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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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

Appellate Case No. 2025-000065
Civil Action No. 2023-CP-40-04072

Michael L. Perry and Lonnie Long,..... Respondents,

v.

American International Industries et al.

Of whom Johnson & Johnson; LLT Management, LLC
f/k/a LTL Management, LLC; Kenvue, Inc.; and Johnson
& Johnson Holdco (NA), Inc. are the Appellants.

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I certify that this Designation does not contain any matters which are irrelevant to this appeal.

MICHAEL L. PERRY and
LONNIE L. LONG,

Plaintiffs,

V.

AMERICAN INTERNATIONAL
INDUSTRIES

ATLAS TURNER INC.

AVON PRODUCTS, INC.

BARRETT'S MINERALS INC.

BLOCK DRUG COMPANY, INC.

BRENNTAG NORTH AMERICA, INC.

BRENNTAG SPECIALTIES, LLC

BRISTOL-MYERS SQUIBB COMPANY

C&S WHOLESALE GROCERS, LLC

CALVIN KLEIN INC.

CHANEL INC.

CHARLES B. CHRYSTAL COMPANY, INC.

CHATTEM, INC.

COLGATE-PALMOLIVE COMPANY

COLOR TECHNIQUES, INC.

COSMETIC SPECIALTIES, INC.

COTY INC.

CVS HEALTH CORPORATION

C/A NO. 2023-CP-40-04072

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

FIRST AMENDED SUMMONS

(Jury Trial Demanded)

CVS PHARMACY, INC.	)
	)
EDC DRUG STORES, INC.	)
	)
ESTÉE LAUDER INC.	)
	)
ESTÉE LAUDER INTERNATIONAL, INC.	)
	)
THE ESTÉE LAUDER COMPANIES INC.	)
	)
FOOD LION, LLC	)
	)
GENUINE PARTS COMPANY	)
	)
GLAMOUR INDUSTRIES CO.	)
	)
HAWTHORNE PHARMACY, INC.	)
	)
HIMMEL MANAGEMENT CO. LLC	)
	)
HIMMEL MEDIA LLC	)
	)
HONEYWELL INTERNATIONAL, INC.	)
	)
IDELLE LABS, LTD.	)
	)
IMI FABI (DIANA) LLC	)
	)
IMI FABI (USA) INC.	)
	)
IMI FABI, LLC	)
	)
JANSSEN PHARMACEUTICALS, INC.	)
	)
JOHNSON & JOHNSON	)
	)
JOHNSON & JOHNSON HOLDCO (NA) INC.	)
	)
KENVUE INC.	)
	)
L'ORÉAL USA, INC.	)
	)
L'ORÉAL USA PRODUCTS, INC.	)
	)
LTL MANAGEMENT LLC	)
	)

MINERALS TECHNOLOGIES INC.	)
	)
THE NESLEMUR COMPANY	)
	)
PFIZER INC.	)
	)
PIGGLY WIGGLY, LLC	)
	)
PNEUMO ABEX LLC	)
	)
PRESPERSE CORPORATION	)
	)
THE PROCTER & GAMBLE COMPANY	)
	)
PTI ROYSTON, LLC	)
	)
PTI UNION LLC	)
	)
RALPH LAUREN CORPORATION	)
	)
RITE AID OF SOUTH CAROLINA, INC.	)
	)
SHULTON, INC.	)
	)
SPECIALTY MINERALS INC.	)
	)
SUMITOMO CORPORATION OF	)
AMERICAS	)
	)
TRUE PHARMACY	)
	)
UNION CARBIDE CORPORATION	)
	)
VI-JON, LLC	)
	)
WALGREEN CO.	)
	)
WALMART INC.	)
	)
Defendants.	)
	)

FIRST AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

/s/ Theile B. McVey

Theile B. McVey (SC Bar No. 16682)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

November 30, 2023

Columbia, South Carolina

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

MICHAEL L. PERRY and
LONNIE L. LONG

Plaintiffs,

v.

AMERICAN INTERNATIONAL
INDUSTRIES, individually and as successor-
in-interest to PINAUD, INC., BARBARA
ALICE, INC., ED. PINAUD, INC. d/b/a ED.
PINAUD, and NESTLE-LE MUR COMPANY,
all for the CLUBMAN line of products

ATLAS TURNER INC.
f/k/a ATLAS ASBESTOS COMPANY LTD.

AVON PRODUCTS, INC.

BARRETT'S MINERALS INC.

BLOCK DRUG COMPANY, INC.
individually and as successor to THE GOLD
BOND STERILIZING POWDER CO. a/k/a
THE GOLD BOND CO.

BRENNTAG NORTH AMERICA, INC.
individually and as successor-in-interest to
MINERAL AND PIGMENT SOLUTIONS,
INC., as successor-in-interest to WHITTAKER,
CLARK & DANIELS, INC.

BRENNTAG SPECIALTIES, LLC
f/k/a BRENNTAG SPECIALTIES, INC.
f/k/a MINERAL AND PIGMENT
SOLUTIONS, INC., as successor-in-interest to
WHITTAKER, CLARK & DANIELS, INC.

BRISTOL-MYERS SQUIBB COMPANY

C&S WHOLESALE GROCERS, LLC
f/k/a C&S WHOLESALE GROCERS, INC.

C/A NO. 2023-CP-40-04072

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Mesothelioma

FIRST AMENDED COMPLAINT

(Jury Trial Demanded)

individually and as successor-in-interest to)
FLEMING COMPANIES, INC., successor-in-)
interest to PIGGLY WIGGLY COMPANY)
))
CALVIN KLEIN INC.)
))
CHANEL INC.)
))
CHARLES B. CHRYSTAL COMPANY,)
INC.)
))
CHATTEM, INC.)
individually and as successor to MARTIN)
HIMMEL, INC., successor to BLOCK DRUG)
COMPANY INC., successor to THE GOLD)
BOND STERILIZING POWDER COMPANY)
a/k/a THE GOLD BOND COMPANY,)
successor to GOLD BOND)
PHARMACEUTICAL CORPORATION)
))
COLGATE-PALMOLIVE COMPANY)
individually and as successor-in-interest to)
THE MENNEN COMPANY)
))
COLOR TECHNIQUES, INC.)
))
COSMETIC SPECIALTIES, INC.)
))
COTY INC.)
))
CVS HEALTH CORPORATION)
))
CVS PHARMACY, INC.)
))
EDC DRUG STORES, INC.)
f/k/a KERR DRUG STORES, INC.)
))
ESTÉE LAUDER INC.)
))
ESTÉE LAUDER INTERNATIONAL, INC.)
))
THE ESTÉE LAUDER COMPANIES INC.)
))
FOOD LION, LLC)
))
))
))

GENUINE PARTS COMPANY)
d/b/a NATIONAL AUTOMOTIVE PARTS)
ASSOCIATION (NAPA))
))
GLAMOUR INDUSTRIES CO.)
individually and as an S-corporation of)
AMERICAN INTERNATIONAL)
INDUSTRIES successor-in-interest to PINAUD,)
INC., BARBARA ALICE, INC., ED. PINAUD,)
INC. d/b/a ED. PINAUD, and NESTLE-LE)
MUR COMPANY, all for the CLUBMAN line)
of products)
))
HAWTHORNE PHARMACY, INC.)
))
HIMMEL MANAGEMENT CO. LLC)
a/k/a HIMMEL GROUP, formerly d/b/a)
MARTIN HIMMEL INC., individually and as)
successor to BLOCK DRUG COMPANY INC.,)
successor to THE GOLD BOND STERILIZING)
POWDER CO. a/k/a THE GOLD BOND CO.)
))
HIMMEL MEDIA LLC)
individually and as successor to BLOCK DRUG)
COMPANY INC., successor to THE GOLD)
BOND STERILIZING POWDER CO. a/k/a)
THE GOLD BOND CO.)
))
HONEYWELL INTERNATIONAL, INC.)
individually and as successor-in-interest to)
ALLIED SIGNAL, INC., as successor to)
BENDIX CORPORATION)
))
IDELLE LABS, LTD.)
))
IMI FABI (DIANA) LLC)
))
IMI FABI (USA) INC.)
))
IMI FABI, LLC)
))
JANSSEN PHARMACEUTICALS, INC.)
individually and as successor-in-interest to)
Johnson & Johnson subsidiaries named)
JOHNSON & JOHNSON CONSUMER INC.,)
both prior to and after its 2021 restructurings)
))

and colloquially known as “Old JJCI” and “New JJCI”)
)
)
JOHNSON & JOHNSON)
)
JOHNSON & JOHNSON HOLDCO (NA))
INC., f/k/a JOHNSON & JOHNSON)
CONSUMER INC., individually and as)
successor-in-interest to Johnson & Johnson)
subsidiary “Old JJCI”)
)
KENVUE INC.)
individually and as successor-in-interest to)
JOHNSON & JOHNSON CONSUMER INC.)
)
L’ORÉAL USA, INC.)
)
L’ORÉAL USA PRODUCTS, INC.)
)
LTL MANAGEMENT LLC)
)
MINERALS TECHNOLOGIES INC.)
)
THE NESLEMUR COMPANY)
f/k/a THE NESTLE-LEMUR COMPANY)
)
PFIZER INC.)
)
PIGGLY WIGGLY, LLC)
a subsidiary of C&S WHOLESALE GROCERS,)
INC. sued individually and as successor-in-)
interest to FLEMING COMPANIES, INC.,)
successor-in-interest to PIGGLY WIGGLY)
COMPANY)
)
PNEUMO ABEX LLC)
individually and as successor-in-interest to)
ABEX CORPORATION)
)
PRESPERSE CORPORATION)
)
THE PROCTER & GAMBLE COMPANY)
individually and as successor-in-interest to)
SHULTON, INC.)
)
PTI ROYSTON, LLC)
)

d/b/a PHARMA TECH INDUSTRIES	)
f/k/a PHARMA TECH INDUSTRIES, INC.	)
f/k/a BLACK CREEK CORPORATION	)
	)
PTI UNION LLC	)
d/b/a PHARMA TECH INDUSTRIES	)
individually and as successor-in-interest to	)
PHARMA TECH INDUSTRIES, INC. f/k/a	)
BLACK CREEK CORPORATION, as	)
successor-in-interest to DIRECT	)
PHARMACEUTICAL CORPORATION and as	)
successor-in interest to ENVI DIVERSIFIED,	)
INC. f/k/a PHARMA-TECH INDUSTRIES,	)
INC.	)
	)
RALPH LAUREN CORPORATION	)
	)
RITE AID OF SOUTH CAROLINA, INC.	)
	)
SHULTON, INC.	)
a subsidiary of THE PROCTER & GAMBLE	)
COMPANY	)
	)
SPECIALTY MINERALS INC.	)
	)
SUMITOMO CORPORATION OF	)
AMERICAS	)
	)
TRUE PHARMACY	)
	)
UNION CARBIDE CORPORATION	)
	)
VI-JON, LLC	)
f/k/a VI-JON, INC. f/k/a CUMBERLAND	)
SWAN	)
	)
WALGREEN CO.	)
	)
WALMART INC.	)
	)
Defendants.	)
	)

PLAINTIFFS' FIRST AMENDED COMPLAINT

Plaintiffs, MICHAEL L. PERRY and LONNIE L. LONG (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 Michael L. Perry has been diagnosed with mesothelioma caused by asbestos dust and fibers.
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;
 - (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
 - (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina and/or other states at times relevant to this action.

3. Every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

4. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.

5. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, installing, removing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.

6. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products, raw asbestos materials, raw asbestos talc, and/or asbestos-containing talc products 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, raw asbestos, raw asbestos talc, and/or asbestos-containing talc materials.

7. 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.

8. 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 Michael L. Perry 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.

9. Plaintiff Michael L. Perry was exposed to asbestos and/or asbestos-containing body talc products from his birth until approximately 2018 through his personal use, and his family's use, of asbestos-containing body talc products throughout his life, his use and his family's use of asbestos-containing body talc products. These asbestos-containing talcum products were designed, advertised, marketed, and sold as being appropriate for use in the ordinary course by Defendants identified above. It was foreseeable Defendants' asbestos-containing talcum products would be sold for personal use by individuals like Plaintiff Michael L. Perry on himself. Plaintiff Michael L. Perry was thereby exposed to defendants' asbestos-containing talcum products in the State of South Carolina.

10. Plaintiff was further exposed to asbestos through his employment at various hotel locations where asbestos and asbestos-containing products were removed, replaced, and present in certain facilities.

11. Plaintiff was also exposed to asbestos-containing products at various times throughout his life from his non-occupation work maintaining his vehicles working with asbestos-containing friction products.

12. Plaintiff Michael L. Perry has suffered personal injuries as a proximate result of his regular and prolonged use of, inhalation, ingestion, absorption, and exposure to a variety of asbestos-containing products¹ where asbestos-containing talc was a constituent ingredient.

13. Plaintiff, Michael L. Perry, was exposed to asbestos through his personal daily use, and his family's use, of a variety of talc-based body products including, but not limited to, Ammens body powders, Avon body powders, Calvin Klein talc powder, Cashmere Bouquet talc powders, Chanel talc products, Clubman talc products, Coty talc products, Drakkar Noir talc powder, Estee Lauder talc products, Gold Bond body powders, Johnson and Johnson Baby Powder, Shower to Shower body powder, Mennen talc products, Old Spice talc products, Pinaud talc products, Polo talc powder, Stetson talc products, Walgreens body powders, Walmart body powders, and White Linen talcum powder, ("Talc Powder Products") throughout his life. These products were manufactured, marketed, sold and/or distributed by Defendants.

14. Plaintiff also claims exposure from the Defendant talc suppliers, mines, mills, and labs named in his complaint that provided asbestos-containing talc as a constituent ingredient to the Powder Products he used.

15. Each use of the Powder Products was an intended and foreseeable use of the products based on the advertising, marketing and labeling of the products.

16. Plaintiff Michael L. Perry'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's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

¹ As used throughout this complaint, the term "asbestos" shall be interpreted in the broadest sense and included, without limitation, non-regulated and non-commercial forms of asbestos (including non-fibrous asbestos), cleavage fragments, and transition/transitional fibers, without limitation as to fiber size, dimension, or ratio.

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

18. 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
AMERICAN INTERNATIONAL INDUSTRIES	PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC., ED. PINAUD, NESTLE-LE MUR COMPANY, and CLUBMAN
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.
BLOCK DRUG COMPANY, INC.	THE GOLD BOND STERILIZING POWDER CO. and THE GOLD BOND CO.
BRENNTAG NORTH AMERICA, INC.	MINERAL AND PIGMENT SOLUTIONS, INC. and WHITTAKER, CLARK & DANIELS, INC.
BRENNTAG SPECIALTIES, LLC	BRENNTAG SPECIALTIES, INC., MINERAL AND PIGMENT SOLUTIONS, INC. and WHITTAKER, CLARK & DANIELS, INC

DEFENDANT	ALTERNATE ENTITY
C&S WHOLESALE GROCERS, LLC	C&S WHOLESALE GROCERS, INC., FLEMING COMPANIES, INC. and PIGGLY WIGGLY COMPANY
CHATTEM, INC.	MARTIN HIMMEL, INC., BLOCK DRUG COMPANY INC., THE GOLD BOND STERILIZING POWDER COMPANY, THE GOLD BOND COMPANY, and GOLD BOND PHARMACEUTICAL CORPORATION
COLGATE-PALMOLIVE COMPANY	THE MENNEN COMPANY
EDC DRUG STORES, INC.	KERR DRUG STORES, INC.
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GLAMOUR INDUSTRIES CO.	PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC., ED. PINAUD, NESTLE-LE MUR COMPANY, and CLUBMAN
HIMMEL MANAGEMENT CO. LLC	HIMMEL GROUP, MARTIN HIMMEL INC., BLOCK DRUG COMPANY INC., THE GOLD BOND STERILIZING POWDER CO., and THE GOLD BOND CO.
HIMMEL MEDIA LLC	BLOCK DRUG COMPANY INC., THE GOLD BOND STERILIZING POWDER CO., and THE GOLD BOND CO.
HONEYWELL INTERNATIONAL, INC	ALLIED SIGNAL, INC. and BENDIX CORPORATION
JANSSEN PHARMACEUTICALS, INC.	JOHNSON & JOHNSON CONSUMER INC.
JOHNSON & JOHNSON HOLDCO (NA) INC.	JOHNSON & JOHNSON CONSUMER INC.
KENVUE INC.	JOHNSON & JOHNSON CONSUMER INC.

DEFENDANT	ALTERNATE ENTITY
LTL MANAGEMENT LLC	JOHNSON & JOHNSON CONSUMER INC.
THE NESLEMUR COMPANY	THE NESTLE-LEMUR COMPANY
PIGGLY WIGGLY, LLC	C&S WHOLESALE GROCERS, INC., FLEMING COMPANIES, INC. and PIGGLY WIGGLY COMPANY
PNEUMO ABEX LLC	ABEX CORPORATION
THE PROCTER & GAMBLE COMPANY	SHULTON, INC.
PTI ROYSTON, LLC	PHARMA TECH INDUSTRIES, PHARMA TECH INDUSTRIES, INC. and BLACK CREEK CORPORATION
PTI UNION LLC	PHARMA TECH INDUSTRIES, PHARMA TECH INDUSTRIES, INC., BLACK CREEK CORPORATION, DIRECT PHARMACEUTICAL CORPORATION, ENVI DIVERSIFIED, INC., and PHARMA-TECH INDUSTRIES, INC.
SHULTON, INC.	THE PROCTER & GAMBLE COMPANY
VI-JON, LLC	VI-JON, INC. and CUMBERLAND SWAN

19. 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.

20. Plaintiffs have been informed and believe, and thereon allege, that at all times herein mentioned, certain Defendants are subject to the following facts relating to their successor liability status, as stated below:

- (a) The Declaration of John K. Kim in Support of First Day Pleadings in LTL's second Bankruptcy filing on April 4, 2023 ("**Kim LTL Decl.**"), *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court District of New Jersey ("**LTL 2**"), summarizes J&J's and its affiliates' corporate history that is pertinent to the claims alleged herein against the Defendants as follows:
 - (i) "J&J, a New Jersey company incorporated in 1887, first began selling JOHNSON'S® Baby Powder in 1894, launching its baby care line of products."
 - (ii) "In 1972, J&J established a formal operating division for its baby products business, which included JOHNSON'S® Baby Powder.... J&J transferred all its assets and liabilities associated with the baby products division to J&J Baby Products."
 - (iii) "In 1981, J&J Baby Products transferred all its assets, except those assets allocated to its diaper programs, to Omni Education Corporation ("Omni"), a wholly owned subsidiary of J&J Baby Products. In turn, Omni assumed all liabilities of J&J Baby Products except those liabilities related to its diaper program. Immediately following the transaction, J&J Baby Products merged into another subsidiary of J&J and was renamed Personal Products Company, and Omni changed its name to Johnson & Johnson Baby Products Company."
 - (iv) "In 1988, Johnson & Johnson Baby Products Company transferred all its assets in respect of its baby products business to Johnson & Johnson Dental Products Company, which assumed all of its liabilities and was renamed Johnson & Johnson Consumer Products, Inc."
 - (v) "In 1997, Johnson & Johnson Consumer Products, Inc. changed its name to Johnson & Johnson Consumer Companies, Inc. ("J&J Consumer Companies")."

- (vi) “In 2015, J&J Consumer Companies merged with and into an affiliate, which then merged into McNeil-PPC, Inc. The resulting entity was renamed Johnson & Johnson Consumer Inc. (including all former names and historical forms, “Old JJCI”).”
- (vii) “Old JJCI became responsible for all claims alleging that JOHNSON’S® Baby Powder and other talc-containing products cause cancer or other diseases.... Old JJCI also became responsible for all claims alleging that Shower to Shower products, which contained talc, cause cancer or other diseases.”
- (b) J&J and its subsidiary, “Johnson & Johnson Consumer, Inc.,” both in the form of “Old JJCI” and “New JJCI” (which is identified and described below), were at all times material responsible for the design, labeling, marketing, distribution, and sale of J&J’s body powder product lines, including the iconic Johnson & Johnson Baby Powder product line.
- (c) Each and every one of the J&J’s corporate entities, including itself and its affiliated companies involved or associated with talc business and PRODUCTS, were at all times material to this case aware that raw talc ingredient and/or resulting talc-based PRODUCTS contained asbestos, and each and all collectively actively concealed such fact from the public for decades.
- (d) Prior to the implementation of J&J’s multifaceted restructuring of its consumer product subsidiaries in 2021, Old JJCI and its predecessors milled, manufactured, labeled, sold, supplied, distributed, and/or marketed asbestos-containing PRODUCTS to which Plaintiff was exposed.
- (e) In an effort to avoid or eliminate J&J and Old JJCI’s respective responsibility and liability for injuries and harm caused by Johnson & Johnson Baby Powder, as well as other talc PRODUCTS, in or about October 2021, Old JJCI underwent a series of corporate restructuring transactions under Texas state corporation and business law in which it split itself into two separate entities through a device referred to as a “divisive merger,” more commonly known as the “Texas Two Step.”
- (f) The corporate restructuring was designed and undertaken with the intent to isolate the talc liabilities of Old JJCI into a newly invented company created by J&J called “LTL Management LLC” (“LTL”). “LTL” is an acronym for “Legacy Talc Liability.”
- (g) LTL was immediately thereafter put into a Chapter 11 Bankruptcy wherein LTL and other J&J entities sought the protection of the Bankruptcy Code’s processes and machinery to obtain a stay of all pending litigation and construct an aggregate resolution of its outstanding present and future asbestos liabilities that would foreclose jury trials and reduce the

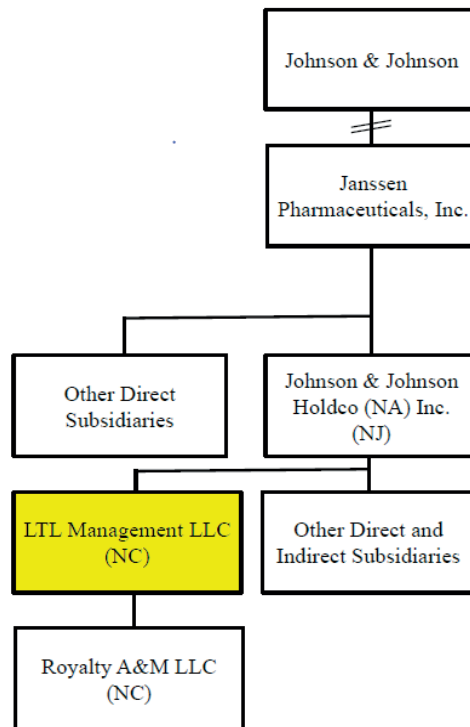
compensation they would owe to those harmed by its PRODUCTS and their families, given that J&J and its subsidiaries were increasingly being held liable by juries in lawsuits brought by talc asbestos claimants and were being ordered to pay compensatory and exemplary damages.

- (h) As part of J&J's liability avoidance/limiting corporate restructuring, all of the productive assets of Old JJCI, including those used to manufacture and market J&J Baby Powder, were transferred to a newly minted corporate entity named "Johnson & Johnson Consumer Inc." ("New JJCI"). New JJCI upon receipt of the Old JJCI's operating assets continued to sell J&J Baby Powder, as had Old JJCI previously before when J&J itself directly marketed the product line through an internal division.
- (i) Over the objection of tens of thousands of personal injury and wrongful death tort plaintiffs, the Bankruptcy Court presiding over LTL's 2021 bankruptcy case stayed and enjoined prosecution of all litigation against not only the Debtor LTL but all cosmetic talc injury related litigation involving J&J and New JJCI.
- (j) During LTL's bankruptcy proceedings, representatives of the affected personal injury and wrongful death tort victims challenged J&J's Texas Two Step scheme before the Bankruptcy Court. After losing their challenges before the Bankruptcy Court, they were ultimately successful on appeal before the United States Court of Appeals for the Third Circuit, which on January 30, 2023, ruled that the Bankruptcy filing by LTL was not proper and ordered that LTL's 2021 Bankruptcy case be dismissed. In re: LTL Management, LLC, No. 22-0007, 2023 WL 2760479 (3d Cir., decided Jan. 30, 2023; opinion entered Mar. 31, 2023).
- (k) LTL's efforts to obtain re-argument before the Third Circuit panel hearing its appeal or an en banc hearing were denied, and the Appeals Court's mandate to the Bankruptcy Court was issued by the Third Circuit Clerk on March 31, 2023, thereby triggering the lower court's duty to enter an order dismissing the case.
- (l) Within hours of the LTL Bankruptcy Court issuing its ensuing dismissal order on April 4, 2023, LTL filed a second Chapter 11 petition for bankruptcy protection in the same court seeking the same relief as in the dismissed case, claiming its funding sources and arrangements had been replaced and reconfigured in such way that purportedly overcomes the Third Circuit's reasons for ordering the earlier bankruptcy case be dismissed.
- (m) Unbeknownst to Plaintiff, during the time the Third Circuit Court of Appeals was considering the propriety of LTL's bankruptcy filing, New JJCI began the process of moving its assets and business to yet another J&J

subsidiary, Defendant Kenvue, Inc., by transfers through JJCI's direct parent, Janssen Pharmaceuticals, Inc.

- (n) According to the Kim Declaration, as part of J&J's further corporate restructuring, New JJCI changed its name to "Johnson & Johnson Holdco (NA) Inc." ("Holdco"), a New Jersey corporation. His declaration before the Bankruptcy Court additionally revealed that "in early January 2023, [New JJCI] transferred its Consumer Business assets to its parent entity." See Kim LTL Decl. at ¶ 26.
- (o) While Mr. Kim's declaration does not expressly state who the parent entity is, a careful examination of the affidavit demonstrates that Janssen Pharmaceuticals, Inc. is the parent entity of Defendant New JJCI. *Id.* Figure 1 below is from an Exhibit to Mr. Kim's Declaration and shows that Janssen is the parent that received all of the JJCI assets used to manufacture, market, and sell J&J Baby Powder.

Figure 1



- (p) Accordingly, under South Carolina law, both Holdco and Janssen are successors to Old JJCI and responsible for the contractual undertakings and tortious conduct of Old JJCI.

- (q) The information gleaned from Mr. Kim’s Declaration and a J&J subsidiary’s SEC filings shows that J&J is in the process once again of manipulating assets and responsibilities related to the sale of J&J’s Baby Powder.
- (r) On January 4, 2023, Defendant Kenvue, another J&J subsidiary, submitted its first filing with the Securities and Exchange Commission (“SEC”), an S-1 registration of securities form. Kenvue Inc. Form S-1 Registration Statement Under the Securities Act of 1933 (Jan. 4, 2023). Figure 2 below reproduces a portion of the filing’s cover page.

Figure 2

As filed with the Securities and Exchange Commission on January 4, 2023.			Registration No. 333-
UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 FORM S-1 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933 Kenvue Inc. (Exact name of registrant as specified in its charter) 2844 (Primary Standard Industrial Classification Code Number) 88-1032011 (I.R.S. Employer Identification Number) Delaware (State or other jurisdiction of incorporation or organization) 199 Grandview Road Skillman, NJ 08558 (732) 524-0400 (Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)			

- (s) In its SEC registration filing, Kenvue sets forth the products that it claims to manufacture and sell in the United States. In this regard, Kenvue represented to the SEC and the public: “A number of our products marketed in the United States, including many of our products in our Skin Health and Beauty segment, are considered cosmetics regulated by the FDA through the Federal Food, Drug, and Cosmetic Act and the Fair Packaging and Labeling Act. Our cosmetic products include Aveeno Restorative Skin Therapy Oat Repairing Cream, Aveeno Restorative Skin Therapy Sulfate-Free Body Wash, Johnson’s Baby Powder and certain of our Listerine mouthwash products.” *Id.* (emphasis added).
- (t) Kenvue acknowledged in its SEC S-1 filing that it may be held accountable for the harm caused by the talc-based PRODUCTS it is responsible for: “It is also possible that various parties will seek to bring **and will be successful** in bringing claims against us, including by raising allegations that we are liable for the Talc-Related Liabilities” *Id.* (emphasis added).
- (u) Kenvue further acknowledges itself as the company responsible for the manufacture of Johnson’s Baby Powder indicating that it “may be subject to additional claims . . . related to the sale of talc-based Johnson’s Baby Powder in markets where we have discontinued this product (such as in the United States and Canada), including potential governmental inquiries,

investigations, claims and consumer protection cases from state attorneys general.” Id. (emphasis added).

