest to MP SUPPLY INC. f/k/a MILL POWER SUPPLY COMPANY
DUKE ENERGY CAROLINAS, LLC	as successor-in- interest to MP SUPPLY INC. f/k/a MILL POWER SUPPLY COMPANY
FLOWERVE CORPORATION	f/k/a THE DURIRON COMPANY, INC.
FLOWERVE US INC.	as successor-in-interest to EDWARD VALVES, INC. and ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
GOULD ELECTRONICS, INC.	successor-in-interest to ITE CIRCUIT BREAKER CO.
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HOWDEN NORTH AMERICA INC.	f/k/a HOWDEN BUFFALO INC., successor-in- interest to BUFFALO FORGE COMPANY
ITT LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
MORSE TEC LLC	f/k/a BORGWARNER MORSE TEC LLC, and as successor-by- merger to BORG-WARNER CORPORATION
OCCIDENTAL CHEMICAL CORPORATION	as successor-in-interest to HOOKER CHEMICAL COMPANY, and as successor to DUREZ CORPORATION
RILEY POWER INC.	f/k/a RILEY STOKER CORPORATION and DB RILEY, INC.

DEFENDANT	ALTERNATE ENTITY
SCHNEIDER ELECTRIC USA, INC.	f/k/a SQUARE D COMPANY
SPX COOLING TECHNOLOGIES, INC.	as successor-in-interest to MARLEY COOLING TOWERS CO.
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
UNIROYAL HOLDING INC.	f/k/a UNITED STATES RUBBER COMPANY, INC.
UNITHERM, INC.	as successor-by-merger to VOGT & COMPANY
VIACOMCBS INC.	f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION and also as successor-in-interest to BF STURTEVANT
VIAD CORP	f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURICH AMERICAN INSURANCE COMPANY	a/k/a ZURICH NORTH AMERICA, INC.
ZURN INDUSTRIES, LLC	as successor-in-interest to ZURN INDUSTRIES, INC.

12. 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.

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

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

15. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy medical treatment is ascertained.

16. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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.

17. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Army service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiff Nicholas Leon Murphy United States Army service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiff Nicholas Leon Murphy presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such disclaimers are proper and within the province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

THE PARTIES

18. Plaintiff Nicholas Leon Murphy and Doris A. Murphy are currently residents of the State of North Carolina. Plaintiff Nicholas Leon Murphy 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.

19. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

20. 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 Nicholas Leon Murphy, 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.

21. 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 Nicholas Leon Murphy, 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.

22. 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 Nicholas Leon Murphy, 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.

23. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of

South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

24. Defendant, **ZURICH AMERICAN INSURANCE COMPANY** a/k/a ZURICH NORTH AMERICA, INC. ("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.

25. Defendant, **DUKE ENERGY CORPORATION**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, gaskets and packing. DUKE ENERGY CORPORATION also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York, South Carolina. DUKE ENERGY CORPORATION is sued as both a Product and a Premises Defendant. Plaintiffs' claims against DUKE ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **DUKE ENERGY CAROLINAS, LLC**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CAROLINAS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, gaskets and packing. DUKE ENERGY CAROLINAS, LLC also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York, South Carolina. DUKE ENERGY CAROLINAS, LLC is sued as both a Product and a Premises Defendant. Plaintiffs' claims against DUKE ENERGY CAROLINAS, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

28. 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.

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

30. 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.

31. 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.

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

33. 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 and asbestos-containing talc 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.

34. Defendant, **CARVER PUMP COMPANY**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-

containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps. CARVER PUMP COMPANY is sued as a Product Defendant. Plaintiffs' claims against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

35. Defendant, **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, CIRCOR INSTRUMENTATION 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 Hoke valves. CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiffs' claims against CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. 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, feed tanks and pumps, Chempump, and Deming pumps. 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, **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, **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 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 Ronnie J. Jonas 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.

39. Defendant, **DUREZ CORPORATION**, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, DUREZ 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 Bakelite panels, molding compounds and raw asbestos fibers. DUREZ CORPORATION is sued as a Product Defendant. Plaintiffs' claims against DUREZ CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

41. Defendant, **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.

42. 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 Duriron pumps. FLOWSERVE

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

43. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC. and ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLOWSERVE US INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, 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 and Rockwell valves. 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.

44. 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 pumps and condensers. 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.

45. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL**, was and is a California corporation with its principal place of business in Texas. At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial

amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiff's claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

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

47. Defendant, **FLUOR DANIEL SERVICES CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, FLUOR DANIEL SERVICES CORPORATION mined, manufactured, processed, imported,

converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR DANIEL SERVICES CORPORATION is sued as a Product Defendant. FLUOR DANIEL SERVICES CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiff's claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

49. Defendant, **GARDNER DENVER, INC.**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, GARDNER DENVER, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing

products, materials, or equipment, including, but not limited to, asbestos-containing Gardner Denver compressors and pumps. GARDNER DENVER, INC. is sued as a Product Defendant. Plaintiffs' claims against GARDNER DENVER, INC. arise out of this Defendant's business activities in the State of South Carolina.

50. 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.

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

52. Defendant, **GOULD ELECTRONICS, INC.**, individually, and as successor-in-interest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal place of business in Ohio. At all times material hereto, GOULD ELECTRONICS, INC. mined,

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

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

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

55. Defendant, **HOWDEN NORTH AMERICA INC.** f/k/a HOWDEN BUFFALO INC. successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation

with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, 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 Forge fans. HOWDEN NORTH AMERICA INC. is sued as a Product Defendant. Plaintiffs' claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

56. 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 and turbines. 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.

57. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, INGERSOLL-RAND 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 Ingersoll-Rand compressors and pumps. INGERSOLL-RAND COMPANY is sued as a Product Defendant. Plaintiffs' claims against INGERSOLL-RAND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

58. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, 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 Kennedy valves. 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.

59. Defendant, **METROPOLITAN LIFE INSURANCE COMPANY**, a wholly-owned subsidiary of METLIFE INC., was and is a company incorporated under the laws of the State of New York 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.

60. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and as successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing 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.

61. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, individually, and as successor-in-interest to HOOKER CHEMICAL COMPANY, and 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, 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.

62. Defendant, **RILEY POWER INC.** f/k/a RILEY STOKER CORPORATION and DB RILEY, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley boilers. 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.

63. 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.

64. 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.

65. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, 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.

66. Defendant, **TRANE U.S. INC.** f/k/a AMERICAN STANDARD INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S. 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 blowers. TRANE U.S. INC. is sued as a Product Defendant. Plaintiffs' claims against TRANE U.S. INC. arise out of this Defendant's business activities in the State of South Carolina.

67. 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. 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.

68. Defendant, **UNITHERM, INC.**, individually, and as successor-by-merger to VOGT & COMPANY, was and is a Virginia corporation with its principal place of business in North Carolina. At all times material hereto, UNITHERM, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. UNITHERM, INC. is sued as a Product Defendant. UNITHERM, 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against UNITHERM, INC. arise out of this Defendant's business activities in the State of South Carolina.

69. 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 and also as

successor-in-interest to BF STURTEVANT, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, 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 and turbines and asbestos-containing BF Sturtevant forced-draft blowers. 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.

70. Defendant, **VIAD CORP** f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY, was and is a Delaware corporation with its principal place of business in Arizona. At all times material hereto, VIAD CORP mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Griscom-Russell distilling plants and fuel oil heaters. VIAD CORP is sued as a Product Defendant. Plaintiffs' claims against VIAD CORP arise out of this Defendant's business activities in the State of South Carolina.

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

72. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS 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 Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiffs' claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

73. Defendant, **WEYERHAEUSER COMPANY** was and is a Washington corporation with its principal place of business in Washington. At all times material hereto, WEYERHAEUSER COMPANY owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Weyerhaeuser facility in New Bern, North Carolina. WEYERHAEUSER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against WEYERHAEUSER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

74. Defendant, **YORK INTERNATIONAL CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing York chillers and compressors. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against YORK

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

75. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters. YUBA HEAT TRANSFER, LLC is sued as a Product Defendant. Plaintiffs' claims against YUBA HEAT TRANSFER, LLC arise out of this Defendant's business activities in the State of South Carolina.

76. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers. ZURN 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.

77. Plaintiff Nicholas Leon Murphy 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 DUKE ENERGY CORPORATION, DUKE ENERGY CAROLINAS LLC and WEYERHAEUSER COMPANY (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

78. Plaintiff Nicholas Leon Murphy brings this action for monetary damages as a result of contracting an asbestos-related disease.

