

**RECEIVED**

**Nov 04 2024**

**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 39**

---

Kirby D. Shealy III (S.C. Bar No. 11556)  
ADAMS AND REESE LLP  
1221 Main Street, Suite 1200  
Columbia, SC 29201  
P: 803-254-4190  
[kirby.shealy@arlaw.com](mailto:kirby.shealy@arlaw.com)

David Grant Harris, II (S.C. Bar No. 101951)  
Alexander Erwin Davis (S.C. Bar No. 100061)  
Brady A. Yntema, admitted pro hac vice  
(N.C. Bar No. 25771)  
David L. Brown, admitted pro hac vice (N.C. Bar  
No. 18942)  
GOLDBERG SEGALLA LLP

701 Green Valley Road, Suite 310  
Greensboro, NC 27408

[dharris@goldbergsegalla.com](mailto:dharris@goldbergsegalla.com)

[aedavis@goldbergsegalla.com](mailto:aedavis@goldbergsegalla.com)

[byntema@goldbergsegalla.com](mailto:byntema@goldbergsegalla.com)

[dbrown@goldbergsegalla.com](mailto:dbrown@goldbergsegalla.com)

*Attorneys for Appellant Pennsylvania National  
Mutual Casualty Insurance Company*

## 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
<b>COURT OF APPEAL</b>	
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 Civil 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
<b>TRANSCRIPTS - HEARING/TRIAL</b>	
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
<b>PENN NATIONAL TRIAL EXHIBITS</b>	
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 Reifsnnyder 8.3.2021 .....	10051
Direct Examination .....	10055
Cross-Examination.....	10117
Re-Direct Examination .....	10121
Exhibit 32 - Deposition Transcript and exhibits of Brent Reifsnnyder 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
<b>COVIL TRIAL EXHIBITS</b>	
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

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 performed in this case. He may also testify about testing that he has done on Defendants' products, as well as the results of those tests. He will testify that chrysotile asbestos fibers were a cause-in-fact of Plaintiff/Decedent's malignant pleural mesothelioma. 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**  
**Suwanee, 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<sup>[1]</sup><sub>[SEP]</sub>**  
**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 reaeresolization 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 7<sup>th</sup>, 2003, In the 9<sup>th</sup> 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 8<sup>th</sup>, 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, 11<sup>th</sup> 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, 62<sup>nd</sup> 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 3<sup>rd</sup> Judicial Circuit, Madison County, Illinois; Deposition of Mary Jane Mahoney, August 27, 2003.
- Multiple Cause Nos.; In the District Court of Orange County, Texas, 128<sup>th</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> 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 18<sup>th</sup> 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 Waugh**  
**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 60<sup>th</sup> District Court, Jefferson County, Texas; July 24, 2008 in *McBride, et al v. A.W. Chesterton Company, et al*, No. 07-002192, in the 14<sup>th</sup> 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 98<sup>th</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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 Grisco-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 Grisco-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 Waymon Sims, Jr., 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:

**Eunice Sims** (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.

**Geraldon Wayne Sims** (son)

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

Dr. Ezzat El-Bayoumi  
Dr. Bing Yi  
Dr. Daniel Jacques  
Dr. Amy R. Robbins Cantillion  
Dr. Charles V. Mullen  
Dr. Julia G. Payne  
Dr. Michael Ruppenthal  
Dr. Katarina Harris  
Dr. Christy Sine  
Dr. Donald C. Swing  
Dr. Steve Marinez  
Dr. Michael Enright  
Bon Secours St. Francis Hospital  
One St. Francis Drive  
Greenville, SC 29601  
(864) 255-1000

Dr. Travis Greer  
Palmetto Pulmonary and Critical Care  
3 St. Francis Drive, Suite 300  
Greenville, SC 29601  
(864) 233-8063

Dr. Bing Yi  
Carolina Surgical Associates  
3 St. Francis Drive, Suite 360  
Greenville, SC 29601  
(864) 233-4349

Dr. Daniel W. Grisham  
AnMed Health Eastside Internal Medicine

400 North Fant Street, Suite G  
Anderson, SC 29621  
(864) 224-2197

Dr. David R. Stoppenhagen  
Dr. William T. Joyce  
Dr. Stetson R. Bickley  
Dr. Robert L. Helmer  
Dr. Collins E. Chijioke  
Dr. David A. Dowe  
Dr. Matthew Chaney  
Upstate Carolina Radiology  
717 20<sup>th</sup> St.  
Columbus, GA 31904-8920  
(866) 264-3435

Dr. Eric D. Alpert  
Carolinas Medical Center  
1000 Blythe Boulevard  
Charlotte, NC 28203  
(704) 355-2000

Dr. Frederick Dula  
Dr. James C. Johnson  
Dr. Leonel A. Vasquez  
Piedmont Radiological Associates  
401 Mocksville Avenue, Suite 100  
Salisbury, NC 28144  
(704) 633-1022

Dr. James Johnson  
Dr. Robert P. Quarles  
Dr. Frederick M. Dula  
Novant Health Rowan Medical Center  
612 Mocksville Avenue  
Salisbury, NC 28144  
(704) 210-5000

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. Sims and any coworkers identified in any deposition, to be taken in this case.

As discovery is in its inception, Plaintiffs expressly reserves the right to supplement this answer.

**INTERROGATORY NO. 6:**

Identify all documents which Plaintiff expects to offer as evidence at trial.

**ANSWER:**

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. Sims was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Sims, 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 Waymon Sims 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. Sims was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Sims 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. Sims 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. Sims 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. Sims was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Sims 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. Sims 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. Sims 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. Sims was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Sims 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. Sims 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. Sims 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. Sims 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. Sims was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Sims 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. Sims 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. Sims 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. Sims was exposed. Despite this knowledge, the Defendants willfully failed to warn Mr. Sims 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. Sims 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. Sims 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. Sims was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Sims was exposed. Despite this knowledge, the Defendants failed to warn Mr. Sims 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. Sims 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. Sims and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case.

**INTERROGATORY NO. 21:**

Identify all documents of which Plaintiff have knowledge which relate to Plaintiff’ claim that products sold by defendants and used by Plaintiff were “unreasonably dangerous”.

**ANSWER:**

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. Sims was exposed. Defendants also had reason to know asbestos could cause a permanent and fatal disease prior to the time Mr. Sims was exposed. Despite this knowledge, the Defendants failed to warn Mr. Sims 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. Sims 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. Sims 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 and a copy of Decedent's 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. Sims 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. Sims' lung cancer, 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. Sims' lung cancer, as well as fully executed authorizations to obtain all medical records of Plaintiff, unlimited by time or by place on the body.

**REQUEST NO. 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 and a copy of Decedent's Itemized Statement of Earnings. 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/59m9hw1kf2wiftm/AADzxsUwuqzGnYwR5qgrtnGra?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)

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[sking@dobslegal.com](mailto:sking@dobslegal.com)

[tbranham@dobslegal.com](mailto:tbranham@dobslegal.com)

[jholder@dobslegal.com](mailto:jholder@dobslegal.com)

Other email: [jjohnson@dobslegal.com](mailto:jjohnson@dobslegal.com)

Theile B. McVey (SC Bar No. 16682)  
**KASSEL MCVEY ATTORNEYS AT LAW**  
1330 Laurel Street  
Post Office Box 1476  
Columbia, South Carolina 29202-1476  
T: 803-256-4242  
F: 803-256-1952  
[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)  
Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)  
**ATTORNEYS FOR PLAINTIFF**

January 29, 2021  
Dallas, Texas.

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this 29<sup>th</sup> day of January, 2021.

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-40-05935

EUNICE H. SIMS, individually and as the )  
personal representative of the Estate of )  
WAYMON F. SIMS, JR., )  
 )  
Plaintiff, )  
v. )  
 )  
3M COMPANY, 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 Waymon Sims, Jr. to develop lung cancer. (*See generally* Compl. ¶¶ 70–83). As a result, Plaintiff also alleges that she has suffered loss of consortium. (*See id.* ¶¶ 186–88). Plaintiff, however, has not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Sims's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

**FACTUAL BACKGROUND**

Plaintiff alleges in her Complaint that Mr. Sims was exposed to asbestos at two South Carolina industrial facilities: (1) the Dow Badische facility in Anderson, South Carolina, where



Mr. Sims worked as a thread machine operator from approximately 1973 to 1978, and (2) the Lee Steam Station in Pelzer, South Carolina, where Mr. Sims worked as a coal handler and equipment operator from approximately 1979 to 2002. (*Id.* ¶¶ 73–74). At Lee Steam Station, Mr. Sims also assisted other trades with repair projects on siding, boilers, precipitators, and steam pipes, among other items. (*Id.* ¶ 74).

Plaintiff’s written discovery responses make the same assertions about Mr. Sims’s alleged asbestos exposures. (*See* Pl.’s Resps. to Standard Interrogs. at 2–4 & Ex. A (attached as Ex. 1)). Those responses do not mention any product allegedly installed, supplied, or disturbed by Covil. Mr. Sims was not deposed during this litigation. Mr. Sims’s coworker at the Lee Steam Station, Larry Davenport, was deposed on February 1, 2022. During his deposition, Mr. Davenport testified at length about his work with Mr. Sims. At no point during the deposition did Mr. Davenport identify or mention Covil.

Mr. and Mrs. Sims had been plaintiffs in a prior lawsuit against Covil in 1999, in which they asserted that Covil and other defendants were responsible for Mr. Sims’s earlier diagnosis of asbestosis. (*See* Ex. 2, Compl., *McCall et al. v. AC&S, Inc. et al.*, No. 98-CP-23-2632 (July 23, 1998)). Their written discovery responses in that litigation described Mr. Sims’s work at Dow Badische and Lee Steam Station in similar terms, but did not mention any product allegedly installed, supplied, or disturbed by Covil. (*See generally* Ex. 3, Pls.’ Resp. to Defs.’ Standard Interrogs. to Pls., *Sims v. AC&S, Inc. et al.*, No. 98-CP-23-2632 (Nov. 30, 1998); Ex. 4, Pls.’ Suppl. Resps. to Defs.’ First Set of Interrogs., No. 98-CP-23-2632 (Feb. 17, 1999)).

### **LEGAL STANDARD**

Under Rule 56, summary judgment must be granted if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *See Bishop v. S.C.*

*Dep't of Mental Health*, 331 S.C. 79, 81, 502 S.E.2d 78, 85–86 (1998); *Baughman v. Am. Tel. & Tel. Co.*, 306 S.C. 101, 114–15, 410 S.E.2d 537, 545 (1991). The Court must view the evidence in the light most favorable to the non-moving party. *Cafe Assocs., Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The law makes clear that “it is not sufficient for a party [opposing summary judgment] to create an inference that is not reasonable or an issue of fact that is not genuine.” *Town of Hollywood v. Floyd*, 403 S.C. 466, 477, 744 S.E.2d 161, 166 (2013).

Once a defendant establishes an absence of evidence to sustain the plaintiff’s claim, the burden shifts to the plaintiff, who may not rely on allegations in the pleadings, but instead must set forth specific facts showing that a genuine issue of material fact exists. *See Strother v. Lexington Cnty. Recreation Comm’n*, 332 S.C. 54, 61 n.3, 504 S.E.2d 117, 121 n.3 (1998) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545). Moreover, the party opposing summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *See, e.g., Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (2010) (holding that a non-moving party may not rely on speculation to defeat a motion for summary judgment). Indeed, “South Carolina courts have consistently held [that] evidence must amount to more than speculation and conjecture” to survive summary judgment. *McKnight v. S.C. Dep’t of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (2009).

## **ARGUMENT**

### **I. Covil Is Entitled to Summary Judgment Because 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. Sims 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. She has offered no evidence that Mr. Sims was ever near a product supplied, installed, or disturbed by Covil—much less an asbestos-containing product. Nor has she offered evidence that Covil exposed Mr. Sims to asbestos with frequency, regularity, and proximity as required by *Lohrmann* and *Henderson*. Further, the entire time period that Plaintiff claims that Mr. Sims was exposed to asbestos at Lee Steam Station took place after friable asbestos-containing thermal insulation had been banned. Therefore, even if Plaintiff had offered any evidence that Covil insulators were present at that site while he worked there—which she has not—any insulation that the insulators installed would have been asbestos-free by this time.

Because there is not even a “scintilla” of evidence that Mr. Sims was regularly, frequently, and proximately exposed to *any* product supplied or installed by Covil—much less an asbestos-containing product supplied or installed by Covil—it is, as a matter of law, impossible for Covil to be liable to 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 Eunice Sims Cannot Maintain a Claim for Loss of Consortium.**

Plaintiff Eunice Sims asserts a claim for loss of consortium based on Mr. Sims’s injuries. (Compl. ¶¶ 186–88). Under South Carolina law, where an injured person’s claim is barred as a matter of law, a corresponding claim for loss of consortium is also barred. *See Lee v. Bunch*, 373 S.C. 654, 663, 647 S.E.2d 197, 202 (2007).

Because Mr. Sims’s personal-injury claims against Covil fail as a matter of law, Mrs. Sims’s loss-of-consortium claim likewise fails.

**III. Plaintiff Is Not Entitled to Punitive Damages.**

Plaintiff contends that she is entitled to punitive damages. (Compl. ¶¶ 120, 136, 152, 181, 185 & 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. Sims was actually exposed to asbestos attributable to Covil, which there is not, there is no evidence of fraud or malice on the part of Covil, and no evidence that any conduct of Covil was willful, wanton, or reckless. Accordingly, even if the Court does not grant Covil’s motion for summary judgment in its entirety, 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 22nd day of February, 2022.

/s/ Ashley K. Brathwaite  
Ashley K. Brathwaite  
S.C. State Bar No. 76952  
Ellis & Winters LLP  
P.O. Box 33550  
Raleigh, North Carolina 27636  
Telephone: (919) 865-7000  
Facsimile: (919) 865-7010  
Ashley.Brathwaite@elliswinters.com

*Counsel for Defendant Covil Corporation*

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
<b>EUNICE H. SIMS</b> , individually and as the	)	<b>C.A. NO. 2020-CP-40-05935</b>
Personal Representative of the Estate of	)	
<b>WAYMON F. SIMS, JR.</b> ,	)	<i>In Re:</i>
	)	Asbestos Personal Injury Litigation
Plaintiff,	)	Coordinated Docket
	)	
v.	)	
	)	
<b>3M COMPANY, INC., et al.</b>	)	
	)	
Defendants.	)	

---

**PLAINTIFF’S OPPOSITION TO DEFENDANT COVIL CORPORATION’S MOTION FOR SUMMARY JUDGMENT**

Plaintiff Eunice H. Sims, individually and as the Personal Representative of the Estate of Waymon F. Sims, Jr., hereby opposes the motion for summary judgment filed by defendant Covil Corporation, and would respectfully show that the motion should be denied.

**INTRODUCTION**

Decedent Waymon F. Sims, Jr., died of lung cancer caused by occupational exposure to various asbestos-containing products while working in South Carolina between 1979 to 2002. at the Duke Lee Steam Plant. At the Lee plant, which was literally filled with asbestos, Sims worked in close proximity to other trades during the repair and maintenance of steam equipment, including turbines, boilers, generators, pumps, furnaces, valves, and steam traps. All of that equipment—along with extensive steam and water lines—was covered with asbestos insulation products.

Defendant Covil Corporation, which was one of the largest insulation contractors in the Southeast United States, was a major supplier of asbestos-containing insulation to the Lee plant. Extensive written documentation shows that Covil provided both insulation material and



the Lee plant throughout the 1970s, 1980s, and 1990s. See, e.g., **Exs. 24, 25, 26**, Material and Labor Invoices. Sims was present and exposed to respirable asbestos dust while Covil and other workers installed, removed, and/or disturbed that insulation, as well as during the regular maintenance and repair of various pieces of insulated equipment and piping. Plaintiff's causation expert, Dr. John Maddox, opines that Sims' occupational exposure to such asbestos dust contributed to causing his asbestosis and subsequent lung cancer. Covil nevertheless seeks summary judgment arguing that plaintiff "has not adduced evidence that links Covil, or any other product installed, supplied, or disturbed by Covil, to Mr. Sims' alleged asbestos exposure." (Mot., p. 1.) Covil is incorrect, as there is substantial evidence of Sims' exposure to asbestos insulation products and Covil supplied, installed, and/or removed much of the insulation at Lee Steam. Under such circumstances, genuine issues of material fact exist and summary judgment is inappropriate.

#### **STATEMENT OF FACTS<sup>1</sup>**

##### **A. Sims' Occupational Exposure to Asbestos.**

Sims died before he could give deposition testimony in this case. Two of his co-workers, however, provided extensive deposition testimony regarding the type of work they all did at the Lee plant. Both co-workers explained that they, and Sims, were initially hired as coal handlers, but were often assigned to various jobs in the main plant involving repair and maintenance of various types of asbestos-containing equipment. Another former Duke employee at the Lee plant, Harold R. Campbell, previously testified that "everything" at the plant was "covered with asbestos" and that anyone who worked there could not avoid being exposed:

"Q. Now, out at Lee Steam Plant, are there types of asbestos products that you believe you worked around; in other words, not with but around?"

---

<sup>1</sup> All exhibit references are to the Master Exhibits for the responses in this case.

A. Right.

Q. All right. What types of products do you believe you worked around?

A. Well, they were, like I said, the insulating cement, the pipe coverings, the rope packing. They had the gaskets, you had refractory cements, you had block insulation, you had fireproofing, plastic cement, and joint compound.

Q. And how would you be around those products?

A. Well, if you went out in the plant, you were around some of it all the time.

Q. Okay.

A. I mean, you couldn't avoid it.

Q. How come?

A. Well, people working with it, and everything there was covered with asbestos. If you know anything about a steam plant, it was—kept the heat in and kept—

Q. There's lots of different types of products that contain asbestos that were in those steam plants; is that right?

A. Right." **Ex. 1**, Depo. of H. Campbell, 3/3/99, pp. 29-30.

Campbell went on to explain "when they were working on the turbines or the boilers . . . you went by it all where they were working." *Id.* at p. 31.

### **1. Testimony of Sims' Co-Worker, Larry Davenport**

Larry Davenport worked with Sims at the Lee plant. **Ex. 2**, Depo. of L. Davenport, 2/1/22, pp. 10-11 ["We worked together down at the plant."]. Davenport explained that Sims came to work in the coal yard at the plant sometime after 1975. *Id.* at p. 14. Coal yard workers, however, were sometimes called into the main plant to help other workers with repair and maintenance work, or during a shutdown. *Id.* at p. 16. When he was called in to help, Davenport saw people working

on pumps, valves, boilers, and other types of equipment. *Id.* at p. 19-20. Davenport explained that he and his co-workers were close to such work:

“Q. When you would go into the plant and see work being done on this equipment— well, how far away would you be from this kind of work?

A. Most of the time, I would be right there with them.” *Id.* at p. 20.

Davenport testified that the work with valves, pumps, and similar steam equipment involved “taking the valve out and replacing the gasket and everything on it.” *Id.* at p. 20. He explained that such work created dust: “Most of the time, they would be . . . it would be dust.” *Id.* at p. 21. Boiler work also involved the removal of insulation, and “when you took the shell off, there would be insulation on the shell, and you would have to take the shell and then take that – it was a big old piece of insulation, you would have to take off and lay it down and everything.” *Id.* at p. 22. As for insulation, Davenport also recalled they had a crew come in down there and take that asbestos off of the pipe and everything and all.” *Id.* at p. 22. Davenport did not recall large amounts of dust, he testified that he would not be surprised if other workers at the Lee plant remembered lots of dust in the plant. *Id.* at p. 27-28. Davenport stated they were not given respirators to use as breathing protection until sometime “around the ‘80s somewhere.” *Id.* at pp. 26, 28.

## **2. Testimony of Sims’ Co-Worker, Leslie Holiday.**

Leslie “Les” Holiday also worked with Sims at the Lee Steam Station operated by Duke Energy. **Ex. 3**, Depo. of L. Holiday, 2/17/22, p. 8. Holiday met Sims in the coal handling area when Holiday started at the Lee plant in 1979. *Id.* at p. 14, 17. “I’m not sure what year Waymon started, but he was there when I got there.” *Id.* at p. 19. He testified that coal handlers helped with maintenance in other parts of the plant, stating “[y]ou didn’t sit down. They put you to work

somewhere.” *Id.* at p. 23. He further explained, “I can tell you, if you worked at Lee Steam and you was needed, you was sent wherever you was needed, if your job wasn’t going on. *Id.* at p. 58.

Holiday further explained that “if we had a turbine outage and the units wasn’t running, they would come over and clean bolts and clean surfaces where we took pumps or the turbine apart or something. So, yeah, I mean, everybody—back in those days, you didn’t not have anything to do.” *Ibid.* He further explained, “they would always have a stack of work orders they would call the balance of the plant. It might be a leaking pump, a leaking valve, a leaking flange, a valve that needed packing, something like that. So they just—certain people would just go do those jobs, you know. So, I mean, yeah, it’s just called balance the plant. When you had an outage, you fixed everything on that unit that needed fixing.” *Id.* at p. 31. Holiday confirmed that he saw Sims working at the Lee plant during outages. *Id.* at pp. 34-35. He also confirmed that contractors were present at Lee Steam during outages. *Id.* at p. 31-32.

Holiday testified that when he started the turbines had asbestos containing insulation. *Id.* at p. 26. The work on these turbines was so dusty that it “was just like a fog set in.” *Id.* at p. 28, 66. In addition to this insulation there was also insulation on the boilers:

“Q. How about the piping that went to -- the discharge piping to and from the boilers, was that stuff insulated, too?

A. Yes, all of that would be insulated. If it was carrying steam or any kind of hot water or anything, yes, it was insulated.” *Id.* at p. 28.

Finally, Holiday stated that 70 to 80 percent of the valves at Lee Steam were insulated. *Id.* at p. 33. Thus, much of the equipment at Lee Steam was insulated.

**B. Covil Supplied and Installed Asbestos-Containing Insulation at the Lee Steam Plant Where Sims Worked.**

Written documentation shows that Covil provided materials and labor at the Lee Steam Plant throughout the 1970s, 1980s, and 1990s. See, e.g., **Exs. 24, 25, 26**, Material and Labor Invoices. Covil was a large insulation contractor, probably the second largest in the Southeast United States. **Ex. 27**, Deposition of Palmer Covil, Vol. I (July 13, 1977) at 101:13-21. Covil purchased from a number of asbestos insulation manufacturers, including Johns-Manville, Rockwool, Keene, and Pittsburg-Corning. *Id.* at 103:4-9. Covil would then “sell [our] asbestos products to others.” *Id.* at 23-25. Covil recently admitted, through its corporate representative Robert Glenn, that workers at Duke Power facilities such as the Lee plant likely worked in close proximity to Covil’s insulators. **Ex. 28**, 30(b)(6) Deposition of Covil Corporation, through its designated representative, Robert Glenn, 7/28/2020, at 17:16-25.

**C. Covil Never Warned or Otherwise Protected Workers Like Sims From Asbestos Insulation.**

Covil’s founding president, Palmer Covil, testified that he knew about asbestosis no later than 1965 or 1966. **Ex. 27**, P. Covil Dep., 7/13/77, at 109:9-14. In about 1965, the union began to make “noises” about the harm asbestos caused, and he read some articles by Dr. Irving Selikoff concerning those dangers. *Id.* at 95:6-96:9. Mr. Covil was also well aware of OSHA when it was enacted and what its limitations on asbestos exposure were. *Id.* at 90:15-91:22. He first learned of OSHA through trade magazines and discussion among manufacturers and contractors. *Id.* at 91:23-92:7. Mr. Covil found the OSHA regulations by ordering the Federal Register and stayed up to date on those regulations. *Id.* In 1972, Covil had its first worker’s compensation claim against it for asbestosis. *Id.* at 106:10-20.

Mr. Covil testified that he first saw a warning about asbestos in 1968, when Johns-Manville and Owens-Corning came out with warning labels on their cartons of insulation. *Id.* at 93:10-94:9.

His company, however, did not make any specific change in its safety procedures in response to the warning labels on packages regarding asbestos. *Id.* at 94:22-95:1. In fact, Covil **never** put any caution labels or warnings on its products. *Id.* at 104:18-20. Instead, Covil continued to sell asbestos insulation products without warning even after OSHA was enacted. Covil conceded that as of 1977, his company still sold insulation products that contained asbestos. *Id.* at 92:15-21.

Indeed, Covil's representative, Robert Glenn, testified that the company sold Kaylo insulation more than any other brand. **Ex. 29**, Trial Tr., *Crawford v. Covil*, 7/17/18 (Rough), at 280:10-16. Although Kaylo stopped making asbestos insulation in 1972, Covil continued to supply Kaylo asbestos insulation for a full year or even "a little longer." *Id.* at 280:17-281:1. Covil also still sold Thermobestos as late as February 1974. *Id.* at 283:23-284:12. According to Glenn, even though OSHA regulations were in effect, Covil continued to sell asbestos insulation without a warning because it believed that warning "wasn't a legal requirement." *Id.* at 296:13-297:3, 297:22-298:1, 298:21-25. Glenn explained that Covil made a business decision not to warn and that it had no obligation to pass on its knowledge about asbestos hazards to its customers. *Id.* at 299:1-11.

In a more recent deposition, Covil's corporate representative claimed that it did not warn workers, other than those in its own company, because it felt it did not have a "duty" to do so. **Ex. 30**, Glenn Dep., 3/4/20, at 111:25-112:22. Moreover, Glenn also admitted "Covil knew when it was selling asbestos-containing insulating products in 1972 that that asbestos could be harmful to people's health." *Id.* at 113:13-19. Nevertheless, it was "Covil's approach that it didn't have any obligation whatsoever to provide a warning regard[ing] products that could be injurious to people that might breathe dust from those products that it had supplied to facilities at any time," besides their own Covil employees. *Id.* at 114:19-25. In fact, Glenn testified that Covil had no moral

obligation to make sure that nearby workers (like Sims) would be protected when Covil was removing asbestos insulation. *Id.* at 124:18-125:4.

**D. Sims Developed And Died of Lung Cancer Caused By His Occupational Exposures To Asbestos.**

In a report dated May 8, 2021, plaintiff’s medical causation expert, Dr. John C. Maddox, M.D., confirmed Sims’ diagnoses with asbestosis and lung cancer. **Ex. 7**, Maddox Report, p. 1. Dr. Maddox noted that Sims worked at the Duke Lee Steam plant beginning in the 1970s and that his work history included asbestos exposure. *Id.* at pp. 2-3. Dr. Maddox reviewed various medical records, including Sims’ clinical history, radiologic records, pathology reports, and pathology slides. *Ibid.* Based on his review of those materials, and to a reasonable degree of medical certainty, Dr. Maddox opines that Sims’ “recent lung adenocarcinoma, in a nonsmoking patient with clinical asbestosis, was attributable (at least partially) to asbestos.” *Id.* at p. 4. Dr. Maddox further opines that “[b]ased on the exposure history and the clinical diagnosis of asbestosis, the patient’s cumulative asbestos exposures may have caused his clinical asbestosis and contributed to the development of his lung cancer.” *Ibid.*

**ARGUMENT and AUTHORITIES**

**A. Covil Failed To Meet Its Summary Judgment Burden.**

“Summary judgment is a drastic remedy which should be cautiously invoked so that a litigant is not improperly deprived of a trial on disputed factual issues.” *Madison ex rel. Bryant v. Babcock Center, Inc.*, 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006); *Baughman v. American Tel. and Tel. Co.*, 306 S.C. 101, 112, 410 S.E.2d 537, 543 (1991). Under South Carolina Rule of Civil Procedure 56, summary judgment is only appropriate when there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Cafe Assocs. Ltd. v. Gerngross*, 305 S.C. 6, 9, 406 S.E.2d 162, 164 (1991). The moving party has the burden of clearly

establishing the absence of a genuine issue of material fact. *Singleton v. Sherer*, 377 S.C. 185, 659 S.E.2d 196 (Ct. App. 2008).

In determining whether a genuine question of fact exists, the court must view the evidence, and all inferences reasonably drawn from it, in the light most favorable to the nonmoving party. *Faile v. S. C. Dep't of Juvenile Justice*, 350 S.C. 315, 324, 566 S.E.2d 536, 540 (2002). Even when there is no dispute as to the evidentiary facts, but only as to the conclusions or inferences to be drawn from them, summary judgment should be denied. *Koester v. Carolina Rental Ctr.*, 313 S.C. 490, 443 S.E.2d 392 (1994). Summary judgment should be denied unless reasonable minds cannot differ on plain, palpable, and indisputable facts. *See Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004). Here, Covil—which supplied asbestos-containing insulation to the Lee plant for years (and the labor to install and remove it)—failed to meet its burden to show the absence of genuine issues of material fact for trial. The evidence shows that Sims' work exposed him to asbestos from insulation products and that Covil supplied, installed, removed, or otherwise manipulated insulation at Lee Steam.

**B. Genuine Issues Of Material Fact Exist Regarding Sims' Exposure To Asbestos From Insulation Supplied, Installed, Removed, or Otherwise Manipulated By Covil.**

Covil argues “there is not even a ‘scintilla’ of evidence that Mr. Sims was regularly, frequently, and proximately exposed to *any* product supplied or installed by Covil—much less an asbestos-containing product supplied or installed by Covil . . . .” (Mot., p. 4.) Covil is incorrect, however, as the evidence shows that Sims was occupationally exposed to asbestos insulation that it supplied, installed, removed, and/or otherwise manipulated at the Lee Steam Plant. A plaintiff in an asbestos case may defeat summary judgment with evidence of “actionable exposure” to a defendant’s asbestos product. *Henderson v. Allied Signal, Inc.*, 373 S.C. 179, 185, 644 S.E.2d

724, 727 (2007). To determine whether exposure is actionable, South Carolina courts apply the “frequency, regularity and proximity” factors set forth in *Lohrmann v. Pittsburgh Corning Corp.*, 782 F.2d 1156 (4th Cir. 1986). Therefore, “[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.” *Id.*, quoting *Lohrmann*, 782 F.2d at 1162.

In any event, the *Henderson* exposure standard is met here. The evidence shows that Sims spent years working at jobsites where outside contractors and his co-workers disturbed asbestos insulation (some of which Covil would have supplied and/or installed) on equipment and piping. There is no dispute that such removal and replacement created dust that Sims would have inhaled. Indeed, the court in *Jolly v. General Electric Company*, found that similar evidence was sufficient for the jury to make a causation finding under the *Henderson* causation standard. **Ex. 12**, No. 2016-CP-42-1592, at 32-33 (S.C. Com. Pl. Dec. 15, 2017). In *Jolly*, the plaintiff was repeatedly exposed to asbestos gaskets and packing from valves over a four-year period. *Id.* at 32. Although *Jolly* did not even do the valve work himself, like Sims in this case, he was close enough to breathe the dust created by the removal of asbestos materials from that equipment. *Ibid.* Such frequent, regular, and proximate exposure was sufficient, in *Jolly*, to support a jury’s finding that plaintiff’s disease was caused by his exposure to asbestos from the defendants’ products. *Id.* at 33. The evidence here is similar, with regard to Sims’ proximity to work asbestos insulation at the Lee plant and Covil’s supply, installation and/or removal of insulation at Lee Steam. Combined with Dr. Maddox’s causation opinions, such evidence raises multiple genuine issues of material fact that preclude summary judgment.

## CONCLUSION

For the foregoing reasons, plaintiff respectfully requests this Court to deny Covil's motion for summary judgment.

Respectfully submitted,

/s/ Jonathan M. Holder

Jonathan M. Holder (SC Bar No. 77935)

Shawna Forbes-King (To be admitted *Pro Hac Vice*)

Charles W. Branham, III (To be admitted *Pro Hac Vice*)

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, Texas 75202

[jholder@dobslegal.com](mailto:jholder@dobslegal.com)

[sking@dobslegal.com](mailto:sking@dobslegal.com)

[tbranham@dobslegal.com](mailto:tbranham@dobslegal.com)

**KASSEL MCVEY, ATTORNEYS AT LAW**

Theile B. McVey (SC Bar No. 16682)

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

803-256-4242

803-256-1952 (Facsimile)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

**ATTORNEYS FOR PLAINTIFF**

March 18, 2022

Dallas, Texas.

# EXHIBIT 24

DISTRIBUTORS - CONTRACTORS OF Industrial Insulation  
AND ACCESSORIES



# COVIL INSULATION COMPANY

PLEASE REMIT TO:  
COVIL INSULATION COMPANY  
P. O. BOX 1804  
GREENVILLE, S. C. 29602

AREA 803/246-1521 GREENVILLE, S. C.
AREA 919/275-2894 GREENSBORO, N. C.
AREA 919/237-5486 WILSON, N. C.
AREA 404/722-2738 AUGUSTA, GA.
AREA 912/439-8824 ALBANY, GA.

TPT  
A63003  
RSS  
Lee

INVOICE No. 16430

INVOICE DATE 7-24-73

TERMS NET

CUST. ORDER NO. Verbal

BRANCH OFFICE A-63003  
7emo-6783

OUR JOB NO. 71350

SOLD

Duke Power Company  
P. O. Box 1339  
Charlotte, North Carolina 28201

SHIP

Lee Plant  
Williamston, S.C.

PARTIAL BILLING

BACK UP SHEETS ATTACHED

Labor and material to insulate back of  
Boiler and misc. piping as directed by  
Duke Power and Daniel Construction:

Material:	3039.09
Labor:	2559.70
18% Tax & Insurance:	460.74
Travel:	46.80
	<u>6106.33</u>
+ 20%	<u>1221.27</u>
	7327.60

PAID - IBM



AMOUNT OF THIS INVOICE \$7,327.60

2450

1340

70

Robert Havelka  
2-31-73

DUPLICATE INVOICE

# EXHIBIT 25

S  
O  
L  
D  
T  
O

MILL POWER SUPPLY CO  
P. O. BOX 32307  
CHARLOTTE, NC 28232

114775



**COVIL CORPORATION**  
P. O. BOX 1804  
GREENVILLE, S. C. 29602  
PH. (803) 246-1521

S  
H  
I  
P  
T  
O

DUKE POWER  
LEE STEAM STA  
HWY S-4-178  
PELZER SC

DATE	INVOICE NO.
01-10-84	2904

TERMS:

SALESPERSON	CUSTOMER ORDER NO.	ORDER DATE	SHIP DATE	SHIPPED VIA	BACK ORDER FROM		
103001	J-02776-74	01-09-84	01-10-84	OT	0		
ORDERED	SHIPPED	BACK ORD.	PRODUCT CODE	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
2700	2700	0	AHTB100	SF	1"X 60"X 45' TEMP MAT	1.80000	4860.00
50	50	0	AWC304	ROL	304-A 30" D11 SS METEX	338.00000	1690.00
45	45	0	F303605	GAL	BF 30-36 CTG 5'S	7.55000	339.75
20	20	0	F812705	GAL	BF 81-27 ADH 5'S	7.15000	143.00
50	50	0	AW16304S	LBS	16GA SS WIRE 10# SER_PAK	2.40000	120.00
50	50	0	AC50100	BAG	SMOOTH KOTE CEMENT	7.80000	390.00
1425	1425	0	CSB25	SQF	CAL SIL BLOCK 2 1/2"	2.58000	3676.50
500	500	0	WTH12212	EA	2 1/2 TAC TOOLS W/W	.11900	59.50
			*		TAG B-67420		
NON TAXABLE MDSE		TAXABLE MDSE	SALES TAX	FREIGHT	MISCELLANEOUS	<b>INVOICE TOTAL</b> →	CONT INUED



DUPLICATE INVOICE

LEE STEAM SUBJECT TO CONFIDENTIALITY AGREEMENT

011000 1000

ELECTRONICALLY FILED - 2022 Mar 18 11:01 PM - RICHLAND - COMMON PLEAS - CASE# 2022CCP4005935

S  
O  
L  
D  
T  
O  
MILL POWER SUPPLY CO  
P. O. BOX 32307  
CHARLOTTE, NC 28232

114775



COVIL CORPORATION  
P. O. BOX 1804  
GREENVILLE, S. C. 29602  
PH. (803) 246-1521

S  
H  
I  
P  
T  
O  
DUKE POWER CO.  
LEE STEAM STA.  
HWY S-4-178  
PELZER, SC

DATE	INVOICE NO.
12-13-83	2644

TERMS:

SALESPERSON	CUSTOMER ORDER NO.	ORDER DATE	SHIP DATE	SHIPPED VIA	BACK ORDER FROM
109001	J-02776-74	11-30-83	12-13-83	O/T	0

ORDERED	SHIPPED	BACK ORD.	PRODUCT CODE	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
15	15	0	P20210	LFT	4 X 1 1/2 CAL SIL PC	1.94000	29.10
18	18	0	P20306	LFT	2 X 2 CAL SIL PC	2.73000	49.14
27	27	0	P20206	LFT	2 X 1 1/2 CAL SIL PC	1.46000	39.42
			*		TAG B-67383		

117.66	.00	.00	.00	.00	<b>INVOICE TOTAL</b> →	\$ 117.66
NON TAXABLE MDSE	TAXABLE MDSE	SALES TAX	FREIGHT	MISCELLANEOUS		



Date Material Received 12-16-83  
Date Invoice Returned 12-84  
Parcel Post Deliv  
Charge to Stock No. 7280 512-41  
Material Used \_\_\_\_\_

DUPLICATE INVOICE

LEE STEAM SUBJECT TO CONFIDENTIALITY AGREEMENT

011001

ELECTRONICALLY FILED - 2022 Mar 18 11:01 PM - RICHLAND - COMMON PLEAS - CASE# 2022-0001

-17927-

S  
O  
L  
D  
I  
E  
R

MILLER POWER SUPPLY CO  
P. O. BOX 32307  
CHARLOTTE, NC

114775



COVIL CORPORATION

P. O. BOX 1804  
GREENVILLE, S. C. 29602  
PH. (803) 246-1521

Date Material Received 7-15-83  
Date Invoice Returned 8-10-83  
Parcel Post \_\_\_\_\_  
Freight PAID  
Express \_\_\_\_\_  
Charge to Stock No. \_\_\_\_\_  
Material Used 220-512.41 TERMS:

DATE	INVOICE NO.
07-28-83	1045

S  
H  
I  
P  
T  
O

DUKE POWER CO.  
LEE STEAM STA  
HWY S-4-178  
PELZER, SC

SALESPERSON	CUSTOMER ORDER NO.	ORDER DATE	SHIP DATE	SHIPPED VIA	BACK ORDER FROM		
919001	J-02776-74	07-12-83	07-28-83	O/T	0		
ORDERED	SHIPPED	BACK ORD.	PRODUCT CODE	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
24	24	0	P20206	LFT	2 X 1 1/2 CAL SIL PC	1.46000	35.04
24	24	0	P20205	LFT	1 1/2 X 1 1/2 CAL SIL PC	1.34000	32.16
5	5	0	F9805VG	GAL	VIMASCO GREY 5'S	7.40000	37.00
1	1	0	A90361	ROL	36 X 50YDS WHITE GLASSFAB	25.00000	25.00
			*		TAG B-07469		
24	24	0	P11203	LTF	1 X 1 1/2 FG ASJ-SSL PC	1.08000	25.92
12	12	0	P11205	LFT	1 1/2 X 1 1/2 FG ASJ-SSL PC	1.24000	14.88
24	24	0	P11202	LFT	3/4 X 1 1/2 FG ASJ-SSL PC	1.02000	24.48
194.48 NON TAXABLE MDSE    TAXABLE MDSE    SALES TAX    .00    FREIGHT    .00    MISCELLANEOUS    .00						<b>INVOICE TOTAL</b>	\$ 194.48



DUPLICATE INVOICE

LEE STEAM SUBJECT TO CONFIDENTIALITY AGREEMENT

0110011004

ELECTRONICALLY FILED - 2022 Mar 18 11:01 PM - RICHLAND - COMMON PLEAS - CASE# 2022CCP4005935

# EXHIBIT 26



**COVIL CORPORATION**

P. O. BOX 1804  
GREENVILLE, S. C. 29602  
PH. (803) 246-1521

DUKE POWER CO.  
P.O. BOX 1002  
CHARLOTTE, NC 28201

147DP

Remit Payment To:  
Covil Corporation &  
First Federal of SC  
P. O. Box 1804  
Greenville, S. C. 29602

DATE	INVOICE NO.
08/29/90	15618

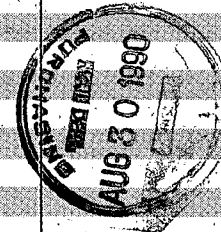
TERMS: 1% - 10 NET - 30

S  
O  
L  
D  
T  
O

S  
H  
I  
P  
T  
O

DUKE POWER CO.  
LEE STEAM STA.  
HWY. S-4-178  
PELZER, SC 29669

SALESPERSON	CUSTOMER ORDER NO.	ORDER DATE	SHIP DATE	SHIPPED VIA	BACK ORDER FROM		
20	<del>102393</del> 74 2435	08/21/90	08/29/90	O/T			
ORDERED	SHIPPED	BACK ORD.	PRODUCT CODE	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
2250	2250	0	AHTB100	SF	PAD ORDER# 19265 1 X 60 X 45 TEMP MAT [ 10 ROLLS ]	0.750	1687.50
250	250	0	AC20060	LYD	60" X50 YDS #200 GLASS CL [ 5 ROLLS ]	11.500	2875.00
500	500	0	AC20040	LYD	40" x50yds 200 GLASS CLOTH [ 10 ROLLS ]	11.500	5750.00
5000	4000	1000	WUP	EA	WCN-CSW PLAIN CAPS TAG:ORDER# B-06671 HOT RUSH THEY NEED THIS FAST!	0.054	216.00
Date Material Received <u>8-29-90</u> Date Invoice Returned <u>9-12-90</u> Parcel Post _____ Freight <u>pelz</u> Express _____ Charge to Stock No. _____ Material Used <u>7280 023009</u>							
0.00		10528.50		0.00		0.00	
NON TAXABLE MDSE		TAXABLE MDSE		SALES TAX		FREIGHT	
						<b>INVOICE TOTAL</b> → 10528.50 10423.21	



DUPLICATE INVOICE

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

IN THE COURT OF COMMON PLEAS  
  
FOR THE FIRST JUDICIAL CIRCUIT

TOMMY D. WANNAMAKER and )  
DALE J. WANNAMAKER, )

Plaintiffs, )

v. )

3M COMPANY )

4520 CORP., INC. )

ABTEC, INCORPORATED OF SOUTH )  
CAROLINA )

ADVANSIX INC. )

AECOM ENERGY & CONSTRUCTION, INC. )

ARMSTRONG INTERNATIONAL, INC. )

AT&T CORP. )

AT&T INC. )

BAHNSON, INC. )

BLACKMER PUMP COMPANY )

BONITZ, INC. )

BW/IP INC. )

CLEAVER-BROOKS, INC. )

COVIL CORPORATION )

CRANE CO. )

CRANE INSTRUMENTATION & )  
SAMPLING, INC. )

DANIEL INTERNATIONAL CORPORATION )

C/A NO. 2020-CP-40-\_\_\_\_\_

In Re:  
Asbestos Personal Injury Litigation  
Coordinated Docket

SUMMONS



E. I. DU PONT DE NEMOURS AND )  
COMPANY )  
ENSTAR (US) INC. )  
ETHYL CORPORATION )  
FLOWSERVE CORPORATION )  
FLOWSERVE US INC. )  
FLUOR CONSTRUCTORS )  
INTERNATIONAL )  
FLUOR CONSTRUCTORS )  
INTERNATIONAL, INC. )  
FLUOR DANIEL SERVICES CORPORATION )  
FLUOR ENTERPRISES, INC. )  
FMC CORPORATION )  
THE GORMAN-RUPP COMPANY )  
GOULDS PUMPS, INCORPORATED )  
GREAT BARRIER INSULATION CO. )  
GRINNELL LLC )  
HONEYWELL INTERNATIONAL INC. )  
IMO INDUSTRIES INC. )  
INTERNATIONAL PAPER COMPANY )  
ITT LLC )  
J. & L. INSULATION, INC. )  
MET-PRO TECHNOLOGIES, LLC )  
METROPOLITAN LIFE INSURANCE )  
COMPANY )  
NASSAU METALS CORPORATION )

RILEY POWER INC. )  
 )  
 RUST ENGINEERING & CONSTRUCTION )  
 INC. )  
 )  
 RUST INTERNATIONAL INC. )  
 )  
 SI GROUP, INC. )  
 )  
 SOUTH CAROLINA PUBLIC SERVICE )  
 AUTHORITY )  
 )  
 SOUTHERN INSULATION, INC. )  
 )  
 SPI LLC )  
 )  
 STARR DAVIS COMPANY, INC. )  
 )  
 STARR DAVIS COMPANY OF S.C., INC. )  
 )  
 TOPBUILD CORP. )  
 )  
 UNITED STATES FIDELITY AND )  
 GUARANTY COMPANY )  
 )  
 VIACOMCBS INC. )  
 )  
 WEIR VALVES & CONTROLS USA, INC. )  
 )  
 THE WILLIAM POWELL COMPANY )  
 )  
 YUBA HEAT TRANSFER, LLC )  
 )  
 ZURICH AMERICAN INSURANCE )  
 COMPANY )  
 )  
 ZURN INDUSTRIES, LLC )  
 )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

**SUMMONS**

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

s/Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Jamie D. Rutkoski (SC Bar No. 103270)

[jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com)

John D. Kassel (SC Bar No. 03286)

[jkassel@kassellaw.com](mailto:jkassel@kassellaw.com)

**KASSEL MCVEY ATTORNEYS AT LAW**

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

T: 803-256-4242

F: 803-256-1952

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**ATTORNEYS FOR PLAINTIFFS**

March 3, 2021

Columbia, South Carolina.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

IN THE COURT OF COMMON PLEAS  
  
FOR THE FIRST JUDICIAL CIRCUIT

**TOMMY D. WANNAMAKER** and )  
**DALE J. WANNAMAKER,** )

Plaintiffs, )

v. )

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

**4520 CORP., INC.** )  
as successor-in-interest to BENJAMIN F. )  
SHAW COMPANY )

**ABTEC, INCORPORATED OF SOUTH** )  
**CAROLINA** )

**ADVANSIX INC.** )  
individually, and as successor-in-interest to )  
HONEYWELL INTERNATIONAL INC. )  
successor-in-interest to ALLIED CHEMICAL )  
CORPORATION )

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

**ARMSTRONG INTERNATIONAL, INC.** )

**AT&T CORP.** )  
individually and as successor-in-interest to )  
BELL TELEPHONE LABORATORIES )

**AT&T INC.** )  
individually and as successor-in-interest to )  
BELL TELEPHONE LABORATORIES )

**BAHNSON, INC.** )

**BLACKMER PUMP COMPANY** )

C/A NO. 2020-CP-40-\_\_\_\_\_

In Re:  
Asbestos Personal Injury Litigation  
Coordinated Docket  
  
Living Mesothelioma

**COMPLAINT**

(Jury Trial Demanded)

**BONITZ, INC.** )  
individually, and as successor-in-interest to )  
BONITZ INSULATION CO. OF SOUTH )  
CAROLINA )  
) )  
**BW/IP INC.** )  
and its wholly-owned subsidiaries )  
) )  
**CLEAVER-BROOKS, INC.** )  
f/k/a AQUA-CHEM, INC. )  
d/b/a CLEAVER-BROOKS DIVISION )  
) )  
**COVIL CORPORATION** )  
) )  
**CRANE CO.** )  
) )  
**CRANE INSTRUMENTATION &** )  
**SAMPLING, INC.** )  
f/k/a CIRCOR INSTRUMENTATION )  
TECHNOLOGIES, INC. f/k/a HOKE INC. )  
) )  
**DANIEL INTERNATIONAL** )  
**CORPORATION** )  
) )  
**E. I. DU PONT DE NEMOURS AND** )  
**COMPANY** )  
) )  
**ENSTAR (US) INC.** )  
individually, and as successor-in-interest to )  
ZURICH AMERICAN INSURANCE )  
COMPANY and as the alter ego to COVIL )  
CORPORATION )  
) )  
**ETHYL CORPORATION** )  
) )  
**FLOWSERVE CORPORATION** )  
f/k/a THE DURIRON COMPANY INC. )  
) )  
**FLOWSERVE US INC.** )  
individually, and as successor-in-interest to )  
ROCKWELL MANUFACTURING )  
COMPANY )  
) )  
**FLUOR CONSTRUCTORS** )  
**INTERNATIONAL,** )  
f/k/a FLUOR CORPORATION )

)  
**FLUOR CONSTRUCTORS** )  
**INTERNATIONAL, INC.** )  
 )  
**FLUOR DANIEL SERVICES** )  
**CORPORATION** )  
 )  
**FLUOR ENTERPRISES, INC.** )  
 )  
**FMC CORPORATION** )  
 )  
**THE GORMAN-RUPP COMPANY** )  
 )  
**GOULDS PUMPS, INCORPORATED** )  
 )  
**GREAT BARRIER INSULATION CO.** )  
 )  
**GRINNELL LLC** )  
 d/b/a GRINNELL CORPORATION )  
 )  
**HONEYWELL INTERNATIONAL INC.** )  
 individually, and as successor-in-interest to )  
 ALLIED SIGNAL, INC., as successor to )  
 BENDIX CORPORATION )  
 )  
**IMO INDUSTRIES INC.** )  
 )  
**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, and ITT )  
 MARLOW )  
 )  
**J. & L. INSULATION, INC.** )  
 )  
**MET-PRO TECHNOLOGIES, LLC** )  
 on behalf of its Dean Pump Divisions )  
 )  
**METROPOLITAN LIFE INSURANCE** )  
**COMPANY** )  
 a wholly-owned subsidiary of METLIFE INC. )  
 )  
**NASSAU METALS CORPORATION** )  
 )

f/k/a AT&T NASSAU METALS )  
CORPORATION )  
) )  
**RILEY POWER INC.** )  
f/k/a BABCOCK BORSIG POWER INC., f/k/a )  
DB RILEY, INC., f/k/a RILEY STOKER )  
CORPORATION )  
) )  
**RUST ENGINEERING & CONSTRUCTION )  
INC.** )  
individually, and as successor-in-interest to )  
SIRRINE ENVIRONMENTAL )  
CONSULTANTS, INC. )  
) )  
**RUST INTERNATIONAL INC.** )  
individually and as successor-in-interest to )  
SIRRINE ENVIRONMENTAL )  
CONSULTANTS, INC. )  
) )  
**SI GROUP, INC.** )  
) )  
**SOUTH CAROLINA PUBLIC SERVICE )  
AUTHORITY** )  
d/b/a SANTEE COOPER )  
) )  
**SOUTHERN INSULATION, INC.** )  
) )  
**SPI LLC** )  
a/k/a SPECIALTY PRODUCTS AND )  
INSULATION LLC, sued individually and as )  
successor-in-interest to PRESNELL )  
INSULATION CO., INC. )  
) )  
**STARR DAVIS COMPANY, INC.** )  
) )  
**STARR DAVIS COMPANY OF S.C., INC.** )  
) )  
**TOPBUILD CORP.** )  
individually, and as successor-in-interest to )  
UNITED SUBCONTRACTORS, INC. )  
as successor-in-interest to STANDARD )  
INSULATING 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 )  
**WEIR VALVES & CONTROLS USA, INC.** )  
 individually and as successor-in-interest to )  
 ATWOOD & MORRILL CO., INC. )  
**THE WILLIAM POWELL COMPANY** )  
**YUBA HEAT TRANSFER, LLC** )  
**ZURICH AMERICAN INSURANCE** )  
**COMPANY** )  
 a/k/a ZURICH NORTH AMERICA, INC. )  
 individually, and as the alter ego to COVIL )  
 CORPORATION )  
**ZURN INDUSTRIES, LLC** )  
 individually and as successor-in-interest to )  
 ZURN INDUSTRIES, INC. )  
 Defendants. )  
 \_\_\_\_\_ )

**PLAINTIFFS' COMPLAINT**

Plaintiffs, TOMMY D. WANNAMAKER and DALE J. WANNAMAKER (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff Tommy D. Wannamaker 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 materials.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker, as a maintenance repairman and pipefitter, on to Defendant’s premises to perform welding work for Defendant’s benefit. Plaintiff was an invitee who had express permission to enter Defendant’s premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.

- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Tommy D. Wannamaker'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 Virginia, and the purchase and use of asbestos-containing products on their premises located in South Carolina and Virginia, and/or contracting with the employer of Plaintiff Tommy D. Wannamaker in South Carolina and Virginia 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker'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 Tommy D. Wannamaker'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 Tommy D. Wannamaker 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
3M COMPANY	f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
ADVANSIX INC.	as successor-in-interest to HONEYWELL INTERNATIONAL INC. successor-in-interest to ALLIED CHEMICAL CORPORATION

DEFENDANT	ALTERNATE ENTITY
AECOM ENERGY & CONSTRUCTION, INC.	as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
AT&T CORP.	as successor-in-interest to BELL TELEPHONE LABORATORIES
AT&T INC.	as successor-in-interest to BELL TELEPHONE LABORATORIES
BONITZ, INC.	as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA
BW/IP INC.	and its wholly-owned subsidiaries
CLEAVER-BROOKS, INC.	f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION
CRANE INSTRUMENTATION & SAMPLING, INC.	f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.
ENSTAR (US) INC.	ZURICH AMERICAN INSURANCE COMPANY and COVIL CORPORATION
FLOWERVE CORPORATION	f/k/a THE DURIRON COMPANY INC.
FLOWERVE US INC.	as successor-in-interest to ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HONEYWELL INTERNATIONAL INC.	as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION
ITT LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES, INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW

DEFENDANT	ALTERNATE ENTITY
MET-PRO TECHNOLOGIES, LLC	on behalf of its Dean Pump Divisions
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
NASSAU METALS CORPORATION	f/k/a AT&T NASSAU METALS CORPORATION
RILEY POWER INC.	f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY	d/b/a SANTEE COOPER
SPI LLC	a/k/a SPECIALTY PRODUCTS AND INSULATION LLC as successor-in-interest to PRESNELL INSULATION CO., INC.
TOPBUILD CORP.	as successor-in-interest to UNITED SUBCONTRACTORS, INC. as successor-in-interest to STANDARD INSULATING COMPANY, INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	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

DEFENDANT	ALTERNATE ENTITY
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. individually, and as the alter ego to COVIL CORPORATION
ZURN INDUSTRIES, LLC	individually and 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker's medical treatment is ascertained.

16. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Tommy D. Wannamaker 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. Plaintiff hereby disclaims each and every claim or cause of action which does or may arise from any United States Navy 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 Navy 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. Plaintiff Tommy D. Wannamaker and Dale J. Wannamaker are currently residents of the State of North Carolina. Plaintiff Tommy D. Wannamaker 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, **3M COMPANY**, f/k/a **MINNESOTA MINING AND MANUFACTURING COMPANY**, was and is a Delaware corporation with its principal place of business in Minnesota. At all times material hereto, 3M COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, 3M masks and other asbestos-containing products. 3M COMPANY is sued as a Product Defendant. Plaintiffs' claims against 3M COMPANY arise out of this Defendant's business activities in the State of South Carolina.

20. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to **BENJAMIN F. SHAW COMPANY**, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, 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.

21. Defendant, **ABTEC, INCORPORATED OF SOUTH CAROLINA**, was and is an South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, ABTEC, INCORPORATED OF SOUTH CAROLINA mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, performing abatement of asbestos at numerous jobsites throughout the southeastern United States. ABTEC, INCORPORATED OF SOUTH CAROLINA is sued as a Product Defendant. ABTEC, INCORPORATED OF SOUTH CAROLINA 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 Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against ABTEC, INCORPORATED OF SOUTH CAROLINA arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **ADVANSIX INC.**, individually and as successor-in-interest to HONEYWELL INTERNATIONAL INC. successor-in-interest to ALLIED CHEMICAL CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, ADVANSIX INC. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the nylon polymer production facility in Hopewell, Virginia. ADVANSIX INC. is sued as a Premises Defendant. Plaintiffs' claims against ADVANSIX INC. arise out of this Defendant's business activities in the State of South Carolina.

23. 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. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against AECOM ENERGY & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

24. 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.

25. Defendant, **AT&T CORP.**, individually and as successor-in-interest to BELL TELEPHONE LABORATORIES, was and is a New York corporation with its principal place of business in New Jersey. At all times material hereto, AT&T CORP. owned and/or controlled

premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. AT&T CORP. is sued as a Premises Defendant. Plaintiffs' claims against AT&T CORP. arise out of this Defendant's business activities in the State of South Carolina.

26. Defendant, **AT&T INC.**, individually and as successor-in-interest to BELL TELEPHONE LABORATORIES, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, AT&T INC. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. AT&T INC. is sued as a Premises Defendant. Plaintiffs' claims against AT&T INC. arise out of this Defendant's business activities in the State of South Carolina.

27. 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 Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **BLACKMER PUMP COMPANY**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, **BLACKMER 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 Blackmer pumps. **BLACKMER PUMP COMPANY** is sued as a Product Defendant. Plaintiffs' claims against **BLACKMER PUMP COMPANY** arise out of this Defendant's business activities in the State of South Carolina.

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

30. Defendant, **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.

31. Defendant, **CLEAVER-BROOKS, INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers and distillers. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation 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 Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **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. 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.

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

35. 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 Tommy D. Wannamaker 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.

36. Defendant, **E. I. DU PONT DE NEMOURS AND COMPANY**, was and is a Delaware corporation with its principal place of business in Delaware. At all times material hereto, E. I. DU PONT DE NEMOURS AND COMPANY owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Cooper River plant in Moncks Corner, South Carolina. E. I. DU PONT DE NEMOURS AND COMPANY is sued as a Premises Defendant. Plaintiffs' claims against E. I. DU PONT DE NEMOURS AND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

38. Defendant, **ETHYL CORPORATION**, was and is a Virginia corporation with its principal place of business in Virginia. At all times material hereto, ETHYL CORPORATION

owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Albermarle Chemical plant in Orangeburg, South Carolina. ETHYL CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against ETHYL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

40. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, 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 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.

41. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL** f/k/a/ FLUOR CORPORATION, was and is a California corporation with its principal place of business in Texas.

At all times material hereto, FLUOR CONSTRUCTORS INTERNATIONAL mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. FLUOR CONSTRUCTORS INTERNATIONAL is sued as a Product Defendant. FLUOR CONSTRUCTORS INTERNATIONAL is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, 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.

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

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

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

45. Defendant, **FMC CORPORATION**, 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 Chicago pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

46. Defendant, **THE GORMAN-RUPP COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP 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 Gorman-Rupp air ejectors, distilling plants and pumps. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

47. 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.

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

49. Defendant, **GRINNELL, LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell boilers, heaters, and 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.

50. Defendant, **HONEYWELL INTERNATIONAL INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL INC. owned and/or controlled premises at which Plaintiff Tommy D.

Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the nylon polymer production facility in Hopewell, Virginia. HONEYWELL INTERNATIONAL INC. is sued as a Premises Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

51. 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.

52. 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 Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the International Paper sheet converting facility in Sumter, South Carolina. INTERNATIONAL PAPER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against INTERNATIONAL PAPER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal

place of business in New York. At all times material hereto, ITT LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps & 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.

54. 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 Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

55. Defendant, **MET-PRO TECHNOLOGIES, LLC**, on behalf of its Dean Pump Divisions, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, MET-PRO TECHNOLOGIES, 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 Dean Brothers pumps. MET-PRO

TECHNOLOGIES, LLC is sued as a Product Defendant. Plaintiffs' claims against MET-PRO TECHNOLOGIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

57. Defendant, **NASSAU METALS CORPORATION**, f/k/a AT&T NASSAU METALS CORPORATION was and is a New York corporation with its principal place of business in New Jersey. At all times material hereto, NASSAU METALS CORPORATION owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. NASSAU METALS CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against NASSAU METALS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

the southeastern United States which exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against RUST INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **SI GROUP, INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, SI GROUP, INC. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Albermarle Chemical plant in Orangeburg, South Carolina. SI GROUP, INC. is sued as a Premises Defendant. Plaintiffs' claims against SI GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, d/b/a SANTEE COOPER, was and is a South Carolina company with its principal place of business in South Carolina. At all times material hereto, SOUTH CAROLINA PUBLIC SERVICE AUTHORITY owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Winyah Generating Station in Georgetown, South Carolina. SOUTH CAROLINA PUBLIC SERVICE AUTHORITY is sued as a Premises Defendant. Plaintiffs' claims against SOUTH CAROLINA PUBLIC SERVICE AUTHORITY arise out of this Defendant's business activities in the State of South Carolina.

63. 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 Tommy D. Wannamaker, 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.

64. Defendant, **SPI LLC**, a/k/a SPECIALTY PRODUCTS AND INSULATION LLC, sued individually and as successor-in-interest to PRESNELL INSULATION CO., INC., was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, SPI LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SPI LLC is sued as a Product Defendant. SPI LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against SPI LLC arise out of this Defendant's business activities in the State of South Carolina.

65. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-

containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. STARR DAVIS COMPANY, INC. is sued as a Product Defendant. STARR DAVIS COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Starr Davis Company, Inc., exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, 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.

66. Defendant, **STARR DAVIS COMPANY OF S.C., INC.**, was a South Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY OF S.C., INC. manufactured, processed, imported, converted, compounded, supplied, 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 Tommy D. Wannamaker, 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.

67. Defendant, **TOPBUILD CORP.**, individually and as successor-in-interest to UNITED SUBCONTRACTORS, INC., as successor-in-interest to STANDARD INSULATING COMPANY, INC., was and is a Delaware corporation with its principal place of business in Florida.

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

68. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, individually, and as the alter ego to COVIL CORPORATION ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

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, 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 turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiffs' claims

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

70. 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.

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

72. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware corporation 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.

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

74. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Erie City boilers and 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.

75. Plaintiff Tommy D. Wannamaker 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 ADVANSIX INC.; AT&T CORP.; AT&T INC.; E. I. DU PONT DE NEMOURS AND COMPANY; ETHYL CORPORATION; HONEYWELL INTERNATIONAL

INC.; INTERNATIONAL PAPER COMPANY; NASSAU METALS CORPORATION; SI GROUP, INC.; and SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (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**

76. Plaintiff Tommy D. Wannamaker brings this action for monetary damages as a result of contracting an asbestos-related disease.

77. Plaintiff Tommy D. Wannamaker was diagnosed with mesothelioma on or about September 18, 2019.

78. Plaintiff Tommy D. Wannamaker’s mesothelioma was caused by his exposure to asbestos during the course of his employment.

79. During his work history, Plaintiff was exposed to Defendants’ asbestos-containing products through his work as a plumber, pipefitter, and insulator from approximately 1965 to 1991 at various industrial jobsites located primarily in South Carolina, Virginia, and Georgia. Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, welding, pipefitting, and pipe fabrication. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

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

81. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a plumber for W.O. Blackstone & Co., Inc. from approximately 1965 to 1974 in Columbia, South Carolina.

82. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Joe Hanson & Co. from approximately 1974 to 1975 at the Allied Chemical nylon polymer production facility in Hopewell, Virginia.

83. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Daniel Construction Company from approximately 1975 to 1976 in Columbia, South Carolina.

84. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Arthur G. McKee Co. in 1976 in Augusta, Georgia.

85. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an insulator for ANSCO Insulators in 1976 in Augusta, Georgia.

86. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Metric Construction Company in 1977 in Gaston, South Carolina.

87. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for C. F. Braun in 1977 in Augusta, Georgia.

88. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for B. F. Shaw Construction from approximately 1977 to 1979 at various sites throughout South Carolina.

89. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for ITT Grinnell Co. from approximately 1979 to 1980 in Georgetown, South Carolina.

90. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for Yeargin Construction Company from approximately 1980 to 1982. During these periods, Plaintiff worked at various industrial locations, including but not limited to the AT&T Nassau Metals recycling facility in Gaston, South Carolina.

91. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder and pipefitter for Harrison Construction Company in 1982 at the Carolina Eastman facility in Columbia, South Carolina.

92. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for B. F. Shaw Construction Company from 1983 to 1987 at the Savannah River Site facility in Augusta, Georgia.

93. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for M. K. Ferguson Company from 1987 to 1991 at the Savannah River Site facility in Augusta, Georgia.

94. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for Applied Engineering Company in 1991. During these periods, Plaintiff worked at various industrial sites in Orangeburg, South Carolina.

95. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for Fluor Daniel in 1991 at the E. I. DuPont Cooper River facility in Moncks Corner, South Carolina.

96. Plaintiff was exposed to Defendants' asbestos-containing products through his work at the International Paper sheet converting facility in Sumter, South Carolina in the 1990s.

97. Plaintiff was exposed to Defendants' asbestos-containing products through his work for The Industrial Company in approximately the 2000s at the Winyah Generating Station in Georgetown, South Carolina.

98. During the course of Plaintiff Tommy D. Wannamaker's employment at the location(s) mentioned above, during other occupational work projects, and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

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

100. Plaintiff Tommy D. Wannamaker'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 Tommy D. Wannamaker's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

101. Plaintiff Tommy D. Wannamaker was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

102. 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.

103. As a direct and proximate result of the conduct as alleged within, Plaintiff Tommy D. Wannamaker 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.

104. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker's medical treatment is ascertained.

105. 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**

106. 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 mesothelioma<sup>1</sup>, understanding it had sold asbestos all over South Carolina and the immense implications for the health of workers of South Carolina, quietly dissolved its corporate existence leaving behind only insurance coverage. Between 1993 and 2018, Covil's insurance carriers and their lawyers, without a representative of the insured or client, appeared for Covil, answered Covil's lawsuits, decided how to defend the suits, what representations to make to court and counsel, answered discovery for Covil (making factual representations), determined how and when to make settlement offers, if any were made at all, and how, if at all, to respond to demands. In essence, Covil's insurers and their lawyers were Covil, put the coffee on in the morning and turned the lights off when they left and made every decision for Covil in between.

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

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

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

110. 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").

---

<sup>1</sup> [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).

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

112. From at least in or about 1991, until the appointment of the Receiver, on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by Defendants Zurich, and USF&G (collectively “the Primary Insurers”). Moreover, on and after 1991, the Primary Insurers conducted all of Covil’s affairs, including after Covil was dissolved, extending until appointment of the Receiver.<sup>2</sup>

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

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

115. 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.

116. Since as early as approximately 1991, the Primary Insurers acted in concert for the common purpose of ensuring that there was no independent person or entity acting by or on behalf of Covil. The Alter-Egos and, prior to 2018, the Primary Insurers, determined that the only Covil that could exist would be a Covil that was for all purposes the Primary Insurers’ alter ego, and/or controlled entity.

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

---

<sup>2</sup> 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.

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

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

120. 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.

121. 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.

122. 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.

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

124. 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.

125. By way of example only, some communications between the Alter-Egos demonstrate how the Alter-Egos ran Covil. To be perfectly clear, these are the entities that made the decisions for Covil without regard to the position of Covil. We know this because there was

not a single person employed by Covil, or appointed by a court to make those decisions. The Defendants here made all of the decisions for Covil without possibly having any idea of what Covil wanted or making any sort of informed decision at all. Some of the pertinent communications in just the recent years include:

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

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.

126. Defendants acted in concert when deciding what actions to take or not take and without any input from an independent Covil. These actions were in breach of their duties to Covil.

**Primary Insurers are Fully Responsible for Conduct Prior to November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

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

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

129. 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.
130. Covil has become the alter ego of the Primary Insurers:
- a. The Primary Insurers have shown a total domination and control over Covil;
  - b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of the Insurers;
  - c. The insurers misused their domination of Covil and were not entitled to dominate Covil; and
  - d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.
131. The Primary Insurers were the principals and Covil the agent or agency:
- a. Primary Insurers manifested complete control over Covil and purported to act on Covil's behalf;
  - b. The course of dealing between the principal and the agent clearly show no independent Covil; and
  - c. Primary Insurers became active participants in Covil rather than simply insurers.
132. Primary Insurers' acts and omissions satisfy the elements of Alter-Ego under South Carolina law and the requested finding by the Court is that the Primary Insurers are the Alter-Ego of Covil and thus, responsible for the debts, present and future, of Covil.

**Primary Insurers are Fully Responsible for Conduct  
After November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

133. 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.

134. 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.

135. 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.

136. As of October 1, 2019 Enstar (US) Inc. announced that it had succeeded to Zurich in at least certain interests relating to asbestos liabilities of Covil Corporation and by virtue of that succession joined Zurich and USF&G as an alter-ego of Covil Corporation.

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

**Breach of Fiduciary Duty by the Alter Egos**

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

139. At all relevant times as set forth above and incorporated in this count as if fully set forth herein, the United States Fidelity and Guaranty Company, Zurich American Insurance Company and Enstar (US), Inc. (the "Insurers" or the "Alter Egos") are and were the alter-egos, jointly and/or severally of Covil Corporation.

140. As the equitable owners and alter-egos of Covil Corporation, the Insurers were obligated under the law of South Carolina to act as fiduciaries of the creditors of Covil Corporation. Instead, the Alter Egos operated Covil for their own benefit and breached their fiduciary duties to Covil Corporation and each of its creditors beginning at least by 1993.

141. As a result of these breaches, Covil has been irrevocably damaged and without a finding of liability against the Alter Egos cannot be made whole.

142. As a direct and proximate result of the Alter Egos acts and omissions, plaintiff is entitled to recover attorneys' fees and costs of this action from the Alter Egos. Plaintiff is also entitled to punitive damages stemming from the Alter Egos' breach of their fiduciary duties to Covil Corporation.

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

**Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:**

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

144. 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.

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

146. 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 Tommy D. Wannamaker’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Tommy D. Wannamaker’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 Tommy D. Wannamaker. 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.

147. 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 Tommy D. Wannamaker, would use or be in proximity to and exposed to said asbestos fibers.

148. 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 Tommy D. Wannamaker, 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.

149. Plaintiff Tommy D. Wannamaker, 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.

150. Plaintiff Tommy D. Wannamaker suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Tommy D. Wannamaker was not

aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

151. Defendants' and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Plaintiff Tommy D. Wannamaker's injuries, and all damages thereby sustained by Plaintiff Tommy D. Wannamaker. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

152. 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker and others similarly situated.

153. 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.”

154. 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.

155. 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 Tommy D. Wannamaker.

156. Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker 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.

157. 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.

158. 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. § 15-73-10, et seq.)**

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

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

160. Plaintiff Tommy D. Wannamaker suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use

with asbestos products. Plaintiff Tommy D. Wannamaker was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

161. The Products Defendants' and/or their alter egos conduct and defective products as described above were a direct cause of Plaintiff Tommy D. Wannamaker's injuries, and the injuries and damages thereby sustained by Plaintiffs.

162. 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker and others similarly situated.

163. 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.

164. Plaintiff Tommy D. Wannamaker, 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 Tommy D. Wannamaker'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.

165. 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.

166. 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 Tommy D. Wannamaker's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Tommy D. Wannamaker'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.

167. 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 Tommy D. Wannamaker herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

168. Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Tommy D. Wannamaker and others similarly situated were exposed.

169. Defendants’ defective products as described above were a direct cause of Plaintiff Tommy D. Wannamaker’s injuries, and the damages thereby sustained.

170. 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 Tommy D. Wannamaker 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."

171. 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.

172. 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 Tommy D. Wannamaker 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.

173. 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.

174. 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.

175. 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:**

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

177. 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.

178. 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 Tommy D. Wannamaker was exposed.

179. Employees handling and disturbing asbestos-containing products in Plaintiff Tommy D. Wannamaker’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.

180. Employees handling and disturbing asbestos-containing products in Plaintiff Tommy D. Wannamaker’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.

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

182. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Tommy D. Wannamaker, 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 Tommy D. Wannamaker.

183. 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.

184. 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 Tommy D. Wannamaker.

185. 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 Tommy D. Wannamaker of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

186. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Tommy D. Wannamaker.

187. Defendants' employees owed Plaintiff Tommy D. Wannamaker 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.

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

189. At all times mentioned, Plaintiff Tommy D. Wannamaker 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.

190. As a direct result of the Defendants' employees conduct, Plaintiff Tommy D. Wannamaker'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 Tommy D. Wannamaker and the damages and injuries as complained of herein by Plaintiffs.

191. The risks herein alleged and the resultant damages suffered by the Plaintiff Tommy D. Wannamaker 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.

192. 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 Tommy D. Wannamaker.

**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:**

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

194. 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 Tommy D. Wannamaker worked and/or spent time.

195. 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.

196. 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker would be exposed to dangerous asbestos dust beyond the present.

197. 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.

198. At all times herein mentioned, Premises Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Tommy D. Wannamaker, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

199. 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 Tommy D. Wannamaker, 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.

200. 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 Tommy D. Wannamaker were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

201. At all times herein mentioned, Plaintiff Tommy D. Wannamaker was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

202. 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.

203. 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 Tommy D. Wannamaker, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

204. 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.

205. 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.

206. Premises Defendants failed to warn its employees and bystanders thereto, including Plaintiff Tommy D. Wannamaker, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

207. 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 Tommy D. Wannamaker became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Tommy D. Wannamaker 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:**

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

209. 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.

210. 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 Tommy D. Wannamaker carried out his duties and was inhaled by Plaintiff Tommy D. Wannamaker.

211. 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 Tommy D. Wannamaker 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:**

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

213. That during, before and after Plaintiff Tommy D. Wannamaker'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 Tommy D. Wannamaker 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 Tommy D. Wannamaker. 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.

214. The foregoing representations were material conditions precedent to Plaintiff Tommy D. Wannamaker's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Plaintiff Tommy D. Wannamaker act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Tommy D. Wannamaker was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

215. As a direct and proximate result Plaintiff Tommy D. Wannamaker'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:**

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

217. 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.

218. 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.

219. 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.

220. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the occupational settings from which Plaintiff Tommy D. Wannamaker breathed asbestos dust which resulted in Plaintiff Tommy D. Wannamaker'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.

221. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker's illness.

222. 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.

223. Plaintiff Tommy D. Wannamaker 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.

224. 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 Tommy D. Wannamaker from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

225. 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.

226. 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 Tommy D. Wannamaker's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Tommy D. Wannamaker of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Plaintiff Tommy D. Wannamaker the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.

227. During the relevant time period the Plaintiff Tommy D. Wannamaker 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.

228. 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 Tommy D. Wannamaker, 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 Tommy D. Wannamaker or his wife in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

- (a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.
- (b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.
- (c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.

- (d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.
- (e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos exposure to the public, in general, and to the class of persons exposed to asbestos, including the Plaintiff.
- (f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.
- (g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.
- (h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.
- (i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, 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.

229. Plaintiff Tommy D. Wannamaker 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.

230. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Tommy D. Wannamaker 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 Dale J. Wannamaker Complains of Defendants, and Alleges as Follows:**

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

232. Plaintiffs Tommy D. Wannamaker and Dale J. Wannamaker were married March 21, 1969 and at all times relevant to their action were husband and wife.

233. Prior to his injuries as alleged, Plaintiff Tommy D. Wannamaker was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Tommy D. Wannamaker 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 Dale J. Wannamaker 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.

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

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

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

235. 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 mesothelioma<sup>3</sup>, 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.

236. 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.

---

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

**PRAYER FOR RELIEF**

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

1. For Plaintiffs’ actual damages according to proof, including pain and suffering, mental distress, as well as medical, surgical and hospital bills;
2. For loss of income or earnings according to proof;
3. For loss of care, comfort and society;
4. For punitive damages according to proof;
5. For Plaintiffs’ cost of suit herein;
6. For damages for breach of implied warranty according to proof;
7. For damages for fraudulent misrepresentation according to proof;
8. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company);
9. That United States Fidelity And Guaranty Company, Zurich American Insurance Company and Enstar (US) Inc. are found to be the alter egos of Covil and, co-extensively liable with Covil as found by the jury in this case; and
10. For such other and further relief as the Court may deem just and proper, including costs and prejudgment interest as provided by South Carolina law.

**A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.**

Respectfully submitted,

*s/Theile B. McVey*

Theile B. McVey (SC Bar No. 16682)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Jamie D. Rutkoski (SC Bar No. 103270)

[jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com)

John D. Kassel (SC Bar No. 03286)

**KASSEL MCVEY ATTORNEYS AT LAW**

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

T: 803-256-4242

F: 803-256-1952

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**ATTORNEYS FOR PLAINTIFFS**

March 3, 2021

Columbia, South Carolina.

### Additional Order Information

#### Pathology

Ordering Provider	Order Date/Time	Result Status	MD/Interpreter	Case Number
Currier, Heather	8/15/19 5:35 PM	Final [3]	Moffatt, Elizabeth	L19-10230
McGinnis, MD			Jayne, MD	

\*Additional Information\*

#### Single Lab Result Report

Inpatient Surgical Pathology (Order #133113814) on 8/15/19

#### All Encounter Lab Results Report

Inpatient Surgical Pathology (Order #133113814) on 8/15/19

### Results

Inpatient Surgical Pathology [LAB2143] (Order# 133113814)

#### Inpatient Surgical Pathology: L19-10230

Order: 133113814

Collected: 8/15/2019 17:35 Status: Final result Visible to patient: No (Not Released)

Component

#### Case Report

Surgical Pathology Report Case: L19-10230

Authorizing Provider: Currier, Heather McGinnis, Collected: 08/15/2019 1735

MD

Ordering Location: LMC Periop Services Received: 08/15/2019 1742

Pathologist: Moffatt, Elizabeth Jayne,

MD

Specimens: A) - Lung, Right, RIGHT PLEURAL NODULE, RULE OUT CANCER

B) - Lung, Right, Right Pleural Nodule

#### Diagnostic Opinion

A) SOFT TISSUE (RIGHT PLEURAL NODULE), BIOPSY FOR FROZEN SECTION  
- MALIGNANT EPITHELIOID NEOPLASM, MOST CONSISTENT WITH DIFFUSE MALIGNANT MESOTHELIOMA OF EPITHELIOID TYPE  
- PLEASE SEE FINAL COMMENT

B) SOFT TISSUE (RIGHT PLEURAL NODULE), EXCISION

- MALIGNANT EPITHELIOID NEOPLASM, MOST CONSISTENT WITH DIFFUSE MALIGNANT MESOTHELIOMA OF EPITHELIOID TYPE  
- PLEASE SEE FINAL COMMENT

EJM:db 09/17/19 (CLAG)

Electronically signed by Moffatt, Elizabeth Jayne, MD on 9/18/2019 at 1645

Comment

**INITIAL COMMENT:** The case was submitted for expert consultation to Mayo Clinic. Final interpretation is pending their review. This was discussed with Dr. Currier by phone call. EJM:shm 09/17/19

**FINAL COMMENT:** The case was submitted for expert review to Mayo Clinic and the report has been received from Brandon T. Larsen, M.D., Ph.D., at Mayo Clinic, Scottsdale, Arizona (their report number CA-19-5387). The diagnosis rendered at Mayo Clinic is in complete agreement with the initial diagnosis by the undersigned and includes the additional comments from Dr. Larsen, summarized in this report: "The sections show a markedly atypical proliferation of cytologically monotonous epithelioid cells, forming irregular tubulopapillary and glandular structures with a somewhat adenomatoid appearance, with expansile tumefactive growth and infiltration into chest wall fat, consistent with a malignant process. The findings are most in keeping with diffuse malignant mesothelioma of epithelioid type, although it is generally recommended that at least two "carcinoma" markers [CEA, CD15, Ber-EP4] be performed to more fully exclude carcinoma as part of a workup for a mesothelioma."

**NOTE (ejm):** The stain for Ber-EP4 was performed previously in our laboratory and was negative in the tumor. As recommended by Dr. Larsen, the 2 additional immunohistochemical stains for CEA and CD15 were performed and are negative in the tumor, further supporting the diagnosis of mesothelioma.

A copy of the report from Mayo Clinic is available upon request. EJM:db 09/17/19:09/18/19

Intraoperative

Consultation

A) FROZEN SECTION DIAGNOSIS  
- MALIGNANT, AS DISCUSSED (EJM)

Findings were called to Dr. Currier by Dr. Moffatt at 5:55 PM on 08/15/19 via telephone. DN:sm 08/15/19

Preliminary

Diagnosis

A) SOFT TISSUE (RIGHT PLEURAL NODULE), BIOPSY FOR FROZEN SECTION  
- MALIGNANT NEOPLASM, CONSISTENT WITH MALIGNANT MESOTHELIOMA  
- PLEASE SEE INITIAL COMMENT

B) SOFT TISSUE (RIGHT PLEURAL NODULE), EXCISION  
- MALIGNANT NEOPLASM, CONSISTENT WITH MALIGNANT MESOTHELIOMA  
- PLEASE SEE INITIAL COMMENT

EJM:sk/pw/shm 08/17/19:08/21/19:9/17/19

Clinical Information

Nonsmoker with multifocal hypermetabolic pleural nodules, right chest, and progression of sizable pleural effusion (EJM)

Microscopic

Description

A-B) Permanent sections of both specimens confirm the original frozen section diagnosis (specimen A) and demonstrate a highly cellular malignant neoplasm of infiltrating tubules, nests, and single cells. The tumor infiltrates through desmoplastic stroma into fat. There is some underlying skeletal muscle which does not appear to be infiltrated by the tumor in these sections. The tumor cells have round, pleomorphic nuclei, prominent nucleoli, and moderate amounts of amphophilic cytoplasm. Many of the cells have intranuclear inclusions. There are scattered mitotic figures, averaging 3-4 mitoses per 10

hpfs. There is no evidence of squamous differentiation. The tumor is evaluated with additional stains (see below).

**Ancillary Studies**

Positive control slides reacted appropriately. Stains performed on formalin fixed paraffin embedded tissue. Prognostic immunoperoxidase stains (such as ER, PR, HER-2, etc.) performed on decalcified tissue or on non standard formalin fixed tissue should be interpreted with caution as false negatives may be increased. This test was developed and its performance characteristics determined by Lexington Medical Center, Department of Pathology. It has not been cleared or approved by the US Food and Drug Administration. The FDA does not require this test to go through premarket FDA review. This test is used for clinical purposes. It should not be regarded as investigational or for research. This laboratory is certified under the Clinical Laboratory Improvement Amendments (CLIA) as qualified to perform high complexity clinical laboratory testing.

**A) Immunoperoxidase stains (A4) -**

- CK8/18: Positive
- CK7: Positive
- CK20: Negative
- Vimentin: Positive
- Calretinin: Positive
- WT1: Positive
- MOC31: Negative
- BerEp4: Negative
- Ki-67: Estimated 30-40%

Additional stains were performed on block A4, at the recommendation of Dr. Larsen at Mayo Clinic and further support the diagnosis of mesothelioma:

- CEA: Negative
- CD15: Negative; highlights background inflammatory cells

EJM:pw/db 08/21/19:09/17/19:09/18/19

**Gross Description**

A) Received fresh for frozen labeled "right pleural nodule" is a 1.7 x 1.5 x 1.0 cm indurated tan portion of soft tissue. Bisected to reveal a tan-white homogeneous cut surface. A portion is placed in block AFS4. The remainder in block #1 for permanents. A portion of the nodule is placed in RPMI fixative for additional ancillary studies to be performed if warranted. DN:sm 08/15/19

B) Specimen "right pleural nodule" consists of an unoriented 2.1 x 1.7 x 0.7 cm fragment of firm, white-tan nodular tissue. One surface is pink-tan and smooth while the opposite surface is tan-brown, roughened, and cauterized. The resected surface is inked green. The specimen is serially sectioned and entirely and sequentially submitted. Totally submitted in two blocks. AD:sm 08/16/19

Resulting Agency LMC

Specimen Collected: 08/15/19 17:35

Last Resulted: 09/18/19 16:45

- Order Details
- View Encounter
- Lab and Collection Details
- Routing
- Result History

**Scans on Order 133113814**

Lab Result Document - Document on 9/18/2019 1646 by Moffatt, Elizabeth Jayne, MD

**Additional Information**

Specimen ID  
L19-10230

Bill Type

Client ID

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

IN THE COURT OF COMMON PLEAS  
  
FOR THE FIRST JUDICIAL CIRCUIT

TOMMY D. WANNAMAKER and )  
DALE J. WANNAMAKER, )

C/A NO. 2021-CP-38-00240

Plaintiffs, )

v. )

In Re:  
Asbestos Personal Injury Litigation  
Coordinated Docket

3M COMPANY )

4520 CORP., INC. )

ABTEC, INCORPORATED OF SOUTH )  
CAROLINA )

SECOND AMENDED SUMMONS

ADVANSIX INC. )

AECOM ENERGY & CONSTRUCTION, INC. )

ANHEUSER-BUSCH COMPANIES, LLC )

ARMSTRONG INTERNATIONAL, INC. )

AT&T CORP. )

BAHNSON, INC. )

BLACKMER PUMP COMPANY )

BONITZ, INC. )

BW/IP INC. )

CLEAVER-BROOKS, INC. )

COVIL CORPORATION )

CRANE CO. )

CRANE INSTRUMENTATION & )  
SAMPLING, INC. )

DANIEL INTERNATIONAL CORPORATION )



EASTMAN CHEMICAL COMPANY )  
)  
EASTMAN KODAK COMPANY )  
)  
E. I. DU PONT DE NEMOURS AND )  
COMPANY )  
)  
ETHYL CORPORATION )  
)  
FLOWSERVE CORPORATION )  
)  
FLOWSERVE US INC. )  
)  
FLUOR CONSTRUCTORS )  
INTERNATIONAL )  
)  
FLUOR CONSTRUCTORS )  
INTERNATIONAL, INC. )  
)  
FLUOR DANIEL SERVICES CORPORATION )  
)  
FLUOR ENTERPRISES, INC. )  
)  
FMC CORPORATION )  
)  
THE GORMAN-RUPP COMPANY )  
)  
GOULDS PUMPS, INCORPORATED )  
)  
GREAT BARRIER INSULATION CO. )  
)  
GRINNELL LLC )  
)  
HONEYWELL INTERNATIONAL INC. )  
)  
IMO INDUSTRIES INC. )  
)  
INTERNATIONAL PAPER COMPANY )  
)  
ITT LLC )  
)  
J. & L. INSULATION, INC. )  
)  
MET-PRO TECHNOLOGIES, LLC )  
)  
METROPOLITAN LIFE INSURANCE )  
COMPANY )

NASSAU METALS CORPORATION )  
)  
)  
NOKIA OF AMERICA CORPORATION )  
)  
)  
RILEY POWER INC. )  
)  
)  
RUST ENGINEERING & CONSTRUCTION )  
INC. )  
)  
)  
RUST INTERNATIONAL INC. )  
)  
)  
SI GROUP, INC. )  
)  
)  
SOUTH CAROLINA PUBLIC SERVICE )  
AUTHORITY )  
)  
)  
SOUTHERN INSULATION, INC. )  
)  
)  
SPI LLC )  
)  
)  
STARR DAVIS COMPANY, INC. )  
)  
)  
STARR DAVIS COMPANY OF S.C., INC. )  
)  
)  
TOPBUILD CORP. )  
)  
)  
UNITED STATES FIDELITY AND )  
GUARANTY COMPANY )  
)  
)  
VIACOMCBS INC. )  
)  
)  
WEIR VALVES & CONTROLS USA, INC. )  
)  
)  
THE WILLIAM POWELL COMPANY )  
)  
)  
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 No. 16682)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

John D. Kassel (SC Bar No. 3286)

[jkassel@kassellaw.com](mailto:jkassel@kassellaw.com)

Jamie D. Rutkoski (SC Bar No. 103270)

[jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com)

**KASSEL MCVEY ATTORNEYS AT LAW**

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

T: 803-256-4242

F: 803-256-1952

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**ATTORNEYS FOR PLAINTIFFS**

April 23, 2021

Columbia, South Carolina.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG )

IN THE COURT OF COMMON PLEAS  
  
FOR THE FIRST JUDICIAL CIRCUIT

TOMMY D. WANNAMAKER and )  
DALE J. WANNAMAKER, )

C/A NO. 2021-CP-38-00240

Plaintiffs, )

v. )

In Re:  
Asbestos Personal Injury Litigation  
Coordinated Docket  
  
Living Mesothelioma

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

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

**SECOND AMENDED COMPLAINT**

ABTEC, INCORPORATED OF SOUTH )  
CAROLINA )

(Jury Trial Demanded)

ADVANSIX INC. )  
individually, and as successor-in-interest to )  
HONEYWELL INTERNATIONAL INC. )  
successor-in-interest to ALLIED CHEMICAL )  
CORPORATION )

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

ANHEUSER-BUSCH COMPANIES, LLC )

ARMSTRONG INTERNATIONAL, INC. )

AT&T CORP. )  
individually and as successor-in-interest to )  
BELL TELEPHONE LABORATORIES )

BAHNSON, INC. )

BLACKMER PUMP COMPANY )

BONITZ, INC. )

individually, and as successor-in-interest to )  
BONITZ INSULATION CO. OF SOUTH )  
CAROLINA )  
)  
**BW/IP INC.** )  
and its wholly-owned subsidiaries )  
)  
**CLEAVER-BROOKS, INC.** )  
f/k/a AQUA-CHEM, INC. )  
d/b/a CLEAVER-BROOKS DIVISION )  
)  
**COVIL CORPORATION** )  
)  
**CRANE CO.** )  
)  
**CRANE INSTRUMENTATION &** )  
**SAMPLING, INC.** )  
f/k/a CIRCOR INSTRUMENTATION )  
TECHNOLOGIES, INC. f/k/a HOKE INC. )  
)  
**DANIEL INTERNATIONAL** )  
**CORPORATION** )  
)  
**EASTMAN CHEMICAL COMPANY** )  
individually and as successor-in-interest to )  
EASTMAN KODAK COMPANY )  
)  
**EASTMAN KODAK COMPANY** )  
)  
**E. I. DU PONT DE NEMOURS AND** )  
**COMPANY** )  
)  
**ETHYL CORPORATION** )  
)  
**FLOWSERVE CORPORATION** )  
f/k/a THE DURIRON COMPANY INC. )  
)  
**FLOWSERVE US INC.** )  
individually, and as successor-in-interest to )  
ROCKWELL MANUFACTURING )  
COMPANY )  
)  
**FLUOR CONSTRUCTORS** )  
**INTERNATIONAL,** )  
f/k/a FLUOR CORPORATION )  
)  
)

**FLUOR CONSTRUCTORS** )  
**INTERNATIONAL, INC.** )  
)  
**FLUOR DANIEL SERVICES** )  
**CORPORATION** )  
)  
**FLUOR ENTERPRISES, INC.** )  
)  
**FMC CORPORATION** )  
)  
**THE GORMAN-RUPP COMPANY** )  
)  
**GOULDS PUMPS, INCORPORATED** )  
)  
**GREAT BARRIER INSULATION CO.** )  
)  
**GRINNELL LLC** )  
d/b/a GRINNELL CORPORATION )  
)  
**HONEYWELL INTERNATIONAL INC.** )  
individually, and as successor-in-interest to )  
ALLIED SIGNAL, INC., as successor to )  
BENDIX CORPORATION )  
)  
**IMO INDUSTRIES INC.** )  
)  
**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, and ITT )  
MARLOW )  
)  
**J. & L. INSULATION, INC.** )  
)  
**MET-PRO TECHNOLOGIES, LLC** )  
on behalf of its Dean Pump Divisions )  
)  
**METROPOLITAN LIFE INSURANCE** )  
**COMPANY** )  
a wholly-owned subsidiary of METLIFE INC. )  
)  
**NASSAU METALS CORPORATION** )  
f/k/a AT&T NASSAU METALS )  
CORPORATION )

**NOKIA OF AMERICA CORPORATION**  
f/k/a ALCATEL-LUCENT USA INC. and  
LUCENT TECHNOLOGIES, INC., as  
successor-in-interest to WESTERN ELECTRIC  
CO., INC., and as successor-in-interest to BELL  
TELEPHONE LABORATORIES

**RILEY POWER INC.**  
f/k/a BABCOCK BORSIG POWER INC., f/k/a  
DB RILEY, INC., f/k/a RILEY STOKER  
CORPORATION

**RUST ENGINEERING & CONSTRUCTION  
INC.**  
individually, and as successor-in-interest to  
SIRRINE ENVIRONMENTAL  
CONSULTANTS, INC.

**RUST INTERNATIONAL INC.**  
individually and as successor-in-interest to  
SIRRINE ENVIRONMENTAL  
CONSULTANTS, INC.

**SI GROUP, INC.**

**SOUTH CAROLINA PUBLIC SERVICE  
AUTHORITY**  
d/b/a SANTEE COOPER

**SOUTHERN INSULATION, INC.**

**SPI LLC**  
a/k/a SPECIALTY PRODUCTS AND  
INSULATION LLC, sued individually and as  
successor-in-interest to PRESNELL  
INSULATION CO., INC.

**STARR DAVIS COMPANY, INC.**

**STARR DAVIS COMPANY OF S.C., INC.**

**TOPBUILD CORP.**  
individually, and as successor-in-interest to  
UNITED SUBCONTRACTORS, INC.  
as successor-in-interest to STANDARD  
INSULATING 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 )  
 )  
**WEIR VALVES & CONTROLS USA, INC.** )  
 individually and as successor-in-interest to )  
 ATWOOD & MORRILL CO., INC. )  
 )  
**THE WILLIAM POWELL COMPANY** )  
 )  
**YUBA HEAT TRANSFER, LLC** )  
 )  
**ZURN INDUSTRIES, LLC** )  
 individually and as successor-in-interest to )  
 ZURN INDUSTRIES, INC. )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

**PLAINTIFFS' SECOND AMENDED COMPLAINT**

Plaintiffs, TOMMY D. WANNAMAKER and DALE J. WANNAMAKER (hereinafter "Plaintiffs"), sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and come before this court and allege as follows:

**GENERAL ALLEGATIONS**

1. Plaintiff Tommy D. Wannamaker 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 materials.

4. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker, as a maintenance repairman and pipefitter, on to Defendant’s premises to perform welding work for Defendant’s benefit. Plaintiff was an invitee who had express permission to enter Defendant’s premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.

- (d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Plaintiff Tommy D. Wannamaker'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 Virginia, and the purchase and use of asbestos-containing products on their premises located in South Carolina and Virginia, and/or contracting with the employer of Plaintiff Tommy D. Wannamaker in South Carolina and Virginia 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker'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 Tommy D. Wannamaker'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 Tommy D. Wannamaker 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.”

<b>DEFENDANT</b>	<b>ALTERNATE ENTITY</b>
3M COMPANY	f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
ADVANSIX INC.	as successor-in-interest to HONEYWELL INTERNATIONAL INC. successor-in-interest to ALLIED CHEMICAL CORPORATION

DEFENDANT	ALTERNATE ENTITY
AECOM ENERGY & CONSTRUCTION, INC.	as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
AT&T CORP.	as successor-in-interest to BELL TELEPHONE LABORATORIES
BONITZ, INC.	as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA
BW/IP INC.	and its wholly-owned subsidiaries
CLEAVER-BROOKS, INC.	f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION
CRANE INSTRUMENTATION & SAMPLING, INC.	f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.
EASTMAN CHEMICAL COMPANY	individually and as successor-in-interest to EASTMAN KODAK COMPANY
FLOWERVE CORPORATION	f/k/a THE DURIRON COMPANY INC.
FLOWERVE US INC.	as successor-in-interest to ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
GRINNELL LLC	d/b/a GRINNELL CORPORATION
HONEYWELL INTERNATIONAL INC.	as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION
ITT LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES, INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW
MET-PRO TECHNOLOGIES, LLC	on behalf of its Dean Pump Divisions

DEFENDANT	ALTERNATE ENTITY
METROPOLITAN LIFE INSURANCE COMPANY	a wholly-owned subsidiary of METLIFE INC.
NASSAU METALS CORPORATION	f/k/a AT&T NASSAU METALS CORPORATION
NOKIA OF AMERICA CORPORATION	f/k/a ALCATEL-LUCENT USA INC. and LUCENT TECHNOLOGIES, INC., as successor-in-interest to WESTERN ELECTRIC CO., INC., and as successor-in-interest to BELL TELEPHONE LABORATORIES
RILEY POWER INC.	f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY	d/b/a SANTEE COOPER
SPI LLC	a/k/a SPECIALTY PRODUCTS AND INSULATION LLC as successor-in-interest to PRESNELL INSULATION CO., INC.
TOPBUILD CORP.	as successor-in-interest to UNITED SUBCONTRACTORS, INC. as successor-in-interest to STANDARD INSULATING COMPANY, INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	as the alter ego to COVIL CORPORATION

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
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURN INDUSTRIES, LLC	individually and 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker's medical treatment is ascertained.

16. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Tommy D. Wannamaker 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 Navy 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 Tommy D. Wannamaker's United States Navy service. Moreover, Plaintiffs are further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of Plaintiff Tommy D. Wannamaker's presence on or at any federal enclave. Plaintiffs further disclaim each and every claim or cause of action arising under the United States Constitution and under any Federal Law or Regulation. Finally, Plaintiffs disclaim each and every claim or cause of action which may be asserted under federal admiralty or maritime law. Courts across the Country have found that such

disclaimers are proper and within the province of the Plaintiffs to disclaim. Any removal by any defendant on the basis of the disclaimed claims will result in a motion for sanctions and seeking attorneys' fees.

### **THE PARTIES**

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

20. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to **BENJAMIN F. SHAW COMPANY**, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. 4520 CORP., INC. is sued as a Product Defendant. 4520 CORP., INC. is also sued for the work it did at the

various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, 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.

21. Defendant, **ABTEC, INCORPORATED OF SOUTH CAROLINA**, was and is an South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, ABTEC, INCORPORATED OF SOUTH CAROLINA mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, performing abatement of asbestos at numerous jobsites throughout the southeastern United States. ABTEC, INCORPORATED OF SOUTH CAROLINA is sued as a Product Defendant. ABTEC, INCORPORATED OF SOUTH CAROLINA 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 Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against ABTEC, INCORPORATED OF SOUTH CAROLINA arise out of this Defendant's business activities in the State of South Carolina.

22. Defendant, **ADVANSIX INC.**, individually and as successor-in-interest to HONEYWELL INTERNATIONAL INC. successor-in-interest to ALLIED CHEMICAL CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, ADVANSIX INC. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the nylon polymer production facility in Hopewell, Virginia. ADVANSIX INC. is sued as a Premises

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

23. 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. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against AECOM ENERGY & CONSTRUCTION, INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **ANHEUSER-BUSCH COMPANIES, LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, ANHEUSER-BUSCH COMPANIES, LLC owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Anheuser-Busch facility in Albany, Georgia. ANHEUSER-BUSCH COMPANIES, LLC is sued as a Premises Defendant. Plaintiffs' claims against ANHEUSER-BUSCH COMPANIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

25. 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.

26. Defendant, **AT&T CORP.**, individually and as successor-in-interest to BELL TELEPHONE LABORATORIES, was and is a New York corporation with its principal place of business in New Jersey. At all times material hereto, AT&T CORP. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. AT&T CORP. is sued as a Premises Defendant. Plaintiffs' claims against AT&T CORP. arise out of this Defendant's business activities in the State of South Carolina.

27. 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 Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against BAHNSON, INC. arise out of this Defendant's business activities in the State of South Carolina.

28. Defendant, **BLACKMER PUMP COMPANY**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, **BLACKMER 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 Blackmer pumps. **BLACKMER PUMP COMPANY** is sued as a Product Defendant. Plaintiffs' claims against **BLACKMER PUMP COMPANY** arise out of this Defendant's business activities in the State of South Carolina.

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

30. Defendant, **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.

31. Defendant, **CLEAVER-BROOKS, INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers and distillers. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Plaintiffs' claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

32. Defendant, **COVIL CORPORATION**, was a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, COVIL CORPORATION manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation 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 Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

33. Defendant, **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. 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.

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

35. 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 Tommy D. Wannamaker 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.

36. Defendant, **EASTMAN CHEMICAL COMPANY**, individually and as successor-in-interest to EASTMAN KODAK COMPANY, was and is a Delaware corporation with its principal place of business in Tennessee. At all times material hereto, EASTMAN CHEMICAL COMPANY owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Carolina Eastman plant in Columbia, South Carolina. EASTMAN CHEMICAL COMPANY is sued as a Premises Defendant. Plaintiffs' claims against EASTMAN CHEMICAL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **EASTMAN KODAK COMPANY**, was and is a New Jersey corporation with its principal place of business in New York. At all times material hereto, EASTMAN KODAK COMPANY owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Carolina Eastman plant in Columbia, South Carolina. EASTMAN KODAK COMPANY is sued as a Premises Defendant.

Plaintiffs' claims against EASTMAN KODAK COMPANY arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **E. I. DU PONT DE NEMOURS AND COMPANY**, was and is a Delaware corporation with its principal place of business in Delaware. At all times material hereto, E. I. DU PONT DE NEMOURS AND COMPANY owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Cooper River plant in Moncks Corner, South Carolina. Plaintiffs hereby specifically disclaim any and all claims against E. I. DU PONT DE NEMOURS AND COMPANY arising from or relating to any alleged asbestos exposure Tommy D. Wannamaker may have experienced from the Savannah River Plant, located in Aiken, South Carolina. E. I. DU PONT DE NEMOURS AND COMPANY is sued as a Premises Defendant. Plaintiffs' claims against E. I. DU PONT DE NEMOURS AND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **ETHYL CORPORATION**, was and is a Virginia corporation with its principal place of business in Virginia. At all times material hereto, ETHYL CORPORATION owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Albermarle Chemical plant in Orangeburg, South Carolina. ETHYL CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against ETHYL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Durco pumps and valves. FLOWSERVE CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, 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 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.

42. 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 Plaintiff Tommy D. Wannamaker, 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.

43. 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 Tommy D. Wannamaker, 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.

44. 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 Tommy D. Wannamaker, 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.

45. 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 Tommy D. Wannamaker, 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.

46. Defendant, **FMC CORPORATION**, 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 Chicago pumps. FMC CORPORATION is sued as a Product Defendant. Plaintiffs' claims against FMC CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

47. Defendant, **THE GORMAN-RUPP COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP COMPANY mined, manufactured, processed, imported, converted, compounded, supplied,

installed, replaced, repaired, used, and/or retained substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gorman-Rupp air ejectors, distilling plants and pumps. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

48. 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 retained 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.

49. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retained substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Plaintiff Tommy D.

Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

50. Defendant, **GRINNELL, LLC** d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times material hereto, GRINNELL, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Grinnell boilers, heaters, and 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.

51. Defendant, **HONEYWELL INTERNATIONAL INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL INC. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the nylon polymer production facility in Hopewell, Virginia. HONEYWELL INTERNATIONAL INC. is sued as a Premises Defendant. Plaintiffs' claims against HONEYWELL INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

52. 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.

53. 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 Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the International Paper sheet converting facility in Sumter, South Carolina. INTERNATIONAL PAPER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against INTERNATIONAL PAPER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

54. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in New York. At all times material hereto, ITT LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps & 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.

55. 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 Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against J. & L. INSULATION, INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **MET-PRO TECHNOLOGIES, LLC**, on behalf of its Dean Pump Divisions, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, MET-PRO TECHNOLOGIES, 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 Dean Brothers pumps. MET-PRO TECHNOLOGIES, LLC is sued as a Product Defendant. Plaintiffs' claims against MET-PRO TECHNOLOGIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

58. Defendant, **NASSAU METALS CORPORATION**, f/k/a AT&T NASSAU METALS CORPORATION was and is a New York corporation with its principal place of business

in New Jersey. At all times material hereto, NASSAU METALS CORPORATION owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. NASSAU METALS CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against NASSAU METALS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

59. Defendant, **NOKIA OF AMERICA CORPORATION**, f/k/a ALCATEL-LUCENT USA INC. and LUCENT TECHNOLOGIES, INC., as successor-in-interest to WESTERN ELECTRIC CO., INC., and as successor-in-interest to BELL TELEPHONE LABORATORIES, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, NOKIA OF AMERICA CORPORATION owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. NOKIA OF AMERICA CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against NOKIA OF AMERICA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

60. Defendant, **RILEY POWER INC.**, f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION, was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, RILEY POWER INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-

containing Riley Stoker boilers. RILEY POWER INC. is sued as a Product Defendant. Plaintiffs' claims against RILEY POWER INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

63. Defendant, **SI GROUP, INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, SI GROUP, INC. owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Albermarle Chemical plant in Orangeburg, South Carolina. SI GROUP, INC. is sued as a Premises Defendant. Plaintiffs' claims against SI GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

64. Defendant, **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, d/b/a SANTEE COOPER, was and is a South Carolina company with its principal place of business in South Carolina. At all times material hereto, SOUTH CAROLINA PUBLIC SERVICE AUTHORITY owned and/or controlled premises at which Plaintiff Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Winyah Generating Station in Georgetown, South Carolina. SOUTH CAROLINA PUBLIC SERVICE AUTHORITY is sued as a Premises Defendant. Plaintiffs' claims against SOUTH CAROLINA PUBLIC SERVICE AUTHORITY arise out of this Defendant's business activities in the State of South Carolina.

65. 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 Tommy D. Wannamaker, 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.

66. Defendant, **SPI LLC**, a/k/a SPECIALTY PRODUCTS AND INSULATION LLC, sued individually and as successor-in-interest to PRESNELL INSULATION CO., INC., was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, SPI LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SPI LLC is sued as a Product Defendant. SPI LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Plaintiff Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiffs' claims against SPI LLC arise out of this Defendant's business activities in the State of South Carolina.

67. 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 Tommy D. Wannamaker, 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.

68. 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 Tommy D. Wannamaker, 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.

69. Defendant, **TOPBUILD CORP.**, individually and as successor-in-interest to UNITED SUBCONTRACTORS, INC., as successor-in-interest to STANDARD INSULATING

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

70. Defendant, **UNITED STATES FIDELITY AND GUARANTY COMPANY**, individually, and as the alter ego to COVIL CORPORATION ("USF&G" or "Covil's Alter Ego") is a Connecticut corporation with its principal place of business in Connecticut. UNITED STATES FIDELITY AND GUARANTY COMPANY is an insurance company subject to the jurisdiction of this Honorable Court by virtue of its direct acts within the state of South Carolina which give rise to the claims herein against it. At all times pertinent herein USF&G was the alter-ego of Defendant Covil Corporation and as such, is directly liable for the tortious conduct of Covil Corporation.

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

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, **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.

74. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware corporation 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.

75. Defendant, **ZURN INDUSTRIES, LLC**, individually and as successor-in-interest to ZURN INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Wisconsin. At all times material hereto, ZURN INDUSTRIES, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Erie City boilers and 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.

76. Plaintiff Tommy D. Wannamaker 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 ADVANSIX INC.; ANHEUSER-BUSCH COMPANIES, LLC; AT&T CORP.; EASTMAN CHEMICAL COMPANY; EASTMAN KODAK COMPANY; E. I. DU PONT DE NEMOURS AND COMPANY; ETHYL CORPORATION; HONEYWELL INTERNATIONAL INC.; INTERNATIONAL PAPER COMPANY; NASSAU METALS CORPORATION; NOKIA OF AMERICA CORPORATION; SI GROUP, INC.; and SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (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**

77. Plaintiff Tommy D. Wannamaker brings this action for monetary damages as a result of contracting an asbestos-related disease.

78. Plaintiff Tommy D. Wannamaker was diagnosed with mesothelioma on or about September 18, 2019.

79. Plaintiff Tommy D. Wannamaker's mesothelioma was caused by his exposure to asbestos during the course of his employment.

80. During his work history, Plaintiff was exposed to Defendants' asbestos-containing products through his work as a plumber, pipefitter, and insulator from approximately 1965 to 1991 at various industrial jobsites located primarily in South Carolina, Virginia, and Georgia. Plaintiff performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, welding, pipefitting, and pipe fabrication. All of these activities exposed Plaintiff to asbestos and asbestos-dust.

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

82. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a plumber for W.O. Blackstone & Co., Inc. from approximately 1965 to 1974 in Columbia, South Carolina.

83. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Joe Hanson & Co. from approximately 1974 to 1975 at the Allied Chemical nylon polymer production facility in Hopewell, Virginia.

84. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Daniel Construction Company from approximately 1975 to 1976 in Columbia, South Carolina.

85. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Arthur G. McKee Co. in 1976 in Augusta, Georgia.

86. Plaintiff was exposed to Defendants' asbestos-containing products through his work as an insulator for ANSCO Insulators in 1976 in Augusta, Georgia.

87. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Metric Construction Company in 1977 in Gaston, South Carolina.

88. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for C. F. Braun in 1977 in Augusta, Georgia.

89. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for B. F. Shaw Construction from approximately 1977 to 1979 at various sites throughout South Carolina.

90. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for ITT Grinnell Co. from approximately 1979 to 1980 in Georgetown, South Carolina.

91. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for Yeargin Construction Company from approximately 1980 to 1982. During these periods, Plaintiff worked at various industrial locations, including but not limited to the AT&T Nassau Metals recycling facility in Gaston, South Carolina.

92. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder and pipefitter for Harrison Construction Company in 1982 at the Carolina Eastman facility in Columbia, South Carolina.

93. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for B. F. Shaw Construction Company from 1983 to 1987 at the Savannah River Site facility in Augusta, Georgia.

94. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for M. K. Ferguson Company from 1987 to 1991 at the Savannah River Site facility in Augusta, Georgia.

95. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for Applied Engineering Company in 1991. During these periods, Plaintiff worked at various industrial sites in Orangeburg, South Carolina.

96. Plaintiff was exposed to Defendants' asbestos-containing products through his work as a welder for Fluor Daniel in 1991 at the E. I. DuPont Cooper River facility in Moncks Corner, South Carolina.

97. Plaintiff was exposed to Defendants' asbestos-containing products through his work at the International Paper sheet converting facility in Sumter, South Carolina in the 1990s.

98. Plaintiff was exposed to Defendants' asbestos-containing products through his work for The Industrial Company in approximately the 2000s at the Winyah Generating Station in Georgetown, South Carolina.

99. During the course of Plaintiff Tommy D. Wannamaker's employment at the location(s) mentioned above, during other occupational work projects, and in other ways, Plaintiff was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

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

101. Plaintiff Tommy D. Wannamaker'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 Tommy D. Wannamaker's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

102. Plaintiff Tommy D. Wannamaker was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

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

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

105. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker's medical treatment is ascertained.

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

#### **FACTUAL BACKGROUND AS TO COVIL**

107. 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 mesothelioma<sup>1</sup>, 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, 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,

---

<sup>1</sup> [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, put the coffee on in the morning and turned the lights off when they left and made every decision for Covil in between.

108. 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.

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

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

111. 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").

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

113. 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.<sup>2</sup>

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

---

<sup>2</sup> 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.

115. 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.

116. 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.

117. 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.

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

119. 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.

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

121. 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.

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

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

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

125. 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.

126. 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:

<b>Date</b>	<b>From</b>	<b>To/CC</b>	<b>Subject</b>	<b>Key points of email</b>
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.

Date	From	To/CC	Subject	Key points of email
10/19/18 9:07am	Barb Davis	Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss Carol Weill	New cases	Do we really think we would not be served at some point? If we had already been served, would still recommend not attending the plaintiff deposition?
10/22/18 3:47pm	Mark Wall	Irene Muse Barb Davis Steven Fries Carol Weill	FW James Michael Hill v. Advance Auto Parts Amended NOD of James Michael Hill	FYI see attached communications.
10/22/18 3:57pm	Carol Weill	Barb Davis Mark Wall Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	New cases	Request for response to inquiries.
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.
10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Recommending that Mark not appear for depositions in cases where service has not yet been effectuated.

Date	From	To/CC	Subject	Key points of email
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally, Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below.  Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

127. 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**

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

129. Under a number of legal theories, USF&G is Covil and acted as Covil for nearly 30 years.
130. 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.
131. 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.
132. 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 are Fully Responsible for Conduct  
After November 2, 2018, as Covil's Alter Ego, Agency or Instrumentality**

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

134. 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.

135. 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 Egos**

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

137. 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 of Covil Corporation.

138. 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 1993.

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

140. 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 its fiduciary duties to Covil Corporation.

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

**Plaintiffs Complain of Defendants for a Cause of Action for Negligence Alleging as Follows:**

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

142. 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.

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

144. 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 Tommy D. Wannamaker’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Tommy D. Wannamaker’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 Tommy D. Wannamaker. 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.

145. 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 Tommy D. Wannamaker, would use or be in proximity to and exposed to said asbestos fibers.

146. 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 Tommy D. Wannamaker, 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.

147. Plaintiff Tommy D. Wannamaker, 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.

148. Plaintiff Tommy D. Wannamaker suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Tommy D. Wannamaker was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

149. Defendants' and/or their alter egos conduct and defective products as described in this cause of action were a direct cause of Plaintiff Tommy D. Wannamaker's injuries, and all damages thereby sustained by Plaintiff Tommy D. Wannamaker. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

150. 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker and others similarly situated.

151. 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."

152. 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.

153. 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 Tommy D. Wannamaker.

154. Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker 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.

155. 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.

156. 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. § 15-73-10, et seq.)**

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

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

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

159. The Products Defendants' and/or their alter egos conduct and defective products as described above were a direct cause of Plaintiff Tommy D. Wannamaker's injuries, and the injuries and damages thereby sustained by Plaintiffs.

160. 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker and others similarly situated.

161. 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.

162. Plaintiff Tommy D. Wannamaker, 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 Tommy D. Wannamaker'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.

163. 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.

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' and/or their alter egos asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff Tommy D. Wannamaker's mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff Tommy D. Wannamaker'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.

165. 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 Tommy D. Wannamaker herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

166. Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Tommy D. Wannamaker and others similarly situated were exposed.

167. Defendants’ defective products as described above were a direct cause of Plaintiff Tommy D. Wannamaker’s injuries, and the damages thereby sustained.

168. 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 Tommy D. Wannamaker 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."

169. 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.

170. 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 Tommy D. Wannamaker 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.

171. 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.

172. 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.

173. 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:**

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

175. 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.

176. 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 Tommy D. Wannamaker was exposed.

177. Employees handling and disturbing asbestos-containing products in Plaintiff Tommy D. Wannamaker’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.

178. Employees handling and disturbing asbestos-containing products in Plaintiff Tommy D. Wannamaker'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.

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

180. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Tommy D. Wannamaker, 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 Tommy D. Wannamaker.

181. 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.

182. 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 Tommy D. Wannamaker.

183. 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 Tommy D. Wannamaker of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

184. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Tommy D. Wannamaker.

185. Defendants' employees owed Plaintiff Tommy D. Wannamaker 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.

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

187. At all times mentioned, Plaintiff Tommy D. Wannamaker 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.

188. As a direct result of the Defendants' employees conduct, Plaintiff Tommy D. Wannamaker'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 Tommy D. Wannamaker and the damages and injuries as complained of herein by Plaintiffs.

189. The risks herein alleged and the resultant damages suffered by the Plaintiff Tommy D. Wannamaker 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.

190. 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 Tommy D. Wannamaker.

**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:**

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

192. 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 Tommy D. Wannamaker worked and/or spent time.

193. 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.

194. 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 Tommy D. Wannamaker 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 Tommy D. Wannamaker would be exposed to dangerous asbestos dust beyond the present.

195. 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.

196. At all times herein mentioned, Premises Defendants knew or should have known that its employees and bystanders thereto, including Plaintiff Tommy D. Wannamaker, frequently encountered asbestos-containing products and materials during the course and scope of their work activities.