- (v) Kenvue also acknowledges that it is “responsible for all liabilities on account of or relating to harm arising out of, based upon, or resulting from, directly or indirectly, the presence of or exposure to talc or talc-containing products sold outside the United States or Canada.” Id.
- (w) As such, Kenvue is responsible individually and as successor to all predecessor entities involved in the manufacturing, marketing, and sale of the asbestos-containing talc PRODUCTS to which the Plaintiff was exposed.

21. For purposes of clarity and avoidance of doubt, this Complaint is not asserting and does not assert claims against, or seek any relief from Imerys Talc Vermont, Inc., or any of its affiliates (collectively, “Imerys”), and not relief obtained by Plaintiff pursuant to this Complaint will be used by the Plaintiff against Imerys in any manner.

22. 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.

23. As a direct and proximate result of the conduct as alleged within, Plaintiff Michael L. Perry 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.

24. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Michael L. Perry 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 Michael L. Perry's medical treatment is ascertained.

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

THE PARTIES

26. Plaintiffs, Michael L. Perry and Lonnie L. Long, are currently residents of the State of South Carolina. Plaintiff Michael L. Perry was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina and Illinois.

27. Plaintiff Michael L. Perry was also exposed to asbestos from his personal use, and his family's use, of asbestos-containing talc-based powder products throughout his life in his Illinois, Florida and South Carolina homes beginning in the 1960s. The dust and fibers from the asbestos-containing talc products permeated his person and clothes. As a direct and proximate result of Michael L. Perry's inhalation and ingestion of dust particles and fibers, he was diagnosed with Mesothelioma on or about July 7, 2023.

28. Defendant, **AMERICAN INTERNATIONAL INDUSTRIES**, individually and as successor-in-interest to PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC. d/b/a ED. PINAUD, and NESTLE-LE MUR COMPANY, all for the CLUBMAN line of products, was and is a California General Partnership with its principal place of business in California. At all times material hereto, AMERICAN INTERNATIONAL INDUSTRIES was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding,

supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Clubman talc products and Pinaud talc products used by Plaintiff and others living in the same household with Plaintiff. AMERICAN INTERNATIONAL INDUSTRIES is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

29. Defendant, **ATLAS TURNER INC.**, f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a Canadian corporation with its principal place of business in Canada. At all times material hereto, ATLAS TURNER INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos, asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, raw asbestos fibers sold to various manufacturers of asbestos products including, but not limited to, asbestos friction, drywall, fireproofing, and insulation products. ATLAS TURNER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

30. Defendant, **AVON PRODUCTS, INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, AVON PRODUCTS, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly

or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Avon talc products used by Plaintiff and others living in the same household with Plaintiff. AVON PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

31. Defendant, **BARRETT'S MINERALS INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, BARRETT'S MINERALS INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing Clubman talc products used by Plaintiff and others living in the same household with Plaintiff. BARRETT'S MINERALS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

32. Defendant, **BLOCK DRUG COMPANY, INC.**, individually and as successor to THE GOLD BOND STERILIZING POWDER CO. a/k/a THE GOLD BOND CO., was and is a New Jersey corporation with its principal place of business in Pennsylvania. At all times material hereto,

BLOCK DRUG COMPANY, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Gold Bond talc products used by Plaintiff and others living in the same household with Plaintiff. BLOCK DRUG COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

33. Defendant, **BRENNTAG NORTH AMERICA, INC.**, individually and as successor-in-interest to MINERAL AND PIGMENT SOLUTIONS, INC., as successor-in-interest to WHITTAKER, CLARK & DANIELS, INC., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, BRENNTAG NORTH AMERICA, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson, Cashmere Bouquet talc products and Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. BRENNTAG NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions,

and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

34. Defendant, **BRENNTAG SPECIALTIES, LLC** f/k/a BRENNTAG SPECIALTIES, INC. f/k/a MINERAL AND PIGMENT SOLUTIONS, INC., as successor-in-interest to WHITTAKER, CLARK & DANIELS, INC., was and is a Delaware limited liability company with its principal place of business in New Jersey. At all times material hereto, BRENNTAG SPECIALTIES, LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson, Cashmere Bouquet talc products and Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. BRENNTAG SPECIALTIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

35. Defendant, **BRISTOL-MYERS SQUIBB COMPANY**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, BRISTOL-MYERS SQUIBB COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-

containing talc products including, but not limited to, asbestos-containing Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. BRISTOL-MYERS SQUIBB COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

36. Defendant, **C&S WHOLESALE GROCERS, LLC** f/k/a C&S WHOLESALE GROCERS, INC., individually and as successor-in-interest to FLEMING COMPANIES, INC. successor-in-interest to PIGGLY WIGGLY COMPANY, was and is a Delaware limited liability company with its principal place of business in New Hampshire. At all times material hereto, C&S WHOLESALE GROCERS, LLC was authorized to do business in the State of South Carolina engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson and Gold Bond talc products, purchased and used by Plaintiff. C&S WHOLESALE GROCERS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

37. Defendant, **CALVIN KLEIN INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, CALVIN KLEIN INC. was authorized to do business in the State of South Carolina engaged, directly or indirectly, in the

business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Calvin Klein talc powder, used by others living in the same household with Plaintiff. CALVIN KLEIN INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

38. Defendant, **CHANEL INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, CHANEL INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Chanel talc products, including but not limited to Chanel No. 5 perfumed talc powder, used by others living in the same household with Plaintiff. CHANEL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

39. Defendant, **CHARLES B. CHRYSTAL COMPANY, INC.**, was and is a New York corporation with its principal place of business in Connecticut. At all times material hereto, CHARLES B. CHRYSTAL COMPANY, INC. was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining,

designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products and Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by Plaintiff and others living in the same household with Plaintiff. CHARLES B. CHRYSTAL COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

40. Defendant, **CHATTEM, INC.**, individually and as successor to MARTIN HIMMEL, INC., successor to BLOCK DRUG COMPANY INC., successor to THE GOLD BOND STERILIZING POWDER COMPANY a/k/a THE GOLD BOND COMPANY, successor to GOLD BOND PHARMACEUTICAL CORPORATION, was and is a Tennessee corporation with its principal place of business in New Jersey. At all times material hereto, CHATTEM, INC. was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products used by Plaintiff and others living in the same household with Plaintiff. CHATTEM, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products,

actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

41. Defendant, **COLGATE-PALMOLIVE COMPANY**, individually and as successor-in-interest to THE MENNEN COMPANY, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, COLGATE-PALMOLIVE COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Cashmere Bouquet talc products and Mennen talc products, used by others living in the same household with Plaintiff. COLGATE-PALMOLIVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

42. Defendant, **COLOR TECHNIQUES, INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, COLOR TECHNIQUES, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Cashmere Bouquet talc products, Estee Lauder talc products and Coty talc products, used by Plaintiff and others living in the same household with Plaintiff. COLOR TECHNIQUES, INC. is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

43. Defendant, **COSMETIC SPECIALTIES, INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, COSMETIC SPECIALTIES, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to its IMI FABI Co-Defendants named herein and J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products used by Plaintiff and others living in the same household with Plaintiff. COSMETIC SPECIALTIES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

44. Defendant, **COTY INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, COTY INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Stetson talc products, used by Plaintiff and others living in the same household with Plaintiff. COTY INC. is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

45. Defendant, **CVS HEALTH CORPORATION**, was and is a Delaware corporation with its principal place of business in Rhode Island. At all times material hereto, CVS HEALTH CORPORATION was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. CVS HEALTH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

46. Defendant, **CVS PHARMACY, INC.**, was and is a Rhode Island corporation with its principal place of business in Rhode Island. At all times material hereto, CVS PHARMACY, INC. was authorized to do business in the State of South Carolina and Florida while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. CVS PHARMACY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and

does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

47. Defendant, **EDC DRUG STORES, INC.**, f/k/a KERR DRUG STORES, INC., was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, EDC DRUG STORES, INC. was authorized to do business in the State of South Carolina engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. EDC DRUG STORES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

48. Defendant, **ESTÉE LAUDER INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, ESTÉE LAUDER INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. ESTÉE LAUDER INC. is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

49. Defendant, **ESTÉE LAUDER INTERNATIONAL, INC.**, individually and as successor to CLINIQUE, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, ESTÉE LAUDER INTERNATIONAL INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. ESTÉE LAUDER INTERNATIONAL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

50. Defendant, **THE ESTÉE LAUDER COMPANIES INC.**, individually and as successor to CLINIQUE, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, THE ESTÉE LAUDER COMPANIES INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing

Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. THE ESTÉE LAUDER COMPANIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

51. Defendant, **FOOD LION, LLC**, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, FOOD LION, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. FOOD LION, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

52. Defendant, **GENUINE PARTS COMPANY**, d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products, including but not limited to NAPA and Raylock brakes, and NAPA gaskets purchased and used by Plaintiff on his personal and family vehicles. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

53. Defendant, **GLAMOUR INDUSTRIES CO.**, individually and as an S-corporation of AMERICAN INTERNATIONAL INDUSTRIES successor-in-interest to PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC. d/b/a ED. PINAUD, and NESTLE-LE MUR COMPANY, all for the CLUBMAN line of products, was and is a California corporation with its principal place of business in California. At all times material hereto, GLAMOUR INDUSTRIES CO. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Clubman talc products used by Plaintiff and others living in the same household with Plaintiff. GLAMOUR INDUSTRIES CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

54. Defendant, **HAWTHORNE PHARMACY, INC.**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, HAWTHORNE PHARMACY, INC. was authorized to do business in the State of South Carolina engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson and Gold Bond talc products, purchased and used by Plaintiff. HAWTHORNE PHARMACY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

55. Defendant, **HIMMEL MANAGEMENT CO. LLC** a/k/a HIMMEL GROUP, formerly d/b/a MARTIN HIMMEL INC., individually and as successor to BLOCK DRUG COMPANY INC., successor to THE GOLD BOND STERILIZING POWDER CO. a/k/a THE GOLD BOND CO., was and is a Florida limited liability company with its principal place of business in New York. At all times material hereto, HIMMEL MANAGEMENT CO. LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. HIMMEL MANAGEMENT CO. LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of

South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

56. Defendant, **HIMMEL MEDIA LLC.**, individually and as successor to BLOCK DRUG COMPANY INC., successor to THE GOLD BOND STERILIZING POWDER CO. a/k/a THE GOLD BOND CO., was and is a Delaware limited liability company with its principal place of business in New York. At all times material hereto, HIMMEL MEDIA LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. HIMMEL MEDIA LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

57. Defendant, **HONEYWELL INTERNATIONAL, INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing products,

materials, or equipment including, but not limited to, asbestos-containing friction products, including but not limited to Bendix brakes, purchased and used by Plaintiff on his personal and family vehicles. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

58. Defendant, **IDELLE LABS, LTD.**, was and is a Texas corporation with its principal place of business in Texas. At all times material hereto, IDELLE LABS, LTD. was authorized to do business in the State of South Carolina and Florida while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. IDELLE LABS, LTD. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

59. Defendant, **IMI FABI (DIANA) LLC**, was a North Carolina limited liability company with its principal place of business in West Virginia. At all times material hereto, IMI FABI (DIANA) LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using,

and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products, used by others living in the same household with Plaintiff. IMI FABI (DIANA) LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

60. Defendant, **IMI FABI (USA) INC.**, was and is a Delaware corporation with its principal place of business in West Virginia. At all times material hereto, IMI FABI (USA) INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products, used by others living in the same household with Plaintiff. IMI FABI (USA) INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

61. Defendant, **IMI FABI, LLC**, was and is a West Virginia limited liability company with its principal place of business in West Virginia. At all times material hereto, IMI FABI, LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing

substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products, used by others living in the same household with Plaintiff. IMI FABI, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

62. Defendant, **JANSSEN PHARMACEUTICALS, INC.**, individually and as successor-in-interest to Johnson & Johnson subsidiaries named JOHNSON & JOHNSON CONSUMER INC., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI", was and is a Pennsylvania corporation with its principal place of business in New Jersey. At all times material hereto, JANSSEN PHARMACEUTICALS, INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. JANSSEN PHARMACEUTICALS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

63. Defendant, **JOHNSON & JOHNSON**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, **JOHNSON & JOHNSON** was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. **JOHNSON & JOHNSON** is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

64. Defendant, **JOHNSON & JOHNSON HOLDCO (NA) INC.**, f/k/a **JOHNSON & JOHNSON CONSUMER INC.**, individually and as successor-in-interest to Johnson & Johnson subsidiary "Old JJCI", was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, **JOHNSON & JOHNSON HOLDCO (NA) INC.** was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. **JOHNSON & JOHNSON HOLDCO (NA) INC.** is sued as a Product Defendant. Furthermore, this

Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

65. Defendant, **KENVUE INC.**, individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, KENVUE INC. was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. KENVUE INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

66. Defendant, **L'ORÉAL USA, INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, L'ORÉAL USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not

limited to, asbestos-containing Drakkar Noir talc powder, used by Plaintiff and others living in the same household with Plaintiff. L'ORÉAL USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

67. Defendant, **L'ORÉAL USA PRODUCTS, INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, L'ORÉAL USA PRODUCTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Drakkar Noir talc powder, used by Plaintiff and others living in the same household with Plaintiff. L'ORÉAL USA PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

68. Defendant, **LTL MANAGEMENT, LLC**, is a North Carolina limited liability company with its principal place of business and headquarters in the State of New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Products, LTL MANAGEMENT, LLC is sued herein as the other Defendants have each asserted as between themselves that LTL MANAGEMENT, LLC has also assumed the liabilities for those Products and claim that LTL MANAGEMENT, LLC is a party responsible and

liable to Plaintiff for their injuries as it relates to Johnson & Johnson Baby Powder, Shower to Shower and possibly other talc products used by Plaintiff in the State of South Carolina, Florida and Illinois. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

69. Defendant, **MINERALS TECHNOLOGIES INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, MINERALS TECHNOLOGIES INC. was authorized to do business in the State of South Carolina Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied to Clubman talc products and Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. MINERALS TECHNOLOGIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

70. Defendant, **THE NESLEMUR COMPANY**, f/k/a THE NESTLE-LEMUR COMPANY, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, THE NESLEMUR COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing talc fiber

supplied to Clubman talc products, used by Plaintiff and others living in the same household with Plaintiff. THE NESLEMUR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

71. Defendant, **PFIZER INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, PFIZER INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing talc fiber supplied to Coty talc products, including but not limited to Stetson talc products, used by Plaintiff and others living in the same household with Plaintiff. PFIZER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

72. Defendant, **PIGGLY WIGGLY, LLC**, a subsidiary of C&S WHOLESALE GROCERS, LLC., individually and as successor-in-interest to FLEMING COMPANIES, INC. successor-in-interest to PIGGLY WIGGLY COMPANY, was and is a New Hampshire limited liability company with its principal place of business in New Hampshire. At all times material hereto, PIGGLY WIGGLY, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing,

importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens and Gold Bond talc products, purchased and used by Plaintiff. PIGGLY WIGGLY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

73. Defendant, **PNEUMO ABEX LLC**, individually and as successor-in-interest to ABEX CORPORATION, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, PNEUMO ABEX LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products, including but not limited to Abex/Raylock brakes, purchased and used by Plaintiff on his personal and family vehicles. PNEUMO ABEX LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

74. Defendant, **PRESERSE CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, PRESERSE CORPORATION was authorized to do business in the State of South Carolina and Illinois while

engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied to Avon, Chanel, Coty and Estee Lauder for use in their talc products used by Plaintiff and others living in the same household with Plaintiff. PRESERSE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

75. Defendant, **THE PROCTER & GAMBLE COMPANY**, individually and as successor-in-interest to SHULTON INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE PROCTER & GAMBLE COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing Old Spice talc products and Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. THE PROCTER & GAMBLE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

76. Defendant, **PTI ROYSTON, LLC** d/b/a PHARMA TECH INDUSTRIES f/k/a PHARMA TECH INDUSTRIES, INC. f/k/a BLACK CREEK CORPORATION, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, PTI ROYSTON, LLC was authorized to do business in the State of South Carolina Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. PTI ROYSTON, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

77. Defendant, **PTI UNION LLC** d/b/a PHARMA TECH INDUSTRIES, individually and as successor-in-interest to PHARMA TECH INDUSTRIES, INC. f/k/a BLACK CREEK CORPORATION, as successor-in-interest to DIRECT PHARMACEUTICAL CORPORATION and as successor-in interest to ENVI DIVERSIFIED, INC. f/k/a PHARMA-TECH INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, PTI UNION LLC was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing talc

fiber supplied, distributed and/or manufactured for Gold Bond talc products and Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. PTI UNION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

78. Defendant, **RALPH LAUREN CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, RALPH LAUREN CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Polo talc powder, used by Plaintiff and others living in the same household with Plaintiff. RALPH LAUREN CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

79. Defendant, **RITE AID OF SOUTH CAROLINA, INC.**, was and is a South Carolina corporation with its principal place of business in Pennsylvania. At all times material hereto, RITE AID OF SOUTH CAROLINA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing,

repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. RITE AID OF SOUTH CAROLINA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

80. Defendant, **SHULTON INC.**, was and is an New Jersey corporation with its principal place of business in Ohio. At all times material hereto, SHULTON INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing Old Spice talc products used by Plaintiff and others living in the same household with Plaintiff. SHULTON INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

81. Defendant, **SPECIALTY MINERALS INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, SPECIALTY MINERALS INC. was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing,

processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied, distributed and/or manufactured for to Gold Bond, Clubman and Coty talc products used by Plaintiff and others living in the same household with Plaintiff. SPECIALTY MINERALS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

82. Defendant, **SUMITOMO CORPORATION OF AMERICAS**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, SUMITOMO CORPORATION OF AMERICAS was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied to Avon, Chanel, Coty and Estee Lauder for use in their talc products used by Plaintiff and others living in the same household with Plaintiff. SUMITOMO CORPORATION OF AMERICAS is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

83. Defendant, **TRUE PHARMACY**, was and is a South Carolina company with its principal place of business in South Carolina. At all times material hereto, TRUE PHARMACY was authorized to do business in the State of South Carolina engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson and Gold Bond talc products, purchased and used by Plaintiff. TRUE PHARMACY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

84. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, Calidria asbestos fibers sold to US Gypsum, National Gypsum, Gold Bond, Georgia Pacific, Kelly Moore and others, for use in drywall joint compounds and other construction materials. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

85. Defendant, **VI-JON, LLC** f/k/a VI-JON, INC. f/k/a CUMBERLAND SWAN, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, VI-JON, LLC was authorized to do business in the State of South Carolina Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc sold and bottled for Walgreens and other retailers of talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. VI-JON, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

86. Defendant, **WALGREEN CO.**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, WALGREEN CO. was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. WALGREEN CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective

products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

87. Defendant, **WALMART INC.**, was and is a Delaware corporation with its principal place of business in Arkansas. At all times material hereto, WALMART INC. was authorized to do business in the State of South Carolina, Florida, and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. WALMART INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

BACKGROUND FACTS

88. Plaintiff Michael L. Perry brings this action for monetary damages as a result of contracting an asbestos-related disease.

89. Plaintiff Michael L. Perry was diagnosed with Mesothelioma on or about July 7, 2023.

90. Plaintiff Michael L. Perry's mesothelioma was caused by his exposure to asbestos through his personal use, and his family's use, of asbestos-containing Talc Powder Products where asbestos-containing talc was a constituent ingredient throughout his life.

91. During his work history, Plaintiff was exposed to Defendants' asbestos-containing construction materials removed and replaced as a bystander to construction work and remodel

performed in some of the hotels where he worked in various capacities of employment and management from approximately mid 1980s to approximately 1998 and in the early 2000s. These facilities were located in South Carolina and Illinois.

92. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes on his personal vehicles and his family's vehicles from approximately 1984-1987. These activities exposed Plaintiff to asbestos, asbestos dust and fibers.

93. Plaintiff Michael L. Perry used, or had used on him by his parents and grandparents, the Talc Powder Products from 1969 continuously until approximately 2018, but does not know the precise date he stopped. He frequently and regularly dusted the Talc Powder Products on various parts of his body which at varying times may have included amongst other areas: neck, shoulders, collarbones, chest, arms, armpits, legs, genital area, and feet. During this time he repeatedly inhaled, ingested, and was regularly exposed to asbestos dust emanating from the asbestos laden talc within the Talc Powder Products permeating his person and clothes in his Illinois, Florida and South Carolina homes. All of these activities exposed Plaintiff to asbestos, asbestos dust and fibers.

94. Plaintiff also claims exposure from the Defendant talc suppliers, mines, mills, and labs named in his complaint that provided asbestos-containing talc as a constituent ingredient to the Talc Powder Products that he used.

95. Each use of the Talc Powder Products was an intended and foreseeable use of the products based on the advertising, marketing and labeling of the product. It was foreseeable Defendants' asbestos-containing talc products would be sold for personal use by individuals like Plaintiff Michael L. Perry on himself. Plaintiff was thereby exposed to defendants' asbestos-

containing Talc Powder Products in the State of South Carolina and other states at times relevant to this action.

96. Plaintiff Michael L. Perry'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 Michael L. Perry's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

97. Plaintiff Michael L. Perry was not aware at the time of exposure that asbestos or asbestos-containing talc products presented any risk of injury and/or disease.

98. 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.

99. As a direct and proximate result of the conduct as alleged within, Plaintiff Michael L. Perry 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.

100. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Michael L. Perry 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 Michael L. Perry's medical treatment is ascertained.

101. 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.

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

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

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

103. 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-containing talc products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry on himself. Plaintiff was thereby exposed to Defendants’ asbestos-containing talc products in the State of South Carolina.

104. 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, distributed, bought, offered for sale, supplied, sold,

inspected, marketed, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos-containing talc products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, in that said products caused personal injuries to Plaintiff Michael L. Perry and others similarly situated, (hereinafter collectively called “exposed persons”), while being used for their intended purpose and in a manner that was reasonably foreseeable.

105. The asbestos and asbestos-containing talc 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 talc products from causing Plaintiff Michael L. Perry’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff’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 talc 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 Michael L. Perry. 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.

106. Defendants, and/or their “alternate entities” knew or should have known, and intended that the aforementioned asbestos and asbestos-containing talc 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 personal use by individuals like Plaintiff Michael L. Perry on himself, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Michael L. Perry, would use or be in proximity to and exposed to said asbestos fibers.

107. At all times relevant, Defendants and/or their “alternate entities” were aware of their asbestos and asbestos-containing talc products’ defect but failed to adequately warn Plaintiff Michael L. Perry, 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.

108. Plaintiff Michael L. Perry, 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 talc products occurred at various locations as set forth in this Complaint.

109. Plaintiff Michael L. Perry suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Michael L. Perry was not aware at the time of exposure that asbestos or asbestos-containing talc products presented any risk of injury or disease.

110. Defendants’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff Michael L. Perry’s injuries, and all damages thereby sustained by

Plaintiff Michael L. Perry. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

111. Furthermore, the conduct of Defendants and/or their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Michael L. Perry 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 and others similarly situated.

112. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, distributing, buying, offering for sale, supplying, selling, inspecting, servicing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos-containing talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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 talc 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 talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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.”

113. 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 talc products, or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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-containing talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, would assume, and in fact did assume, that exposure to asbestos-containing talc products was safe, when in fact said exposure was extremely hazardous to health and human life.

114. 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, distribution, purchase, offer for sale, supply, sale, inspection, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos-containing talc products and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry. 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-containing talc products to cause injury to “exposed persons” without warning them of the potential hazards and further induced persons to use and be exposed thereto, including Plaintiff Michael L. Perry.

115. Plaintiff Michael L. Perry and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Michael L. Perry 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.

116. 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.

117. 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, 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:

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

119. Plaintiff Michael L. Perry suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing talc products and products manufactured for foreseeable personal use by individuals like Plaintiff. Plaintiff Michael L. Perry was not aware at the time of exposure that asbestos or asbestos-containing talc products presented any risk of injury and/or disease.

120. The Products Defendants’ conduct and defective products as described above were a direct cause of Plaintiff Michael L. Perry’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

121. Furthermore, the Defendants’ conduct and that of their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Michael L. Perry 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 Michael L. Perry and others similarly situated.

122. 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 personal use by individuals like Plaintiff Michael L. Perry, 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.

123. Plaintiff Michael L. Perry, 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 personal use by individuals like Plaintiff Michael L. Perry, referred to herein in a manner that was reasonably foreseeable. Plaintiff Michael L. Perry’s exposure to asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry occurred at various locations as set forth in this Complaint.

124. Defendants and/or their “alternate entities” knew and intended that the above-referenced asbestos and asbestos-containing talc 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.

125. The asbestos and asbestos-containing talc 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 talc products, and products manufactured for foreseeable personal use by individuals from causing Plaintiff Michael L. Perry’s mesothelioma, due to an inability of any asbestos-alternative to

penetrate the pleural lining of Plaintiff'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 talc products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing talc 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.

126. 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 Plaintiff Michael L. Perry herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

127. Plaintiff Michael L. Perry and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing talc products, or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry. The dangers inherent in the use of these products were not readily recognizable by Plaintiff or other exposed persons. Said Defendants and/or their "alternate entities" further failed to adequately warn of the risks to which Plaintiff Michael L. Perry and others similarly situated were exposed.

128. Defendants' defective products as described above were a direct cause of Plaintiff Michael L. Perry's injuries, and the damages thereby sustained.

129. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, distributing, buying, offering for sale, supplying, selling, inspecting, servicing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, Defendants and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Plaintiff and other exposed persons who came in contact with the asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals, 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 talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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.”

130. 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 talc products, had no knowledge or information indicating that asbestos or asbestos-containing talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry 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 talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry 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.

131. 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, distribution, purchase, offer for sale, supply, sale, inspection, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry. 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 Michael L. Perry and other exposed persons and induced persons to use, be exposed to, and thereby injured by asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry.

132. 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.

133. 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, seeks punitive damages according to proof against all defendants.

134. At all times herein mentioned, each of the named Defendants, and/or their “alternate entities,” was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively

as “alternate entities,” engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, distributing, buying, offering for sale, supplying, selling, inspecting, servicing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely products containing asbestos and talc products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry.

FOR A THIRD CAUSE OF ACTION
(Negligence Per Se)

As a Third Distinct Cause of Action for Negligence Per Se, Plaintiffs Complain of Defendants, and Allege as Follows:

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

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

137. 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 Plaintiff Michael L. Perry. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their 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.

138. The negligence per se of Defendants was a proximate cause of Plaintiff Michael L. Perry’s injuries.

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

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

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

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

141. The implied warranty made by the Defendants and/or their “alternate entities” that the asbestos and asbestos-containing talc 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 Michael L. Perry used the talc products and was inhaled by Plaintiff Michael L. Perry.

142. 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 Michael L. Perry was exposed to Defendants’ asbestos, asbestos-containing talc products, and/or products manufactured for personal use by individuals like Plaintiff Michael L. Perry and consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

144. That during, before and after Plaintiff Michael L. Perry’s exposure to asbestos products manufactured by Defendants and/or their “alternate entities”, the Defendants and/or their

“alternate entities” falsely represented facts, including the dangers of asbestos exposure to Plaintiff Michael L. Perry 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 Michael L. Perry. 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.