79. Plaintiff Nicholas Leon Murphy was diagnosed with mesothelioma on or about September 24, 2019.

80. Plaintiff Nicholas Leon Murphy's mesothelioma was caused by his exposure to asbestos during the course of his employment.

81. Upon information and belief, during his work history, Plaintiff Nicholas Leon Murphy was exposed to Defendants' asbestos-containing products through his work as a welder from approximately 1972 to the early 1980's for various industrial plants at various locations including but not limited to the Duke Catawba plant in York, South Carolina and the Weyerhaeuser plant in New Bern, North Carolina and other industrial plants in both South Carolina and North Carolina. All of these activities exposed Plaintiff to asbestos.

82. During his work history as welder, Plaintiff Nicholas Leon Murphy was further exposed through his work around other trades, including boilermakers, welders, mechanics, carpenters, iron workers, insulators, and other electricians. His duties included, but were not limited to removing, replacing and welding valves in a pipe run, welding flanges to pipe sections for valves, maintenance welding jobs, boiler maintenance, shutdowns, removing insulation and

repacking insulation. Plaintiff worked closely to a variety of trades that were working on asbestos-containing insulation, generators, boilers, and often worked near tradesmen working on asbestos-containing pipe insulation, valves, steam traps, pumps, furnaces, and other equipment. All of these activities exposed Plaintiff to asbestos.

83. During the course of Plaintiff Nicholas Leon Murphy employment at the location(s) mentioned above, during other occupational work projects, and in other ways, Plaintiff Nicholas Leon Murphy was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

84. Defendants USF&G and Zurich, and their predecessors, acting as the alter egos of Covil Corporation, owed a duty to Plaintiffs to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

85. Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

86. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

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

88. As a direct and proximate result of the conduct as alleged within, Plaintiff Nicholas Leon Murphy suffered permanent injuries, including, but not limited to, mesothelioma and other

lung damage, as well as the mental and emotional distress attendant thereto, from the effect of exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

89. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy medical treatment is ascertained.

90. 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

91. Covil was a seller and installer of thermal insulation that contained asbestos.

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

93. 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").

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

95. 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”) and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil’s affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹ During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

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

97. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, in conjunction with their lawyers, managed Covil, making all determinations as to use and the disposition of Covil’s assets which consisted primarily of corporate documents and insurance policies.

98. 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.

99. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers’ alter ego, and/or controlled entity.

100. The Primary Insurers and their lawyers effectuated their common purpose of exclusive, unilateral control of Covil by running Covil’s affairs in all material aspects.

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil’s current and future debts.

101. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

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

103. Each of the lawyers' actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

104. 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.

105. 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.

106. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, named partner in one of the lawyers' firms, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

[THIS SPACE INTENTIONALLY LEFT BLANK]

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

107. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, *i.e.*, the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

108. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary

Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

109. The attorney's conduct of litigation involving an insured client is also governed by established law. *See, e.g.*, Rule 1.8(f), RPC, Rule 407, SCACR ("A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship;"); Rule 5.4(c), RPC, Rule 407, SCACR ("[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services").

110. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil's Alter Ego.

111. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

112. 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.

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

114. 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.

115. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.

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.

116. 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.

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

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

119. 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.

120. 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;
- d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts;
- e. The Primary Insurers were the principals and Covil the agent or agency;
- f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
- g. The course of dealing between the principal and the agent clearly show no independent Covil; and
- h. Primary Insurers became active participants in Covil rather than simply insurers.

121. 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.

122. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

123. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

124. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

125. 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.

126. 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.

127. 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.

128. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

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

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

132. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ asbestos and asbestos-containing products from causing Plaintiff Nicholas Leon Murphy’s mesothelioma, due to an inability of any

asbestos-alternative to penetrate the pleural lining of Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy. Defendants and/or their "alternate entities" had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

133. Defendants and/or their 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 Nicholas Leon Murphy, would use or be in proximity to and exposed to said asbestos fibers.

134. 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 Nicholas Leon Murphy, 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.

135. Plaintiff Nicholas Leon Murphy, 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.

136. Plaintiff Nicholas Leon Murphy suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

137. Defendants' and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Plaintiff Nicholas Leon Murphy's injuries, and all damages thereby sustained by Plaintiff Nicholas Leon Murphy. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

138. 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 Nicholas Leon Murphy 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 Nicholas Leon Murphy and others similarly situated.

139. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling,

distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their alter egos and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their alter egos and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their alter egos and/or their "alternate entities."

140. 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.

141. 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 Nicholas Leon Murphy.

142. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy or other exposed persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

143. Defendants and/or their 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.

144. The herein-described conduct of Defendants and their “alternate entities,” was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way

of punishing said Defendants 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. sec. 15-73-10, et seq.)

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

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

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

147. The Products Defendants' and/or their alter egos conduct and defective products as described above were a direct cause of Plaintiff Nicholas Leon Murphy's injuries, and the injuries and damages thereby sustained by Plaintiffs.

148. 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 Nicholas Leon Murphy 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 Nicholas Leon Murphy and others similarly situated.

149. 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.

150. Plaintiff Nicholas Leon Murphy, 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 Nicholas Leon Murphy’s exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

151. Defendants and/or their alter egos and/or their “alternate entities” knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

152. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ and/or their alter egos asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Nicholas Leon Murphy’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Nicholas Leon Murphy’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.

153. The defect existed in the said products at the time they left the possession of defendants, and/or their alter egos and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to "exposed persons," including Plaintiff Nicholas Leon Murphy herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

154. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Nicholas Leon Murphy and others similarly situated were exposed.

155. Defendants' defective products as described above were a direct cause of Plaintiff Nicholas Leon Murphy's injuries, and the damages thereby sustained.

156. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, and/or their alter egos, and/or their "alternate entities," and each of them, did so with conscious disregard for the safety of Plaintiff Nicholas Leon Murphy and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their alter egos and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

157. 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.

158. 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 Nicholas Leon Murphy and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

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

160. The conduct of said defendants, their "alternate entities," and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. 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.

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

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

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

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

163. Prior to and during all relevant times Defendants and/or their alter egos 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.

164. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Nicholas Leon Murphy was exposed.

165. Employees handling and disturbing asbestos-containing products in Plaintiff Nicholas Leon Murphy's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

166. Employees handling and disturbing asbestos-containing products in Plaintiff Nicholas Leon Murphy's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

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

168. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Nicholas Leon Murphy, 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 Nicholas Leon Murphy.

169. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

170. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their

employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Nicholas Leon Murphy.

171. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff that he was being exposed to asbestos, failed to adequately warn Plaintiff Nicholas Leon Murphy of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

172. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Nicholas Leon Murphy.

173. Defendants' employees owed Plaintiff Nicholas Leon Murphy 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.

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

175. At all times mentioned, Plaintiff Nicholas Leon Murphy was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

176. As a direct result of the Defendants' employees conduct, Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy and the damages and injuries as complained of herein by Plaintiffs.

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

178. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of 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 Nicholas Leon Murphy.

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:

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

180. Prior to and during all relevant times, the Premises Defendants employed workers in areas where Premises Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Nicholas Leon Murphy worked and/or spent time.

181. At all times herein mentioned, Premises Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

182. Premises Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy would be exposed to dangerous asbestos dust beyond the present.

183. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Premises Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma, lung cancer and other lung damage, to exposed persons, including Plaintiffs.

184. At all times herein mentioned, Premises Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Nicholas Leon Murphy, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

185. At all times herein mentioned, Premises Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Nicholas Leon Murphy, 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.

186. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Plaintiff Nicholas Leon Murphy were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

187. At all times herein mentioned, Plaintiff Nicholas Leon Murphy was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

188. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

189. At all times herein mentioned, Premises Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to 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 Nicholas Leon Murphy, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

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

191. Premises Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Premises Defendants.

192. Premises Defendants failed to warn its employees and bystanders thereto, including Plaintiff Nicholas Leon Murphy, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

193. As a direct and proximate result of the conduct of Premises Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Nicholas Leon Murphy became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Nicholas Leon Murphy to develop asbestos-related disease mesothelioma, 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:

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

195. Each of the Defendants and/or their alter egos impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

196. The implied warranty made by the Defendants and/or their alter egos that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Nicholas Leon Murphy carried out his duties and was inhaled by Plaintiff Nicholas Leon Murphy.