197. 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 Tommy D. Wannamaker, 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.

198. 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 Tommy D. Wannamaker were neither qualified nor able to

identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

199. At all times herein mentioned, Plaintiff Tommy D. Wannamaker was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

200. 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.

201. 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 Tommy D. Wannamaker, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

202. 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.

203. 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.

204. Premises Defendants failed to warn its employees and bystanders thereto, including Plaintiff Tommy D. Wannamaker, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

205. 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 Tommy D. Wannamaker became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Tommy D. Wannamaker 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:**

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

207. 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.

208. 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 Tommy D. Wannamaker carried out his duties and was inhaled by Plaintiff Tommy D. Wannamaker.

209. 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 Tommy D. Wannamaker 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:**

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

211. That during, before and after Plaintiff Tommy D. Wannamaker'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 Tommy D. Wannamaker 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 Tommy D. Wannamaker. 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.

212. The foregoing representations were material conditions precedent to Plaintiff Tommy D. Wannamaker's continued exposure to asbestos-containing products. Defendants and/or their alter egos each intended that Plaintiff Tommy D. Wannamaker act upon the representations by continuing his work around, and thereby exposure to, the asbestos products.

Plaintiff Tommy D. Wannamaker was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

213. As a direct and proximate result Plaintiff Tommy D. Wannamaker'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:**

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

215. 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.

216. 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.

217. 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.

218. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the occupational settings from which Plaintiff Tommy D. Wannamaker breathed asbestos dust which resulted in Plaintiff Tommy D. Wannamaker'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.

219. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Plaintiff Tommy D. Wannamaker 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 Tommy D. Wannamaker's illness.

220. 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.

221. Plaintiff Tommy D. Wannamaker 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.

222. 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 Tommy D. Wannamaker from asbestos exposure was increased, and (ii) Plaintiffs suffered the injuries described herein.

223. 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.

224. 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 Tommy D. Wannamaker's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Plaintiff Tommy D. Wannamaker of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Plaintiff Tommy D. Wannamaker the opportunity to take precautions against the dangers of asbestos and proximately caused Plaintiff's damages herein.

225. During the relevant time period the Plaintiff Tommy D. Wannamaker 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.

226. 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 Tommy D. Wannamaker, 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 Tommy D. Wannamaker 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.

227. Plaintiff Tommy D. Wannamaker 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.

228. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Plaintiff Tommy D. Wannamaker 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 Dale J. Wannamaker Complains of Defendants, and Alleges as Follows:**

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

230. Plaintiffs Tommy D. Wannamaker and Dale J. Wannamaker were married March 21, 1969 and at all times relevant to their action were husband and wife.

231. Prior to his injuries as alleged, Plaintiff Tommy D. Wannamaker was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Tommy D. Wannamaker 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 Dale J. Wannamaker 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.

232. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Tommy D. Wannamaker as set forth herein, Plaintiff's spouse and co-Plaintiff Dale J. Wannamaker 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)**

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

233. 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 mesothelioma<sup>3</sup>, 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, 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.

---

<sup>3</sup> [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).

234. 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-egos of Covil and is 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 is found to be the alter ego 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.**

*[Signature appears on the following page.]*

Respectfully submitted,

*s/Theile B. McVey*

Theile B. McVey (SC Bar No. 16682)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

John D. Kassel (SC Bar No. 3286)

[jkassel@kassellaw.com](mailto:jkassel@kassellaw.com)

Jamie D. Rutkoski (SC Bar No. 103270)

[jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com)

**KASSEL MCVEY ATTORNEYS AT LAW**

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

T: 803-256-4242

F: 803-256-1952

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**ATTORNEYS FOR PLAINTIFFS**

April 23, 2021

Columbia, South Carolina.

STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
 )  
COUNTY OF ORANGEBURG ) FOR THE FIRST JUDICIAL CIRCUIT

DALE J. WANNAMAKER, individually and as )  
Personal Representative of the Estate of )  
TOMMY D. WANNAMAKER, )

Plaintiff, )

v. )

3M COMPANY )

4520 CORP., INC. )

ABTEC, INCORPORATED OF SOUTH )  
CAROLINA )

ADVANSIX INC. )

AECOM ENERGY & CONSTRUCTION, INC. )

ANHEUSER-BUSCH COMPANIES, LLC )

ARMSTRONG INTERNATIONAL, INC. )

AT&T CORP. )

BAHNSON, INC. )

BLACKMER PUMP COMPANY )

BONITZ, INC. )

BW/IP INC. )

CLEAVER-BROOKS, INC. )

COVIL CORPORATION )

CRANE CO. )

CRANE INSTRUMENTATION & )  
SAMPLING, INC. )

DANIEL INTERNATIONAL CORPORATION )

C/A NO. 2021-CP-38-00240

In Re:  
Asbestos Personal Injury Litigation  
Coordinated Docket

THIRD AMENDED SUMMONS



EASTMAN CHEMICAL COMPANY )  
EASTMAN KODAK COMPANY )  
E. I. DU PONT DE NEMOURS AND )  
COMPANY )  
ETHYL CORPORATION )  
FLOWSERVE CORPORATION )  
FLOWSERVE US INC. )  
FLUOR CONSTRUCTORS )  
INTERNATIONAL )  
FLUOR CONSTRUCTORS )  
INTERNATIONAL, INC. )  
FLUOR DANIEL SERVICES CORPORATION )  
FLUOR ENTERPRISES, INC. )  
FMC CORPORATION )  
GENERAL ELECTRIC COMPANY )  
THE GORMAN-RUPP COMPANY )  
GOULDS PUMPS, INCORPORATED )  
GREAT BARRIER INSULATION CO. )  
HOK GROUP, INC. )  
HONEYWELL INTERNATIONAL INC. )  
IMO INDUSTRIES INC. )  
INTERNATIONAL PAPER COMPANY )  
ITT LLC )  
J. & L. INSULATION, INC. )  
MET-PRO TECHNOLOGIES, LLC )

MOLSON COORS BEVERAGE COMPANY )  
 USA LLC )  
 )  
 NASSAU METALS CORPORATION )  
 )  
 NOKIA OF AMERICA CORPORATION )  
 )  
 RILEY POWER INC. )  
 )  
 RUST ENGINEERING & CONSTRUCTION )  
 INC. )  
 )  
 RUST INTERNATIONAL INC. )  
 )  
 SI GROUP, INC. )  
 )  
 SOUTH CAROLINA PUBLIC SERVICE )  
 AUTHORITY )  
 )  
 SOUTHERN INSULATION, INC. )  
 )  
 SPI LLC )  
 )  
 STARR DAVIS COMPANY, INC. )  
 )  
 STARR DAVIS COMPANY OF S.C., INC. )  
 )  
 TOPBUILD CORP. )  
 )  
 VIACOMCBS INC. )  
 )  
 VISTRA CORP. )  
 )  
 VISTRA INTERMEDIATE COMPANY LLC )  
 )  
 WEIR VALVES & CONTROLS USA, INC. )  
 )  
 THE WILLIAM POWELL COMPANY )  
 )  
 YUBA HEAT TRANSFER, LLC )  
 )  
 ZURN INDUSTRIES, LLC )  
 )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

**THIRD AMENDED SUMMONS**

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

s/Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Jamie D. Rutkoski (SC Bar No. 103270)

[jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com)

John D. Kassel (SC Bar No. 03286)

[jkassel@kassellaw.com](mailto:jkassel@kassellaw.com)

**KASSEL MCVEY ATTORNEYS AT LAW**

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

T: 803-256-4242

F: 803-256-1952

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

November 24, 2021

**ATTORNEYS FOR PLAINTIFFS**

Columbia, South Carolina.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF ORANGEBURG ) IN THE COURT OF COMMON PLEAS  
 )  
 ) FOR THE FIRST JUDICIAL CIRCUIT

DALE J. WANNAMAKER, individually and )  
as Personal Representative of the Estate of )  
TOMMY D. WANNAMAKER, )

Plaintiff, )

v. )

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

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

ABTEC, INCORPORATED OF SOUTH )  
CAROLINA )

ADVANSIX INC. )  
individually, and as successor-in-interest to )  
HONEYWELL INTERNATIONAL INC. )  
successor-in-interest to ALLIED CHEMICAL )  
CORPORATION )

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

ANHEUSER-BUSCH COMPANIES, LLC )

ARMSTRONG INTERNATIONAL, INC. )

AT&T CORP. )  
individually and as successor-in-interest to )  
BELL TELEPHONE LABORATORIES )

BAHNSON, INC. )

BLACKMER PUMP COMPANY )

C/A NO. 2021-CP-38-00240

In Re:  
Asbestos Personal Injury Litigation  
Coordinated Docket

Mesothelioma  
Wrongful Death and Survival Action

**THIRD AMENDED COMPLAINT**

(Jury Trial Demanded)

**BONITZ, INC.** )  
individually, and as successor-in-interest to )  
BONITZ INSULATION CO. OF SOUTH )  
CAROLINA )  
) )  
**BW/IP INC.** )  
and its wholly-owned subsidiaries )  
) )  
**CLEAVER-BROOKS, INC.** )  
f/k/a AQUA-CHEM, INC. )  
d/b/a CLEAVER-BROOKS DIVISION )  
) )  
**COVIL CORPORATION** )  
) )  
**CRANE CO.** )  
) )  
**CRANE INSTRUMENTATION &** )  
**SAMPLING, INC.** )  
f/k/a CIRCOR INSTRUMENTATION )  
TECHNOLOGIES, INC. f/k/a HOKE INC. )  
) )  
**DANIEL INTERNATIONAL** )  
**CORPORATION** )  
) )  
**EASTMAN CHEMICAL COMPANY** )  
individually and as successor-in-interest to )  
EASTMAN KODAK COMPANY )  
) )  
**EASTMAN KODAK COMPANY** )  
) )  
**E. I. DU PONT DE NEMOURS AND** )  
**COMPANY** )  
) )  
**ETHYL CORPORATION** )  
) )  
**FLOWSERVE CORPORATION** )  
f/k/a THE DURIRON COMPANY INC. )  
) )  
**FLOWSERVE US INC.** )  
individually, and as successor-in-interest to )  
ROCKWELL MANUFACTURING )  
COMPANY )  
) )  
**FLUOR CONSTRUCTORS** )  
**INTERNATIONAL,** )  
f/k/a FLUOR CORPORATION )  
) )

**FLUOR CONSTRUCTORS** )  
**INTERNATIONAL, INC.** )  
) )  
**FLUOR DANIEL SERVICES** )  
**CORPORATION** )  
) )  
**FLUOR ENTERPRISES, INC.** )  
) )  
**FMC CORPORATION** )  
) )  
**GENERAL ELECTRIC COMPANY** )  
) )  
**THE GORMAN-RUPP COMPANY** )  
) )  
**GOULDS PUMPS, INCORPORATED** )  
) )  
**GREAT BARRIER INSULATION CO.** )  
) )  
**HOK GROUP, INC.** )  
f/k/a HELLMUTH, OBATA AND )  
KASSABAUM, INC., individually and as )  
successor-in-interest to CRS SIRRINE as )  
successor-in-interest to J.E. SIRRINE )  
) )  
**HONEYWELL INTERNATIONAL INC.** )  
individually, and as successor-in-interest to )  
ALLIED SIGNAL, INC., as successor to )  
BENDIX CORPORATION )  
) )  
**IMO INDUSTRIES INC.** )  
) )  
**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, and ITT )  
MARLOW )  
) )  
**J. & L. INSULATION, INC.** )  
) )  
**MET-PRO TECHNOLOGIES, LLC** )  
on behalf of its Dean Pump Divisions )  
) )  
**MOLSON COORS BEVERAGE COMPANY** )  
**USA LLC** )

f/k/a MILLERCOORS LLC, individually, and as )  
 successor-in-interest to MILLER BREWING )  
 COMPANY )  
 )  
**NASSAU METALS CORPORATION** )  
 f/k/a AT&T NASSAU METALS )  
 CORPORATION )  
 )  
**NOKIA OF AMERICA CORPORATION** )  
 f/k/a ALCATEL-LUCENT USA INC. and )  
 LUCENT TECHNOLOGIES, INC., as )  
 successor-in-interest to WESTERN ELECTRIC )  
 CO., INC., and as successor-in-interest to BELL )  
 TELEPHONE LABORATORIES )  
 )  
**RILEY POWER INC.** )  
 f/k/a BABCOCK BORSIG POWER INC., f/k/a )  
 DB RILEY, INC., f/k/a RILEY STOKER )  
 CORPORATION )  
 )  
**RUST ENGINEERING & CONSTRUCTION** )  
**INC.** )  
 individually, and as successor-in-interest to )  
 SIRRINE ENVIRONMENTAL )  
 CONSULTANTS, INC. )  
 )  
**RUST INTERNATIONAL INC.** )  
 individually and as successor-in-interest to )  
 SIRRINE ENVIRONMENTAL )  
 CONSULTANTS, INC. )  
 )  
**SI GROUP, INC.** )  
 )  
**SOUTH CAROLINA PUBLIC SERVICE** )  
**AUTHORITY** )  
 d/b/a SANTEE COOPER )  
 )  
**SOUTHERN INSULATION, INC.** )  
 )  
**SPI LLC** )  
 a/k/a SPECIALTY PRODUCTS AND )  
 INSULATION LLC, sued individually and as )  
 successor-in-interest to PRESNELL )  
 INSULATION CO., INC. )  
 )  
**STARR DAVIS COMPANY, INC.** )  
 )

**STARR DAVIS COMPANY OF S.C., INC.** )  
 )  
**TOPBUILD CORP.** )  
 individually, and as successor-in-interest to )  
 UNITED SUBCONTRACTORS, INC. )  
 as successor-in-interest to STANDARD )  
 INSULATING COMPANY, INC. )  
 )  
**VIACOMCBS INC.** )  
 f/k/a CBS CORPORATION, a Delaware )  
 corporation f/k/a VIACOM, INC., successor-by- )  
 merger to CBS CORPORATION, a )  
 Pennsylvania corporation, f/k/a )  
 WESTINGHOUSE ELECTRIC )  
 CORPORATION )  
 )  
**VISTRA CORP.** )  
 f/k/a VISTRA ENERGY CORP., individually )  
 and as successor-in-interest to CRS SIRRINE )  
 a/k/a CRSS, as successor-in-interest to J.E. )  
 SIRRINE )  
 )  
**VISTRA INTERMEDIATE COMPANY )  
 LLC** )  
 individually and as successor-in-interest to )  
 CRSS INC. )  
 )  
**WEIR VALVES & CONTROLS USA, INC.** )  
 individually and as successor-in-interest to )  
 ATWOOD & MORRILL CO., INC. )  
 )  
**THE WILLIAM POWELL COMPANY** )  
 )  
**YUBA HEAT TRANSFER, LLC** )  
 )  
**ZURN INDUSTRIES, LLC** )  
 individually and as successor-in-interest to )  
 ZURN INDUSTRIES, INC. )  
 )  
 Defendants. )  
 )  
 \_\_\_\_\_ )

**PLAINTIFF’S THIRD AMENDED COMPLAINT**

Plaintiff, DALE J. WANNAMAKER, individually and as Personal Representative of the Estate of TOMMY D. WANNAMAKER (hereinafter “Plaintiff”), citizen and resident of the State of South Carolina, 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, TOMMY D. WANNAMAKER, on behalf of all persons entitled to recover damages.

2. Decedent Tommy D. Wannamaker was diagnosed with mesothelioma and subsequently died from his injuries.

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

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

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

Defendants for whose actions the Product Defendants are legally responsible, were engaged in the manufacture, sale and distribution of asbestos-containing products and raw materials.

5. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Decedent Tommy D. Wannamaker experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the “Premises Defendants.” At all times relevant to this action:

- (a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.
- (b) the Premises Defendants invited the Decedent Tommy D. Wannamaker, as a maintenance repairman and pipefitter, on to Defendant’s premises to perform welding work for Defendant’s benefit. Decedent was an invitee who had express permission to enter Defendant’s premises for the purpose of benefitting the owner (Defendant).
- (c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.
- (d) the Premises Defendants’ failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants’ premises was a substantial factor contributing to cause Decedent Tommy D. Wannamaker’s mesothelioma.

6. Each Defendant, or its predecessors in interest, that provided labor, materials, goods, and/or services as architects, consultants, engineers, draftsmen, technicians, surveyors, or otherwise in connection with the design and/or repairs at the work sites where Decedent Tommy D. Wannamaker experienced occupational exposure as a result of working with and around others working with asbestos and/or asbestos-containing products, materials, or equipment, are referred to herein as the “Design Defendants.”

7. Plaintiff’s claims against the Product Defendants, as defined herein, arise out of Defendants’ purposeful efforts to serve directly or indirectly the market for their asbestos and/or

asbestos-containing products in this State, either through direct sales or through utilizing an established distribution channel with the expectation that their products would be purchased and/or used within South Carolina.

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

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

10. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business in South Carolina exposed Decedent Tommy D. Wannamaker 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.

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

12. Neither Plaintiff nor Decedent was aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

13. Decedent Tommy D. Wannamaker 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.

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

DEFENDANT	ALTERNATE ENTITY
3M COMPANY	f/k/a MINNESOTA MINING AND MANUFACTURING COMPANY
4520 CORP., INC.	as successor-in-interest to BENJAMIN F. SHAW COMPANY
ADVANSIX INC.	as successor-in-interest to HONEYWELL INTERNATIONAL INC. successor-in-interest to ALLIED CHEMICAL CORPORATION

DEFENDANT	ALTERNATE ENTITY
AECOM ENERGY & CONSTRUCTION, INC.	as successor-in-interest to YEARGIN CONSTRUCTION COMPANY, INC.
AT&T CORP.	as successor-in-interest to BELL TELEPHONE LABORATORIES
BONITZ, INC.	as successor-in-interest to BONITZ INSULATION CO. OF SOUTH CAROLINA
BW/IP INC.	and its wholly-owned subsidiaries
CLEAVER-BROOKS, INC.	f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION
CRANE INSTRUMENTATION & SAMPLING, INC.	f/k/a CIRCOR INSTRUMENTATION TECHNOLOGIES, INC. f/k/a HOKE INC.
EASTMAN CHEMICAL COMPANY	individually and as successor-in-interest to EASTMAN KODAK COMPANY
FLOWERVE CORPORATION	f/k/a THE DURIRON COMPANY INC.
FLOWERVE US INC.	as successor-in-interest to ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a FLUOR CORPORATION
HOK GROUP, INC.	f/k/a HELLMUTH, OBATA AND KASSABAUM, INC. as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE
HONEYWELL INTERNATIONAL INC.	as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION
ITT LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES, INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, and ITT MARLOW

DEFENDANT	ALTERNATE ENTITY
MET-PRO TECHNOLOGIES, LLC	on behalf of its Dean Pump Divisions
MOLSON COORS BEVERAGE COMPANY USA LLC	f/k/a MILLERCOORS LLC as successor-in-interest to MILLER BREWING COMPANY
NASSAU METALS CORPORATION	f/k/a AT&T NASSAU METALS CORPORATION
NOKIA OF AMERICA CORPORATION	f/k/a ALCATEL-LUCENT USA INC. and LUCENT TECHNOLOGIES, INC., as successor-in-interest to WESTERN ELECTRIC CO., INC., and as successor-in-interest to BELL TELEPHONE LABORATORIES
RILEY POWER INC.	f/k/a BABCOCK BORSIG POWER INC., f/k/a DB RILEY, INC., f/k/a RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SOUTH CAROLINA PUBLIC SERVICE AUTHORITY	d/b/a SANTEE COOPER
SPI LLC	a/k/a SPECIALTY PRODUCTS AND INSULATION LLC as successor-in-interest to PRESNELL INSULATION CO., INC.
TOPBUILD CORP.	as successor-in-interest to UNITED SUBCONTRACTORS, INC. as successor-in-interest to STANDARD INSULATING COMPANY, INC.

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
VISTRA CORP.	f/k/a VISTRA ENERGY CORP. as successor-in-interest to CRS SIRRINE a/k/a CRSS as successor-in-interest to J.E. SIRRINE
VISTRA INTERMEDIATE COMPANY LLC	as successor-in-interest to CRSS INC.
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to ATWOOD & MORRILL CO., INC.
ZURN INDUSTRIES, LLC	individually and as successor-in-interest to ZURN INDUSTRIES, INC.

15. 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.

16. 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.

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

18. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker's medical treatment is ascertained.

19. As a further direct and proximate result of the conduct as hereinafter alleged, Decedent Tommy D. Wannamaker 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.

20. Plaintiff hereby disclaims each and every claim or cause of action which does or may arise from any United States Navy 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 Tommy D. Wannamaker's United States Navy service. Moreover, Plaintiff is further disclaiming each and every claim or cause of action arising from any exposure to asbestos as a result of Decedent Tommy D. Wannamaker'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**

21. Plaintiff Dale J. Wannamaker is currently a resident of the State of South Carolina. Decedent Tommy D. Wannamaker was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina, Virginia, and Georgia.

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

23. Defendant, **4520 CORP., INC.**, individually and as successor-in-interest to BENJAMIN F. SHAW COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, 4520 CORP., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or 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 Decedent Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiff's claims against 4520 CORP., INC. arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **ABTEC, INCORPORATED OF SOUTH CAROLINA**, was and is an South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, ABTEC, INCORPORATED OF SOUTH CAROLINA mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, performing abatement of asbestos at numerous jobsites throughout the southeastern United States. ABTEC, INCORPORATED OF SOUTH CAROLINA is sued as a Product Defendant. ABTEC, INCORPORATED OF SOUTH CAROLINA 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 Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiff's claims against ABTEC, INCORPORATED OF SOUTH CAROLINA arise out of this Defendant's business activities in the State of South Carolina.

25. Defendant, **ADVANSIX INC.**, individually and as successor-in-interest to HONEYWELL INTERNATIONAL INC. successor-in-interest to ALLIED CHEMICAL CORPORATION, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, ADVANSIX INC. owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the nylon

polymer production facility in Hopewell, Virginia. ADVANSIX INC. is sued as a Premises Defendant. Plaintiff's claims against ADVANSIX INC. arise out of this Defendant's business activities in the State of South Carolina.

26. 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. mined, manufactured, processed, imported, converted, compounded, supplied, 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 Tommy D. Wannamaker, 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.

27. Defendant, **ANHEUSER-BUSCH COMPANIES, LLC**, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, ANHEUSER-BUSCH COMPANIES, LLC owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Anheuser-Busch facility in Albany, Georgia. ANHEUSER-BUSCH COMPANIES, LLC is sued as a Premises Defendant. Plaintiff's claims against ANHEUSER-BUSCH COMPANIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

28. 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.

29. Defendant, **AT&T CORP.**, individually and as successor-in-interest to BELL TELEPHONE LABORATORIES, was and is a New York corporation with its principal place of business in New Jersey. At all times material hereto, AT&T CORP. owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. AT&T CORP. is sued as a Premises Defendant. Plaintiff's claims against AT&T CORP. arise out of this Defendant's business activities in the State of South Carolina.

30. 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 Tommy D. Wannamaker, 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.

31. Defendant, **BLACKMER PUMP COMPANY**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, BLACKMER 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 Blackmer pumps. BLACKMER PUMP COMPANY is sued as a Product Defendant. Plaintiff's claims against BLACKMER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

32. 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 Tommy D. Wannamaker, 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.

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

34. Defendant, **CLEAVER-BROOKS, INC.**, f/k/a AQUA-CHEM, INC. d/b/a CLEAVER-BROOKS DIVISION, was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, CLEAVER-BROOKS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Cleaver-Brooks boilers and distillers. CLEAVER-BROOKS, INC. is sued as a Product Defendant. Plaintiff's claims against CLEAVER-BROOKS, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Decedent Tommy D. Wannamaker, 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.

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. 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.

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

39. Defendant, **EASTMAN CHEMICAL COMPANY**, individually and as successor-in-interest to EASTMAN KODAK COMPANY, was and is a Delaware corporation with its principal place of business in Tennessee. At all times material hereto, EASTMAN CHEMICAL COMPANY owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Carolina Eastman plant in Columbia, South Carolina. EASTMAN CHEMICAL COMPANY is sued as a Premises Defendant. Plaintiff's claims against EASTMAN CHEMICAL COMPANY arise out of this Defendant's business activities in the State of South Carolina.

40. Defendant, **EASTMAN KODAK COMPANY**, was and is a New Jersey corporation with its principal place of business in New York. At all times material hereto, EASTMAN KODAK COMPANY owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Carolina Eastman plant in Columbia, South Carolina. EASTMAN KODAK COMPANY is sued as a Premises Defendant.

Plaintiff's claims against EASTMAN KODAK COMPANY arise out of this Defendant's business activities in the State of South Carolina.

41. Defendant, **E. I. DU PONT DE NEMOURS AND COMPANY**, was and is a Delaware corporation with its principal place of business in Delaware. At all times material hereto, E. I. DU PONT DE NEMOURS AND COMPANY owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Cooper River plant in Moncks Corner, South Carolina. Plaintiff hereby specifically disclaims any and all claims against E. I. DU PONT DE NEMOURS AND COMPANY arising from or relating to any alleged asbestos exposure Tommy D. Wannamaker may have experienced from the Savannah River Plant, located in Aiken, South Carolina. E. I. DU PONT DE NEMOURS AND COMPANY is sued as a Premises Defendant. Plaintiff's claims against E. I. DU PONT DE NEMOURS AND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

42. Defendant, **ETHYL CORPORATION**, was and is a Virginia corporation with its principal place of business in Virginia. At all times material hereto, ETHYL CORPORATION owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Albermarle Chemical plant in Orangeburg, South Carolina. ETHYL CORPORATION is sued as a Premises Defendant. Plaintiff's claims against ETHYL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Durco pumps and valves. FLOWSERVE CORPORATION is sued as a Product Defendant. Plaintiff's claims against FLOWSERVE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

44. Defendant, **FLOWSERVE US INC.**, individually and as successor-in-interest to ROCKWELL MANUFACTURING COMPANY, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, 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 Rockwell 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.

45. 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 Tommy D. Wannamaker, 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 Decedent Tommy D. Wannamaker, 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 Decedent Tommy D. Wannamaker, 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 Decedent Tommy D. Wannamaker, 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, **FMC CORPORATION**, 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 Chicago 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.

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 and generators. 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.

51. Defendant, **THE GORMAN-RUPP COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP 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 Gorman-Rupp air ejectors, distilling plants and pumps. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Plaintiff's claims against THE GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

52. 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.

53. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER INSULATION CO. manufactured, processed, imported, converted, compounded, supplied,

installed, replaced, repaired, used, and/or retained substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Great Barrier Insulation Co., exposed tens of thousands of people, including the Decedent Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

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

55. Defendant, **HONEYWELL INTERNATIONAL INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL INC. owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the nylon polymer production facility in Hopewell, Virginia. HONEYWELL INTERNATIONAL INC. is sued as a Premises Defendant. Plaintiff's claims against HONEYWELL INTERNATIONAL INC. arise out of this Defendant's business activities in the State of South Carolina.

56. Defendant, **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.

57. 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 Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the International Paper sheet converting facility in Sumter, South Carolina. INTERNATIONAL PAPER COMPANY is

sued as a Premises Defendant. Plaintiff's claims against INTERNATIONAL PAPER 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, and ITT MARLOW, was and is an Indiana limited liability company with its principal place of business in New York. At all times material hereto, ITT LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Bell & Gossett pumps & valves. 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.

59. 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 Tommy D. Wannamaker, 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.

60. Defendant, **MET-PRO TECHNOLOGIES, LLC**, on behalf of its Dean Pump Divisions, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, MET-PRO TECHNOLOGIES, 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 Dean Brothers pumps. MET-PRO TECHNOLOGIES, LLC is sued as a Product Defendant. Plaintiff's claims against MET-PRO TECHNOLOGIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

61. Defendant, **MOLSON COORS BEVERAGE COMPANY USA LLC**, f/k/a MILLERCOORS LLC, individually and as successor-in-interest to MILLER BREWING COMPANY, was and is a Delaware limited liability company with its principal place of business in Illinois. At all times material hereto, MOLSON COORS BEVERAGE COMPANY USA LLC owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the MillerCoors brewery in Albany, Georgia. MOLSON COORS BEVERAGE COMPANY USA LLC is sued as a Premises Defendant. Plaintiff's claims against MOLSON COORS BEVERAGE COMPANY USA LLC arise out of this Defendant's business activities in the State of South Carolina.

62. Defendant, **NASSAU METALS CORPORATION**, f/k/a AT&T NASSAU METALS CORPORATION was and is a New York corporation with its principal place of business in New Jersey. At all times material hereto, NASSAU METALS CORPORATION owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities,

including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. NASSAU METALS CORPORATION is sued as a Premises Defendant. Plaintiff's claims against NASSAU METALS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **NOKIA OF AMERICA CORPORATION**, f/k/a ALCATEL-LUCENT USA INC. and LUCENT TECHNOLOGIES, INC., as successor-in-interest to WESTERN ELECTRIC CO., INC., and as successor-in-interest to BELL TELEPHONE LABORATORIES, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, NOKIA OF AMERICA CORPORATION owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the copper and precious metals recycling plant in Gaston, South Carolina. NOKIA OF AMERICA CORPORATION is sued as a Premises Defendant. Plaintiff's claims against NOKIA OF AMERICA CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

67. Defendant, **SI GROUP, INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, SI GROUP, INC. owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Albermarle Chemical plant in Orangeburg, South Carolina. SI GROUP, INC. is sued as a Premises Defendant. Plaintiff's claims against SI GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

68. Defendant, **SOUTH CAROLINA PUBLIC SERVICE AUTHORITY**, d/b/a SANTEE COOPER, was and is a South Carolina company with its principal place of business in South Carolina. At all times material hereto, SOUTH CAROLINA PUBLIC SERVICE AUTHORITY owned and/or controlled premises at which Decedent Tommy D. Wannamaker was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Winyah Generating Station in Georgetown, South Carolina. SOUTH CAROLINA PUBLIC SERVICE AUTHORITY is sued as a Premises Defendant. Plaintiff's claims against SOUTH CAROLINA PUBLIC SERVICE AUTHORITY arise out of this Defendant's business activities in the State of South Carolina.

69. 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 Tommy D. Wannamaker, 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.

70. Defendant, **SPI LLC**, a/k/a SPECIALTY PRODUCTS AND INSULATION LLC, sued individually and as successor-in-interest to PRESNELL INSULATION CO., INC., was and is a Delaware limited liability company with its principal place of business in North Carolina. At all times material hereto, SPI LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. SPI LLC is sued as a Product Defendant. SPI LLC is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiff's claims against SPI LLC arise out of this Defendant's business activities in the State of South Carolina.

71. 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 Tommy D. Wannamaker, 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.

72. 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 Tommy D. Wannamaker, 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.

73. Defendant, **TOPBUILD CORP.**, individually and as successor-in-interest to UNITED SUBCONTRACTORS, INC., as successor-in-interest to STANDARD INSULATING

COMPANY, INC., was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, TOPBUILD CORP. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. TOPBUILD CORP. is sued as a Product Defendant. TOPBUILD CORP. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiff's claims against TOPBUILD CORP. 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, 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 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.

75. Defendant, **VISTRA CORP.** f/k/a VISTRA ENERGY CORP., individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, VISTRA CORP. mined, manufactured, processed, imported, converted, compounded,

supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. VISTRA CORP. is sued as a Product Defendant and a Design Defendant. VISTRA CORP. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent, Tommy D. Wannamaker, to lethal doses of asbestos. Plaintiff's claims against VISTRA CORP. arise out of this Defendant's business activities in the State of South Carolina.

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

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. Plaintiff's claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

79. Defendant, **YUBA HEAT TRANSFER, LLC**, was and is a Delaware corporation 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.

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

81. Decedent Tommy D. Wannamaker 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 ADVANSIX INC.; ANHEUSER-BUSCH COMPANIES, LLC; AT&T CORP.; EASTMAN CHEMICAL COMPANY; EASTMAN KODAK COMPANY; E. I. DU PONT DE NEMOURS AND COMPANY; ETHYL CORPORATION; HONEYWELL INTERNATIONAL INC.; INTERNATIONAL PAPER COMPANY; MOLSON COORS BEVERAGE COMPANY USA LLC; NASSAU METALS CORPORATION; NOKIA OF AMERICA CORPORATION; SI GROUP, INC.; and SOUTH CAROLINA PUBLIC SERVICE AUTHORITY (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, 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**

82. Plaintiff Dale J. Wannamaker brings this action for monetary damages as a result of Decedent Tommy D. Wannamaker contracting an asbestos-related disease and subsequently dying.

83. Decedent Tommy D. Wannamaker was diagnosed with mesothelioma on or about September 18, 2019.

84. Decedent Tommy D. Wannamaker's mesothelioma was caused by his exposure to asbestos during the course of his employment.

85. During his work history, Decedent was exposed to Defendants' asbestos-containing products through his work as a plumber, pipefitter, and insulator from approximately 1965 to 1991 at various industrial jobsites located primarily in South Carolina, Virginia, and Georgia. Decedent performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, welding, pipefitting, and pipe fabrication. All of these activities exposed Decedent to asbestos and asbestos-dust.

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

87. Decedent was exposed to Defendants' asbestos-containing products through his work as a plumber for W.O. Blackstone & Co., Inc. from approximately 1965 to 1974 in Columbia, South Carolina.

88. Decedent was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Joe Hanson & Co. from approximately 1974 to 1975 at the Allied Chemical nylon polymer production facility in Hopewell, Virginia.

89. Decedent was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Daniel Construction Company from approximately 1975 to 1976 in Columbia, South Carolina.

90. Decedent was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Arthur G. McKee Co. in 1976 in Augusta, Georgia.

91. Decedent was exposed to Defendants' asbestos-containing products through his work as an insulator for ANSCO Insulators in 1976 in Augusta, Georgia.

92. Decedent was exposed to Defendants' asbestos-containing products through his work as a pipefitter for Metric Construction Company in 1977 in Gaston, South Carolina.

93. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for C. F. Braun in 1977 in Augusta, Georgia.

94. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for B. F. Shaw Construction from approximately 1977 to 1979 at various sites throughout South Carolina.

95. Decedent was exposed to Defendants' asbestos-containing products through his work at the MillerCoors brewery in Albany, Georgia in or about the late 1970s.

96. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for ITT Grinnell Co. from approximately 1979 to 1980 in Georgetown, South Carolina.

97. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for Yeargin Construction Company from approximately 1980 to 1982. During these periods, Plaintiff worked at various industrial locations, including but not limited to the AT&T Nassau Metals recycling facility in Gaston, South Carolina.

98. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder and pipefitter for Harrison Construction Company in 1982 at the Carolina Eastman facility in Columbia, South Carolina.

99. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for B. F. Shaw Construction Company from 1983 to 1987 at the Savannah River Site facility in Augusta, Georgia.

100. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for M. K. Ferguson Company from 1987 to 1991 at the Savannah River Site facility in Augusta, Georgia.

101. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for Applied Engineering Company in 1991. During these periods, Decedent worked at various industrial sites in Orangeburg, South Carolina.

102. Decedent was exposed to Defendants' asbestos-containing products through his work as a welder for Fluor Daniel in 1991 at the E. I. DuPont Cooper River facility in Moncks Corner, South Carolina.

103. Decedent was exposed to Defendants' asbestos-containing products through his work at the International Paper sheet converting facility in Sumter, South Carolina in the 1990s.

104. Decedent was exposed to Defendants' asbestos-containing products through his work for The Industrial Company in approximately the 2000s at the Winyah Generating Station in Georgetown, South Carolina.

105. During the course of Decedent Tommy D. Wannamaker's employment at the location(s) mentioned above, during other occupational work projects, and in other ways, Decedent was exposed to and inhaled, ingested, or otherwise absorbed asbestos fibers emanating from certain products he was working around.

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

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

108. 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.

109. As a direct and proximate result of the conduct as alleged within, Decedent Tommy D. Wannamaker 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.

110. As a direct and proximate result of the conduct as hereinafter alleged, Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker's medical treatment is ascertained.

111. 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 requests leave to supplement this Court and all parties accordingly to conform to proof at the time of trial.

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

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

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

113. 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.

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

115. 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 Tommy D. Wannamaker’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent Tommy D. Wannamaker’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 Tommy D. Wannamaker. 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.

116. 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 Tommy D. Wannamaker, would use or be in proximity to and exposed to said asbestos fibers.

117. 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 Tommy D. Wannamaker, 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.

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

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

120. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent Tommy D. Wannamaker's injuries, and all damages thereby sustained by Decedent Tommy D. Wannamaker. Plaintiff therefore seeks all compensatory damages in order to make her whole, according to proof.

121. Furthermore, the conduct of Defendants and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker and others similarly situated.

122. 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."

123. 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.

124. 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 Tommy D. Wannamaker.

125. Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker 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.

126. 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.

127. 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 allege as follows:**

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

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

130. The Products Defendants' conduct and defective products as described above were a direct cause of Decedent Tommy D. Wannamaker's injuries and subsequent death, and the injuries and damages thereby sustained by Plaintiff.

131. Furthermore, the Defendants' conduct and that of their "alternate entities" in continuing to market and sell products which they knew were dangerous to Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker and others similarly situated.

132. 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.

133. Decedent Tommy D. Wannamaker, 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 Tommy D. Wannamaker’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.

134. 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.

135. 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 Tommy D. Wannamaker’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Decedent Tommy D. Wannamaker’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.

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

137. Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Decedent Tommy D. Wannamaker and others similarly situated were exposed.

138. Defendants’ defective products as described above were a direct cause of Decedent Tommy D. Wannamaker’s injuries and subsequent death, and the damages thereby sustained.

139. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, Defendants, and/or their “alternate entities,” and each of them, did so with

conscious disregard for the safety of Decedent Tommy D. Wannamaker 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."

140. 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.

141. 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 Tommy D. Wannamaker 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.

142. 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.

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

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

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

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

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

146. 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 worked and/or spent time as alleged above.

147. 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 Tommy D. Wannamaker was exposed.

148. Employees handling and disturbing asbestos-containing products in Decedent Tommy D. Wannamaker’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.

149. Employees handling and disturbing asbestos-containing products in Decedent Tommy D. Wannamaker’s, Decedent’s family members and others’ vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants’ businesses.

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

151. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Decedent Tommy D. Wannamaker, 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 Tommy D. Wannamaker.

152. 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.

153. 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 Tommy D. Wannamaker.

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

155. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent Tommy D. Wannamaker.

156. Defendants' employees owed Decedent Tommy D. Wannamaker 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.

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

158. At all times mentioned, Decedent Tommy D. Wannamaker 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.

159. As a direct result of the Defendants' employees conduct, Decedent Tommy D. Wannamaker's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Decedent Tommy D. Wannamaker and the damages and injuries as complained of herein by Plaintiff.

160. The risks herein alleged and the resultant damages suffered by the Decedent Tommy D. Wannamaker 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.

161. 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 Tommy D. Wannamaker.

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

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

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

163. 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 Decedent Tommy D. Wannamaker worked and/or spent time.

164. 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.

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

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

personal injuries, including mesothelioma, lung cancer and other lung damage, to exposed persons, including Decedent.

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

168. 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 Decedent Tommy D. Wannamaker, 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.

169. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that absent adequate training and supervision, their employees and bystanders thereto including Decedent Tommy D. Wannamaker were neither qualified nor able to identify asbestos-containing products nor to identify the hazardous nature of their work activities involving asbestos-containing products.

170. At all times herein mentioned, Decedent Tommy D. Wannamaker was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

171. 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.

172. 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 Decedent Tommy D. Wannamaker, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

173. 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.

174. 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.

175. Premises Defendants failed to warn its employees and bystanders thereto, including Decedent Tommy D. Wannamaker, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

176. As a direct and proximate result of the conduct of Premises Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their

employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Decedent Tommy D. Wannamaker became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Decedent Tommy D. Wannamaker to develop asbestos-related disease mesothelioma, and to suffer all damages attendant thereto.

**FOR A FIFTH CAUSE OF ACTION**  
**(Negligence Per Se)**

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

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

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

179. 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 her state-law theories. Further, the reference to Federal regulations does not create a federal question. *See Merrell Dow Pharms., Inc. v. Thompson*, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

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

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

**As a Sixth Distinct Cause of Action for Negligence, Plaintiff Complains of Design Defendants and Alleges as Follows:**

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

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

- (a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.
- (b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (d) In failing and neglecting to employ careful contractors and/or employees.
- (e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but not limited to asbestos.
- (g) In failing to properly warn Decedent of dangers and risks associated with the conditions of the material and work product which was being installed for use by Decedent Tommy D. Wannamaker and others in his vicinity.
- (h) By such other failures as will be proved at trial.

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

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

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

**As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiff Complains of Design Defendants and Alleges as Follows:**

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

185. Design Defendants owed Decedent a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.

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

- (a) In failing and neglecting to take reasonable care in the design of said building.
- (b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.
- (c) In failing and neglecting to properly supervise the construction of said building.
- (d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.

(e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.

(f) By such other failures as will be proved at trial.

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

**FOR AN EIGHTH CAUSE OF ACTION**

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

**As an Eighth Distinct Cause Of Action for Breach of Implied Warranties, Plaintiff Complains of Defendants and Alleges as Follows:**

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

189. 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.

190. 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 Tommy D. Wannamaker carried out his duties and was inhaled by Decedent Tommy D. Wannamaker.

191. 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 Tommy D. Wannamaker was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured

for foreseeable use with asbestos products and consequently developed mesothelioma, causing Plaintiff to suffer all damages attendant thereto.

**FOR A NINTH CAUSE OF ACTION**  
**(Fraudulent Misrepresentation)**

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

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

193. That during, before and after Decedent Tommy D. Wannamaker's exposure to asbestos products manufactured by Defendants, the Defendants falsely represented facts, including the dangers of asbestos exposure to Decedent Tommy D. Wannamaker 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 Tommy D. Wannamaker. 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.

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

195. As a direct and proximate result Decedent Tommy D. Wannamaker's reliance upon Defendants' false representations, Decedent suffered injury and damages as described herein.

**FOR A TENTH CAUSE OF ACTION**  
**(Loss of Consortium)**

**For a Tenth Distinct Cause of Action for Loss of Consortium, Plaintiff Dale J. Wannamaker Complains of Defendants, and Alleges as Follows:**

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

197. Decedent Tommy D. Wannamaker and Plaintiff Dale J. Wannamaker were married March 21, 1969 and at all times relevant to their action were husband and wife.

198. Prior to his injuries as alleged, Decedent Tommy D. Wannamaker was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Decedent Tommy D. Wannamaker was 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 Dale J. Wannamaker was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiff's damages, in an amount presently unknown to Plaintiff but which will be proven at time of trial.

199. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Decedent Tommy D. Wannamaker as set forth herein, Plaintiff Dale J. Wannamaker suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

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

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

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

201. Plaintiff brings this cause of action for Tommy D. Wannamaker's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Dale J. Wannamaker, as the widow of Decedent, and on behalf of the heirs of Tommy D. Wannamaker, as defined by S.C. Code § 15-51-20.

202. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Tommy D. Wannamaker died on July 25, 2021, and his wife and heirs have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

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

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

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

204. Plaintiff, Dale J. Wannamaker, is the widow of Decedent Tommy D. Wannamaker. Plaintiff, Dale J. Wannamaker, as Administrator of the Estate of Tommy D. Wannamaker, deceased, brings this survival action as allowed by S.C. Code Ann. § 15-5-90.

205. 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.

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

**PRAYER FOR RELIEF**

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

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

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

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

**A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.**

Respectfully submitted,

s/Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Jamie D. Rutkoski (SC Bar No. 103270)

[jrutkoski@kassellaw.com](mailto:jrutkoski@kassellaw.com)

cJohn D. Kassel (SC Bar No. 03286)

**KASSEL MCVEY ATTORNEYS AT LAW**

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

T: 803-256-4242

F: 803-256-1952

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

**DEAN OMAR BRANHAM SHIRLEY, LLP**

302 N. Market Street, Suite 300

Dallas, TX 75202

T: 214-722-5990

F: 214-722-5991

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**ATTORNEYS FOR PLAINTIFFS**

November 24, 2021

Columbia, South Carolina.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	FOR THE FIRST JUDICIAL CIRCUIT
	)	
<b>TOMMY D. WANNAMAKER, and</b>	)	<b>C/A NO. 2021-CP-3800240</b>
<b>DALE J. WANNAMAKER,</b>	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
<b>3M COMPANY et al.</b>	)	
	)	
Defendants.	)	
_____	)	

**PLAINTIFFS' STANDARD INTERROGATORIES TO DEFENDANTS'**

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

COMES NOW Plaintiffs, Tommy D. Wannamaker and Dale J. Wannamaker, by and through their counsel of record, serves Plaintiffs' Standard Interrogatories pursuant to the South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.



**ANSWERS TO STANDARD INTERROGATORIES**

**INTERROGATORY NO. 1:**

Identify all documents of which Plaintiff have knowledge which relate to the allegations that Plaintiff are entitled receive punitive or exemplary damages.

**ANSWER:**

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Moreover, evidence of punitive damages in form of documents if any would Defendants' documents and are equally, if not more so, available to the Defendants than the Plaintiffs. Subject thereto and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of testimony. Plaintiffs will provide counsel with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

**INTERROGATORY NO. 2:**

Identify all persons which Plaintiff believes have knowledge of facts or opinions which relate to the allegations that Plaintiff is entitled to receive punitive or exemplary damages.

**ANSWER:**

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving these objections, Plaintiffs will provide counsel with witness lists containing the requested information pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend their response to this interrogatory as discovery is ongoing.

Subject to and without waiving the foregoing objections, Plaintiffs state that the following witnesses may have knowledge of facts or opinions responsive to this interrogatory:

**Tommy Wannamaker** (Plaintiff)

Represented by Dean Omar Branham Shirley

**Dale Wannamaker** (Plaintiff)

Represented by Dean Omar Branham Shirley

**Any coworkers that worked with Tommy Wannamaker including but not limited to the following and any coworkers identified in any deposition to be taken in this case.**

As of the time of these responses, Plaintiffs have not determined who will be their expert witnesses in this lawsuit. Those witnesses will be disclosed and certainly may have testimony to offer which a jury could use to conclude punitive damages are appropriate. Furthermore, Plaintiff will utilize corporate representative testimony from each of the defendants in this lawsuit to establish their claims, including any claims of punitive damages.

**INTERROGATORY NO. 3:**

If Plaintiff contends that there is prior testimony relates to the claim for punitive or exemplary damages, please state the following:

- (a) Date and place of the prior testimony and identity of cause in which it was taken;
- (b) Identify the person making the prior testimony;
- (c) Describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) Identify the custodian of the prior testimony; and
- (e) Identify the person who obtained the prior testimony.

**ANSWER:**

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

**INTERROGATORY NO. 4:**

Identify all documents of which Plaintiffs have knowledge, including but not limited to medical articles, medical journals, case reports, textbooks, abstracts, or synopses, which Plaintiff, believe relate to their position on the “state-of-the-art” defense.

**ANSWER:**

Plaintiffs object to this interrogatory as overly broad, vague, ambiguous and unduly burdensome. Moreover, Plaintiffs believe that the information requested by this interrogatory is equally, if not more so, available to Defendants. Subject thereto, Plaintiffs Tommy and Dale Wannamaker have no knowledge of medical articles, medical journals, case reports, textbooks, abstracts, or synopses which relate to “state of the art.”

**INTERROGATORY NO. 5:**

Identify all persons whom Plaintiff expects to call as witnesses at trial, including a summary of the testimony that each witness is expected to give.

**ANSWER:**

**Tommy Wannamaker** (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 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.

**Dale Wannamaker** (Plaintiff)

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

**Sharon Herbert**

Sharon Herbert, daughter of Plaintiff Tommy Wannamaker will testify, live or by deposition as to the changes that occurred to her father's physical and mental health (including, but not limited to their father's heightened fear of the progression of his asbestos-related 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 he has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

**Shelley Wannamaker**

Sharon Herbert, daughter of Plaintiff Tommy Wannamaker will testify, live or by deposition as to the changes that occurred to her father's physical and mental health (including, but not limited to their father's heightened fear of the progression of his asbestos-related 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 he has sustained and/or incurred and may sustain and/or incur in the future due to her father's asbestos-related disease. He may also testify as to any other matter relevant to this cause of action.

**Mohammed S. Soliman, M.D.**

Carolina Pulmonary & Critical Care  
146 E. Hospital Dr  
Suite 400  
West Columbia, SC 29169

**Chelsea Stillwell, M.D.**

Lexington Oncology  
Lexington Medical Park 3  
222 E. Medical Ln

Suite 400  
West Columbia, SC 29169

**Elizabeth Moffat, M.D.**

Pathology Associates of Lexington  
2720 Sunset Blvd.  
West Columbia, SC 29169

**Heather McGinnis Currier, M.D.**

Thoracic Surgery  
2728 Sunset Blvd.  
Suite 400  
West Columbia, SC 29171

Any coworkers that worked with Tommy Wannamaker and any coworkers identified in any deposition to be taken in this case.

As discovery is in its inception, Plaintiffs expressly reserves the right to supplement this answer.

**INTERROGATORY NO. 6:**

Identify all documents which Plaintiff expects to offer as evidence at trial.

**ANSWER:**

Plaintiffs object to this interrogatory as unduly burdensome and premature. Subject to and without waiving this objection, Plaintiffs state that they have not yet made determinations about which documents to offer as evidence at trial.

**INTERROGATORY NO. 7:**

Identify all persons whom Plaintiff expect to call as expert witnesses at trial, and as to each such person, provide a summary of the testimony each witness is expected to give.

**ANSWER:**

Plaintiffs hereby incorporate their objections and response, including any supplemental responses, to Standard Interrogatory No. 2 above as if fully set forth herein.

**INTERROGATORY NO. 8:**

Plaintiffs object to this Request to the extent that it calls for documents provided by purely consulting experts who will not testify, and on whose opinions a testifying expert will not rely and is, thus, protected by the consulting expert privilege. Subject to and without waiving this objection, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs agree to supplement this Request in accordance with the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

**ANSWER:**

Plaintiffs hereby incorporate their objections and response, including any supplemental responses, to Standard Interrogatory No. 2 above as if fully set forth herein.

**INTERROGATORY NO. 9:**

State all facts and opinions on which Plaintiffs rely in alleging that Plaintiffs are entitled to punitive or exemplary damages, include in your response a detailed description of all activities of each named defendant which plaintiff allege justify the imposition of punitive damages

**ANSWER:**

Plaintiffs object to this Interrogatory to the extent that it is overly broad, unduly burdensome and premature. Subject to, and without waiving these objections, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Tommy Wannamaker was exposed. Despite this knowledge, the Defendants willfully failed to warn Tommy Wannamaker, it was no accident, nor take precautions to ensure that he and other individuals were not exposed to asbestos. Such actions and inactions constitute conscious indifference to the rights, safety, and welfare of the Plaintiff and others. In addition, in many cases, the Defendants affirmatively acted to conceal or minimize the knowledge of the dangers of asbestos. This conduct also indicates conscious indifference to the rights, safety and welfare of the Plaintiff and others. Please also see the depositions of the corporate representatives listed in response to these interrogatories as well as any corporate representative depositions taken in this case. Plaintiffs also refer Defendants to the exhibits accompanying these responses. Plaintiffs reserve the right to supplement this answer as discovery continues.

**INTERROGATORY NO. 10:**

Identify all documents of which Plaintiff have knowledge including but not limited to sales literature, promotion material technical or education literature, or intra-corporate memoranda, which were produced, distributed or maintained by any defendant which Plaintiff believe relate to any matter at issue in this litigation.

**ANSWER:**

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs' documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

**INTERROGATORY NO. 11:**

Identify and describe with particularity each written express warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

**ANSWER:**

Plaintiffs object to this Interrogatory to the extent that it is overly broad and unduly burdensome.

Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs specifically reserve the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

**INTERROGATORY NO. 12:**

Identify and describe with particularity each oral or express warranty or guaranty, if any, which Plaintiffs believe they received in connection with the use of any products sold or distributed by defendant.

**ANSWER:**

Plaintiffs object to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Subject thereto and without waiving these objections, Plaintiffs have no knowledge of information responsive to this request. Plaintiffs specifically reserve the right to supplement these responses pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

**INTERROGATORY NO. 13:**

Identify and describe with particularity every implied warranty or guaranty, if any, which Plaintiff believe they received in connection with the use of any products sold or distributed by defendant.

**ANSWER:**

Plaintiffs object to this Interrogatory to the extent that it is overly broad and unduly burdensome. Moreover, documents relevant to this interrogatory are equally, if not more so, available to the defendants. Implied warranties attach to the sales of every product or service occurring in South Carolina. Further, Plaintiffs will provide Defendants with exhibit lists detailing all documentary evidence Plaintiffs will seek to admit at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket.

**INTERROGATORY NO. 14:**

Identify all documents which relate to Plaintiff allegations that any defendant has breached any warranties given in connection with the sale or distribution of any asbestos products used by any plaintiff.

**ANSWER:**

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive documents come to light.

**INTERROGATORY NO. 15:**

State all facts and opinions on which Plaintiff rely in alleging that defendants breached any warranties which may have been given in connection with the sale or distribution of any asbestos products used by any plaintiff.

**ANSWER:**

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

**INTERROGATORY NO. 16:**

State all facts and opinions on which Plaintiff rely in alleging that defendants acted negligently with respect to the Plaintiff.

**ANSWER:**

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

**INTERROGATORY NO. 17:**

Identify all documents of which Plaintiff has knowledge which relate to Plaintiff claim that defendants acted negligently with respect to the Plaintiff.

**ANSWER:**

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, pursuant

to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Additionally, each Defendant had actual knowledge that asbestos could cause permanent and fatal diseases prior to and during the time that Tommy Wannamaker was exposed. Despite this knowledge, the Defendants willfully failed to warn Tommy Wannamaker 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 Tommy Wannamaker 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 Tommy Wannamaker and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

**INTERROGATORY NO. 18:**

State all facts or opinions upon which Plaintiff rely in alleging that defendants are strictly liable in tort for injuries which may have been suffered by Plaintiff.

**ANSWER:**

Plaintiffs object that this request is overly broad, unduly burdensome and premature. Subject thereto and without waiving these objections, Plaintiffs' counsel will provide counsel for Defendants with exhibit lists containing all Plaintiffs documents they seek to use at trial, 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 Tommy Wannamaker was exposed. Despite this knowledge, the Defendants willfully failed to warn Tommy Wannamaker 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 Tommy Wannamaker 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 Tommy Wannamaker and others. Discovery is ongoing and Plaintiffs reserve the right to supplement as discovery continues.

**INTERROGATORY NO. 19:**

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

**ANSWER:**

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

**INTERROGATORY NO. 20:**

State all facts and opinions upon which Plaintiff rely in claiming that products sold by defendants and used by Plaintiff were “unreasonably dangerous”.

**ANSWER:**

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

**INTERROGATORY NO. 21:**

Identify all documents of which Plaintiff have knowledge which relate to Plaintiff’ claim that products sold by defendants and used by Plaintiff were “unreasonably dangerous”.

**ANSWER:**

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

**INTERROGATORY NO. 22:**

If Plaintiff contend that there is prior testimony which relates to Plaintiff’ claim that defendants’ products used by Plaintiff were “unreasonably dangerous”, please state the following:

- (a) date, location, jurisdiction and title of cause of said prior testimony;

- (b) identify the person making the prior testimony;
- (c) describe the form in which the prior testimony exists, (i.e., written, typed, recorded, etc.);
- (d) identify the custodian of the prior testimony; and
- (e) identify the person who obtained the prior testimony.

**ANSWER:**

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

**INTERROGATORY NO. 23:**

Identify all written statements or transcriptions of oral statements of any defendant in this action, or agent, employee, representative, former agent, former employee, or former representative of any defendant which Plaintiff contend are relevant to the subject matter of these lawsuits.

**ANSWER:**

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

**INTERROGATORY NO. 24:**

Identify all photographs, charts, drawings, diagrams, or other graphic representations of documents made by or on behalf of Plaintiff which related to the illnesses, relevant working conditions, or other circumstances complained of in these actions or related to the subject matter of these actions.

**ANSWER:**

Plaintiffs object that this request is vague, overly broad, unduly burdensome and premature. Subject to and without waiving these objections, Plaintiffs answer that evidence supporting punitive damages at this stage of the case is anticipated to be in the form of future testimony yet to be taken. Plaintiffs will provide counsel with page and line designations for all depositions Plaintiffs play or read at trial, pursuant to the standing South Carolina Master

Discovery/Scheduling Order for the Coordinated Asbestos Litigation Docket. Plaintiffs further reserve the right to supplement or amend this answer should responsive information come to light.

**INTERROGATORY NO. 25:**

Identify all written statements which Plaintiff have made which related to the facts of these lawsuits and the damages claimed, including but not limited to statements made to any police or law officer, insurance company representative, investigator, state or federal agent, representative or employee of any kind.

**ANSWER:**

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

**INTERROGATORY NO. 26:**

Identify all investigations or other reports which have been prepared, compiled, submitted, conducted, or made by Plaintiff or anyone acting in their behalf which related to the subject matter of this action.

**ANSWER:**

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

**PLAINTIFFS' REQUEST FOR PRODUCTION**

**REQUEST NO. 1:**

All documents identified in response to the foregoing Interrogatories.

**RESPONSE:**

Plaintiffs object to this request for production to the extent that it is overly broad and unduly burdensome, vague and ambiguous, calls for core work product and invades the attorney client privilege. Moreover, the documents relevant to this interrogatory are equally, if not more so, available to the Defendants. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), produced herewith.