145. The foregoing representations were material conditions precedent to Plaintiff Michael L. Perry’s continued exposure to asbestos-containing talc products. Defendants and/or their “alternate entities” each intended that Plaintiff Michael L. Perry act upon the representations by continuing his personal use of, and thereby exposure to, the asbestos-containing talc products. Plaintiff Michael L. Perry was ignorant of the falsity of Defendants’ representations and rightfully relied upon the representations.

146. As a direct and proximate result, Plaintiff Michael L. Perry’s reliance upon Defendants’ false representations, Plaintiff has suffered injury and damages as described herein.

FOR A SIXTH CAUSE OF ACTION

(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

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

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

148. For decades, defendants manufactured products composed of talc that were sold and marketed as safe for daily use by consumers on their person to give off a pleasant smell, mask odors, prevent chaffing and/or absorb moisture. Defendants’ products were advertised as healthful for babies, children and adults and to be applied regularly to maintain freshness, keep skin soft, mask odors with a floral fragrance, prevent chaffing and/or absorb moisture.

149. Defendants and the Cosmetic, Toiletry & Fragrance Association (n/k/a Personal Care Products Council) (“CTFA”) made false statements to plaintiff, the general public, news media and government agencies that exercise regulatory authority over the cosmetic industry, including, but not limited to, the U.S. Food & Drug Administration (“FDA”), the National Institute of Occupational Health and Safety (“OSHA”), the National Institute for Occupational Safety and Health (“NIOSH”), the Mine Health and Safety Administration (“MHS”), and the National Toxicology Program (“NTP”), which, in turn, proximately caused plaintiff’s harm through intentional efforts to deceive the general public as to the safety of and presence of carcinogens, including asbestos, in talc-containing products.

150. Defendants and CTFA, for decades before Plaintiff Michael L. Perry was born, possessed medical and scientific data that raised concerns regarding the presence of carcinogens, including asbestos, in talc and that demonstrated the existence of health hazards to those exposed to asbestos-containing talcum powder products.

151. Talc is a hydrous magnesium silicate, inorganic material that is mined from the earth. It is used in the manufacture of goods, such as paper, plastic, paint and coatings, rubber, food, electric cable, ceramics, and cosmetics. In its loose form and as used in defendants’ products, talc is known as “talcum powder.”

152. Geologists, Defendants and CTFA—and their suppliers, experts, agents and advisors—have long known that the deposits in the earth that are associated with talc are also associated with the formation of asbestos. “Asbestos” is a commercial and legal term, rather than a geologic or scientific term, referring to six now-regulated magnesium silicate minerals that occur in fibrous form, including the serpentine mineral chrysotile, and amphibole minerals such as actinolite, anthophyllite, tremolite, amosite and crocidolite. The United States Geological Survey on Commercial Talc production in 1965, as well as those dating back to the 1800s, note the

presence of tremolite, anthophyllite and chrysotile commonly among those minerals found within talc deposits.

153. Defendants, some of which have been and still are the largest talc producers and/or talc-containing product manufactures in the world, admit that they have long employed and/or consulted with doctors, scientists, geologists, mineralogists and toxicologists, and that they have long maintained extensive medical and scientific libraries and archives containing materials relating to the health hazards of talc and the presence of carcinogens, including asbestos, in talc and talc deposits.

154. Beginning in the 1930s, medical and scientific literature emerged indicating talc was commonly, if not invariably, contaminated with substances known or suspected of being carcinogenic, such as asbestos, silica, quartz, nickel and arsenic. Within the next several decades, an ever-growing body of medical and scientific literature demonstrated that direct and secondary exposure to talc, including asbestos-containing talc, was hazardous to exposed persons' health in that it could cause lung disease, cancer and death.

155. Defendants and their affiliates, employees, agents and/or suppliers were members of the National Safety Council. In March of 1933, Waldemar C. Dreesen of the United States Public Health Service reported to the National Safety Council the results of a study conducted among tremolite, talc and slate workers. The study indicated that the talc was a hydrous calcium magnesium silicate, being 45% talc and 45% tremolite, and the National Safety Council stated, "The results of the study seemed to indicate a relationship between the amount of dust inhaled and the effect of this dust on the lungs of the workers." As early as 1934, the National Safety Council was publishing that "a cause of severe pulmonary injury is asbestos, a silicate of magnesium." In the September 1935 issue of National Safety News, an article entitled "No Halfway Measures in Dust Control" by Arthur S. Johnson reported lowered lung capacity resulting from "asbestosis"

and “similar conditions” that developed “from exposure to excess of many mineral dusts relatively low in free silica content.” The article further noted that claims for disabilities from workers who alleged exposure to “clay, talc, emery, and carborundum dusts” had “claims prosecuted successfully.” The article concluded that “[i]n the absence of adequate diagnoses, occupational histories and a more satisfactory method of adjudicating claims than prosecution at common law, we must conclude that it is necessary to find a practical method for controlling all mineral dusts.”

156. In 1936, the National Safety Council published an article entitled “Lesser Known Facts About Occupational Diseases” that found “exposure to asbestos fibers, present in the weaving and grinding of dry asbestos material, offers another type of dust which may cause fatalities among workers.” In 1958, The New York Department of Labor published Industrial Code Rule No. 12 establishing regulations applying to all employees and employers relating to dangerous air contaminants and listing both asbestos and talc as such substances.

157. In 1968, a study presented at the American Industrial Hygiene Conference & Exposition and published in the American Industrial Hygiene Association Journal concluded that “[a]ll of the 22 talcum products analyzed have a...fiber content...averaging 19%. The fibrous material was predominantly talc but contained minor amounts of tremolite, anthophyllite, and chrysotile as these are often present in fibrous talc mineral deposits...Unknown significant amounts of such materials in products that may be used without precautions may create an unsuspected problem.” L. J. Cralley, et al., Fibrous and Mineral Content of Cosmetic Talcum Products, 29 Am. Ind. Hyg. Assoc. J. 350-354 (1968). Defendants were aware of these findings.

158. In 1968, a scientific study of store-bought, commercially available talcum powders conducted by the Occupational Health Program, National Center for Urban Industrial Health, was published and presented by the American Industrial Hygiene Association. Defendants were aware of this study. The study revealed that, contrary to popular belief, talcum powders were not entirely

pure, but rather contained various fibrous minerals, including tremolite, anthophyllite and chrysotile. The study explained that such fibrous content was not unexpected because these types of fibers are often present in fibrous talc mineral deposits. Available documents indicate that during the same year and in the years following, at least one company began testing store-bought talcum powders for asbestos content. Despite tests showing some talcum powders contained asbestos, there is no evidence that positive results or the brand names of contaminated products were communicated to any governmental agency, the media or the public.

159. A 1976 follow-up study conducted by researchers at Mount Sinai Hospital in New York concluded that “[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products.” Rohl A.N., et al., Consumer Talcums and Powders: Mineral and Chemical Characterization, 2 J. Toxicol. Environ. Health 255-284 (1976). The Mount Sinai study results were published by various newspapers, including the New York Times and the Washington Post, and Defendants were aware of same.

160. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on talc-containing products. Defendants and CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers (including asbestos hazards) associated with cosmetic talcum powder products, such as Defendants’ products.

161. In 1971, the New York City of Environmental Protection Administration Air Resources Board conducted a study of two “leading” brands of talcum powder using transmission

electron microscopy (“TEM”) and X-ray diffraction (“XRD”) analysis, and found them to contain 5-25% tremolite and anthophyllite asbestos.

162. Soon thereafter, a symposium was held in August of 1971 at the FDA to discuss the issue of asbestos content of talcum powders with the talc industry, government officials, and doctors and scientists from Mt. Sinai Hospital, which was then the epicenter of the medical and scientific study of asbestos. Among other statements, participants and attendees heard: that asbestos should be banned in talcum powders; models should be set up to measure the levels exposure to asbestos experienced by persons using talcum powder containing asbestos at the lowest level of microscopic detection; and that finding asbestos in talc and talcum powder is extremely difficult, and the only truly reliable way to determine the asbestos content of talc and talcum powder is through TEM and electron diffraction. Defendants and CTFA, aware of the foregoing and citing costs as well as their fear of the public learning talc was contaminated with asbestos, ignored and completely rejected any measures to meaningfully test talc products to make sure they were free from asbestos and other carcinogens.

163. After this 1971 symposium, Dr. Weissler of the FDA hired Dr. Seymour Z. Lewin to test commercially available talcum powders for asbestos. Dr. Lewin tested 195 samples and found asbestos of varying amounts in 43. Many of Dr. Lewin’s positive results were eventually corroborated by Pfizer Inc. The results, however, were uncorroborated by two other laboratories, leading the FDA to the conclusion that XRD, optical and electron microscopy, and electron diffraction must be used to detect asbestos in talc and talcum powders.

164. Dr. Lewin of New York University disclosed twice in 1972 that asbestos had been found in cosmetic talc. In a report to the FDA on August 3, 1972, Dr. Lewin reported that of 195 talc products, 20 had tremolite, 7 had chrysotile, 9 had both tremolite and chrysotile, and 7 had substantial percentages of one of both. XRD had been used as the first step in analysis and the

presence of asbestos and was verified by the use of optical microscopy to disclose the presence of significant numbers of fibers. Shortly thereafter, Dr. Lewin reported to Whittaker, Clark & Daniels Inc. on September 30, 1972, that Italian talc 1615 contained about 2% tremolite and 0.5% chrysotile as determined with XRD and detailed microscopic exam. In a July 31, 1973, review of Dr. Lewin's testing of 195 talc samples, the FDA found "good semi-quantitative agreement" for tremolite on selected samples re-analyzed using optical microscope analysis by FDA and XRD by Pfizer. Agreement was not as good for chrysotile, but the review did warn that optical microscopy could "completely miss the presence of chrysotile if the fibers are submicroscopic, which may well be the case in finely-milled talc." In 1972, ES Laboratories reported that "1615" talc contained 1% chrysotile and that "4615" talc contained 3% chrysotile and 3% anthophyllite. An August 23, 1973, report by Johns-Manville on TEM analysis of commercial talcs reported that nine of fourteen samples contained chrysotile. Only five samples did not have detectable levels of chrysotile. Pages from the laboratory notebook of Colgate-Palmolive Co. scientist Paul Briscese from March 7, 1976, show that Old Regal (North Carolina) talc tested positive for tremolite, New Montana talc tested positive for anthophyllite and tremolite, and Italian talc tested positive for tremolite.

165. A December 10, 1973, report of the CTFA's Talc Subcommittee disclosed that optical microscope analyses of talcs from the Italian, Montana I & II, Alabama, Vermont, and North Carolina mines had failed the proposed FDA's method because of elevated chrysotile concentrations. This December 10, 1973, CTFA report also showed that several laboratories had reported chrysotile in many of the talc samples sent by the CTFA for evaluation of analytical methods as well as the several identifications of asbestos in talc mentioned.

166. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on consumer talcum powder products. CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, including many of the

Defendants herein, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers associated with cosmetic talcum powder products, such as Defendants' products. On September 3, 1973, the FDA sent CTFA a letter regarding various means of measuring asbestos in talc, stating that "conventional methods employing X-ray diffraction or differential thermal analysis are not sufficiently reliable to produce quantitative results of the desired precision." The FDA further advised CTFA that it "has been exploring refractory optical microscopy as a means of measuring asbestos in talc." CTFA responded to the FDA's public notice on its proposed optical microscopy method on December 26, 1973. CTFA contended that the proposed method was not "reliable" for the detection of asbestos in talc, recommended a "collaborative effort between FDA and industry to develop such a method," and urged deferment of the proposed rule. Minutes of CTFA's Talc Subcommittee meeting on March 15, 1976, indicate that the FDA's "Dr. Shaffner suggested the possibility of having industry report periodically on the results of its analysis to the FDA." Dr. Estrin of CTFA responded that "the subcommittee would give serious consideration to this suggestion."

167. Contemporaneously, evidence began to emerge from testing conducted by various regulatory agencies revealing that asbestos was being found in food, beer and drugs, including intravenously injected medicines. In 1972, and later in 1973, the FDA filed notices of proposed rulemaking requiring talc used in food, food packing and drugs to be completely free of asbestos. These were some of the same "grades" of talc used by Defendants.

168. The talc industry's response, including that of the defendants, was swift and well-coordinated through CTFA, with which the defendants conspired and worked in concert to purposely create a flawed, voluntary testing and surveillance methodology for detecting asbestos in talc and block efforts to label and warn consumers regarding the dangers associated with the talc products, including defendants' products.

169. Regarding the FDA's proposed 1972 rule-making, the FDA Director of Product Development and Cosmetics, Dr. Schaffner, invited representatives of the talc industry to a meeting in August of 1972 to discuss the results of Dr. Lewin's study and inform them that the FDA was preparing to release a "Proposed Statement of Policy On Asbestos in Cosmetics Containing Talc." Dr. Schaffner explained that he was duty-bound and must publicize the brand names of the talcum powders that contained asbestos. CTFA's president, Dr. Merritt, strongly objected to the FDA alerting the general public and publishing the brand names of the talcum powders, as it would cause the manufactures "economic hardship." Dr. Merritt also threatened to sue the FDA to prevent the disclosure of the brand names. As a result, the FDA, defendants and CTFA never revealed or publicized the brand names of the talcum powders that contained asbestos, much to the detriment of the plaintiff and the general public.

170. In 1973, CTFA created a talc subcommittee and the Scientific Advisory Committee to develop a testing methodology for detecting asbestos in talc. Initially, CTFA designated a group of its members to tests talc grades used in talcum powder utilizing the methodology proposed by the FDA in its notice of rulemaking. Six samples of talc used in commercially available talcum powders, plus one talc sample purposely spiked with tremolite and chrysotile, were circulated among the members, including representatives of defendants. Of the eight participating members, four found asbestos in every sample, three did not find asbestos in any sample (including the spiked sample), and one found asbestos only in the spiked sample. In conclusion, all members agreed that the best and most reliable method of detecting asbestos in talc is not optical microscopy, but rather TEM and electron diffraction. The same members, however, dispensed with this analytical method, claiming TEM and electron diffraction equipment was too expensive, despite defendants then owning or having unfettered access to same.

171. From there, the difference between what defendants and CTFA knew diverged from what they were representing to the FDA. Defendants, CTFA and others in the industry knew that there was no such thing as asbestos-free talc—only talc in which asbestos could not be detected using the prevailing, most economic analytical methodology, XRD, which at the time could not accurately identify chrysotile asbestos in talc, nor detect tremolite asbestos contamination levels below 2-5%.

172. Defendants and the CTFA also did not disclose to the FDA that the overwhelming majority of talcum powder manufacturers and sellers were not testing their products for asbestos, and even if they were testing, it was done so superficially: only four or so grams per 20 tons of pre-shipment and pre-processed talc, as an example. Defendants and CTFA also failed to inform the FDA that they were not testing off-the-shelf talc powder products, but rather old samples that were never from the end products themselves. They also failed to inform the FDA that they were limiting their testing of talc to only one type of asbestos fiber to the exclusion of all other fiber types that are commonly found in talc deposits. What is more, to the extent defendants found asbestos in their samples, these positive results were not reported to the FDA. Instead, on their behalf, CTFA sent letters to the FDA in March of 1976 fraudulently claiming that industry testing had shown all talcum powder products to be completely free of asbestos.

173. Beginning in 1975 and 1976, researchers at New York Air Resources Board, Mt. Sinai School of Medicine, and the FDA became increasingly concerned that CTFA, defendants and the cosmetic industries were slow to address the issue of asbestos in talc and talcum powders. Defendants had not issued any recalls, provided consumer warnings, informed the FDA of any effort to ensure that talcum powders on the market did not contain asbestos, or developed a reliable methodology or protocol for ensuring that talc and talcum powder did not contain asbestos.

174. Taking matters into their own hands, Mt. Sinai Hospital researchers published a follow-up article to Dr. Lewin's 1971 study that demonstrated that some of defendants' talcum powders contained over 20% asbestos. The researchers concluded that "[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products." The results of the Mount Sinai study were known to the defendants and published the same year by the New York Times and the Washington Post.

175. Defendants and CTFA responded to these developments by falsely claiming that the industry was doing "everything" it could to solve the problem; issuing press releases falsely claiming that chrysotile had never been found in talcum powders; and intentionally suppressing data that showed tremolite was commonly found in talc and talcum powder.

176. CTFA subsequently began in earnest to produce a voluntary protocol and methodology that would provide defendants cover from both lawsuits and regulation. Egregiously, as concerned media members, citizens and regulators began asking more questions about which other brands of talcum powder contained asbestos, defendants and CTFA falsely represented that talcum powders have never contained asbestos.

177. Defendants and third parties collectively met with and corresponded with CTFA, as well as collectively met with the FDA and other government agencies, to individually and collectively advocate for the use of "voluntary" XRD testing of miniscule portions of the tons of talc to be used in consumer products. Defendants' "voluntary" method—that was developed collectively by defendants and CTFA and advocated to the FDA in lieu of regulations requiring asbestos labeling or warnings on talcum powder products—was inadequate because levels of asbestos contamination in talc commonly fell below the detection limit of the testing methods.

Defendants and CTFA also knew that asbestos contamination was not uniformly distributed, such that the miniscule amounts tested would not reveal the true level of contamination in talc products, such as those to which Plaintiff Michael L. Perry was exposed.

178. In support of its voluntary XRD methodology, which was finally published in 1977, CTFA produced letters to the FDA written by its members, including defendants, identifying tests conducted showing talcum powder products did not contain asbestos. CTFA, defendants and other talc product producers, however, never informed the FDA of the hundreds of positive tests showing talc and talcum powders contained asbestos and other carcinogens.

179. CTFA “Method J4-1,” published on October 7, 1976, states that TEM-SAED “offers greater sensitivity, but is not presented since it is unsuitable for normal quality control applications.” The published method, rather, relies on XRD with “the level of detection of amphibole by this method [being] 0.5% and above.” CTFA met with and corresponded with defendants and third parties, to individually and collectively advocate to the FDA for the use of inadequate XRD testing on miniscule portions of the tons of talc obtained from the mining sources to be used in the consumer products, followed by fewer “periodic” tests by TEM. This voluntary method was developed by CTFA and defendants, and was advocated to the FDA by CTFA and defendants in lieu of regulations requiring labeling and warnings on talcum powder products, even though CTFA and defendants knew that the J4-1 method would not reveal the true level of asbestos in the talc that reached consumers. In fact, the first “round robin” tests, which analyzed a “CTFA Tremolite-Spiked Talc,” resulted in 6 of 7 participating laboratories failing to detect the tremolite. In other words, 84% of the industry’s laboratories failed to detect asbestos in a sample known to contain tremolite asbestos while using the CTFA’s own J4-1 method. There is no evidence that CTFA or defendants ever shared this remarkable failure with the FDA or the public.

180. Minutes of CTFA's Talc Subcommittee from February 24, 1975, stated "It was agreed, however, that chrysotile is never found in cosmetic talcs, based on numerous analyses by several investigators..." When referring to the challenge of chrysotile detection, an article entitled "Talc" in the January/March 1976 CTFA Cosmetic Journal, states that "The only known backup method for a positive identification in this event, is [TEM] with selected area diffraction." However, "despite many efforts, the committee had been unable to find a sample of cosmetic talc containing naturally occurring asbestos...it was asked, 'Why should we test for chrysotile if there isn't any?'" CTFA's Specification for Cosmetic Talc, revised on October 7, 1976, falsely represented that no fibrous asbestos was detected in cosmetic talc. Even after 1976, CTFA and defendants continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos and other carcinogens in the talc being used to manufacture cosmetic products. However, CTFA and defendants continued to represent that no asbestos was detected in cosmetic talc. These material representations adversely and directly impacted the FDA's attempt to adequately test consumer talc for asbestos and regulate cosmetics. The most sensitive method of identifying or detecting asbestos in cosmetic talc, TEM-SAED, was not used because CTFA represented that its "ultra-sensitivity could be a problem" and that it was too expensive to use. Instead, its J4-1 method relied on XRD alone for detection of asbestos at greater concentrations than 0.5%, a concentration that could allow more than a billion asbestos fibers per gram of talc to be passed off as "asbestos-free."

181. Defendants and CTFA made and published such representations, claiming that their testing method was adequate, that they were ensuring that talcum powder products were safe, and that the talc reaching consumers was "safe," despite having substantial knowledge and evidence to the contrary. Defendants intentionally and knowingly did so to avoid FDA regulations that may

have required them to place warnings regarding the asbestos content of their products, and thereby inform the public, including plaintiff, that talc-containing products contained asbestos.

182. CTFA then published an article in 1979 stating it conducted over three thousand tests of talcum powders and none of them found chrysotile. The article and report failed to disclose whether the talcum powders tested contained tremolite, anthophyllite or any other form of asbestos. This publication of half-truths was conveyed to the FDA and the public with the purpose of preventing regulations of cosmetic products. Thereafter CTFA's methodology became the standard by which nearly all talc was analyzed by the entire industry, including talc used in cosmetic and hygiene products today.

183. CTFA and defendants have represented to various news media outlets and the public at large that their products are "asbestos-free," when, in fact, their products did test positive for asbestos and those that did not were merely the result of inadequate and imprecise testing methods. "No asbestos detected" does not mean the product does not contain asbestos, but due to defendants' repeated conflation of the terms, the public has been led to erroneously believe talc products are safe. Furthermore, since defendants and CTFA did not have sufficient testing protocols in place to support the claims that talc products were safe or asbestos-free, such statements were recklessly made, as they had no reason to believe them.

184. Between 1970 and the 1990s, tests conducted by and on behalf of defendants and the talc industry continued to show that talc and talcum powder products contained asbestos. None of these positive tests have ever been produced or made known to any regulatory agency, and knowledge of their existence is only because of civil litigation.

185. Defendants and CTFA's failure to disclose these positive results and the inadequacies of their testing protocols continued through the 1980s, 1990s and 2000s, even when

various government agencies raised concerns about the safety of talc, including the issue of asbestos content.

186. To this day, many talc-containing products presently on the market contain asbestos. Instead of publicizing this fact, defendants and CTFA continue to deny all the above to protect their pecuniary interests, to the severe detriment of the public, including Plaintiff.

187. Since at least 1979, defendants have conducted a campaign to convince the public that their products are regulated by the FDA, that their tests are conducted pursuant to FDA regulations, and that talcum powder products are, therefore, safe. Nothing could be further from the truth: the FDA has never been assigned a budget by Congress to regulate cosmetics, including asbestos and other carcinogens in talcum powders. Defendants' concerns for the safety of their products have always been voluntary and under the auspices of CTFA, a private industry group, that in its 40 years has only banned the use of 11 ingredients in all cosmetics ever sold in the United States. Indeed, as of today, asbestos-containing talc in cosmetics has not been banned or otherwise regulated by CTFA or the FDA.

188. Defendants (and other entities in the talc industry and cosmetic industries, including the CTFA), individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in both their finished products as well as talc shipments from Talc Supplier Defendants and other sources that were used to produce finished products.

189. Defendants, and even the outside laboratories, including McCrone Associates, sent letters to CTFA, to be and which were forwarded to the FDA, stating that results of testing of talc used by them after 1972 had not revealed the presence of amphibole or chrysotile asbestos, when in fact all of these entities had received or performed tests indicating the contrary when such false representations were made.

190. After 1976, defendants and CTFA continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos in talc.

191. Defendants failed to place any warning on their talc and talcum powder products or ever disclose the fact that these products contained carcinogens, including asbestos, at any point, up to and including the present, despite the clear hazard and direct information that their products did and continue to contain such carcinogens.

192. Defendants and CTFA, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, distribution and use of talcum powder products, and controlled the level of knowledge and information available to the public, including Plaintiff, regarding the hazards of exposure to carcinogens, including asbestos, from talc and talc-containing products.

193. Defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including Plaintiff, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos in their talc and talc-containing products.

194. Defendants and CTFA, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder products, including those to which Plaintiff Michael L. Perry was exposed.

195. Defendants and CTFA, while cognizant of the aforementioned data, deliberately chose to ignore the health and safety issues raised in said data and embarked upon a plan of deception intended to deprive the public at large, including plaintiff, of alarming medical and

scientific findings, many of which remained in their exclusive possession and under their exclusive control.

196. Defendants and CTFA conspired and/or acted in concert with each other and/or with other entities through agreement and consciously parallel behavior:

- (a) to withhold from users of their products—and from persons who they knew and should have known would be exposed thereto—information regarding the health risks of inhaling and/or ingesting asbestos and other carcinogens contained in talc and talcum powder products;
- (b) to eliminate, suppress or prevent investigation into the health hazards of exposure to asbestos and other carcinogens in talc and talcum powder products;
- (c) to ensure that asbestos-containing talc and talcum powder products became widely used in commerce, irrespective of the potential and actual risk of harm to the users and consumers from the asbestos and other carcinogens therein; and
- (d) to falsely represent that talc and talcum powder products, including those of defendants, were safe and healthful for use by consumers.

197. Plaintiff reasonably and in good faith relied upon the false and fraudulent representations made by defendants and CTFA regarding the hazards of talc and talcum powder products that contained asbestos and other carcinogens, and he was, therefore, deprived of an opportunity to make informed decisions concerning use of, exposure to and contact with said products.

198. CTFA, as well as defendants and other entities in the talc industry and cosmetic industries, individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in defendants' and other CTFA members' finished products as well as talc shipments from talc suppliers and other sources that were used to produce finished products. Instead, CTFA sent letters to the FDA stating that results of testing of talc used by the industry after 1972 had not revealed the presence of amphiboles or

chrysotile, when in fact all of these entities had received or performed tests indicating the contrary by 1976, when such intentionally false misrepresentations were made. CTFA and defendants made and published such representations claiming that their collective testing method was adequate, they were ensuring that talcum powder products were safe, and that their testing of talc reaching consumers was “safe,” despite knowing the contrary.

199. The FDA, and ultimately Plaintiff, directly and/or indirectly relied upon CTFA’s and defendants’ false representations regarding the safety of cosmetic talc. In fact, an FDA letter dated January 11, 1979, states: “In cooperation with scientists from industry, our scientists have been making progress in the development of such regulatory methods.” The continuing lack of FDA awareness regarding CTFA’s and defendants’ misrepresentations was obvious seven years later. In a response to a citizen petition to require an asbestos warning label on cosmetic talc, on July 11, 1986, the FDA states that an “analytical methodology was sufficiently developed” to ensure that “such talc [is] free of fibrous amphibole...” CTFA’s J4-1 method has continued for the past four decades to be the cosmetic talc industry’s method for “ensuring” “asbestos-free” talc. The use of TEM, recognized by the CTFA as offering “greater sensitivity” for asbestos, continued to increase over the following decades as its advantages were applied to more matrices. In 1990, Kremer and Millette published a TEM method for analysis of asbestos in talc with a theoretical detection limit of about 0.00005%. Despite such improvements in analytical techniques, the cosmetic talc industry, including defendants, continues, four decades later, to use and promote its antiquated and wholly inadequate J4-1 method.

200. CTFA and defendants, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, marketing, distribution and use of asbestos-containing talcum powder products, and controlled the

level of knowledge and information available to the public regarding the hazards of exposure to asbestos and other carcinogens from talc and talc-containing products.

201. CTFA and defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including plaintiff and their family members, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos from their talc and talc-containing products.

202. CTFA and defendants, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder, and specifically talc and talcum powder used in the production of products to which Plaintiff Michael L. Perry was exposed.

203. CTFA and defendants, through agreement and consciously parallel behavior, suppressed, altered, changed, destroyed and/or revised reports, data, tests, studies and other documents regarding the potential presence of asbestos and other carcinogens in talc and talc-containing products, including defendants' products to which Plaintiff Michael L. Perry was exposed.

204. As recently as 2016, Defendants made material misrepresentations to the FDA regarding asbestos in its talcum powder products.

205. For additional details regarding and supporting plaintiff's claim, see Bird T., et al., "A Review of the Talc Industry's Influence on Federal Regulation and Scientific Standards for Asbestos In Talc," New Solut., 2021 Aug; 31(2): 152-169.