197. 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 Nicholas Leon Murphy was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

199. That during, before and after Plaintiff Nicholas Leon Murphy's exposure to asbestos products manufactured by Defendants and/or their alter egos, the Defendants and/or their alter egos falsely represented facts, including the dangers of asbestos exposure to Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy. 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.

200. The foregoing representations were material conditions precedent to Plaintiff Nicholas Leon Murphy's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Plaintiff Nicholas Leon Murphy act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Nicholas Leon Murphy was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

201. As a direct and proximate result Plaintiff Nicholas Leon Murphy'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:

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

203. 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.

204. 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.

205. 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.

206. 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 Plaintiffs' J Nicholas Leon Murphy breathed asbestos dust which resulted in Plaintiff Nicholas Leon Murphy'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.

207. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy's illness.

208. 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.

209. Plaintiff Nicholas Leon Murphy 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.

210. 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 Nicholas Leon Murphy from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

211. 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.

212. 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 Nicholas Leon Murphy's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Nicholas Leon Murphy of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Plaintiff Nicholas Leon Murphy the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.

213. During the relevant time period the Plaintiff Nicholas Leon Murphy 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.

214. 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 Nicholas Leon Murphy, 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 Nicholas Leon Murphy or his wife in the course of or as a consequence of the conspiracy or concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving

Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.

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

appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.

- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, mesothelioma, and other illnesses and diseases from Plaintiff who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Plaintiff of the dangers to which he was exposed when they knew of the dangers.
- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

215. Plaintiff Nicholas Leon Murphy 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.

216. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Nicholas Leon Murphy 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 Doris Anne Murphy Complains of Defendants, and Alleges as Follows:

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

218. Plaintiffs Nicholas Leon Murphy and Doris Anne Murphy have been married on February 17, 1961 and at all times relevant to their action were husband and wife.

219. Prior to his injuries as alleged, Plaintiff Nicholas Leon Murphy was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Nicholas Leon Murphy 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 Doris Anne Murphy 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.

220. As a direct and proximate result of the acts of Defendants and/or their “alternate entities” and the severe injuries caused to Plaintiff Nicholas Leon Murphy as set forth herein, Plaintiff’s spouse and co-Plaintiff Doris Anne Murphy 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 and
Zurich American Insurance Company)

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

221. Covil Corporation (“Covil”), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma², understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil’s insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. (“WTH”) and Gallivan White and Boyd, PA (“GWB” and together with WTH, the “lawyers”), without an insured or client, appeared for Covil, answered Covil’s lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands.

² [M]esothelioma, [is] an “invariably fatal cancer...for which asbestos exposure is the only known cause...” In re Patenaude, 210 F.3d 135, 138 (3d Cir.), cert. denied, 531 U.S. 1011 (2000).

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.

222. 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 and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; 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,

ps/Theile B. McVey

Theile B. McVey (SC Bar 16682)

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and

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(To Be Admitted *Pro Hac Vice*)

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ATTORNEYS FOR PLAINTIFFS

March 6, 2020
Columbia, South Carolina.

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

NICHOLAS LEON MURPHY and)
DORIS ANNE MURPHY,)
)
 Plaintiffs,)
v.)
)
COVIL CORPORATION;)
)
SOUTHERN INSULATION, INC.;)
)
STARR DAVIS COMPANY, INC.;)
)
STARR DAVIS COMPANY OF S.C., INC.;)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY;)
)
ZURICH AMERICAN INSURANCE)
COMPANY;)
)
DUKE ENERGY CORPORATION;)
)
DUKE ENERGY CAROLINAS, LLC;)
)
4520 CORP., INC.;)
)
ABB INC.)
)
AIR & LIQUID SYSTEMS)
CORPORATION;)
)
ANCHOR DARLING VALVE COMPANY;)
)
ARMSTRONG INTERNATIONAL, INC.;)
)
AURORA PUMP COMPANY;)
)
BW/IP INC.;)
)
CARBOLINE COMPANY;)
)
CARVER PUMP COMPANY;)

C/A NO. 2020-CP-40-01364

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

**FIRST AMENDED
SUMMONS**

PLAINTIFF'S
EXHIBIT

26B

CIRCOR INSTRUMENTATION)
TECHNOLOGIES, INC.;)
)
CONSOLIDATED ELECTRICAL)
DISTRIBUTORS, INC.;)
)
CRANE CO.;)
)
CROSBY VALVE, LLC;)
)
DANIEL INTERNATIONAL)
CORPORATION;)
)
DUREZ CORPORATION;)
)
EATON CORPORATION;)
)
FISHER CONTROLS INTERNATIONAL)
LLC;)
)
FLOWSERVE CORPORATION;)
)
FLOWSERVE US INC.;)
)
FOSTER WHEELER ENERGY)
CORPORATION;)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL;)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.;)
)
FLUOR DANIEL SERVICES)
CORPORATION;)
)
FLUOR ENTERPRISES, INC.;)
)
GARDNER DENVER, INC.;)
)
GENERAL ELECTRIC COMPANY;)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY;)
)
GOULD ELECTRONICS, INC.;)

GOULDS PUMPS, INCORPORATED;)
)
GRINNELL LLC;)
)
HOWDEN NORTH AMERICA INC.;)
)
IMO INDUSTRIES, INC.;)
)
INGERSOLL-RAND COMPANY;)
)
ITT LLC;)
)
METROPOLITAN LIFE INSURANCE)
COMPANY;)
)
MORSE TEC LLC;)
)
NEW-INDY CATAWBA LLC;)
)
NEW-INDY CONTAINERBOARD LLC;)
)
OCCIDENTAL CHEMICAL)
CORPORATION;)
)
RESOLUTE FP US INC.;)
)
RILEY POWER INC.;)
)
SCHNEIDER ELECTRIC USA, INC.;)
)
SPIRAX SARCO, INC.;)
)
SPX COOLING TECHNOLOGIES, INC.;)
)
TRANE U.S. INC.;)
)
UNIROYAL HOLDING INC.;)
)
UNITHERM, INC.;)
)
VIACOMCBS INC.;)
)
VIAD CORP;)
)
VIKING PUMP, INC.;)
)

WEIR VALVES & CONTROLS USA, INC.;)
)
WEYERHAEUSER COMPANY;)
)
THE WILLIAM POWELL COMPANY;)
)
YORK INTERNATIONAL)
CORPORATION;)
)
YUBA HEAT TRANSFER, LLC;)
)
ZURN INDUSTRIES, LLC;)
)
Defendants.)
_____)

FIRST AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar 16682)

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Jamie Rae Rutkoski (SC Bar 103270)

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ATTORNEYS FOR PLAINTIFFS

May 1, 2020

Columbia, South Carolina.

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

NICHOLAS LEON MURPHY and)
DORIS ANNE MURPHY,)
Plaintiffs,)
v.)
COVIL CORPORATION)
SOUTHERN INSULATION, INC.)
STARR DAVIS COMPANY, INC.)
STARR DAVIS COMPANY OF S.C., INC.)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
ZURICH AMERICAN INSURANCE)
COMPANY,)
a/k/a ZURICH NORTH AMERICA, INC.)
DUKE ENERGY CORPORATION)
individually, and as successor-in-interest to)
MP SUPPLY, INC. f/k/a MILL POWER)
SUPPLY COMPANY)
DUKE ENERGY CAROLINAS, LLC)
individually, and as successor-in- interest to)
MP SUPPLY INC. f/k/a MILL POWER)
SUPPLY COMPANY)
4520 CORP., INC.)
individually and as successor-in-interest to)
BENJAMIN F. SHAW COMPANY)
ABB INC.)
AIR & LIQUID SYSTEMS)
CORPORATION,)
individually, and as successor-in- interest to)
BUFFALO PUMPS, INC.)