**REQUEST NO. 2:**

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

**RESPONSE:**

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

**REQUEST NO. 3:**

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

**RESPONSE:**

Plaintiffs object to this request for production to the extent it seeks the discovery of inadmissible evidence. Subject to and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production) attached hereto which contains an authorization for defendants to obtain plaintiff's Social Security itemized statement of earnings.

**REQUEST NO. 4:**

All damage studies, damage reports or damage analyses, or any and all other documents containing any mention of facts or opinions which relate to Plaintiffs' claims for damages suffered as a result of acts of any of the defendants.

**RESPONSE:**

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

**REQUEST NO. 5:**

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

**RESPONSE:**

Plaintiffs object to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1 (Plaintiffs' Document Production), produced herewith. Beyond the correspondences contained in Exhibit 1, Plaintiffs have no knowledge of further responsive documents.

**REQUEST NO. 6:**

All documents which relate to or identify insulation projects or jobs upon which each plaintiff worked.

**RESPONSE:**

Please see Exhibit 1 (Plaintiffs' Document Production), previously produced.

**REQUEST NO. 7:**

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

**RESPONSE:**

Plaintiffs object to this request as it is overly broad, unduly burdensome, vague and ambiguous, calls for the production of core work product, invades the attorney client privilege and invades the consulting expert privilege. Subject thereto and without waiving these objections, please see Exhibit 1(Plaintiffs' Document Production), produced herewith. Plaintiffs have no knowledge of further responsive documents.

**REQUEST NO. 8:**

All packaging materials which Plaintiff alleges were used in packaging asbestos containing materials.

**RESPONSE:**

Plaintiffs do not possess the packaging the asbestos containing materials, to which he was exposed, came in.

**REQUEST NO. 9:**

All medical, doctor or hospital reports, summaries, test results, or other records of any type which relate to each plaintiff's medical history and/or current medical condition.

**RESPONSE:**

Please see Exhibit 1 (Plaintiffs' Document Production), produced herewith, which includes the pathology report regarding Richard Carpenter's 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. 10:**

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

**RESPONSE:**

Please see Exhibit 1 (Plaintiffs' Document Production), produced herewith, which includes the pathology report regarding Richard Carpenter's 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:**

Plaintiffs do not yet have any records on Plaintiffs from the Social Security Administration. Please see Exhibit 1 which includes fully executed authorizations for work records and earnings statements from the Social Security Administration on the authorization form allowing Defendants to obtain same.

Respectfully submitted,

**DEAN, OMAR, BRANHAM, SHIRLEY, LLP**

s/ Jonathan M. Holder

Jonathan M. Holder (SC Bar No. 77935)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

302 N. Market Street, Suite 300

Dallas, Texas 75202

[jholder@dobslegal.com](mailto:jholder@dobslegal.com)

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**KASSEL MCVEY, ATTORNEYS AT LAW**

Theile B. McVey (SC Bar No. 16682)

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

803-256-4242

803-256-1952 (Facsimile)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

**ATTORNEYS FOR PLAINTIFF**

March 16, 2021

Dallas, Texas

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this 16<sup>th</sup> day of March 2021.

/s/ Whitney Gillaspie

Whitney Gillaspie, Paralegal

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF ORANGEBURG	)	FOR THE FIRST JUDICIAL CIRCUIT
	)	
<b>TOMMY D. WANNAMAKER, and</b>	)	<b>C/A NO. 2021-CP-3800240</b>
<b>DALE J. WANNAMAKER,</b>	)	
	)	<i>In Re:</i>
Plaintiffs,	)	Asbestos Personal Injury Litigation
	)	Coordinated Docket
v.	)	
	)	
<b>3M COMPANY et al.</b>	)	
	)	
Defendants.	)	
_____	)	

**PLAINTIFFS' STANDARD INTERROGATORIES TO DEFENDANTS'**

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

COMES NOW Plaintiffs, Tommy D. Wannamaker and Dale J. Wannamaker, by and through their counsel of record, serves Plaintiffs' 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:**

Tommy Dan Wannamaker  
229 Congaree Mill Lane  
West Columbia, SC 29169  
Phone: 803-315-3600  
[REDACTED]

Tommy Wannamaker graduated from Swansea High School in 1964. He began his steamfitter apprenticeship following high school.

**INTERROGATORY NO. 2**

State the complete address of all places you have resided in the past twenty years giving the inclusive dates of residence for each place named.

**ANSWER:**

The Wannamakers moved to their West Columbia home in July 2020.

For more than the prior 20 years, the Wannamakers lived at

1152 Basil Rd  
Swansea, SC 29160

**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:**

- (a) United Association of Journeymen and Apprentices of the Plumbers and Pipefitting Industry
- (b) Initiation date was January 6, 1967. He retired from working in 2014, prior to his retirement he stopped paying union dues but Mr. Wannamaker is not sure exactly when he left union membership.
- (c) Local 421 – 2556 Oscar Johnson Dr, North Charleston SC 29405, he was originally in Local 227 out of Columbia.

(d) Tommy Wannamaker was a journeyman in the union after completing his apprenticeship.

**INTERROGATORY NO. 4**

Identify all jobs and projects on which you worked or around asbestos or materials containing asbestos and state separately as to each job or project the following:

- (a) the name and location of each job (stating the job site, city, county and state);
- (b) the name and address of each employer for whom you worked;
- (c) the beginning and ending dates of each job or project;
- (d) the name and manufacturer of each and every product containing asbestos with which you worked or to which you were exposed on each particular job or project and a general description of each such product;
- (e) the identity of your immediate superior or job superintendent on each such job or project;
- (f) the Identity of all persons with whom you worked on each such job or project;
- (g) the length of time that you worked on each such job or project;
- (h) whether or not you wore a respirator or mask on each such job or project; and
- (i) your specific duties on each job.

**ANSWER:**

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

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

From approximately 1964 to 2014, Mr. Wannamaker worked as a pipefitter, steamfitter, insulator and welder for multiple employers at various industrial jobsites including but not limited to the following:

- S.C. State Hwy Dept. – Columbia SC – July 1964-February 1965
- Huggins Transport Company – Columbia SC – March 1965-November 1965
- W.O Blackstone –December 1965-November 1967
- US Naval Reserves – Charleston, SC, served in the reserves on the USS Gilmore – November 1967-November 1968 (Active Duty 1 year, reserves for 6 years).
- W.O Blackstone – November 1968-October 1974
- Joe Hanson & Co. / Johanson Company – Allied Chemical, Hopewell, Virginia – October 1974-May 1975
- Daniel Construction – Carolina Eastman, Columbia, SC – May 1975-June 1976

- Arthur G. McKee Co. – Columbia Nitrogen Company, Augusta Georgia – July 1976-September 1976
- ANSCO Insulators – Columbia Nitrogen Company, Augusta Georgia– September 1976-October 1976
- Metric Construction Co – AT&T Nassau Metals Recycling, Gaston SC – February 1977-April 1977
- C.F. Braun Co – Columbia Nitrogen Company – Augusta, Georgia – May 1977
- BF Shaw – SRP – May 1977-February 1979
- ITT Grinnell Company – Winyah Power Plant, Santee Cooper Georgetown, SC – August 1979-March 1980
- Yeargin Construction Company – AT&T Nassau Metals Recycling, Gaston, SC – March 1980-May 1982
- Harrison Construction Company – Carolina Eastman Co, Columbia, SC – May 1982-November 1982
- Yeargin Construction Company – Carolina Eastman Co, Columbia, SC – November 1982-December 1982
- BF Shaw Construction Co – SRP – June 1983-September 1987
- MK Ferguson Co – SRP – Sept 1987-January 1991
- Applied Engineering Co – Albemarle, Orangeburg SC – Feb 1991-May 1991
- Fluor Daniel – E.I DuPont, Goose Creek SC – August 1991-December 1991
- Applied Engineering Co – Albemarle, Orangeburg SC – Jan 1992-Feb 1992

Mr. Wannamaker has copies of contemporaneous records establishing the time frame of his employment at the jobsites listed up until February of 1992. He also recalls working at the following jobsites in addition to this list

- He worked at Albermarle in Orangeburg, SC repeatedly between 1992 and his retirement in 2014
- The Industrial Company (TIC) at the Cross Generating Station in Pineville, SC between 1992 and his retirement in 2014
- Carolina Eastman in Columbia, SC as a pipefitter between 1992 and his retirement in 2014
- Applied Engineering at DuPont, Goose Creek SC between 1992 and his retirement in 2014
- Guimarin Construction at the correctional center near Bluff Road in Columbia (Alvin Glenn Detention Center) and a brass plant near Aiken, SC

#### **INTERROGATORY NO. 5**

Identify all jobs you have had during your lifetime that are not listed in No. 4 above. As to each, state:

- (a) the general nature of the work you performed (i.e., coal miner, textile worker, etc.)
- (b) the name and location of each job (stating the job site, city; county and state);
- (c) the name and address of each employer for whom you worked;
- (d) the beginning and ending dates of each job or project.

#### **ANSWER:**

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

**INTERROGATORY NO. 6**

As to each exposure to each product listed in the answer to interrogatory number 4, describe by name or other description the person documents which you claim will establish either as a witness and/or documentary evidence the fact of your exposure to the product. For each witness listed, state the witness's complete name, job title or capacity, employer, address and telephone number. For each document listed, state a description of the document, its content and the name, address and telephone number of the custodian of the document.

**ANSWER:**

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

**INTERROGATORY NO. 7**

Identify the disease or injuries for which claim is made by you in the above-captioned Complaint, and as to such disease or injury provide the following information:

- (a) a description of the symptoms of the disease or injury;
- (b) the date you first experienced any of the symptoms of the disease or injury described above;
- (c) the names and address of each doctor or other practitioner of the healing arts who has either examined or treated you for the disease or injury described above and the dates of such treatment or examination; and
- (d) the treatment provided by each doctor or other practitioner of the healing arts for the disease or injury identified above.

**ANSWER:**

Dr. Heather McGinnis Currier told the Wannamakers about his mesothelioma diagnosis in August 2019 following an eight-day hospital stay at the Lexington Medical center in West Columbia. That pathology report is included in the materials submitted in response to the Request for Production of Documents.

Plaintiffs also submit 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 Plaintiffs' List of Medical Providers, included in Exhibit 1. It is impossible to describe all of the symptoms related

to mesothelioma. In short, it is a fatal incurable progressive disease that has altered all aspects of Mr. Wannamaker's life and is ultimately fatal.

**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:**

August 2019. Mesothelioma. Dr. Heather McGinnis Currier.

**INTERROGATORY NO. 9**

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

**ANSWER:**

Medical diagnostic pathology report is dated August 15, 2019. Mr. Wannamaker was made aware of this finding shortly after it was made.

**INTERROGATORY NO. 10**

If you have received any treatment with respect to the disease at issue set forth in your answer to interrogatory number 7, state:

- (a) the name and address of each hospital, clinic or other medical facility at which you were treated or admitted;
- (b) the dates on which said treatment or treatments were rendered including the dates of entry into and discharge from said hospitals, clinics or other medical facility;
- (c) an itemization of the charges rendered by each hospital, clinic or other medical facility;
- (d) the expenses of examination or treatment by any doctors who have examined or treated you.

**ANSWER:**

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Wannamaker's 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. 11**

Identify each physician or other practitioner of the healing arts not previously identified herein who has examined or treated you for any reason end for each such individual so identified provide the following information:

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

**ANSWER:**

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

**INTERROGATORY NO. 12**

Identify each hospital, clinic or other medical facility not previously identified herein at which you had been examined or received medical treatment for each such facility identified provide the following information:

- (a) the reason for such examination or treatment;
- (b) the date of each such examination or treatment;
- (c) if you were an in-patient, the dates of admission to and discharge from such hospital, clinic or medical facility; and
- (d) the diagnosis resulting from each such examination or treatment.

**ANSWER:**

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

**INTERROGATORY NO. 13**

If you are currently receiving medical services or treatment of any nature whatsoever, state:

- (a) the name or names of the person or persons attending you;
- (b) the approximate frequency of said treatment or services; and
- (c) the date you last received said treatment or services.

**ANSWER:**

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

Tommy Wannamaker does not recall having a chest x-ray. He was involved in a car wreck in November 1998 in Swansea, SC. He was hospitalized as a result of this at Richland Memorial Hospital n/k/a Prisma Health Richland Hospital. He believes he may have had a chest x-ray during this time but he does not know for sure. Please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Wannamaker's 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:**

Mr. Wannamaker does not recall ever making a workers compensation claim.

**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:**

Mr. Wannamaker does not recall ever making a social security administration injury-based claim.

**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:**

Mr. Wannamaker does not recall ever being a party to a lawsuit before this one.

**INTERROGATORY NO. 18**

Do you or your counsel have written reports from any physician or practitioner of the healing arts respecting any injuries or diseases which; you have identified in your response to these interrogatories? If so, please attach; a copy of said report or reports to your answers to these interrogatories.

**ANSWER:**

Plaintiffs object that this request is overly broad and unduly burdensome. Subject thereto and without waiving the same, please see Exhibit 1 production included with Plaintiffs' Responses to the Exhibit 2 standing discovery requests, which includes the pathology report regarding Mr. Wannamaker's 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. Plaintiffs state that discovery is ongoing and Plaintiffs reserves the right to supplement this answer should further responsive information comes to light.

**INTERROGATORY NO. 19**

As to any job or jobs on which you allege you were injuriously exposed to asbestos—containing materials, was there any company other than your employer installing or handling asbestos—containing materials at the same job site? If so, please identify each job, its location, and the approximate dates on which you worked on that job and the other company alleged to be installing or handling asbestos-containing materials at that site.

**ANSWER:**

Plaintiffs object to this interrogatory as overly broad, vague and ambiguous. 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 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:**

Plaintiffs object as this Request is not relevant nor reasonably calculated to lead to admissible evidence. Mesothelioma is a signature disease of asbestos exposure and it is undisputed in the medical community that tobacco use of any form is not a cause of malignant mesothelioma. Subject to this objection, to the best of Plaintiffs' knowledge Tommy Wannamaker was not a smoker. He occasionally used chewing tobacco.

Respectfully submitted,

**DEAN, OMAR, BRANHAM, SHIRLEY, LLP**

s/ Jonathan M. Holder

Jonathan M. Holder (SC Bar No. 77935)

Benjamin D. Braly (To be admitted *Pro Hac Vice*)

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

302 N. Market Street, Suite 300

Dallas, Texas 75202

[jholder@dobslegal.com](mailto:jholder@dobslegal.com)

[bbraly@dobslegal.com](mailto:bbraly@dobslegal.com)

[jdean@dobslegal.com](mailto:jdean@dobslegal.com)

Other email: [wgillaspie@dobslegal.com](mailto:wgillaspie@dobslegal.com)

**KASSEL MCVEY, ATTORNEYS AT LAW**

Theile B. McVey (SC Bar No. 16682)

1330 Laurel Street

Post Office Box 1476

Columbia, South Carolina 29202-1476

803-256-4242

803-256-1952 (Facsimile)

[tmcvey@kassellaw.com](mailto:tmcvey@kassellaw.com)

Other email: [emoultrie@kassellaw.com](mailto:emoultrie@kassellaw.com)

**ATTORNEYS FOR PLAINTIFF**

March 16, 2021

Dallas, Texas

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the above and foregoing instrument was served on counsel for all parties via Certified U.S. Mail Return Receipt, U.S. Mail Standard First Class, and/or electronic mail this 16<sup>th</sup> day of March 2021.

/s/ Whitney Gillaspie

Whitney Gillaspie, Paralegal

STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS  
FIRST JUDICIAL CIRCUIT  
C/A No. 2021-CP-38-00240

DALE J. WANNAMAKER, Individually )  
and as Personal Representative of the )  
Estate of TOMMY D. WANNAMAKER, )  
 )  
Plaintiff, )  
v. )  
 )  
3M COMPANY, et al. )  
 )  
Defendants. )  
 )

**COVIL CORPORATION'S  
MOTION FOR SUMMARY JUDGMENT**

Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure, Defendant Covil Corporation moves for summary judgment on Plaintiffs' claims based on a lack of sufficient evidence of exposure to asbestos attributable to Covil.

**INTRODUCTION**

Plaintiff alleges that Covil and other defendants manufactured or are associated with asbestos-containing products that caused Tommy D. Wannamaker to develop mesothelioma. (*See generally* Third Am. Compl. ¶¶ 82–106). As a result, Plaintiff also alleges that she has suffered loss of consortium. (*See id.* ¶¶ 196–99). Plaintiff, however, has not adduced evidence that links Covil, or any product installed, supplied, or disturbed by Covil, to Mr. Wannamaker's alleged asbestos exposure. Covil asks that the Court enter summary judgment in Covil's favor.

**FACTUAL BACKGROUND**

Plaintiff alleges in her Third Amended Complaint that Mr. Wannamaker was exposed to asbestos at numerous job sites in South Carolina, Virginia, and Georgia between 1965 and 1991.



(*Id.* ¶¶ 85–104). He worked as a plumber, pipefitter, and insulator. (*Id.* ¶ 85). Plaintiff’s written discovery responses make the same assertions about Mr. Wannamaker’s alleged asbestos exposure. (See Pl’s. Second Am. Work Sites List (attached as Ex. 1)).

Mr. Wannamaker was deposed in this case over three days in April 2021. During his deposition, Mr. Wannamaker discussed his alleged exposure to asbestos-containing products at length. At no point during the deposition did Mr. Wannamaker 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 Cnty. Recreation Comm’n*, 332 S.C. 54, 61 n.3, 504 S.E.2d 117, 121 n.3 (1998) (citing *Baughman*, 306 S.C. at 115, 410 S.E.2d at 545). Moreover, the party opposing summary judgment may not rely on mere speculation or conjecture to survive a summary judgment motion. *See, e.g., Nelson v. Piggly Wiggly Cent., Inc.*, 390 S.C. 382, 390, 701 S.E.2d 776, 780 (2010) (holding that a non-moving party may not rely on speculation to defeat a motion for

summary judgment). Indeed, “South Carolina courts have consistently held [that] evidence must amount to more than speculation and conjecture” to survive summary judgment. *McKnight v. S.C. Dep’t of Corr.*, 385 S.C. 380, 389, 684 S.E.2d 566, 570 (2009).

### ARGUMENT

#### **I. Covil Is Entitled to Summary Judgment Because 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. Wannamaker 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. She has offered no evidence that Mr. Wannamaker was ever near a product supplied, installed, or disturbed by Covil—much less an asbestos-containing product.

Because there is not even a “scintilla” of evidence that Mr. Wannamaker was regularly,

frequently, and proximately exposed to *any* product supplied or installed by Covil—much less an asbestos-containing product supplied or installed by Covil—it is, as a matter of law, impossible for Covil to be liable to 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 Cannot Maintain a Claim for Loss of Consortium.**

Plaintiff asserts a claim for loss of consortium based on Mr. Wannamaker’s injuries. (*See* Third Am. Compl. ¶¶ 196–99). Under South Carolina law, where an injured person’s claim is barred as a matter of law, a corresponding claim for loss of consortium is also barred. *See Lee v. Bunch*, 373 S.C. 654, 663, 647 S.E.2d 197, 202 (2007).

Because Plaintiff’s liability claims against Covil fail as a matter of law, her loss-of-consortium claim likewise fails.

## **III. Plaintiff Is Not Entitled to Punitive Damages.**

Plaintiff contends that she is entitled to punitive damages. (Third Am. Compl. ¶¶ 143, 202, 206 & 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. Wannamaker was actually exposed to asbestos attributable to Covil, which there is not, there is no evidence of fraud or malice on the part of Covil, and no evidence that any conduct of Covil was willful, wanton, or reckless. Accordingly, even if the Court does

not grant Covil's motion for summary judgment in its entirety, 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 19th day of April, 2022.

/s/ Ashley K. Brathwaite  
Ashley K. Brathwaite  
S.C. State Bar No. 76952  
Ellis & Winters LLP  
P.O. Box 33550  
Raleigh, North Carolina 27636  
Telephone: (919) 865-7000  
Facsimile: (919) 865-7010  
Ashley.Brathwaite@elliswinters.com

*Counsel for Defendant Covil Corporation*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG  
IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT  
VOLUME I  
C/A NO. 2021-CP-3800240

TOMMY D. WANNAMAKER, and  
DALE J. WANNAMAKER,

Plaintiffs,

v.

3M COMPANY et al.,

Defendants.

-----X

REMOTE VIDEOTAPED DEPOSITION OF  
TOMMY D. WANNAMAKER  
Thursday, April 1, 2021

PRIORITY ONE COURT REPORTING SERVICES, INC.  
290 West Mt. Pleasant Ave, Suite 2260  
Livingston, New Jersey 07039  
(718) 983-1234



Page 2

1  
2 Transcript of a statement on the record  
3 in the above-captioned matter, pursuant to  
4 Federal Rules of Civil Procedure by and  
5 before RANDI J. GARCIA, Registered  
6 Professional Reporter, and Notary Public, via  
7 Zoom, on Thursday, April 1, 2021, commencing  
8 at approximately 11:09 a.m.  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Page 3

1 A P P E A R A N C E S:  
2 For the Plaintiffs.  
3 Dean, Omar & Branham, LLP  
4 BY: MR. BENJAMIN BRALY, ESQ.  
5 3900 Elm Street  
6 Dallas, Texas 75226  
7 and  
8 By: Theile McVey, Esq.  
9 Kassel McVey  
10 1330 Laurel Street  
11 Columbia, SC 29201  
12 For Defendant Armstrong Intl.  
13 Fox Rothschild LLP  
14 By: Nick Cherry, Esq.  
15 2 W Washington Street, Suite 1100  
16 Greenville, SC 29601  
17 For Defendants Eastman Chemical Company and  
18 Eastman Kodak Company.  
19 By: Michael R. Daglio, Esq.  
20 McGuireWoods LLP  
21 800 East Canal Street  
22 Richmond, VA 23219-3916  
23 For Defendant South Carolina Public Service  
24 Authority, D/B/A Santee Cooper.  
25 Riley Pope & Laney, LLC.  
By: Ryan W. Pasquini, Esq.  
288 Meeting Street  
Charleston, SC 29401  
For Defendant 3M.  
Bowman & Brooke LLP  
By: Derek D. Tarver, Esq.  
1441 Main Street, Suite 1200  
Columbia, SC 29201  
For Defendants Blackmer Pump Company and  
Zum Industries, LLC.  
Nelson Mullins Riley & Scarborough  
By: David Traylor, Esq.  
Meridian, 17th Floor  
1320 Main Street  
Columbia, SC 29201

Page 4

1 (Continued)  
2 For Defendant Yuba Heat Transfer.  
3 Dickie McCarney & Chilcote  
4 By: Janet K. Meub, Esq.  
5 Two PPG Place, Suite 400  
6 Pittsburgh, PA 15222-5402  
7 For Defendant Great Barrier Insulation.  
8 Pierce Sloan Kennedy & Early LLC  
9 By: Carl E. Pierce, III, Esq.  
10 The Blake-Grimké House  
11 321 East Bay Street (29401)  
12 Charleston, SC 29413-2437  
13 For Defendant AECOM Energy & Construction, Inc.  
14 By: Joseph E. Thoensen, Esq.  
15 Richardson Plowden & Robinson, P.A.  
16 1900 Barnwell Street  
17 Columbia, SC 29201  
18 For Defendant DuPont.  
19 Smith Anderson Blount Dorsett Mitchell & Jernigan, LLP  
20 By: Addie Ries, Esq.  
21 150 Fayetteville Street, Suite 2300  
22 Raleigh, North Carolina 27601  
23 For Defendant Crane Instrumentation & Sampling, Inc.  
24 Kernodle Coleman  
25 By: Stephen M. Kozick, Esq.  
914 Folly Road, Suite 2  
Charleston, SC 29422-3897  
For Defendant Covil Corporation.  
Ellis Winters  
By: Scottie Lee, Esq.  
300 North Greene Street, Suite 800  
Greensboro, NC 27402  
For Defendant Riley Power Inc.  
Pierce Sloan Kennedy & Early LLC  
By: William O. Sweeney IV, Esq.  
The Blake-Grimké House  
321 East Bay Street (29401)  
Charleston, SC 29413-2437

Page 5

1 (Continued)  
2 For Defendant SPI LLC.  
3 Gallivan, White & Boyd P.A.  
4 By: Jessica Laffitte, Esq.  
5 1201 Main Street, Suite 1200  
6 Columbia SC 29201  
7 For Defendants Topbuild, Rust and USFG.  
8 Womble Bond Dickinson (US) LLP  
9 By: Yancey A. McLeod III, Esq.  
10 5 Exchange Street  
11 Charleston, SC 29401  
12 For Defendant Met-Pro Technologies, LLC on  
13 behalf of its Dean Pump Divisions.  
14 Hedrick Gardner Kincheloe & Garofalo, LLP  
15 By: Andy Stein, Esq.  
16 6000 Fairview Rd., Suite 1000  
17 Charlotte, NC 28210  
18 For Defendants Gorman-Rupp Company and FMC  
19 Corporation, on behalf of its former Chicago Pump Business.  
20 Haynsworth Sinkler Boyd, P.A.  
21 By: Denny P. Major, Esq.  
22 1201 Main Street, 22nd Floor  
23 Columbia, SC 29201  
24 For Defendant Starr Davis Companies.  
25 Pierce Sloan Kennedy & Early LLC  
By: Benjamin C. Smoot, Esq.  
The Blake-Grimké House  
321 East Bay Street (29401)  
Charleston, SC 29413-2437  
For Defendant Bahnson, Inc.  
Gallivan, White & Boyd P.A.  
By: Batten Farrar, Esq.  
55 Beattie Place, Suite 1200  
Greenville, SC 29601  
For Defendant ViacomCBS Inc.  
Evert Weathersby Houff  
By: Lawrence D. Wilson, Esq.  
3455 Peachtree Road NE, Suite 1550  
Atlanta, GA 30326

Page 6

1 (Continued)

2

3 For Defendants Cleaver-Brooks, Inc., the  
Flowsolve Corporation f/k/a The Duriron  
Company, Inc.  
Womble Bond Dickinson (US) LLP  
By: Kimberly Sullivan, Esq.  
One Wells Fargo Center  
Suite 3500  
301 South College Street  
Charlotte, NC 28202-6037

8

9 For Defendant IMO Industries, Inc.  
Dougall & Collins  
By: William A. Collins, Jr., Esq.  
1700 Woodcreek Farms Road  
Elgin, SC 29045

12

13 For Defendant The William Powell Company.  
Nelson Mullins Riley & Scarborough  
By: Deirdre S. Meccool, Esq.  
Liberty Center | Suite 600  
151 Meeting Street  
Charleston, SC 29401

16

17 For Defendant Weir Valves & Controls USA,  
Inc.  
Nelson Mullins Riley & Scarborough  
By: Nicholas A. Charles, Esq.  
Meridian, 17th Floor  
1320 Main Street  
Columbia, SC 29201

21

22 For Defendants Nassau Metals Corp. and  
Nokia of America Corp. as successor to  
Bell Telephone Laboratories.  
Riley, Safer, Holmes & Cancila, LLP  
By: Harry Chipeta Jr., Esq.  
70 W. Madison Street, Suite 2900  
Chicago, Illinois 60602

25

Page 8

1 (Continued)

2 For Defendant IP.  
Forman Watkins & Krutz, LLP  
By: Jean M. Folsom, Esq.  
210 East Capitol Street, Suite 2200  
Jackson, Mississippi 39201

4

5 For Defendant Flowsolve US, Inc.  
Robinson Gray  
By: Rachel M. Hutchens, Esq.  
1310 Gadsden Street  
Columbia, SC 29201

7

8 For Defendant Bonitz, Inc.  
Gallivan, White & Boyd P.A.  
By: William P. Maurides, Esq.  
By: Daniel B. White, Esq.  
55 Beattie Place, Suite 1200  
Greenville, SC 29601

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Page 7

1 (Continued)

2 For Defendants Daniel International  
Corporation, Fluor Enterprises, Inc., Fluor  
3 Daniel Services Corporation, and Fluor  
Constructors International, Inc.  
Haynsworth Sinkler Boyd  
By: Moffatt G. McDonald, Esq.  
1 North Main Street, 2nd Floor  
Greenville, SC 29601-2772

6

7 For Defendant Crane Co.  
K&L Gates, LLP  
By: Tara C. Sullivan, Esq.  
By: Melissa M. Yates, Esq.  
134 Meeting Street, Suite 500  
Charleston, SC 29401

9

10 For Defendants BW/IP, Inc. and its Wholly-Owned Subsidiaries.  
Richardson Plowden & Robinson, P.A.  
By: Megan C. White, Esq.  
235 Magrath Darby Blvd., Suite 100  
Mount Pleasant, SC 29464

12

13 For Defendant 4520 Corp., Inc.  
White and Williams, LLP  
By: Christian J. Singewald, Esq.  
600 North King Street, Suite 800  
Wilmington, DE 19801

15

16 For Defendants Honewell International Inc. and Advansix Inc.  
Nelson Mullins Riley & Scarborough  
By: James Glenn, Esq.  
1320 Main Street  
Columbia, SC 29201

18

19 For Defendants Goulds, Grinnell LLC and ITT LLC.  
Nelson Mullins Riley & Scarborough  
By: Robert Meriwether, Esq.  
1320 Main Street  
Columbia, SC 29201

21

22

23

24

25

Page 9

1 (Continued)

2 For Defendant Ethyl Corporation.  
Nelson Mullins Riley & Scarborough  
By: G. Mark Phillips, Esq.  
1320 Main Street  
Columbia, SC 29201

4

5 For Defendants Southern Insulation, Inc., Starr  
Davis Company, Inc. and Starr Davis Company of S.C., Inc.  
Pierce Sloan Kennedy & Early LLC  
By: Daniel F. Lynch IV, Esq.  
321 East Bay Street (29401)  
Charleston, SC 29413-2437

8

9

10 Also Present: Videographer, Lee Bowery  
Concierge Technician, James Fenoff  
Megan Driggers, Esq.

11

12

13

INDEX TO EXHIBITS

EXHIBIT	DESCRIPTION	PAGE
14 Exhibit 1	photo	16
Exhibit 2	photo	18
15 Exhibit 3	photo	18
Exhibit 4	photo	19
16 Exhibit 5	photo	20
Exhibit 6	photo	21
17 Exhibit 7	US Department of Energy Personnel Security Questionnaire.	30
18 Exhibit 8	resume	34
Exhibit 9	Second Amended Exhibit A to the standard rogs	40
19 Exhibit 10	photo	45
20 Exhibit 11	photo	46
Exhibit 12	photo	47
21 Exhibit 13	photo	50
Exhibit 14	photo	52

22

I N D E X

23

WITNESS: TOMMY WANNAMAHER  
EXAMINATION PAGE

24 By Mr. Braly: .....12

25 By Ms. Sullivan: .....72

Page 10

1 \* \* \* \*

2 MR. McDONALD: This is Mott McDonald.

3 I represent some of the defendants in this

4 case and just would state the following, a

5 lot of which, I think, Ben can agree with

6 or maybe all of it. We are taking the

7 deposition today pursuant to the South

8 Carolina Rules of Civil Procedure. All

9 objections, except as to the form of the

10 question are reserved.

11 Everyone waives any issue with the

12 remote administration of the oath, since

13 we are doing this over the computer.

14 I think we will stipulate that an

15 objection by one defendant is good for

16 all, and that way the court reporter can

17 just note defense counsel for the record.

18 And on behalf of my clients and I

19 would say probably for every defendant in

20 the deposition, we are -- this is a pretty

21 newly filed case, and I'm not 100 percent

22 sure all my defendants have been served.

23 So obviously, I'm cooperating here today,

24 but by appearing today, I'm not waiving

25 any defenses including but not limited to

Page 11

1 lack of service of process or personal

2 jurisdiction or any defense.

3 But we are here today to participate,

4 Ben. We will clear up any issues like

5 that afterwards, but we need to reserve

6 those rights.

7 MR. BRALY: That's fine. On behalf

8 of plaintiffs I want to thank the

9 defendants for agreeing to participate in

10 this deposition. I do realize this is a

11 recently-filed case, and so thank you.

12 MR. McDONALD: Okay. With that, I

13 will be quiet.

14 THE VIDEOGRAPHER: Good morning. We

15 are going on the record at 11:09 a.m.

16 Eastern time on April 1st, 2021.

17 Please note that audio and video

18 recording will continue to take place

19 unless all parties agree to go off the

20 record.

21 This is media unit 1 of the video

22 recorded remote, virtual deposition of

23 Tommy D. Wannamaker, in the matter of

24 Tommy D. Wannamaker, et al. versus 3M

25 Company, et al. filed in the Court of

Page 12

1 Common Pleas for the First Judicial

2 Circuit State of South Carolina, County of

3 Orangeburg, CA number 2021CP3800240.

4 My name is Lee Bowery from the firm

5 of Priority One, a Veritext company, and I

6 am the videographer.

7 The court reporter is Randi Birnhak

8 Garcia, and the concierge technician is

9 James Fenoff, also with Priority One.

10 I am not authorized to administer an

11 oath. I am not related to any party in

12 this action, nor am I financially

13 interested in the outcome.

14 Counsel attending remotely will be

15 noted on the stenographic record.

16 Will the court reporter please swear

17 in the witness.

18 \* \* \* \* \*

19 Tommy D. Wannamaker, after having been first

20 duly sworn, was examined and testified as

21 follows:

22 THE VIDEOGRAPHER: Thank you. We may

23 proceed.

24 EXAMINATION

25

Page 13

1 BY MR. BRALY:

2 Q. Good morning.

3 A. Good morning.

4 Q. Mr. Wannamaker, would you please

5 introduce yourself to the members of the jury

6 who might be seeing this video recording.

7 A. My name is Tommy Dan Wannamaker.

8 Q. Tommy, we've met; I'm your attorney

9 in this lawsuit that you asked us to file on

10 your behalf; right?

11 A. Yes.

12 Q. Because of the -- hopefully, the

13 ending or the end days of the COVID pandemic,

14 we still have to do these things through video

15 conferencing. So that's where I get to see

16 my -- my office in Dallas with the unassembled

17 furniture in the corner that I need to do

18 something about, and why you are in your home

19 in South Carolina.

20 Can you tell us where it is that

21 you're living in South Carolina? What city?

22 A. I'm living in West Columbia, South

23 Carolina.

24 Q. And before you moved to West

25 Columbia, where did you live? What town?

Page 14

1 A. Lived in Swansea, South Carolina.  
 2 Q. Did you grow up in Swansea?  
 3 A. Yes.  
 4 Q. What is your birthday?  
 5 A. November 11th, 1945.  
 6 Q. All right. So you just turned 75  
 7 years old?  
 8 A. Yes.  
 9 Q. Now, I've met your wonderful wife,  
 10 but why don't you tell us a little bit about  
 11 her, about your wife.  
 12 A. She is a great homemaker. She is a  
 13 very intelligent person. And she takes care of  
 14 me now as well as can be expected.  
 15 Q. Why don't we take a moment here and  
 16 just introduce her to everyone. What is your  
 17 wife's name?  
 18 A. Dale Wannamaker.  
 19 Q. When did you and Dale get married?  
 20 A. [REDACTED].  
 21 Q. So today is April Fool's day in 2021,  
 22 so I'm guessing that means you guys just had  
 23 your 52nd wedding anniversary; is that right?  
 24 A. Yes.  
 25 Q. Did you and Dale -- did you guys have

Page 15

1 children?  
 2 A. Yes, we had two children.  
 3 Q. Why don't you go ahead and just tell  
 4 us -- yeah, tell us a little bit about your  
 5 family.  
 6 A. We had -- like I said, we got married  
 7 in 1969, and we waited four years to have our  
 8 first child, Sharon. And four years later to  
 9 have our second child, Shelly. And we really  
 10 love each other and we've grown as a family.  
 11 Q. Do you have any grandkids?  
 12 A. I have one grandchild.  
 13 Q. And what is her name?  
 14 A. Taylor Davis.  
 15 Q. And she's Shelly's kid; correct?  
 16 A. Correct.  
 17 Q. Do you remember how it is that you  
 18 and Dale met each other?  
 19 A. Yes. We lived just a few miles apart  
 20 in a rural area of Swansea, and we rode the  
 21 school bus together. I was a few years older,  
 22 and I would kind of pick at -- tease her  
 23 sometimes. As I look back, and back then she  
 24 was very light, very skinny-like, and I'd pick  
 25 at her about, you know, the shoulder bones. I

Page 16

1 guess she thought that was funny.  
 2 Q. Do you -- so you guys knew each other  
 3 when you were in school, when you were still in  
 4 high school?  
 5 A. Oh, yes.  
 6 Q. Do you remember where you went on  
 7 your first date or how that came about?  
 8 A. Yes. I asked her to go to see a  
 9 movie with me and she agreed. And so I -- I  
 10 took her to a theater in Columbia.  
 11 Q. Do you remember what you saw?  
 12 A. To see -- to see Hank Williams, his  
 13 biography. That is when I held her hand at the  
 14 movie.  
 15 (Thereupon, Exhibit 1 was marked for  
 16 identification.)  
 17 BY MR. BRALY:  
 18 Q. All right. I want to go through some  
 19 of the photographs that you guys have been kind  
 20 enough to provide to us and just talk to you  
 21 about them some.  
 22 The first one of these -- and we will  
 23 have this first one marked as Exhibit Number 1.  
 24 But can you see this on your screen right now?  
 25 A. I can see part of it, just a football

Page 17

1 and arms and legs.  
 2 Q. Let me see if I can fix this a little  
 3 bit. Is that any better on your end?  
 4 A. No.  
 5 Q. No?  
 6 A. No.  
 7 Q. This is something that we're going to  
 8 have to address. And we should probably do it  
 9 now. And I will probably need Ms. McVey's help  
 10 on that, because she is out there with you  
 11 guys. And I don't know right now.  
 12 MS. McVEY: What do you need?  
 13 MR. BRALY: I need you to adjust the  
 14 photographs so he can view it on his  
 15 screen.  
 16 MS. McVEY: He can see it. He has  
 17 it.  
 18 BY MR. BRALY:  
 19 Q. Okay. Tommy, can you see this  
 20 photograph on the screen right now?  
 21 A. Oh, yes.  
 22 Q. All right. Who is this fellow?  
 23 A. That is me.  
 24 Q. Can you tell us about your days  
 25 playing football at Swansea High School?

Page 18

1 A. Yes, I played four years of high  
 2 school ball. I started in the tenth grade. I  
 3 started playing center on offense, linebacker  
 4 on defense. And senior year I was named  
 5 captain of the football team, which surprised  
 6 me, but I was grateful for that.  
 7 Q. Sure. Sure. You were an athletic  
 8 young man, I take it?  
 9 A. Yes. I played baseball also.  
 10 Q. This next one I wanted to show you,  
 11 who are these kids?  
 12 A. That's me and my wife.  
 13 Q. All right. So this would have been  
 14 you guys in March of 1969?  
 15 A. Correct.  
 16 (Thereupon, Exhibit 2 was marked for  
 17 identification.)  
 18 (Thereupon, Exhibit 3 was marked for  
 19 identification.)  
 20 BY MR. BRALY:  
 21 Q. Oh, that last picture we will have  
 22 marked as Exhibit Number 2.  
 23 Give me just a moment. All right.  
 24 Is this you?  
 25 A. Yes.

Page 19

1 Q. All right. This photograph will be  
 2 Exhibit Number 3. This appears to be, just  
 3 judging by the cake, this might be Shelly's  
 4 first birthday party?  
 5 A. Looks like it, yes.  
 6 Q. You had a lot more hair back then.  
 7 A. Yes. That is when I was in high  
 8 school, I really had it down to my neck  
 9 sometimes, it seemed like.  
 10 Q. Judging by the age of Shelly, this  
 11 picture would have been sometime in the late  
 12 1970s. Is that about right?  
 13 A. Yes.  
 14 Q. This is the family, your wife and  
 15 your two girls that you guys raised together;  
 16 right?  
 17 A. Yes.  
 18 (Thereupon, Exhibit 4 was marked for  
 19 identification.)  
 20 BY MR. BRALY:  
 21 Q. The next photograph I want to show  
 22 you is going to be Exhibit Number 4. Do you  
 23 remember where this was, where this picture was  
 24 taken?  
 25 A. I remember we used to go to -- mostly

Page 20

1 to -- if we went on vacation it would be mostly  
 2 to a family-type beach to start with, like  
 3 going to the city, Surfside Beach in -- that's  
 4 the Myrtle Beach area.  
 5 Q. All right. Just judging by the age  
 6 of the girls here in this picture, I take it  
 7 this would have been sometime in the early part  
 8 of the 1980s. Is that about right?  
 9 A. Yes.  
 10 (Thereupon, Exhibit 5 was marked for  
 11 identification.)  
 12 BY MR. BRALY:  
 13 Q. The next picture I have for you, this  
 14 one is a little bit odd, and I want you to try  
 15 to explain this. This be Exhibit Number 5.  
 16 When I first saw this picture I thought it was  
 17 a picture of a house. What is -- what is the  
 18 significance of this photo?  
 19 A. This is my daughter's garden I used  
 20 to plant. And how I keep it up, really. I  
 21 mean, it's a -- it's a nice, you know,  
 22 cultivated garden, and I just thought it was a  
 23 fun thing to do.  
 24 Q. Is this your old -- not your old  
 25 house, but the house that you lived in most of

Page 21

1 your adult life anyway?  
 2 A. Yes.  
 3 Q. This was the house on Basel Road;  
 4 correct?  
 5 A. Yes.  
 6 Q. This garden that we are looking at in  
 7 front of us, with the trellis running along the  
 8 fence with the vines, was this your entire  
 9 garden or did you have more gardens than this?  
 10 A. Yes, I had a little shop, pretty  
 11 close to that garden there, and out back of the  
 12 house. And I made another garden on the other  
 13 side of the shop where we had blueberries on  
 14 the other side, too, blueberry plants. So I  
 15 decided to put another garden there. And then  
 16 that wasn't enough, so on the other side of the  
 17 fence that you see, on the lower side, I  
 18 cleaned up the area for another garden.  
 19 Q. How many gardens did you have when  
 20 you ended up leaving this property?  
 21 A. Just those three.  
 22 Q. Were they all about this size that we  
 23 are seeing here in this photo?  
 24 A. No. They was smaller than this.  
 25 They was smaller than we see in the photo.

Page 22

1 (Thereupon, Exhibit 6 was marked for  
 2 identification.)  
 3 BY MR. BRALY:  
 4 Q. And the last -- the last photo I want  
 5 to show you here, and this will be Exhibit  
 6 Number 6, is this one right here. What in the  
 7 world are we looking at here?  
 8 A. We are looking at a giant cabbage.  
 9 Shelly brought this small plant home and she  
 10 wanted to plant it, so we planted that  
 11 together, and that is what happened.  
 12 Q. Right. Right. You grew this giant  
 13 cabbage, did you not?  
 14 A. Yes.  
 15 Q. Was this the kind of thing that you  
 16 enjoyed doing with your gardening?  
 17 A. Yes. I just enjoyed getting out and  
 18 taking care of -- watching stuff grow and  
 19 taking care of stuff.  
 20 Q. Right. I actually think one of the  
 21 things -- I think you said it, and I may have  
 22 just overlooked it, but this young lady in the  
 23 photo, this is your granddaughter Taylor;  
 24 right?  
 25 A. No, that is my daughter. No, Taylor?

Page 23

1 Oh, yes. I'm sorry. Get mixed up.  
 2 Q. All right. All right. You know, we  
 3 are going to talk about your working career,  
 4 but like most people of your age you eventually  
 5 got to a retirement point in your life; right,  
 6 a time when you stopped working; true?  
 7 A. True.  
 8 Q. Do you remember what year you stopped  
 9 working or that you retired?  
 10 A. Around 2014.  
 11 Q. Okay. And after you retired, did you  
 12 just -- I mean, were you primarily just  
 13 enjoying being retired and gardening?  
 14 A. Well, I had a lot of other things  
 15 going on too. I had a lot of other things to  
 16 do. Gardening was just a part of what I had  
 17 done.  
 18 Q. Why don't you tell us a little bit  
 19 more about some of the other things that you  
 20 did.  
 21 A. Mainly was cutting wood and gathering  
 22 the wood and splitting it for our heater in the  
 23 house. In the wintertime we used that heater  
 24 for heat. Summertime be cutting grass, keeping  
 25 the yards clean. Size the garden, you know, in

Page 24

1 the summer.  
 2 Q. Right. So splitting wood, I mean,  
 3 I've done this before. I can't say it's my  
 4 favorite pastime in the world. Would you  
 5 consider that to be a physically difficult  
 6 thing to do?  
 7 A. Yes.  
 8 Q. Were you actually splitting the wood,  
 9 like, with a maul and a wedge or were you  
 10 running it through a splitter?  
 11 A. I didn't have a splitter. A maul and  
 12 wedges.  
 13 Q. Let's evaluate what we're doing right  
 14 now. We're recording your testimony, the  
 15 things that you're saying right now, they are  
 16 being written down. And you understand that;  
 17 correct?  
 18 A. Yes.  
 19 Q. And you have been put under oath,  
 20 which means what you're telling us is under the  
 21 penalty of perjury. And you understand that  
 22 too; correct?  
 23 A. Yes.  
 24 Q. And you're doing all -- you've never  
 25 done anything like this before; right?

Page 25

1 A. No.  
 2 Q. And we have all these people who are  
 3 also watching you right now on this Zoom  
 4 conference, who are lawyers who may ask you  
 5 questions after I get done. And you understand  
 6 that too; right?  
 7 A. Yes.  
 8 Q. All right. You understand that this  
 9 is all part of a lawsuit that you asked us to  
 10 file on your behalf in state court in South  
 11 Carolina related to a disease that you have  
 12 been diagnosed with; is that right?  
 13 A. Yes.  
 14 Q. Were you diagnosed with a disease?  
 15 A. Yes.  
 16 Q. Do you know the name of the disease  
 17 you were diagnosed with?  
 18 A. Yes, mesothelioma.  
 19 Q. When -- when were you told that you  
 20 had mesothelioma?  
 21 A. August 2019.  
 22 Q. Okay. Now, Tommy, are you the kind  
 23 of guy that goes to the doctor every time you  
 24 get the sniffles?  
 25 A. No. No.

Page 26

1 Q. Okay. What happened with you that  
 2 made you realize, you know, I've got a problem  
 3 and I need to go to the doctor to get checked  
 4 out?  
 5 A. I was splitting that wood we were  
 6 talking about. I would come home and I started  
 7 coughing, and I couldn't stop. It was a dry  
 8 hacking cough, and that went on for days, you  
 9 know. I finally decided to go to get it  
 10 checked to see what was wrong.  
 11 Q. Okay. Do you remember what the  
 12 doctors were telling you initially about what  
 13 they thought might be wrong with you?  
 14 A. Yes. Swansea Med, it's part of  
 15 Lexington Medical Center, thought maybe it  
 16 could be bronchitis. And after a day or so  
 17 they decide -- I went back, they decided to  
 18 take an x-ray and said it could be a small  
 19 amount of pneumonia in my lung.  
 20 Undoubtedly, they were wrong. It  
 21 wasn't -- I had to go to the Lexington Medical  
 22 Center.  
 23 Q. Did they run more tests on you at the  
 24 medical center?  
 25 A. Yes.

Page 27

1 Q. What kinds of tests? What do you  
 2 recall them doing?  
 3 A. More x-rays. Sent me to a doctor  
 4 authorized to -- I forget the name of it. Just  
 5 a lot more tests. I don't -- I don't know.  
 6 Q. Sure. When you found out, when they  
 7 eventually told you that you had mesothelioma,  
 8 did you really know much about it at all?  
 9 A. No.  
 10 Q. Okay. Since you've been diagnosed,  
 11 do you -- do you have, kind of, an  
 12 understanding about whether or not people  
 13 typically recover from mesothelioma?  
 14 A. As I understand it, there is no  
 15 recovery from this disease.  
 16 Q. Since you've been diagnosed, have you  
 17 been fighting, basically, have you been doing  
 18 what you can do to help stave off the  
 19 progression of your cancer?  
 20 A. I exercise or -- you can't.  
 21 Q. Treatments. Okay. Since you you've  
 22 been diagnosed, have you been treating your  
 23 mesothelioma with your medical professionals?  
 24 A. Yes, I have treatments.  
 25 Q. We are going to talk about that later

Page 28

1 on; okay?  
 2 Tommy, do you have an understanding  
 3 about what it is that causes mesothelioma?  
 4 A. Yes.  
 5 DEFENSE COUNSEL: Objection to form.  
 6 BY MR. BRALY:  
 7 Q. What is your understanding, Tommy,  
 8 about what causes mesothelioma?  
 9 DEFENSE COUNSEL: Same objection.  
 10 THE WITNESS: Asbestos.  
 11 BY MR. BRALY:  
 12 Q. Tommy, during your working life, were  
 13 you exposed to asbestos in the workplace?  
 14 A. Yes.  
 15 Q. So I'm going to ask you some  
 16 questions about your working life; okay? But I  
 17 want to start with, what was the primary job  
 18 title that you had while you were working in  
 19 the workplace? What was your job?  
 20 A. Job title was pipe fitter.  
 21 Q. Broadly speaking, can you tell us  
 22 what it is that a pipe fitter does?  
 23 A. Pipe fitter takes measurements on the  
 24 pipe he needs to install. He cuts the pipe to  
 25 the length he needs, grinds -- grinds and makes

Page 29

1 the bevels on the pipe, or either, if he's  
 2 putting on flanges, it's a straight cut, and  
 3 then we installed the pipe. We do repairs on  
 4 jobs, break flanges, pumps, valves, change out  
 5 the gaskets. Sometimes we have to clean the  
 6 gasket surface. And I have to support the  
 7 pipes.  
 8 Q. Would it be fair to say that -- that  
 9 as a pipe fitter you would be responsible for  
 10 taking care of the piping systems that were in  
 11 a given facility?  
 12 A. Yes.  
 13 Q. Okay. In some facilities, is it true  
 14 that you might be installing new piping  
 15 systems?  
 16 A. Yes.  
 17 Q. And in some facilities would it be  
 18 true that you would be maintaining existing  
 19 piping systems?  
 20 A. Yes.  
 21 Q. What kinds of piping systems were  
 22 these? Meaning, what kind of whatever would be  
 23 going through these piping systems?  
 24 A. Water, steam, and chemicals.  
 25 Q. Tommy, what I want to do is talk to

Page 30

1 you about your working history as far as where  
 2 you worked and for whom; okay? And I want to  
 3 do that by showing you a document. But before  
 4 I show it to you, I want to just ask you. At  
 5 one point in your life you worked at a facility  
 6 known as the Savannah River Project in South  
 7 Carolina; correct?  
 8 A. Yes.  
 9 Q. Okay. In fact, this project is on  
 10 the border between South Carolina and the state  
 11 of Georgia; is that right?  
 12 A. Yes.  
 13 Q. And this project is part of the  
 14 federal government, which is why it's not a  
 15 part of your lawsuit. And you understand that;  
 16 right?  
 17 A. Yes.  
 18 Q. When you applied for that job, the  
 19 federal government made you fill out, kind of,  
 20 a security questionnaire; is that accurate?  
 21 A. Yes.  
 22 Q. In that questionnaire you listed out  
 23 where you had previously worked; is that right?  
 24 A. Yes.  
 25 (Thereupon, Exhibit 7 was marked for

Page 31

1 identification.)  
 2 Q. So what I want to do is show you  
 3 Exhibit Number 7, and ask you if you can see  
 4 this on your screen.  
 5 A. Yes.  
 6 Q. At the very top it says, "US  
 7 Department of Energy Personnel Security  
 8 Questionnaire".  
 9 Do you see that?  
 10 A. Yes.  
 11 Q. You're listed here, and that is you;  
 12 right, Tommy Dan Wannamaker?  
 13 A. Yes.  
 14 Q. And under that present residence it's  
 15 your address on Basel Road in Swansea; right?  
 16 A. Yes.  
 17 Q. When we go down to the section  
 18 entitled "employment", can you see this?  
 19 A. I can barely see it. It's not  
 20 enlarged. If anything, it is small.  
 21 Q. Was that -- did that get bigger on  
 22 your screen when I did --  
 23 A. Yes.  
 24 Q. Good. I can increase that even some  
 25 more. We see that there are specific months

Page 32

1 and years listed here where you worked for  
 2 various companies; right?  
 3 A. Right. Yes.  
 4 Q. For example, between November of  
 5 1968, October of 1974, you worked for a company  
 6 called WO Blackstone; right?  
 7 A. Yes.  
 8 Q. And in 1974 to '75 you worked for a  
 9 company called Joe Hanson. And after that you  
 10 worked for Daniels Construction. And it goes  
 11 on and on like that; correct?  
 12 A. Yes.  
 13 Q. Okay. Is this list, for the most  
 14 part, an accurate reflection of where you  
 15 worked?  
 16 A. Yes.  
 17 Q. There were some things that you  
 18 pointed out to me, like, at this job for WO  
 19 Blackstone they list you as a plumber.  
 20 Do you see that?  
 21 A. Yes.  
 22 Q. Were you a plumber?  
 23 A. No. I wasn't ever listed as a  
 24 plumber.  
 25 Q. What do you feel like that should

Page 33

1 have said?  
 2 A. Pipe fitter.  
 3 Q. At some of these jobs down here, and  
 4 I'm going to pick one of them at random, let's  
 5 take this one right here, from March of 1980 to  
 6 May of 1982, this one here, where it says you  
 7 worked for Yeargin Construction Company in  
 8 Gaston, South Carolina. It says you were a  
 9 welder.  
 10 Do you see that?  
 11 A. Yes.  
 12 Q. When it says you were a welder, were  
 13 you only welding or were you doing pipe fitting  
 14 work as well?  
 15 A. I was doing both. I mean, they  
 16 expect you to do both. You have to work as a  
 17 team. Teamwork involves working together,  
 18 helping each other.  
 19 Q. All right. I'm going to continue  
 20 through this document and then we will look at  
 21 another one; okay?  
 22 You list out your family, including  
 23 your brothers, your father, your stepfather,  
 24 your sister, your wife and your daughters;  
 25 right?

Page 34

1 A. Yes.  
 2 Q. Then you have this reference for Fred  
 3 Henry Harley, who you apparently knew for 22  
 4 years; correct?  
 5 A. Correct.  
 6 Q. This is your signature down here in  
 7 this verification; right?  
 8 A. Yes.  
 9 Q. You signed it on December 9, 1987 at  
 10 the Savannah River Project; is that right?  
 11 A. Yes.  
 12 Q. And this was for your employment at  
 13 that time with what is commonly known as  
 14 Morrison-Knudsen Company; correct?  
 15 A. Yes.  
 16 Q. Thank you for going through that with  
 17 me.  
 18 One more document that I wanted to  
 19 ask you about, and then I'm going to ask you  
 20 something about both of them together; okay?  
 21 Another document that you gave to me  
 22 is what we are going to mark as Exhibit  
 23 Number 8, sir. This is your resume; correct?  
 24 A. Yes.  
 25 (Thereupon, Exhibit 8 was marked for

Page 35

1 identification.)  
 2 BY MR. BRALY:  
 3 Q. Under "experience" the last job that  
 4 is listed is dated December 1991; right?  
 5 A. Right.  
 6 Q. Because of that, and because you've  
 7 already told us that you worked until 2014, do  
 8 you place the year of this resume sometime in  
 9 the early part of 1992?  
 10 A. Yes.  
 11 Q. This resume lists out additional jobs  
 12 that you had, including who your foreman was  
 13 for each of those jobs; fair?  
 14 A. Yes.  
 15 Q. And we see, for example, when you  
 16 worked for Fluor Daniel at the E.I. DuPont  
 17 facility in Goose Creek, South Carolina, that  
 18 you listed that you were doing plant  
 19 maintenance work, including on carbon stainless  
 20 steel pipe and structural pipe; correct?  
 21 A. I remember the structural part.  
 22 Q. I was just reading what it says.  
 23 Okay, regardless, the resume laid out some of  
 24 the job activities that you did at each of  
 25 these jobs; fair?

Page 36

1 DEFENSE COUNSEL: Object to form.  
 2 THE WITNESS: Yes.  
 3 BY MR. BRALY:  
 4 Q. If we scroll down, we see in  
 5 September of 1987 that you worked for  
 6 Morrison-Knudsen at SRP. Again, that was the  
 7 security form we just looked at.  
 8 We also see jobs, for example, at  
 9 Harrison Construction Company at the Carolina  
 10 Eastman facility in Columbia, South Carolina.  
 11 Do you see that?  
 12 A. Yes.  
 13 Q. Where you did welding and pipe  
 14 fitting; right?  
 15 A. Right. Yes.  
 16 Q. And that you worked at Yeargin at the  
 17 AT&T Nassau Metals Recycling Center in Gaston.  
 18 A. Yes.  
 19 Q. So between those two documents,  
 20 Exhibit 7 and Exhibit 8, which are the SRP  
 21 security form and your resume, I wanted to ask  
 22 you some questions about this.  
 23 First, did you have those documents  
 24 in your possession? Like, were they in your  
 25 house? Were you able to give them to me?

Page 37

1 A. Yes.  
 2 Q. Were these the same documents as they  
 3 were when they were created, meaning your  
 4 resume from 1992 hasn't been changed or altered  
 5 in the years that have gone by? It's the same  
 6 document as it was there; right?  
 7 A. Yes.  
 8 Q. And the same is true about the  
 9 security form from 1987. That is a document  
 10 that hasn't been changed or anything. That is  
 11 the same document that it was when it was  
 12 created in 1987; right?  
 13 A. Yes.  
 14 Q. Between those two documents, and  
 15 your -- actually, before I ask that question,  
 16 let me just ask it like this. In addition to  
 17 those two documents, it's true that you have  
 18 been asked and you've been thinking about  
 19 places where you have worked in your  
 20 professional career; right?  
 21 A. Yes.  
 22 Q. And you've been trying to provide us  
 23 with information about where you worked in your  
 24 professional career; true?  
 25 A. Yes.