206. Defendants, both acting individually and in concert with others, including the CTFA, violated the common law duty of care owed to plaintiff or otherwise engaged in intentionally culpable activity that caused Plaintiff to suffer severe injuries and damages.

207. As a direct and proximate consequence of the foregoing acts and omissions, Plaintiff Michael L. Perry (i) relied on defendants' false assurances that their talc-containing products were free from asbestos and safe, (ii) used or was otherwise exposed to defendants' talc-containing products; (iii) and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.

208. The actions and omissions of defendants, independently and collectively, constitute a pattern or practice of intentionally wrongful conduct and/or malice resulting in injuries to Plaintiff as described in this complaint.

209. As a direct and proximate consequence of the foregoing acts and omissions by the defendants, Plaintiff Michael L. Perry used or was otherwise exposed to defendants' products and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.

FOR A SEVENTH CAUSE OF ACTION

**(Fraud as to Defendants Johnson & Johnson,
Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and
LTL Management LLC)**

For a Seventh Distinct Cause of Action for Fraud, Plaintiffs Complain of Defendants, and Allege as Follows:

210. Defendants JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC., f/k/a Johnson & Johnson Consumer Inc., individually and successor-in-interest to Johnson & Johnson subsidiary "Old JJCI", JANSSEN PHARMACEUTICALS INC., individually and as successor-in-interest to Johnson & Johnson subsidiaries named Johnson & Johnson Consumer Inc., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI", KENVUE INC., individually and as successor-in-interest to Johnson & Johnson Consumer

Inc., and LTL MANAGEMENT LLC (collectively “J&J”) made false representations regarding the asbestos content of their talc products, including Johnson’s Baby Powder and Shower to Shower used by Plaintiff Michael L. Perry, misrepresentations that Plaintiff relied on to his detriment and which caused the development of his mesothelioma. J&J’s misrepresentations were deliberate and were effectuated through a campaign to hide and destroy laboratory testing detecting asbestos in Johnson’s Baby Powder and Shower to Shower, to manipulate the protocols for such testing to falsely suggest no asbestos was found in Johnson’s Baby Powder and Shower to Shower, and to repeatedly assert to the public and federal regulatory agencies that Johnson’s Baby Powder and Shower to Shower were safe.

211. Johnson’s Baby Powder was a critical cornerstone product for J&J, referenced as the company’s “golden egg” and “sacred cow.” See Exhibit 1 (04/28/1997 The Johnson & Johnson Advantage: Emotional Trust); see also Exhibit 2 (08/18/1997 Mother-Baby Strategic Mission); see also Exhibit 3 (08/20/1997 Johnson & Johnson "Golden Egg" Advertising Strategy); see also Exhibit 4 (excerpt of 08/04/1999 Johnson & Johnson Baby Camp PowerPoint); see also Exhibit 5 (excerpt of 08/10/1999 Johnson & Johnson Baby Camp PowerPoint with Koffman (Golden Egg presentation)).

212. J&J knew that its cosmetic talc products, including Johnson’s Baby Powder and Shower to Shower, contained asbestos fibers, knew those asbestos fibers could cause cancer, and knew that it was not safe to be selling such products to the public for use on babies, children, and adults. In a memorandum dated April 9, 1969, J&J internally expressed concern that the presence of tremolite asbestos in its talc products would cause pulmonary diseases and cancer and increased the risk that the company would be drawn into litigation. J&J acknowledged that trace amounts of tremolite were unavoidable, and that efforts should be made to keep the amount of tremolite to a minimum.

213. In a memorandum dated July 30, 1971, J&J was informed that there is no place for asbestos in talc, trace amounts were not acceptable, and any talc with asbestos should be removed from the market. J&J was informed that no level of asbestos in talc is acceptable for cosmetic use.

214. In a memorandum dated October 16, 1997, J&J acknowledged that there is no doubt that “mesothelioma can be caused by non-occupational exposure to mineral fibers” and that “mesothelioma may occur after brief or indirect exposure to asbestos.” This memorandum further stated that tremolite is considered one of “the most potent mesothelioma producers” and that scientists contend that trace amounts of tremolite in other minerals is responsible for mesotheliomas.

215. In its memorandum of October 16, 1997, J&J acknowledged that “in several mesothelioma patients studied, both talc fibers and tremolite were detected. In fact, the majority of asbestos bodies isolated from the lungs of women in the general population have tremolite or anthophyllite and because tremolite and anthophyllite are known contaminants of talc, this data suggests that rare cases of mesothelioma among women with no other identifiable exposure might be related to exposure to cosmetic talc.” Further, an environmental factor that must be given “major consideration in the incidence of Mesothelioma” includes “tremolite asbestos” which “is a known contaminant [of] some deposits of talc.”

216. J&J’s corporate representative has acknowledged in litigation that it has known for years that the talc used in Johnson’s Baby Powder could be inhaled and reach deep into the lung. For decades, J&J has known about the dangers of talc powder inhalation during the normal use of its talc-based cosmetic products, especially to babies.

217. The relationship between asbestos exposure and mesothelioma has been well understood since the 1960s and numerous studies confirm that causal relationship. J&J was aware of this causal relationship through its knowledge of the scientific literature and its membership in trade organizations through which such knowledge was distributed.

218. Beginning at least in the 1950s, J&J tested its talc for impurities or comineral, including “asbestos” and “tremolite,” because the company knew they are deleterious minerals that could be harmful to a person’s health and thus should not be found in talc-based cosmetic products. At all relevant times, J&J understood the dangers posed by asbestos exposure and that asbestos was a known impurity of talc.

219. J&J, internally and through hired testing laboratories such as the Battelle Memorial Institute, McCrone Associates, and the Colorado School of Mines Research Institute, tested for asbestos impurities in the source talc ore, processed ore, and finished products used to manufacture J&J cosmetic talc products. All of these testing laboratories found asbestos minerals in J&J source talc ore or cosmetic talc products. Independent labs have also found asbestos in the talc used in J&J cosmetic talc products.

220. The existence of laboratory tests finding asbestos in J&J cosmetic talc products and source talc used in those products has been verified by J&J under cross examination in recent litigation. J&J knew about these positive test results all along. In 1972, J&J executives acknowledged internally that the results of testing demonstrating the presence of asbestos in J&J’s cosmetic talc products and the source ore used to make these products. At that time, J&J confirmed that McCrone found trace tremolite and that these findings are “not new.”

221. In May 1973, Roger Miller, the President of J&J’s mining company, Windsor Minerals, informed J&J that “the ore body contains actinolite.” This talc ore body was actively used to produce J&J’s cosmetic talc products. One week later, J&J’s records note that “[t]he first showing of actinolite we know about is October 1972.”

222. J&J consistently lied about these positive test results for decades. In response to consumer inquiries, J&J has assured consumers that “asbestos has never been found in Johnson’s Baby Powder and it never will.” In print advertisements as late as December 19, 2018, J&J told the public

that “Baby Powder does not contain asbestos and never will. We test every single lot to ensure it.” The Johnson’s Baby Powder product label says it was the “Purest Protection” and it was advertised as “the best you can buy” and “the purest.”

223. J&J has acknowledged that the intent of these representations to consumers has always been to “to reassure them they could feel safe and comfortable using Johnson’s Baby Powder because it does not contain asbestos” and to convey that in using Johnson’s Baby Powder, there was “zero chance” of exposing their families to asbestos. The statements that Johnson’s Baby Powder and Shower to Shower does not contain asbestos, that there was “zero chance” consumers were exposing their families to asbestos were false when they were made, and J&J knew they were false when they made those statements. As a direct result of J&J’s false representations that Johnson’s Baby Powder and Shower to Shower never contained asbestos, millions of people, including babies, were unwittingly and needlessly exposed to asbestos.

224. J&J has never placed warnings on its talc-based powder products about the potential hazards presented by the product being aerosolized in normal application. J&J never placed warnings on its powder products about the risk of asbestos exposure or cancer.

225. Instead, J&J represented to the public that Johnson’s Baby Powder was safe. J&J withheld from their spokespeople whose job it was to communicate the “no evidence of asbestos” message any reports indicating there was in fact evidence of asbestos in Johnson’s Baby Powder. J&J’s misrepresentations and omissions regarding the safety of Johnson’s Baby Powder and Shower to Shower has resulted in consumer use of this and other cosmetic talc products in a potentially lethal way without any knowledge of the danger.

226. Since the early 1970s the FDA has repeatedly asked J&J whether there was any evidence of any amount of asbestos in any J&J cosmetic talc product. J&J’s answer to the FDA’s inquiries was always the same: there is no evidence of any amount of asbestos in any J&J cosmetic

talc product. Over the course of more than four decades, J&J represented to the FDA over and over again that there is not a single instance or report of asbestos – including chrysotile asbestos – in its products.

227. In a letter dated September 21, 1971, J&J represented to the FDA that its data “conclusively proves that Johnson’s Baby Powder is free of asbestos.” J&J has represented to the FDA that “no amphibole materials have been detected” in the company’s talc-based products. Documentation of a meeting between J&J and the FDA in 1972 shows that, when pressed, J&J went so far as to represent to the FDA that “there wasn’t a shred of evidence to support the idea that either our Johnson’s Baby Powder or Shower to Shower contained any chrysotile asbestos.”

228. Although aware of repeated McCrone reports over the course of years to the contrary, J&J falsely represented to the FDA that its consultant McCrone never found asbestos in the talc ore that was used to make Johnson’s Baby Powder and Shower to Shower. In 1976, J&J rejected the FDA’s request to provide the results of its respective periodic monitoring for asbestos.

229. J&J also submitted false and misleading statements through its trade association, the Cosmetic, Toiletry & Fragrance Association (“CTFA”) (n/k/a Personal Care Products Council) (“PCPC”). The CTFA made false statements to Plaintiff, the general public, news media, and government agencies, including, but not limited to the FDA, the National Institute of Occupational Health and Safety (“OSHA”), the National Institute for Occupational Safety and Health (“NIOSH”), the Mine Health and Safety Administration (“MHSA”), and the National Toxicology Program (“NTP”), which, in turn, proximately caused Plaintiff’s harm through intentional efforts to deceive the general public and regulatory authorities as to the safety of and presence of carcinogens in Johnson’s Baby Powder and Shower to Shower.

230. J&J used the CTFA to communicate false information about the purity of its talc and lack of asbestos content, as evidenced by a letter dated March 15, 1976. This false information was

then transmitted by the CTFA to the FDA to “give assurance as to the freedom from contamination by asbestos form materials of cosmetic talc products.” This was done after J&J was aware of over 50 reports about asbestos minerals and fibers in the talc it used for cosmetic talc products. Two weeks after relaying this false information, J&J met privately in Hillside, New Jersey and congratulated themselves on the “success” of the “presentations” to the FDA and agreed that they should not bind themselves to having to further update the FDA.

231. J&J and other industry members agreed to do testing on their respective cosmetic talc products in a “round robin” format. The testing was done using a table that identified the manufacturer of the samples that were tested. Multiple samples contained asbestos. In a letter dated March 1, 1978, the Chairman of the CTFA Task Force on Round Robin Testing and then current employee of J&J instructed the CTFA to “destroy your copy of the table” containing the results finding asbestos in cosmetic talcs.

232. Although possessing test results indicating that the talc used in its talc-based products contained tremolite and chrysotile asbestos — reportable as asbestos under federal regulations — J&J represented to the NTP that there was never any evidence of asbestos in the talc used in Johnson’s Baby Powder and Shower to Shower. And decades after asbestos was first reported, J&J continued to represent to the FDA that it had confirmed “the absence of asbestiform minerals” in its finished talc-based products. It did so in the CTFA’s Comments in Response to a Citizens Petition dated June 27, 1995.

233. As recently as 2016, in a document dated March 17, 2016, J&J represented to the FDA that no asbestos structures have ever been found in its talc-based products in any testing anywhere in the world. This statement made to the FDA was false.

234. In an advertisement to the public dated December 19, 2018, J&J falsely claimed that it has cooperated fully and openly with the FDA and other regulators. In fact, J&J did not provide

the FDA with positive asbestos tests from its hired consultants, including McCrone, and the Colorado School of Mines. J&J did not tell the FDA that it possessed test results finding asbestos in the mine ore and the finished talc product nor did it give those results to the FDA.

235. J&J also used its consultants as vehicles to intentionally mislead the FDA. A letter dated October 12, 1971, evidences that J&J knew that its standby consultant McCrone purposely omitted findings of asbestos in its talc-based products because it “would only tend to confuse the issue perhaps with the FDA” and that McCrone offered that if J&J “decide[d] to use these reports with the FDA” to “please call us.”

236. As a part of its testing protocol for J&J’s talc products, McCrone would segregate any test results that were positive for the presence of asbestos in talc ore or cosmetic talc products from those that allegedly found “no quantifiable” asbestos. For instance, on April 29, 1986, under McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate reports of test results for Windsor Minerals. The first was for 11 talc samples in which “no quantifiable” amounts of asbestiform were found. The second was for the three talc samples (noticeably extracted from the numbering sequence) in which traces of chrysotile were found.

237. McCrone and J&J worked together to manipulate the asbestos testing results of J&J products done by outside laboratories and reported those manipulated findings to the FDA as negative results. For example, in a report dated October 27, 1972, McCrone found tremolite asbestos in J&J talc products but a handwritten note was written in large print on the front of the report stating: “DO NOT USE THIS REPORT.” The report was revised to remove the quantification of asbestos found.

238. Similar asbestos findings by other J&J consultants were also hidden from the FDA. J&J submitted to the FDA testing performed by Professor Hutchinson from the Minnesota Space Center only in excerpts that removed all references to his “incontrovertible” findings of chrysotile asbestos. J&J did not submit a March 1974 test results from Professor Reynolds at Dartmouth College

that “Actinolite is the dominant fiberform amphibole in the ore and talc product provided by Windsor Minerals.” Instead, J&J submitted test results to the FDA from Dartmouth claiming that no amphiboles were found in the company’s talc products.

239. J&J had its consultants use purposefully misleading laboratory tests to support its false claims that its talc ore and talc products were free of any asbestos. Since at least 1971, J&J has known that transmission electron microscopy (“TEM” or electron microscopy) is the superior microscope to detect asbestos in talc and was its consultants’ recommended testing method. In fact, the positive asbestos results obtained by Professor Hutchinson utilized the TEM method. But J&J convinced the FDA that lesser test methods were effective, knowing that those lesser methods had failed to detect asbestos that was verified to be present in J&J’s cosmetic talc products. J&J routinely submitted test reports to the FDA as proof that its talc was asbestos free knowing that the methods used would not detect asbestos at low levels and thus were not reliable to rule out the presence of asbestos. For example, a McCrone report dated April 24, 1974, noted that lesser methods failed to find asbestos in over a dozen samples where the asbestos was confirmed when using the correct tool – TEM.

240. Despite J&J’s knowledge that other testing methods missed verified asbestos in its talc, J&J advocated an industry standard using one of the weaker/lesser methods and claimed it would ensure the talc was asbestos free. This method is known as J4-1. The J4-1 testing method utilized x-ray diffraction (“XRD”) as the initial screen to determine if any further testing was necessary. The limit of detection was between .5% and 5% and ensured that millions to trillions of asbestos fibers in a gram of talc could escape detection. Using the J4-1 method, if the XRD test result was negative, no more testing would occur, and the sample would be reported as “none detected.” This process virtually guaranteed that low levels of asbestos would never be found. J&J also knew that XRD could not detect chrysotile at levels below two percent of the talc product and was also incapable of detecting low levels of tremolite. In the unlikely event an XRD test result was positive, J&J’s second step

utilized polarized light microscopy (“PLM”), also a lesser testing method, and J&J instructed the PLM analyst not to count all of the fibers he or she would actually see under the microscope. Short fibers, below a defined size, recognized as carcinogenic, were excluded from any reporting.

241. The CTFA’s December 10, 1973 report confirmed that multiple talc sources, including Italian and Vermont talc, failed the proposed FDA’s method because of elevated chrysotile concentrations. Thereafter, the CTFA proposed J4-1 knowing it was a “unreliable” testing method for asbestos in talc. The first “round robin” tests, which analyzed a “CTFA Tremolite-Spiked Talc,” resulted in six of seven participating laboratories failing to detect the tremolite. In other words, 84% of the industry’s laboratories failed to detect asbestos in a sample known to contain tremolite asbestos while using the CTFA’s J4-1 method. There is no evidence that CTFA or J&J ever shared this remarkable failure with the FDA or the public.

242. J&J also knew that the “concentration method” of sample preparation was most able to detect the presence of asbestos in its talc and thus provide more accurate results. Internal memorandums from 1973 show that J&J understood that the concentration method was “much more sensitive than our proposed specifications” and when used found traces of tremolite which the J&J testing methods would fail to expose. J&J’s stated concern with using a concentration method, set forth in a memorandum dated May 16, 1973, was that it was too good at detecting asbestos – it was too sensitive. Correspondence dated February 18, 1975 indicates that J&J rejected the concentration method because the effective and sensitive testing was not “in the worldwide company interest.” Indeed, many of J&J’s consultants — including the Colorado School of Mines, Professor Pooley of Cardiff University, Professor Reynolds of Dartmouth College, and Professor Alice Blount of Rutgers University — found asbestos in J&J’s talc-based cosmetic products using the concentration method. J&J did not provide any of those test results to the FDA, however.

243. When J&J finally decided to use TEM on a limited basis in 1995, it implemented a TEM reporting methodology designed to yield negative, rather than accurate results. J&J called its method TM7024. According to this method, a lab would report the test results as negative and “not quantifiable” unless the scientist counted 5 or more asbestos fibers of the same variety in an incredibly small sample (it varied but was well under 50 milligrams). Thus, even if the examiner identified, counted and quantified as many as 16 asbestos fibers (four fibers of tremolite, four fibers of actinolite, four fibers of anthophyllite, and four fibers of chrysotile) the finding of asbestos was not to be reported. This method instructed labs who confirm the presence of asbestos in incredibly small samples to “couch” the results in specific and deceptive language that the lab “did not find any quantifiable amount of asbestosforms minerals.” J&J’s position about the scientific propriety of its TM7024 testing protocol was and remains inconsistent with EPA protocols for counting asbestos fibers.

244. Even though J&J tested miniscule amounts of product, and utilized methods specifically designed to yield negative results, asbestos was still found in J&J’s cosmetic talc. J&J never produced these test results to the public until 2017. In editing information for its website in about 2016, J&J acknowledged internally that it “cannot say our talc-based consumer products have always been asbestos free.”

245. J&J represented to the FDA that the most sensitive testing was not needed because “substantial asbestos can be allowed safely in baby powder.” J&J also claimed that “extensive” animal studies of its Vermont and Italian talc revealed no cancer risk from their talc. J&J now admits that only one study was done of its Vermont talc and only one study of its Italian talc as it relates to the risk of cancer from talc. The FDA was not told tests were conducted on a special lot of “extremely clean” talc. This information was first disclosed in litigation from J&J internal records, first produced no earlier than 2017.

246. J&J knew that it had liability to persons who developed asbestos-related diseases as a result of exposure to its cosmetic talc products. In an internal communication dated April 15, 1969, the Medical Director for J&J wrote to advise the company of danger relative to “inhalation” of the “needle-like” crystals of tremolite asbestos in J&J’s talc. J&J was cautioned that “since the usage of these products is so widespread, and the existence of pulmonary disease is increasing, it is not inconceivable that [J&J] could become involved in litigation in which pulmonary fibrosis or other changes might be rightfully or wrongfully attributed to inhalation of our powder formulations.” To that end, Dr. Thompson recommended that “someone in the Law Department should be consulted with regard to the defensibility of our position in the event that such a situation could ever arise.” The medical director further forewarned J&J that the company could confront a situation where the company would be more or less compelled to remove its talc products “if it became known that our talc formulations contained any significant amount of Tremolite.” This prediction of litigation came to fruition shortly thereafter. J&J has reported that during the 1970s alone, the company was sued in talc-based cases in 1971, 1972, 1973 1974, 1976, 1977, 1978, and 1979.

247. Due to the litigation process, J&J has been forced to identify documents from as early as 1971 (and every year thereafter) relating to “ongoing,” “pending,” and “anticipated” litigation regarding Johnson’s Baby Powder. Since at least 1971, J&J has known that information in the company’s possession relevant to or produced in any particular talc-based lawsuit would be relevant to discovery in future talc-based cases. Although J&J was legally obligated to retain the evidence, it does not know where the documents and evidence related to these cases are located or whether they even exist. Entries on J&J’s privilege log indicate that samples of talcum powder used in litigation existed at the time the litigation in the 1970s was pending but are no longer available.

248. Despite being involved in litigation for decades, J&J never produced a single asbestos test in any case prior to 2017, even when specifically requested. J&J was repeatedly asked in litigation

whether the talc used in any of its talc-based cosmetic products contained any amount of asbestos. J&J represented to plaintiffs' counsel that "there was no evidence" of asbestos in its cosmetic talc. These representations exemplified J&J's pattern and practice in defending talc-injury litigation, which was to conceal evidence of asbestos in its cosmetic talc products and represent that no such evidence ever existed. Many of the same J&J executives who were involved in discussions with the FDA about the company's talc-based cosmetic products were involved in defending J&J in litigation alleging asbestos-related injuries from talc-based cosmetic products.

249. J&J routinely provided sworn affidavits from company executives falsely asserting that there was no evidence of asbestos in the talc used for J&J cosmetic products. In addition to submitting false affidavits, J&J repeatedly certified answers to interrogatories stating that there was never any evidence of asbestos in any J&J cosmetic talc product when it knew the truth to be otherwise. J&J knew there was tremolite in Johnson's Baby Powder when responding to discovery requests in the Krushinski case. J&J has been forced to admit that these interrogatories, which were answered in conjunction with the company's lawyers, were false.

250. J&J concealed and refused to produce in response to plaintiffs' discovery requests any documents evidencing or relating to tests, studies, investigations, and analyses of Johnson's Baby Powder and Shower to Shower for the presence of asbestos, despite its knowledge that relevant and material documents existed and were in its possession and that it had the duty to disclose them.

251. Although J&J by its own admission had an obligation to preserve evidence once litigation concerning the health effects of its talc products was foreseeable, it failed to do so. J&J knew that evidence adduced in litigation concerning the health effects of its talc products would be material and relevant to other anticipated cases. Yet J&J failed to preserve records from any of the lawsuits that alleged injuries as a result of Johnson's Baby Powder, Shower to Shower, talc, or asbestos, even though J&J knew that relevant and material documents existed and were in its possession.

252. J&J did not retain any samples of its talc ore and milled talc used in its talc-based cosmetic products, which it tested regularly for the presence of asbestos and asbestiform minerals at any time until 2017. Although litigation was pending and anticipated, the samples chosen by J&J specifically to create test results were not retained under the company's evidence retention schedules and were not subject to any litigation-hold. J&J also failed to retain all test results for the presence of asbestos and asbestiform minerals of the talc ore and milled talc used in its talc-based cosmetic products. The failure to institute a litigation hold made certain that the testing results were destroyed in accordance with its document retention policy. In 2008, nearly ten years after the first litigation hold, when asked about retention time for "information related to the CTFA ingredient surveys" J&J directed its employees to "PITCH them." Any test results that J&J has not yet produced are presumed to be destroyed, as the disposal of these results were mandated by the company's evidence retention scheduled absent a litigation hold, which J&J never issued.

253. The limited underlying scientific data that still exists of J&J's consultants confirms that the reports of "no detectable" asbestos are belied by the underlying scientific data, which shows evidence of asbestos. There are countless similar non-detect letters with no underlying data.

254. In 1989, after facing litigation related to its talc-based products for nearly two decades and anticipating further litigation, J&J destroyed records relating to its Hammondsville, Vermont mining operations.

255. J&J historically preserved no records from the majority of cases in which it has been sued for causing talc related injuries. For those cases where there is at least some documentation, J&J either lost or destroyed most of the material evidence related to historical litigation alleging asbestos-related disease from its talc products. Despite being involved in many cases dating back to 1971, J&J could only locate two sets of discovery responses for its corporate representative to review.

256. J&J once maintained a paper file documenting all of its telephone conversations with the FDA related to its talc-based cosmetic products dating to the early 1970s. The “FDA Call File” no longer exists.

**J&J is Fully Responsible for Conduct
Fraudulent Misrepresentation**

257. J&J intentionally and fraudulently continued to misrepresent to the public that Johnson’s Baby Powder and Shower to Shower were safe, concealing the dangers of asbestos exposure and evidence of asbestos in J&J’s talc product. J&J’s misrepresentations and omissions regarding the safety of Johnson’s Baby Powder and Shower to Shower have resulted in consumer use of cosmetic talc products in a potentially lethal way without any knowledge of the danger, thus denying Plaintiff the knowledge with which to avoid further exposure. Specifically, J&J’s intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J made a material representation;
- (b) The representation was false;
- (c) J&J knew it was false when made or made it recklessly without knowing it was true as a material positive assertion;
- (d) J&J made the misrepresentation intending that Plaintiff act on the representation;
- (e) Plaintiff acted in reliance on it; and
- (f) Plaintiff, as a result, suffered damage.

**J&J is Fully Responsible for Conduct
Silent Fraud (a/k/a Fraudulent Concealment)**

258. J&J intentionally and fraudulently concealed the dangers of asbestos exposure and continued to represent to the public that Johnson’s Baby Powder and Shower to Shower were safe, concealing the evidence of asbestos in J&J’s talc product. J&J’s concealment and omissions regarding the safety of Johnson’s Baby Powder and Shower to Shower have resulted in consumer use of cosmetic talc products in a potentially lethal way without any knowledge of the danger, thus denying

Plaintiff the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J suppressed a material fact;
- (b) J&J had a duty to disclose the fact; and
- (c) J&J concealed the fact with the intent to defraud.

259. Plaintiff Michael L. Perry trusted Johnson's Baby Powder and Shower to Shower. He used it on himself, believing it to be safe. Plaintiff trusted that the talc products used on himself were safe and did not have any carcinogens. He relied on J&J to provide any safety information to him and his family and to make sure any life-threatening hazards were communicated to her. Had the Plaintiff known the true facts, he would never have purchased or used the products.

260. Plaintiff Michael L. Perry developed malignant mesothelioma, a fatal cancer, as a direct and proximate cause of the misrepresentations made by J&J regarding the safety of Johnson's Baby Powder and Shower to Shower and its concealment of evidence that its cosmetic talc products utilized talc that contained asbestos fibers that could cause cancer.

WHEREFORE, Plaintiffs demand judgment against defendants Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., and Kenvue Inc. for a reasonable amount plus statutory interest and costs, and for such other relief as shall be deemed appropriate.

FOR AN EIGHTH CAUSE OF ACTION
(Loss of Consortium)

For an Eighth Distinct Cause of Action for Loss of Consortium, Plaintiff Lonnie L. Long Complains of Defendants, and Alleges as Follows:

261. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

262. Plaintiffs Michael L. Perry and Lonnie L. Long were married on June 20, 2009 and at all times relevant to their action were legally married.

263. Prior to his injuries as alleged, Plaintiff Michael L. Perry was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Michael L. Perry 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 Lonnie L. Long was deprived of the consortium of his 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.

264. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Michael L. Perry as set forth herein, Plaintiff's spouse and co- Lonnie L. Long suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of his 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.