C/A NO. 2020-CP-40-01364

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket
Living Mesothelioma

**FIRST AMENDED
COMPLAINT**

(Jury Trial Demanded)

ANCHOR DARLING VALVE COMPANY	)
	)
ARMSTRONG INTERNATIONAL, INC.	)
	)
AURORA PUMP COMPANY	)
	)
BW/IP INC.,	)
and its wholly-owned subsidiaries	)
	)
CARBOLINE COMPANY	)
	)
CARVER PUMP COMPANY	)
	)
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.,	)
f/k/a HOKE INC.	)
	)
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	)
individually, and as successor-in-interest to	)
MP SUPPLY, INC. f/k/a MILL POWER	)
SUPPLY COMPANY	)
	)
CRANE CO.	)
	)
CROSBY VALVE, LLC	)
	)
DANIEL INTERNATIONAL CORPORATION	)
	)
DUREZ CORPORATION	)
	)
EATON CORPORATION	)
	)
FISHER CONTROLS INTERNATIONAL LLC	)
	)
FLOWERVE CORPORATION	)
f/k/a THE DURIRON COMPANY, INC.	)
	)
FLOWERVE US INC.	)
individually, and as successor-in-interest to	)
EDWARD VALVES, INC. and	)
ROCKWELL MANUFACTURING	)
COMPANY	)
	)

FOSTER WHEELER ENERGY)
CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL,)
f/k/a FLUOR CORPORATION)
)
FLUOR CONSTRUCTORS)
INTERNATIONAL, INC.)
)
FLUOR DANIEL SERVICES)
CORPORATION)
)
FLUOR ENTERPRISES, INC.)
)
GARDNER DENVER, INC.)
)
GENERAL ELECTRIC COMPANY)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
)
GOULD ELECTRONICS, INC.,)
individually, and as successor-in-interest to)
ITE CIRCUIT BREAKER CO.)
)
GOULDS PUMPS, INCORPORATED)
)
GRINNELL LLC,)
d/b/a GRINNELL CORPORATION)
)
HOWDEN NORTH AMERICA INC.)
f/k/a HOWDEN BUFFALO INC.)
successor-in-interest to BUFFALO FORGE)
COMPANY)
)
IMO INDUSTRIES, INC.)
)
INGERSOLL-RAND COMPANY)
)
ITT LLC,)
f/k/a ITT CORPORATION, ITT)
INDUSTRIES INC., ITT FLUID)
PRODUCTS CORP., HOFFMAN)
SPECIALTY MFG. CORP., BELL and)
GOSSETT COMPANY, ITT MARLOW, and)
KENNEDY VALVE COMPANY)

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,)
individually, and as successor-in-interest to)
HOOKER CHEMICAL COMPANY, and as)
successor to DUREZ CORPORATION)
)
RESOLUTE FP US, INC.)
f/k/a BOWATER, INCORPORATED)
)
RILEY POWER INC.,)
f/k/a RILEY STOKER CORPORATION and)
DB RILEY, INC.)
)
SCHNEIDER ELECTRIC USA, INC.,)
f/k/a SQUARE D COMPANY)
)
SPIRAX SARCO, INC.)
)
SPX COOLING TECHNOLOGIES, INC.,)
Individually, and successor-in-interest to)
MARLEY COOLING TOWERS CO.)
)
TRANE U.S. INC.)
f/k/a AMERICAN STANDARD INC.)
)
UNIROYAL HOLDING INC.,)
f/k/a UNITED STATES RUBBER)
COMPANY, INC.)
)
)

UNITHERM, INC.)
individually, and as successor-by-merger to)
VOGT & COMPANY)
)
VIACOMCBS INC.,)
f/k/a CBS CORPORATION, a Delaware)
corporation f/k/a VIACOM, INC., successor-)
by-merger to CBS CORPORATION, a)
Pennsylvania corporation, f/k/a)
WESTINGHOUSE ELECTRIC)
CORPORATION and also as successor-in-)
interest to BF STURTEVANT)
)
VIAD CORP)
f/k/a THE DIAL CORPORATION,)
individually and as successor-in-interest to)
GRISCOM-RUSSELL COMPANY)
)
VIKING PUMP, INC.)
)
WEIR VALVES & CONTROLS USA,)
INC.,)
individually and as successor-in-interest to)
ATWOOD & MORRILL CO., INC.)
)
WEYERHAEUSER COMPANY)
)
THE WILLIAM POWELL COMPANY)
)
YORK INTERNATIONAL)
CORPORATION)
)
YUBA HEAT TRANSFER, LLC)
)
ZURN INDUSTRIES, LLC)
individually and as successor-in-interest to)
ZURN INDUSTRIES, INC.)
)
Defendants.)
_____)

PLAINTIFFS' FIRST AMENDED ORIGINAL COMPLAINT

Plaintiffs NICHOLAS LEON MURPHY and DORIS ANNE MURPHY (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and comes before this court and allege as follows:

GENERAL ALLEGATIONS

1. Plaintiff Nicholas Leon Murphy has been diagnosed with mesothelioma.

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 material.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy, as a welder and pipefitter, on to Defendant’s premises to perform welding work for Defendant’s benefit. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy’s mesothelioma.

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

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

7. 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 Nicholas Leon Murphy 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.

8. Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

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

10. Plaintiff Nicholas Leon Murphy 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.

11. 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
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
AIR & LIQUID SYSTEMS CORPORATION	as successor-in- interest to BUFFALO PUMPS, INC.
BW/IP INC.	and its wholly-owned subsidiaries
CIRCOR INSTRUMENTATION TECHNOLOGIES, INC.	f/k/a HOKE INC.
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY
DUKE ENERGY CORPORATION	as successor-in- interest to MP SUPPLY INC. f/k/a MILL POWER SUPPLY COMPANY
DUKE ENERGY CAROLINAS, LLC	as successor-in- interest to MP SUPPLY INC. f/k/a MILL POWER SUPPLY COMPANY
FLOWERVE CORPORATION	f/k/a THE DURIRON COMPANY, INC.
FLOWERVE US INC.	as successor-in-interest to EDWARD VALVES, INC. and ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
GOULD ELECTRONICS, INC.	successor-in-interest to ITE CIRCUIT BREAKER CO.
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HOWDEN NORTH AMERICA INC.	f/k/a HOWDEN BUFFALO INC., successor-in-interest to BUFFALO FORGE COMPANY

DEFENDANT	ALTERNATE ENTITY
ITT LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
MORSE TEC LLC	f/k/a BORGWARNER MORSE TEC LLC, and as successor-by- merger to BORG-WARNER CORPORATION
NEW-INDY CONTAINERBOARD LLC	as successor-in-interest to RESOLUTE FP US INC.
OCCIDENTAL CHEMICAL CORPORATION	as successor-in-interest to HOOKER CHEMICAL COMPANY, and as successor to DUREZ CORPORATION
RESOLUTE FP US INC.	f/k/a BOWATER, INCORPORATED
RILEY POWER INC.	f/k/a RILEY STOKER CORPORATION and DB RILEY, INC.
SCHNEIDER ELECTRIC USA, INC.	f/k/a SQUARE D COMPANY
SPX COOLING TECHNOLOGIES, INC.	as successor-in-interest to MARLEY COOLING TOWERS CO.
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
UNIROYAL HOLDING INC.	f/k/a UNITED STATES RUBBER COMPANY, INC.
UNITHERM, INC.	as successor-by-merger to VOGT & COMPANY

DEFENDANT	ALTERNATE ENTITY
VIACOMCBS INC.	f/k/a CBS CORPORATION, a Delaware corporation, f/k/a VIACOM, INC. successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION and also as successor-in-interest to BF STURTEVANT
VIAD CORP	f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURICH AMERICAN INSURANCE COMPANY	a/k/a ZURICH NORTH AMERICA, INC.
ZURN INDUSTRIES, LLC	as successor-in-interest to ZURN INDUSTRIES, INC.

12. 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.

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

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

15. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy medical treatment is ascertained.

16. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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.

17. Plaintiffs hereby disclaim each and every claim or cause of action which does or may arise from any United States Army service or on any federal enclave. This disclaimer is not related solely to actions taken by or at the direction of a federal officer, but is, rather broader. Plaintiffs are not making any claims and are not alleging any causes of action against any entity for any asbestos exposure of any kind which occurred as a result of Plaintiff Nicholas Leon Murphy United States Army service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of the Plaintiff Nicholas Leon Murphy presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or

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

THE PARTIES

18. Plaintiff Nicholas Leon Murphy and Doris A. Murphy are currently residents of the State of North Carolina. Plaintiff Nicholas Leon Murphy 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.

19. 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

20. 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 Nicholas Leon Murphy, 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.

21. 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 Nicholas Leon Murphy, 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.

22. 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 Nicholas Leon Murphy, 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.

23. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

24. Defendant, **ZURICH AMERICAN INSURANCE COMPANY** a/k/a ZURICH NORTH AMERICA, INC. ("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.