Page 38

1 Q. What I want to show you now is  
 2 something that we created, because we are  
 3 required to by South Carolina law. And it is a  
 4 listing of job sites where you worked over the  
 5 course of your lifetime. And you've seen this  
 6 document; true?  
 7 A. Yes.  
 8 Q. Okay. Okay. There were some  
 9 editions to this document that I want to ask  
 10 you about that weren't on the other two  
 11 documents. For example, Exhibits 7 and 8 did  
 12 not list this Anheuser-Busch facility in  
 13 Albany, Georgia between February and  
 14 August 1979.  
 15 Do you remember working at an  
 16 Anheuser-Busch facility in Albany, Georgia in  
 17 the late 1970s?  
 18 A. Yes.  
 19 MS. McVEY: Can you make it bigger,  
 20 Ben? Now I can see it.  
 21 BY MR. BRALY:  
 22 Q. Do you see that?  
 23 A. Yes.  
 24 Q. In addition -- your resume ended in  
 25 1992. There is a section at the bottom of this

Page 39

1 page that lists out additional jobs that you  
 2 also remember working at, like the Albemarle  
 3 Chemical Facility in Orangeburg, South  
 4 Carolina. Do you remember working at Albemarle  
 5 in Orangeburg?  
 6 DEFENSE COUNSEL: Object to form.  
 7 THE WITNESS: Yes.  
 8 BY MR. BRALY:  
 9 Q. Do you remember working for the  
 10 industrial company? It's a cross-generating  
 11 station in Pineville.  
 12 A. Yes.  
 13 Q. We've talked -- your resume mentions  
 14 Carolina Eastman and DuPont Goose Creek. But  
 15 you worked at these locations multiple times  
 16 over the course of your career; is that right?  
 17 A. Yes.  
 18 Q. Okay. This -- I'm not going to say  
 19 this right. Is this Guimarin Construction?  
 20 How do you say that?  
 21 A. Guimarin.  
 22 Q. Is it Guimarin?  
 23 A. Yes.  
 24 Q. Pronunciations sometimes escape me.  
 25 This is a correctional center near Pine Bluff

Page 40

1 road in Columbia. Do you recall working there?  
 2 A. Yes.  
 3 Q. Do you recall working at a brass  
 4 plant near Akin, South Carolina?  
 5 A. Yes.  
 6 Q. Then the last one on this listing had  
 7 to do with an International Paper facility near  
 8 Sumter, South Carolina on Union Camp Boulevard.  
 9 Do you remember working there as well?  
 10 A. Yes.  
 11 Q. Now, if I understand it correctly,  
 12 that International Paper facility was not a  
 13 paper mill but it was a different kind of  
 14 facility. Is that -- is that your recollection  
 15 or no?  
 16 A. They had rolls of -- of white paper.  
 17 Q. Okay. But this was finished -- this  
 18 was finished paper; right?  
 19 A. Right.  
 20 (Thereupon, Exhibit 9 was marked for  
 21 identification.)  
 22 BY MR. BRALY:  
 23 Q. That document will be Exhibit 9, the  
 24 Second Amended Exhibit A to the standard rogs.  
 25 Tommy, how are you doing? We've been

Page 41

1 going for about an hour here. I probably have  
 2 about another half hour to go with you.  
 3 A. I'm doing fine.  
 4 Q. Tommy, I want to ask you some more  
 5 about what you were talking about, what you  
 6 were doing when you were pipe fitting; okay?  
 7 You said that you would take  
 8 measurements and that you would cut pipe and  
 9 that you would do grinding, you would do  
 10 beveling, you would weld flanges onto pipes.  
 11 You also talked about breaking pipes and  
 12 scraping gasket material. And I want to talk  
 13 to you about that some; okay?  
 14 As far as it relates to your work as  
 15 a pipe fitter, the things that you did, what --  
 16 what do you believe exposed you to asbestos?  
 17 A. I would say working around welders,  
 18 pipe fitters, even millwrights, electricians,  
 19 insulators. It just spread, the fibers and  
 20 breaking the -- breaking the flanges apart,  
 21 like, on the valves and to rework the -- we had  
 22 to scrape the -- scrape the material off and  
 23 use wire blush to clean it with and replace the  
 24 gaskets.  
 25 Q. Let me stop you there for a moment

Page 42

1 and talk to you about that, because this is the  
 2 second time now that you mentioned scraping  
 3 gaskets, and I want to ask you about that.  
 4 When you're doing repair work on a steam  
 5 system, or chemical line, or something like  
 6 that, and you have to break a flange apart,  
 7 what goes between the flanges where pipes come  
 8 together?  
 9 DEFENSE COUNSEL: Object to form.  
 10 THE WITNESS: The gaskets.  
 11 BY MR. BRALY:  
 12 Q. Yeah. What is the gasket for? What  
 13 does it do?  
 14 A. The gaskets would stop -- if it  
 15 didn't have a gasket, it would just leak all  
 16 over. And whatever material was in the pipe  
 17 would -- would flood these plants where we're  
 18 working.  
 19 Q. So when you'd have to do some kind of  
 20 repair work, say on a steam line or on a  
 21 chemical line, what has to happen with the old  
 22 gasket material that is in that flange?  
 23 A. With the old gasket material, you --  
 24 I mean, I thought I answered about checking --  
 25 Q. Is that when you would -- I'm sorry,

Page 43

1 go ahead.  
 2 A. Taking the flanges, breaking the  
 3 flanges apart and taking out the old gasket  
 4 material.  
 5 Q. Right. Is that when you would do the  
 6 scraping that you were talking about?  
 7 A. Yes.  
 8 Q. Why do you have to do that? Like,  
 9 what is the point of scraping gasket material?  
 10 A. You've got -- you've got to clean the  
 11 surface. If you didn't clean the surface, you  
 12 would be defeating the purpose of what you're  
 13 doing.  
 14 Q. Did gaskets have asbestos in them?  
 15 A. Yes.  
 16 DEFENSE COUNSEL: Form.  
 17 Q. What kind of tools would you use to  
 18 scrape gaskets from flange surfaces?  
 19 A. We would use a tool -- everyone used  
 20 different -- I used like a regular scraper,  
 21 scraper blade. It's kind of like a putty knife  
 22 or what the painters would use when they hold  
 23 Sheetrock and stuff.  
 24 Q. Are there any other kind of tools  
 25 that you would use to remove gasket material?

Page 44

1 A. Wire -- you had to use a wire brush  
 2 to really finish the product or the flanges.  
 3 You got to really brush it off as clean as --  
 4 we're making like new, you know.  
 5 Q. Right. Right. Was this part and  
 6 parcel of what a pipe fitter's job was, to  
 7 maintain piping systems and remove gasket  
 8 material from piping when it needed to go?  
 9 A. Yes.  
 10 DEFENSE COUNSEL: Objection to form.  
 11 Q. Okay. As a pipe fitter, for every  
 12 job that you worked at as a pipe fitter, would  
 13 you have to remove gasket material from piping  
 14 systems at some point in that job?  
 15 DEFENSE COUNSEL: Object to form.  
 16 THE WITNESS: Yes. I would say.  
 17 BY MR. BRALY:  
 18 Q. Okay. Was this, for lack of a better  
 19 phrase, a regular part of what it was that -- I  
 20 mean, when I say regular I mean it was part of  
 21 the regular duties that a pipe fitter would  
 22 have in working with piping systems; is that  
 23 fair?  
 24 DEFENSE COUNSEL: Object to form.  
 25 THE WITNESS: Yes.

Page 45

1 Q. So can you describe for me, kind of,  
 2 what gasket material looked like before you had  
 3 to scrape it with a flat blade or wire brush?  
 4 A. It's like charcoal black -- blackish  
 5 gasket material.  
 6 Q. When it's used up and it needs to be  
 7 removed, is it all solid in one piece or is it  
 8 deteriorated? Is there any kind of texturing  
 9 that you can describe associated with the  
 10 gasket material?  
 11 DEFENSE COUNSEL: Object to form.  
 12 THE WITNESS: It's deteriorated  
 13 material mostly. Yes.  
 14 BY MR. BRALY:  
 15 Q. Is there a texture to it, when it's  
 16 all worn out, that you can describe?  
 17 A. It's like -- it would be like fibers,  
 18 tiny fibers or string.  
 19 (Thereupon, Exhibit 10 was marked for  
 20 identification.)  
 21 BY MR. BRALY:  
 22 Q. I'm going to show you a photograph.  
 23 And this is going to be Exhibit Number 10.  
 24 Give me a second. Before I do this, I want to  
 25 make it clear that this is not a photograph

Page 46

1 that you gave to me. This is a photograph that  
 2 I'm showing to you.  
 3 Can you see this?  
 4 A. Yes.  
 5 Q. I want to be really clear with you  
 6 and the jury. This is not a photograph of a  
 7 gasket that you personally worked on; right?  
 8 This is just a picture that I showed you;  
 9 right?  
 10 A. Correct.  
 11 Q. Okay. But this material that is left  
 12 over here on the surface of the flange, what  
 13 does that look like to you?  
 14 DEFENSE COUNSEL: Object to form.  
 15 THE WITNESS: That looks like a  
 16 really bad asbestos gasket.  
 17 BY MR. BRALY:  
 18 Q. Is this a fair and accurate  
 19 representation -- maybe not exact -- but a fair  
 20 representation of the way gaskets look like  
 21 before you would have to scrape them off the  
 22 flanges?  
 23 DEFENSE COUNSEL: Object to form.  
 24 DEFENSE COUNSEL: Object to form.  
 25 THE WITNESS: Yes.

Page 47

1 (Thereupon, Exhibit 11 was marked for  
 2 identification.)  
 3 BY MR. BRALY:  
 4 Q. Next photo that I want to show you I  
 5 am going to mark as Exhibit 11. I'm going to  
 6 ask you just to identify what this looks like  
 7 to you.  
 8 A. That's similar to a tool that I would  
 9 -- I used to scrape gaskets with.  
 10 Q. Is this a fair and accurate  
 11 representation of the flat blade scraper that  
 12 you would use to scrape gasket material from  
 13 piping systems as a pipe fitter?  
 14 A. Yes.  
 15 DEFENSE COUNSEL: Object to form.  
 16 (Thereupon, Exhibit 12 was marked for  
 17 identification.)  
 18 BY MR. BRALY:  
 19 Q. The next document or photograph I  
 20 want to show you is going to be marked as  
 21 Exhibit 12. I'm going to ask you, what does  
 22 this look like to you?  
 23 A. That looks like my wire brush that I  
 24 --  
 25 Q. To be clear, this is not your wire

Page 48

1 brush. This is, again, a photograph that did  
 2 not come from you, but rather came from me.  
 3 But is this a fair and accurate representation  
 4 of what your wire brush looked like that you  
 5 used to remove gasket material from flanges  
 6 while you were a pipe fitter?  
 7 A. Yes.  
 8 DEFENSE COUNSEL: Object to form.  
 9 BY MR. BRALY:  
 10 Q. So I want to ask you some more  
 11 questions here about some of the other products  
 12 that you talked about. Flanges go between  
 13 pipes; correct?  
 14 A. Yes.  
 15 Q. That is where pipes connect to each  
 16 other.  
 17 A. Yes.  
 18 Q. Is that right?  
 19 You had also mentioned other types of  
 20 products. You've mentioned valves and you  
 21 mentioned pumps. Were there piping systems  
 22 that also connected to valves and pumps?  
 23 DEFENSE COUNSEL: Object to form.  
 24 THE WITNESS: Yes.  
 25

Page 49

1 BY MR. BRALY:  
 2 Q. Did valves and pumps utilize flange  
 3 connections with piping?  
 4 A. Yes.  
 5 DEFENSE COUNSEL: Object to form.  
 6 MR. BRALY: You know, usually  
 7 objections have to be made in good faith  
 8 in almost every state that I'm aware of.  
 9 There is nothing objectionable in that  
 10 question. So please reserve your  
 11 objections and stop trying to deliberately  
 12 stomp on my video.  
 13 BY MR. BRALY:  
 14 Q. Did you have to, as a pipe fitter, do  
 15 anything -- actually, let me ask you a  
 16 different question first.  
 17 Like with the piping systems, where  
 18 they have a gasket that goes between the  
 19 flanges of the pipes when they come together,  
 20 is there also a gasket that is used where the  
 21 connections between valves and pumps come to?  
 22 DEFENSE COUNSEL: Object to form.  
 23 THE WITNESS: Yes.  
 24 BY MR. BRALY:  
 25 Q. Would you, as a pipe fitter, have to

Page 50

1 do anything with those connections?  
 2 A. Same as breaking the -- yeah, yes.  
 3 Connecting to the pipe -- I mean, pumps and the  
 4 valves, you're talking about? Yes.  
 5 Q. Yes. Okay. Would gasket material  
 6 have to be removed from those connection points  
 7 the same way that you described about doing it  
 8 with piping?  
 9 A. Yes.  
 10 (Thereupon, Exhibit 13 was marked for  
 11 identification.)  
 12 DEFENSE COUNSEL: Object to form.  
 13 BY MR. BRALY:  
 14 Q. So I want to actually ask you about  
 15 valves here for a moment. And to do so, I'm  
 16 going to show you another photograph. This  
 17 will be Exhibit Number 13.  
 18 Do you see this photo?  
 19 A. Yes.  
 20 Q. Once again, this is a photograph that  
 21 I showed you. You did not have this picture in  
 22 your possession; is that right?  
 23 A. Correct.  
 24 Q. What is this in this photograph?  
 25 A. It is a -- it's an insulator valve.

Page 51

1 Q. Okay. The flange connections for  
 2 this valve, can you see them in this photo?  
 3 A. No.  
 4 Q. And why is that?  
 5 A. Because it's -- it's insulated.  
 6 THE REPORTER: Please mute your  
 7 phone.  
 8 Q. Okay. Tommy, I'm sorry about that.  
 9 You have to understand that there are a lot of  
 10 people on the phone, and these kinds of things  
 11 are going to happen from time to time; okay?  
 12 A. Okay.  
 13 Q. All right. I want to get back to the  
 14 question. Is this a fair and accurate  
 15 representation of the way you observed valves  
 16 at various facilities when you were a pipe  
 17 fitter?  
 18 DEFENSE COUNSEL: Object to form.  
 19 THE WITNESS: Yes.  
 20 BY MR. BRALY:  
 21 Q. Okay. In addition to scraping  
 22 gaskets off of valve flange surfaces, is there  
 23 anything else about valves that you ever had to  
 24 mess with as far as maintaining them or keeping  
 25 them operational as a pipe fitter?

Page 52

1 DEFENSE COUNSEL: Object to form.  
 2 THE WITNESS: Yes. A valve has,  
 3 after long use would -- a lot of them leak  
 4 around the stem part of the valve. That  
 5 is supposed to be a used -- when it shut  
 6 the system on and off. So that material  
 7 would have to be replaced.  
 8 Q. What material are you talking about?  
 9 What is it called?  
 10 A. It was a -- like a string. String of a  
 11 roll of asbestos material.  
 12 Q. Have you ever heard the phrase  
 13 packing?  
 14 A. Yes.  
 15 Q. Okay. Is that associated with this  
 16 string material that you're talking about?  
 17 A. Yes.  
 18 Q. And is this material what would go  
 19 around the stems of valves?  
 20 A. Yes.  
 21 (Thereupon, Exhibit 14 was marked for  
 22 identification.)  
 23 BY MR. BRALY:  
 24 Q. I'm going to show you what has been  
 25 marked as Exhibit 14. I'm just going to ask

Page 53

1 you to identify this for us. What does this  
 2 look like to you?  
 3 A. That looks like the material used.  
 4 Q. Okay.  
 5 A. I'm ready for a break.  
 6 Q. Are you?  
 7 A. Yeah. Can we take a small break?  
 8 MR. BRALY: Yes, let's take a break.  
 9 THE VIDEOGRAPHER: Going off the  
 10 record. The time is 12:16 p.m.  
 11 This is the end of media unit 1.  
 12 (Thereupon, a brief recess was taken.)  
 13 THE VIDEOGRAPHER: We are back on the  
 14 record. The time is 12:26 p.m. This is  
 15 the beginning of media unit 2.  
 16 BY MR. BRALY:  
 17 Q. Tommy, hi. We just took a break.  
 18 How are you feeling?  
 19 A. I'm tiring out a little bit, but  
 20 I'm -- I'm good.  
 21 Q. I'm going to try to get you wrapped  
 22 up here and then we can take a break for lunch;  
 23 okay?  
 24 A. Okay.  
 25 Q. I just have a couple more questions

Page 54

1 about this picture, this Exhibit 14.  
 2 Is this material, material that would  
 3 go around the stems of valves?  
 4 A. Yes.  
 5 Q. Is this material that you had to work  
 6 with?  
 7 A. Yes.  
 8 Q. What would you have to do?  
 9 A. I'd have to take -- you know, make  
 10 sure that this -- what I'm working on is  
 11 completely off before I mess with anything.  
 12 I'd have to loosen the -- it's got bolts on the  
 13 valve stem. You've got to loosen those and  
 14 take them out. That's what packing material --  
 15 you take -- you take out the old packing  
 16 material, and you put in the new.  
 17 Q. Okay. Did old packing -- I'm sorry.  
 18 A. No, that's good. I'm good.  
 19 Q. I was going to ask, did old packing  
 20 material come out in one clean piece or would  
 21 it break apart as you're kind of taking it out?  
 22 DEFENSE COUNSEL: Objection.  
 23 THE WITNESS: Most of the time it would  
 24 break apart.  
 25

Page 55

1 BY MR. BRALY:  
 2 Q. So when you would remove packing  
 3 material and it would break apart, did that  
 4 create dust in the air?  
 5 DEFENSE COUNSEL: Objection to form.  
 6 THE WITNESS: Yes. It would.  
 7 Q. Would you be close enough to that  
 8 packing material to breathe that dust?  
 9 DEFENSE COUNSEL: Object to form.  
 10 THE WITNESS: Yes.  
 11 Q. Going back to the gaskets. When you  
 12 would scrape gasket material from steam lines,  
 13 from chemical lines, use asbestos gasket  
 14 materials that you were talking about, did that  
 15 create dust in the air?  
 16 DEFENSE COUNSEL: Object to the form.  
 17 DEFENSE COUNSEL: Object to form.  
 18 THE WITNESS: Yes.  
 19 BY MR. BRALY:  
 20 Q. Did you breathe that dust?  
 21 DEFENSE COUNSEL: Object to form.  
 22 THE WITNESS: Yes.  
 23 BY MR. BRALY:  
 24 Q. Was removing gasket material from  
 25 pumps, valves, piping systems, was this a

Page 56

1 regular part of your job at every location that  
 2 you were working as a pipe fitter?  
 3 DEFENSE COUNSEL: Object to form.  
 4 THE WITNESS: Yes.  
 5 Q. Okay. Same questions for removing  
 6 packing from valves. Is that something that  
 7 you did regularly as a pipe fitter?  
 8 DEFENSE COUNSEL: Object to form.  
 9 THE WITNESS: Yes.  
 10 BY MR. BRALY:  
 11 Q. Do you remember the brand names of  
 12 any valves?  
 13 A. Cranes -- Crane is the only one that  
 14 comes to mind. I'm sure there's a few more.  
 15 Q. And I should have been more clear  
 16 about that. Do you remember the brand names of  
 17 valves that you removed gaskets and packing  
 18 material from? Is it still Crane?  
 19 A. Yes.  
 20 DEFENSE COUNSEL: Object to the form.  
 21 Q. So when we were looking at the prior  
 22 exhibit, Exhibit 13 -- I'm going to show it to  
 23 you again -- when we were looking at this  
 24 exhibit you commented that this valve was  
 25 insulated; right?

Page 57

1 A. Yes.  
 2 Q. Earlier when we were talking about  
 3 things that exposed you to asbestos you  
 4 mentioned insulators, the presence of  
 5 insulators. Do you remember insulators at the  
 6 job sites where you were working as a pipe  
 7 fitter?  
 8 DEFENSE COUNSEL: Object to form.  
 9 THE WITNESS: Yes.  
 10 Q. What kinds of things were insulators  
 11 doing around you while you worked as pipe  
 12 fitter?  
 13 A. They would un -- unpack the boxes of  
 14 insulation and insulate -- you know, start  
 15 insulating the pipes around us.  
 16 Q. Did you ever witness insulators  
 17 having to remove insulation that had previously  
 18 been installed on piping systems?  
 19 A. Yes.  
 20 Q. How did they do that?  
 21 A. They -- like wire cutters. This  
 22 insulation would be metal insulation, and it  
 23 had a band to hold the metal together, to make  
 24 a good job. Tight -- tight job. They would  
 25 cut those bands, and remove the metal and

Page 58

1 insulation.

2 Q. Okay. The metal covered the

3 insulation; is that right?

4 A. Yes.

5 Q. Okay. So if I could take you back to

6 any specific job, let's say in the 1970s when

7 you're working for Daniel Construction at the

8 Carolina Eastman facility, which is the old

9 Kodak facility, do you remember insulators

10 having to remove insulation at that job site

11 that had previously been installed?

12 DEFENSE COUNSEL: Objection.

13 THE WITNESS: Yes.

14 BY MR. BRALY:

15 Q. Did the removal of insulation create

16 dust in the air?

17 DEFENSE COUNSEL: Object to form.

18 THE WITNESS: Yes.

19 Q. Okay. Could you describe that?

20 Could you describe what that looked like?

21 A. Like a hazy type dust, dusty like.

22 Q. Now, did you breathe the dust from

23 insulators removing insulation from piping

24 systems while you worked as a pipe fitter?

25 A. Yes.

Page 59

1 Q. So I singled out your time period

2 when you worked at Daniel Construction at the

3 Carolina Kodak Eastman facility; okay? But I

4 want to kind of make this broader.

5 Is working around insulators who were

6 removing insulation something that happened

7 throughout your career as you worked as a pipe

8 fitter?

9 DEFENSE COUNSEL: Object to form.

10 THE WITNESS: Yes.

11 DEFENSE COUNSEL: Joined.

12 MR. BRALY: Randi, did you get an

13 answer?

14 (The reporter read from the record as

15 follows: "Yes.")

16 BY MR. BRALY:

17 Q. So if we were going to single out,

18 you know, the Nassau Metal Recycling Center or,

19 you know, the next time you went to Carolina

20 Eastman or Albemarle or the DuPont facility in

21 Goose Creek, these are all facilities where you

22 as a pipe fitter saw insulators removing

23 existing insulation from piping systems; is

24 that fair?

25 DEFENSE COUNSEL: Object to form.

Page 60

1 DEFENSE COUNSEL: Object to form.

2 THE WITNESS: Yes.

3 BY MR. BRALY:

4 Q. And would that be true -- would that

5 be true for, let's just say this job at Allied

6 Chemical in Hopewell, Virginia, did you remove

7 gaskets and packing at that job and did you see

8 insulators removing old insulation at that job?

9 DEFENSE COUNSEL: Object to form.

10 THE WITNESS: Yes.

11 Q. Would that be true when you were

12 working at the Winyah Power Plant for Santee

13 Cooper in Georgetown, South Carolina?

14 A. Yes.

15 DEFENSE COUNSEL: Object to form.

16 BY MR. BRALY:

17 Q. Would that be true when you were

18 working for Metric Construction at the AT&T

19 Nassau Metals Recycling Center in Gaston?

20 A. Yes.

21 DEFENSE COUNSEL: Form.

22 Q. Would that be true when you were

23 working at Albemarle Chemical in Orangeburg?

24 DEFENSE COUNSEL: Object to form.

25 THE WITNESS: Yes.

Page 61

1 Q. Generally -- speaking broadly, as a

2 pipe fitter is this just part of what a pipe

3 fitter like yourself experienced regardless of

4 where it was that you were working?

5 A. Yes.

6 DEFENSE COUNSEL: Object to form.

7 BY MR. BRALY:

8 Q. Tommy, I want to ask you a little bit

9 about when you knew asbestos -- or actually, I

10 want to make this different.

11 When you were working in the '70s,

12 and '80s, and '90s, were you aware that

13 asbestos could do to you what it has done to

14 you? Were you aware that it could be as

15 harmful as it's been?

16 DEFENSE COUNSEL: Form.

17 THE WITNESS: No.

18 BY MR. BRALY:

19 Q. Did any of your employers ever set

20 you aside and say, "Hey, Tommy, you know, this

21 plant has asbestos in it. Here is how you

22 protect yourself from asbestos?" Do you recall

23 anything like that ever happening?

24 A. No.

25 Q. Did you have safety meetings broadly?

Page 62

1 A. Yes.

2 Q. Did any of those safety meetings ever

3 touch on the idea of working with or around

4 asbestos safely or what asbestos could do to

5 you?

6 A. No.

7 Q. Do you recall any kind of warnings or

8 cautions on any of the pipes, pumps or valves

9 that you were ever working with or around about

10 asbestos?

11 A. No.

12 DEFENSE COUNSEL: Object to form.

13 Q. When is it that you believe you

14 became aware that asbestos could be harmful to

15 your health?

16 A. In the early 2000s, I would say.

17 Q. All right. Okay. It's just not

18 something that anyone ever made a priority to

19 tell you about; is that fair?

20 A. True.

21 Q. Tommy, I know you're struggling. I

22 know you're having a hard time right now. And

23 I want to tell you that we are kind of getting

24 to tail end of where we can kind of take a

25 longer break and get some food; okay?

Page 63

1 A. Okay.

2 Q. Tommy, I want to talk to you about

3 from the time that you were diagnosed --

4 diagnosed, in the summer of 2019, to today, how

5 often have you been going to get medical

6 treatment for your mesothelioma?

7 A. Every 21 days I have to.

8 Q. What kind of treatment do you have?

9 A. I have chemo -- chemo treatment.

10 They start you with three different chemo

11 types, and I have -- lately I have been on the

12 last chemo treatment. That is the last, you

13 know, the bags, the chemo -- I'm on the last --

14 they gave me the last one now every time I go.

15 Q. When was the last time you went?

16 A. Two weeks ago.

17 Q. If you're staying on this three-week

18 schedule, it would mean that next week you're

19 probably due for another chemo treatment;

20 right?

21 A. Right.

22 Q. Every three weeks since August of

23 2019, sure sounds like you have gone through

24 more than 20 rounds of chemotherapy; is that

25 right?

Page 64

1 A. Yes. Yes.

2 Q. Tell us about, how does chemotherapy

3 make you feel after it's over?

4 A. Seemed like it takes a day or two,

5 you feel okay. And then you start to, you

6 know, you start tiring out quickly. And I've

7 had different things --

8 MS. McVEY: We have something

9 buzzing. Hold on.

10 BY MR. BRALY:

11 Q. You were telling us about how the

12 chemotherapy treatment is making you feel. I

13 think what you were trying to tell us is that

14 it takes a couple days before -- after you have

15 it, before you start feeling symptoms or

16 effects from it; is that right?

17 A. Yes.

18 Q. What kind of effects? What does it

19 do to you? How does it affect you?

20 A. Chemo can make you -- make you

21 nauseous a lot of times. It affects the

22 different parts of your body. Like, I went a

23 long time with just my nose running all the

24 time. It wouldn't stop. It was just hosing.

25 I would have a sore on each side and actually,

Page 65

1 I went in the hospital for that. And they

2 could not correct anything about the nose. So

3 it was just continuous blowing that out. And

4 it would come out in -- I hate to say this --

5 but it would come in out gobs, really. It

6 would affect different parts of your body.

7 I've had my hands swell up. It'd be hurting in

8 different parts, different places.

9 Q. In fact, did you stop wearing your

10 wedding band?

11 A. Yes. My hand started swelling real

12 bad, so I took it off. I had to take it off

13 because I didn't want, you know -- because it

14 kept on -- I mean, my hands would -- just kept

15 on swelling.

16 Q. So your hands are swelling, but just

17 judging from your photographs from your youth

18 into the '70s and into the '80s you looked like

19 a fairly robust person. Have you lost weight

20 as a result of your mesothelioma?

21 A. I have lost over 30 pounds, well over

22 30.

23 Q. Can you garden anymore? Can you do

24 any of the physical activities that you used to

25 do?

Page 66

1 A. No. I have tried to get out and walk  
 2 some, and walk the stairs here at the house  
 3 some. Since this last bout of fluid on my  
 4 stomach now, it was hurting too bad. I could  
 5 not -- I couldn't -- I hadn't been able to do  
 6 anything. Just move around a little bit in the  
 7 house.  
 8 Q. All right. This fluid in your  
 9 stomach is something that we haven't talked  
 10 about yet. You actually had to go to the  
 11 emergency room earlier this week, didn't you?  
 12 A. Yes, I did.  
 13 Q. Why don't you go ahead and tell the  
 14 jury -- tell the jury about what happened with  
 15 you or what has been happening with you that  
 16 sent you to the emergency room this week.  
 17 A. Saturday -- 12, 12 or 13 days ago my  
 18 stomach started hurting real bad. I couldn't  
 19 understand why. I mean, it was really like it  
 20 was swollen and tight. And so that is when I  
 21 had my next treatment, that Monday after that.  
 22 And my doctor, she's a -- whatchacall,  
 23 assistant doctor, she came up to where I was  
 24 having my treatment to talk with me. I told  
 25 her about my stomach. She said, well, we

Page 67

1 just -- I mean, if you have to, you go to the  
 2 emergency room or something like that, or we're  
 3 going to take a scan in a few weeks and we'll  
 4 look at that. But I just couldn't go any  
 5 longer last week. It was just hurting so bad.  
 6 I told them we had to do something like -- and  
 7 I called the doctor, doctor's office. They  
 8 told me to go ahead to the emergency room and  
 9 get checked out. And they would send all their  
 10 paperwork to the emergency room and let him  
 11 know I was coming.  
 12 So there, at the emergency room, they  
 13 took about -- seemed like we were -- it took  
 14 six hours to get any help. And finally, they  
 15 took me to the back and I got a bed to lay on.  
 16 They got the blood pressure and all the monitor  
 17 on me. And I saw the doctor then -- later, and  
 18 he said he would go ahead and give me a scan,  
 19 CAT scan. And they read the report on the scan  
 20 at the end and said there was a lot of fluid  
 21 buildup on my stomach.  
 22 Q. Okay. You have -- you had fluid  
 23 building up in your gut --  
 24 A. Yes.  
 25 Q. -- that was causing you discomfort

Page 68

1 and pain?  
 2 A. Yes.  
 3 Q. Do you have a procedure scheduled for  
 4 next week to get this taken care of?  
 5 A. Yes. Yes.  
 6 Q. Did your doctor suggest to you or  
 7 just outright tell you that they thought that  
 8 this fluid buildup in your stomach was a  
 9 byproduct or related to the cancer that you're  
 10 suffering with?  
 11 DEFENSE COUNSEL: Object to form.  
 12 THE WITNESS: No. No. I haven't  
 13 talked to my doctor yet about this --  
 14 about this situation. I don't really  
 15 know.  
 16 BY MR. BRALY:  
 17 Q. Okay. Tommy, you know, the -- kind  
 18 of the last thing I want to talk to you about  
 19 here is, it's related to why we are recording  
 20 your testimony today. Okay. And it has to do  
 21 with, frankly, the likelihood about whether or  
 22 not you will survive to see trial in this case  
 23 and whether or not the jury will see this  
 24 video; okay?  
 25 Can you start by telling us how has

Page 69

1 your cancer affected Dale. How has it affected  
 2 your wife, that you have been able to observe?  
 3 A. Well, I think the main thing with  
 4 Dale and actually my whole family, is having to  
 5 move out of our home, you know, thinking that  
 6 it would be best to move out. And that was a  
 7 really terrible thing to go through, if anybody  
 8 has been through it, to leave your home of 45  
 9 years and move to get closer to a facility that  
 10 will look after, you know, a hospital or  
 11 facility like that. And it just upsets the  
 12 whole -- whole system.  
 13 In fact, I was kidding with my  
 14 son-in-law about it, about leading to a divorce  
 15 of having to move. And he said, "You know, we  
 16 went through the same thing". They did the  
 17 same thing as far as moving and relocating and  
 18 finding a new place -- a place to live. And so  
 19 it has been trying, really trying on her.  
 20 Q. Has she been, for lack of a better  
 21 phrase, taking care of you since you have been  
 22 sick?  
 23 A. Yes. I call -- I call her my  
 24 caregiver now. She's all I got to lean on.  
 25 She is the person I lean on for most

Page 70

1 everything.

2 Q. So because of your cancer you moved

3 to a house that is closer to your medical care

4 facility; is that right?

5 A. Yes.

6 Q. Are you closer to the rest of your

7 family because of your cancer, physically

8 closer to the rest of your family?

9 A. Yes. I have -- we have the oldest

10 daughter Sharon that lives in Columbia. So we

11 are not that far from her. That is one of the

12 reason -- that is another reason we moved, to

13 be closer. Because I figured later on there

14 would be a big support -- good support from my

15 wife.

16 Q. So Tommy, kind of, the last thing I

17 want to ask you about here is, do you

18 understand that if you're not able to testify

19 at trial because you're either too sick or

20 because you may have left this world, that we

21 would use this video at trial? Do you

22 understand that?

23 A. Yes.

24 Q. Understanding the circumstances under

25 which the jury would see a video like the one

Page 71

1 we are recording right now, can you tell the

2 members of the jury and your family how it is

3 that you would like to be remembered.

4 A. I'd like to be remembered as a

5 friendly person, hardworking, dedicated person

6 to my family. That's -- that's all I can say.

7 Q. Okay. Tommy, I know that is a very

8 hard question and I appreciate you thinking

9 about that for us.

10 MR. BRALY: Listen, thank you so much

11 for taking the time to do this. Some of

12 the defendants are going to have some

13 questions for you, and I may have more

14 questions for you after they're done.

15 But for the time being, I think we

16 should probably go ahead and take a break

17 for lunch and come back at -- if you can,

18 come back about 2 o'clock? Is that going

19 to be okay with you?

20 THE WITNESS: Yes.

21 MR. BRALY: Let's go ahead and go off

22 the record then.

23 THE VIDEOGRAPHER: Going off the

24 record. The time is 12:56 p.m. This is

25 the end of media unit 2.

Page 72

1 (Thereupon, a lunch recess was taken.)

2 THE VIDEOGRAPHER: We are back on the

3 record. The time is 2:04 p.m. This is

4 the beginning of media unit 3.

5 FURTHER EXAMINATION

6 BY MS. SULLIVAN:

7 Q. Good afternoon, Mr. Wannamaker. Can

8 you hear me okay?

9 A. Yes.

10 Q. Good. I am Tara Sullivan. I'm an

11 attorney down in Charleston. I have a few

12 questions for you this afternoon.

13 Are you feeling good enough to

14 proceed?

15 A. Yes.

16 Q. First I want to ask you if you have

17 any relatives in Orangeburg County.

18 A. Yes. Yes.

19 Q. Are all of their last names

20 Wannamaker?

21 A. All I know of is a cousin, that's

22 possibly Orangeburg County, north South

23 Carolina, down north would be Orangeburg

24 County.

25 Q. What's that cousin's name?

Page 73

1 A. Bobby. Probably goes by Robert. He

2 goes by Bobby, but his name is Robert.

3 Wannamaker.

4 Q. No other relatives in Orangeburg

5 County that you can think of today?

6 A. No.

7 Q. All right. I'm going to ask you some

8 questions about things that happened a long

9 time ago. If you have any questions about

10 anything I ask, just let me know and I can try

11 to rephrase it. If it doesn't make sense, if

12 you don't understand what I'm asking, because

13 it is about things that happened such a long

14 time ago, I don't want you to guess in your

15 answers. If you don't remember, that's fine.

16 We just want to do the best you can. If you do

17 not know the answer, "I don't know" is a

18 perfectly fine answer; okay?

19 A. Okay.

20 Q. You mentioned Crane Co valves in your

21 testimony this morning. Do you remember that?

22 A. Yes.

23 Q. Can you tell me where you remember

24 seeing any Crane Co valve?

25 A. Mostly at Carolina Eastman, WO

Page 74

1 Blackstone, Albemarle plant. That's all I can  
 2 remember.  
 3 Q. Okay. Just those three?  
 4 A. So far, yes.  
 5 Q. If you think of any others, please  
 6 let me know; okay?  
 7 Let's start with the Carolina Eastman  
 8 plant. Can you tell me when you worked there?  
 9 A. Worked there '70- -- 1976, 1976,  
 10 1977, my first job there.  
 11 MR. BRALY: And I will just say,  
 12 Tara, all of this is in the exhibit. It  
 13 has already been put in the record.  
 14 MS. SULLIVAN: I understand. Thank  
 15 you. I am just trying to see what he  
 16 remembers.  
 17 BY MS. SULLIVAN:  
 18 Q. You said your first job there was in  
 19 1976 to 1977; is that right?  
 20 A. '75 to '76 and '76.  
 21 Q. So not 1976 to 1977? It was 1975 to  
 22 1976?  
 23 A. Yes.  
 24 MR. BRALY: Tommy, you can look at --  
 25 Tommy, you can look at your work history

Page 75

1 from your discovery responses if you need  
 2 to refresh your recollection.  
 3 Q. I was just going to get to that.  
 4 So would May 1975 to June of 1976 be  
 5 correct for the first time that you worked at  
 6 Carolina Eastman?  
 7 A. Yes.  
 8 Q. Okay. And how many times did you  
 9 work at Carolina Eastman?  
 10 A. Three different times.  
 11 Q. When was the second time? Was it  
 12 May of 1982 through December of 1982?  
 13 A. I don't -- I don't know right now.  
 14 Q. Would you rely on the work history  
 15 that you put together and that we looked at  
 16 earlier today?  
 17 A. Yes.  
 18 Q. Do you remember the third time that  
 19 you went to the Carolina Eastman plant, when  
 20 that was?  
 21 A. That was 2000...  
 22 Q. It was 2000, or you don't remember  
 23 what year of the 2000s it was?  
 24 A. May of '82 till November of '82.  
 25 That was the second time.

Page 76

1 MS. McVEY: Hey, Tara, this is Theile  
 2 McVey, he is just reading off the work  
 3 history. So it may save some time if  
 4 you'll just rely on that work history  
 5 instead of making him go look at it,  
 6 but...  
 7 MS. SULLIVAN: The third one doesn't  
 8 have a specific time, so I tried to do  
 9 that so far, but the third one doesn't  
 10 have a specific time on it.  
 11 MR. BRALY: Just to be clear, for the  
 12 record, there were two different  
 13 employers. There was Harrison to November  
 14 of '82 and then Yeargin till December of  
 15 '82.  
 16 MS. SULLIVAN: And I appreciate that,  
 17 but I'm not asking about the employers. I  
 18 am just trying --  
 19 MR. BRALY: I know you weren't. I'm  
 20 just saying, just so the record is  
 21 complete, that is the second time because  
 22 that's the continuance, the sequence.  
 23 It's just two different employers.  
 24 So if what you're asking him is  
 25 simply if he remembers specifically after

Page 77

1 1992 when he went back to Carolina  
 2 Eastman, then I understand that. If he  
 3 can answer that.  
 4 Thank you, and I'm sorry for  
 5 interrupting.  
 6 MS. SULLIVAN: And that is what I'm  
 7 asking.  
 8 BY MS. SULLIVAN:  
 9 Q. Just when was the third time that --  
 10 you said you went to Carolina Eastman three  
 11 times, and we've gotten time periods for the  
 12 first two visits. And I'm just trying to  
 13 figure out when you went out there for the  
 14 third and last time, if you know. And it's  
 15 okay if you don't remember.  
 16 A. It was -- it was early in the 2000s  
 17 or middle 2000s, somewhere -- I can't remember  
 18 exact time.  
 19 Q. So sometime between 2000 and 2008 or  
 20 so; is that fair to say?  
 21 A. Yes.  
 22 Q. When you were there for the first  
 23 time between May of 1975 to June of 1976, were  
 24 you at Carolina Eastman every workday for that  
 25 entire few months or were you just there on and

Page 78

1 off?

2 A. Every day.

3 Q. And would that be the same for your

4 second visit in 1982?

5 A. Yes.

6 Q. What about your third visit in the

7 2000s, the same?

8 A. Correct.

9 Q. Do you remember seeing Crane Co

10 valves at each of these visits to the Carolina

11 Eastman plant or do you remember them from one

12 visit and not another?

13 A. Each time.

14 Q. Each time; okay.

15 Do you have a specific recollection

16 of doing any work on a Crane Co valve at the

17 Carolina Eastman plant?

18 A. Yes.

19 Q. Okay. And how many times could you

20 say that you did work on a Crane Co valve as

21 opposed to some other valve brand?

22 MR. BRALY: Objection to form.

23 THE WITNESS: I don't -- I don't -- I

24 don't remember. I couldn't -- I can't

25 recall.

Page 79

1 BY MS. SULLIVAN:

2 Q. There -- was there a lot of piping at

3 the Carolina Eastman plant?

4 A. Yes.

5 Q. A lot of valves at the Carolina

6 Eastman plant?

7 A. Yes.

8 Q. A lot of different types of valves?

9 A. Yes.

10 Q. So it might be hard for you to

11 remember a Crane Co valve as opposed to a

12 different brand of valve?

13 A. Yes.

14 Q. Do you remember any specific time

15 that you did work on a Crane Co valve in

16 particular at the Carolina Eastman plant?

17 A. I don't remember.

18 Q. How would you know that a valve at

19 the Carolina Eastman plant was a Crane Co

20 valve?

21 A. Crane would be written on the valve

22 itself.

23 Q. Was it on like a nameplate or was it

24 embossed?

25 A. Like on the handle too.

Page 80

1 Q. Would it be embossed, or a nameplate,

2 or how would it appear?

3 A. Yes. It's like on the handle too.

4 Q. Do you remember what size of Crane Co

5 valves that you saw at the Carolina Eastman

6 plant?

7 A. It would be like most -- most size

8 2/4, 2/4, 4/8 valve.

9 Q. And do you remember what color any of

10 the Crane Co valves were at the Carolina

11 Eastman plant?

12 A. I remember mostly silver-like color.

13 Q. Do you remember where in the Carolina

14 Eastman plant you saw a Crane Co valve?

15 A. You see in the -- in the process

16 where, you know, areas that you're working in,

17 around.

18 Q. So you saw them in the process area,

19 is that --

20 A. The areas that you're working in.

21 Q. And where was that? Did they have a

22 name?

23 A. Carolina Eastman is like a city.

24 They have different buildings everywhere. So

25 that's what you would do. You would work where

Page 81

1 you're assigned to work.

2 Q. And what buildings were you assigned

3 to work in?

4 A. I don't -- I can't recall the

5 building's names and numbers. It's just too

6 long ago. I can't -- I don't even think I

7 remember then. It's just -- you go to the job

8 and do your job.

9 Q. I know it was a long time ago,

10 Mr. Wannamaker, so we are just trying to figure

11 out what you can remember. And if you can't

12 remember it, that's fine. You're doing great.

13 Do you remember the temperature of

14 the material that was flowing through the

15 system that was attached to any Crane Co valve

16 at the Carolina Eastman plant?

17 A. It would be, you know, like

18 temperatures of the pipe would be, if you get

19 close enough it would be hot, or -- or it could

20 be -- you know, medium temperature.

21 Q. Could it be a cold temperature

22 sometimes too?

23 A. That's what I meant, just a medium,

24 to me.

25 Q. Do you remember the pressure of any

Page 82

1 of the material that would have been flowing  
 2 through the piping system that would have been  
 3 attached to a Crane Co valve at the Carolina  
 4 Eastman plant?  
 5 A. No. I don't -- I don't remember.  
 6 Q. And for any valve, not necessarily  
 7 Crane Co, but any valve that you would  
 8 encounter at the Carolina Eastman plant, when  
 9 you would work on that valve, would you know  
 10 the repair or maintenance history for that  
 11 particular valve?  
 12 MR. BRALY: Objection to form.  
 13 Q. You can still answer, Mr. Wannamaker.  
 14 Did you understand my question?  
 15 A. Yes. No. I don't...  
 16 Q. Just so I make sure I understand. So  
 17 you would not know the maintenance or repair  
 18 history of any valve that you worked on at the  
 19 Carolina Eastman plant; is that right?  
 20 MR. BRALY: Objection to form.  
 21 BY MS. SULLIVAN:  
 22 Q. Is that right, Mr. Wannamaker?  
 23 A. Right.  
 24 MR. BRALY: Tommy, I'm going to do  
 25 that from time to time. I'm going to make

Page 83

1 objections occasionally. It's all right.  
 2 You can still answer the question. So  
 3 unless I tell you not to; okay? So you're  
 4 all right.  
 5 BY MS. SULLIVAN:  
 6 Q. That's just saving our attorney  
 7 arguments for later, so you don't have to hear  
 8 us fuss, Mr. Wannamaker.  
 9 I'm going to move on now to WO  
 10 Blackstone. Was that facility where you would  
 11 work at WO Blackstone, or would you work for WO  
 12 Blackstone at other facilities?  
 13 A. WO Blackstone is a small construction  
 14 company out of Columbia, South Carolina. They  
 15 would contract jobs, just like a normal  
 16 contracting company. And we would do our work  
 17 in different locations around the area.  
 18 Q. Could you tell me any job that you  
 19 worked on for WO Blackstone that involved a  
 20 Crane Co valve?  
 21 A. USC would be one.  
 22 Q. Any others?  
 23 A. Dreher High School, Columbia.  
 24 Q. Is that Dreher, D-R-E-H-E-R?  
 25 A. Yes.

Page 84

1 Q. Any others?  
 2 A. I don't remember.  
 3 Q. What -- what can you tell me about  
 4 the USC job that involved a Crane Co valve?  
 5 What were you doing?  
 6 A. We were installing pipe -- a piping,  
 7 a system at -- at USC.  
 8 Q. Do you remember what building it was?  
 9 A. No.  
 10 Q. Could you tell me what year that  
 11 might have been? It looks like it was sometime  
 12 between November of 1968 and October of 1974,  
 13 if that helps narrow it down for you.  
 14 A. Yes. Yes, I remember.  
 15 Q. Could you tell me what year from that  
 16 time frame that might have been?  
 17 A. It was in the early '72, 1972.  
 18 Around that time.  
 19 Q. And you were installing a brand-new  
 20 piping system; is that right?  
 21 A. Yes. It was in a building USC --  
 22 USC.  
 23 Q. Would those have been new Crane Co  
 24 valves that were being installed with the new  
 25 piping system?

Page 85

1 A. Yes.  
 2 Q. And what was the job at Dreher High  
 3 School? Were you installing a piping system  
 4 there?  
 5 A. We were installing pipe, yes.  
 6 Q. And that was a new system?  
 7 A. Yes.  
 8 Q. Do you remember what year that might  
 9 have been, between November of 1968 or October  
 10 of 1974?  
 11 A. That was 1969.  
 12 Q. That was before the USC job?  
 13 A. Yes.  
 14 Q. And so those were new Crane Co valves  
 15 that you were installing as part of that new  
 16 piping system; is that right?  
 17 A. Yes.  
 18 Q. Were you a pipe fitter with WO  
 19 Blackstone or did you have a different title?  
 20 A. Pipe fitter.  
 21 Q. I forgot to ask you, what was your  
 22 job title at Carolina Eastman for the jobs that  
 23 we were talking about just a few minutes ago?  
 24 A. Pipe fitter.  
 25 Q. Did you do anything else besides pipe

Page 86

1 fitting there?  
 2 A. Not a job title. I mean, if that's  
 3 what you're talking about.  
 4 Q. Well, apart from your -- whatever  
 5 your official title was, did you have any other  
 6 job responsibilities other than pipe fitting  
 7 there?  
 8 A. No.  
 9 Q. Were you removing old pipe systems at  
 10 either USC or Dreher High School?  
 11 A. No.  
 12 Q. And then you also mentioned that  
 13 you -- the last place on the list was -- is the  
 14 Albemarle plant. When did you work at the  
 15 Albemarle plant?  
 16 A. I have to look at my notes.  
 17 Q. Feel free to look at your notes. I'm  
 18 looking at them right now too.  
 19 If I'm reading it correctly,  
 20 Mr. Wannamaker, it looks like you didn't go to  
 21 Albemarle until, at the earliest 1992. But you  
 22 tell me if that's right.  
 23 A. I think that I remember working  
 24 earlier because I went to International Paper.  
 25 Q. Can you tell me what year you worked

Page 87

1 at the Albemarle plant?  
 2 A. I worked there at the Albemarle plant  
 3 a couple of times. I really thought it was  
 4 earlier but I can't -- I can't find it  
 5 anywhere.  
 6 Q. Would you rely on your work history  
 7 that you and your attorneys put together as  
 8 being the best source for that year that you  
 9 might have gone there to start with?  
 10 A. That could be true. That -- I mean,  
 11 I could be that -- as far as my work history,  
 12 that is what it is. That's what it shows.  
 13 Q. So just make sure I understand. So  
 14 you went to the Albemarle plant two times; is  
 15 that right?  
 16 A. I was thinking I was there three  
 17 times. It's just that I'm...  
 18 Q. And you can't tell me exactly when  
 19 any of those three times were; is that right?  
 20 A. Well, I know the last time was  
 21 between the '92 and my -- and 2014. Because  
 22 2014 is the year that I retired from work. So  
 23 I was working there 2014, up till 2014.  
 24 Q. You were working at the Albemarle  
 25 plant when you retired in 2014. Is that what

Page 88

1 you're saying?  
 2 A. Yes.  
 3 Q. Okay. Do you believe you were at the  
 4 Albemarle plant before 1992?  
 5 A. I think '92 -- yes, I think '92 would  
 6 be correct.  
 7 Q. 1992 would be correct for the  
 8 earliest time that you were at the Albemarle  
 9 plant?  
 10 A. I think.  
 11 Q. Okay.  
 12 A. I recall.  
 13 Q. Okay. That's all you can do, is  
 14 remember what you can remember. That's fine.  
 15 What was your job title when you were  
 16 working at the Albemarle plant?  
 17 A. I was pipe fitter.  
 18 Q. Did you do anything besides pipe  
 19 fitting there?  
 20 A. No.  
 21 Q. Do you specifically recall doing any  
 22 work on a Crane Co valve while you were at the  
 23 Albemarle plant?  
 24 A. Yes.  
 25 Q. Okay. And what do you recall?

Page 89

1 A. I recall -- you're talking about  
 2 specific work on the valve or cleaning it? You  
 3 know, repair -- not repair, just repairing the  
 4 gaskets and taking out old -- replacing the  
 5 gaskets. That's what you're referring to?  
 6 Q. And let me make sure I'm clear. I'm  
 7 only asking about Crane Co valves in  
 8 particular.  
 9 MR. BRALY: Objection. There is no  
 10 need for that, Tara. There was no  
 11 ambiguity in your question or his answer.  
 12 So predicating a question coming back to  
 13 him like he didn't understand it is  
 14 completely inappropriate.  
 15 Objection to form.  
 16 BY MS. SULLIVAN:  
 17 Q. Mr. Wannamaker, it was my  
 18 understanding you were asking me for  
 19 clarification on my question. And under the  
 20 South Carolina rules it is up to me to help you  
 21 understand my question. So I didn't mean to  
 22 imply that you didn't understand anything. I  
 23 just want to make sure we are on the same page.  
 24 So let me rephrase. At the Albemarle  
 25 plant, do you specifically recall doing any

Page 90

1 type of work on a Crane Co valve in particular?  
 2 MR. BRALY: Objection. Form.  
 3 BY MS. SULLIVAN:  
 4 Q. You can answer, Mr. Wannamaker.  
 5 A. Yes.  
 6 Q. And what do you recall doing on a  
 7 Crane Co valve there?  
 8 A. Replacing the stem pack -- packing,  
 9 packing. Breaking the valve apart from the  
 10 flanges that we hook up to the valve and  
 11 replacing the gaskets.  
 12 Q. Can you tell me how often you would  
 13 do either packing or gasket work on a Crane Co  
 14 valve at the Albemarle plant as opposed to some  
 15 other brand of valve?  
 16 A. No. I can't -- I can't remember.  
 17 Q. That's fine. Do you know how many  
 18 times you would have done packing replacement  
 19 on a Crane Co valve at the Albemarle plant?  
 20 A. Just a few times.  
 21 Q. When you say "few", is that one, two,  
 22 three?  
 23 A. A few. A couple times. Can't place  
 24 the number, but it would be just a couple  
 25 times.

Page 91

1 Q. Okay. And what about replacing  
 2 gaskets, can you tell me how often you would  
 3 have had to replace a gasket on a Crane Co  
 4 valve at the Albemarle plant?  
 5 A. I replaced gaskets when it was  
 6 necessary to replace gaskets. Time-wise, it's  
 7 not relegated to that. It's just whenever  
 8 needed.  
 9 Q. Can you tell me how many times you  
 10 did that for a Crane Co valve at the Albemarle  
 11 plant?  
 12 A. No. I couldn't tell you how many  
 13 times. It's just -- it is part of a job  
 14 that -- it's a job that we do. Times we don't  
 15 -- you don't count the times, times like that.  
 16 Q. Do you remember where the Crane Co  
 17 valves were located at the Albemarle plant?  
 18 A. They would be in the -- wherever the  
 19 processing system for that particular building  
 20 is located, and on the high line.  
 21 Q. Can you tell me, like, the name of  
 22 the building or the room?  
 23 A. No, it's like a big city, too. City  
 24 blocks and buildings are everywhere. That's  
 25 where we worked. We worked everywhere.

Page 92

1 Q. Do you remember the temperature of  
 2 the material flowing through the piping system  
 3 for any Crane Co valve at the Albemarle plant?  
 4 A. Temperatures range from like medium,  
 5 medium temperature and then hot.  
 6 Q. And what about the pressure? Do you  
 7 remember what the pressure might have been of  
 8 the material flowing through any piping system  
 9 that was connected to a Crane Co valve at the  
 10 Albemarle plant?  
 11 A. No, I don't remember.  
 12 Q. For any valve, not just Crane Co  
 13 valves, but any valve that you might encounter  
 14 at the Albemarle plant, would you know the  
 15 repair or maintenance history of that valve?  
 16 MR. BRALY: Objection. Form.  
 17 THE WITNESS: No.  
 18 BY MS. SULLIVAN:  
 19 Q. Have you ever been trained in how to  
 20 recognize asbestos versus non-asbestos  
 21 material?  
 22 A. No.  
 23 MS. SULLIVAN: Mr. Wannamaker, I'm  
 24 going to review my notes. I might have  
 25 more for you, but in the interest of time,

Page 93

1 I'm going to go ahead and let another  
 2 defense attorney ask you questions; okay?  
 3 It's very nice to meet you today.  
 4 THE WITNESS: I'll see you.  
 5 MR. BRALY: Hey, guys, we're going to  
 6 go ahead and stop for the day. So let's  
 7 plan on picking up tomorrow. I'd like to  
 8 start -- and I hate to be particular about  
 9 this -- but I'd like to start at 10:30, if  
 10 that's acceptable with everyone.  
 11 THE WITNESS: Yes.  
 12 MR. BRALY: Everyone? So we will  
 13 start at 10:30 tomorrow. So, you know,  
 14 get your questions ready and we will go  
 15 then. Thank you all for being here. And  
 16 we'll see everyone tomorrow.  
 17 DEFENSE COUNSEL: I know you're aware  
 18 of Rule 30J, and I'm sorry to remind you,  
 19 but I think we are supposed to --  
 20 MR. BRALY: The one about me not  
 21 talking to him about his testimony?  
 22 DEFENSE COUNSEL: You got it. Thank  
 23 you.  
 24 MR. BRALY: I got it. I'm going to  
 25 follow your rules.