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; and
8. 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)

Jamie D. Rutkoski (SC Bar No. 103270)

KASSEL MCVEY ATTORNEYS AT LAW

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Other email: emoultrie@kassellaw.com

and

Rachel A. Gross (TX Bar 24073608)

(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

rgross@dobslegal.com

Other email: tgilliland@dobslegal.com

ATTORNEYS FOR PLAINTIFFS

November 30, 2023
Columbia, South Carolina

EXHIBIT 1

The Johnson & Johnson Advantage: Emotional Trust

Many Companies Have Rational Trust

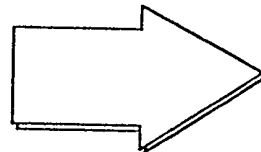
Merck

Procter & Gamble

Colgate

Bristol-Myers Squibb

Glaxo Wellcome

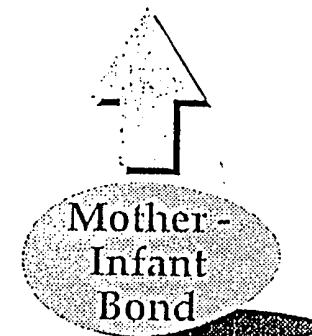


Only Johnson & Johnson Also Has Real Emotional Trust

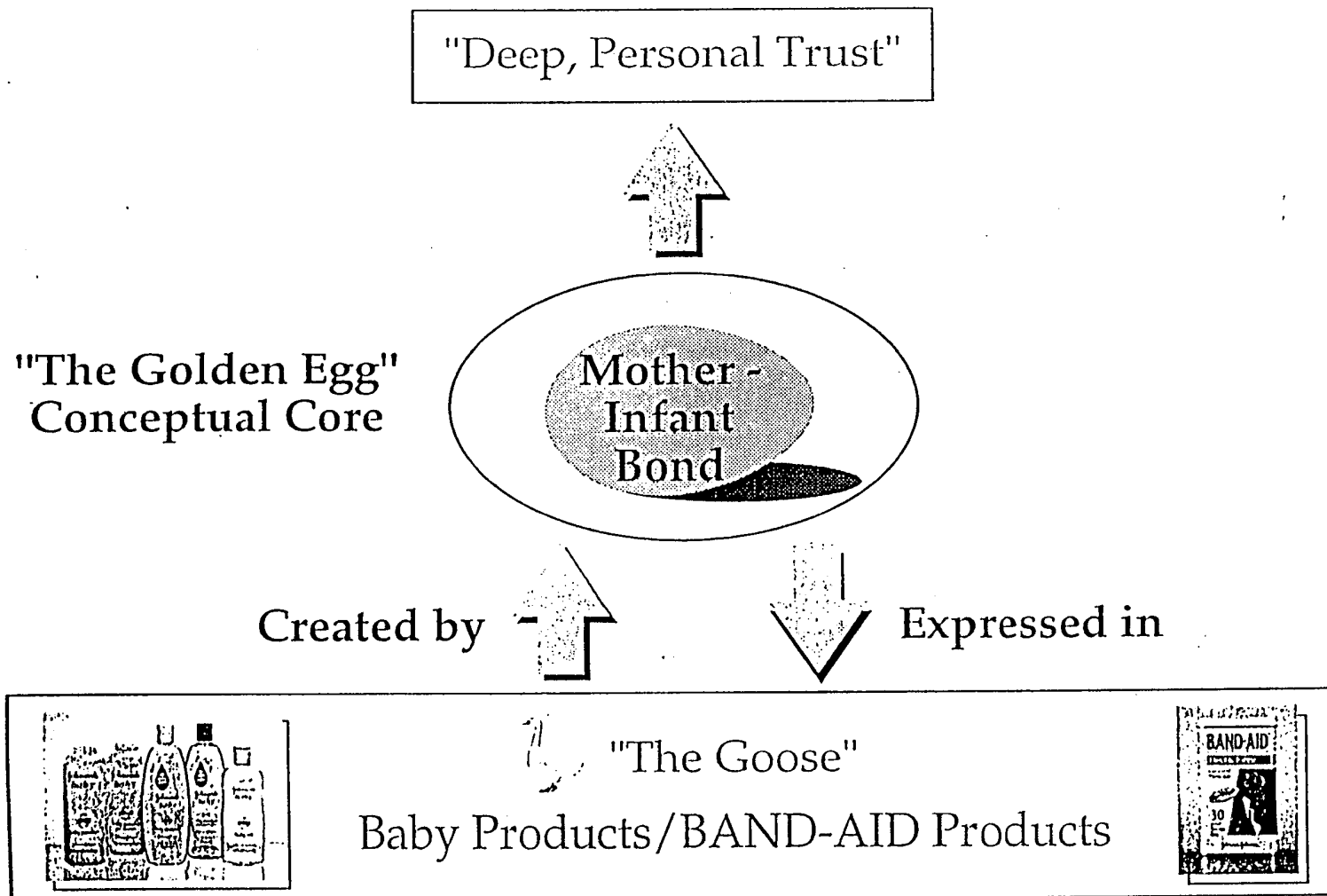
Safe + Personal

Won't
hurt me

"Familial"
intimacy with
the company



"The Goose That Laid the Golden Egg"



JNJTALC000000066

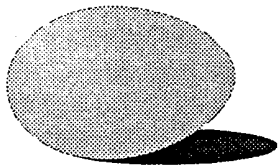
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EXHIBIT 2

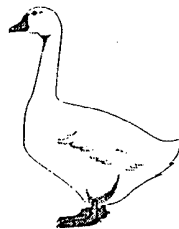
Mother-Baby Strategic Mission

Objective: Reinforce the superiority of Johnson & Johnson as the most trustworthy, caring *health care products* company worldwide. These values constitute a key competitive advantage, and are rooted in our heritage as the mother - baby company.



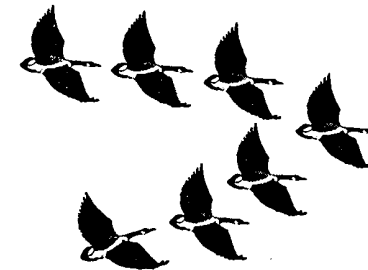
Burnish the Golden Egg

- ◆ Express the mother-infant bond and reinforce our caring and trustworthiness
- ◆ Reinforce the link between the bond and the Johnson & Johnson name



Feed the Goose

- ◆ Increase the leadership share of mind of JOHNSON'S/Johnson & Johnson in the baby category among consumers, medical professionals and selected opinion leaders



Lead the Flock

- ◆ Solidify and be recognized for our leadership as the best source for products, information, support and services which empower and enable parents, particularly mothers, to take the best care of their healthy babies under three.

JNJTALC000000068

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EXHIBIT 3

Johnson & Johnson “Golden Egg” Advertising Strategy

August 20, 1997

Advertising Objective:

To “Burnish the Egg,” i.e., to enhance the Johnson & Johnson Core Equity of Caring and Deep Personal Trust.

Insights:

Research has determined that the Core Equity is most accurately captured in the mother/baby bond.

Bonding helps babies relate to their world. It stimulates growth and brain development.

Touch is essential to bonding. (Babies deprived of touch suffer developmental problems.)

New parents have an increased need for information and reassurance.

The role of the father in nurturing is increasing and is viewed by mothers as supportive of their role.

Target:

Parents of babies

Opinion leaders, including healthcare providers and government influencers

Benefit:

Johnson & Johnson gives me the information and encouragement I need to bond with my baby.

Support:

Touch is the first communication between parent and child.

It is the way babies learn to bond.

Touch promotes both emotional and physical development.

JNJTALC000000097

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EXHIBIT 4



Summary

- JOHNSON'S Baby is the corporation's #1 equity and the mother-infant bond is at its core.
- JOHNSON'S Baby is 50% heart and 50%mind.
- We MUST protect and enhance the JOHNSON'S Baby Equity.



In Summary

- We are called JOHNSON'S Baby
- We are a baby product
- Adults use us because we are a baby product
- This adult usage drives volume in most of our categories
- Our point of difference from other mild products
 - Rational
 - Emotional
- It is an ownable and distinctive proposition that must be reinforced in any JOHNSON'S Baby communication



babycamp 
HOME



File Provided Natively

JNJTALC000353919

Metadata

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EXHIBIT 5



RoA_00604



Christian Koffman



babycamp 
HOME

RoA 00605



Baby Care Franchise

- **Big**
- **Profitable**
- **Good Geographic Spread**



babycamp



RoA_00606



TOUCH IS...

- **Mother - Baby Bonding - Central to the Meaning of JOHNSON'S Baby**
...emotional
- **Benefits of Infant Massage - Central to Our Equity as Baby Care Expert**
...rational
- **A program and a platform which combines both**
 - professional
 - consumer



Our Objective:

Establish
Johnson & Johnson
as the leading
global babycare company



babycamp



RoA_00608



File Provided Natively

JNJTALC000643847

Metadata

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FileSize	2418688.00	ORIGINAL



Department of Pathology

Roper Hospital
316 Calhoun Street
Charleston, SC 29401
Tel: (843) 724-2260 Fax: (843) 737-8535

SURGICAL PATHOLOGY CONSULTATION REPORT

Patient Name:	PERRY, MICHAEL L.	Accession #:	SR23-3043
Med. Rec. #:	001580364	Financial #:	464139428
DOB/Age/Gender:	(Age: 53) / M	Date of Service:	6/30/2023
Client:	Roper Hospital	Received:	6/30/2023
Location:	RH 3 HVT CT INTERMED	Reported:	7/5/2023
Patient Type:	Inpatient Epic		
Physicians:	KLINE, ELIZABETH M-MD		

DIAGNOSIS

A. PLEURA, LEFT, BIOPSIES:

**NON SMALL CELL MALIGNANCY, MOST COMPATIBLE WITH MALIGNANT MESOTHELIOMA
SEE MICROSCOPIC DESCRIPTION**

B. PLEURA, LEFT, BIOPSY FOR FROZEN SECTION:

**NON SMALL CELL MALIGNANCY, MOST COMPATIBLE WITH MALIGNANT MESOTHELIOMA
SEE MICROSCOPIC DESCRIPTION**

Electronically Signed By SANFRANCESCO, JOSEPH MICHAEL-MD 7/5/2023 14:20

joe/7/3/2023

INTERPRETATION LOCATION

Primary professional interpretation performed at Roper Hospital, 316 Calhoun Street, Charleston, SC 29401.

COMMENT

Diagnostic findings were relayed to Dr. Lingerfelt by Dr. Sanfrancesco on July 5, 2023 via the Telmediq application.

MICROSCOPIC DESCRIPTION:

A-B: Sections (including frozen section slides) demonstrate an infiltrative non-small cell malignancy comprised of moderate to markedly atypical cells arranged predominantly in infiltrative sheets with prominent nucleoli. Keratinization is absent. Gland formation is not identified. Overtly sarcomatoid differentiation or features of a high-grade sarcoma are not appreciated. To further differentiate the lineage of these malignant cells, a panel of qualitative immunohistochemical stains (with appropriate positive controls) was performed on block A2:

Cytokeratin AE1/3: Positive
Cytokeratin 7: Positive
Cytokeratin 5/6: Positive
Calretinin: Positive
WT1: Positive
Desmin: Negative
PSA: Negative
CK20: Negative
SOX10: Negative
TTF-1: Negative

Overall, coexpression of cytokeratins and mesothelial markers favors mesothelioma with extensively epithelioid features. There is no evidence of a pulmonary non-small cell carcinoma or metastatic colorectal carcinoma. Despite the prominent nucleoli, findings

PERRY, MICHAEL L.

SURGICAL PATHOLOGY CONSULTATION REPORT

SR23-3043

argue against metastatic prostatic adenocarcinoma. There is no evidence of metastatic melanoma. The frozen section diagnosis is confirmed.

CLINICAL INFORMATION

Pleural mass [J94.8]

Pleural effusion, left [J90]

SPECIMEN(S) RECEIVED:

A: Left pleural biopsies

B: Pleural biopsy

INTRAOPERATIVE CONSULTATION

B. FROZEN SECTION DIAGNOSIS -LEFT PLEURAL BIOPSIES: MALIGNANT-DEFER TO PERMANENTS FOR FINAL CLASSIFICATION

Dr. Hannay, Dr. Worsham (consultant)

Frozen Section interpretation performed at Roper Hospital, 316 Calhoun Street, Charleston, SC 29401.

Interpreted By: HANNAY, MADISON E-DO

WORSHAM, GEORGE FREDERICK-MD

jc/6/30/2023

GROSS DESCRIPTION

A. (L pleural biopsies) Received in formalin is a 3.3 x 2.6 x 1.2 cm aggregate of friable pink-tan tissue fragments. The specimen is submitted entirely in blocks A1 and A2. m/2/ng

B. (Left pleural biopsies) Received without fixative for intraoperative frozen section are 3 pieces of yellow-tan fibrofatty tissue ranging from 1.0 x 1.0 x 0.3 cm to 1.5 x 0.9 x 0.3 cm. The specimen is submitted entirely for intraoperative frozen section with the frozen section control submitted entirely in block BFS1. m/1/ng

Gross examination and description performed at Roper Hospital, 316 Calhoun Street, Charleston, SC 29401.

cc/6/30/2023

WORSHAM, GEORGE FREDERICK-MD / Cole, Chanell

All special stains (including histochemical stains) and immunohistochemical/cytochemical stains are performed on separate slides for each different stain/antibody unless the report documents multiplex stain(s) were performed. Positive control slides with each special stain and/or immunohistochemical stain were examined by a pathologist or qualified designee and each showed appropriate reactivity.



***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2023CP4004072

Official File Stamp: 11-30-2023 03:39:04 PM
Court: CIRCUIT COURT
Common Pleas
Richland
Case Caption: Michael L Perry , plaintiff, et al vs American International Industries , defendant, et al
Event(s): Add Party to Case

Document(s) Submitted: Amended/Amended Summons And Complaint
- Exhibit/Filing of Exhibits
- Exhibit/Filing of Exhibits
Filed by or on behalf of: Theile Branham McVey

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Carson Shepherd Phillips for Union Carbide Corporation
Charles William Branham, III for Michael L Perry et al
Casey Lee Austin for Brenntag Specialties Llc, Brenntag North America Inc
George Lawrence Inabinet, Jr. for Brenntag Specialties Llc, Brenntag North America Inc
Nicolas John Cherry for Glamour Industries Co, American International Industries
Allyson Rebecca Twilley for Glamour Industries Co, American International Industries
Stephanie G. Flynn for Glamour Industries Co, American International Industries
Jasmine Imani Whatley for Genuine Parts Company
Donald Jay Davis, Jr. for Block Drug Company Inc
R. Scott Wallinger, Jr. for Rite Aid Of South Carolina Inc, Edc Drug Stores Inc
Barbara J. Wagner for Rite Aid Of South Carolina Inc, Edc Drug Stores Inc
Yancey Alford McLeod, III for Pneumo Abex Llc
Gregory Warren Rouse, II for Abex Corporation, Pneumo Abex Llc
Angela Gilbert Strickland for Chanel Inc
W. David Conner for Union Carbide Corporation
Scott Edward Frick for Union Carbide Corporation
Taylor Joy Stewart for Genuine Parts Company
Patrick James Cleary for Vi Jon Llc
DeShawn Herman Mitchell for Vi Jon Llc
Mark Thomas Rainsford for Pti Royston Llc
Peter George Siachos for Ralph Lauren Corporation, L Oreal Usa Products Inc
Robert O. Meriwether for The Procter & Gamble Company, Estee Lauder Companies Inc,
Estee Lauder International Inc, Shulton Inc, Estee Lauder Inc, Coty Inc, Bristol Myers Squibb
Company, Calvin Klein Inc, Idelle Labs Ltd
James Bruce Glenn for The Procter & Gamble Company, Estee Lauder Companies Inc, Estee
Lauder International Inc, Shulton Inc, Estee Lauder Inc, Coty Inc, Bristol Myers Squibb
Company, Calvin Klein Inc, Idelle Labs Ltd
Jamie Rae Rutkoski for Michael L Perry et al

RoA_00613

James H. Burns for Barretts Minerals Inc, Specialty Minerals Inc, Pfizer Inc, Minerals Technologies Inc, Honeywell International Inc
 G. Mark Phillips for Barretts Minerals Inc, Specialty Minerals Inc, Pfizer Inc, Minerals Technologies Inc, Honeywell International Inc
 Deirdre Shelton McCool for Barretts Minerals Inc, Specialty Minerals Inc, Colgate Palmolive Company, Pfizer Inc, Minerals Technologies Inc, Honeywell International Inc
 Matthew Douglas Patterson for Barretts Minerals Inc, Specialty Minerals Inc, Pfizer Inc, Minerals Technologies Inc, Honeywell International Inc
 Michael Paul Stover for Barretts Minerals Inc, Specialty Minerals Inc, Pfizer Inc, Minerals Technologies Inc, Honeywell International Inc
 C. Mitchell Brown for Ltl Management Llc, Kenvue Inc, Johnson & Johnson Holdco Na Inc, Johnson & Johnson, Janssen Pharmaceuticals Inc
 Blake Terence Williams for Ltl Management Llc, Kenvue Inc, Johnson & Johnson Holdco Na Inc, Johnson & Johnson, Janssen Pharmaceuticals Inc
 Yasmeen Ebbini for Ltl Management Llc, Kenvue Inc, Johnson & Johnson Holdco Na Inc, Johnson & Johnson, Janssen Pharmaceuticals Inc
 Andrew Shelby Rogers for Sumitomo Corporation Of Americas, Presperse Corporation
 Jennifer M. Techman for Sumitomo Corporation Of Americas, Presperse Corporation
 Louis P. Herns for Mennen Company, Pti Union Llc
 Amy Harmon Geddes for Hawthorne Pharmacy Inc, Rite Aid Of South Carolina Inc, Edc Drug Stores Inc, Cvs Pharmacy Inc, Cvs Health Corporation, Piggly Wiggly Llc, C&S Wholesale Grocers Llc, Walgreen Co
 Amelia Simonds Waring for Hawthorne Pharmacy Inc, Rite Aid Of South Carolina Inc
 David Christopher Humen for Michael L Perry et al
 William Henry Kleindienst for Ralph Lauren Corporation, Color Techniques Inc, Charles B Chrystal Company Inc, L Oreal Usa Products Inc, L Oreal Usa Inc
 A. Victor Rawl, Jr. for Color Techniques Inc, Charles B Chrystal Company Inc
 Mary Elizabeth O'Neill for Imi Fabi Llc, Imi Fabi Usa Inc, Imi Fabi Diana Llc
 Randi Lynn Roberts for Walmart Inc
 John D. Kassel for Michael L Perry et al
 James H. Elliott, Jr. for Avon Products Inc
 Cameron D Berthelsen for Avon Products Inc
 James D. Gandy, III for Block Drug Company Inc
 Robert Wilder Harte for Chattem Inc
 Steven James Pugh for Chattem Inc
 Theile Branham McVey for Michael L Perry et al

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Pharma Tech Industries
 Pharma Tech Industries Inc
 Black Creek Corporation
 Direct Pharmaceutical Corporation
 Kerr Drug Stores Inc
 Clubman
 Nestle-Le Mur Company
 Ed Pinaud
 Ed Pinaud Inc
 Barbara Alice Inc
 Pinaud Inc
 Atlas Asbestos Company Ltd
 National Automotive Parts Association
 Clubman
 Nestle-Le Mur Company
 Ed Pinaud
 Ed Pinaud Inc
 Barbara Alice Inc

RoA_00614

Pinaud Inc
American International Industries
Vi-Jon Inc
Cumberland Swan
Gold Bond Sterilizing Powder Co
Gold Bond Co
Whittaker Clark & Daniels Inc
Mineral And Pigment Solutions Inc
The Gold Bond Co
Himmel Group
Martin Himmel Inc
Block Drug Company Inc
The Gold Bond Sterilizing Powder Co
Brenntag Specialties Inc
Mineral And Pigment Solutions Inc
Whittaker Clark & Daniels Inc
Block Drug Company Inc
The Gold Bond Sterilizing Powder Co
The Gold Bond Co
Nestle-Le Mur Company
Clubman
Pinaud Inc
Barbara Alice Inc
Ed Pinaud Inc
Ed Pinaud
Robert O. Meriwether for The Procter & Gamble Company, Shulton Inc
James Bruce Glenn for The Procter & Gamble Company, Shulton Inc
Peter George Siachos for L Oreal Usa Inc
Neslemur Company
Procter & Gamble Company
Allied Signal Inc
Bendix Corporation
Johnson & Johnson Consumer Inc
Johnson & Johnson Consumer Inc
Johnson & Johnson Consumer Inc
American International Industries Inc
Atlas Turner Inc
Himmel Management Co Llc
C&S Wholesale Grocers Inc
Fleming Companies Inc
Himmel Media Llc
Piggly Wiggly Company
Nestle Le Mur Company
C&S Wholesale Grocers Inc
Fleming Companies Inc
Piggly Wiggly Company
Gold Bond Pharmaceutical Corporation
Martin Himmel Inc
Block Drug Company Inc
Food Lion Llc
True Pharmacy
The Gold Bond Sterilizing Powder Company
The Gold Bond Company
Shulton Inc
Pharma Tech Industries

Pharma Tech Industries Inc
Black Creek Corporation
Envi Diversified Inc
Pharma-Tech Industries Inc

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and	)	
LONNIE L. LONG,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 2023-CP-40-04072
v.	)	
	)	
AMERICAN INTERNATIONAL	)	
INDUSTRIES; et al.,	)	
	)	
Defendants.	)	
	)	

DEFENDANT JOHNSON & JOHNSON'S
ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

The Defendant, Johnson & Johnson (hereinafter "Johnson & Johnson" or "Defendant"), responds to Plaintiffs' First Amended Complaint ("Complaint") as follows by denying each and every allegation not specifically admitted herein and by further responding as follows:

GENERAL ALLEGATIONS

1. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

2. The allegations of Paragraph 2 of the Complaint, including its subparts (a) through (f), set forth legal conclusions concerning jurisdiction and other matters which Johnson & Johnson is required to neither admit nor deny. To the extent a response is deemed to be required, Johnson & Johnson denies the allegations of this Paragraph.

3. Paragraph 3 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.

4. Paragraph 4 is denied.

5. In response to Paragraph 5, Johnson & Johnson admits only that it is a corporation that is incorporated under the laws of a state other than South Carolina. The final sentence of Paragraph 5 states legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations and denies any remaining allegations contained in Paragraph 5.

6. Johnson & Johnson denies the allegations of Paragraphs 6 and 7 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

7. Paragraph 8 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.

8. To the extent the allegations contained in Paragraphs 9, 10, 11, 12, and 13 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in these Paragraphs and therefore those allegations are also denied.

9. Paragraph 14 contains a statement to which no response is required. To the extent a response is deemed necessary and to the extent the allegations are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

10. To the extent the allegations contained in Paragraph 15 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

11. Paragraph 16 contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, Johnson & Johnson denies the allegations of this Paragraph. Johnson & Johnson is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

12. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraphs 17, and, therefore, these allegations are denied.

13. Johnson & Johnson denies the allegations contained in Paragraph 18 to the extent they are directed to Johnson & Johnson. To the extent the allegations of this Paragraph are directed to other Defendants, Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

14. In response to Paragraph 19, Johnson & Johnson admits only that it is a corporation that is incorporated under the laws of a state other than South Carolina. The remaining allegations of this Paragraph, to the extent they pertain to Johnson & Johnson, are denied. To the extent the allegations of this Paragraph are directed to other Defendants, Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

15. Johnson & Johnson admits in part and denies in part the allegations contained in Paragraph 20, as detailed below. Responding to each of the enumerated subparts contained in this Paragraph, Johnson & Johnson further responds that:

- a. The allegations contained in Paragraph 20 sub-paragraph (a), and all sub-parts numbered (i) through (vii) contained thereunder, are quoted passages from a legal filing. Johnson & Johnson craves reference to that document, which speaks for itself, and denies any allegations inconsistent therewith. Johnson & Johnson denies any remaining allegations in Paragraph 20 (a).
- b. Responding to Paragraph 20 (b) Johnson & Johnson admits only that it, and at times its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder.
- c. Johnson & Johnson denies the allegations contained in Paragraph 20 (c).
- d. Johnson & Johnson denies the allegations contained in Paragraph 20 (d).
- e. Paragraph 20 (e) references corporate filings and associated documents which speak for themselves and Johnson & Johnson denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege Johnson & Johnson engaged in any wrongful or illegal act, Johnson & Johnson denies any wrongdoing. Johnson & Johnson denies any remaining allegations in Paragraph 20 (e).
- f. Paragraph 20 (f) contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, Johnson and Johnson denies these allegations. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act, those allegations or implications are denied.
- g. In response to Paragraph 20 (g), Johnson & Johnson admits only LTL filed a petition for Chapter 11 Bankruptcy. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act,

those allegations or implications are denied. Johnson & Johnson denies any remaining allegations in Paragraph 20 (g).

- h. Paragraph 20 (h) references court filings and corporate documents which speak for themselves and Johnson & Johnson denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege Johnson & Johnson engaged in any wrongful or illegal act, Johnson & Johnson denies any wrongdoing. Johnson & Johnson denies any remaining allegations in Paragraph 20 (h).
- i. In response to Paragraph 20 (i) Johnson & Johnson admits only that the Bankruptcy Court enforced the automatic stay provisions set forth in 11 U.S.C.A. § 362 over objections. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Johnson & Johnson denies any remaining allegations in Paragraph 20 (i).
- j. Paragraph 20 (j) references court filings which speak for themselves and Johnson & Johnson denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege Johnson & Johnson engaged in any wrongful or illegal act, Johnson & Johnson denies any wrongdoing. Johnson & Johnson denies any remaining allegations in Paragraph 20 (j).
- k. Paragraph 20 (k) and 20 (l) reference court filings and legal proceedings which speak for themselves and Johnson & Johnson denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege Johnson & Johnson engaged in any wrongful or illegal act, Johnson & Johnson denies any wrongdoing.

Johnson & Johnson denies any remaining allegations in Paragraphs 20 (k) and 20 (l).

- l. Responding to Paragraph 20 (m), Johnson & Johnson is without information or knowledge sufficient to form a belief as to what was known or unknown to the Decedent and denies the allegations of Paragraph 20 (m) on that basis.
- m. Paragraphs 20 (n) and 20 (o) reference a court filing which speaks for itself and Johnson & Johnson denies any allegation inconsistent therewith. To the extent the contents of these Paragraphs allege Johnson & Johnson engaged in any wrongful or illegal act, Johnson & Johnson denies any wrongdoing. Johnson & Johnson denies any remaining allegations in Paragraphs 20 (n) and 20 (o).
- n. Paragraph 20 (p) sets forth legal conclusions to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.
- o. Johnson & Johnson denies the allegations contained in Paragraph 20 (q).
- p. In response to the allegations contained in Paragraphs 20 (r), 20 (s), 20 (t), 20 (u), and 20 (v), Johnson & Johnson would refer to the referenced SEC filing in its entirety, which speaks for itself and Johnson & Johnson denies any allegation inconsistent therewith. Johnson & Johnson denies any remaining allegations in Paragraphs 20 (r), 20 (s), 20 (t), 20 (u), and 20 (v).
- q. Paragraph 20 (w) contains a legal conclusion to which no response is required. To the extent a response is deemed required, and to the extent they are directed to Johnson & Johnson, they are denied.

16. Paragraph 21 contains a statement to which no response is required. To the extent a response is deemed necessary, Johnson & Johnson admits that Plaintiffs have stated that he is not seeking relief from Imerys.

17. In response to Paragraph 22, Johnson & Johnson admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs. Johnson & Johnson denies all remaining allegations contained in this Paragraph.

18. Responding to Paragraph 23, Johnson & Johnson admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Johnson & Johnson denies the remaining allegations contained in this Paragraph.

19. Responding to Paragraph 24, Johnson & Johnson admits, upon information and belief, that the Decedent incurred medical expenses as a result of his illness. Johnson & Johnson denies the remaining allegations contained in this Paragraph.

20. Johnson & Johnson denies the allegations contained in Paragraph 25.

THE PARTIES

21. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

22. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 26 and 27 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

23. Paragraphs 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, and 62 are directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

24. Responding to Paragraph 63 of the Complaint, Johnson & Johnson admits only so much as alleged that it is incorporated under the laws of a state other than South Carolina. Johnson & Johnson denies the remaining allegations of Paragraph 63.

25. Paragraphs 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87 are directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

BACKGROUND FACTS

26. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

27. Paragraph 88 is a statement which requires no response. To the extent a response is deemed necessary, Johnson & Johnson denies the allegations contained in this Paragraph.

28. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 89, 90, 91, and 92, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

29. Johnson & Johnson denies the allegations of Paragraph 93 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

30. Paragraph 94 is a statement which requires no response. To the extent a response is deemed necessary, Johnson & Johnson denies the allegations contained in this Paragraph.

31. Johnson & Johnson denies the allegations of Paragraph 95 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

32. Paragraph 96 contains a legal conclusion to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.

33. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 97 and, therefore, these allegations are denied.

34. Responding to Paragraph 98, Johnson & Johnson admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs.

35. Responding to Paragraph 99, to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

36. Responding to Paragraph 100, Johnson & Johnson admits, upon information and belief, the Decedent incurred medical expenses related to his disease, but specifically denies that it was the cause of any of the injuries or damages claimed by Plaintiffs. To the extent the remaining allegations contained in this Paragraph are directed to Johnson & Johnson they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

37. Responding to Paragraph 101, to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

AS TO THE FIRST CAUSE OF ACTION
(Product Liability: Negligence)

38. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

39. Paragraph 102 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

40. To the extent the allegations contained in Paragraphs 103, 104, 105, 106, 107, and 108 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other defendants and, therefore, those allegations are likewise denied.

41. Responding to Paragraph 109, Johnson & Johnson admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Johnson & Johnson further admits in

general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

42. Johnson & Johnson denies the allegations of Paragraphs 110, 111, 112, 113, 114, 115, 116, and 117 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SECOND CAUSE OF ACTION
(Product Liability: Strict Liability – S.C. Code Ann. § 15-73-10, et seq.)

43. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

44. Paragraph 118 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

45. Responding to Paragraph 119, Johnson & Johnson admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Johnson & Johnson further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

46. Johnson & Johnson denies the allegations of Paragraphs 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE THIRD CAUSE OF ACTION
(Negligence Per Se)

47. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

48. Paragraph 135 is Plaintiffs' incorporation of their preceding allegations to which no response is required

49. Johnson & Johnson denies the allegations of Paragraphs 136, 137, and 138 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. & 36-2-314)

50. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

51. Paragraph 139 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

52. Johnson & Johnson denies the allegations of Paragraphs 140, 141, and 142 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

53. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

54. Paragraph 143 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

55. Johnson & Johnson denies the allegations of Paragraphs 144, 145, and 146 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

56. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

57. Paragraph 147 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

58. Responding to Paragraph 148 Johnson & Johnson admits only that it produced and marketed talc containing products for consumer use. To the extent the remaining allegations contained in this paragraph are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

59. Johnson & Johnson denies the allegations contained in Paragraph 149 to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

60. The allegations contained in Paragraphs 150 reference “medical and scientific data” which speaks for itself. Johnson & Johnson denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

61. Paragraph 151 contains a purported statement of fact to which no response is necessary.

62. The allegations contained in Paragraphs 152 reference scientific data, reports, and documents which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

63. To the extent the allegations contained in Paragraph 153 are directed to Johnson & Johnson, Johnson & Johnson admits only that it has employed or consulted with various individuals regarding the safety of its products throughout its existence. The remaining allegations of this Paragraph, to the extent they are directed to Johnson & Johnson, are denied. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

64. Paragraphs 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, and 167 reference various testing results, reports and publications, documents, communications, and

alleged statements. Johnson & Johnson would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

65. Johnson & Johnson denies the allegations contained in Paragraph 168 to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

66. Paragraphs 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, and 184 reference various testing results, reports and publications, documents, communications, and alleged statements. Johnson & Johnson would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

67. Johnson & Johnson denies the allegations contained in Paragraphs 185 and 186 to the extent the allegations contained in these Paragraphs are directed to Johnson & Johnson.

Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

68. Paragraphs 187, 188, 189, 190, and 191 reference various testing results, reports and publications, documents, communications, and alleged statements. Johnson & Johnson would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

69. Johnson & Johnson denies the allegations contained in Paragraphs 192, 193, 194, 195, and 196 (including its subparagraphs (a) through (d)) to the extent the allegations contained in these Paragraphs are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

70. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 197 as to what the Decedent relied on and, therefore, these allegations are denied. Johnson & Johnson denies any remaining allegations in Paragraph 197.

71. Paragraphs 198 and 199 reference various testing results, reports, documents, communications, and alleged statements. Johnson & Johnson would refer to those test results, reports, documents, communications, and statements in their entirety, all of which speak for

themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

72. To the extent the allegations contained in Paragraphs 200, 201, 202, 203, and 204 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

73. Paragraph 205 references a written publication which speaks for itself. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegation in Paragraph 205.

74. To the extent the allegations contained in Paragraphs 206, 207 (including its subparts (i) through (iii)), 208, and 209 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE SEVENTH CAUSE OF ACTION

(Fraud as to Johnson & Johnsons Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and LTL Management LLC)

75. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

76. The allegations contained in Paragraph 210 are denied to the extent they are directed to Johnson & Johnson. As to the remaining allegations, Johnson & Johnson is without

sufficient knowledge for form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, denies the same.

77. Paragraphs 211, 212, 213, 214, and 215 reference documents attached as Exhibits to Plaintiffs' Complaint as well as various testing results, reports, documents, advertisements, and alleged statements, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson.

78. The allegations contained in Paragraph 216 references statements purportedly made by Johnson & Johnson in previous litigation. Johnson & Johnson refers to those purported statements in their entirety, which speak for themselves, and denies any allegations inconsistent therewith. The remaining allegations contained in this Paragraph are denied.

79. Johnson & Johnson denies the allegations contained in Paragraph 217.

80. The allegations contained in Paragraphs 218, 219, 220, 221, 222, and 223 refer to various test results, reports, documents, and alleged statements which all speak for themselves. Johnson & Johnson refers to each of these test results, reports, documents, or alleged statements in their entirety and denies any and all allegations inconsistent therewith. Johnson & Johnson denies all remaining allegations contained in these Paragraphs.

81. Johnson & Johnson denies the allegations contained in Paragraphs 224 and 225.

82. The allegations contained in Paragraphs 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, and 246 reference test results, reports, documents, advertisements, and alleged statements which all speak for themselves. Johnson & Johnson refers to these results, reports, documents, advertisements, and alleged statements in their

entirety and denies any and all allegations inconsistent therewith. Johnson & Johnson denies all remaining allegations contained in these Paragraphs.

83. The allegations contained in Paragraphs 247, 248, 249, 250, 251, 252, and 253 reference litigation documents, filings, discovery materials, and purported statements, all of which speak for themselves. Johnson & Johnson refers to those litigation documents, filings, discovery materials, and statements in their entirety and denies any and all allegations inconsistent therewith. All remaining allegations contained in these Paragraphs are denied.

84. Johnson & Johnson denies the allegations contained in Paragraphs 254 and 255.

85. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 256 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent a response is required, Johnson & Johnson denied the allegations of Paragraph 256.

As to the Paragraphs beneath the title “Fraudulent Misrepresentation”

86. Johnson & Johnson denies the allegations contained in Paragraph 257 including subparts (a) through (f).

As to the Paragraphs beneath the title “Silent Fraud (a/k/a Fraudulent Concealment)”

87. Johnson & Johnson denies the allegations contained in Paragraph 258, including subparts (a) through (c) thereof.

88. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 259 and, therefore, these allegations are denied.

89. Responding to Paragraph 260, Johnson & Johnson admits, upon information and belief, the Decedent was diagnosed with mesothelioma. Johnson & Johnson denies the remaining allegations of this paragraph.

90. Johnson & Johnson denies the allegations contained in the unnumbered Paragraph set forth below Paragraph 260 of Plaintiffs' Complaint beginning with "WHEREFORE."

AS TO THE EIGHTH CAUSE OF ACTION
(Loss of Consortium)

91. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

92. Paragraph 261 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

93. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 262 and 263 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

94. To the extent the allegations contained within Paragraph 264 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE PRAYER FOR RELIEF

95. Responding to unnumbered Paragraph beginning with "WHEREFORE" and the enumerated sub-parts numbered 1 through 8, Johnson & Johnson denies that Plaintiffs are entitled to the relief sought, denies it is liable for any and all injuries and damages claimed by Plaintiffs,

and in reply asserts all applicable defenses it is entitled to assert in either law or equity, including but not limited to those set forth below.

FOR A FIRST DEFENSE

The Complaint, and each purported cause of action contained therein, is barred because it is ambiguous and uncertain.

FOR A SECOND DEFENSE

The Complaint and each purported cause of action contained therein should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure because each fails to allege specific facts sufficient to constitute a valid cause of action against Johnson & Johnson. Specifically, Plaintiffs fail to allege facts sufficient to show Johnson & Johnson had any duty to Plaintiffs, that Johnson & Johnson breached any such duty, or that the injuries alleged by Plaintiffs were caused by exposure to any products or materials Johnson & Johnson is liable for.

FOR A THIRD DEFENSE

If Plaintiffs suffered any injuries or damages the proximate cause of such injuries and damages was the negligence, recklessness, willfulness, and wantonness of persons or entities other than Johnson & Johnson, over whom Johnson & Johnson had not control and, therefore, Johnson & Johnson is not liable for any such injuries or damages.

FOR A FOURTH DEFENSE

This Defendant would show that the claims set forth in the Complaint are barred by the applicable South Carolina statute of limitations, statute of repose and laches, as well as in any other states where it may be claimed that the Plaintiffs was exposed to any products allegedly supplied by this Defendant.

FOR A FIFTH DEFENSE

That Plaintiffs were not in privity with this Defendant and Plaintiffs may not rely upon any warranties which may have been implied or imposed by law upon this Defendant; this Defendant affirmatively states that it breached no warranty.

FOR A SIXTH DEFENSE

That if Plaintiff sustained any injuries or illness as set forth in the Complaint, the same were due to his own willful, wanton, reckless, careless and negligent acts and conduct which combined and concurred with any willful, wanton, reckless or negligent acts and conduct on the part of this Defendant (which is specifically denied) to bring about the said illness or injuries, if any, as the proximate cause thereof and without which the same would not have occurred.

FOR A SEVENTH DEFENSE

That Plaintiff had actual knowledge of and voluntarily assumed the risk incident in repeated use and exposure to asbestos or the products and processes involving the use of asbestos or asbestos-related products or materials which were known to him to be dangerous and further voluntarily adopted a dangerous, willful, wanton, reckless, careless, and negligent and hazardous method or manner of performing the task assigned to him when safer methods of performing the tasks assigned were available, and he thereby assumed the risk of injury in so performing his undertaking in such a hazardous and dangerous manner and that he had actual knowledge of the same perils, if any, or the imminence of danger, if any, which were of such a nature that a prudent person would not have incurred the risk and Plaintiff thereby assumed the risk of exposing himself in working in close proximity to asbestos or the products and processes involving asbestos or asbestos-related insulation materials

FOR AN EIGHTH DEFENSE

That Plaintiff failed to properly use the product or products in question and abused the product or products and subjected them to abnormal use at the time or times and places alleged in the Complaint, thereby rendering his conduct or misconduct the sole proximate cause or an intervening or superseding cause of his alleged damages.

FOR A NINTH DEFENSE

That if Plaintiff used the product or products supplied by this Defendant (which is denied) the same was used for a purpose not intended by this Defendant and contrary to any instructions or normal method of using the same in such a way as to constitute his conduct by omission and commission as the sole proximate cause or an intervening or superseding cause of his alleged damages

FOR A TENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff and Plaintiff's employer and that the acts and/or omission of recklessness, negligence, willfulness and wantonness upon the part of Plaintiff and Plaintiff's employer were the sole and proximate cause of Plaintiff's injuries and damages, if any.

FOR AN ELEVENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff's labor union, and that the acts and/or omissions of recklessness, negligence, willfulness and wantonness upon the part of the labor union were the sole and proximate cause of Plaintiff injuries and damages, if any.

FOR A TWELFTH DEFENSE

That if Plaintiff was injured by any products supplied or manufactured by this Defendant, which is denied, Plaintiff discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by South Carolina Code of Laws Section 15-73-20 (1976).

FOR A THIRTEENTH DEFENSE

That if Plaintiff used any product or products supplied by or manufactured by this Defendant, it was while employed by Defendant or a predecessor company. Therefore, Plaintiff cannot maintain this tort action against this Defendant for the reason that the South Carolina Workmen's Compensation Act provides that it is the sole and exclusive remedy for injuries or death sustained by an employee when the employer and employee are governed under the terms of that Act, South Carolina Code Section 42-1-540. This Defendant also raises the same defense, workmen's compensation, if applicable, under the laws of any other state which may apply or the Longshoremen and Harbor Worker's Compensation Act.

FOR A FOURTEENTH DEFENSE

That the alleged injuries to Plaintiff occurred or were allegedly sustained prior to the enactment of Section 15-73-10 of the South Carolina Code of Laws (1976), and Plaintiff therefore is prohibited by law from asserting a cause of action based on strict liability for either actual or punitive damages.

FOR A FIFTEENTH DEFENSE

That Plaintiff did not notify the Defendant within a reasonable period of time after he discovered or should have discovered the alleged defect in the products, and therefore is barred from recovery.

FOR A SIXTEENTH DEFENSE

If Plaintiff sustained injuries as a result of exposure to asbestos or asbestos-containing products, which is denied, then such injuries were or may have been due to exposure to products of manufacturers not named as defendants in this action, including but not limited to Johns-Manville, Unarco, Amatex, The Celotex Corporation, Carey Canada, Inc. and Eagle-Picher Industries, Inc.

FOR A SEVENTEENTH DEFENSE

This Defendant alleges that by virtue of the doctrine of judicial estoppel Plaintiff is precluded from taking a position inconsistent with one taken with respect to the same facts in earlier litigation and is, therefore, precluded from alleging the material facts necessary to state a cause of action against this Defendant.

FOR AN EIGHTEENTH DEFENSE

In the event it is determined that any product manufactured or sold by this Defendant was dangerous, which danger is specifically denied, this Defendant was unaware of such danger as it would apply to any conceivable use of the products by Plaintiff. In addition, the discovery of such danger was beyond the state of the art at the time such product or products were manufactured, distributed, sold, or installed. Further, such products were manufactured, distributed, sold, and installed in conformity with the state of the art and/or prevailing industry standards at the time.

FOR A NINETEENTH DEFENSE

This Defendant states that if Plaintiff was exposed to any asbestos-containing products, said products at the time were manufactured in conformity with federal and state regulations, standards, specifications and laws. Consequently, recovery by Plaintiff herein is barred.

FOR A TWENTIETH DEFENSE

Plaintiff's employer was and is a sophisticated user and knew independently, or should have known, of any danger or hazard associated with the use of a product containing asbestos and of exposure to asbestos dust or fibers. Furthermore, Plaintiff and/or Plaintiff's employer was warned of the danger or hazard associated with the use of asbestos-containing products, and Plaintiff and/or Plaintiff's employer failed to rely upon such warning, resulting in alleged damages to Plaintiff due to Plaintiff and/or Plaintiff's employer's acts and omissions and failure to act as a sophisticated user.

FOR A TWENTY-FIRST DEFENSE

Plaintiff's Complaint should be dismissed for its failure to comply with the requirements of Section 44-135-10 et seq., of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006", as Plaintiffs have failed to make the prima facie showing required by the Act.

FOR A TWENTY-SECOND DEFENSE

Plaintiffs may not have standing to bring this claim pursuant to Section 15-5-150 of the South Carolina Code, also referred to as South Carolina's Door Closing Statute.

FOR A TWENTY-THIRD DEFENSE

There are no allegations against this Defendant stated with sufficient particularity to constitute a cause of action for fraud, fraudulent concealment, concert of action, conspiracy or the like which would meet the requirement of Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-FOURTH DEFENSE

This Defendant is entitled to a set-off from any and all sums recovered by or on behalf of Plaintiffs by way of any settlement, judgment, claim, or otherwise which were or are entered into or received by Plaintiffs from any party or non-party to this action.

FOR A TWENTY-FIFTH DEFENSE

The Defendant asserts and would show that venue is improper with respect to this Defendant.

FOR A TWENTY-SIXTH DEFENSE

Defendant asserts and would show that this Court lacks personal jurisdiction over the person of this Defendant and Plaintiff's claims should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-SEVENTH DEFENSE

Defendant asserts there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

FOR A TWENTY-EIGHTH DEFENSE

That the Plaintiff failed to exercise ordinary care for his own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

FOR A TWENTY-NINTH DEFENSE

The Defendant shows that it has not engaged in any activity which would entitle the plaintiff to punitive or exemplary damages.

FOR A THIRTIETH DEFENSE

The Defendant shows that Plaintiffs' claims for punitive damages are barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE

The Defendant shows that any exposure of Plaintiff to asbestos-containing products for which this Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

FOR A THIRTY-SECOND DEFENSE

The Defendant shows that it has breached neither express nor implied warranties.

FOR A THIRTY-THIRD DEFENSE

The Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Status of Frauds.

FOR A THIRTY-FOURTH DEFENSE

The Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Defendant.

FOR A THIRTY-FIFTH DEFENSE

The Defendant shows that the damages alleged in the Complaint are not recoverable under an express warranty theory.

FOR A THIRTY-SIXTH DEFENSE

The Defendant denies that it gave, made or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

FOR A THIRTY-SEVENTH DEFENSE

The Defendant shows that it has committed no negligence, whether by act of commission, or act of omission.

FOR A THIRTY-EIGHTH DEFENSE

The Defendant denies any and all liability to the extent that Plaintiffs asserts this Defendant's alleged liability as a successor, successor in business, successor in product line, assignee, predecessor, predecessor in business, predecessor in product line, parent, alter ego, subsidiary, or other derivative status as a theory of liability.

FOR A THIRTY-NINTH DEFENSE

The Defendant shows that there was no concert of action between this Defendant and any other Defendants herein, therefore, the Defendants are not joint tort-feasors and this Defendant may not be held jointly and severally liable with other the Defendants.

FOR A FORTIETH DEFENSE

The Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various other parties and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

FOR A FORTY-FIRST DEFENSE

The Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause, or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

FOR A FORTY-SECOND DEFENSE

To the extent Plaintiffs' Complaint asserts a demand for punitive damages, this Defendant specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1966); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A FORTY-THIRD DEFENSE

To the extent the Court submits the question of punitive damages to the jury, any award of punitive damages is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Defendant pleads and incorporates all defenses, limitations on damages, and other privileges set forth in S.C. Code Ann. § 15-32-530 as if fully stated verbatim herein.

FOR A FORTY-FOURTH DEFENSE

Plaintiffs' claim is reduced or eliminated by the "Limitation of Cumulative Successor Asbestos-Related Liabilities of Corporation" appearing at South Carolina Code Section 15-81-140 et seq. and similar or related provisions of the common law, statutes and regulations of South Carolina law or the law of any other state that may be applicable.

FOR A FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred or reduced by the doctrines of res judicata, waiver, release, laches, and/or conditions precedent or subsequent.

FOR A FORTY-SIXTH DEFENSE

Upon information and belief, the injuries and damages alleged by Plaintiff were proximately caused by the intervening and superseding negligence, recklessness, willfulness,

wantonness, and fault of parties or entities other than this Defendant. Such intervening and superseding negligence, recklessness, willfulness, wantonness, and fault are the sole cause of the injuries and damages for which Plaintiff seeks recovery. Therefore, this Defendant is not liable.

FOR A FORTY-SEVENTH DEFENSE

Any claim by Plaintiffs for punitive damages under strict liability or breach of warranty causes of actions are precluded by South Carolina law.

FOR A FORTY-EIGHTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on a theory of strict liability, this Defendant avers all defenses that are, or may become available to it under Restatement (Second) of Torts, §402A and the comments thereto, as codified by S. C. Code Ann. § 15-73-30.

FOR A FORTY-NINTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on any theory, this Defendant avers that any such products or materials, and any conduct of this Defendant were in conformity with the state of the art in science, medicine, technology, and prevailing regulations, industry standards, customs, and practices at all times material to Plaintiffs' claims. This Defendant further avers that the state of medical, scientific, and technological knowledge at all times material to Plaintiffs' claims was such that this Defendant

neither knew, nor could reasonably have known of the risks alleged in the Complaint, which are denied. Therefore, this Defendant is not liable to Plaintiffs.

FOR A FIFTIETH DEFENSE

Under the South Carolina Contribution Among Tortfeasors Act, S.C. Code Ann. §15-38-15 (2005), the damages for which Plaintiffs seek recovery against this Defendant are limited to the percentage of fault, if any, attributable to the conduct of this Defendant.

FOR A FIFTY-FIRST DEFENSE

Defendant would show that Plaintiffs' claims for punitive damages is barred, reduced, bifurcated, capped, or otherwise impacted by the South Carolina Fairness in Civil Justice Act of 2011 and/or similar and/or related statutes and limitations.

FOR A FIFTY-SECOND DEFENSE

Plaintiff was employed by a knowledgeable and sophisticated user/employer and any duty this Defendant may have had to warn Plaintiff of any potential dangers incident to use of this Defendant's products, which duty is denied, was discharged by the employer's intervening duty to give Plaintiff warning.

FOR A FIFTY-THIRD DEFENSE

Upon information and belief, Plaintiff has failed to mitigate or otherwise act to lessen or reduce the injuries and disabilities alleged in the Complaint.

FOR A FIFTY-FOURTH DEFENSE

This Defendant states that at all times alleged in the Complaint the products alleged to have caused Plaintiff's injuries were manufactured, supplied and/or installed in compliance with reasonably precise government specifications and contracts and conform to those specifications and contracts. Said specification and contract requirements were for a specific intended use by the

United States government and there were not known or perceived dangers in the use of said materials that were not equally known and perceived by the United States government.

FOR A FIFTY-FIFTH DEFENSE

This Defendant reserves the right to assert all other defenses available to it under law at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIFTY-SIXTH DEFENSE

This Defendant incorporates by reference any and all affirmative defenses not adverse to this Defendant asserted by other Defendants in this action as though the same were set forth fully herein.

WHEREFORE, having fully answered Plaintiffs' Complaint, Johnson & Johnson respectfully prays that the Court:

- A. Dismiss Plaintiffs' claims with prejudice;
- B. Enter judgment in favor of Johnson & Johnson against all Plaintiffs' claims;
- C. Award Johnson & Johnson attorneys' fees and costs incurred in defending the claims set forth in Plaintiffs' Complaint and all previous pleadings; and
- D. Grant such other and further relief as the Court deems just and proper.

THIS DEFENDANT RESPECTFULLY DEMANDS A JURY TRIAL.

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Columbia, South Carolina

December 6, 2023

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and	)	
LONNIE L. LONG,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 2023-CP-40-04072
v.	)	
	)	
AMERICAN INTERNATIONAL	)	
INDUSTRIES; et al.,	)	
	)	
Defendants.	)	
	)	

DEFENDANT LTL MANAGEMENT LLC'S
ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT

The Defendant, LTL Management LLC (hereinafter "LTL" or "Defendant"), responds to Plaintiffs' First Amended Complaint ("Complaint") as follows by denying each and every allegation not specifically admitted herein and by further responding as follows:

GENERAL ALLEGATIONS

1. LTL is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to LTL.

2. The allegations of Paragraph 2 of the Complaint, including its subparts (a) through (f), set forth legal conclusions concerning jurisdiction and other matters which LTL is required to neither admit nor deny. To the extent a response is deemed to be required, LTL denies the allegations of this Paragraph.

3. Paragraph 3 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, LTL denies these allegations.

4. Paragraph 4 is denied.

5. In response to Paragraph 5, LTL admits only that it is a limited liability company that is organized under the laws of a state other than South Carolina. The final sentence of Paragraph 5 states legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, LTL denies these allegations and denies any remaining allegations contained in Paragraph 5.

6. LTL denies the allegations of Paragraphs 6 and 7 of the Complaint insofar as they are directed to LTL. LTL is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

7. Paragraph 8 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, LTL denies these allegations.

8. To the extent the allegations contained in Paragraphs 9, 10, 11, 12, and 13 are directed to LTL, they are denied. LTL is without information or knowledge sufficient to form a belief as to the remaining allegations contained in these Paragraphs and therefore those allegations are also denied.

9. Paragraph 14 contains a statement to which no response is required. To the extent a response is deemed necessary and to the extent the allegations are directed to LTL, they are denied. LTL is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

10. To the extent the allegations contained in Paragraph 15 are directed to LTL, they are denied. LTL is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

11. Paragraph 16 contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, LTL denies the allegations of this Paragraph. LTL is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

12. LTL is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraphs 17, and, therefore, these allegations are denied.

13. LTL denies the allegations contained in Paragraph 18 to the extent they are directed to LTL. To the extent the allegations of this Paragraph are directed to other Defendants, LTL is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

14. In response to Paragraph 19, LTL admits only that it is a limited liability company that is organized under the laws of a state other than South Carolina. The remaining allegations of this Paragraph, to the extent they pertain to LTL, are denied. To the extent the allegations of this Paragraph are directed to other Defendants, LTL is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

15. LTL admits in part and denies in part the allegations contained in Paragraph 20, as detailed below. Responding to each of the enumerated subparts contained in this Paragraph, LTL further responds that:

- a. The allegations contained in Paragraph 20 sub-paragraph (a), and all sub-parts numbered (i) through (vii) contained thereunder, are quoted passages from a legal filing. LTL craves reference to that document, which speaks for itself, and denies any allegations inconsistent therewith. LTL denies any remaining allegations in Paragraph 20 (a).

- b. Responding to Paragraph 20 (b) LTL admits only that Johnson & Johnson, and at times its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder.
- c. LTL denies the allegations contained in Paragraph 20 (c).
- d. LTL denies the allegations contained in Paragraph 20 (d).
- e. Paragraph 20 (e) references corporate filings and associated documents which speak for themselves and LTL denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege LTL engaged in any wrongful or illegal act, LTL denies any wrongdoing. LTL denies any remaining allegations in Paragraph 20 (e).
- f. Paragraph 20 (f) contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, Johnson and Johnson denies these allegations. To the extent the contents of this Paragraph allege or imply LTL engaged in any wrongful conduct or illegal act, those allegations or implications are denied.
- g. In response to Paragraph 20 (g), LTL admits only that it filed a petition for Chapter 11 Bankruptcy. To the extent the contents of this Paragraph allege or imply LTL engaged in any wrongful conduct or illegal act, those allegations or implications are denied. LTL denies any remaining allegations in Paragraph 20 (g).
- h. Paragraph 20 (h) references court filings and corporate documents which speak for themselves and LTL denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege LTL engaged in any wrongful or illegal act, LTL denies any wrongdoing. LTL denies any remaining allegations in Paragraph 20 (h).

- i. In response to Paragraph 20 (i) LTL admits only that the Bankruptcy Court enforced the automatic stay provisions set forth in 11 U.S.C.A. § 362 over objections. To the extent the contents of this Paragraph allege or imply LTL engaged in any wrongful conduct or illegal act, those allegations or implications are denied. LTL denies any remaining allegations in Paragraph 20 (i).
- j. Paragraph 20 (j) references court filings which speak for themselves and LTL denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege LTL engaged in any wrongful or illegal act, LTL denies any wrongdoing. LTL denies any remaining allegations in Paragraph 20 (j).
- k. Paragraph 20 (k) and 20 (l) reference court filings and legal proceedings which speak for themselves and LTL denies any allegation inconsistent therewith. To the extent the contents of this Paragraph allege LTL engaged in any wrongful or illegal act, LTL denies any wrongdoing. LTL denies any remaining allegations in Paragraphs 20 (k) and 20 (l).
- l. Responding to Paragraph 20 (m), LTL is without information or knowledge sufficient to form a belief as to what was known or unknown to the Decedent and denies the allegations of Paragraph 20 (m) on that basis.
- m. Paragraphs 20 (n) and 20 (o) reference a court filing which speaks for itself and LTL denies any allegation inconsistent therewith. To the extent the contents of these Paragraphs allege LTL engaged in any wrongful or illegal act, LTL denies any wrongdoing. LTL denies any remaining allegations in Paragraphs 20 (n) and 20 (o).