25. Defendant, **DUKE ENERGY CORPORATION**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, gaskets and packing. DUKE ENERGY CORPORATION also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Duke power plant in Wilmington, North Carolina. DUKE ENERGY CORPORATION is sued as both a Product and a Premises Defendant. Plaintiffs' claims against DUKE ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **DUKE ENERGY CAROLINAS, LLC**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, DUKE ENERGY CAROLINAS, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing valves, gaskets and packing. DUKE ENERGY CAROLINAS, LLC also owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said

products at various facilities, including but not limited to the Duke power plant in Wilmington, North Carolina. DUKE ENERGY CAROLINAS, LLC is sued as both a Product and a Premises Defendant. Plaintiffs' claims against DUKE ENERGY CAROLINAS, LLC arise out of this Defendant's business activities in the State of South Carolina.

27. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC., individually and as successor-in-interest to BENJAMIN F. SHAW 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, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Nicholas Leon Murphy, 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.

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

29. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in- interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, 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.

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

31. 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.

32. 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.

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

34. 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 and asbestos-containing talc 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.

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

36. Defendant, **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, CIRCOR INSTRUMENTATION 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 Hoke valves. CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. is sued as a Product Defendant. Plaintiffs' claims against CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.**, individually, and as successor-in-interest to MP SUPPLY, INC. f/k/a MILL POWER SUPPLY COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CONSOLIDATED ELECTRICAL DISTRIBUTORS, 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, packing and valves. CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. is sued as a Product Defendant. Plaintiffs' claims against CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. arise out of this Defendant's business activities in the State of South Carolina.

38. 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, feed tanks and pumps, Chempump, and Deming pumps. 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.

39. 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.

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 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 Nicholas Leon Murphy, 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, **DUREZ CORPORATION**, was and is a Delaware corporation with its principal place of business in Michigan. At all times material hereto, DUREZ 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 Bakelite panels, molding compounds and raw asbestos fibers. DUREZ CORPORATION is sued as a Product Defendant. Plaintiffs' claims against DUREZ CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **EATON CORPORATION**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, EATON CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cutler Hammer electrical products. EATON CORPORATION is sued as a Product Defendant. Plaintiffs'

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

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

44. Defendant, **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 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.

45. Defendant, **FLOWERVE US INC.**, individually and as successor-in-interest to EDWARD VALVES, INC. and 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 and Rockwell valves. 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.

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

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

Murphy, 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.

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

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

United States which exposed tens of thousands of people, including the Plaintiff Nicholas Leon Murphy, 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.

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

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

52. 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.

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

54. Defendant, **GOULD ELECTRONICS, INC.**, individually, and as successor-in-interest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal place of business in Ohio. At all times material hereto, GOULD ELECTRONICS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers. GOULD ELECTRONICS, INC. is sued as a Product Defendant. Plaintiffs' claims against GOULD ELECTRONICS, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

57. Defendant, **HOWDEN NORTH AMERICA INC.** f/k/a HOWDEN BUFFALO INC. successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, 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 Forge fans. HOWDEN NORTH AMERICA INC. is sued as a Product

Defendant. Plaintiffs' claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

58. 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 and turbines. 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.

59. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, INGERSOLL-RAND 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 Ingersoll-Rand compressors and pumps. INGERSOLL-RAND COMPANY is sued as a Product Defendant. Plaintiffs' claims against INGERSOLL-RAND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana limited liability company with its principal place of business in 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 Kennedy valves. 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.

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

62. Defendant, **MORSE TEC LLC**, f/k/a BORGWARNER MORSE TEC LLC, and as successor-by-merger to BORG-WARNER CORPORATION, was and is a Delaware limited liability company with its principal place of business in Michigan. At all times material hereto, MORSE TEC LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing 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.

63. 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 Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York County, 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.

64. 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 Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York County, 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.

65. Defendant, **OCCIDENTAL CHEMICAL CORPORATION**, individually, and as successor-in-interest to HOOKER CHEMICAL COMPANY, and 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, 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.

66. 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 Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Catawba facility in York County,

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.

67. Defendant, **RILEY POWER INC.** f/k/a RILEY STOKER CORPORATION and DB RILEY, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Riley boilers. 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.

68. 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.

69. 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.

70. Defendant, **SPX COOLING TECHNOLOGIES, INC.**, individually and as successor-in-interest to MARLEY COOLING TOWER COMPANY, 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.

71. Defendant, **TRANE U.S. INC.** f/k/a AMERICAN STANDARD INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S. 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 blowers. TRANE U.S. INC. is sued as a Product Defendant. Plaintiffs' claims against TRANE U.S. INC. arise out of this Defendant's business activities in the State of South Carolina.

72. 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. 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.

73. Defendant, **UNITHERM, INC.**, individually, and as successor-by-merger to VOGT & COMPANY, was and is a Virginia corporation with its principal place of business in North Carolina. At all times material hereto, UNITHERM, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. UNITHERM, INC. is sued as a Product Defendant. UNITHERM, 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 Nicholas Leon Murphy, to lethal doses of asbestos. Plaintiffs' claims against UNITHERM, INC. arise out of this Defendant's business activities in the State of South Carolina.

74. 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 and also as successor-in-interest to BF STURTEVANT, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, 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 and turbines and asbestos-containing BF Sturtevant forced-draft blowers. 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.

75. Defendant, **VIAD CORP** f/k/a THE DIAL CORPORATION, individually and as successor-in-interest to GRISCOM-RUSSELL COMPANY, was and is a Delaware corporation with its principal place of business in Arizona. At all times material hereto, VIAD CORP mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Griscom-Russell distilling plants and fuel oil heaters. VIAD CORP is sued as a Product Defendant. Plaintiffs' claims against VIAD CORP arise out of this Defendant's business activities in the State of South Carolina.

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

77. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS 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 Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiffs' claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **WEYERHAEUSER COMPANY** was and is a Washington corporation with its principal place of business in Washington. At all times material hereto, WEYERHAEUSER COMPANY owned and/or controlled premises at which Plaintiff Nicholas Leon Murphy was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to the Weyerhaeuser mill facilities in New Bern, North Carolina and Vanceboro, North Carolina. WEYERHAEUSER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against WEYERHAEUSER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

79. 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.

80. Defendant, **YORK INTERNATIONAL CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, YORK INTERNATIONAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

not limited to, asbestos-containing York chillers and compressors. YORK INTERNATIONAL CORPORATION is sued as a Product Defendant. Plaintiffs' claims against YORK INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

82. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Zurn boilers. ZURN 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.

83. Plaintiff Nicholas Leon Murphy 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 DUKE ENERGY CORPORATION, DUKE ENERGY CAROLINAS LLC, NEW-INDY CATAWBA LLC, NEW-INDY CONTAINERBOARD LLC, RESOLUTE FP

US INC., and WEYERHAEUSER COMPANY (collectively, hereinafter the “Premises Defendants”). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

84. Plaintiff Nicholas Leon Murphy brings this action for monetary damages as a result of contracting an asbestos-related disease.

85. Plaintiff Nicholas Leon Murphy was diagnosed with mesothelioma on or about September 24, 2019.

86. Plaintiff Nicholas Leon Murphy’s mesothelioma was caused by his exposure to asbestos during the course of his employment.

87. Upon information and belief, during his work history, Plaintiff Nicholas Leon Murphy was exposed to Defendants’ asbestos-containing products through his work as a welder and pipefitter from approximately 1970s to the early 1980’s for various industrial plants at various locations including but not limited to the Duke power plant in Wilmington, North Carolina, the Bowater paper mill in Catawba, South Carolina, and the Weyerhaeuser pulp mills in New Bern, North Carolina and Vanceboro, North Carolina, and and other industrial plants in both South Carolina and North Carolina. All of these activities exposed Plaintiff to asbestos.

88. During his work history as welder and pipefitter, Plaintiff Nicholas Leon Murphy was further exposed through his work around other trades, including boilermakers, welders, pipefitters, mechanics, carpenters, iron workers, insulators, and other electricians. His duties included, but were not limited to removing, replacing and welding valves in a pipe run, welding flanges to pipe sections for valves, maintenance welding jobs, boiler maintenance, shutdowns, removing insulation and repacking insulation. Plaintiff worked closely to a variety of trades that were working on asbestos-containing insulation, generators, boilers, and often worked near tradesmen working on asbestos-containing pipe insulation, valves, steam traps, pumps, furnaces, and other equipment. All of these activities exposed Plaintiff to asbestos.

89. During the course of Plaintiff Nicholas Leon Murphy employment at the location(s) mentioned above, during other occupational work projects, and in other ways, Plaintiff Nicholas Leon Murphy was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

90. Defendants USF&G and Zurich, and their predecessors, acting as the alter egos of Covil Corporation, owed a duty to Plaintiffs to warn, protect, enforce safety and hygiene rules and policies or otherwise use their superior knowledge to provide a safe environment.

91. Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

92. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

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

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

95. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy medical treatment is ascertained.

96. 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

97. Covil was a seller and installer of thermal insulation that contained asbestos.

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

99. 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").

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

101. 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") and their lawyers. Moreover, on and after 1991, the Primary Insurers conducted all of Covil's affairs, including after Covil was dissolved, extending until appointment of the Receiver.¹ During the course of their work, the lawyers have also exerted control and domination of Covil sufficiently to qualify them as Alter-Egos.

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

103. From at least in or about 1991, continuing until appointment of the Receiver, Zurich and USF&G, in conjunction with their lawyers, managed Covil, making all determinations as to use and the disposition of Covil's assets which consisted primarily of corporate documents and insurance policies.

104. 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.

¹ For reasons set forth herein, the appointment of the receiver does not alleviate the obligations of the Alter-Egos as it relates to Covil's current and future debts.

105. Since as early as approximately 1991, the Primary Insurers in conjunction with their lawyers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and prior to 2018, the Primary Insurers and their lawyers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers' alter ego, and/or controlled entity.

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

107. At no time did the Primary Insurers and their lawyers make efforts to appoint an independent person or entity to determine what was in Covil's best interest. Rather, the Primary Insurers and their lawyers unilaterally determined what was best for Covil, or disregarded what was best for Covil, acting in their own interest, regardless of whether there was an actual or potential conflict between their interest and Covil's interest.

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

109. Each of the lawyers' actions on behalf of Covil was for the purpose of earning a fee from the Primary Insurers rather than protecting Covil.

110. 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.

111. 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.

112. The lawyers are required to exercise loyalty to Covil, and not the insurance companies that pay their bills. Statements made in open court by Mark Wall, named partner in one

of the lawyers' firms, demonstrates that the lawyers did not understand, much less adhere to this requirement. During a hearing on the issue on February 21, 2019, Mark Wall stated:

THE COURT: Those kind of things you have got to provide, Mr. Wall.

MR. WALL: Under what theory, Your Honor?

THE COURT: I have appointed these people as receivers for Covil.

MR. WALL: Yes, Your Honor.

THE COURT: Covil is your client. They stand in the shoes of Covil.

MR. WALL: Are they my client, Your Honor?

THE COURT: Sir?

MR. WALL: Are they my client?

THE COURT: Covil is your client.

MR. WALL: No, Your Honor, are they my client? That is the issue.

THE COURT: Yes, they are your client because they are the receiver for Covil.

MR. WALL: So I now have attorney-client privilege with them?

THE COURT: That's right.

MR. WALL: And that is protected by the Court?

THE COURT: Yes, sir.

MR. WALL: As long as --

THE COURT: And I get why you want that protection. I'm not saying this in a hostile way

113. In South Carolina, when an insurer hires an attorney to represent its insured, an attorney-client relationship arises between the attorney and the insured, *i.e.*, the insured client of the attorney. Pursuant to that relationship, the attorney owes the insured client—not the insurer—a fiduciary duty. The loyalties of the attorney may not be divided.

114. Lawyers were hired to protect Covil's interest but became part of the Primary Insurers' scheme to run Covil as an effective subsidiary, agency or alter ego of the Primary Insurers. Lawyers followed the Primary Insurers' instructions and together with the Primary Insurers acted as Covil.

115. The attorney's conduct of litigation involving an insured client is also governed by established law. *See, e.g.*, Rule 1.8(f), RPC, Rule 407, SCACR ("A lawyer shall not accept compensation for representing a client from one other than the client unless: ... (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; ..."); Rule 5.4(c), RPC, Rule 407, SCACR ("[a] lawyer shall not permit a person who recommends, employs, or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services").

116. Lawyers by acting for Covil when Covil was in no position to act for itself stood in the shoes of Covil and became, in conjunction with the Primary Insurers, Covil's Alter Ego.

117. Lawyers failed to ensure proper procedures were in place for Covil to express its interests including but not limited to the procedures provided by S.C. Code Ann. § 15-65-10 and Rule 66, SCRCPP; therefore, lawyers simply made decisions, in conjunction with the Primary insurers about how to handle the litigation.

118. 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.

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

120. 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.

121. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. The pertinent communications include:

Date	From	To/CC	Subject	Key points of email
10/9/18 3:46 pm	Mark Wall	Irene Muse; Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New cases	Covil has been named in at least two new cases, but we have no Notice of Service. I'm assuming we need to be served before appearing. Agree.
10/18/18 1:49 pm	Mark Wall	Irene Muse Barb Davis; Steven Fries; Gerry Begley; John Weiss; Carol Weill; William Silverman; Pauline Burdin	New trial etc. / new cases	Unserved case Hill set for March; depo scheduled; recommend not appear.
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.

Date	From	To/CC	Subject	Key points of email
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.
10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Zurich would recommend that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?

Date	From	To/CC	Subject	Key points of email
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

122. 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.

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

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

125. 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.

126. 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;
- d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts;
- e. The Primary Insurers were the principals and Covil the agent or agency;
- f. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
- g. The course of dealing between the principal and the agent clearly show no independent Covil; and
- h. Primary Insurers became active participants in Covil rather than simply insurers.

127. 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, or Covil.

128. Lawyers in conjunction with the Primary Insurers acted to control and dominate Covil in such a way to ensure that Covil had no actual representation;

129. Lawyers in conjunction with the Primary Insurers acted intentionally to avoid the statutory procedures that would give Covil a voice in its representation, operation and defense.

130. The Lawyers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Lawyers are the Alter-Ego of Covil and thus, responsible for satisfying the Debts of Covil, past and present.

131. 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.

132. 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.

133. 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.

134. Plaintiffs therefore seek a declaratory judgment that the Primary Insurers are the Alter-Ego of Covil after November 2, 2018 as well as before.

FOR A FIRST CAUSE OF ACTION
(Product Liability: Negligence)

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

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

136. 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.

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

138. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants’ asbestos and asbestos-containing products from causing Plaintiff Nicholas Leon Murphy’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Nicholas Leon Murphy’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 Nicholas Leon Murphy. Defendants and/or their “alternate entities” had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

139. Defendants and/or their 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 Nicholas Leon Murphy, would use or be in proximity to and exposed to said asbestos fibers.

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

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

142. Plaintiff Nicholas Leon Murphy suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Nicholas Leon Murphy was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

143. Defendants’ and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Plaintiff Nicholas Leon Murphy’s injuries, and all

damages thereby sustained by Plaintiff Nicholas Leon Murphy. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

144. 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 Nicholas Leon Murphy 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 Nicholas Leon Murphy and others similarly situated.

145. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their alter egos and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact with asbestos and asbestos-containing products, in that Defendants and/or their alter egos and/or their "alternate entities" had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos, asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to, asbestosis, mesothelioma, lung cancer, and other lung damages. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their alter egos and/or their "alternate entities."

146. 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.

147. 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 Nicholas Leon Murphy.

148. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy or other exposed

persons. Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

149. Defendants and/or their 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.

150. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants 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. sec. 15-73-10, et seq.)

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

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

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

153. The Products Defendants' and/or their alter egos conduct and defective products as described above were a direct cause of Plaintiff Nicholas Leon Murphy's injuries, and the injuries and damages thereby sustained by Plaintiffs.

154. 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 Nicholas Leon Murphy 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 Nicholas Leon Murphy and others similarly situated.

155. 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.

156. Plaintiff Nicholas Leon Murphy, 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 Nicholas Leon Murphy's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

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

158. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' and/or their alter egos asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Nicholas Leon Murphy's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Nicholas Leon Murphy'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.

159. The defect existed in the said products at the time they left the possession of defendants, and/or their alter egos and/or their "alternate entities," and each of them. Said products were intended to reach the ultimate consumer in the same condition as it left defendants. Said

products did, in fact, cause personal injuries, including mesothelioma, asbestosis, other lung damage, and cancer to “exposed persons,” including Plaintiff Nicholas Leon Murphy herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

160. Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Nicholas Leon Murphy and others similarly situated were exposed.

161. Defendants’ defective products as described above were a direct cause of Plaintiff Nicholas Leon Murphy’s injuries, and the damages thereby sustained.

162. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, and/or their alter egos, and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Plaintiff Nicholas Leon Murphy and other exposed persons who came in contact with the asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, in that Defendants and/or their alter egos and/or their "alternate entities” had prior knowledge that there was a substantial risk of injury or death resulting from exposure to asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products, including, but not limited to,

mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their "alternate entities."