Page 94

1 THE VIDEOGRAPHER: Okay. We are off  
 2 the record at 2:47 p.m. And this  
 3 concludes today's testimony given by Tommy  
 4 D. Wannamaker.  
 5 The total number of media unit used  
 6 was three and will be retained by Priority  
 7 One, a Veritext company.  
 8 (Time Noted: 2:47 p.m.)  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

Page 96

1 I have read the foregoing transcript of my  
 2 deposition and find it to be true and  
 3 accurate to the best of my knowledge and  
 4 belief.  
 5  
 6  
 7  
 8 \_\_\_\_\_  
 9 TOMMY D. WANNAMAKER  
 10 Sworn and subscribed to before me on  
 11  
 12 this \_\_\_\_ day  
 13 of \_\_\_\_\_ 2021.  
 14  
 15  
 16  
 17 Notary \_\_\_\_\_  
 18 My Commission Expires \_\_\_\_\_  
 19  
 20 PRIORITY-ONE COURT REPORTING SERVICES, INC.  
 21 (718) 983-1234  
 22  
 23  
 24  
 25

Page 95

1 CERTIFICATE  
 2  
 3 I, the undersigned authority, hereby  
 4 certify that the foregoing transcript, page 1  
 5 through 92 is a true and correct transcription  
 6 of the deposition of Tommy D. Wanamaker taken  
 7 before me at the time and place set forth on  
 8 the title page hereof.  
 9 I further certify that said witness  
 10 was duly sworn by me according to law.  
 11 I further certify that I am not of  
 12 counsel to any of the parties to said cause or  
 13 otherwise interested in the event thereof.  
 14 IN WITNESS WHEREOF I hereunto set my  
 15 hand and affix official seal this 13th day of  
 16 April, 2021.  
 17   
 18 \_\_\_\_\_  
 19 RANDI GARCIA, COURT REPORTER, RPR  
 20 NOTARY PUBLIC  
 21  
 22  
 23  
 24  
 25

Page 97

1 ERRATA SHEET  
 2 Priority-One Court Reporting/Veritext  
 3 718-983-1234  
 4 ASSIGNMENT NO. P1-4510043  
 5 CASE NAME: Wannamaker, Tommy v. Asbestos  
 6 DATE OF DEPOSITION: 4/1/2021  
 7 WITNESS' NAME: Tommy Wannamaker Vol 1  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

PAGE/LINE(S)/	CHANGE	REASON
6	____/____/____	____/____/____
7	____/____/____	____/____/____
8	____/____/____	____/____/____
9	____/____/____	____/____/____
10	____/____/____	____/____/____
11	____/____/____	____/____/____
12	____/____/____	____/____/____
13	____/____/____	____/____/____
14	____/____/____	____/____/____
15	____/____/____	____/____/____
16	____/____/____	____/____/____
17	____/____/____	____/____/____
18	____/____/____	____/____/____
19	____/____/____	____/____/____
20	____/____/____	____/____/____

Tommy Wannamaker Vol 1  
 (Notary not required in California)  
 SUBSCRIBED AND SWORN TO  
 BEFORE ME THIS \_\_\_\_ DAY  
 OF \_\_\_\_\_, 2021.  
 \_\_\_\_\_  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES \_\_\_\_\_

<b>&amp;</b>	<b>1441</b> 3:20	<b>2</b>	<b>29401</b> 3:17 4:7,22
<b>&amp;</b> 3:2,16,19,22 4:2 4:5,8,9,12,14,21 5:2,9,15,19 6:9,13 6:17,18,23 7:10,16 7:19 8:2,8 9:2,6	<b>150</b> 4:13 <b>151</b> 6:15 <b>15222-5402</b> 4:4 <b>1550</b> 5:23 <b>1571</b> 95:16 <b>16</b> 9:14 <b>1700</b> 6:10 <b>17th</b> 3:23 6:19 <b>18</b> 9:14,15 <b>19</b> 9:15 <b>1900</b> 4:10 <b>1945</b> 14:5 <b>1968</b> 32:5 84:12 85:9 <b>1969</b> 14:20 15:7 18:14 85:11 <b>1970s</b> 19:12 38:17 58:6 <b>1972</b> 84:17 <b>1974</b> 32:5,8 84:12 85:10 <b>1975</b> 74:21 75:4 77:23 <b>1976</b> 74:9,9,19,21 74:22 75:4 77:23 <b>1977</b> 74:10,19,21 <b>1979</b> 38:14 <b>1980</b> 33:5 <b>19801</b> 7:15 <b>1980s</b> 20:8 <b>1982</b> 33:6 75:12,12 78:4 <b>1987</b> 34:9 36:5 37:9,12 <b>1991</b> 35:4 <b>1992</b> 35:9 37:4 38:25 77:1 86:21 88:4,7 <b>1st</b> 11:16	<b>2</b> 3:10 4:16 9:14 18:16,22 53:15 71:18,25 <b>2/4</b> 80:8,8 <b>20</b> 9:16 63:24 <b>2000</b> 75:21,22 77:19 <b>2000s</b> 62:16 75:23 77:16,17 78:7 <b>2008</b> 77:19 <b>2014</b> 23:10 35:7 87:21,22,23,23,25 <b>2019</b> 25:21 63:4,23 <b>2021</b> 1:6,18 2:7 11:16 14:21 95:16 96:13 97:22 <b>2021cp3800240</b> 12:3 <b>21</b> 9:16 63:7 <b>210</b> 8:3 <b>21st</b> 14:20 <b>22</b> 34:3 <b>2200</b> 8:3 <b>2260</b> 1:22 <b>22nd</b> 5:13 <b>2300</b> 4:13 <b>23219-3916</b> 3:14 <b>235</b> 7:11 <b>27402</b> 4:19 <b>27601</b> 4:13 <b>28202-6037</b> 6:7 <b>28210</b> 5:10 <b>288</b> 3:17 <b>290</b> 1:22 <b>2900</b> 6:24 <b>29045</b> 6:11 <b>29201</b> 3:7,20,24 4:10 5:4,14 6:20 7:18,21 8:7 9:4	<b>5:7,17 6:15 7:9</b> 9:7 <b>29413-2437</b> 4:7,23 5:17 9:7 <b>29422-3897</b> 4:16 <b>29464</b> 7:12 <b>29601</b> 3:10 5:20 8:10 <b>29601-2772</b> 7:5 <b>2:04</b> 72:3 <b>2:47</b> 94:2,8 <b>2nd</b> 7:5
<b>0</b>			<b>3</b>
<b>07039</b> 1:23			<b>3</b> 9:15 18:18 19:2 72:4 <b>30</b> 9:17 65:21,22 <b>300</b> 4:19 <b>301</b> 6:6 <b>30326</b> 5:23 <b>30j</b> 93:18 <b>321</b> 4:7,22 5:17 9:7 <b>34</b> 9:18 <b>3455</b> 5:23 <b>3500</b> 6:6 <b>3800240</b> 1:6 <b>3900</b> 3:3 <b>39201</b> 8:4 <b>3m</b> 1:12 3:18 11:24
<b>1</b>			<b>4</b>
<b>1</b> 1:18 2:7 7:5 9:14 11:21 16:15,23 53:11 95:4 97:4 97:20 <b>10</b> 9:19 45:19,23 <b>100</b> 7:11 10:21 <b>1000</b> 5:10 <b>10:30</b> 93:9,13 <b>11</b> 9:20 47:1,5 <b>1100</b> 3:10 <b>11:09</b> 2:8 11:15 <b>11th</b> 14:5 <b>12</b> 9:20,24 47:16 47:21 66:17,17 <b>1200</b> 3:20 5:3,20 8:10 <b>1201</b> 5:3,13 <b>12:16</b> 53:10 <b>12:26</b> 53:14 <b>12:56</b> 71:24 <b>13</b> 9:21 50:10,17 56:22 66:17 <b>1310</b> 8:6 <b>1320</b> 3:24 6:19 7:17,20 9:3 <b>1330</b> 3:7 <b>134</b> 7:8 <b>13th</b> 95:15 <b>14</b> 9:21 52:21,25 54:1			<b>4</b> 9:15 19:18,22 <b>4/1/2021</b> 97:3 <b>4/8</b> 80:8 <b>40</b> 9:18 <b>400</b> 4:3 <b>45</b> 9:19 69:8 <b>4520</b> 7:13

<b>46</b> 9:20	<b>92</b> 87:21 88:5,5	<b>ahead</b> 15:3 43:1	<b>appearing</b> 10:24
<b>47</b> 9:20	95:5	66:13 67:8,18	<b>appears</b> 19:2
<b>5</b>	<b>983-1234</b> 1:24	71:16,21 93:1,6	<b>applied</b> 30:18
<b>5</b> 5:6 9:16 20:10	96:21	<b>air</b> 55:4,15 58:16	<b>appreciate</b> 71:8
20:15	<b>a</b>	<b>akin</b> 40:4	76:16
<b>50</b> 9:21	<b>a.m.</b> 2:8 11:15	<b>al</b> 1:12 11:24,25	<b>approximately</b> 2:8
<b>500</b> 7:8	<b>able</b> 36:25 66:5	<b>albany</b> 38:13,16	<b>april</b> 1:18 2:7
<b>52</b> 9:21	69:2 70:18	<b>albamarle</b> 39:2,4	11:16 14:21 95:16
<b>52nd</b> 14:23	<b>acceptable</b> 93:10	59:20 60:23 74:1	<b>area</b> 15:20 20:4
<b>55</b> 5:20 8:10	<b>accurate</b> 30:20	86:14,15,21 87:1,2	21:18 80:18 83:17
<b>6</b>	32:14 46:18 47:10	87:14,24 88:4,8,16	<b>areas</b> 80:16,20
<b>6</b> 9:16 22:1,6	48:3 51:14 96:3	88:23 89:24 90:14	<b>arguments</b> 83:7
<b>600</b> 6:14 7:14	<b>action</b> 12:12	90:19 91:4,10,17	<b>arms</b> 17:1
<b>6000</b> 5:10	<b>activities</b> 35:24	92:3,10,14	<b>armstrong</b> 3:8
<b>60602</b> 6:24	65:24	<b>allied</b> 60:5	<b>asbestos</b> 28:10,13
<b>7</b>	<b>addie</b> 4:12	<b>altered</b> 37:4	41:16 43:14 46:16
<b>7</b> 9:17 30:25 31:3	<b>addition</b> 37:16	<b>ambiguity</b> 89:11	52:11 55:13 57:3
36:20 38:11	38:24 51:21	<b>amended</b> 9:18	61:9,13,21,22 62:4
<b>70</b> 6:24 74:9	<b>additional</b> 35:11	40:24	62:4,10,14 92:20
<b>70s</b> 61:11 65:18	39:1	<b>america</b> 6:22	92:20 97:3
<b>718</b> 1:24 96:21	<b>address</b> 17:8	<b>amount</b> 26:19	<b>aside</b> 61:20
<b>718-983-1234</b> 97:2	31:15	<b>anderson</b> 4:12	<b>asked</b> 13:9 16:8
<b>72</b> 9:25 84:17	<b>adjust</b> 17:13	<b>andy</b> 5:9	25:9 37:18
<b>75</b> 14:6 32:8 74:20	<b>administer</b> 12:10	<b>anheuser</b> 38:12,16	<b>asking</b> 73:12
<b>75226</b> 3:4	<b>administration</b>	<b>anniversary</b> 14:23	76:17,24 77:7
<b>76</b> 74:20,20	10:12	<b>answer</b> 59:13	89:7,18
<b>8</b>	<b>adult</b> 21:1	73:17,18 77:3	<b>assigned</b> 81:1,2
<b>8</b> 9:18 34:23,25	<b>advansix</b> 7:16	82:13 83:2 89:11	<b>assignment</b> 97:2
36:20 38:11	<b>aecom</b> 4:8	90:4	<b>assistant</b> 66:23
<b>800</b> 3:13 4:19 7:14	<b>affect</b> 64:19 65:6	<b>answered</b> 42:24	<b>associated</b> 45:9
<b>80s</b> 61:12 65:18	<b>affix</b> 95:15	<b>answers</b> 73:15	52:15
<b>82</b> 75:24,24 76:14	<b>afternoon</b> 72:7,12	<b>anybody</b> 69:7	<b>at&amp;t</b> 36:17 60:18
76:15	<b>age</b> 19:10 20:5	<b>anymore</b> 65:23	<b>athletic</b> 18:7
<b>9</b>	23:4	<b>anyway</b> 21:1	<b>atlanta</b> 5:23
<b>9</b> 9:18 34:9 40:20	<b>ago</b> 63:16 66:17	<b>apart</b> 15:19 41:20	<b>attached</b> 81:15
40:23	73:9,14 81:6,9	42:6 43:3 54:21	82:3
<b>90s</b> 61:12	85:23	54:24 55:3 86:4	<b>attending</b> 12:14
<b>914</b> 4:16	<b>agree</b> 10:5 11:19	90:9	<b>attorney</b> 13:8
	<b>agreed</b> 16:9	<b>apparently</b> 34:3	72:11 83:6 93:2
	<b>agreeing</b> 11:9	<b>appear</b> 80:2	<b>attorneys</b> 87:7

<b>audio</b> 11:17 <b>august</b> 25:21 38:14 63:22 <b>authority</b> 3:15 95:3 <b>authorized</b> 12:10 27:4 <b>ave</b> 1:22 <b>aware</b> 49:8 61:12 61:14 62:14 93:17	25:10 <b>belief</b> 96:4 <b>believe</b> 41:16 62:13 88:3 <b>bell</b> 6:22 <b>ben</b> 10:5 11:4 38:20 <b>benjamin</b> 3:3 5:16 <b>best</b> 69:6 73:16 87:8 96:3 <b>better</b> 17:3 44:18 69:20 <b>beveling</b> 41:10 <b>bevels</b> 29:1 <b>big</b> 70:14 91:23 <b>bigger</b> 31:21 38:19 <b>biography</b> 16:13 <b>birnhak</b> 12:7 <b>birthday</b> 14:4 19:4 <b>bit</b> 14:10 15:4 17:3 20:14 23:18 53:19 61:8 66:6 <b>black</b> 45:4 <b>blackish</b> 45:4 <b>blackmer</b> 3:21 <b>blackstone</b> 32:6 32:19 74:1 83:10 83:11,12,13,19 85:19 <b>blade</b> 43:21 45:3 47:11 <b>blake</b> 4:6,22 5:16 <b>blocks</b> 91:24 <b>blood</b> 67:16 <b>blount</b> 4:12 <b>blowing</b> 65:3 <b>blueberries</b> 21:13 <b>blueberry</b> 21:14 <b>bluff</b> 39:25 <b>blush</b> 41:23	<b>blvd</b> 7:11 <b>bobby</b> 73:1,2 <b>body</b> 64:22 65:6 <b>bolts</b> 54:12 <b>bond</b> 5:5 6:4 <b>bones</b> 15:25 <b>bonitz</b> 8:8 <b>border</b> 30:10 <b>bottom</b> 38:25 <b>boulevard</b> 40:8 <b>bout</b> 66:3 <b>bowery</b> 9:10 12:4 <b>bowman</b> 3:19 <b>boxes</b> 57:13 <b>boyd</b> 5:2,12,19 7:4 8:8 <b>braly</b> 3:3 9:24 11:7 13:1 16:17 17:13,18 18:20 19:20 20:12 22:3 28:6,11 35:2 36:3 38:21 39:8 40:22 42:11 44:17 45:14 45:21 46:17 47:3 47:18 48:9 49:1,6 49:13,24 50:13 51:20 52:23 53:8 53:16 55:1,19,23 56:10 58:14 59:12 59:16 60:3,16 61:7,18 64:10 68:16 71:10,21 74:11,24 76:11,19 78:22 82:12,20,24 89:9 90:2 92:16 93:5,12,20,24 <b>brand</b> 56:11,16 78:21 79:12 84:19 90:15 <b>branham</b> 3:2	<b>brass</b> 40:3 <b>break</b> 29:4 42:6 53:5,7,8,17,22 54:21,24 55:3 62:25 71:16 <b>breaking</b> 41:11,20 41:20 43:2 50:2 90:9 <b>breathe</b> 55:8,20 58:22 <b>brief</b> 53:12 <b>broader</b> 59:4 <b>broadly</b> 28:21 61:1,25 <b>bronchitis</b> 26:16 <b>brooke</b> 3:19 <b>brooks</b> 6:3 <b>brothers</b> 33:23 <b>brought</b> 22:9 <b>brush</b> 44:1,3 45:3 47:23 48:1,4 <b>building</b> 67:23 84:8,21 91:19,22 <b>building's</b> 81:5 <b>buildings</b> 80:24 81:2 91:24 <b>buildup</b> 67:21 68:8 <b>bus</b> 15:21 <b>busch</b> 38:12,16 <b>business</b> 5:12 <b>buzzing</b> 64:9 <b>bw</b> 7:10 <b>byproduct</b> 68:9
<p style="text-align: center;"><b>b</b></p>			
<b>b</b> 3:15 8:9 <b>back</b> 15:23,23 19:6 21:11 26:17 51:13 53:13 55:11 58:5 67:15 71:17 71:18 72:2 77:1 89:12 <b>bad</b> 46:16 65:12 66:4,18 67:5 <b>bags</b> 63:13 <b>bahnon</b> 5:18 <b>ball</b> 18:2 <b>band</b> 57:23 65:10 <b>bands</b> 57:25 <b>barely</b> 31:19 <b>barnwell</b> 4:10 <b>barrier</b> 4:5 <b>baseball</b> 18:9 <b>basel</b> 21:3 31:15 <b>basically</b> 27:17 <b>batten</b> 5:19 <b>bay</b> 4:7,22 5:17 9:7 <b>beach</b> 20:2,3,4 <b>beattie</b> 5:20 8:10 <b>bed</b> 67:15 <b>beginning</b> 53:15 72:4 <b>behalf</b> 5:8,12 10:18 11:7 13:10			
		<p style="text-align: center;"><b>c</b></p>	
		<b>c</b> 1:6 3:1 5:16 7:7 7:11 <b>ca</b> 12:3 <b>cabbage</b> 22:8,13 <b>cake</b> 19:3	

<p><b>california</b> 97:21  <b>call</b> 69:23,23  <b>called</b> 32:6,9 52:9  67:7  <b>camp</b> 40:8  <b>canal</b> 3:13  <b>cancer</b> 27:19 68:9  69:1 70:2,7  <b>cancila</b> 6:23  <b>capitol</b> 8:3  <b>captain</b> 18:5  <b>captioned</b> 2:3  <b>carbon</b> 35:19  <b>care</b> 14:13 22:18  22:19 29:10 68:4  69:21 70:3  <b>career</b> 23:3 37:20  37:24 39:16 59:7  <b>caregiver</b> 69:24  <b>carl</b> 4:6  <b>carolina</b> 1:1 3:15  4:13 10:8 12:2  13:19,21,23 14:1  25:11 30:7,10  33:8 35:17 36:9  36:10 38:3 39:4  39:14 40:4,8 58:8  59:3,19 60:13  72:23 73:25 74:7  75:6,9,19 77:1,10  77:24 78:10,17  79:3,5,16,19 80:5  80:10,13,23 81:16  82:3,8,19 83:14  85:22 89:20  <b>case</b> 10:4,21 11:11  68:22 97:3  <b>cat</b> 67:19  <b>cause</b> 95:12  <b>causes</b> 28:3,8</p>	<p><b>causing</b> 67:25  <b>cautions</b> 62:8  <b>center</b> 6:5,14 18:3  26:15,22,24 36:17  39:25 59:18 60:19  <b>certificate</b> 95:1  <b>certify</b> 95:4,9,11  <b>change</b> 29:4 97:5  <b>changed</b> 37:4,10  <b>charcoal</b> 45:4  <b>charles</b> 6:18  <b>charleston</b> 3:17  4:7,16,23 5:7,17  6:15 7:9 9:7 72:11  <b>charlotte</b> 5:10 6:7  <b>checked</b> 26:3,10  67:9  <b>checking</b> 42:24  <b>chemical</b> 3:11  39:3 42:5,21  55:13 60:6,23  <b>chemicals</b> 29:24  <b>chemo</b> 63:9,9,10  63:12,13,19 64:20  <b>chemotherapy</b>  63:24 64:2,12  <b>cherry</b> 3:9  <b>chicago</b> 5:12 6:24  <b>chilcote</b> 4:2  <b>child</b> 15:8,9  <b>children</b> 15:1,2  <b>chipeta</b> 6:23  <b>christian</b> 7:14  <b>circuit</b> 1:4 12:2  <b>circumstances</b>  70:24  <b>city</b> 13:21 20:3  80:23 91:23,23  <b>civil</b> 2:4 10:8  <b>clarification</b> 89:19</p>	<p><b>clean</b> 23:25 29:5  41:23 43:10,11  44:3 54:20  <b>cleaned</b> 21:18  <b>cleaning</b> 89:2  <b>clear</b> 11:4 45:25  46:5 47:25 56:15  76:11 89:6  <b>cleaver</b> 6:3  <b>clients</b> 10:18  <b>close</b> 21:11 55:7  81:19  <b>closer</b> 69:9 70:3,6  70:8,13  <b>cold</b> 81:21  <b>coleman</b> 4:15  <b>college</b> 6:6  <b>collins</b> 6:9,10  <b>color</b> 80:9,12  <b>columbia</b> 3:7,20  3:24 4:10 5:4,14  6:20 7:18,21 8:7  9:4 13:22,25  16:10 36:10 40:1  70:10 83:14,23  <b>come</b> 26:6 42:7  48:2 49:19,21  54:20 65:4,5  71:17,18  <b>comes</b> 56:14  <b>coming</b> 67:11  89:12  <b>commencing</b> 2:7  <b>commented</b> 56:24  <b>commission</b> 96:18  97:25  <b>common</b> 1:3 12:1  <b>commonly</b> 34:13  <b>companies</b> 5:15  32:2</p>	<p><b>company</b> 1:12  3:11,12,21 5:11  6:4,13 9:5,5 11:25  12:5 32:5,9 33:7  34:14 36:9 39:10  83:14,16 94:7  <b>complete</b> 76:21  <b>completely</b> 54:11  89:14  <b>computer</b> 10:13  <b>conciierge</b> 9:10  12:8  <b>concludes</b> 94:3  <b>conference</b> 25:4  <b>conferencing</b>  13:15  <b>connect</b> 48:15  <b>connected</b> 48:22  92:9  <b>connecting</b> 50:3  <b>connection</b> 50:6  <b>connections</b> 49:3  49:21 50:1 51:1  <b>consider</b> 24:5  <b>construction</b> 4:8  32:10 33:7 36:9  39:19 58:7 59:2  60:18 83:13  <b>constructors</b> 7:3  <b>continuance</b> 76:22  <b>continue</b> 11:18  33:19  <b>continued</b> 4:1 5:1  6:1 7:1 8:1 9:1  <b>continuous</b> 65:3  <b>contract</b> 83:15  <b>contracting</b> 83:16  <b>controls</b> 6:17  <b>cooper</b> 3:15 60:13  <b>cooperating</b> 10:23</p>
---	---	---	--

<p><b>corner</b> 13:17  <b>corp</b> 6:21,22 7:13  <b>corporation</b> 4:17  5:12 6:3 7:2,3 9:2  <b>correct</b> 15:15,16  18:15 21:4 24:17  24:22 30:7 32:11  34:4,5,14,23 35:20  46:10 48:13 50:23  65:2 75:5 78:8  88:6,7 95:5  <b>correctional</b> 39:25  <b>correctly</b> 40:11  86:19  <b>cough</b> 26:8  <b>coughing</b> 26:7  <b>counsel</b> 10:17  12:14 28:5,9 36:1  39:6 42:9 43:16  44:10,15,24 45:11  46:14,23,24 47:15  48:8,23 49:5,22  50:12 51:18 52:1  54:22 55:5,9,16,17  55:21 56:3,8,20  57:8 58:12,17  59:9,11,25 60:1,9  60:15,21,24 61:6  61:16 62:12 68:11  93:17,22 95:12  <b>count</b> 91:15  <b>county</b> 1:2 12:2  72:17,22,24 73:5  <b>couple</b> 53:25  64:14 87:3 90:23  90:24  <b>course</b> 38:5 39:16  <b>court</b> 1:3,21 10:16  11:25 12:7,16  25:10 95:18 96:20  97:1</p>	<p><b>cousin</b> 72:21  <b>cousin's</b> 72:25  <b>covered</b> 58:2  <b>covid</b> 13:13  <b>covil</b> 4:17  <b>cp</b> 1:6  <b>crane</b> 4:14 7:6  56:13,18 73:20,24  78:9,16,20 79:11  79:15,19,21 80:4  80:10,14 81:15  82:3,7 83:20 84:4  84:23 85:14 88:22  89:7 90:1,7,13,19  91:3,10,16 92:3,9  92:12  <b>cranes</b> 56:13  <b>create</b> 55:4,15  58:15  <b>created</b> 37:3,12  38:2  <b>creek</b> 35:17 39:14  59:21  <b>cross</b> 39:10  <b>cultivated</b> 20:22  <b>cut</b> 29:2 41:8  57:25  <b>cuts</b> 28:24  <b>cutters</b> 57:21  <b>cutting</b> 23:21,24</p>	<p><b>dan</b> 13:7 31:12  <b>daniel</b> 7:2,3 8:9  9:6 35:16 58:7  59:2  <b>daniels</b> 32:10  <b>darby</b> 7:11  <b>date</b> 16:7 97:3  <b>dated</b> 35:4  <b>daughter</b> 22:25  70:10  <b>daughter's</b> 20:19  <b>daughters</b> 33:24  <b>david</b> 3:23  <b>davis</b> 5:15 9:5,5  15:14  <b>day</b> 14:21 26:16  64:4 78:2 93:6  95:15 96:12 97:22  <b>days</b> 13:13 17:24  26:8 63:7 64:14  66:17  <b>de</b> 7:15  <b>dean</b> 3:2 5:8  <b>december</b> 34:9  35:4 75:12 76:14  <b>decide</b> 26:17  <b>decided</b> 21:15  26:9,17  <b>dedicated</b> 71:5  <b>defeating</b> 43:12  <b>defendant</b> 3:8,15  3:18 4:2,5,8,11,14  4:17,20 5:2,8,15  5:18,21 6:9,13,17  7:6,13 8:2,5,8 9:2  10:15,19  <b>defendants</b> 1:13  3:11,21 5:5,11 6:3  6:21 7:2,10,16,19  9:5 10:3,22 11:9  71:12</p>	<p><b>defense</b> 10:17 11:2  18:4 28:5,9 36:1  39:6 42:9 43:16  44:10,15,24 45:11  46:14,23,24 47:15  48:8,23 49:5,22  50:12 51:18 52:1  54:22 55:5,9,16,17  55:21 56:3,8,20  57:8 58:12,17  59:9,11,25 60:1,9  60:15,21,24 61:6  61:16 62:12 68:11  93:2,17,22  <b>defenses</b> 10:25  <b>deirdre</b> 6:14  <b>deliberately</b> 49:11  <b>denny</b> 5:13  <b>department</b> 9:17  31:7  <b>deposition</b> 1:16  10:7,20 11:10,22  95:6 96:2 97:3  <b>derek</b> 3:19  <b>describe</b> 45:1,9,16  58:19,20  <b>described</b> 50:7  <b>description</b> 9:13  <b>deteriorated</b> 45:8  45:12  <b>diagnosed</b> 25:12  25:14,17 27:10,16  27:22 63:3,4  <b>dickie</b> 4:2  <b>dickinson</b> 5:5 6:4  <b>different</b> 40:13  43:20 49:16 61:10  63:10 64:7,22  65:6,8,8 75:10  76:12,23 79:8,12  80:24 83:17 85:19</p>
	<p style="text-align: center;"><b>d</b></p> <p><b>d</b> 1:8,17 3:15,19  5:22 9:22 11:23  11:24 12:19 83:24  94:4 95:6 96:9  <b>daglio</b> 3:12  <b>dale</b> 1:8 14:18,19  14:25 15:18 69:1  69:4  <b>dallas</b> 3:4 13:16</p>		

<p><b>difficult</b> 24:5  <b>discomfort</b> 67:25  <b>discovery</b> 75:1  <b>disease</b> 25:11,14  25:16 27:15  <b>divisions</b> 5:8  <b>divorce</b> 69:14  <b>doctor</b> 25:23 26:3  27:3 66:22,23  67:7,17 68:6,13  <b>doctor's</b> 67:7  <b>doctors</b> 26:12  <b>document</b> 30:3  33:20 34:18,21  37:6,9,11 38:6,9  40:23 47:19  <b>documents</b> 36:19  36:23 37:2,14,17  38:11  <b>doing</b> 10:13 22:16  24:13,24 27:2,17  33:13,15 35:18  40:25 41:3,6 42:4  43:13 50:7 57:11  78:16 81:12 84:5  88:21 89:25 90:6  <b>dorsett</b> 4:12  <b>dougall</b> 6:9  <b>dreher</b> 83:23,24  85:2 86:10  <b>driggers</b> 9:11  <b>dry</b> 26:7  <b>due</b> 63:19  <b>duly</b> 12:20 95:10  <b>dupont</b> 4:11 35:16  39:14 59:20  <b>duriron</b> 6:3  <b>dust</b> 55:4,8,15,20  58:16,21,22  <b>dusty</b> 58:21</p>	<p><b>duties</b> 44:21</p> <hr/> <p style="text-align: center;"><b>e</b></p> <hr/> <p><b>e</b> 3:1,1 4:6,9 9:22  83:24,24  <b>e.i.</b> 35:16  <b>earlier</b> 57:2 66:11  75:16 86:24 87:4  <b>earliest</b> 86:21 88:8  <b>early</b> 4:5,21 5:15  9:6 20:7 35:9  62:16 77:16 84:17  <b>east</b> 3:13 4:7,22  5:17 8:3 9:7  <b>eastern</b> 11:16  <b>eastman</b> 3:11,12  36:10 39:14 58:8  59:3,20 73:25  74:7 75:6,9,19  77:2,10,24 78:11  78:17 79:3,6,16,19  80:5,11,14,23  81:16 82:4,8,19  85:22  <b>editions</b> 38:9  <b>effects</b> 64:16,18  <b>either</b> 29:1 70:19  86:10 90:13  <b>electricians</b> 41:18  <b>elgin</b> 6:11  <b>ellis</b> 4:18  <b>elm</b> 3:3  <b>embossed</b> 79:24  80:1  <b>emergency</b> 66:11  66:16 67:2,8,10,12  <b>employers</b> 61:19  76:13,17,23  <b>employment</b> 31:18  34:12  <b>encounter</b> 82:8  92:13</p>	<p><b>ended</b> 21:20 38:24  <b>energy</b> 4:8 9:17  31:7  <b>enjoyed</b> 22:16,17  <b>enjoying</b> 23:13  <b>enlarged</b> 31:20  <b>enterprises</b> 7:2  <b>entire</b> 21:8 77:25  <b>entitled</b> 31:18  <b>errata</b> 97:1  <b>escape</b> 39:24  <b>esq</b> 3:3,6,9,12,16  3:19,23 4:3,6,9,12  4:15,18,21 5:3,6,9  5:13,16,19,22 6:5  6:10,14,18,23 7:4  7:7,8,11,14,17,20  8:3,6,9,9 9:3,6,11  <b>et</b> 1:12 11:24,25  <b>ethyl</b> 9:2  <b>evaluate</b> 24:13  <b>event</b> 95:13  <b>eventually</b> 23:4  27:7  <b>evert</b> 5:22  <b>exact</b> 46:19 77:18  <b>exactly</b> 87:18  <b>examination</b> 9:24  12:24 72:5  <b>examined</b> 12:20  <b>example</b> 32:4  35:15 36:8 38:11  <b>exchange</b> 5:6  <b>exercise</b> 27:20  <b>exhibit</b> 9:13,14,14  9:15,15,16,16,17  9:18,18,18,19,20  9:20,21,21 16:15  16:23 18:16,18,22  19:2,18,22 20:10  20:15 22:1,5</p>	<p>30:25 31:3 34:22  34:25 36:20,20  40:20,23,24 45:19  45:23 47:1,5,16,21  50:10,17 52:21,25  54:1 56:22,22,24  74:12  <b>exhibits</b> 9:12  38:11  <b>existing</b> 29:18  59:23  <b>expect</b> 33:16  <b>expected</b> 14:14  <b>experience</b> 35:3  <b>experienced</b> 61:3  <b>expires</b> 96:18  97:25  <b>explain</b> 20:15  <b>exposed</b> 28:13  41:16 57:3</p> <hr/> <p style="text-align: center;"><b>f</b></p> <hr/> <p><b>f</b> 6:3 9:6  <b>facilities</b> 29:13,17  51:16 59:21 83:12  <b>facility</b> 29:11 30:5  35:17 36:10 38:12  38:16 39:3 40:7  40:12,14 58:8,9  59:3,20 69:9,11  70:4 83:10  <b>fact</b> 30:9 65:9  69:13  <b>fair</b> 29:8 35:13,25  44:23 46:18,19  47:10 48:3 51:14  59:24 62:19 77:20  <b>fairly</b> 65:19  <b>fairview</b> 5:10  <b>faith</b> 49:7  <b>family</b> 15:5,10  19:14 20:2 33:22</p>
--	---	---	---

<p>69:4 70:7,8 71:2,6  <b>far</b> 30:1 41:14  51:24 69:17 70:11  74:4 76:9 87:11  <b>fargo</b> 6:5  <b>farms</b> 6:10  <b>farrar</b> 5:19  <b>father</b> 33:23  <b>favorite</b> 24:4  <b>fayetteville</b> 4:13  <b>february</b> 38:13  <b>federal</b> 2:4 30:14  30:19  <b>feel</b> 32:25 64:3,5  64:12 86:17  <b>feeling</b> 53:18  64:15 72:13  <b>fellow</b> 17:22  <b>fence</b> 21:8,17  <b>fenoff</b> 9:10 12:9  <b>fibers</b> 41:19 45:17  45:18  <b>fighting</b> 27:17  <b>figure</b> 77:13 81:10  <b>figured</b> 70:13  <b>file</b> 13:9 25:10  <b>filed</b> 10:21 11:11  11:25  <b>fill</b> 30:19  <b>finally</b> 26:9 67:14  <b>financially</b> 12:12  <b>find</b> 87:4 96:2  <b>finding</b> 69:18  <b>fine</b> 11:7 41:3  73:15,18 81:12  88:14 90:17  <b>finish</b> 44:2  <b>finished</b> 40:17,18  <b>firm</b> 12:4  <b>first</b> 1:4 12:1,19  15:8 16:7,22,23</p>	<p>19:4 20:16 36:23  49:16 72:16 74:10  74:18 75:5 77:12  77:22  <b>fitter</b> 28:20,22,23  29:9 33:2 41:15  44:11,12,21 47:13  48:6 49:14,25  51:17,25 56:2,7  57:7,12 58:24  59:8,22 61:2,3  85:18,20,24 88:17  <b>fitter's</b> 44:6  <b>fitters</b> 41:18  <b>fitting</b> 33:13 36:14  41:6 86:1,6 88:19  <b>fix</b> 17:2  <b>flange</b> 42:6,22  43:18 46:12 49:2  51:1,22  <b>flanges</b> 29:2,4  41:10,20 42:7  43:2,3 44:2 46:22  48:5,12 49:19  90:10  <b>flat</b> 45:3 47:11  <b>flood</b> 42:17  <b>floor</b> 3:23 5:13  6:19 7:5  <b>flowing</b> 81:14 82:1  92:2,8  <b>flowserve</b> 6:3 8:5  <b>fluid</b> 66:3,8 67:20  67:22 68:8  <b>fluor</b> 7:2,2,3 35:16  <b>fmc</b> 5:11  <b>follow</b> 93:25  <b>following</b> 10:4  <b>follows</b> 12:21  59:15</p>	<p><b>folly</b> 4:16  <b>folsom</b> 8:3  <b>food</b> 62:25  <b>fool's</b> 14:21  <b>football</b> 16:25  17:25 18:5  <b>foregoing</b> 95:4  96:1  <b>foreman</b> 35:12  <b>forget</b> 27:4  <b>forgot</b> 85:21  <b>form</b> 10:9 28:5  36:1,7,21 37:9  39:6 42:9 43:16  44:10,15,24 45:11  46:14,23,24 47:15  48:8,23 49:5,22  50:12 51:18 52:1  55:5,9,16,17,21  56:3,8,20 57:8  58:17 59:9,25  60:1,9,15,21,24  61:6,16 62:12  68:11 78:22 82:12  82:20 89:15 90:2  92:16  <b>forman</b> 8:2  <b>former</b> 5:12  <b>forth</b> 95:7  <b>found</b> 27:6  <b>four</b> 15:7,8 18:1  <b>fox</b> 3:9  <b>frame</b> 84:16  <b>frankly</b> 68:21  <b>fred</b> 34:2  <b>free</b> 86:17  <b>friendly</b> 71:5  <b>front</b> 21:7  <b>fun</b> 20:23  <b>funny</b> 16:1</p>	<p><b>furniture</b> 13:17  <b>further</b> 72:5 95:9  95:11  <b>fuss</b> 83:8</p> <hr/> <p style="text-align: center;"><b>g</b></p> <p><b>g</b> 7:4 9:3  <b>ga</b> 5:23  <b>gadsden</b> 8:6  <b>gallivan</b> 5:2,19 8:8  <b>garcia</b> 2:5 12:8  95:18  <b>garden</b> 20:19,22  21:6,9,11,12,15,18  23:25 65:23  <b>gardening</b> 22:16  23:13,16  <b>gardens</b> 21:9,19  <b>gardner</b> 5:9  <b>garofalo</b> 5:9  <b>gasket</b> 29:6 41:12  42:12,15,22,23  43:3,9,25 44:7,13  45:2,5,10 46:7,16  47:12 48:5 49:18  49:20 50:5 55:12  55:13,24 90:13  91:3  <b>gaskets</b> 29:5 41:24  42:3,10,14 43:14  43:18 46:20 47:9  51:22 55:11 56:17  60:7 89:4,5 90:11  91:2,5,6  <b>gaston</b> 33:8 36:17  60:19  <b>gates</b> 7:7  <b>gathering</b> 23:21  <b>generally</b> 61:1  <b>generating</b> 39:10  <b>georgetown</b> 60:13</p>
---	---	--	--

<p><b>georgia</b> 30:11 38:13,16 <b>getting</b> 22:17 62:23 <b>giant</b> 22:8,12 <b>girls</b> 19:15 20:6 <b>give</b> 18:23 36:25 45:24 67:18 <b>given</b> 29:11 94:3 <b>glenn</b> 7:17 <b>go</b> 11:19 15:3 16:8 16:18 19:25 26:3 26:9,21 31:17 41:2 43:1 44:8 48:12 52:18 54:3 63:14 66:10,13 67:1,4,8,18 69:7 71:16,21,21 76:5 81:7 86:20 93:1,6 93:14 <b>gobs</b> 65:5 <b>goes</b> 25:23 32:10 42:7 49:18 73:1,2 <b>going</b> 11:15 17:7 19:22 20:3 23:3 23:15 27:25 28:15 29:23 33:4,19 34:16,19,22 39:18 41:1 45:22,23 47:5,5,20,21 50:16 51:11 52:24,25 53:9,21 54:19 55:11 56:22 59:17 63:5 67:3 71:12 71:18,23 73:7 75:3 82:24,25 83:9 92:24 93:1,5 93:24 <b>good</b> 10:15 11:14 13:2,3 31:24 49:7 53:20 54:18,18</p>	<p>57:24 70:14 72:7 72:10,13 <b>goose</b> 35:17 39:14 59:21 <b>gorman</b> 5:11 <b>gotten</b> 77:11 <b>goulds</b> 7:19 <b>government</b> 30:14 30:19 <b>grade</b> 18:2 <b>grandchild</b> 15:12 <b>granddaughter</b> 22:23 <b>grandkids</b> 15:11 <b>grass</b> 23:24 <b>grateful</b> 18:6 <b>gray</b> 8:5 <b>great</b> 4:5 14:12 81:12 <b>greene</b> 4:19 <b>greensboro</b> 4:19 <b>greenville</b> 3:10 5:20 7:5 8:10 <b>grew</b> 22:12 <b>grimké</b> 4:6,22 5:16 <b>grinding</b> 41:9 <b>grinds</b> 28:25,25 <b>grinnell</b> 7:19 <b>grow</b> 14:2 22:18 <b>grown</b> 15:10 <b>guess</b> 16:1 73:14 <b>guessing</b> 14:22 <b>guimarin</b> 39:19,21 39:22 <b>gut</b> 67:23 <b>guy</b> 25:23 <b>guys</b> 14:22,25 16:2 16:19 17:11 18:14 19:15 93:5</p>	<p><b>h</b> <b>h</b> 83:24 <b>hacking</b> 26:8 <b>hair</b> 19:6 <b>half</b> 41:2 <b>hand</b> 16:13 65:11 95:15 <b>handle</b> 79:25 80:3 <b>hands</b> 65:7,14,16 <b>hank</b> 16:12 <b>hanson</b> 32:9 <b>happen</b> 42:21 51:11 <b>happened</b> 22:11 26:1 59:6 66:14 73:8,13 <b>happening</b> 61:23 66:15 <b>hard</b> 62:22 71:8 79:10 <b>hardworking</b> 71:5 <b>harley</b> 34:3 <b>harmful</b> 61:15 62:14 <b>harrison</b> 36:9 76:13 <b>harry</b> 6:23 <b>hate</b> 65:4 93:8 <b>haynsworth</b> 5:12 7:4 <b>hazy</b> 58:21 <b>health</b> 62:15 <b>hear</b> 72:8 83:7 <b>heard</b> 52:12 <b>heat</b> 4:2 23:24 <b>heater</b> 23:22,23 <b>hedrick</b> 5:9 <b>held</b> 16:13 <b>help</b> 17:9 27:18 67:14 89:20</p>	<p><b>helping</b> 33:18 <b>helps</b> 84:13 <b>henry</b> 34:3 <b>hereof</b> 95:8 <b>hereunto</b> 95:14 <b>hey</b> 61:20 76:1 93:5 <b>hi</b> 53:17 <b>high</b> 16:4 17:25 18:1 19:7 83:23 85:2 86:10 91:20 <b>history</b> 30:1 74:25 75:14 76:3,4 82:10,18 87:6,11 92:15 <b>hold</b> 43:22 57:23 64:9 <b>holmes</b> 6:23 <b>home</b> 13:18 22:9 26:6 69:5,8 <b>homemaker</b> 14:12 <b>honewell</b> 7:16 <b>hook</b> 90:10 <b>hopefully</b> 13:12 <b>hopewell</b> 60:6 <b>hosing</b> 64:24 <b>hospital</b> 65:1 69:10 <b>hot</b> 81:19 92:5 <b>houff</b> 5:22 <b>hour</b> 41:1,2 <b>hours</b> 67:14 <b>house</b> 4:6,22 5:16 20:17,25,25 21:3 21:12 23:23 36:25 66:2,7 70:3 <b>hurting</b> 65:7 66:4 66:18 67:5 <b>hutchens</b> 8:6</p>
--	--	--	--

<p><b>i</b></p> <p><b>idea</b> 62:3</p> <p><b>identification</b> 16:16 18:17,19 19:19 20:11 22:2 31:1 35:1 40:21 45:20 47:2,17 50:11 52:22</p> <p><b>identify</b> 47:6 53:1</p> <p><b>iii</b> 4:6 5:6</p> <p><b>illinois</b> 6:24</p> <p><b>imo</b> 6:9</p> <p><b>imply</b> 89:22</p> <p><b>inappropriate</b> 89:14</p> <p><b>including</b> 10:25 33:22 35:12,19</p> <p><b>increase</b> 31:24</p> <p><b>index</b> 9:12</p> <p><b>industrial</b> 39:10</p> <p><b>industries</b> 3:22 6:9</p> <p><b>information</b> 37:23</p> <p><b>initially</b> 26:12</p> <p><b>install</b> 28:24</p> <p><b>installed</b> 29:3 57:18 58:11 84:24</p> <p><b>installing</b> 29:14 84:6,19 85:3,5,15</p> <p><b>instrumentation</b> 4:14</p> <p><b>insulate</b> 57:14</p> <p><b>insulated</b> 51:5 56:25</p> <p><b>insulating</b> 57:15</p> <p><b>insulation</b> 4:5 9:5 57:14,17,22,22 58:1,3,10,15,23 59:6,23 60:8</p> <p><b>insulator</b> 50:25</p> <p><b>insulators</b> 41:19 57:4,5,5,10,16</p>	<p>58:9,23 59:5,22 60:8</p> <p><b>intelligent</b> 14:13</p> <p><b>interest</b> 92:25</p> <p><b>interested</b> 12:13 95:13</p> <p><b>international</b> 7:2 7:3,16 40:7,12 86:24</p> <p><b>interrupting</b> 77:5</p> <p><b>intl</b> 3:8</p> <p><b>introduce</b> 13:5 14:16</p> <p><b>involved</b> 83:19 84:4</p> <p><b>involves</b> 33:17</p> <p><b>ip</b> 7:10 8:2</p> <p><b>issue</b> 10:11</p> <p><b>issues</b> 11:4</p> <p><b>it'd</b> 65:7</p> <p><b>itt</b> 7:19</p> <p><b>iv</b> 4:21 9:6</p> <hr/> <p><b>j</b></p> <p><b>j</b> 1:8 2:5 7:14</p> <p><b>jackson</b> 8:4</p> <p><b>james</b> 7:17 9:10 12:9</p> <p><b>janet</b> 4:3</p> <p><b>jean</b> 8:3</p> <p><b>jernigan</b> 4:12</p> <p><b>jersey</b> 1:23</p> <p><b>jessica</b> 5:3</p> <p><b>job</b> 28:17,19,20 30:18 32:18 35:3 35:24 38:4 44:6 44:12,14 56:1 57:6,24,24 58:6,10 60:5,7,8 74:10,18 81:7,8 83:18 84:4 85:2,12,22 86:2,6 88:15 91:13,14</p>	<p><b>jobs</b> 29:4 33:3 35:11,13,25 36:8 39:1 83:15 85:22</p> <p><b>joe</b> 32:9</p> <p><b>joined</b> 59:11</p> <p><b>joseph</b> 4:9</p> <p><b>jr</b> 6:10,23</p> <p><b>judging</b> 19:3,10 20:5 65:17</p> <p><b>judicial</b> 1:4 12:1</p> <p><b>june</b> 75:4 77:23</p> <p><b>jurisdiction</b> 11:2</p> <p><b>jury</b> 13:5 46:6 66:14,14 68:23 70:25 71:2</p> <hr/> <p><b>k</b></p> <p><b>k</b> 4:3 6:3</p> <p><b>k&amp;l</b> 7:7</p> <p><b>kassel</b> 3:6</p> <p><b>keep</b> 20:20</p> <p><b>keeping</b> 23:24 51:24</p> <p><b>kennedy</b> 4:5,21 5:15 9:6</p> <p><b>kept</b> 65:14,14</p> <p><b>kernodle</b> 4:15</p> <p><b>kid</b> 15:15</p> <p><b>kidding</b> 69:13</p> <p><b>kids</b> 18:11</p> <p><b>kimberly</b> 6:5</p> <p><b>kincheloe</b> 5:9</p> <p><b>kind</b> 15:22 16:19 22:15 25:22 27:11 29:22 30:19 40:13 42:19 43:17,21,24 45:1,8 54:21 59:4 62:7,23,24 63:8 64:18 68:17 70:16</p> <p><b>kinds</b> 27:1 29:21 51:10 57:10</p>	<p><b>king</b> 7:14</p> <p><b>knew</b> 16:2 34:3 61:9</p> <p><b>knife</b> 43:21</p> <p><b>know</b> 15:25 17:11 20:21 23:2,25 25:16 26:2,9 27:5 27:8 44:4 49:6 54:9 57:14 59:18 59:19 61:20 62:21 62:22 63:13 64:6 65:13 67:11 68:15 68:17 69:5,10,15 71:7 72:21 73:10 73:17,17 74:6 75:13 76:19 77:14 79:18 80:16 81:9 81:17,20 82:9,17 87:20 89:3 90:17 92:14 93:13,17</p> <p><b>knowledge</b> 96:3</p> <p><b>known</b> 30:6 34:13</p> <p><b>knudsen</b> 34:14 36:6</p> <p><b>kodak</b> 3:12 58:9 59:3</p> <p><b>kozick</b> 4:15</p> <p><b>krutz</b> 8:2</p> <hr/> <p><b>l</b></p> <p><b>laboratories</b> 6:22</p> <p><b>lack</b> 11:1 44:18 69:20</p> <p><b>lady</b> 22:22</p> <p><b>laffitte</b> 5:3</p> <p><b>laid</b> 35:23</p> <p><b>laney</b> 3:16</p> <p><b>late</b> 19:11 38:17</p> <p><b>lately</b> 63:11</p> <p><b>laurel</b> 3:7</p> <p><b>law</b> 38:3 69:14 95:10</p>
--	--	--	---

<b>lawrence</b> 5:22	<b>lives</b> 70:10	<b>lung</b> 26:19	<b>materials</b> 55:14
<b>lawsuit</b> 13:9 25:9 30:15	<b>living</b> 13:21,22	<b>lynch</b> 9:6	<b>matter</b> 2:3 11:23
<b>lawyers</b> 25:4	<b>livingston</b> 1:23	<b>m</b>	<b>maul</b> 24:9,11
<b>lay</b> 67:15	<b>llc</b> 3:16,22 4:5,21 5:2,8,15 7:19,19 9:6	<b>m</b> 4:15 7:8 8:3,6	<b>maurides</b> 8:9
<b>leading</b> 69:14	<b>llp</b> 3:2,9,13,19 4:12 5:5,9 6:4,23 7:7,13 8:2	<b>madison</b> 6:24	<b>mccamey</b> 4:2
<b>leak</b> 42:15 52:3	<b>located</b> 91:17,20	<b>magrath</b> 7:11	<b>mccool</b> 6:14
<b>lean</b> 69:24,25	<b>location</b> 56:1	<b>main</b> 3:20,24 5:3 5:13 6:19 7:5,17 7:20 9:3 69:3	<b>mcdonald</b> 7:4 10:2 10:2 11:12
<b>leave</b> 69:8	<b>locations</b> 39:15 83:17	<b>maintain</b> 44:7	<b>mcguirewoods</b> 3:13
<b>leaving</b> 21:20	<b>long</b> 52:3 64:23 73:8,13 81:6,9	<b>maintaining</b> 29:18 51:24	<b>mcleod</b> 5:6
<b>lee</b> 4:18 9:10 12:4	<b>longer</b> 62:25 67:5	<b>maintenance</b> 35:19 82:10,17 92:15	<b>mcvey</b> 3:6,6 17:12 17:16 38:19 64:8 76:1,2
<b>left</b> 46:11 70:20	<b>look</b> 15:23 33:20 46:13,20 47:22 53:2 67:4 69:10 74:24,25 76:5 86:16,17	<b>major</b> 5:13	<b>mcvey's</b> 17:9
<b>legs</b> 17:1	<b>looked</b> 36:7 45:2 48:4 58:20 65:18 75:15	<b>making</b> 44:4 64:12 76:5	<b>mean</b> 20:21 23:12 24:2 33:15 42:24 44:20,20 50:3 63:18 65:14 66:19 67:1 86:2 87:10 89:21
<b>length</b> 28:25	<b>looking</b> 21:6 22:7 22:8 56:21,23 86:18	<b>man</b> 18:8	<b>meaning</b> 29:22 37:3
<b>lexington</b> 26:15,21	<b>looks</b> 19:5 46:15 47:6,23 53:3 84:11 86:20	<b>march</b> 14:20 18:14 33:5	<b>means</b> 14:22 24:20
<b>liberty</b> 6:14	<b>loosen</b> 54:12,13	<b>mark</b> 9:3 34:22 47:5	<b>meant</b> 81:23
<b>life</b> 21:1 23:5 28:12,16 30:5	<b>lost</b> 65:19,21	<b>marked</b> 16:15,23 18:16,18,22 19:18 20:10 22:1 30:25 34:25 40:20 45:19 47:1,16,20 50:10 52:21,25	<b>measurements</b> 28:23 41:8
<b>lifetime</b> 38:5	<b>lot</b> 10:5 19:6 23:14 23:15 27:5 51:9 52:3 64:21 67:20 79:2,5,8	<b>married</b> 14:19 15:6	<b>med</b> 26:14
<b>light</b> 15:24	<b>love</b> 15:10	<b>material</b> 41:12,22 42:16,22,23 43:4,9 43:25 44:8,13 45:2,5,10,13 46:11 47:12 48:5 50:5 52:6,8,11,16,18 53:3 54:2,2,5,14 54:16,20 55:3,8,12 55:24 56:18 81:14 82:1 92:2,8,21	<b>media</b> 11:21 53:11 53:15 71:25 72:4 94:5
<b>likelihood</b> 68:21	<b>lower</b> 21:17		<b>medical</b> 26:15,21 26:24 27:23 63:5 70:3
<b>limited</b> 10:25	<b>lunch</b> 53:22 71:17 72:1		<b>medium</b> 81:20,23 92:4,5
<b>line</b> 42:5,20,21 91:20 97:5			<b>meet</b> 93:3
<b>linebacker</b> 18:3			<b>meeting</b> 3:17 6:15 7:8
<b>lines</b> 55:12,13			<b>meetings</b> 61:25 62:2
<b>list</b> 32:13,19 33:22 38:12 86:13			
<b>listed</b> 30:22 31:11 32:1,23 35:4,18			
<b>listen</b> 71:10			
<b>listing</b> 38:4 40:6			
<b>lists</b> 35:11 39:1			
<b>little</b> 14:10 15:4 17:2 20:14 21:10 23:18 53:19 61:8 66:6			
<b>live</b> 13:25 69:18			
<b>lived</b> 14:1 15:19 20:25			

<p><b>megan</b> 7:11 9:11  <b>melissa</b> 7:8  <b>members</b> 13:5  71:2  <b>mentioned</b> 42:2  48:19,20,21 57:4  73:20 86:12  <b>mentions</b> 39:13  <b>meridian</b> 3:23  6:19  <b>meriwether</b> 7:20  <b>mesothelioma</b>  25:18,20 27:7,13  27:23 28:3,8 63:6  65:20  <b>mess</b> 51:24 54:11  <b>met</b> 5:8 13:8 14:9  15:18  <b>metal</b> 57:22,23,25  58:2 59:18  <b>metals</b> 6:21 36:17  60:19  <b>metric</b> 60:18  <b>meub</b> 4:3  <b>michael</b> 3:12  <b>middle</b> 77:17  <b>miles</b> 15:19  <b>mill</b> 40:13  <b>millwrights</b> 41:18  <b>mind</b> 56:14  <b>minutes</b> 85:23  <b>mississippi</b> 8:4  <b>mittell</b> 4:12  <b>mixed</b> 23:1  <b>moffatt</b> 7:4  <b>moment</b> 14:15  18:23 41:25 50:15  <b>monday</b> 66:21  <b>monitor</b> 67:16  <b>months</b> 31:25  77:25</p>	<p><b>morning</b> 11:14  13:2,3 73:21  <b>morrison</b> 34:14  36:6  <b>mott</b> 10:2  <b>mount</b> 7:12  <b>move</b> 66:6 69:5,6  69:9,15 83:9  <b>moved</b> 13:24 70:2  70:12  <b>movie</b> 16:9,14  <b>moving</b> 69:17  <b>mt</b> 1:22  <b>mullins</b> 3:22 6:13  6:18 7:16,19 9:2  <b>multiple</b> 39:15  <b>mute</b> 51:6  <b>myrtle</b> 20:4</p>	<p><b>need</b> 11:5 13:17  17:9,12,13 26:3  75:1 89:10  <b>needed</b> 44:8 91:8  <b>needs</b> 28:24,25  45:6  <b>nelson</b> 3:22 6:13  6:18 7:16,19 9:2  <b>never</b> 24:24  <b>new</b> 1:23 29:14  44:4 54:16 69:18  84:19,23,24 85:6  85:14,15  <b>newly</b> 10:21  <b>nice</b> 20:21 93:3  <b>nicholas</b> 6:18  <b>nick</b> 3:9  <b>nokia</b> 6:22  <b>non</b> 92:20  <b>normal</b> 83:15  <b>north</b> 4:13,19 7:5  7:14 72:22,23  <b>nose</b> 64:23 65:2  <b>notary</b> 2:6 95:19  96:17 97:21,24  <b>note</b> 10:17 11:17  <b>noted</b> 12:15 94:8  <b>notes</b> 86:16,17  92:24  <b>november</b> 14:5  32:4 75:24 76:13  84:12 85:9  <b>number</b> 12:3  16:23 18:22 19:2  19:22 20:15 22:6  31:3 34:23 45:23  50:17 90:24 94:5  <b>numbers</b> 81:5</p>	<p style="text-align: center;"><b>o</b></p> <p><b>o</b> 4:21  <b>o'clock</b> 71:18  <b>oath</b> 10:12 12:11  24:19  <b>object</b> 36:1 39:6  42:9 44:15,24  45:11 46:14,23,24  47:15 48:8,23  49:5,22 50:12  51:18 52:1 55:9  55:16,17,21 56:3,8  56:20 57:8 58:17  59:9,25 60:1,9,15  60:24 61:6 62:12  68:11  <b>objection</b> 10:15  28:5,9 44:10  54:22 55:5 58:12  78:22 82:12,20  89:9,15 90:2  92:16  <b>objectionable</b> 49:9  <b>objections</b> 10:9  49:7,11 83:1  <b>observe</b> 69:2  <b>observed</b> 51:15  <b>obviously</b> 10:23  <b>occasionally</b> 83:1  <b>october</b> 32:5 84:12  85:9  <b>odd</b> 20:14  <b>offense</b> 18:3  <b>office</b> 13:16 67:7  <b>official</b> 86:5 95:15  <b>oh</b> 16:5 17:21  18:21 23:1  <b>okay</b> 11:12 17:19  23:11 25:22 26:1  26:11 27:10,21  28:1,16 29:13</p>
	<p style="text-align: center;"><b>n</b></p> <p><b>n</b> 3:1 9:22  <b>name</b> 12:4 13:7  14:17 15:13 25:16  27:4 72:25 73:2  80:22 91:21 97:3  97:4  <b>named</b> 18:4  <b>nameplate</b> 79:23  80:1  <b>names</b> 56:11,16  72:19 81:5  <b>narrow</b> 84:13  <b>nassau</b> 6:21 36:17  59:18 60:19  <b>nauseous</b> 64:21  <b>nc</b> 4:19 5:10 6:7  <b>ne</b> 5:23  <b>near</b> 39:25 40:4,7  <b>necessarily</b> 82:6  <b>necessary</b> 91:6  <b>neck</b> 19:8</p>		