- n. Paragraph 20 (p) sets forth legal conclusions to which no response is required. To the extent a response is deemed required, LTL denies these allegations.
- o. LTL denies the allegations contained in Paragraph 20 (q).
- p. In response to the allegations contained in Paragraphs 20 (r), 20 (s), 20 (t), 20 (u), and 20 (v), LTL would refer to the referenced SEC filing in its entirety, which speaks for itself and LTL denies any allegation inconsistent therewith. LTL denies any remaining allegations in Paragraphs 20 (r), 20 (s), 20 (t), 20 (u), and 20 (v).
- q. Paragraph 20 (w) contains a legal conclusion to which no response is required. To the extent a response is deemed required, and to the extent they are directed to LTL, they are denied.

16. Paragraph 21 contains a statement to which no response is required. To the extent a response is deemed necessary, LTL admits that Plaintiffs have stated that they are not seeking relief from Imerys.

17. In response to Paragraph 22, LTL admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LTL denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs. LTL denies all remaining allegations contained in this Paragraph.

18. Responding to Paragraph 23, LTL admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. LTL denies the remaining allegations contained in this Paragraph.

19. Responding to Paragraph 24, LTL admits, upon information and belief, that the Decedent incurred medical expenses as a result of his illness. LTL denies the remaining allegations contained in this Paragraph.

20. LTL denies the allegations contained in Paragraph 25.

THE PARTIES

21. LTL hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

22. LTL is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 26 and 27 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to LTL.

23. Paragraphs 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, and 67 are directed at other Defendants and, therefore, no response is required from LTL. To the extent a response is deemed required, LTL is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

24. Responding to Paragraph 68 of the Complaint, LTL admits only so much as alleged that it is organized under the laws of a state other than South Carolina. LTL denies the remaining allegations of Paragraph 68.

25. Paragraphs 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, and 87 are directed at other Defendants and, therefore, no response is required from LTL. To the extent a response is deemed required, LTL is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

BACKGROUND FACTS

26. LTL hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

27. Paragraph 88 is a statement which requires no response. To the extent a response is deemed necessary, LTL denies the allegations contained in this Paragraph.

28. LTL is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 89, 90, 91, and 92, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to LTL.

29. LTL denies the allegations of Paragraph 93 of the Complaint insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

30. Paragraph 94 is a statement which requires no response. To the extent a response is deemed necessary, LTL denies the allegations contained in this Paragraph.

31. LTL denies the allegations of Paragraph 95 of the Complaint insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

32. Paragraph 96 contains a legal conclusion to which no response is required. To the extent a response is deemed required, LTL denies these allegations.

33. LTL is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 97 and, therefore, these allegations are denied.

34. Responding to Paragraph 98, LTL admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LTL denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs.

35. Responding to Paragraph 99, to the extent the allegations contained in this Paragraph are directed to LTL they are denied. LTL is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

36. Responding to Paragraph 100, LTL admits, upon information and belief, the Decedent incurred medical expenses related to his disease, but specifically denies that it was the cause of any of the injuries or damages claimed by Plaintiffs. To the extent the remaining allegations contained in this Paragraph are directed to LTL they are denied. LTL is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

37. Responding to Paragraph 101, to the extent the allegations contained in this Paragraph are directed to LTL they are denied. LTL is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

AS TO THE FIRST CAUSE OF ACTION
(Product Liability: Negligence)

38. LTL hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

39. Paragraph 102 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

40. To the extent the allegations contained in Paragraphs 103, 104, 105, 106, 107, and 108 are directed to LTL, they are denied. LTL is without knowledge or information sufficient to

form a belief as to the truth of these allegations as they pertain to other defendants and, therefore, those allegations are likewise denied.

41. Responding to Paragraph 109, LTL admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. LTL further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LTL is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

42. LTL denies the allegations of Paragraphs 110, 111, 112, 113, 114, 115, 116, and 117 of the Complaint insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SECOND CAUSE OF ACTION
(Product Liability: Strict Liability – S.C. Code Ann. § 15-73-10, et seq.)

43. LTL hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

44. Paragraph 118 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

45. Responding to Paragraph 119, LTL admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. LTL further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LTL is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

46. LTL denies the allegations of Paragraphs 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, and 134 of the Complaint insofar as they are directed to LTL. LTL

is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE THIRD CAUSE OF ACTION
(Negligence Per Se)

47. LTL hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

48. Paragraph 135 is Plaintiffs' incorporation of their preceding allegations to which no response is required

49. LTL denies the allegations of Paragraphs 136, 137, and 138 of the Complaint insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. & 36-2-314)

50. LTL hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

51. Paragraph 139 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

52. LTL denies the allegations of Paragraphs 140, 141, and 142 of the Complaint insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

53. LTL hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

54. Paragraph 143 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

55. LTL denies the allegations of Paragraphs 144, 145, and 146 of the Complaint insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

56. LTL hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

57. Paragraph 147 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

58. LTL denies the allegations contained in Paragraphs 148 and 149 to the extent the allegations contained in these Paragraphs are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

59. The allegations contained in Paragraphs 150 reference "medical and scientific data" which speaks for itself. LTL denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations

contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

60. Paragraph 151 contains a purported statement of fact to which no response is necessary.

61. The allegations contained in Paragraphs 152 reference scientific data, reports, and documents which speak for themselves. LTL denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

62. The allegations of this Paragraph, to the extent they are directed to LTL, are denied. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

63. Paragraphs 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, and 167 reference various testing results, reports and publications, documents, communications, and alleged statements. LTL would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. LTL denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LTL. LTL is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

64. LTL denies the allegations contained in Paragraph 168 to the extent the allegations contained in this Paragraph are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

65. Paragraphs 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, and 184 reference various testing results, reports and publications, documents, communications, and alleged statements. LTL would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. LTL denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LTL. LTL is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

66. LTL denies the allegations contained in Paragraphs 185 and 186 to the extent the allegations contained in these Paragraphs are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

67. Paragraphs 187, 188, 189, 190, and 191 reference various testing results, reports and publications, documents, communications, and alleged statements. LTL would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. LTL denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LTL. LTL is without knowledge or information sufficient to form a

belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

68. LTL denies the allegations contained in Paragraphs 192, 193, 194, 195, and 196 (including its subparagraphs (a) through (d)) to the extent the allegations contained in these Paragraphs are directed to LTL. LTL is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

69. LTL is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 197 as to what the Decedent relied on and, therefore, these allegations are denied. LTL denies any remaining allegations in Paragraph 197.

70. Paragraphs 198 and 199 reference various testing results, reports, documents, communications, and alleged statements. LTL would refer to those test results, reports, documents, communications, and statements in their entirety, all of which speak for themselves. LTL denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LTL. LTL is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

71. To the extent the allegations contained in Paragraphs 200, 201, 202, 203, and 204 are directed to LTL, they are denied. LTL is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

72. Paragraph 205 references a written publication which speaks for itself. LTL denies any and all allegations inconsistent therewith and denies any remaining allegation in Paragraph 205.

73. To the extent the allegations contained in Paragraphs 206, 207 (including its subparts (i) through (iii)), 208, and 209 are directed to LTL, they are denied. LTL is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE SEVENTH CAUSE OF ACTION

(Fraud as to Johnson & Johnsons Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and LTL Management LLC)

74. LTL hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

75. The allegations contained in Paragraph 210 are denied to the extent they are directed to LTL. As to the remaining allegations, LTL is without sufficient knowledge for form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, denies the same.

76. Paragraphs 211, 212, 213, 214, and 215 reference documents attached as Exhibits to Plaintiffs' Complaint as well as various testing results, reports, documents, advertisements, and alleged statements, all of which speak for themselves. LTL denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LTL.

77. The allegations contained in Paragraph 216 references statements purportedly made in previous litigation. LTL refers to those purported statements in their entirety, which speak for

themselves, and denies any allegations inconsistent therewith. The remaining allegations contained in this Paragraph are denied.

78. LTL denies the allegations contained in Paragraph 217.

79. The allegations contained in Paragraphs 218, 219, 220, 221, 222, and 223 refer to various test results, reports, documents, and alleged statements which all speak for themselves. LTL refers to each of these test results, reports, documents, or alleged statements in their entirety and denies any and all allegations inconsistent therewith. LTL denies all remaining allegations contained in these Paragraphs.

80. LTL denies the allegations contained in Paragraphs 224 and 225.

81. The allegations contained in Paragraphs 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, and 246 reference test results, reports, documents, advertisements, and alleged statements which all speak for themselves. LTL refers to these results, reports, documents, advertisements, and alleged statements in their entirety and denies any and all allegations inconsistent therewith. LTL denies all remaining allegations contained in these Paragraphs.

82. The allegations contained in Paragraphs 247, 248, 249, 250, 251, 252, and 253 reference litigation documents, filings, discovery materials, and purported statements, all of which speak for themselves. LTL refers to those litigation documents, filings, discovery materials, and statements in their entirety and denies any and all allegations inconsistent therewith. All remaining allegations contained in these Paragraphs are denied.

83. LTL denies the allegations contained in Paragraphs 254 and 255.

84. LTL is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 256 of the Complaint and, therefore, can neither admit

nor deny said allegations. To the extent a response is required, LTL denied the allegations of Paragraph 256.

As to the Paragraphs beneath the title “Fraudulent Misrepresentation”

85. LTL denies the allegations contained in Paragraph 257 including subparts (a) through (f).

As to the Paragraphs beneath the title “Silent Fraud (a/k/a Fraudulent Concealment)”

86. LTL denies the allegations contained in Paragraph 258, including subparts (a) through (c) thereof.

87. LTL is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 259 and, therefore, these allegations are denied.

88. Responding to Paragraph 260, LTL admits, upon information and belief, the Decedent was diagnosed with mesothelioma. LTL denies the remaining allegations of this paragraph.

89. LTL denies the allegations contained in the unnumbered Paragraph set forth below Paragraph 260 of Plaintiffs’ Complaint beginning with “WHEREFORE.”

AS TO THE EIGHTH CAUSE OF ACTION
(Loss of Consortium)

90. LTL hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

91. Paragraph 261 is Plaintiffs’ incorporation of their preceding allegations to which no response is required.

92. LTL is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 262 and 263 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to LTL.

93. To the extent the allegations contained within Paragraph 264 are directed to LTL, they are denied. LTL is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE PRAYER FOR RELIEF

94. Responding to unnumbered Paragraph beginning with “WHEREFORE” and the enumerated sub-parts numbered 1 through 8, LTL denies that Plaintiffs are entitled to the relief sought, denies it is liable for any and all injuries and damages claimed by Plaintiffs, and in reply asserts all applicable defenses it is entitled to assert in either law or equity, including but not limited to those set forth below.

FOR A FIRST DEFENSE

The Complaint, and each purported cause of action contained therein, is barred because it is ambiguous and uncertain.

FOR A SECOND DEFENSE

The Complaint and each purported cause of action contained therein should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure because each fails to allege specific facts sufficient to constitute a valid cause of action against LTL. Specifically, Plaintiffs fail to allege facts sufficient to show LTL had any duty to Plaintiffs, that LTL breached any such duty, or that the injuries alleged by Plaintiffs were caused by exposure to any products or materials LTL is liable for.

FOR A THIRD DEFENSE

If Plaintiffs suffered any injuries or damages the proximate cause of such injuries and damages was the negligence, recklessness, willfulness, and wantonness of persons or entities other

than LTL, over whom LTL had not control and, therefore, LTL is not liable for any such injuries or damages.

FOR A FOURTH DEFENSE

This Defendant would show that the claims set forth in the Complaint are barred by the applicable South Carolina statute of limitations, statute of repose and laches, as well as in any other states where it may be claimed that the Plaintiffs was exposed to any products allegedly supplied by this Defendant.

FOR A FIFTH DEFENSE

That Plaintiffs were not in privity with this Defendant and Plaintiffs may not rely upon any warranties which may have been implied or imposed by law upon this Defendant; this Defendant affirmatively states that it breached no warranty.

FOR A SIXTH DEFENSE

That if Plaintiff sustained any injuries or illness as set forth in the Complaint, the same were due to his own willful, wanton, reckless, careless and negligent acts and conduct which combined and concurred with any willful, wanton, reckless or negligent acts and conduct on the part of this Defendant (which is specifically denied) to bring about the said illness or injuries, if any, as the proximate cause thereof and without which the same would not have occurred.

FOR A SEVENTH DEFENSE

That Plaintiff had actual knowledge of and voluntarily assumed the risk incident in repeated use and exposure to asbestos or the products and processes involving the use of asbestos or asbestos-related products or materials which were known to him to be dangerous and further voluntarily adopted a dangerous, willful, wanton, reckless, careless, and negligent and hazardous method or manner of performing the task assigned to him when safer methods of performing the

tasks assigned were available, and he thereby assumed the risk of injury in so performing his undertaking in such a hazardous and dangerous manner and that he had actual knowledge of the same perils, if any, or the imminence of danger, if any, which were of such a nature that a prudent person would not have incurred the risk and Plaintiff thereby assumed the risk of exposing himself in working in close proximity to asbestos or the products and processes involving asbestos or asbestos-related insulation materials

FOR AN EIGHTH DEFENSE

That Plaintiff failed to properly use the product or products in question and abused the product or products and subjected them to abnormal use at the time or times and places alleged in the Complaint, thereby rendering his conduct or misconduct the sole proximate cause or an intervening or superseding cause of his alleged damages.

FOR A NINTH DEFENSE

That if Plaintiff used the product or products supplied by this Defendant (which is denied) the same was used for a purpose not intended by this Defendant and contrary to any instructions or normal method of using the same in such a way as to constitute his conduct by omission and commission as the sole proximate cause or an intervening or superseding cause of his alleged damages

FOR A TENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff and Plaintiff's employer and that the acts and/or omission of recklessness, negligence, willfulness and wantonness upon the part of Plaintiff and Plaintiff's employer were the sole and proximate cause of Plaintiff's injuries and damages, if any.

FOR AN ELEVENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff's labor union, and that the acts and/or omissions of recklessness, negligence, willfulness and wantonness upon the part of the labor union were the sole and proximate cause of Plaintiff injuries and damages, if any.

FOR A TWELFTH DEFENSE

That if Plaintiff was injured by any products supplied or manufactured by this Defendant, which is denied, Plaintiff discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by South Carolina Code of Laws Section 15-73-20 (1976).

FOR A THIRTEENTH DEFENSE

That if Plaintiff used any product or products supplied by or manufactured by this Defendant, it was while employed by Defendant or a predecessor company. Therefore, Plaintiff cannot maintain this tort action against this Defendant for the reason that the South Carolina Workmen's Compensation Act provides that it is the sole and exclusive remedy for injuries or death sustained by an employee when the employer and employee are governed under the terms of that Act, South Carolina Code Section 42-1-540. This Defendant also raises the same defense, workmen's compensation, if applicable, under the laws of any other state which may apply or the Longshoremen and Harbor Worker's Compensation Act.

FOR A FOURTEENTH DEFENSE

That the alleged injuries to Plaintiff occurred or were allegedly sustained prior to the enactment of Section 15-73-10 of the South Carolina Code of Laws (1976), and Plaintiff therefore

is prohibited by law from asserting a cause of action based on strict liability for either actual or punitive damages.

FOR A FIFTEENTH DEFENSE

That Plaintiff did not notify the Defendant within a reasonable period of time after he discovered or should have discovered the alleged defect in the products, and therefore is barred from recovery.

FOR A SIXTEENTH DEFENSE

If Plaintiff sustained injuries as a result of exposure to asbestos or asbestos-containing products, which is denied, then such injuries were or may have been due to exposure to products of manufacturers not named as defendants in this action, including but not limited to Johns-Manville, Unarco, Amatex, The Celotex Corporation, Carey Canada, Inc. and Eagle-Picher Industries, Inc.

FOR A SEVENTEENTH DEFENSE

This Defendant alleges that by virtue of the doctrine of judicial estoppel Plaintiff is precluded from taking a position inconsistent with one taken with respect to the same facts in earlier litigation and is, therefore, precluded from alleging the material facts necessary to state a cause of action against this Defendant.

FOR AN EIGHTEENTH DEFENSE

In the event it is determined that any product manufactured or sold by this Defendant was dangerous, which danger is specifically denied, this Defendant was unaware of such danger as it would apply to any conceivable use of the products by Plaintiff. In addition, the discovery of such danger was beyond the state of the art at the time such product or products were manufactured,

distributed, sold, or installed. Further, such products were manufactured, distributed, sold, and installed in conformity with the state of the art and/or prevailing industry standards at the time.

FOR A NINETEENTH DEFENSE

This Defendant states that if Plaintiff was exposed to any asbestos-containing products, said products at the time were manufactured in conformity with federal and state regulations, standards, specifications and laws. Consequently, recovery by Plaintiff herein is barred.

FOR A TWENTIETH DEFENSE

Plaintiff's employer was and is a sophisticated user and knew independently, or should have known, of any danger or hazard associated with the use of a product containing asbestos and of exposure to asbestos dust or fibers. Furthermore, Plaintiff and/or Plaintiff's employer was warned of the danger or hazard associated with the use of asbestos-containing products, and Plaintiff and/or Plaintiff's employer failed to rely upon such warning, resulting in alleged damages to Plaintiff due to Plaintiff and/or Plaintiff's employer's acts and omissions and failure to act as a sophisticated user.

FOR A TWENTY-FIRST DEFENSE

Plaintiff's Complaint should be dismissed for its failure to comply with the requirements of Section 44-135-10 et seq., of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006", as Plaintiffs have failed to make the prima facie showing required by the Act.

FOR A TWENTY-SECOND DEFENSE

Plaintiffs may not have standing to bring this claim pursuant to Section 15-5-150 of the South Carolina Code, also referred to as South Carolina's Door Closing Statute.

FOR A TWENTY-THIRD DEFENSE

There are no allegations against this Defendant stated with sufficient particularity to constitute a cause of action for fraud, fraudulent concealment, concert of action, conspiracy or the like which would meet the requirement of Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-FOURTH DEFENSE

This Defendant is entitled to a set-off from any and all sums recovered by or on behalf of Plaintiffs by way of any settlement, judgment, claim, or otherwise which were or are entered into or received by Plaintiffs from any party or non-party to this action.

FOR A TWENTY-FIFTH DEFENSE

The Defendant asserts and would show that venue is improper with respect to this Defendant.

FOR A TWENTY-SIXTH DEFENSE

Defendant asserts and would show that this Court lacks personal jurisdiction over the person of this Defendant and Plaintiff's claims should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-SEVENTH DEFENSE

Defendant asserts there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

FOR A TWENTY-EIGHTH DEFENSE

That the Plaintiff failed to exercise ordinary care for his own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

FOR A TWENTY-NINTH DEFENSE

The Defendant shows that it has not engaged in any activity which would entitle the plaintiff to punitive or exemplary damages.

FOR A THIRTIETH DEFENSE

The Defendant shows that Plaintiffs' claims for punitive damages are barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE

The Defendant shows that any exposure of Plaintiff to asbestos-containing products for which this Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

FOR A THIRTY-SECOND DEFENSE

The Defendant shows that it has breached neither express nor implied warranties.

FOR A THIRTY-THIRD DEFENSE

The Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Status of Frauds.

FOR A THIRTY-FOURTH DEFENSE

The Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Defendant.

FOR A THIRTY-FIFTH DEFENSE

The Defendant shows that the damages alleged in the Complaint are not recoverable under an express warranty theory.

FOR A THIRTY-SIXTH DEFENSE

The Defendant denies that it gave, made or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

FOR A THIRTY-SEVENTH DEFENSE

The Defendant shows that it has committed no negligence, whether by act of commission, or act of omission.

FOR A THIRTY-EIGHTH DEFENSE

The Defendant denies any and all liability to the extent that Plaintiffs asserts this Defendant's alleged liability as a successor, successor in business, successor in product line, assignee, predecessor, predecessor in business, predecessor in product line, parent, alter ego, subsidiary, or other derivative status as a theory of liability.

FOR A THIRTY-NINTH DEFENSE

The Defendant shows that there was no concert of action between this Defendant and any other Defendants herein, therefore, the Defendants are not joint tort-feasors and this Defendant may not be held jointly and severally liable with other the Defendants.

FOR A FORTIETH DEFENSE

The Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various other parties and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

FOR A FORTY-FIRST DEFENSE

The Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause, or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

FOR A FORTY-SECOND DEFENSE

To the extent Plaintiffs' Complaint asserts a demand for punitive damages, this Defendant specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1966); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A FORTY-THIRD DEFENSE

To the extent the Court submits the question of punitive damages to the jury, any award of punitive damages is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Defendant pleads and incorporates all defenses, limitations on damages, and other privileges set forth in S.C. Code Ann. § 15-32-530 as if fully stated verbatim herein.

FOR A FORTY-FOURTH DEFENSE

Plaintiffs' claim is reduced or eliminated by the "Limitation of Cumulative Successor Asbestos-Related Liabilities of Corporation" appearing at South Carolina Code Section 15-81-140 et seq. and similar or related provisions of the common law, statutes and regulations of South Carolina law or the law of any other state that may be applicable.

FOR A FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred or reduced by the doctrines of res judicata, waiver, release, laches, and/or conditions precedent or subsequent.

FOR A FORTY-SIXTH DEFENSE

Upon information and belief, the injuries and damages alleged by Plaintiff were proximately caused by the intervening and superseding negligence, recklessness, willfulness, wantonness, and fault of parties or entities other than this Defendant. Such intervening and superseding negligence, recklessness, willfulness, wantonness, and fault are the sole cause of the injuries and damages for which Plaintiff seeks recovery. Therefore, this Defendant is not liable.

FOR A FORTY-SEVENTH DEFENSE

Any claim by Plaintiffs for punitive damages under strict liability or breach of warranty causes of actions are precluded by South Carolina law.

FOR A FORTY-EIGHTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on a theory of strict liability, this Defendant avers all defenses that are, or may become available to it under Restatement (Second) of Torts, §402A and the comments thereto, as codified by S. C. Code Ann. § 15-73-30.

FOR A FORTY-NINTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims

against this Defendant on any theory, this Defendant avers that any such products or materials, and any conduct of this Defendant were in conformity with the state of the art in science, medicine, technology, and prevailing regulations, industry standards, customs, and practices at all times material to Plaintiffs' claims. This Defendant further avers that the state of medical, scientific, and technological knowledge at all times material to Plaintiffs' claims was such that this Defendant neither knew, nor could reasonably have known of the risks alleged in the Complaint, which are denied. Therefore, this Defendant is not liable to Plaintiffs.

FOR A FIFTIETH DEFENSE

Under the South Carolina Contribution Among Tortfeasors Act, S.C. Code Ann. §15-38-15 (2005), the damages for which Plaintiffs seek recovery against this Defendant are limited to the percentage of fault, if any, attributable to the conduct of this Defendant.

FOR A FIFTY-FIRST DEFENSE

Defendant would show that Plaintiffs' claims for punitive damages is barred, reduced, bifurcated, capped, or otherwise impacted by the South Carolina Fairness in Civil Justice Act of 2011 and/or similar and/or related statutes and limitations.

FOR A FIFTY-SECOND DEFENSE

Plaintiff was employed by a knowledgeable and sophisticated user/employer and any duty this Defendant may have had to warn Plaintiff of any potential dangers incident to use of this Defendant's products, which duty is denied, was discharged by the employer's intervening duty to give Plaintiff warning.

FOR A FIFTY-THIRD DEFENSE

Upon information and belief, Plaintiff has failed to mitigate or otherwise act to lessen or reduce the injuries and disabilities alleged in the Complaint.

FOR A FIFTY-FOURTH DEFENSE

This Defendant states that at all times alleged in the Complaint the products alleged to have caused Plaintiff's injuries were manufactured, supplied and/or installed in compliance with reasonably precise government specifications and contracts and conform to those specifications and contracts. Said specification and contract requirements were for a specific intended use by the United States government and there were not known or perceived dangers in the use of said materials that were not equally known and perceived by the United States government.

FOR A FIFTY-FIFTH DEFENSE

This Defendant reserves the right to assert all other defenses available to it under law at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIFTY-SIXTH DEFENSE

This Defendant incorporates by reference any and all affirmative defenses not adverse to this Defendant asserted by other Defendants in this action as though the same were set forth fully herein.

WHEREFORE, having fully answered Plaintiffs' Complaint, LTL respectfully prays that the Court:

- A. Dismiss Plaintiffs' claims with prejudice;
- B. Enter judgment in favor of LTL against all Plaintiffs' claims;
- C. Award LTL attorneys' fees and costs incurred in defending the claims set forth in Plaintiffs' Complaint and all previous pleadings; and
- D. Grant such other and further relief as the Court deems just and proper.

THIS DEFENDANT RESPECTFULLY DEMANDS A JURY TRIAL.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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December 6, 2023

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

MICHAEL L. PERRY and
LONNIE L. LONG,

Plaintiffs,

v.

AMERICAN INTERNATIONAL
INDUSTRIES

ATLAS TURNER INC.

AVON PRODUCTS, INC.

BARRETTS MINERALS INC.

BLOCK DRUG COMPANY, INC.

BRENNTAG NORTH AMERICA, INC.

BRENNTAG SPECIALTIES, LLC

BRISTOL-MYERS SQUIBB COMPANY

BUY-LOW GENERAL MERCHANDISE INC.

C&S WHOLESALE GROCERS, LLC

CALVIN KLEIN INC.

CHANEL INC.

CHARLES B. CHRYSTAL COMPANY, INC.

CHATTEM, INC.

COLGATE-PALMOLIVE COMPANY

COLOR TECHNIQUES, INC.

COSMETIC SPECIALTIES, INC.

COTY INC.

C/A NO. 2023-CP-40-04072

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SECOND AMENDED SUMMONS

(Jury Trial Demanded)

CVS HEALTH CORPORATION	)
	)
CVS PHARMACY, INC.	)
	)
EDC DRUG STORES, INC.	)
	)
ESTÉE LAUDER INC.	)
	)
ESTÉE LAUDER INTERNATIONAL, INC.	)
	)
THE ESTÉE LAUDER COMPANIES INC.	)
	)
FOOD LION, LLC	)
	)
GENUINE PARTS COMPANY	)
	)
GLAMOUR INDUSTRIES CO.	)
	)
HIMMEL MANAGEMENT CO. LLC	)
	)
HIMMEL MEDIA LLC	)
	)
HONEYWELL INTERNATIONAL, INC.	)
	)
IDELLE LABS, LTD.	)
	)
IMI FABI (DIANA) LLC	)
	)
IMI FABI (USA) INC.	)
	)
IMI FABI, LLC	)
	)
JANSSEN PHARMACEUTICALS, INC.	)
	)
JOHNSON & JOHNSON	)
	)
JOHNSON & JOHNSON HOLDCO (NA) INC.	)
	)
KENVUE INC.	)
	)
L'ORÉAL USA, INC.	)
	)
L'ORÉAL USA PRODUCTS, INC.	)
	)
LLT MANAGEMENT LLC	)
	)

LONG'S DRUGSTORES OF SOUTH	)
CAROLINA, INC.	)
	)
LTL MANAGEMENT LLC	)
	)
MINERALS TECHNOLOGIES INC.	)
	)
THE NESLEMUR COMPANY	)
	)
PIGGLY WIGGLY, LLC	)
	)
PNEUMO ABEX LLC	)
	)
PRESPERSE CORPORATION	)
	)
THE PROCTER & GAMBLE COMPANY	)
	)
PTI ROYSTON, LLC	)
	)
PTI UNION LLC	)
	)
RALPH LAUREN CORPORATION	)
	)
RITE AID OF SOUTH CAROLINA, INC.	)
	)
SHULTON, INC.	)
	)
SPECIALTY MINERALS INC.	)
	)
SUMITOMO CORPORATION OF	)
AMERICAS	)
	)
UNION CARBIDE CORPORATION	)
	)
VI-JON, LLC	)
	)
WALGREEN CO.	)
	)
WALMART INC.	)
	)
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)

Jamie D. Rutkoski (SC Bar No. 103270)

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ATTORNEYS FOR PLAINTIFFS

February 1, 2024

Columbia, South Carolina

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

MICHAEL L. PERRY and
LONNIE L. LONG

Plaintiffs,

v.