163. 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.

164. 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 Nicholas Leon Murphy and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos,

asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

165. Defendants are liable for the fraudulent, oppressive, and malicious acts of their “alternate entities,” and each Defendant's officers, directors and managing agents participated in, authorized, expressly and impliedly ratified, and knew, or should have known of, the acts of each of their “alternate entities” as set forth herein.

166. The conduct of said defendants, their “alternate entities,” and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. 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.

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

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

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

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

169. Prior to and during all relevant times Defendants and/or their alter egos 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.

170. At all times herein mentioned, Defendants’ employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Nicholas Leon Murphy was exposed.

171. Employees handling and disturbing asbestos-containing products in Plaintiff Nicholas Leon Murphy’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.

172. Employees handling and disturbing asbestos-containing products in Plaintiff Nicholas Leon Murphy’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.

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

174. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Nicholas Leon Murphy, 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 Nicholas Leon Murphy.

175. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

176. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including mesothelioma and other lung damage, to exposed persons including Plaintiff Nicholas Leon Murphy.

177. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff that he was being exposed to asbestos, failed to adequately warn Plaintiff Nicholas Leon Murphy of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

178. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Nicholas Leon Murphy.

179. Defendants' employees owed Plaintiff Nicholas Leon Murphy 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.

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

181. At all times mentioned, Plaintiff Nicholas Leon Murphy was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

182. As a direct result of the Defendants' employees conduct, Plaintiff Nicholas Leon Murphy'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 Nicholas Leon Murphy and the damages and injuries as complained of herein by Plaintiffs.

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

184. Based on the foregoing, Defendants as the employers of said employees are vicariously liable under the doctrine of respondeat superior for all negligent acts and omissions

committed by their employees in the course and scope of their work that caused harm to Plaintiff Nicholas Leon Murphy.

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:

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

186. Prior to and during all relevant times, the Premises Defendants employed workers in areas where Premises Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Nicholas Leon Murphy worked and/or spent time.

187. At all times herein mentioned, Premises Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

188. Premises Defendants were negligent in selecting, supplying, distributing and disturbing the asbestos-containing products and in that said products were unsafe. Said products were unsafe because they released asbestos fibers and dust into air when used which would be inhaled by Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy would be exposed to dangerous asbestos dust beyond the present.

189. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-

described asbestos-containing materials by Premises Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma, lung cancer and other lung damage, to exposed persons, including Plaintiffs.

190. At all times herein mentioned, Premises Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Nicholas Leon Murphy, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

191. At all times herein mentioned, Premises Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Nicholas Leon Murphy, 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.

192. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Plaintiff Nicholas Leon Murphy were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

193. At all times herein mentioned, Plaintiff Nicholas Leon Murphy was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

194. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

195. At all times herein mentioned, Premises Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to 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 Nicholas Leon Murphy, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

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

197. Premises Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Premises Defendants.

198. Premises Defendants failed to warn its employees and bystanders thereto, including Plaintiff Nicholas Leon Murphy, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

199. As a direct and proximate result of the conduct of Premises Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Nicholas Leon Murphy became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Nicholas Leon Murphy to develop asbestos-related disease mesothelioma, 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:

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

201. Each of the Defendants and/or their alter egos impliedly warranted that their asbestos materials or asbestos-containing products were of good and merchantable quality and fit for their intended use.

202. The implied warranty made by the Defendants and/or their alter egos that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff Nicholas Leon Murphy carried out his duties and was inhaled by Plaintiff Nicholas Leon Murphy.

203. 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 Nicholas Leon Murphy was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured

for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

205. That during, before and after Plaintiff Nicholas Leon Murphy's exposure to asbestos products manufactured by Defendants and/or their alter egos, the Defendants and/or their alter egos falsely represented facts, including the dangers of asbestos exposure to Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy. 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.

206. The foregoing representations were material conditions precedent to Plaintiff Nicholas Leon Murphy's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Plaintiff Nicholas Leon Murphy act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Nicholas Leon Murphy was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

207. As a direct and proximate result Plaintiff Nicholas Leon Murphy'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:

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

209. 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.

210. 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.

211. 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.

212. 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 Plaintiffs' J Nicholas Leon Murphy breathed asbestos dust which resulted in Plaintiff Nicholas Leon Murphy'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.

213. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Nicholas Leon Murphy 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 Nicholas Leon Murphy's illness.

214. 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.

215. Plaintiff Nicholas Leon Murphy 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.

216. 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 Nicholas Leon Murphy from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

217. 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.

218. 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 Nicholas Leon Murphy's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Nicholas Leon Murphy of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Plaintiff Nicholas Leon Murphy the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's' damages herein.

219. During the relevant time period the Plaintiff Nicholas Leon Murphy 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.

220. 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 Nicholas Leon Murphy, 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 Nicholas Leon Murphy or his wife in the course of or as a consequence of the conspiracy or concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

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

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

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

- (j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Plaintiff to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

221. Plaintiff Nicholas Leon Murphy 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.

222. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Nicholas Leon Murphy 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 Doris Anne Murphy Complains of Defendants, and Alleges as Follows:

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

224. Plaintiffs Nicholas Leon Murphy and Doris Anne Murphy have been married on February 17, 1961 and at all times relevant to their action were husband and wife.

225. Prior to his injuries as alleged, Plaintiff Nicholas Leon Murphy was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Nicholas Leon Murphy 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 Doris Anne Murphy 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.

226. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Nicholas Leon Murphy as set forth herein, Plaintiff's spouse and co-Plaintiff Doris Anne Murphy 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 and Zurich American Insurance Company)

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

227. Covil Corporation (“Covil”), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma², understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil’s insurance carriers and their lawyers, including Wall Templeton and Haldrop, P.A. (“WTH”) and Gallivan White and Boyd, PA (“GWB” and together with WTH, the “lawyers”), without an insured or client, appeared for Covil, answered Covil’s lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil’s insurers and their lawyers were Covil, turned on the lights in the morning and turned them off when they left and made every decision for Covil in between.

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

² [M]esothelioma, [is] an “invariably fatal cancer...for which asbestos exposure is the only known cause...” In re Patenaude, 210 F.3d 135, 138 (3d Cir.), cert. denied, 531 U.S. 1011 (2000).

PRAYER FOR RELIEF

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

1. For 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 and Zurich American Insurance Company are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; 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

May 1, 2020

Columbia, South Carolina.

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

NICHOLAS LEON MURPHY and)
DORIS ANNE MURPHY,)
)
 Plaintiffs,)
v.)
)
COVIL CORPORATION;)
)
SOUTHERN INSULATION, INC.;)
)
STARR DAVIS COMPANY, INC.;)
)
STARR DAVIS COMPANY OF S.C., INC.;)
)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY;)
)
ZURICH AMERICAN INSURANCE)
COMPANY;)
)
DUKE ENERGY CORPORATION;)
)
DUKE ENERGY CAROLINAS, LLC;)
)
DUKE ENERGY PROGRESS, LLC;)
)
PROGRESS ENERGY, INC.;)
)
4520 CORP., INC.;)
)
ABB INC.)
)
AIR & LIQUID SYSTEMS)
CORPORATION;)
)
ANCHOR DARLING VALVE COMPANY;)
)
ARMSTRONG INTERNATIONAL, INC.;)
)
AURORA PUMP COMPANY;)
)
BW/IP INC.;)

C/A NO. 2020-CP-40-01364

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

**SECOND AMENDED
SUMMONS**

PLAINTIFF'S
EXHIBIT

26C

	)
CARBOLINE COMPANY;	)
	)
CARVER PUMP COMPANY;	)
	)
CIRCOR INSTRUMENTATION	)
TECHNOLOGIES, INC.;	)
	)
CONSOLIDATED ELECTRICAL	)
DISTRIBUTORS, INC.;	)
	)
CRANE CO.;	)
	)
CROSBY VALVE, LLC;	)
	)
DANIEL INTERNATIONAL	)
CORPORATION;	)
	)
DUREZ CORPORATION;	)
	)
EATON CORPORATION;	)
	)
ENSTAR (US) INC.;	)
	)
FISHER CONTROLS INTERNATIONAL	)
LLC;	)
	)
FLOWERVE CORPORATION;	)
	)
FLOWERVE US INC.;	)
	)
FOSTER WHEELER ENERGY	)
CORPORATION;	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL;	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.;	)
	)
FLUOR DANIEL SERVICES	)
CORPORATION;	)
	)
FLUOR ENTERPRISES, INC.;	)
	)
GARDNER DENVER, INC.;	)
	)