<p>30:2,9 32:13  33:21 34:20 35:23  38:8,8 39:18  40:17 41:6,13  44:11,18 46:11  50:5 51:1,8,11,12  51:21 52:15 53:4  53:23,24 54:17  56:5 58:2,5,19  59:3 62:17,25  63:1 64:5 67:22  68:17,20,24 71:7  71:19 72:8 73:18  73:19 74:3,6 75:8  77:15 78:14,19  83:3 88:3,11,13,25  91:1 93:2 94:1  <b>old</b> 14:7 20:24,24  42:21,23 43:3  54:15,17,19 58:8  60:8 86:9 89:4  <b>older</b> 15:21  <b>oldest</b> 70:9  <b>omar</b> 3:2  <b>once</b> 50:20  <b>operational</b> 51:25  <b>opposed</b> 78:21  79:11 90:14  <b>orangeburg</b> 1:2  12:3 39:3,5 60:23  72:17,22,23 73:4  <b>outcome</b> 12:13  <b>outright</b> 68:7  <b>overlooked</b> 22:22  <b>owned</b> 7:10</p>	<p><b>p1-4510043</b> 97:2  <b>pa</b> 4:4  <b>pack</b> 90:8  <b>packing</b> 52:13  54:14,15,17,19  55:2,8 56:6,17  60:7 90:8,9,13,18  <b>page</b> 9:13,24 39:1  89:23 95:4,8 97:5  <b>pain</b> 68:1  <b>painters</b> 43:22  <b>pandemic</b> 13:13  <b>paper</b> 40:7,12,13  40:16,18 86:24  <b>paperwork</b> 67:10  <b>parcel</b> 44:6  <b>part</b> 16:25 20:7  23:16 25:9 26:14  30:13,15 32:14  35:9,21 44:5,19,20  52:4 56:1 61:2  85:15 91:13  <b>participate</b> 11:3,9  <b>particular</b> 79:16  82:11 89:8 90:1  91:19 93:8  <b>parties</b> 11:19  95:12  <b>parts</b> 64:22 65:6,8  <b>party</b> 12:11 19:4  <b>pasquini</b> 3:16  <b>pastime</b> 24:4  <b>peachtree</b> 5:23  <b>penalty</b> 24:21  <b>people</b> 23:4 25:2  27:12 51:10  <b>percent</b> 10:21  <b>perfectly</b> 73:18  <b>period</b> 59:1  <b>periods</b> 77:11</p>	<p><b>perjury</b> 24:21  <b>person</b> 14:13  65:19 69:25 71:5  71:5  <b>personal</b> 11:1  <b>personally</b> 46:7  <b>personnel</b> 9:17  31:7  <b>phillips</b> 9:3  <b>phone</b> 51:7,10  <b>photo</b> 9:14,14,15  9:15,16,16,19,20  9:20,21,21 20:18  21:23,25 22:4,23  47:4 50:18 51:2  <b>photograph</b> 17:20  19:1,21 45:22,25  46:1,6 47:19 48:1  50:16,20,24  <b>photographs</b>  16:19 17:14 65:17  <b>phrase</b> 44:19  52:12 69:21  <b>physical</b> 65:24  <b>physically</b> 24:5  70:7  <b>pick</b> 15:22,24 33:4  <b>picking</b> 93:7  <b>picture</b> 18:21  19:11,23 20:6,13  20:16,17 46:8  50:21 54:1  <b>piece</b> 45:7 54:20  <b>pierce</b> 4:5,6,21  5:15 9:6  <b>pine</b> 39:25  <b>pineville</b> 39:11  <b>pipe</b> 28:20,22,23  28:24,24 29:1,3,9  33:2,13 35:20,20  36:13 41:6,8,15,18</p>	<p>42:16 44:6,11,12  44:21 47:13 48:6  49:14,25 50:3  51:16,25 56:2,7  57:6,11 58:24  59:7,22 61:2,2  81:18 84:6 85:5  85:18,20,24,25  86:6,9 88:17,18  <b>pipes</b> 29:7 41:10  41:11 42:7 48:13  48:15 49:19 57:15  62:8  <b>pipng</b> 29:10,14,19  29:21,23 44:7,8,13  44:22 47:13 48:21  49:3,17 50:8  55:25 57:18 58:23  59:23 79:2 82:2  84:6,20,25 85:3,16  92:2,8  <b>pittsburgh</b> 4:4  <b>place</b> 4:3 5:20 8:10  11:18 35:8 69:18  69:18 86:13 90:23  95:7  <b>places</b> 37:19 65:8  <b>plaintiffs</b> 1:10 3:2  11:8  <b>plan</b> 93:7  <b>plant</b> 20:20 22:9  22:10 35:18 40:4  60:12 61:21 74:1  74:8 75:19 78:11  78:17 79:3,6,16,19  80:6,11,14 81:16  82:4,8,19 86:14,15  87:1,2,14,25 88:4  88:9,16,23 89:25  90:14,19 91:4,11  91:17 92:3,10,14</p>
<b>p</b>			
<p><b>p</b> 3:1,1 5:13 8:9  <b>p.a.</b> 4:9 5:2,12,19  7:10 8:8  <b>p.m.</b> 53:10,14  71:24 72:3 94:2,8</p>			

<p><b>planted</b> 22:10  <b>plants</b> 21:14 42:17  <b>played</b> 18:1,9  <b>playing</b> 17:25 18:3  <b>pleas</b> 1:3 12:1  <b>pleasant</b> 1:22 7:12  <b>please</b> 11:17 12:16  13:4 49:10 51:6  74:5  <b>plowden</b> 4:9 7:10  <b>plumber</b> 32:19,22  32:24  <b>pneumonia</b> 26:19  <b>point</b> 23:5 30:5  43:9 44:14  <b>pointed</b> 32:18  <b>points</b> 50:6  <b>pope</b> 3:16  <b>possession</b> 36:24  50:22  <b>possibly</b> 72:22  <b>pounds</b> 65:21  <b>powell</b> 6:13  <b>power</b> 4:20 60:12  <b>ppg</b> 4:3  <b>predicating</b> 89:12  <b>presence</b> 57:4  <b>present</b> 9:10 31:14  <b>pressure</b> 67:16  81:25 92:6,7  <b>pretty</b> 10:20 21:10  <b>previously</b> 30:23  57:17 58:11  <b>primarily</b> 23:12  <b>primary</b> 28:17  <b>prior</b> 56:21  <b>priority</b> 1:21 12:5  12:9 62:18 94:6  96:20 97:1  <b>pro</b> 5:8</p>	<p><b>probably</b> 10:19  17:8,9 41:1 63:19  71:16 73:1  <b>problem</b> 26:2  <b>procedure</b> 2:4  10:8 68:3  <b>proceed</b> 12:23  72:14  <b>process</b> 11:1 80:15  80:18  <b>processing</b> 91:19  <b>product</b> 44:2  <b>products</b> 48:11,20  <b>professional</b> 2:6  37:20,24  <b>professionals</b>  27:23  <b>progression</b> 27:19  <b>project</b> 30:6,9,13  34:10  <b>pronunciations</b>  39:24  <b>property</b> 21:20  <b>protect</b> 61:22  <b>provide</b> 16:20  37:22  <b>public</b> 2:6 3:15  95:19 97:24  <b>pump</b> 3:21 5:8,12  <b>pumps</b> 29:4 48:21  48:22 49:2,21  50:3 55:25 62:8  <b>purpose</b> 43:12  <b>pursuant</b> 2:3 10:7  <b>put</b> 21:15 24:19  54:16 74:13 75:15  87:7  <b>putting</b> 29:2  <b>putty</b> 43:21</p>	<p style="text-align: center;"><b>q</b></p> <p><b>question</b> 10:10  37:15 49:10,16  51:14 71:8 82:14  83:2 89:11,12,19  89:21  <b>questionnaire</b>  9:17 30:20,22  31:8  <b>questions</b> 25:5  28:16 36:22 48:11  53:25 56:5 71:13  71:14 72:12 73:8  73:9 93:2,14  <b>quickly</b> 64:6  <b>quiet</b> 11:13</p> <p style="text-align: center;"><b>r</b></p> <p><b>r</b> 3:1,12 83:24,24  <b>rachel</b> 8:6  <b>raised</b> 19:15  <b>raleigh</b> 4:13  <b>randi</b> 2:5 12:7  59:12 95:18  <b>random</b> 33:4  <b>range</b> 92:4  <b>ray</b> 26:18  <b>rays</b> 27:3  <b>rd</b> 5:10  <b>read</b> 59:14 67:19  96:1  <b>reading</b> 35:22  76:2 86:19  <b>ready</b> 53:5 93:14  <b>real</b> 65:11 66:18  <b>realize</b> 11:10 26:2  <b>really</b> 15:9 19:8  20:20 27:8 44:2,3  46:5,16 65:5  66:19 68:14 69:7  69:19 87:3</p>	<p><b>reason</b> 70:12,12  97:5  <b>recall</b> 27:2 40:1,3  61:22 62:7 78:25  81:4 88:12,21,25  89:1,25 90:6  <b>recess</b> 53:12 72:1  <b>recognize</b> 92:20  <b>recollection</b> 40:14  75:2 78:15  <b>record</b> 2:2 10:17  11:15,20 12:15  53:10,14 59:14  71:22,24 72:3  74:13 76:12,20  94:2  <b>recorded</b> 11:22  <b>recording</b> 11:18  13:6 24:14 68:19  71:1  <b>recover</b> 27:13  <b>recovery</b> 27:15  <b>recycling</b> 36:17  59:18 60:19  <b>reference</b> 34:2  <b>referring</b> 89:5  <b>reflection</b> 32:14  <b>refresh</b> 75:2  <b>regardless</b> 35:23  61:3  <b>registered</b> 2:5  <b>regular</b> 43:20  44:19,20,21 56:1  <b>regularly</b> 56:7  <b>related</b> 12:11  25:11 68:9,19  <b>relates</b> 41:14  <b>relatives</b> 72:17  73:4  <b>relegated</b> 91:7</p>
--	--	---	---

<b>relocating</b> 69:17 <b>rely</b> 75:14 76:4 87:6 <b>remember</b> 15:17 16:6,11 19:23,25 23:8 26:11 35:21 38:15 39:2,4,9 40:9 56:11,16 57:5 58:9 73:15 73:21,23 74:2 75:18,22 77:15,17 78:9,11,24 79:11 79:14,17 80:4,9,12 80:13 81:7,11,12 81:13,25 82:5 84:2,8,14 85:8 86:23 88:14,14 90:16 91:16 92:1 92:7,11 <b>remembered</b> 71:3 71:4 <b>remembers</b> 74:16 76:25 <b>remind</b> 93:18 <b>remote</b> 1:16 10:12 11:22 <b>remotely</b> 12:14 <b>removal</b> 58:15 <b>remove</b> 43:25 44:7 44:13 48:5 55:2 57:17,25 58:10 60:6 <b>removed</b> 45:7 50:6 56:17 <b>removing</b> 55:24 56:5 58:23 59:6 59:22 60:8 86:9 <b>repair</b> 42:4,20 82:10,17 89:3,3 92:15	<b>repairing</b> 89:3 <b>repairs</b> 29:3 <b>rephrase</b> 73:11 89:24 <b>replace</b> 41:23 91:3 91:6 <b>replaced</b> 52:7 91:5 <b>replacement</b> 90:18 <b>replacing</b> 89:4 90:8,11 91:1 <b>report</b> 67:19 <b>reporter</b> 2:6 10:16 12:7,16 51:6 59:14 95:18 <b>reporting</b> 1:21 96:20 97:1 <b>represent</b> 10:3 <b>representation</b> 46:19,20 47:11 48:3 51:15 <b>required</b> 38:3 97:21 <b>reserve</b> 11:5 49:10 <b>reserved</b> 10:10 <b>residence</b> 31:14 <b>responses</b> 75:1 <b>responsibilities</b> 86:6 <b>responsible</b> 29:9 <b>rest</b> 70:6,8 <b>result</b> 65:20 <b>resume</b> 9:18 34:23 35:8,11,23 36:21 37:4 38:24 39:13 <b>retained</b> 94:6 <b>retired</b> 23:9,11,13 87:22,25 <b>retirement</b> 23:5 <b>review</b> 92:24 <b>rework</b> 41:21	<b>richardson</b> 4:9 7:10 <b>richmond</b> 3:14 <b>ries</b> 4:12 <b>right</b> 13:10 14:6 14:23 16:18,24 17:11,20,22 18:13 18:23 19:1,12,16 20:5,8 22:6,12,12 22:20,24 23:2,2,5 24:2,13,15,25 25:3 25:6,8,12 30:11,16 30:23 31:12,15 32:2,3,6 33:5,19 33:25 34:7,10 35:4,5 36:14,15 37:6,12,20 39:16 39:19 40:18,19 43:5 44:5,5 46:7,9 48:18 50:22 51:13 56:25 58:3 62:17 62:22 63:20,21,25 64:16 66:8 70:4 71:1 73:7 74:19 75:13 82:19,22,23 83:1,4 84:20 85:16 86:18,22 87:15,19 <b>rights</b> 11:6 <b>riley</b> 3:16,22 4:20 6:13,18,23 7:16,19 9:2 <b>river</b> 30:6 34:10 <b>road</b> 4:16 5:23 6:10 21:3 31:15 40:1 <b>robert</b> 7:20 73:1,2 <b>robinson</b> 4:9 7:10 8:5 <b>robust</b> 65:19	<b>rode</b> 15:20 <b>rogs</b> 9:19 40:24 <b>roll</b> 52:11 <b>rolls</b> 40:16 <b>room</b> 66:11,16 67:2,8,10,12 91:22 <b>rothschild</b> 3:9 <b>rounds</b> 63:24 <b>rpr</b> 95:18 <b>rule</b> 93:18 <b>rules</b> 2:4 10:8 89:20 93:25 <b>run</b> 26:23 <b>running</b> 21:7 24:10 64:23 <b>rupp</b> 5:11 <b>rural</b> 15:20 <b>rust</b> 5:5 <b>ryan</b> 3:16
<b>s</b>			
<b>s</b> 3:1 6:14 97:5 <b>s.c.</b> 9:5 <b>safely</b> 62:4 <b>safer</b> 6:23 <b>safety</b> 61:25 62:2 <b>sampling</b> 4:14 <b>santee</b> 3:15 60:12 <b>saturday</b> 66:17 <b>savannah</b> 30:6 34:10 <b>save</b> 76:3 <b>saving</b> 83:6 <b>saw</b> 16:11 20:16 59:22 67:17 80:5 80:14,18 <b>saying</b> 24:15 76:20 88:1 <b>says</b> 31:6 33:6,8 33:12 35:22 <b>sc</b> 3:7,10,17,20,24 4:7,10,16,23 5:4,7			

<p>5:14,17,20 6:11,15 6:20 7:5,9,12,18 7:21 8:7,10 9:4,7 <b>scan</b> 67:3,18,19,19 <b>scarborough</b> 3:22 6:13,18 7:16,19 9:2 <b>schedule</b> 63:18 <b>scheduled</b> 68:3 <b>school</b> 15:21 16:3 16:4 17:25 18:2 19:8 83:23 85:3 86:10 <b>scottie</b> 4:18 <b>scrape</b> 41:22,22 43:18 45:3 46:21 47:9,12 55:12 <b>scraper</b> 43:20,21 47:11 <b>scraping</b> 41:12 42:2 43:6,9 51:21 <b>screen</b> 16:24 17:15 17:20 31:4,22 <b>scroll</b> 36:4 <b>seal</b> 95:15 <b>second</b> 9:18 15:9 40:24 42:2 45:24 75:11,25 76:21 78:4 <b>section</b> 31:17 38:25 <b>security</b> 9:17 30:20 31:7 36:7 36:21 37:9 <b>see</b> 13:15 16:8,12 16:12,24,25 17:2 17:16,19 21:17,25 26:10 31:3,9,18,19 31:25 32:20 33:10 35:15 36:4,8,11 38:20,22 46:3</p>	<p>50:18 51:2 60:7 68:22,23 70:25 74:15 80:15 93:4 93:16 <b>seeing</b> 13:6 21:23 73:24 78:9 <b>seen</b> 38:5 <b>send</b> 67:9 <b>senior</b> 18:4 <b>sense</b> 73:11 <b>sent</b> 27:3 66:16 <b>september</b> 36:5 <b>sequence</b> 76:22 <b>served</b> 10:22 <b>service</b> 3:15 11:1 <b>services</b> 1:21 7:3 96:20 <b>set</b> 61:19 95:7,14 <b>sharon</b> 15:8 70:10 <b>sheet</b> 97:1 <b>sheetrock</b> 43:23 <b>shelly</b> 15:9 19:10 22:9 <b>shelly's</b> 15:15 19:3 <b>shop</b> 21:10,13 <b>shoulder</b> 15:25 <b>show</b> 18:10 19:21 22:5 30:4 31:2 38:1 45:22 47:4 47:20 50:16 52:24 56:22 <b>showed</b> 46:8 50:21 <b>showing</b> 30:3 46:2 <b>shows</b> 87:12 <b>shut</b> 52:5 <b>sick</b> 69:22 70:19 <b>side</b> 21:13,14,16 21:17 64:25 <b>signature</b> 34:6 95:16</p>	<p><b>signed</b> 34:9 <b>significance</b> 20:18 <b>silver</b> 80:12 <b>similar</b> 47:8 <b>simply</b> 76:25 <b>singewald</b> 7:14 <b>single</b> 59:17 <b>singled</b> 59:1 <b>sinkler</b> 5:12 7:4 <b>sir</b> 34:23 <b>sister</b> 33:24 <b>site</b> 58:10 <b>sites</b> 38:4 57:6 <b>situation</b> 68:14 <b>six</b> 67:14 <b>size</b> 21:22 23:25 80:4,7 <b>skinny</b> 15:24 <b>sloan</b> 4:5,21 5:15 9:6 <b>small</b> 22:9 26:18 31:20 53:7 83:13 <b>smaller</b> 21:24,25 <b>smith</b> 4:12 <b>smoot</b> 5:16 <b>sniffles</b> 25:24 <b>solid</b> 45:7 <b>son</b> 69:14 <b>sore</b> 64:25 <b>sorry</b> 23:1 42:25 51:8 54:17 77:4 93:18 <b>sounds</b> 63:23 <b>source</b> 87:8 <b>south</b> 1:1 3:15 6:6 10:7 12:2 13:19 13:21,22 14:1 25:10 30:6,10 33:8 35:17 36:10 38:3 39:3 40:4,8 60:13 72:22 83:14</p>	<p>89:20 <b>southern</b> 9:5 <b>speaking</b> 28:21 61:1 <b>specific</b> 31:25 58:6 76:8,10 78:15 79:14 89:2 <b>specifically</b> 76:25 88:21 89:25 <b>spi</b> 5:2 <b>splitter</b> 24:10,11 <b>splitting</b> 23:22 24:2,8 26:5 <b>spread</b> 41:19 <b>srp</b> 36:6,20 <b>stainless</b> 35:19 <b>stairs</b> 66:2 <b>standard</b> 9:19 40:24 <b>starr</b> 5:15 9:5,5 <b>start</b> 20:2 28:17 57:14 63:10 64:5 64:6,15 68:25 74:7 87:9 93:8,9 93:13 <b>started</b> 18:2,3 26:6 65:11 66:18 <b>state</b> 1:1 10:4 12:2 25:10 30:10 49:8 <b>statement</b> 2:2 <b>station</b> 39:11 <b>stave</b> 27:18 <b>staying</b> 63:17 <b>steam</b> 29:24 42:4 42:20 55:12 <b>steel</b> 35:20 <b>stein</b> 5:9 <b>stem</b> 52:4 54:13 90:8 <b>stems</b> 52:19 54:3</p>
---	---	--	---

<p><b>stenographic</b> 12:15  <b>stepfather</b> 33:23  <b>stephen</b> 4:15  <b>stipulate</b> 10:14  <b>stomach</b> 66:4,9,18  66:25 67:21 68:8  <b>stomp</b> 49:12  <b>stop</b> 26:7 41:25  42:14 49:11 64:24  65:9 93:6  <b>stopped</b> 23:6,8  <b>straight</b> 29:2  <b>street</b> 3:3,7,10,13  3:17,20,24 4:7,10  4:13,19,22 5:3,6  5:13,17 6:6,15,19  6:24 7:5,8,14,17  7:20 8:3,6 9:3,7  <b>string</b> 45:18 52:10  52:10,16  <b>structural</b> 35:20  35:21  <b>struggling</b> 62:21  <b>stuff</b> 22:18,19  43:23  <b>subscribed</b> 96:10  97:21  <b>subsidiaries</b> 7:10  <b>successor</b> 6:22  <b>suffering</b> 68:10  <b>suggest</b> 68:6  <b>suite</b> 1:22 3:10,20  4:3,13,16,19 5:3  5:10,20,23 6:6,14  6:24 7:8,11,14 8:3  8:10  <b>sullivan</b> 6:5 7:7  9:25 72:6,10  74:14,17 76:7,16  77:6,8 79:1 82:21</p>	<p>83:5 89:16 90:3  92:18,23  <b>summer</b> 24:1 63:4  <b>summertime</b>  23:24  <b>sumter</b> 40:8  <b>support</b> 29:6  70:14,14  <b>supposed</b> 52:5  93:19  <b>sure</b> 10:22 18:7,7  27:6 54:10 56:14  63:23 82:16 87:13  89:6,23  <b>surface</b> 29:6 43:11  43:11 46:12  <b>surfaces</b> 43:18  51:22  <b>surfside</b> 20:3  <b>surprised</b> 18:5  <b>survive</b> 68:22  <b>swansea</b> 14:1,2  15:20 17:25 26:14  31:15  <b>swear</b> 12:16  <b>sweeney</b> 4:21  <b>swell</b> 65:7  <b>swelling</b> 65:11,15  65:16  <b>swollen</b> 66:20  <b>sworn</b> 12:20 95:10  96:10 97:21  <b>symptoms</b> 64:15  <b>system</b> 42:5 52:6  69:12 81:15 82:2  84:7,20,25 85:3,6  85:16 91:19 92:2  92:8  <b>systems</b> 29:10,15  29:19,21,23 44:7  44:14,22 47:13</p>	<p>48:21 49:17 55:25  57:18 58:24 59:23  86:9  <b>t</b>  <b>tail</b> 62:24  <b>take</b> 11:18 14:15  18:8 20:6 26:18  33:5 41:7 53:7,8  53:22 54:9,14,15  54:15 58:5 62:24  65:12 67:3 71:16  <b>taken</b> 19:24 53:12  68:4 72:1 95:6  <b>takes</b> 14:13 28:23  64:4,14  <b>talk</b> 16:20 23:3  27:25 29:25 41:12  42:1 63:2 66:24  68:18  <b>talked</b> 39:13 41:11  48:12 66:9 68:13  <b>talking</b> 26:6 41:5  43:6 50:4 52:8,16  55:14 57:2 85:23  86:3 89:1 93:21  <b>tara</b> 7:7 72:10  74:12 76:1 89:10  <b>tarver</b> 3:19  <b>taylor</b> 15:14 22:23  22:25  <b>team</b> 18:5 33:17  <b>teamwork</b> 33:17  <b>tease</b> 15:22  <b>technician</b> 9:10  12:8  <b>technologies</b> 5:8  <b>telephone</b> 6:22  <b>tell</b> 13:20 14:10  15:3,4 17:24  23:18 28:21 62:19  62:23 64:2,13</p>	<p>66:13,14 68:7  71:1 73:23 74:8  83:3,18 84:3,10,15  86:22,25 87:18  90:12 91:2,9,12,21  <b>telling</b> 24:20 26:12  64:11 68:25  <b>temperature</b>  81:13,20,21 92:1,5  <b>temperatures</b>  81:18 92:4  <b>tenth</b> 18:2  <b>terrible</b> 69:7  <b>testified</b> 12:20  <b>testify</b> 70:18  <b>testimony</b> 24:14  68:20 73:21 93:21  94:3  <b>tests</b> 26:23 27:1,5  <b>texas</b> 3:4  <b>texture</b> 45:15  <b>texturing</b> 45:8  <b>thank</b> 11:8,11  12:22 34:16 71:10  74:14 77:4 93:15  93:22  <b>theater</b> 16:10  <b>theile</b> 3:6 76:1  <b>thereof</b> 95:13  <b>thing</b> 20:23 22:15  24:6 68:18 69:3,7  69:16,17 70:16  <b>things</b> 13:14 22:21  23:14,15,19 24:15  32:17 41:15 51:10  57:3,10 64:7 73:8  73:13  <b>think</b> 10:5,14  22:20,21 64:13  69:3 71:15 73:5  74:5 81:6 86:23</p>
--	---	--	---

<p>88:5,5,10 93:19  <b>thinking</b> 37:18          69:5 71:8 87:16  <b>third</b> 75:18 76:7,9          77:9,14 78:6  <b>thoensen</b> 4:9  <b>thought</b> 16:1          20:16,22 26:13,15          42:24 68:7 87:3  <b>three</b> 21:21 63:10          63:17,22 74:3          75:10 77:10 87:16          87:19 90:22 94:6  <b>thursday</b> 1:18 2:7  <b>tight</b> 57:24,24          66:20  <b>till</b> 75:24 76:14          87:23  <b>time</b> 11:16 23:6          25:23 34:13 42:2          51:11,11 53:10,14          54:23 59:1,19          62:22 63:3,14,15          64:23,24 71:11,15          71:24 72:3 73:9          73:14 75:5,11,18          75:25 76:3,8,10,21          77:9,11,14,18,23          78:13,14 79:14          81:9 82:25,25          84:16,18 87:20          88:8 91:6 92:25          94:8 95:7  <b>times</b> 39:15 64:21          75:8,10 77:11          78:19 87:3,14,17          87:19 90:18,20,23          90:25 91:9,13,14          91:15,15  <b>tiny</b> 45:18</p>	<p><b>tiring</b> 53:19 64:6  <b>title</b> 28:18,20          85:19,22 86:2,5          88:15 95:8  <b>today</b> 10:7,23,24          11:3 14:21 63:4          68:20 73:5 75:16          93:3  <b>today's</b> 94:3  <b>told</b> 25:19 27:7          35:7 66:24 67:6,8  <b>tommy</b> 1:8,17 9:23          11:23,24 12:19          13:7,8 17:19          25:22 28:2,7,12          29:25 31:12 40:25          41:4 51:8 53:17          61:8,20 62:21          63:2 68:17 70:16          71:7 74:24,25          82:24 94:3 95:6          96:9 97:3,4,20  <b>tomorrow</b> 93:7,13          93:16  <b>tool</b> 43:19 47:8  <b>tools</b> 43:17,24  <b>top</b> 31:6  <b>topbuild</b> 5:5  <b>total</b> 94:5  <b>touch</b> 62:3  <b>town</b> 13:25  <b>trained</b> 92:19  <b>transcript</b> 2:2          95:4 96:1  <b>transcription</b> 95:5  <b>transfer</b> 4:2  <b>traylor</b> 3:23  <b>treating</b> 27:22  <b>treatment</b> 63:6,8,9          63:12,19 64:12          66:21,24</p>	<p><b>treatments</b> 27:21          27:24  <b>trellis</b> 21:7  <b>trial</b> 68:22 70:19          70:21  <b>tried</b> 66:1 76:8  <b>true</b> 23:6,7 29:13          29:18 37:8,17,24          38:6 60:4,5,11,17          60:22 62:20 87:10          95:5 96:2  <b>try</b> 20:14 53:21          73:10  <b>trying</b> 37:22 49:11          64:13 69:19,19          74:15 76:18 77:12          81:10  <b>turned</b> 14:6  <b>two</b> 4:3 15:2 19:15          36:19 37:14,17          38:10 63:16 64:4          76:12,23 77:12          87:14 90:21  <b>type</b> 20:2 58:21          90:1  <b>types</b> 48:19 63:11          79:8  <b>typically</b> 27:13</p> <hr/> <p style="text-align: center;"><b>u</b></p> <hr/> <p><b>un</b> 57:13  <b>unassembled</b>          13:16  <b>undersigned</b> 95:3  <b>understand</b> 24:16          24:21 25:5,8          27:14 30:15 40:11          51:9 66:19 70:18          70:22 73:12 74:14          77:2 82:14,16          87:13 89:13,21,22</p>	<p><b>understanding</b>          27:12 28:2,7          70:24 89:18  <b>undoubtedly</b>          26:20  <b>union</b> 40:8  <b>unit</b> 11:21 53:11          53:15 71:25 72:4          94:5  <b>unpack</b> 57:13  <b>upsets</b> 69:11  <b>usa</b> 6:17  <b>usc</b> 83:21 84:4,7          84:21,22 85:12          86:10  <b>use</b> 41:23 43:17,19          43:22,25 44:1          47:12 52:3 55:13          70:21  <b>usfg</b> 5:5  <b>usually</b> 49:6  <b>utilize</b> 49:2</p> <hr/> <p style="text-align: center;"><b>v</b></p> <hr/> <p><b>v</b> 1:11 97:3  <b>va</b> 3:14  <b>vacation</b> 20:1  <b>valve</b> 50:25 51:2          51:22 52:2,4          54:13 56:24 73:24          78:16,20,21 79:11          79:12,15,18,20,21          80:8,14 81:15          82:3,6,7,9,11,18          83:20 84:4 88:22          89:2 90:1,7,9,10          90:14,15,19 91:4          91:10 92:3,9,12,13          92:15  <b>valves</b> 6:17 29:4          41:21 48:20,22          49:2,21 50:4,15</p>
---	--	--	--

51:15,23 52:19 54:3 55:25 56:6 56:12,17 62:8 73:20 78:10 79:5 79:8 80:5,10 84:24 85:14 89:7 91:17 92:13 <b>various</b> 32:2 51:16 <b>verification</b> 34:7 <b>veritext</b> 12:5 94:7 97:1 <b>versus</b> 11:24 92:20 <b>viacomcbs</b> 5:21 <b>video</b> 11:17,21 13:6,14 49:12 68:24 70:21,25 <b>videographer</b> 9:10 11:14 12:6,22 53:9,13 71:23 72:2 94:1 <b>videotaped</b> 1:16 <b>view</b> 17:14 <b>vines</b> 21:8 <b>virginia</b> 60:6 <b>virtual</b> 11:22 <b>visit</b> 78:4,6,12 <b>visits</b> 77:12 78:10 <b>vol</b> 97:4,20 <b>volume</b> 1:5	81:10 82:13,22 83:8 86:20 89:17 90:4 92:23 94:4 96:9 97:3,4,20 <b>want</b> 11:8 16:18 19:21 20:14 22:4 28:17 29:25 30:2 30:4 31:2 38:1,9 41:4,12 42:3 45:24 46:5 47:4 47:20 48:10 50:14 51:13 59:4 61:8 61:10 62:23 63:2 65:13 68:18 70:17 72:16 73:14,16 89:23 <b>wanted</b> 18:10 22:10 34:18 36:21 <b>warnings</b> 62:7 <b>washington</b> 3:10 <b>watching</b> 22:18 25:3 <b>water</b> 29:24 <b>watkins</b> 8:2 <b>way</b> 10:16 46:20 50:7 51:15 <b>we've</b> 13:8 15:10 39:13 40:25 77:11 <b>wearing</b> 65:9 <b>weathersby</b> 5:22 <b>wedding</b> 14:23 65:10 <b>wedge</b> 24:9 <b>wedges</b> 24:12 <b>week</b> 63:17,18 66:11,16 67:5 68:4 <b>weeks</b> 63:16,22 67:3 <b>weight</b> 65:19	<b>weir</b> 6:17 <b>weld</b> 41:10 <b>welder</b> 33:9,12 <b>welders</b> 41:17 <b>welding</b> 33:13 36:13 <b>wells</b> 6:5 <b>went</b> 16:6 20:1 26:8,17 59:19 63:15 64:22 65:1 69:16 75:19 77:1 77:10,13 86:24 87:14 <b>west</b> 1:22 13:22,24 <b>whatchacall</b> 66:22 <b>whereof</b> 95:14 <b>white</b> 5:2,19 7:11 7:13 8:8,9 40:16 <b>wholly</b> 7:10 <b>wife</b> 14:9,11 18:12 19:14 33:24 69:2 70:15 <b>wife's</b> 14:17 <b>william</b> 4:21 6:10 6:13 8:9 <b>williams</b> 7:13 16:12 <b>wilmington</b> 7:15 <b>wilson</b> 5:22 <b>winters</b> 4:18 <b>wintertime</b> 23:23 <b>winyah</b> 60:12 <b>wire</b> 41:23 44:1,1 45:3 47:23,25 48:4 57:21 <b>wise</b> 91:6 <b>witness</b> 9:23 12:17 28:10 36:2 39:7 42:10 44:16,25 45:12 46:15,25 48:24 49:23 51:19	52:2 54:23 55:6 55:10,18,22 56:4,9 57:9,16 58:13,18 59:10 60:2,10,25 61:17 68:12 71:20 78:23 92:17 93:4 93:11 95:9,14 97:4 <b>wo</b> 32:6,18 73:25 83:9,11,11,13,19 85:18 <b>womble</b> 5:5 6:4 <b>wonderful</b> 14:9 <b>wood</b> 23:21,22 24:2,8 26:5 <b>woodcreek</b> 6:10 <b>work</b> 33:14,16 35:19 41:14 42:4 42:20 54:5 74:25 75:9,14 76:2,4 78:16,20 79:15 80:25 81:1,3 82:9 83:11,11,16 86:14 87:6,11,22 88:22 89:2 90:1,13 <b>workday</b> 77:24 <b>worked</b> 30:2,5,23 32:1,5,8,10,15 33:7 35:7,16 36:5 36:16 37:19,23 38:4 39:15 44:12 46:7 57:11 58:24 59:2,7 74:8,9 75:5 82:18 83:19 86:25 87:2 91:25,25 <b>working</b> 23:3,6,9 28:12,16,18 30:1 33:17 38:15 39:2 39:4,9 40:1,3,9 41:17 42:18 44:22 54:10 56:2 57:6
<b>w</b>			
<b>w</b> 3:10,16 6:24 <b>waited</b> 15:7 <b>waives</b> 10:11 <b>waiving</b> 10:24 <b>walk</b> 66:1,2 <b>wanamaker</b> 95:6 <b>wannamaker</b> 1:8 1:8,17 9:23 11:23 11:24 12:19 13:4 13:7 14:18 31:12 72:7,20 73:3			

58:7 59:5 60:12 60:18,23 61:4,11 62:3,9 80:16,20 86:23 87:23,24 88:16 <b>workplace</b> 28:13 28:19 <b>world</b> 22:7 24:4 70:20 <b>worn</b> 45:16 <b>wrapped</b> 53:21 <b>written</b> 24:16 79:21 <b>wrong</b> 26:10,13,20
<b>x</b>
<b>x</b> 1:14 9:22 26:18 27:3
<b>y</b>
<b>yancey</b> 5:6 <b>yards</b> 23:25 <b>yates</b> 7:8 <b>yeah</b> 15:4 42:12 50:2 53:7 <b>year</b> 18:4 23:8 35:8 75:23 84:10 84:15 85:8 86:25 87:8,22 <b>yeargin</b> 33:7 36:16 76:14 <b>years</b> 14:7 15:7,8 15:21 18:1 32:1 34:4 37:5 69:9 <b>young</b> 18:8 22:22 <b>youth</b> 65:17 <b>yuba</b> 4:2
<b>z</b>
<b>zoom</b> 2:7 25:3 <b>zurn</b> 3:22

South Carolina Rules of Civil Procedure

Part V. Depositions and Discovery

Court Rule 30

(e) Submission to Witness; Changes; Signing.

When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign  
require rejection of the deposition in whole or in  
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES  
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.  
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,  
2019. PLEASE REFER TO THE APPLICABLE STATE RULES  
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS  
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at [www.veritext.com](http://www.veritext.com).

STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG  
IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

C/A NO. 2021-CP-3800240

TOMMY D. WANNAMAKER, and  
DALE J. WANNAMAKER,

Plaintiffs,

v.

3M COMPANY et al.,

Defendants.

-----X

STATEMENT ON THE RECORD

Friday, April 2, 2021

PRIORITY ONE COURT REPORTING SERVICES, INC.

290 West Mt. Pleasant Ave, Suite 2260

Livingston, New Jersey 07039

(718) 983-1234

Job No. P1-4527631



1            Transcript of a statement on the record  
2            in the above-captioned matter, pursuant to  
3            Federal Rules of Civil Procedure by and  
4            before RANDI J. GARCIA, Registered  
5            Professional Reporter, and Notary Public, via  
6            Zoom, on Friday, April 2, 2021, commencing  
7            at approximately 10:35 a.m.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 A P P E A R A N C E S:

2 For the Plaintiffs.  
Dean, Omar & Branham, LLP

3 BY: MR. BENJAMIN BRALY, ESQ.  
302 N. Market Street  
4 Dallas, Texas 75202

5 For Defendant Armstrong Intl.  
By: Nick Cherry, Esq.

6 Fox Rothschild LLP  
2 W Washington Street  
7 Suite 1100  
Greenville, SC 29601

8

9 For Defendant Eastman Chemical Company a and Eastman Kodak Company.  
By: Michael R. Daglio, Esq.  
McGuireWoods LLP

10 800 East Canal Street  
Richmond, VA 23219-3916

11

12 For Defendant South Carolina Public Service  
Authority, D/B/A Santee Cooper.  
By: Ryan Pasquini, Esq.

13 By: Pete Balthazor, Esq.  
Riley Pope & Laney, LLC.  
14 288 Meeting Street  
Charleston, SC 29401

15

16 For Defendant 3M.  
By: Derek D. Tarver, Esq.  
Bowman & Brooke LLP

17 1441 Main Street, Suite 1200  
Columbia, SC 29201

18

19 For Defendant Met-Pro Technologies, LLC on  
behalf of its Dean Pump Divisions.  
Hedrick Gardner Kincheloe & Garofalo, LLP

20 By: Andy Stein, Esq.  
6000 Fairview Rd., Suite 1000  
21 Charlotte, NC 28210

22 For Defendant DuPont.  
Smith Anderson Blount Dorsett Mitchell & Jernigan, LLP

23 By: Addie Ries, Esq.  
150 Fayetteville Street, Suite 2300  
24 Raleigh, North Carolina 27601

25

1 (Continued)

2 For Defendant Yuba Heat Transfer.  
By: Janet K. Meub, Esq.

3 Dickie McCamey & Chilcote  
Two PPG Place, Suite 400  
4 Pittsburgh, PA 15222-5402

5 For Defendant Great Barrier Insulation.  
By: Carl E. Pierce, III, Esq.

6 Pierce Sloan Kennedy & Early LLC  
The Blake-Grimké House  
7 321 East Bay Street (29401)  
Charleston, SC 29413-2437

8

9 For Defendant AECOM Energy & Construction, Inc.  
By: Joseph E. Thoensen, Esq  
Richardson Plowden  
10 1900 Barnwell Street  
Columbia, SC 29201

11

12 For Defendant Ethyl Corporation.  
Nelson Mullins Riley & Scarborough  
By: G. Mark Phillips, Esq.

13 1320 Main Street  
Columbia, SC 29201

14

15 For Defendant Crane Instrumentation & Sampling, Inc.  
Kernodle Coleman  
By: Stephen M. Kozick, Esq.

16 914 Folly Road, Suite 2  
Charleston, SC 29422-3897

17

18 For Defendant Riley Power Inc.  
Pierce Sloan Kennedy & Early LLC  
By: William O. Sweeney IV, Esq.

19 The Blake-Grimké House  
321 East Bay Street (29401)  
20 Charleston, SC 29413-2437

21

22 For Defendants Blackmer Pump Company and  
Zurn Industries, LLC.  
Nelson Mullins Riley & Scarborough  
By: David Traylor, Esq.

23 Meridian, 17th Floor  
24 1320 Main Street  
Columbia, SC 29201

25

- 1 (Continued)
- 2 For Defendant Covil Corporation.  
Ellis Winters
- 3 By: Scottie Lee, Esq.  
300 North Greene Street, Suite 800
- 4 Greensboro, NC 27402
- 5 For Defendants Honewell International Inc. and Advansix Inc.  
Nelson Mullins Riley & Scarborough
- 6 By: James Glenn, Esq.  
1320 Main Street
- 7 Columbia, SC 29201
- 8 For Defendants Goulds, Grinnell LLC and ITT LLC.  
Nelson Mullins Riley & Scarborough
- 9 By: Robert Meriwether, Esq.  
1320 Main Street
- 10 Columbia, SC 29201
- 11 For Defendant Weir Valves & Controls USA, Inc.  
Nelson Mullins Riley & Scarborough
- 12 By: Nicholas Charles, Esq.  
1320 Main Street
- 13 Columbia, SC 29201
- 14 For Defendants Gorman-Rupp Company and FMC  
Corporation, on behalf of its former Chicago Pump Business.
- 15 Haynsworth Sinkler Boyd, P.A.  
By: Denny P. Major, Esq.
- 16 1201 Main Street, 22nd Floor  
Columbia, SC 29201
- 17
- 18 For Defendant Bahnson, Inc.  
Gallivan, White & Boyd P.A.  
By: Batten Farrar, Esq.
- 19 55 Beattie Place, Suite 1200  
Greenville, SC 29601
- 20
- 21 For Defendants Topbuild, Rust International, Rust Engineering and  
Construction, Inc. and USFG.  
Womble Bond Dickinson (US) LLP
- 22 By: Charles J. Baker III, Esq.  
5 Exchange Street
- 23 Charleston, SC 29401
- 24
- 25

- 1 (Continued)
- 2 For Defendant ViacomCBS Inc.  
Evert Weathersby Houff
- 3 By: Lawrence D. Wilson, Esq.  
3455 Peachtree Road NE, Suite 1550
- 4 Atlanta, GA 30326
- 5 For Defendants Southern Insulation, Inc., Starr  
Davis Company, Inc. and Starr Davis Company of S.C., Inc.
- 6 Pierce Sloan Kennedy & Early LLC  
By: Daniel F. Lynch IV, Esq.
- 7 321 East Bay Street (29401)  
Charleston, SC 29413-2437
- 8
- 9 For Defendants Cleaver-Brooks, Inc., the  
Flowserve Corporation f/k/a The Duriron  
Womble Bond Dickinson (US) LLP
- 10 By: Kimberly Sullivan, Esq.  
301 South College Street
- 11 Charlotte, NC 28202-6037
- 12 For Defendant Crane Co.  
K&L Gates, LLP
- 13 By: Tara C. Sullivan, Esq.  
By: Melissa Yates, Esq.
- 14 134 Meeting Street, Suite 500  
Charleston, SC 29401
- 15
- 16 For Defendants Nassau Metals Corp. and  
Nokia of America Corp. as successor to  
Bell Telephone Laboratories.
- 17 Riley, Safer, Holmes & Cancila, LLP  
By: Harry Chipeta Jr., Esq.
- 18 70 W. Madison Street, Suite 2900  
Chicago, Illinois 60602
- 19
- 20 For Defendant SPI LLC.  
Gallivan, White & Boyd P.A.  
By: Jessica Laffitte, Esq.
- 21 1201 Main Street, Suite 1200  
Columbia SC 29201
- 22
- 23 For Defendant Bonitz, Inc.  
Gallivan, White & Boyd P.A.  
By: William P. Maurides, Esq.
- 24 By: Ronald G. Tate, Jr.  
55 Beattie Place, Suite 1200
- 25 Greenville, SC 29601

- 1 (Continued)
- 2 For Defendant The William Powell Company.  
Nelson Mullins Riley & Scarborough
- 3 By: Deirdre S. Mccool, Esq.  
Liberty Center | Suite 600
- 4 151 Meeting Street  
Charleston, SC 29401
- 5
- 6 For Defendant 4520 Corp., Inc.  
White and Williams, LLP
- 7 By: Christian J. Singewald, Esq.  
600 North King Street, Suite 800
- 8 Wilmington, DE 19801
- 9
- 10 For Defendant IMO Industries, Inc.  
Dougall & Collins
- 11 By: William A. Collins, Jr., Esq.  
1700 Woodcreek Farms Road
- 12 Elgin, SC 29045
- 13
- 14 For Defendant IP.  
Forman Watkins & Krutz, LLP
- 15 By: Jean M. Folsom, Esq.  
210 East Capitol Street, Suite 2200
- 16 Jackson, Mississippi 39201
- 17
- 18 For Defendant Starr Davis Companies.  
Pierce Sloan Kennedy & Early LLC
- 19 By: Benjamin C. Smoot, Esq.  
The Blake-Grimké House
- 20 321 East Bay Street (29401)  
Charleston, SC 29413-2437
- 21
- 22
- 23
- 24
- 25

1                                   \*   \*   \*   \*   \*   \*   \*

2                   MR BRALY:   This is Ben Braly for the  
3                   plaintiffs.   Tommy Wannamaker is having an  
4                   excess fluid build up in his stomach, and  
5                   he's actually scheduled to have a  
6                   paracentesis on Tuesday to have that fluid  
7                   drained.

8                   It's making him extraordinary  
9                   uncomfortable.   And he is reporting to us  
10                  that he can't go today.   And I think we  
11                  need to look at the other side of next  
12                  of -- of his procedure, which is on  
13                  Tuesday.

14                  So I will inform counsel today of  
15                  when he will be available.   I believe it  
16                  will be late next week.

17                  I understand the admonition in South  
18                  Carolina regarding the context of  
19                  testimony.   If that is discussed, it  
20                  becomes discoverable, I understand, and we  
21                  will abide by that.   And if we don't, you  
22                  will get to discover it.

23                  With that, I think we are concluded  
24                  for today.   And unless someone has a  
25                  question they want to ask me on the

1 record.

2 Hearing nothing, I think we can go

3 off the stenographic record.

4 (Time Noted: 10:40 a.m.)

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CERTIFICATE

I, the undersigned authority, hereby certify that the foregoing transcript, page 1 through 6 is a true and correct transcription of the statement on the record, before me at the time and place set forth on the title page hereof.

I further certify that said witness was duly sworn by me according to law.

I further certify that I am not of counsel to any of the parties to said cause or otherwise interested in the event thereof.

IN WITNESS WHEREOF I hereunto set my hand and affix official seal this 7th day of April, 2021.

<%1571,Signature%>

---

RANDI GARCIA, COURT REPORTER, RPR

NOTARY PUBLIC



STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG  
IN THE COURT OF COMMON PLEAS  
FOR THE FIRST JUDICIAL CIRCUIT

C/A NO. 2021-CP-3800240

TOMMY D. WANNAMAKER, and  
DALE J. WANNAMAKER,

Plaintiffs,

v.

3M COMPANY et al.,

Defendants.

-----X

VOLUME 3

REMOTE VIDEOTAPED DEPOSITION OF

TOMMY D. WANNAMAKER

Tuesday, April 13, 2021

PRIORITY ONE COURT REPORTING SERVICES, INC.

290 West Mt. Pleasant Ave, Suite 2260

Livingston, New Jersey 07039

(718) 983-1234

Job No. P1-4533055

PLAINTIFF'S  
EXHIBIT

**281**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Transcript of the deposition of the  
Plaintiff, TOMMY D. WANNAMAKER, in the  
above-captioned matter, pursuant to Federal  
Rules of Civil Procedure by and before RANDI  
J. GARCIA, Registered Professional Reporter,  
and Notary Public, via Zoom, on Tuesday,  
April 13, 2021, commencing at approximately  
10:35 a.m.

1 A P P E A R A N C E S:

2 For the Plaintiffs.  
Dean, Omar & Branham, LLP  
3 BY: MR. BENJAMIN BRALY, ESQ.  
302 N Market Street, Suite 300  
4 Dallas, Texas 75202

5 and

6 By: Theile McVey, Esq.  
(present with the witness)  
7 By: Jamie Rutkoski, Esq.  
Kassel McVey  
8 1330 Laurel Street  
Columbia, SC 29201

9

10 For Defendant Armstrong Intl.  
By: Nick Cherry, Esq.  
11 Fox Rothschild LLP  
2 W Washington Street  
12 Suite 1100  
Greenville, SC 29601

13

14 For Defendant Eastman Chemical Company and  
Eastman Kodak Company.  
15 By: Michael R. Daglio, Esq.  
McGuireWoods LLP  
16 Gateway Plaza  
800 East Canal Street  
17 Richmond, VA 23219-3916

18

For Defendant South Carolina Public Service  
19 Authority, D/B/A Santee Cooper.  
By: Pete M. Balthazor, Esq.  
20 Riley Pope & Laney, LLC.  
288 Meeting Street  
21 Charleston, SC 29401

22

For Defendants BW/IP, Inc. and its Wholly-Owned  
23 Subsidiaries.  
Richardson Plowden & Robinson, P.A.  
24 By: Megan C. White, Esq  
235 Magrath Darby Blvd., Suite 100  
25 Mount Pleasant, SC 29464

1 (Continued)

2 For Defendant 3M.  
3 By: Derek D. Tarver, Esq.  
4 Bowman & Brooke LLP  
5 1441 Main Street  
6 Suite 1200  
7 Columbia, SC 29201

8 For Defendant Yuba Heat Transfer.  
9 By: Janet K. Meub, Esq.  
10 Dickie McCamey & Chilcote  
11 Two PPG Place, Suite 400  
12 Pittsburgh, PA 15222-5402

13 For Defendants Goulds, Grinnell LLC, Zurn Industries,  
14 LLC and ITT LLC.  
15 Nelson Mullins Riley & Scarborough  
16 By: Robert Meriwether, Esq.  
17 1320 Main Street  
18 Columbia, SC 29201

19 For Defendant AECOM Energy & Construction,  
20 Inc.  
21 By: Joseph E. Thoensen, Esq  
22 Richardson Plowden & Robinson, P.A.  
23 1900 Barnwell Street  
24 Columbia, SC 29201

25 For Defendant DuPont.  
By: Addies Ries, Esq.  
By: Amelia L. Serrat, Esq.  
Smith Anderson Blount Dorsett Mitchell & Jernigan, LLP  
150 Fayetteville Street, Suite 2300  
Raleigh, North Carolina 27601

1 (Continued)

2 For Defendant Crane Instrumentation &  
3 Sampling, Inc.  
4 By: Stephen M. Kozick, Esq.  
5 Kernodle Coleman  
6 914 Folly Road, Suite 2  
7 P.O. Box 13897  
8 Charleston, SC 29422-3897

9

10

11 For Defendant Crane Co.  
12 By: Tara C. Sullivan, Esq.  
13 K&L Gates LLP  
14 134 Meeting Street, Suite 500  
15 Charleston, SC 29401

16

17

18

19 For Defendant SPI LLC.  
20 By: Jessica Laffitte, Esq.  
21 Gallivan, White & Boyd P.A.  
22 1201 Main Street, Suite 1200  
23 Columbia SC 29201

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

810

811

812

813

814

815

816

817

818

819

820

821

822

823

824

825

826

827

828

829

830

831

832

833

834

835

836

837

838

839

840

841

842

843

844

845

846

847

848

849

850

851

852

853

854

855

856

857

858

859

860

861

862

863

864

865

866

867

868

869

870

871

872

873

874

875

876

877

878

879

880

881

882

883

884

885

886

887

888

889

890

891

892

893

894

895

896

897

898

899

900

901

902

903

904

905

906

907

908

909

910

911

912

913

914

915

916

917

918

919

920

921

922

923

924

925

926

927

928

929

930

931

932

933

934

935

936

937

938

939

940

941

942

943

944

945

946

947

948

949

950

951

952

953

954

955

956

957

958

959

960

961

962

963

964

965

966

967

968

969

970

971

972

973

974

975

976

977

978

979

980

981

982

983

984

985

986

987

988

989

990

991

992

993

994

995

996

997

998

999

1000

1 (Continued)

2

3 For Defendant Gorman-Rupp Company and FMC  
4 Corporation, on behalf of its former Chicago  
5 Pump Business.

6 By: Denny P. Major, Esq.  
7 Haynsworth Sinkler Boyd, P.A.  
8 1201 Main Street, 22nd Floor  
9 Columbia, SC 29201

10

11

12 For Defendant Cleaver-Brooks, Inc., the  
13 Flowserve Corporation f/k/a The Duriron  
14 Company, Inc.

15 By: Kimberly Sullivan, Esq.  
16 Womble Bond Dickinson (US) LLP  
17 One Wells Fargo Center  
18 Suite 3500  
19 301 South College Street  
20 Charlotte, NC 28202-6037

21

22 For Defendant IMO Industries, Inc.

23 By: William A. Collins, Jr., Esq.  
24 Dougall & Collins  
25 1700 Woodcreek Farms Road  
Elgin, SC 29045

18

19 For Defendant The William Powell Company.

20 By: Deirdre S. McCool, Esq.  
21 Nelson Mullins Riley & Scarborough  
22 Liberty Center | Suite 600  
23 151 Meeting Street  
24 Charleston, SC 29401

25

26 For Defendants Blackmer Pump Company and  
27 Zurn Industries, LLC.

28 Nelson Mullins Riley & Scarborough  
29 By: David Traylor, Esq.  
30 1320 Main Street  
31 Columbia, SC 29201

1 (Continued)

2 For Defendant Weir Valves & Controls USA,  
3 Inc.  
4 By: Nicholas A. Charles, Esq.  
5 Nelson Mullins Riley & Scarborough  
6 Meridian, 17th Floor  
7 1320 Main Street  
8 Columbia, SC 29201

9 For Defendants Daniel International  
10 Corporation, Fluor Enterprises, Inc., Fluor  
11 Daniel Services Corporation, and Fluor  
12 Constructors International, Inc.  
13 Haynsworth Sinkler Boyd  
14 BY: Moffatt G. McDonald, Esq  
15 1 North Main Street, 2nd Floor  
16 Greenville, SC 29601-2772

17 For Defendant International Paper.  
18 By: Jean Folsom, Esq.  
19 Forman Watkins & Krutz LLP  
20 210 East Capitol Street  
21 Suite 2200  
22 Jackson, Mississippi 39201-2375

23 For Defendant Flowserve US, Inc.  
24 Robinson Gray  
25 By: Rachel M. Hutchens, Esq.  
1310 Gadsden Street  
Columbia, SC 29201

For Defendant ViacomCBS Inc.  
Evert Weathersby Houff  
By: Lawrence D. Wilson, Esq.  
3455 Peachtree Road NE, Suite 1550  
Atlanta, GA 30326

- 1 (Continued)
- 2 For Defendant Bahnson, Inc.  
Gallivan, White & Boyd P.A.  
3 By: Batten Farrar, Esq.  
55 Beattie Place, Suite 1200  
4 Greenville, SC 29601
- 6 For Defendant Anheuser-Bush.  
Milligan HERNs, PC  
7 By: Louis P. HERNs, Esq.  
721 Long Point Road, Suite 401  
8 Mt. Pleasant, SC 29464
- 9 For Defendant Great Barrier, Inc.  
Pierce Sloan Kennedy & Early LLC  
10 By: Andrew N. Poore, Esq.  
The Blake-Grimké House  
11 321 East Bay Street (29401)  
Charleston, SC 29413-2437  
12
- 13 For Defendant Covil Corporation.  
Ellis Winters  
By: Carson Lane, Esq.  
14 4131 Parklake Avenue, Suite 400  
Raleigh, NC 27636  
15
- 16 For Defendant Bonitz, Inc.  
Gallivan, White & Boyd P.A.  
By: William P. Maurides, Esq.  
17 55 Beattie Place  
Suite 1200  
18 Greenville, SC 29601
- 19 For Defendants Nassau Metals Corp. and  
Nokia of America Corp. as successor to  
20 Bell Telephone Laboratories.  
Riley, Safer, Holmes & Cancila, LLP  
21 By: Harry Chipeta Jr., Esq.  
70 W. Madison Street, Suite 2900  
22 Chicago, Illinois 60602
- 23 For Defendant Riley Power Inc.  
Pierce Sloan Kennedy & Early LLC  
24 By: William O. Sweeney IV, Esq.  
321 East Bay Street (29401)  
25 Charleston, SC 29413-2437

1 (Continued)

2 For Defendant 4520 Corp., Inc.  
3 White and Williams, LLP  
4 By: Christian J. Singewald, Esq.  
5 600 North King Street, Suite 800  
6 Wilmington, DE 19801

7 For Defendants Southern Insulation, Inc., Starr  
8 Davis Company, Inc. and Starr Davis Company of S.C., Inc.  
9 Pierce Sloan Kennedy & Early LLC  
10 By: Daniel F. Lynch IV, Esq.  
11 321 East Bay Street (29401)  
12 Charleston, SC 29413-2437

13 Also Present: Videographer, Lee Bowry  
14 Concierge Technician, James Fenoff

15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

I N D E X

WITNESS: TOMMY D. WANNAMAKER

	EXAMINATION	PAGE
22	By Ms. Ries: .....	117
23	By Mr. Daglio: .....	166
	By Ms. Sullivan: .....	201
24	By Mr. Wilson: .....	205
	By Mr. Tarver: .....	212
25	By Ms. Folsom: .....	214

1 THE VIDEOGRAPHER: Good morning. We  
2 are going on the record at 10:35 a.m. on  
3 April 13, 2021.

4 Please note that audio and video  
5 recording will continue to take place  
6 unless all parties agree to go off the  
7 record.

8 This is Media Unit 1 of the continued  
9 video-recorded remote virtual deposition  
10 of Tommy D. Wannamaker, in the matter of  
11 Tommy D. Wannamaker, et al versus 3M  
12 Company, et al. filed in the Court of  
13 Common Pleas for the First Judicial  
14 Circuit, State of South Carolina, County  
15 of Orangeburg, CA number 2021CP3800240.

16 My name is Lee Bowry from the firm of  
17 Priority One, a Veritext company, and I am  
18 the videographer.

19 The concierge technician is James  
20 Fenoff. The court reporter is Randi  
21 Birnhak Garcia, also with Priority One.

22 I am not authorized to administer an  
23 oath. I am not related to any party in  
24 this action, nor am I financially  
25 interested in the outcome.

1 Counsel attending remotely will be  
2 noted on the stenographic record.

3 Will the court reporter please swear  
4 in the witness.

5 MR. BRALY: Guys, this is a  
6 continuation. He's already been sworn in.  
7 We are just continuing a prior transcript.  
8 We can go ahead and swear him in again.

9 THE REPORTER: Mr. Wannamaker, do you  
10 understand you're still under oath?

11 THE WITNESS: Yes.

12 THE VIDEOGRAPHER: Thank you. We may  
13 proceed.

14 MS. RIES: Ben, this is Addie, since  
15 this is a continuation, I assume we have  
16 the same stipulations and we don't need to  
17 restate those for the record?