GENERAL ELECTRIC COMPANY;	)
	)
THE GOODYEAR TIRE & RUBBER	)
COMPANY;	)
	)
GOULD ELECTRONICS, INC.;	)
	)
GOULDS PUMPS, INCORPORATED;	)
	)
GRINNELL LLC;	)
	)
HOWDEN NORTH AMERICA INC.;	)
	)
IMO INDUSTRIES, INC.;	)
	)
INGERSOLL-RAND COMPANY;	)
	)
ITT LLC;	)
	)
METROPOLITAN LIFE INSURANCE	)
COMPANY;	)
	)
MORSE TEC LLC;	)
	)
NEW-INDY CATAWBA LLC;	)
	)
NEW-INDY CONTAINERBOARD LLC;	)
	)
OCCIDENTAL CHEMICAL	)
CORPORATION;	)
	)
RESOLUTE FP US INC.;	)
	)
RILEY POWER INC.;	)
	)
SCHNEIDER ELECTRIC USA, INC.;	)
	)
SPIRAX SARCO, INC.;	)
	)
SPX COOLING TECHNOLOGIES, INC.;	)
	)
TRANE U.S. INC.;	)
	)
UNITHERM, INC.;	)
	)
VIACOMCBS INC.;	)
	)

VIAD CORP;	)
	)
VIKING PUMP, INC.;	)
	)
WEIR VALVES & CONTROLS USA, INC.;	)
	)
WEYERHAEUSER COMPANY;	)
	)
THE WILLIAM POWELL COMPANY;	)
	)
YORK INTERNATIONAL	)
CORPORATION;	)
	)
YUBA HEAT TRANSFER, LLC;	)
	)
ZURN INDUSTRIES, LLC;	)
	)
Defendants.	)
_____	)

SECOND AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar 16682)

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ATTORNEYS FOR PLAINTIFFS

October 28, 2020
Columbia, South Carolina.

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

NICHOLAS LEON MURPHY and) C/A NO. 2020-CP-40-01364
DORIS ANNE MURPHY,)
Plaintiffs,)
v.) In Re:
COVIL CORPORATION) Asbestos Personal Injury Litigation
SOUTHERN INSULATION, INC.) Coordinated Docket
STARR DAVIS COMPANY, INC.) Living Mesothelioma
STARR DAVIS COMPANY OF S.C., INC.)
UNITED STATES FIDELITY AND)
GUARANTY COMPANY)
individually, and as the alter ego to COVIL)
CORPORATION) (Jury Trial Demanded)
ZURICH AMERICAN INSURANCE)
COMPANY,)
a/k/a ZURICH NORTH AMERICA, INC.)
individually, and as the alter ego to COVIL)
CORPORATION)
DUKE ENERGY CORPORATION)
individually, and as successor-in-interest to)
MP SUPPLY, INC. f/k/a MILL POWER)
SUPPLY COMPANY)
DUKE ENERGY CAROLINAS, LLC)
individually, and as successor-in- interest to)
MP SUPPLY INC. f/k/a MILL POWER)
SUPPLY COMPANY)
DUKE ENERGY PROGRESS, LLC)
f/k/a CAROLINA POWER & LIGHT)
COMPANY, sued individually, and as)
successor-in-interest to MP SUPPLY, INC.)
f/k/a MILL POWER SUPPLY COMPANY)
PROGRESS ENERGY, INC.)

**SECOND AMENDED
COMPLAINT**

a subsidiary of DUKE ENERGY)
CORPORATION, sued individually, and as)
successor-in-interest to MP SUPPLY, INC.)
f/k/a MILL POWER SUPPLY COMPANY)
)
4520 CORP., INC.)
individually and as successor-in-interest to)
BENJAMIN F. SHAW COMPANY)
)
ABB INC.)
)
AIR & LIQUID SYSTEMS)
CORPORATION,)
individually, and as successor-in- interest to)
BUFFALO PUMPS, INC.)
)
ANCHOR DARLING VALVE)
COMPANY)
)
ARMSTRONG INTERNATIONAL, INC.)
)
AURORA PUMP COMPANY)
)
BW/IP INC.,)
and its wholly-owned subsidiaries)
)
CARBOLINE COMPANY)
)
CARVER PUMP COMPANY)
)
CIRCOR INSTRUMENTATION)
TECHNOLOGIES, INC.,)
f/k/a HOKE INC.)
)
CONSOLIDATED ELECTRICAL)
DISTRIBUTORS, INC.)
individually, and as successor-in-interest to)
MP SUPPLY, INC. f/k/a MILL POWER)
SUPPLY COMPANY)
)
CRANE CO.)
)
CROSBY VALVE, LLC)
)
DANIEL INTERNATIONAL)
CORPORATION)
)

DUREZ CORPORATION	)
	)
EATON CORPORATION	)
	)
ENSTAR (US) INC.	)
individually, and as successor-in-interest to	)
ZURICH AMERICAN INSURANCE	)
COMPANY and as the alter ego to COVIL	)
CORPORATION	)
	)
FISHER CONTROLS INTERNATIONAL	)
LLC	)
	)
FLOWERVE CORPORATION	)
f/k/a THE DURIRON COMPANY, INC.	)
	)
FLOWERVE US INC.	)
individually, and as successor-in-interest to	)
EDWARD VALVES, INC. and	)
ROCKWELL MANUFACTURING	)
COMPANY	)
	)
FOSTER WHEELER ENERGY	)
CORPORATION	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL,	)
f/k/a FLUOR CORPORATION	)
	)
FLUOR CONSTRUCTORS	)
INTERNATIONAL, INC.	)
	)
FLUOR DANIEL SERVICES	)
CORPORATION	)
	)
FLUOR ENTERPRISES, INC.	)
	)
GARDNER DENVER, INC.	)
	)
GENERAL ELECTRIC COMPANY	)
	)
THE GOODYEAR TIRE & RUBBER	)
COMPANY	)
	)
GOULD ELECTRONICS, INC.,	)
individually, and as successor-in-interest to	)
ITE CIRCUIT BREAKER CO.	)

GOULDS PUMPS, INCORPORATED)
)
GRINNELL LLC,)
d/b/a GRINNELL CORPORATION)
)
HOWDEN NORTH AMERICA INC.)
f/k/a HOWDEN BUFFALO INC.)
successor-in-interest to BUFFALO FORGE)
COMPANY)
)
IMO INDUSTRIES, INC.)
)
INGERSOLL-RAND COMPANY)
)
ITT LLC,)
f/k/a ITT CORPORATION, ITT)
INDUSTRIES INC., ITT FLUID)
PRODUCTS CORP., HOFFMAN)
SPECIALTY MFG. CORP., BELL and)
GOSSETT COMPANY, ITT MARLOW, and)
KENNEDY VALVE COMPANY)
)
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,)
individually, and as successor-in-interest to)
HOOKER CHEMICAL COMPANY, and as)
successor to DUREZ CORPORATION)
)
RESOLUTE FP US, INC.)
f/k/a BOWATER, INCORPORATED)

RILEY POWER INC.,
f/k/a RILEY STOKER CORPORATION and
DB RILEY, INC.

SCHNEIDER ELECTRIC USA, INC.,
f/k/a SQUARE D COMPANY

SPIRAX SARCO, INC.

SPX COOLING TECHNOLOGIES, INC.,
Individually, and successor-in-interest to
MARLEY COOLING TOWERS CO.

TRANE U.S. INC.
f/k/a AMERICAN STANDARD INC.

UNITHERM, INC.
individually, and as successor-by-merger to
VOGT & COMPANY

VIACOMCBS INC.,
f/k/a CBS CORPORATION, a Delaware
corporation f/k/a VIACOM, INC., successor-
by-merger to CBS CORPORATION, a
Pennsylvania corporation, f/k/a
WESTINGHOUSE ELECTRIC
CORPORATION and also as successor-in-
interest to BF STURTEVANT

VIAD CORP
f/k/a THE DIAL CORPORATION,
individually and as successor-in-interest to
GRISCOM-RUSSELL COMPANY

VIKING PUMP, INC.

**WEIR VALVES & CONTROLS USA,
INC.,**
individually and as successor-in-interest to
ATWOOD & MORRILL CO., INC.

WEYERHAEUSER COMPANY

THE WILLIAM POWELL COMPANY