18 MR. BRALY: Yeah. Whatever we  
19 stipulated to before will be fine.

20 FURTHER EXAMINATION

21 BY MS. RIES:

22 Q. Great. Mr. Wannamaker, my name is  
23 Addie Ries. Can you hear me okay?

24 A. I can.

25 Q. Okay. Good. I am counsel for DuPont

1 and I'm going to be asking you a few questions  
2 about DuPont. First, just some general  
3 questions, but I'm going to try to stick to the  
4 documents as much as I can today to keep this  
5 simple and as easy as possible. But if I ask  
6 you any questions that you don't know the  
7 answer to, I realize I'm asking you about  
8 things that happened a very, very long time  
9 ago.

10 So if you don't know the answer, I  
11 don't want you to guess, and you can just let  
12 me know that you don't know.

13 The other thing I would like to say  
14 is that if you need a break at any time, please  
15 just let me know and I'm happy to allow you  
16 whatever breaks you need; okay?

17 A. Okay.

18 Q. And last time we saw you was a couple  
19 weeks ago, and I understand that you have had  
20 some surgery since then; is that right?

21 A. Yes. Yes, I did.

22 Q. What type of surgery did you have?

23 A. I had senthesis [sic] drawing  
24 blood -- I mean, drawing fluid.

25 Q. Was that from your abdomen or from

1           your lungs?

2                   A.    No, abdomen.

3                   Q.    Have you received any new diagnoses  
4                   or medical treatment other than the -- well,  
5                   let me break that down to ask a better  
6                   question.

7                                Have you received any new diagnoses  
8                   since we saw you last?

9                   A.    No.

10                   Q.    Other than the surgery you just  
11                   mentioned, have you received any medical  
12                   treatment since we saw you last?

13                   A.    No.

14                   Q.    I understand --

15                                MR. BRALY:  Addie, that is it --  
16                   Tommy had his treatment the other day.

17                                MS. RIES:  Oh, okay.

18           BY MS. RIES:

19                   Q.    Mr. Wannamaker, your counsel  
20                   mentioned you had a treatment yesterday?

21                   A.    Oh, yes, my regular treatment.

22                   Q.    What was that for?

23                   A.    That is for the -- the cancer.

24                   Q.    Was that a chemotherapy treatment?

25                   A.    Yes.

1 Q. About how much longer do you think  
2 you have chemotherapy scheduled for? Do you  
3 know when the course of chemo will be  
4 completed?

5 A. No, I don't.

6 Q. Are you on any pain medications, as  
7 you sit here today?

8 A. No.

9 Q. Are you on any medications in  
10 general?

11 A. Yes. High blood pressure medicine.

12 Q. Continue. What other medications are  
13 you taking?

14 A. Taking medicine for the prostate,  
15 medication.

16 Q. Is that for prostate cancer or?

17 A. No. It's just an enlarged prostate I  
18 have for about 30 years.

19 Q. Any other medications that you're  
20 taking?

21 A. I take a few pain pills occasionally.

22 Q. Okay.

23 A. Not -- not regular. Not all the  
24 time. Just when I think I need them.

25 Q. Sure. What type of pain pills are

1           those?

2           A.     I don't have the names in front of  
3           me. I can get it. It's just for stomach.  
4           Since I had the fluid on my stomach, it was  
5           really hurting bad, so that is what they gave  
6           me.

7           Q.     Okay. When is the last time you had  
8           one of those?

9           A.     Sunday.

10          Q.     Do you, kind of, organize and give  
11          yourself your own medications or does your wife  
12          or someone else do that for you?

13          A.     No. That's mostly me. I do it.

14          Q.     Are you feeling okay to proceed  
15          today?

16          A.     Yes, I can go.

17          Q.     Okay. Who is there -- I know  
18          Ms. McVey, one of your attorneys is there with  
19          you. Is there anyone else in the room with  
20          you?

21          A.     Yes.

22          Q.     And who is that?

23          A.     My wife.

24          Q.     Anyone other than --

25          A.     And Jamie.

1 MS. McVEY: Addie, Jamie Rutkoski is  
2 here from my office. I'm not able to stay  
3 all day. So she's going to take over.

4 Q. Anyone else?

5 A. That's all.

6 Q. So starting back where we kind of  
7 left off last time. One thing that you  
8 mentioned, I believe you said that you learned  
9 that asbestos could be hazardous to health in  
10 the early 2000s. Is that the right time frame  
11 or is that an estimate? What would you base  
12 that on?

13 A. That is my time frame. That is when  
14 I learned.

15 Q. Okay. Is there a specific event that  
16 you have in your mind that is -- that is the  
17 source of your knowledge of when you learned  
18 that asbestos exposure could be hazardous?

19 A. No specific event.

20 Q. Do you remember who gave you that  
21 information?

22 A. Not unless I got it off the TV. I  
23 don't remember.

24 Q. Do you ever remember discussing  
25 asbestos with any of your employers?

1 A. No.

2 Q. You don't remember that ever coming  
3 up in any safety meetings or training?

4 A. No.

5 Q. So it's your testimony that when you  
6 learned of asbestos being possibly hazardous in  
7 early 2000s, that information didn't come from  
8 your employment. It came from an outside  
9 source; is that right?

10 A. Yes.

11 Q. Like I said, Mr. Wannamaker, I don't  
12 want you to guess. If it's something that  
13 you're not sure of, you can just say that. "I  
14 don't know" is a perfectly acceptable answer.

15 Have you ever heard the term  
16 "asbestos abatement"?

17 A. Yes.

18 Q. What did you hear in terms of  
19 asbestos abatement?

20 A. In the later 2000s, I believe -- I  
21 can't put exact time on it, figure.

22 Q. And that's fine. My question was  
23 more, what did you hear in terms of what do you  
24 understand the concept of asbestos abatement to  
25 be?

1           A.    You're asking me -- I figured it's --  
2           you isolate the asbestos, put some kind of  
3           recognition that you know that it is asbestos  
4           and probably covered the -- cover the area that  
5           they -- you're working -- they're working in,  
6           if you're going to remove the asbestos. That's  
7           my idea.

8           Q.    Okay. Have you ever seen asbestos  
9           abatement?

10          A.    I saw -- I saw some at Carolina  
11          Eastman.

12          Q.    So were you ever trained to -- if you  
13          encountered asbestos, not to touch it but to  
14          report it up the chain so that it could be  
15          abated with an asbestos abatement company? Did  
16          you ever receive that kind of instruction?

17          A.    I was never trained in that, but  
18          we -- they had some tags on the -- what they  
19          thought were -- what was, I guess, was  
20          asbestos. They had tagged some -- some -- some  
21          of that -- locations where it was, they had  
22          tagged -- put a tag on it.

23          Q.    Okay. Were you instructed not to  
24          touch any materials that had a tag on them?

25          A.    Yes.

1 Q. What time frame was this?

2 A. Around the 2000s. Right there --  
3 2000s.

4 Q. Okay. Sorry, I didn't want to cut  
5 you off. Did you have more?

6 A. No.

7 Q. Were you ever asked to wear or  
8 invited to wear a mask or respirator for your  
9 work?

10 A. No.

11 Q. Did any of your employers or premises  
12 owners ever offer you a mask?

13 A. No.

14 Q. Did you see other people wearing a  
15 mask or respirator at any time during your  
16 career?

17 A. What I saw, when they was doing the  
18 abatement, I think they was wearing masks at --  
19 later on at Carolina Eastman.

20 Q. Okay. Other than that, did you or  
21 any of your colleagues ever -- well, you  
22 already answered as to you, but did you ever  
23 see any of your colleagues, other workers,  
24 wearing masks?

25 A. Not coworkers, no. I never saw them

1 wearing masks.

2 Q. Have you heard the term "air  
3 monitoring"?

4 A. I don't know. I don't remember what  
5 -- pertains to -- what are you --

6 Q. That's a good question. Okay. So  
7 let me ask it this way. Were you ever asked to  
8 wear an air monitoring device on the lapel of  
9 your shirt --

10 A. No.

11 Q. -- while you were working?

12 Sorry, I think I interrupted you.  
13 Your answer was "no"?

14 A. No.

15 Q. And did you ever see anyone else  
16 wearing an air monitoring device on their  
17 collars or on their clothing while you were  
18 working?

19 A. No.

20 Q. Let's take a look at Exhibit 9, which  
21 is your second amended work list.

22 Do you have that handy in front of  
23 you? If you don't, I can put it up on the  
24 screen. I just wondered if you had it in front  
25 of you.

1 MS. McVEY: Addie, he does have a  
2 copy, but why don't you put it on the screen.  
3 It may be easier for him to see that way.

4 MS. RIES: I will do that.

5 Q. Mr. Wannamaker, while I'm working on  
6 the tech to get this on the screen, can you  
7 tell us what documents you have in front of  
8 you?

9 A. I have my work sites document,  
10 Exhibit 8, and a resume-type form, and security  
11 clearance I had to fill out for one job.

12 Q. Okay. Do you have any other notes or  
13 documents there available to you?

14 A. No.

15 MS. McVEY: Addie, let me just  
16 interrupt real quick. I'm sorry. There  
17 are some photographs that Ben showed Mr.  
18 Wannamaker that I have as well, and I have  
19 some other documents in case something  
20 comes up that you want me to show him.  
21 That's all he's got in front of him, is  
22 what he identified, but I'm obviously  
23 here.

24 MS. RIES: Okay. I was more  
25 inquiring to notes as well, if there are

1                   any notes that he has taken or made to  
2                   refresh his recollection.

3                   MS. McVEY: No.

4           BY MS. RIES:

5                   Q.    Mr. Wannamaker, I saw there were some  
6                   tabs on the documents that you held up briefly.  
7                   Can you show us those tabs?

8                   MS. McVEY: There is one tab. It's  
9                   pink. You can see it. And it says, "first  
10                  amend".

11          BY MS. RIES:

12                  Q.    Thank you, Mr. Wannamaker, just the  
13                  one tab you just showed?

14                  A.    That's all I see.

15                  Q.    No other notes on the documents that  
16                  you have in front of you?

17                  A.    No.

18                  Q.    Sorry, I can see you shaking your  
19                  head, but for the court reporter's shake, we  
20                  both have to give audible answers. And so  
21                  that's why I wait when you're shaking your head  
22                  for an audible "yes" or "no". I'm not trying  
23                  to be hard, but we have to have it on the  
24                  stenographic record.

25                  So I'm going to turn on screen

1 sharing here. And you can let me know --  
2 actually, what do you see? I'm not sure I have  
3 -- I'm not sure I can see my own screen  
4 sharing.

5 A. I see the top part of work sites  
6 second amended.

7 Q. Okay. Good. And I will scroll up a  
8 little bit. This says, "Exhibit A, Tommy Dan  
9 Wannamaker work sites, second amended." Is  
10 this a document that you have seen before?

11 A. Yes.

12 Q. Okay. And seeing that this is the  
13 second amended, which means there was an  
14 original and then a first amended, and now a  
15 second amended, it looks like this is the third  
16 version of this document. Would that be  
17 accurate?

18 A. Yes. I suppose so.

19 Q. And so throughout thinking of your  
20 job sites and your work history, you have put a  
21 lot of time and thought into remembering  
22 everything you can recall to put it into this  
23 document that we have here, which is your  
24 second amended work sites. Would that be fair?

25 A. I tried to get it, all of the sites.

1           Q.    And that's why I'm asking you, is  
2           because I don't want to spend a lot of time  
3           asking you questions.  Is it safe to say that  
4           all of the sites that you can recall working at  
5           are listed here on your second amended work  
6           site, that we have as Exhibit 9 to this  
7           deposition?

8           A.    Yes.

9           Q.    As to DuPont, and I'm going to scroll  
10          down here, and you can see the last entry there  
11          on page 1 it says -- it lists Fluor Daniel as  
12          your employer, and then E.I. DuPont Goose  
13          Creek, South Carolina August 1991 to  
14          December 1991.

15                    Did I read that right?

16          A.    Yes.

17          Q.    This is listed as a work site that  
18          you have also documented in your resume that we  
19          will talk about as Exhibit 8.  Do you remember  
20          that?

21          A.    It is not showing up -- which one are  
22          you talking about?

23          Q.    That's okay.  I was just trying to  
24          differentiate the work sites that you had  
25          listed here on page 1.  Those are work sites

1           for which you have other documentation of, and  
2           specifically, that documentation being either  
3           your resume that you have from 1991 and your  
4           security clearance form, I believe, you called  
5           it.

6                       MR. BRALY: Do you really need to ask  
7           him this? Yes, there are other documents.  
8           We've talked about those other documents.  
9           You know there are other documents.  
10          You've already referenced them.

11                      Addie, I know you feel like you need  
12          to ask this, but you don't. Could you  
13          please move on to actually asking him  
14          something of any consequence, if there is  
15          anything?

16                      MS. RIES: Wow, Ben, thanks.

17          BY MS. RIES:

18                      Q. Mr. Wannamaker, let's see, other than  
19          the two documents that I just mentioned, do you  
20          have any other documents regarding your work at  
21          the DuPont plant between 1991 -- August 1991  
22          and December 1991?

23                      A. No.

24                      Q. Looking at page 2, the third-to-last  
25          bullet point, the fourth bullet point from the

1 top it says, "Applied Engineering at DuPont  
2 Goose Creek, South Carolina between 1992 and  
3 his retirement in 2014."

4 Do you see that?

5 A. Yes.

6 Q. So both of these documents mentioned  
7 the DuPont plant in Goose Creek, South  
8 Carolina. Your complaint mentions that you  
9 worked at the DuPont plant in the Cooper River  
10 plant in Moncks Corner, South Carolina. And to  
11 my knowledge, that is one and the same, the  
12 DuPont plant in Cooper River, is that what  
13 you're referring to here as the Goose Creek  
14 location?

15 A. I'm sorry, but that is listed as  
16 totally wrong.

17 Q. Okay, what should it be?

18 A. Well, I mean, what should it be?  
19 1992 to 2014.

20 Q. We can talk about the date, but right  
21 now I'm just asking you the name of the plant.  
22 Because it's listed as Goose Creek here, and it  
23 is described as Cooper River in your complaint,  
24 I just want to confirm that the plant, the  
25 Cooper River plant is the same as the Goose

1 Creek DuPont plant that you're referencing in  
2 this document that we have as Exhibit 9.

3 MR. BRALY: Addie, I can speak for  
4 the plants, you know, as -- for the  
5 counsel as what was drafted in the  
6 complaint. They were intended to be the  
7 same job site. And I think you've  
8 acknowledged -- if you're trying to ask  
9 him if there is a different DuPont  
10 facility --

11 MS. RIES: I am trying to get what  
12 you just said, that they are one and the  
13 same plant, I just need him to say that, I  
14 appreciate --

15 MR. BRALY: Yeah. Please don't  
16 interrupt me again.

17 MS. RIES: Well, speaking objections  
18 and coaching the witness are not allowed  
19 in South Carolina.

20 MR. BRALY: I'm not coaching the  
21 witness. I'm agreeing with you. If your  
22 concern here is what the allegations are  
23 that the attorneys have made, I'm trying  
24 to help you out. If you don't want -- if  
25 you don't want to accept that help, then

1                   that's fine.

2                   MS. RIES: I appreciate your  
3                   confirmation. I still need to hear that  
4                   from him. That is the plant we are  
5                   talking about, that that is --

6                   MR. BRALY: You actually don't. You  
7                   actually don't. But you're going to be  
8                   yourself.

9                   BY MS. RIES:

10                  Q. Mr. Wannamaker, how do you refer to  
11                  the DuPont plant where you worked? Is the  
12                  DuPont plant, and the Cooper River plant, and  
13                  the Goose Creek plant, are those the same  
14                  thing?

15                  A. Applied Engineering is not the same.  
16                  Applied Engineering is Applied Engineering.

17                  Q. Right. I'm asking you about the  
18                  DuPont plant where you worked. Is it fair to  
19                  say that the DuPont plant, that you describe  
20                  here as the Goose Creek plant, is the same as  
21                  the Cooper River plant?

22                  MR. BRALY: Addie, he is looking at  
23                  the page, at the first entry on the page.  
24                  If you will stop the screen sharing and  
25                  just ask him the question. He is focusing

1 on the document and not your question.

2 BY MS. RIES:

3 Q. Mr. Wannamaker?

4 A. Yeah.

5 Q. I took away the document, at your  
6 counsel's suggestion, to avoid any confusion,  
7 but my question to you is, you've referenced in  
8 your work sites that you worked at the DuPont  
9 plant in Goose Creek, South Carolina. And I'm  
10 trying to confirm that that is the same plant  
11 that is also described as the Cooper River  
12 plant.

13 A. Yes.

14 Q. Is that your understanding?

15 A. Yes, it would be.

16 Q. Great. Let me give you back screen  
17 sharing.

18 Okay, Mr. Wannamaker. So staying  
19 with this entry on page 2 for Applied  
20 Engineering at DuPont Goose Creek, South  
21 Carolina between 1992 and your retirement in  
22 2014. Do you have any better estimation of  
23 when in between 1992 and 2014 you worked at the  
24 Goose River or Cooper River plant?

25 A. I think it's in the records, its --

1 Q. Sorry, I could not hear you.

2 A. I think it's in the records, that I  
3 recollect, close to 1992. I don't -- I'd have  
4 to pull it back.

5 Q. Okay. Well, let me just go back to  
6 remind you. On page 1 you recall working at  
7 DuPont while employed by Fluor Daniel in August  
8 of 1991 through December of 1991. But then  
9 this states you worked there again while  
10 employed for Applied Engineering at a much  
11 later date. I was asking you if you recall  
12 that date. If you don't, that's fine. I don't  
13 want you to guess.

14 A. I know Applied Engineering out of --  
15 near -- near Charleston.

16 Q. Do you recall working at the DuPont  
17 plant in Goose Creek for Applied Engineering a  
18 second time after you worked there in 1991?

19 A. It's not Applied Engineering and  
20 DuPont together. I mean, it's either one or  
21 the other.

22 Q. I may be misunderstanding. Was  
23 Applied Engineering your employer?

24 A. Yes.

25 Q. Okay. And while employed by Applied

1           Engineering, did you work at a DuPont plant in  
2           Goose Creek between 1992 and 2014?

3           A.    No.

4           Q.    Were you ever employed by DuPont?

5           A.    No.  No.

6           Q.    So this entry here is incorrect and  
7           we should be looking at your entry on the first  
8           page; correct?

9           A.    Correct.

10          Q.    Actually, if you give me a minute to  
11          switch documents, I'm going to take this down  
12          and we can look at your resume, because I  
13          believe that gives us a little bit more detail  
14          for your work at the Goose Creek plant in --  
15          from August to December of 1991.  So hold tight  
16          for a second.

17                 Mr. Wannamaker, can you see my screen  
18          share here?  Can you see your resume that has  
19          been marked as Exhibit 8 on the screen?

20          A.    Yes.

21          Q.    Looking at the last full entry here  
22          on page 1 it says August 1991 through 1991  
23          Fluor Daniel, I.E. DuPont Goose Creek, South  
24          Carolina 29445, Wesley Privitte, foreman.  Is  
25          that information accurate regarding your work

1 at the Goose Creek DuPont plant in 1991?

2 A. Yes. Yes.

3 Q. During the time when you worked at  
4 the DuPont plant, you were employed by Fluor  
5 Daniel?

6 A. Yes.

7 Q. Your foreman, who is listed here,  
8 Wesley Privitte, was he also an employee by  
9 Fluor Daniel or was he a DuPont employee?

10 A. I'm sorry, I didn't come up with the  
11 name Wesley Privitte.

12 Q. Who did?

13 A. I don't know. Put down -- could have  
14 been -- how long ago was that? 20, 30 -- 30  
15 years ago?

16 Q. Uh-huh.

17 A. So -- so it could have been put down  
18 30 -- I wouldn't remember.

19 Q. Okay. As you sit here today, do you  
20 remember who Mr. Privitte is?

21 A. No. But if you got a crew of men,  
22 that crew would come off the construction  
23 company that is doing the work. Not the actual  
24 owner of the plant.

25 Q. Okay. So can I summarize it fairly

1 in this way, that you don't recall Mr. Privitte  
2 as you sit here today, but if he was your  
3 foreman he was most likely an employee of Fluor  
4 Daniel?

5 A. Could I say most likely?

6 Q. Is that your answer?

7 A. Most likely.

8 Q. Okay. Then reading on, it describes  
9 your job responsibilities and it says, "Job  
10 responsibilities included welding and assisting  
11 in fabrication of pipe. Plant maintenance-type  
12 work certified on carbon and stainless steel  
13 pipe and structural." Is that information  
14 accurate?

15 A. Yes.

16 Q. So your job responsibilities, while  
17 working for Fluor Daniel at the DuPont plant in  
18 Goose Creek in 1991, focused on welding and  
19 assisting in fabrication of pipe; correct?

20 You have to say "yes" audibly.

21 A. Yes.

22 Q. Thank you. Okay. What does it mean  
23 here where it says, "certified on carbon and  
24 stainless steel pipe and structural"?

25 A. You take -- you take a test, welding

1 test to even work at the job site if you're a  
2 welder. You've got be tested.

3 Q. Okay. So you had to be tested and  
4 certified as a welder on carbon and stainless  
5 steel pipe in order to perform those functions  
6 at the DuPont facility?

7 I'm sorry. You have to say "yes"  
8 audibly.

9 A. Yes. If that's what the -- required  
10 at the time.

11 Q. Do you know who came up with the test  
12 requirements? Was that a DuPont test,  
13 something that they administer or said you had  
14 to meet these -- you had to show these certain  
15 skills?

16 A. That was a construction -- not the  
17 plant, construction test, Fluor Daniel.

18 Q. Okay. Fluor Daniel administered the  
19 test but it was required that you had passed it  
20 in order to perform that work at DuPont?

21 A. True.

22 Q. Who gave you the certification? Did  
23 that come from Fluor Daniel or did it come from  
24 DuPont?

25 A. Fluor Daniel.

1 Q. When you said certified, is there an  
2 actual piece of paper, a certification,  
3 something that might still exist today?

4 A. No.

5 Q. Do you recall any coworkers from your  
6 time when you were at the DuPont plant in Goose  
7 Creek in 1991?

8 A. No.

9 Q. Were you working there part-time or  
10 full-time?

11 A. Full-time.

12 Q. Did you receive any training specific  
13 to the work that you would be doing at DuPont?

14 A. No.

15 Q. Do you recall receiving handbooks and  
16 information regarding DuPont or your work at  
17 DuPont?

18 A. No, I don't.

19 Q. You don't recall?

20 A. No.

21 Q. Do you recall the DuPont construction  
22 division, do you recall working alongside any  
23 workers from DuPont's construction division?

24 A. No.

25 Q. Did you have a DuPont badge or ID to

1 allow you access to the plant during the time  
2 you were working there?

3 A. I don't remember, I mean...

4 Q. Is that something that you would have  
5 kept?

6 A. No.

7 Q. Do you recall attending safety  
8 meetings while you were working for Fluor  
9 Daniel at DuPont?

10 A. No.

11 Q. So in terms of your welding and pipe  
12 fabrication work, was that done in pipe  
13 fabrication shop or outside? Where did you do  
14 that work when you were at DuPont?

15 A. Mostly in -- inside -- inside the  
16 plant building.

17 Q. Inside a pipe fabrication shop there?

18 A. Wasn't really all pipe fabrication  
19 shops, no. The pipe would be inside buildings,  
20 existing buildings. It wouldn't be all a shop.

21 Q. Okay. Was your work at DuPont as  
22 part of new construction or maintenance for  
23 existing construction?

24 A. Some of both.

25 Q. Tell me what you did in terms of new

1 construction at DuPont.

2 A. As a pipe fitter you're in -- I mean,  
3 it's whatever they want you to, you know, pipe.  
4 You seal it up and weld it and install it.

5 Q. How much of that new construction  
6 pipe fitting work did you do at DuPont in terms  
7 of, if you could break it down between, you  
8 know, 75 percent of your time at DuPont was new  
9 construction work versus maintenance. Can you  
10 put a percentage on those different tasks?

11 A. No. I don't believe I can put a  
12 percentage on it, no.

13 Q. Can you say what you did more of in  
14 terms of new construction pipe fitting work or  
15 maintenance pipe fitting work at DuPont?

16 A. I can't say it would be more, one or  
17 the other, which one would be one more one or  
18 the other.

19 Q. Okay. So you mentioned that the area  
20 where you were doing the pipe fabrication work,  
21 that it wasn't exclusively a pipe fabrication  
22 shop. Can you tell me where in the building  
23 you were working? And let's separate it out by  
24 new construction versus existing maintenance to  
25 existing facilities.

1                   When you were doing new construction,  
2                   can you tell me where at the DuPont plant in  
3                   Goose Creek you were working?

4                   A.    No, I cannot.

5                   Q.    Can you tell me what the pipes you  
6                   were installing were going to be used for?

7                   A.    No.

8                   Q.    Do you know whether they were going  
9                   to be used to hold hot or cold liquids or  
10                  gases?

11                  A.    No.

12                  Q.    So let's talk about, then, your work  
13                  at the Goose Creek plant in terms of  
14                  maintenance for existing facilities. Can you  
15                  tell me where you worked at that plant during  
16                  maintenance to existing systems?

17                  A.    No.

18                  Q.    Is there a reason? I understand, I'm  
19                  asking you to recall something from a long time  
20                  ago, but is it because you don't recall, as you  
21                  sit here today, or is there anything else that  
22                  could help jog your recollection?

23                  A.    One thing is this is a short-term  
24                  job. I mean, you go and do what you're  
25                  supposed to do, a short-term job. I don't --

1 and I don't recall, really, the short-term  
2 jobs. Too long ago.

3 Q. Do you believe you were exposed to  
4 asbestos at the DuPont plant in 1991?

5 A. Yes.

6 Q. What makes you believe you were  
7 exposed to asbestos at this plant?

8 A. Cleaning the -- cleaning the  
9 asbestos, the valves, scraping them, cleaning  
10 them.

11 Q. Is that it?

12 A. Yes. Besides, you know, being around  
13 the pipe fitters and welders, insulators.

14 Q. Okay. The valves that you just  
15 mentioned, do you have any personal knowledge  
16 that the valves that you worked with at DuPont  
17 contained asbestos in 1991?

18 A. Just on a flange basis.

19 Q. Just on a what?

20 A. The flange of the valves. The flange  
21 of the valve. So...

22 Q. And I understand that. I'm just  
23 asking if you yourself have any personal  
24 knowledge that the valves, flanges that you  
25 worked with at DuPont in 1991 contained

1 asbestos?

2 MS. McVEY: Can we take a break?

3 THE WITNESS: Can we take a break?

4 MS. RIES: Can we have an answer to  
5 the pending question, please?

6 MS. McVEY: I think he answered your  
7 question, Addie, but sure.

8 BY MS. RIES:

9 Q. I couldn't hear him.

10 A. Yes.

11 Q. You have personal knowledge that the  
12 valves that you worked with at DuPont contained  
13 asbestos?

14 A. If it --

15 DEFENSE COUNSEL: Object to the form.

16 THE WITNESS: If it is the color of  
17 asbestos, then it would be my -- my  
18 knowledge that it would be asbestos.

19 BY MS. RIES:

20 Q. Okay. But as you sit here today, do  
21 you have any personal knowledge that the valves  
22 at DuPont that you worked with in 1991 actually  
23 contained asbestos?

24 MR. BRALY: Objection. You asked  
25 that exact same question; he said yes.

1                   You don't like the answer, that's fine.  
2                   Objection to form.

3                   MS. RIES: No, Ben. Object to form  
4                   is all you're allowed to say.

5                   MR. BRALY: I did. Objection to  
6                   form.

7 BY MS. RIES:

8                   Q. Mr. Wannamaker?

9                   A. Yes.

10                  Q. What I understood you to say in your  
11                  last response was if it was the color of  
12                  asbestos, your guess or your personal opinion  
13                  would be that it contained asbestos. But what  
14                  I'm asking you is a question that is slightly  
15                  different and wanting to confirm whether you  
16                  have any personal knowledge that the valves  
17                  that you worked with at DuPont contained  
18                  asbestos?

19                  MR. BRALY: Objection. Form.

20                  THE WITNESS: I'm sorry, I don't --  
21                  personal knowledge, I don't have -- I  
22                  don't --

23                  Q. Do you recall the appearance of the  
24                  valves that you worked with at DuPont?

25                  MR. BRALY: Last question and we are

1 taking a break.

2 THE WITNESS: Appearance.

3 BY MS. RIES:

4 Q. Appearance. Do you recall what they  
5 looked like?

6 A. Yes.

7 Q. And what did they look like?

8 MR. BRALY: No, Addie, we're taking a  
9 break. Okay. We are taking a break.  
10 Addie, we are taking a break.

11 MS. RIES: That's fine, we can take a  
12 break.

13 THE VIDEOGRAPHER: Going off the  
14 record. The time is 11:26 a.m. This is  
15 the end of Media Unit Number 1.

16 (Thereupon, a brief recess was taken.)

17 THE VIDEOGRAPHER: We are back on the  
18 record. The time is 11:38 a.m. This is  
19 the beginning of Media Unit Number 2.

20 BY MS. RIES:

21 Q. Mr. Wannamaker, we are back from a  
22 break. Are you okay to continue?

23 A. Yes.

24 Q. What did you discuss with your  
25 counsel over the break?

1 A. Cigars.

2 Q. Did you discuss anything about  
3 DuPont?

4 A. No.

5 Q. Did you discuss anything about the  
6 questions I may ask you?

7 A. No.

8 Q. Did you discuss anything about  
9 asbestos?

10 A. No.

11 Q. Since your deposition, the previous  
12 iteration of your deposition, which took place  
13 on April 1st, between April 1st and today, have  
14 you had any conversations with your counsel  
15 about your deposition?

16 A. No.

17 Q. No conversations with your counsel  
18 between April 1st and now about your  
19 deposition? Sorry, sir, you have to answer  
20 verbally for the record.

21 A. No.

22 Q. When we left off you had mentioned  
23 working with valves when you were at the DuPont  
24 facility in 1991, and I was asking you about  
25 those valves.

1                   How would you -- what's the best  
2                   description you can give me for valves that you  
3                   specifically recall working with at DuPont in  
4                   1991?

5                   A.     They're silicone valves, I think,  
6                   flange -- flat face flange valves, bolt-up  
7                   valves. Bolt-up valves.

8                   Q.     Okay. Were those valves that you  
9                   were installing as part of the new construction  
10                  efforts?

11                  A.     Some. Some valves existing.

12                  Q.     Do you recall specifically which  
13                  valves at -- that you worked with at DuPont  
14                  that were pre-existing?

15                  A.     No, I don't.

16                  Q.     How often did you work with valves  
17                  that were existing as opposed to new valves at  
18                  DuPont?

19                               MR. BRALY: Objection to form.

20                               THE WITNESS: I don't remember.

21                  BY MS. RIES:

22                  Q.     Could you put any estimate on it in  
23                  terms of, let's say, the number of times that  
24                  you worked with existing valves at DuPont,  
25                  would that be more than five, less than five?

1 I'm restricting my questions to just existing  
2 valves.

3 A. No.

4 Q. You can't say whether it would be  
5 more or less than five?

6 A. I'm not going to put an estimate  
7 on it -- on all the work. I can't -- I can't  
8 remember.

9 Q. What would be your best estimate?

10 MR. BRALY: Objection to form. He  
11 just said he cannot do an estimate.

12 MS. RIES: I understand he didn't  
13 like my estimate, but I'm asking if there  
14 is any number that he would be comfortable  
15 with, and he is the witness here. So  
16 allow him to answer the questions, please.

17 MR. BRALY: I understand. I'm going  
18 to start instructing him not to answer  
19 harassing questions and we will move for  
20 protection. He told you he can't provide  
21 an estimate.

22 BY MS. RIES:

23 Q. Mr. Wannamaker, is there any estimate  
24 that you would be comfortable with? If you're  
25 not comfortable with the five, would you be

1 comfortable with 10, 15? Is there any number  
2 that you would be comfortable with, or is it  
3 that you are just not able to give me any  
4 number at all?

5 A. No. I can't give you a number. No.

6 Q. Did you work around insulators at  
7 DuPont?

8 A. Yes.

9 Q. Were they doing new construction?

10 A. New and old.

11 Q. What specifically were they doing,  
12 the insulators that you worked around?

13 A. What were they doing? Insulating --  
14 they was insulating pipe.

15 Q. And do you know who they were  
16 employed by?

17 A. Fluor Daniels. I -- I'm not sure  
18 but...

19 Q. Okay. Do you know whether the  
20 insulation that they were applying to the new  
21 pipe as you just described, do you know whether  
22 that insulation contained asbestos?

23 DEFENSE COUNSEL: Object to the form.

24 THE WITNESS: No, I'm not sure.

25

1 BY MS. RIES:

2 Q. You mentioned earlier -- what -- I  
3 mentioned the term pipe fabrication shop as a  
4 possible location for your welding and pipe  
5 fabrication work. And you said that the shop  
6 was not exclusive to pipe fabrication. I  
7 wondered if you could give any more context in  
8 terms of how big the shop that you're recalling  
9 was and what it was used for?

10 A. No, I can't.

11 Q. Do you recall what level of the plant  
12 it was on?

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

14 Q. So you're not sure if it was first  
15 floor, third floor, basement, anything like  
16 that?

17 A. Are you talking about the -- say  
18 again. I mean, I don't understand the  
19 question.

20 Q. Where you did your pipe fabrication  
21 work at DuPont, you mentioned that it was in a  
22 shop, for the most part, but the shop was not  
23 exclusive to pipe fabrication work. And so I  
24 was asking you if there was any information you  
25 could recall about the location of that shop.

1           If it was on the basement, first floor, third  
2           floor. If you don't recall, you don't recall  
3           but that was the question.

4           A.    I don't remember.

5           Q.    Do you remember what products DuPont  
6           was making when you worked there in 1991?

7           A.    No, no, I don't.

8           Q.    Your supervisor, it was possibly  
9           your -- Mr. Wesley Privitte is listed here, I  
10          understand you don't recall him as you sit here  
11          today, but whether it was him or another person  
12          that was serving as your foreman on the DuPont  
13          job in 1991, did that foreman have an office or  
14          a work space at the DuPont facility where you  
15          reported to him?

16          A.    No.

17          Q.    He kind of circulated throughout the  
18          work spaces of his employees?

19          A.    Circulating, that's his job during  
20          the day. He's a foreman.

21          Q.    Do you recall the names of any other  
22          DuPont employees, not employees of Fluor  
23          Daniel, but any DuPont employees from your time  
24          there?

25          A.    I think that's been asked.

1           Q.    Well, I asked you if you recalled any  
2           coworkers.  And I wanted to make sure that you  
3           weren't interpreting my question as being  
4           restricted to coworkers at Fluor Daniel,  
5           because now I'm asking you of employees who  
6           were employed by DuPont.

7                     Do you recall any employees who were  
8           employees of DuPont that you worked with or  
9           around while you were at the DuPont facility?

10          A.    No.

11          Q.    Did you ever wear a mask during your  
12          time at DuPont?

13          A.    No.

14          Q.    I'm going to pull up another  
15          document.  Let's see if I can do that without  
16          -- hold on.  Bear with me a moment.

17                     Mr. Wannamaker, do you now see the  
18          SRP security form that was previously marked as  
19          Exhibit 7 on the screen?

20          A.    No.

21                     MR. BRALY:  It's not displaying,  
22          Addie.

23          BY MS. RIES:

24                     Q.    Mr. Wannamaker, do you see Exhibit 7  
25          on the screen now?

1 A. Yes.

2 Q. This is the personnel security  
3 questionnaire that you filled out in order to  
4 work at the Savannah River plant; is that  
5 right?

6 A. Yes. It's a -- I think that was not  
7 personal.

8 Q. I'm sorry.

9 A. I think that was my original form  
10 that they wanted me to fill out, my own.

11 Q. Well, we can go to page 2, if you  
12 look at the screen here. You can let me know  
13 at the bottom of that page there's a  
14 certification and then it bears what appears to  
15 be your signature Tommy D. Wannamaker,  
16 December 9, 1987. Is that your signature  
17 there?

18 A. Yes.

19 Q. Okay. I just wanted to ask you a few  
20 quick questions about this. Looking at the  
21 first page, there are a few time periods of  
22 unemployment, 1977, 1979, 1964. During those  
23 periods of unemployment did you have any odd  
24 jobs?

25 A. This is for my vocation, you're

1 talking about?

2 Q. Right. I'm talking about the time  
3 periods that are listed as unemployment, did  
4 you have any jobs that are not recorded there  
5 that you can recall?

6 A. No.

7 Q. Okay. And were you ever fired or  
8 reprimanded from any of your jobs based on  
9 safety violations?

10 A. Yes.

11 Q. Where did that occur?

12 A. That was --

13 Q. When and where?

14 A. Carolina Eastman. That was my last  
15 -- my last job at Carolina Eastman.

16 Q. Were you fired from working at  
17 Carolina Eastman or reprimanded?

18 A. I was fired.

19 Q. What was the violation that led to  
20 your termination?

21 A. Safety.

22 Q. What was the safety violation?

23 A. Not putting on the chain -- chain on  
24 a valve. They have chains you can put on  
25 valves. And I had actually miscounted the --

1           what I was working on, and I put it on the  
2           wrong valve.

3           Q.     Okay.  You put the chain on the wrong  
4           valve?

5           A.     Yes.

6           Q.     Any other safety violations  
7           associated with your termination from the  
8           Carolina Eastman?

9           A.     No.

10          Q.     Were you ever fired from any other  
11          employment?

12          A.     Yes.

13          Q.     What other jobs were you fired from?

14          A.     Just one other.  TIC.

15          Q.     What were you fired from TIC for?

16          A.     Actually, I didn't read the  
17          paperwork.  But I think it said that I wasn't  
18          doing what he wanted me to do at the time.

19          Q.     Okay.  Was that a safety violation,  
20          you weren't performing the work as instructed?

21          A.     No.  As instructed.  That was a kind  
22          of a -- see, I would have to go into detail.  
23          If you want me to go into detail about what it  
24          was, I will.  But...

25          Q.     Can you just give me a broad

1 description?

2 A. He -- the foreman at the time told me  
3 to -- when -- when the hanging material came  
4 in, to go ahead and put it up, so that is what  
5 I did. And that involved four-inch --  
6 four-inch beams. And while I was doing that  
7 and getting the welder welding on the beams, he  
8 comes up and says, I should have been working  
9 on the pipe that goes on that instead of doing  
10 hanging material.

11 Q. Gotcha. He was -- you were doing  
12 different work than what he wanted you to do?

13 A. That's what he said.

14 Q. Okay.

15 A. But, you know, before that, I was  
16 supposed to work on the hanging material when  
17 it came in. So when it did come in, that's  
18 what I started to work on.

19 Q. Gotcha. Okay. So I want to move to  
20 page 2 of this document that we've got here and  
21 section 15 for relatives. It's got your  
22 mother, father, stepfather, brother, brother,  
23 sister, wife and your two daughters listed.

24 I wanted to ask you, of these  
25 immediate family members that are listed here,

1           have any of them been diagnosed with cancer of  
2           any type?

3           A.    Yes.   Yes.

4           Q.    Okay.  Which ones have been diagnosed  
5           with cancer?  We can take them one by one.

6           A.    My father was diagnosed with cancer.

7           Q.    What kind of cancer did he have?

8           A.    The cancer with -- blood-related  
9           cancer.

10          Q.    Did he have any other cancer  
11          diagnoses other than that one?

12          A.    Not that I know of.

13          Q.    What other of your relatives listed  
14          here have been diagnosed with cancer?

15          A.    James Bruce, my brother.

16          Q.    What type of cancer was he diagnosed  
17          with?

18          A.    Bone.  Bone cancer.

19          Q.    Bone cancer.  Is he deceased?

20          A.    Yes.

21          Q.    Any other types of cancer that he was  
22          diagnosed with?

23          A.    No.

24          Q.    Any other family members listed here  
25          have cancer?

1 A. No.

2 Q. Your other brother, Kenneth Larry  
3 Wannamaker, is he still alive?

4 A. No.

5 Q. What did he die of?

6 A. Heart.

7 Q. What about your mother, what led to  
8 her death?

9 A. Heart.

10 Q. Her heart.

11 So the last thing I want to ask you  
12 about here is your time in the Navy. And I'm  
13 going to, if I can, switch back to Exhibit 9.  
14 So on Exhibit 9 it lists here in the fourth  
15 bullet point, it says "US Naval Reserves  
16 Charleston, South Carolina, served in the  
17 reserves on the USS Gilmore from November of  
18 1967 to 1968." Then it says, "active duty one  
19 year. Reserves for six years."

20 Is that information correct?

21 A. If you want to get technical, all six  
22 years. Combined it's six years. Active duty  
23 one year. Reserves for six years.

24 Q. Oh, okay. So one year active duty  
25 and five years reserves?

1 A. Right.

2 Q. What ship did you serve aboard during  
3 your year of active duty?

4 A. Howard W. Gilmore.

5 Q. Howard W. Gilmore?

6 A. Yes.

7 Q. Is that the same ship that you served  
8 on during your time as a reservist?

9 A. That's what I served on, yes.

10 Q. So you only served on one ship during  
11 your time in the Navy as an active duty member  
12 and as a reservist?

13 A. Yes.

14 Q. What was your job title when you were  
15 in active duty in the Navy?

16 A. Machinist mate.

17 Q. What did you do as a machinist mate?

18 A. Went out to -- when we were on -- out  
19 at sea, I was on a -- watched the -- the -- the  
20 propeller, the gauges in the -- I can't think.

21 Q. You worked in the engine room?

22 A. The engine room. Yes.

23 Q. Who was that -- it sounded like that  
24 was suggested by someone in the room there with  
25 you.

1 A. My wife.

2 Q. Okay. And so what did you do in the  
3 engine room?

4 A. Watched the gauges. Make sure the  
5 gauges stayed in their -- their zones they are  
6 supposed to be in instead of getting too warm,  
7 too hot.

8 Q. Okay. Did you ever work on the  
9 equipment in the engine room?

10 A. No.

11 Q. Were you ever present when others  
12 were working on the equipment in the engine  
13 room?

14 A. I don't remember.

15 Q. So I'm going to combine my questions  
16 now to include both your time as an active duty  
17 member of the US Navy, as well as your time as  
18 a reservist. Did you ever work on the pipes of  
19 the USS Gilmore?

20 A. No.

21 Q. Do you recall insulated pipes being  
22 present on the USS Gilmore?

23 A. I don't recall.

24 Q. Do you recall the environment below  
25 board on the USS Gilmore being dusty at times?

1 A. I don't recall that.

2 Q. Did you ever live or work on the USS  
3 Gilmore or any other ship while it was  
4 undergoing an overhaul?

5 A. No.

6 Q. When you were deployed on the USS  
7 Gilmore, how long were you at sea?

8 A. I don't remember. Three. The actual  
9 sea was only a couple of weeks.

10 Q. Did you live on the USS Gilmore while  
11 it was docked in the shipyard for an additional  
12 period of time?

13 A. No. I didn't live there.

14 Q. Did you ever live or work near a  
15 shipyard?

16 A. No.

17 Q. When you were diagnosed with  
18 mesothelioma, did your doctor tell you what  
19 caused it?

20 A. No.

21 Q. Did he ever ask you if you were  
22 exposed to asbestos?

23 A. No.

24 Q. Did he ever ask you if you served in  
25 the Navy?

1 A. No.

2 Q. Do you keep up with any of your  
3 coworkers or fellow naval officers or enlisted  
4 men?

5 A. No.

6 MS. RIES: Okay. I think that is all  
7 the questions I have for you. Thank you,  
8 Mr. Wannamaker, for your time. I  
9 appreciate it.

10 THE WITNESS: Thank you.

11 MR. BRALY: Before we get started  
12 with the next questioner, why don't we  
13 take a little walk around here just for  
14 Tommy's sake.

15 Do you want to take like 10 minutes  
16 here before we get going with the next  
17 guy?

18 THE WITNESS: Sounds good to me.

19 THE VIDEOGRAPHER: Going off the  
20 record. The time is 12:06 p.m. This is  
21 the end of Media Unit 2.

22 (Thereupon, a brief recess was taken.)

23 THE VIDEOGRAPHER: We are back on the  
24 record. The time is 12:17 p.m. This is  
25 the beginning of Media Unit 3.

1 FURTHER EXAMINATION

2 BY MR. DAGLIO:

3 Q. Good afternoon, Mr. Wannamaker.

4 A. Good afternoon.

5 Q. I'm Mike Daglio. I represent  
6 Eastman. And most of my questions will relate  
7 to the Carolina Eastman plant, although I will  
8 have a few other questions besides that.

9 On your first day of your deposition  
10 you testified that you were at the Carolina  
11 Eastman plant, really, during three time  
12 periods: May of 1975 to July 1976; May of 1982  
13 to December of 1982, and sometime between the  
14 early 2000s and 2008 or so. Do you remember  
15 that?

16 A. Yes.

17 Q. Is that still your testimony?

18 A. That sounds like the times -- times.

19 Q. I'd like to take those one at a time  
20 and better understand what you all were doing  
21 at Carolina Eastman during those time periods;  
22 okay?

23 A. Okay.

24 Q. So the first one, in that 1975 to  
25 1976 time period, you were working for Daniel?

1 A. Yes.

2 Q. What was Daniel doing at the plant,  
3 if you know?

4 A. Contracted to -- actually, it was a  
5 new -- new building. I don't remember the name  
6 of it, but the contractor put the building up,  
7 you know, build it, do all the work in it.

8 Q. All right. So it is your  
9 understanding the first time you were at  
10 Carolina Eastman, in that period from 1975 to  
11 1976, it was related to the construction of a  
12 new building; is that fair?

13 A. Yeah.

14 Q. Was all of your work as a pipe fitter  
15 in that time period related to that building?

16 A. I would say yes.

17 Q. And who all was working on that job?  
18 Was it just Daniel employees?

19 A. I -- I don't remember that all.

20 Q. Do you remember Eastman employees  
21 working with you on that job in the 1975 to  
22 1976 time period?

23 A. No.

24 Q. And during this job you were a welder  
25 and pipe fitter, or would you characterize

1           yourself as just a pipe fitter?

2           A.    I was a pipe fitter.

3           Q.    Did you have any interaction with  
4           Eastman supervision or employees during that  
5           period from 1975 to 1976, when you were working  
6           on the job?

7           A.    No.

8           Q.    You were asked on the first day  
9           whether you remembered the names of any  
10          buildings, and I just want to see if I can jog  
11          your memory.

12                    Do you remember if they named the  
13          streets with letters and numbers so buildings  
14          had a combination of letters and numbers in the  
15          name?

16          A.    I know it had streets like that, but  
17          I don't know -- I don't remember the name of  
18          the building.

19          Q.    Okay. Do you remember what the  
20          ultimate purpose of the building was going to  
21          be? What they were trying to do with that  
22          construction job?

23          A.    At the time I think I remember that I  
24          don't -- that -- no. I would say I didn't, but  
25          later on, I guess, to return to the -- had

1 something to do with plastics.

2 Q. Do you know -- were they making a  
3 thing called Kodel polyester at that plant, do  
4 you know?

5 A. No.

6 Q. But your understanding was the  
7 building that you all were working on was  
8 related to the manufacturer of some kind of  
9 plastic?

10 A. Well, I didn't say that. I said --

11 Q. Okay. I didn't mean to cut you off.  
12 Repeat, please, what you were saying.

13 A. Later on, it might have been years  
14 and years later on, that it was probably  
15 related to plastic. Not at that time.

16 Q. I guess what I want to make sure I  
17 understand, is were you all building a  
18 production facility or were you building a  
19 warehouse or do you even know?

20 A. Yes. It was more or less production.  
21 It's a big building.

22 Q. How far along had it gotten when you  
23 left in July of 1976?

24 A. I'd say almost -- almost completed.

25 Q. And why did you leave in 1976? Was

1 the pipe fitting work complete at that point?

2 A. Yes. Our job was completed.

3 Q. Okay. Let me take you next then to  
4 May of 1982. And you come back to Carolina  
5 Eastman; at that point you're working for  
6 Harrison; is that right?

7 A. If I remember correctly, it's  
8 Harrison.

9 Q. And when you came back in '82, what  
10 were you doing on that job?

11 A. The same. I think it was both 80- --  
12 I think it was welding and fitting.

13 Q. Do you remember, generally, when you  
14 came back to Carolina Eastman for Harrison,  
15 what kind of projects you were working on, if  
16 you remember?

17 A. No, I don't remember.

18 Q. Do you know if when you came in 1982  
19 it was new construction or working on  
20 maintenance or you just don't remember?

21 A. I don't remember. I don't remember.

22 Q. I'm sure some of these jobs run  
23 together in your mind when you traveled as much  
24 as you did to different sites.

25 Do you have any specific recollection

1 of your time at Carolina Eastman between May of  
2 1982 and December 1982?

3 A. No.

4 Q. Do you know if on that job you were  
5 working directly with Eastman employees or you  
6 just don't remember?

7 A. No, it would be my -- when my company  
8 got hired in -- hired in with.

9 Q. So you would have been working with  
10 Harrison employees but not Eastman employees;  
11 is that right?

12 A. Right.

13 Q. And then it looks like you were at  
14 the site, and then your employer changed from  
15 Harrison to Yeargin, but you didn't leave and  
16 come back. You were just there the whole time  
17 and just your employer changed; is that right?

18 A. Yes.

19 Q. And you don't remember anything  
20 specific about being with Yeargin at the site?  
21 Your answer is the same?

22 A. It's the same, same type work.

23 Q. But you don't remember any of the  
24 details about the specific jobs you were doing  
25 on that site?

1 A. No, I don't.

2 Q. Your work history identified two  
3 people: Ray Lawson from Harrison and Ronnie  
4 Woodley from Yeargin. Do you remember those  
5 names?

6 A. Ray, I remember.

7 Q. Do you know if he is still living?

8 A. I don't know. I don't keep in touch.

9 Q. Well, that was my next question. Do  
10 you know anyone from your time period at  
11 Carolina Eastman in 1982 who would be able to  
12 tell us about what you did there during that  
13 time?

14 A. I don't remember.

15 Q. All right. I should have asked you  
16 that for the earlier period in the mid 1970s  
17 when you were there. Can you think of any  
18 supervisor or an employee from that time who  
19 could tell us about your work?

20 A. Yes. Robert -- Robert Cassidy.

21 Q. Mr. Cassidy. What was your -- how  
22 did you work with Mr. Cassidy?

23 A. He was foreman.

24 Q. Was he your only foreman on that job?

25 A. At that time.

1 Q. Did you have more than one foreman  
2 during that period that you were at Carolina  
3 Eastman?

4 A. At that time, '76. Yes. That's all.

5 Q. So from the time you arrived in 1975  
6 till the time you left in 1976 at Carolina  
7 Eastman your foreman was Mr. Cassidy; is that  
8 correct?

9 A. If I remember correctly, yes.

10 Q. Anyone other than Mr. Cassidy that  
11 you recall working with at Carolina Eastman?

12 A. No.

13 Q. When was the last time you spoke with  
14 Mr. Cassidy?

15 A. Ten or 15 years ago.

16 Q. Okay. Why did you leave Carolina  
17 Eastman in 1982?

18 A. I was probably -- I was laid off.  
19 ROF.

20 Q. Are you guessing or do you have a  
21 memory of being laid off?

22 A. No. It's ROF. Reduction in force.

23 Q. Sir, does that jog your memory in  
24 terms of what kind of work you would have been  
25 doing there in 1982?

1           A.    Welding and fitting, fitting,  
2           fitting, pipe fitting.

3           Q.    But in terms of whether it was new  
4           construction, or maintenance work, or something  
5           in between?

6           A.    It was both.

7           Q.    In terms of maintenance work, do you  
8           remember what all you were doing?

9           A.    I don't recall.

10          Q.    Do you know if Harrison and Yeargin  
11          were supporting the Carolina Eastman operations  
12          in terms of keeping the plant running or do you  
13          just not remember?

14          A.    Keep the plant running.

15          Q.    So --

16          A.    I'm sure -- I'm sure they had  
17          something to keep the plant -- to help the  
18          plant.

19          Q.    So part of the role of Harrison and  
20          Yeargin was to provide support to keep the  
21          plant up and running?

22          A.    Yes, I think that would be correct.

23          Q.    And how about your role as a pipe  
24          fitter, how would you fit in with the idea of  
25          keeping the plant up and running?

1 A. The same.

2 Q. Did Carolina Eastman have its own  
3 tradesmen and women who would work in these  
4 various areas?

5 A. Yes. Yes. They had...

6 Q. And Carolina Eastman, they even had  
7 pipe fitters; right?

8 A. I didn't work -- I don't -- I didn't  
9 work around any. I don't -- I don't recall  
10 that.

11 Q. Okay. Did Eastman have mechanics, do  
12 you know?

13 A. Yes. They had mechanics.

14 Q. And when you all would be doing the  
15 maintenance work, would you be working around  
16 the Eastman trades that were doing the work or  
17 would you be working just with the Harrison and  
18 Yeargin folks?

19 A. Mostly with the Harrison and Yeargin.

20 Q. And in terms of who was telling you  
21 what to do on a given day, would that come from  
22 Eastman or would that come from Harrison and  
23 Yeargin?

24 A. That would be Harrison and Yeargin.

25 Q. If you all were going to be

1 installing pipe, would those materials be  
2 supplied by Harrison and Yeargin or by Eastman,  
3 if you know?

4 A. I didn't -- it's not my -- that not  
5 my part. I don't re- --

6 Q. All right. I want to take you to the  
7 last time period when you were at Carolina  
8 Eastman, and you were asked on the first day  
9 whether you could be more specific on the time  
10 period, and you said you thought it was between  
11 2000 and 2008 or so.

12 Do you remember specifically coming  
13 to the job in that time period?

14 A. No. Not specifically.

15 Q. Do you remember on how many -- on how  
16 many jobs you worked in that time period  
17 between roughly 2000 and 2008? Was it one job,  
18 or two jobs, or you don't remember?

19 A. Between what time did you say?

20 Q. Well, your testimony was that you --  
21 you also went back to Carolina Eastman in one  
22 more time period, which you put at the early  
23 2000. And so I didn't know if that was  
24 multiple projects in that time or one project  
25 in that time, if you remember.

1 A. I don't know.

2 Q. So, obviously, you were there the one  
3 time because you were fired from the site. You  
4 talked about that a little bit ago. Was that  
5 the only time you were at Carolina Eastman for  
6 that project after 1982?

7 A. I think so. I reckon --

8 Q. You were -- when you were on that  
9 project, who was your employer?

10 MR. BRALY: Mike, just to be clear,  
11 are we talking about the -- the last or  
12 the most -- the project after 1992? Is  
13 that what you're asking about?

14 MR. DAGLIO: Yeah. So my  
15 understanding is there are the three time  
16 periods, the period in the 1970s, the  
17 period in the 1980s and then --

18 MR. BRALY: Give me a second.

19 Tommy, Tommy --

20 THE WITNESS: Yes.

21 MR. BRALY: Go and set those papers  
22 aside and just focus on Mr. -- I'm sorry,  
23 I'm not going to say this right.

24 MR. DAGLIO: Daglio.

25 MR. BRALY: -- Daglio's question. He

1 is just asking you about the time after  
2 1992. So just focus on that and not the  
3 paper.

4 BY MR. DAGLIO:

5 Q. Why don't I start over again.

6 So your papers there talk about a  
7 period from 1992 to, I think, 2014 at various  
8 sites. And I believe you had narrowed that  
9 down a little bit anyway in your earlier  
10 testimony when you said you thought it was for  
11 Carolina Eastman between 2000 and 2008.

12 So do you believe that you were at  
13 Carolina Eastman on one project between 2000  
14 and 2008?

15 A. We had older jobs. I don't know --  
16 what you call projects, or jobs or --

17 Q. Yeah. Let me try to clarify. I  
18 don't mean each day you went. But was it --  
19 let me ask a different question.

20 When you went back in the 2000s to  
21 Carolina Eastman, who was your employer?

22 A. There goes my mind again.

23 Q. It's okay. I didn't see it written  
24 anywhere.

25 MR. DAGLIO: Ben, I don't know if you

1 know the answer.

2 BY MR. DAGLIO:

3 Q. But you don't remember, sir, who you  
4 were employed by when you were back at Eastman  
5 in that 2000 to 2008 time period?

6 A. I can't think right now about that.  
7 I can't -- it doesn't come to me. I can't  
8 recall.

9 Q. That's okay. Why don't I ask a  
10 different question. We'll see if it jogs your  
11 memory as I ask a few more questions on this;  
12 okay?

13 Do you remember what -- I know you  
14 were pipe fitting, but do you remember,  
15 generally, the project or projects that you  
16 were on at Carolina Eastman in the 2000s?

17 A. That sounds like the same question  
18 we've had before. I don't -- the projects I  
19 don't -- jobs, it's -- it's all -- all over.  
20 It is a big plant.

21 Q. So when you went back in the 2000  
22 time period, were you working on new  
23 construction or maintenance work, if you  
24 remember?

25 A. Working on both.

1 Q. And do you remember how long you're  
2 at the plant? Meaning, in terms of weeks or  
3 months, or years, whatever the answer is.

4 A. I don't remember how long, but it  
5 was -- seemed like it was exactly how long, but  
6 seemed like it was over, maybe -- I don't  
7 remember, over --

8 MR. BRALY: Hey, Mike.

9 MR. DAGLIO: Yes, Ben.

10 MR. BRALY: Why don't we meander this  
11 towards wherever your next natural  
12 breaking point is for lunch.

13 MR. DAGLIO: Okay. I think maybe a  
14 few more questions on --

15 MR. BRALY: Sure. Sure. Just, you  
16 know what you have to ask more than I do.  
17 So just get to a spot where we can go  
18 ahead and stop for a bit.

19 BY MR. DAGLIO:

20 Q. Sure. We will go for a few more  
21 minutes, sir.

22 Let's talk about when -- I think you  
23 have a pretty clear memory of when you were  
24 asked to leave the site based on your testimony  
25 today. That probably stands out; is that fair?