AMERICAN INTERNATIONAL
INDUSTRIES, individually and as successor-
in-interest to PINAUD, INC., BARBARA
ALICE, INC., ED. PINAUD, INC. d/b/a ED.
PINAUD, and NESTLE-LE MUR COMPANY,
all for the CLUBMAN line of products

ATLAS TURNER INC.
f/k/a ATLAS ASBESTOS COMPANY LTD.

AVON PRODUCTS, INC.

BARRETT'S MINERALS INC.

BLOCK DRUG COMPANY, INC.
individually and as successor to THE GOLD
BOND STERILIZING POWDER CO. a/k/a
THE GOLD BOND CO.

BRENNTAG NORTH AMERICA, INC.
individually and as successor-in-interest to
MINERAL AND PIGMENT SOLUTIONS,
INC., as successor-in-interest to WHITTAKER,
CLARK & DANIELS, INC.

BRENNTAG SPECIALTIES, LLC
f/k/a BRENNTAG SPECIALTIES, INC.
f/k/a MINERAL AND PIGMENT
SOLUTIONS, INC., as successor-in-interest to
WHITTAKER, CLARK & DANIELS, INC.

BRISTOL-MYERS SQUIBB COMPANY

BUY-LOW GENERAL MERCHANDISE
INC.

C/A NO. 2023-CP-40-04072

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket
Living Mesothelioma

SECOND AMENDED COMPLAINT

(Jury Trial Demanded)

C&S WHOLESALE GROCERS, LLC)
 f/k/a C&S WHOLESALE GROCERS, INC.)
 individually and as successor-in-interest to)
 FLEMING COMPANIES, INC., successor-in-)
 interest to PIGGLY WIGGLY COMPANY)
)
CALVIN KLEIN INC.)
)
CHANEL INC.)
)
CHARLES B. CHRYSTAL COMPANY,)
INC.)
)
CHATTEM, INC.)
 individually and as successor to MARTIN)
 HIMMEL, INC., successor to BLOCK DRUG)
 COMPANY INC., successor to THE GOLD)
 BOND STERILIZING POWDER COMPANY)
 a/k/a THE GOLD BOND COMPANY,)
 successor to GOLD BOND)
 PHARMACEUTICAL CORPORATION)
)
COLGATE-PALMOLIVE COMPANY)
 individually and as successor-in-interest to)
 THE MENNEN COMPANY)
)
COLOR TECHNIQUES, INC.)
)
COSMETIC SPECIALTIES, INC.)
)
COTY INC.)
)
CVS HEALTH CORPORATION)
)
CVS PHARMACY, INC.)
)
EDC DRUG STORES, INC.)
 f/k/a KERR DRUG STORES, INC.)
)
ESTÉE LAUDER INC.)
)
ESTÉE LAUDER INTERNATIONAL, INC.)
)
THE ESTÉE LAUDER COMPANIES INC.)
)
FOOD LION, LLC)
)

GENUINE PARTS COMPANY)
 d/b/a NATIONAL AUTOMOTIVE PARTS)
 ASSOCIATION (NAPA))
)
GLAMOUR INDUSTRIES CO.)
 individually and as an S-corporation of)
 AMERICAN INTERNATIONAL)
 INDUSTRIES successor-in-interest to PINAUD,)
 INC., BARBARA ALICE, INC., ED. PINAUD,)
 INC. d/b/a ED. PINAUD, and NESTLE-LE)
 MUR COMPANY, all for the CLUBMAN line)
 of products)
)
HIMMEL MANAGEMENT CO. LLC)
 a/k/a HIMMEL GROUP, formerly d/b/a)
 MARTIN HIMMEL INC., individually and as)
 successor to BLOCK DRUG COMPANY INC.,)
 successor to THE GOLD BOND STERILIZING)
 POWDER CO. a/k/a THE GOLD BOND CO.)
)
HIMMEL MEDIA LLC)
 individually and as successor to BLOCK DRUG)
 COMPANY INC., successor to THE GOLD)
 BOND STERILIZING POWDER CO. a/k/a)
 THE GOLD BOND CO.)
)
HONEYWELL INTERNATIONAL, INC.)
 individually and as successor-in-interest to)
 ALLIED SIGNAL, INC., as successor to)
 BENDIX CORPORATION)
)
IDELLE LABS, LTD.)
)
IMI FABI (DIANA) LLC)
)
IMI FABI (USA) INC.)
)
IMI FABI, LLC)
)
JANSSEN PHARMACEUTICALS, INC.)
 individually and as successor-in-interest to)
 Johnson & Johnson subsidiaries named)
 JOHNSON & JOHNSON CONSUMER INC.,)
 both prior to and after its 2021 restructurings)
 and colloquially known as "Old JJCI" and "New)
 JJCI")
)

JOHNSON & JOHNSON)
)
JOHNSON & JOHNSON HOLDCO (NA))
INC., f/k/a JOHNSON & JOHNSON)
CONSUMER INC., individually and as)
successor-in-interest to Johnson & Johnson)
subsidiary “Old JJCI”)
)
KENVUE INC.)
individually and as successor-in-interest to)
JOHNSON & JOHNSON CONSUMER INC.)
)
L’ORÉAL USA, INC.)
)
L’ORÉAL USA PRODUCTS, INC.)
)
LLT MANAGEMENT LLC)
f/k/a LTL MANAGEMENT LLC)
)
LONG’S DRUGSTORES OF SOUTH)
CAROLINA, INC.)
)
LTL MANAGEMENT LLC)
)
MINERALS TECHNOLOGIES INC.)
)
THE NESLEMUR COMPANY)
f/k/a THE NESTLE-LEMUR COMPANY)
)
PIGGLY WIGGLY, LLC)
a subsidiary of C&S WHOLESALE GROCERS,)
INC. sued individually and as successor-in-)
interest to FLEMING COMPANIES, INC.,)
successor-in-interest to PIGGLY WIGGLY)
COMPANY)
)
PNEUMO ABEX LLC)
individually and as successor-in-interest to)
ABEX CORPORATION)
)
PRESPERSE CORPORATION)
)
THE PROCTER & GAMBLE COMPANY)
individually and as successor-in-interest to)
SHULTON, INC.)
)
PTI ROYSTON, LLC)

d/b/a PHARMA TECH INDUSTRIES	)
f/k/a PHARMA TECH INDUSTRIES, INC.	)
f/k/a BLACK CREEK CORPORATION	)
	)
PTI UNION LLC	)
d/b/a PHARMA TECH INDUSTRIES	)
individually and as successor-in-interest to	)
PHARMA TECH INDUSTRIES, INC. f/k/a	)
BLACK CREEK CORPORATION, as	)
successor-in-interest to DIRECT	)
PHARMACEUTICAL CORPORATION and as	)
successor-in interest to ENVI DIVERSIFIED,	)
INC. f/k/a PHARMA-TECH INDUSTRIES,	)
INC.	)
	)
RALPH LAUREN CORPORATION	)
	)
RITE AID OF SOUTH CAROLINA, INC.	)
	)
SHULTON, INC.	)
a subsidiary of THE PROCTER & GAMBLE	)
COMPANY	)
	)
SPECIALTY MINERALS INC.	)
	)
SUMITOMO CORPORATION OF	)
AMERICAS	)
	)
UNION CARBIDE CORPORATION	)
	)
VI-JON, LLC	)
f/k/a VI-JON, INC. f/k/a CUMBERLAND	)
SWAN	)
	)
WALGREEN CO.	)
	)
WALMART INC.	)
	)
Defendants.	)
	)

PLAINTIFFS' SECOND AMENDED COMPLAINT

Plaintiffs, MICHAEL L. PERRY and LONNIE L. LONG (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 Michael L. Perry has been diagnosed with mesothelioma caused by exposure to asbestos dust and fibers.

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;
- (e) Entering into a contract to be performed in whole or in part by either party in this State; and/or
- (f) Exposing Plaintiff to asbestos dust, fibers and/or particles generated from the ordinary and foreseeable use of the asbestos-containing products it sold, supplied, distributed, incorporated, and/or otherwise placed in the stream of commerce in the State of South Carolina and/or other states at times relevant to this action.

3. Every Defendant that has obtained a certificate of authority to transact business in South Carolina has thereby agreed that it is amenable to suit in this State. This Court may exercise general jurisdiction over such foreign corporations consistent with due process.

4. At all times material hereto, Defendants acted through their agents, servants or employees who were acting within the scope of their employment on the business of the Defendants.

5. The Defendants are corporations, companies or other business entities which, during all times material hereto, and for a long time prior thereto have been, and/or are now engaged, directly or indirectly, in the manufacturing, producing, selling, merchandising, supplying, distributing, installing, removing, and/or otherwise placing in the stream of commerce, asbestos-containing products. Courts of the State of South Carolina have personal jurisdiction over all Defendants.

6. Each Defendant, or its predecessors in interest, that manufactured, sold, and/or distributed asbestos-containing products, raw asbestos materials, raw asbestos talc, and/or asbestos-containing talc products 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, raw asbestos, raw asbestos talc, and/or asbestos-containing talc materials.

7. 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 and/or other states at times relevant to this action.

8. 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 Michael L. Perry 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.

9. Plaintiff Michael L. Perry was exposed to asbestos and/or asbestos-containing body talc products from his birth until approximately 2018 through his personal use, and his family's use, of asbestos-containing body talc products throughout his life, his use and his family's use of asbestos-containing body talc products. These asbestos-containing talcum products were designed, advertised, marketed, and sold as being appropriate for use in the ordinary course by Defendants identified above. It was foreseeable Defendants' asbestos-containing talcum products would be sold for personal use by individuals like Plaintiff Michael L. Perry on himself. Plaintiff Michael L. Perry was thereby exposed to defendants' asbestos-containing talcum products in the State of South Carolina and/or other states at times relevant to this action.

10. Plaintiff was further exposed to asbestos through his employment at various hotel locations where asbestos and asbestos-containing products were removed, replaced, and present in certain facilities.

11. Plaintiff was also exposed to asbestos-containing products at various times throughout his life from his non-occupation work maintaining his vehicles working with asbestos-containing friction products.

12. Plaintiff Michael L. Perry has suffered personal injuries as a proximate result of his regular and prolonged use of, inhalation, ingestion, absorption, and exposure to a variety of asbestos-containing products¹ where asbestos-containing talc was a constituent ingredient.

¹ As used throughout this complaint, the term "asbestos" shall be interpreted in the broadest sense and included, without limitation, non-regulated and non-commercial forms of asbestos (including non-fibrous asbestos), cleavage fragments, and transition/transitional fibers, without limitation as to fiber size, dimension, or ratio.

13. Plaintiff, Michael L. Perry, was exposed to asbestos through his personal daily use, and his family's use, of a variety of talc-based body products including, but not limited to, Ammens body powders, Avon body powders, Calvin Klein talc powder, Cashmere Bouquet talc powders, Chanel talc products, Clubman talc products, Coty talc products, Drakkar Noir talc powder, Estee Lauder talc products, Gold Bond body powders, Johnson and Johnson Baby Powder, Shower to Shower body powder, Mennen talc products, Old Spice talc products, Pinaud talc products, Polo talc powder, Stetson talc products, Walgreens body powders, Walmart body powders, and White Linen talcum powder, ("Talc Powder Products") throughout his life. These products were manufactured, marketed, sold and/or distributed by Defendants.

14. Plaintiff also claims exposure from the Defendant talc suppliers, mines, mills, and labs named in his complaint that provided asbestos-containing talc as a constituent ingredient to the Powder Products he used.

15. Each use of the Powder Products was an intended and foreseeable use of the products based on the advertising, marketing and labeling of the products.

16. Plaintiff Michael L. Perry'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's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

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

18. 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
AMERICAN INTERNATIONAL INDUSTRIES	PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC., ED. PINAUD, NESTLE-LE MUR COMPANY, and CLUBMAN
ATLAS TURNER INC.	ATLAS ASBESTOS COMPANY LTD.
BLOCK DRUG COMPANY, INC.	THE GOLD BOND STERILIZING POWDER CO. and THE GOLD BOND CO.
BRENNTAG NORTH AMERICA, INC.	MINERAL AND PIGMENT SOLUTIONS, INC. and WHITTAKER, CLARK & DANIELS, INC.
BRENNTAG SPECIALTIES, LLC	BRENNTAG SPECIALTIES, INC., MINERAL AND PIGMENT SOLUTIONS, INC. and WHITTAKER, CLARK & DANIELS, INC
C&S WHOLESALE GROCERS, LLC	C&S WHOLESALE GROCERS, INC., FLEMING COMPANIES, INC. and PIGGLY WIGGLY COMPANY
CHATTEM, INC.	MARTIN HIMMEL, INC., BLOCK DRUG COMPANY INC., THE GOLD BOND STERILIZING POWDER COMPANY, THE GOLD BOND COMPANY, and GOLD BOND PHARMACEUTICAL CORPORATION
COLGATE-PALMOLIVE COMPANY	THE MENNEN COMPANY

DEFENDANT	ALTERNATE ENTITY
EDC DRUG STORES, INC.	KERR DRUG STORES, INC.
GENUINE PARTS COMPANY	NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA)
GLAMOUR INDUSTRIES CO.	PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC., ED. PINAUD, NESTLE-LEMUR COMPANY, and CLUBMAN
HIMMEL MANAGEMENT CO. LLC	HIMMEL GROUP, MARTIN HIMMEL INC., BLOCK DRUG COMPANY INC., THE GOLD BOND STERILIZING POWDER CO., and THE GOLD BOND CO.
HIMMEL MEDIA LLC	BLOCK DRUG COMPANY INC., THE GOLD BOND STERILIZING POWDER CO., and THE GOLD BOND CO.
HONEYWELL INTERNATIONAL, INC	ALLIED SIGNAL, INC. and BENDIX CORPORATION
JANSSEN PHARMACEUTICALS, INC.	JOHNSON & JOHNSON CONSUMER INC.
JOHNSON & JOHNSON HOLDCO (NA) INC.	JOHNSON & JOHNSON CONSUMER INC.
KENVUE INC.	JOHNSON & JOHNSON CONSUMER INC.
LLT MANAGEMENT LLC	LTL MANAGEMENT LLC and JOHNSON & JOHNSON CONSUMER INC.
LTL MANAGEMENT LLC	JOHNSON & JOHNSON CONSUMER INC.
THE NESLEMUR COMPANY	THE NESTLE-LEMUR COMPANY
PIGGLY WIGGLY, LLC	C&S WHOLESALE GROCERS, INC., FLEMING COMPANIES, INC. and PIGGLY WIGGLY COMPANY

DEFENDANT	ALTERNATE ENTITY
PNEUMO ABEX LLC	ABEX CORPORATION
THE PROCTER & GAMBLE COMPANY	SHULTON, INC.
PTI ROYSTON, LLC	PHARMA TECH INDUSTRIES, PHARMA TECH INDUSTRIES, INC. and BLACK CREEK CORPORATION
PTI UNION LLC	PHARMA TECH INDUSTRIES, PHARMA TECH INDUSTRIES, INC., BLACK CREEK CORPORATION, DIRECT PHARMACEUTICAL CORPORATION, ENVI DIVERSIFIED, INC., and PHARMA-TECH INDUSTRIES, INC.
SHULTON, INC.	THE PROCTER & GAMBLE COMPANY
VI-JON, LLC	VI-JON, INC. and CUMBERLAND SWAN

19. 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.

20. 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.

21. As a direct and proximate result of the conduct as alleged within, Plaintiff Michael L. Perry 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.

22. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Michael L. Perry 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 Michael L. Perry's medical treatment is ascertained.

23. As a further direct and proximate result of the conduct as hereinafter alleged, Plaintiff Michael L. Perry incurred, and will continue to 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.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
BRENNTAG NORTH AMERICA, INC. AND BRENNTAG SPECIALTIES, LLC
(APPLICABLE TO ALL CLAIMS FOR RELIEF)

24. From the 1890s through 2004, Whittaker, Clark & Daniels, Inc. ("WC&D") operated as a supplier of mineral products, with talc as its biggest seller and specialty:

- a. WC&D offered a diverse variety of talc products to, among others, the paint, rubber, pharmaceutical and cosmetic industries.
- b. WC&D sold talc from nearly all domestic and international talc sources, including talc sourced from Italy (Fontane mine), Montana (Treasure and Regal mines), North Carolina, New York, Alabama, Vermont, China, South Korea, China and Australia.

- c. WC&D maintained several branch offices, over a dozen warehouses throughout the United States and sales agents (or representatives) to aid its talc distribution scheme.
- d. WC&D sold talc directly to customers in located in South Carolina.
- e. WC&D was involved in the mining and processing of talc. From about 1947 to 1965, WC&D owned about 40% of the Fine Pigments Corporation involved in the processing of Montana talc. WC&D owned the Southern Talc Company. Beginning in the early 1960s, WC&D owned (all or most of) Pioneer Talc involved in the mining, processing and sale of Texas talc. From about December 1964 to November 1977, WC&D owned 49% of Metropolitan Talc Company (with the other 51% owned by Charles Mathieu, Inc. [“Mathieu”]) that ground/processed all of the talc from the Fontane mine in Val Chisone, Italy sold in the United States. In late 1980, WC&D formed a wholly-owned subsidiary, Clark Minerals, Inc. (“Clark”). WC&D sold the talc processed by Clark in upstate New York. Throughout 1981 to 1994, WC&D ‘s Clark milled and processed talc ore from Montana, North Carolina, Australia, South Korea and China.
- f. WC&D established close business relationships and entered talc distributorship agreements with a network of talc importers, miners and millers. WC&D sold talc from (a) Mathieu, including Italian talc (Fontane mine), Canadian talc (Henderson mine) and Alabama talc, (b) Cyprus Industrial Minerals Company (1979-1982), including Italian talc (Fontane mine), (c) Warner Corporation (f/k/a Hitchcock Corporation), including North Carolina talc, (d) Pfizer, Inc., including California and Montana talc (Treasure and Regal mines), (e) Barretts Minerals, Inc. (along with Specialty Minerals and Minerals Technologies, Inc.), including Montana talc (Treasure and Regal mines), (e) Luzenac beginning in about 1998, including talc from Italy (Fontane mine) and China (Guangxi region) and (f) Color Techniques.

25. Some of the corporate history relevant to Plaintiff’s claims against defendant

Brenntag Specialties, LLC alleged herein is as follows:

- a. In November 1998, Brenntag Inc. acquired WC&D, purchasing all (or nearly all) of its assets. WC&D continued operating the same business. By February 2004, Brenntag, Inc. was its sole owner or stockholder.
- b. Brenntag, Inc. was a vertically integrated corporate entity under its corporate parent, Brenntag Aktiengesellschaft (“Brenntag AG”), which was in turn a part of the Stinnes Group.
- c. Sometime in late 2003 to February 2004, Brenntag Inc. changed its name to Brenntag North America, Inc. Alternatively, Brenntag, Inc. merged into

Brenntag North America, Inc. or Brenntag North America, Inc. operated as the mere continuation of Brenntag Inc. As a non-exclusive example, a February 3, 2004 letter from WC&D's president (Theodore Hubbard) to a talc customer (Chanel) quoted Brenntag, Inc.'s president (Steve Clark) that the "old name" Brenntag, Inc. changed to the "new name" of Brenntag North America, Inc.

- d. In December 2003, both Mineral and Pigment Solutions, Inc. ("MPSI") and Brenntag North America, Inc. incorporated in Delaware. Brenntag North America, Inc. was the sole owner or stockholder of MPSI.
- e. In February 2004, MPSI acquired WC&D, purchasing all (or substantially all) of WC&D's assets. MPSI remained a subsidiary of Brenntag North America, Inc. WC&D immediately ceased its productive business operations. As described further herein, MPSI continued the business operations of WC&D; MPSI became a new hat for WC&D.
- f. The officers and directors of pre-February 2004 WC&D continued in their roles as officers and directors of the post-February 2004 MPSI, including the President (Theodore Hubbard), the Vice President (Thomas Gunstra), multiple other Vice Presidents, including Ray Rogers and Robert Przbylowski, corporate secretaries Edward Boyadjian and Julia Bonechi, lab manager Frank McGonigle and controller Bradley Owens.
- g. The operations of post-February 2004 MPSI were identical (or virtually identical) to the pre-February 2004 WC&D. MPSI continued with the same employees, offices, sales contracts and took ownership of WC&Ds pre-February 2004 real estate lease obligations.
- h. In or around July to August 2007, MPSI changed its name to Brenntag Specialties, Inc. Brenntag Specialties, Inc. remained a subsidiary of Brenntag North America, Inc. As described further herein, Brenntag Specialties, Inc. continued the business operations of WC&D and MPSI.
- i. In or around December 2019 to January 2020, Brenntag Specialties, Inc. changed its name to Brenntag Specialties, LLC. Brenntag Specialties, LLC continued the same business operations of WC&D, MPSI and Brenntag Specialties, Inc.
- j. From February 2004 to April 2023, WC&D engaged in no productive business activity (other than managing the defense and payment of claims of those injured from the former sales of WC&D products, including claims alleging injuries from mesothelioma caused or contributed by exposure to the talc WC&D sold).
- k. On or around April 26, 2023, WC&D filed for Chapter 11 bankruptcy. The Bankruptcy Court implemented a stay of litigation against WC&D shortly

thereafter. The Bankruptcy Court has not issued a stay of such litigation against defendant Brenntag Specialties, LLC.

26. Under South Carolina law and/or New Jersey substantive law, Brenntag Specialties, LLC (“BSL”), including under its former names (collectively, as MPSI, BSI and BSL from 2004 onward, “Defendant MPSI/BSL”), can be held liable as successor-in-interest for harm caused by WC&D’s talc pre-February 2004. Defendant MPSI/BSL was the (a) “mere continuation” of WC&D, (b) result of a “de facto merger” and (c) seller of the same product line(s):

- a. WC&D business operations continued uninterrupted following the February 2004 asset purchase transaction under a new name, as Defendant MPSI/BSL repeatedly acknowledged and admitted. As a non-exclusive example, WC&D’s president (and the soon-to-be MPSI president) Theodore Hubbard stated in a February 3, 2004 letter to a talc customer (quoting Brenntag, Inc.’s president) that (a) the “old name” WC&D will be changed to the “new name” MPSI, (b) the only difference between WC&D and MPSI will be the name and (c) “business will continue as usual with no reduction in jobs, no changes to any headquarter locations, no change in sales personnel or customer service locations. The phone and fax numbers you currently use will continue under the new entities.”
- b. Defendant MPSI/BSL held itself out as a continuation of WC&D and actively encouraged the perception in the eyes of the public.
- c. WC&D and Defendant MPSI/BSL maintained continuity in ownership. Brenntag, Inc. owned WC&D before the February 2004 transaction. Brenntag North America, Inc. owned MPSI after the February 2004 transaction.
- d. Per the same February 3, 2004 letter identified above, Brenntag, Inc. and Brenntag North America, Inc. were the same corporate entity with different names. More broadly, MPSI maintained the same position as WC&D vertically integrated within Brenntag AG’s broader corporate structure.
- e. WC&D and Defendant MPSI/BSL maintained continuity in employees. All (or virtually all) of WC&D employees continued working for Defendant MPSI/BSL after the February 2004 transaction. There was no change in the health insurance or 401(k) accounts of employees.
- f. WC&D and Defendant MPSI/BSL maintained continuity in leadership and management. Key management continuing in the same (or essentially the same) positions at WC&D before the February 2004 transaction and MPSI after the February 2004 transaction include (without limitation) Theodore

Hubbard (president), Robert Przbylowski (vice president), Bradley Owens (treasurer/controller), Thomas Grunstra (VP of marketing), H. Edward Boyadija (secretary) and Frank McGonigle (lab manager/technical services). As of February 12, 2004, the officers of WC&D consisted of Theodore Hubbard, Robert Przbylowski, Thomas Grunstra, Ray Rogers, H. Edward Boyadijan and Julia Bonechi. The same six individuals were also listed as officers of MPSI in February 2005, February 2006 and February 2007. James Doyle and Theodore Hubbard were listed as directors of WC&D as of February 12, 2004. By February 27, 2004, James Doyle and Theodore Hubbard were directors of MPSI.

- g. WC&D and Defendant MPSI/BSL maintained continuity in operating locations. For many years before and after the February 2004 transaction, WC&D and Defendant MPSI/BSL maintained (a) headquarters at 1000 Coolidge Street in South Plainfield, New Jersey and (b) regional offices and/or facilities in Norcross, Georgia, Plainfield, Illinois, Houston, Texas and Laguna Hills, California.
- h. WC&D and Defendant MPSI/BSL maintained continuity in general business purpose. Nothing about the nature of WC&D's business (and what its employees/management did on a day-to-day basis) changed after the February 2004 transaction. Defendant MPSI/BSL maintained business contracts to ensure continuity of business operations. WC&D and Defendant MPSI/BSL maintained the same suppliers (*e.g.*, Luzenac, Minerals Technologies), laboratory, business procedures, sales structures and distribution networks (as reflected/admitted, among other places, in the February 3, 2004 letter identified above).
- i. Defendant MPSI/BSL continued selling and distributing the product lines as WC&D before February 2004 transaction. As non-exclusive examples of talc grades and/or product numbers, Defendant MPSI/BSL continued selling 184 (French talc), 190 (Italian talc), 1745 (Montana talc), IMP 1887L, 2755 (Montana talc), 3465 Supra H and 5215 Olympic H. Defendant MPSI/BSL used the same designations as the pre-2004 WC&D entity and from the same sources as the pre-2004 WC&D entity. Some of these talc grade designations continued to carry the designation "WCD" after the 2004 asset sale, presumably to maintain the marketing/goodwill advantage developed by WC&D.
- j. From late 1998 to February 2004, WC&D letterhead repeatedly and/or consistently featured the name "Brenntag" and/or associated WC&D as "A Brenntag company."
- k. Defendant MPSI/BSL benefitted from the goodwill, recognizability and association with WC&D's business operations. After February 2004, Defendant MPSI/BSL continued distributing material safety data sheets, product data sheets, certificates of analysis, correspondence, brochures,

pamphlets and/or other literature (a) created by WC&D (prior to February 2004), (b) with the WC&D name and/or (c) in the same recognizable format as previously used by WC&D. After February 2004, Defendant MPSI/BSL repeatedly promoted products bearing WC&D names. As a non-exclusive example, a January 2008 Brenntag Specialties, Inc. product data sheet advertised the following talc or mineral products: Whittaker IMP 1887L, Whittaker IMP 1824L, Whittaker IMP 1889L, WCD 1745, Whittaker IMP 1823L, WCD 2755, WCD 2747, WCD 2457, Whittaker IMP 1820L, Whittaker 3328 and WCD 2749.

- l. Defendant MPSI/BSL sold talc directly to customers located in the State of South Carolina.

27. WC&D and Defendant MPSI/BSL (individually and as successor-in-interest to WC&D, as described above) made purposeful efforts to sell talc to large-scale product manufacturers that incorporated such talc into finished products that were marketed and sold nationally, including in the State of South Carolina:

- a. WC&D and Defendant MPSI/BSL promoted themselves (including in nationally-distributed trade publications) as having customer contacts, and the capability to distribute, talc throughout the nation. As a non-exclusive example, distribution agreements between Pfizer and WC&D state that WC&D has the “ability, facilities, personnel and technical qualifications to promote the sale [of Pfizer’s talc] as well as extend credit to its customers and to provide purchasers [of such talc] with satisfactory technical services and product deliveries.”
- b. WC&D and Defendant MPSI/BSL (a) knew the identity, scale and nationwide marketing and distribution scope (that included South Carolina) of the large-scale product manufacturer customers that it sold talc to and (b) intended such large-scale product manufacturers to specify WC&D and Defendant MPSI/BSL’s talc in their products (*i.e.*, WC&D and Defendant MPSI/BSL would become the exclusive supplier of talc for particular finished products or types of finished products sold with such a scale and scope). WC&D and Defendant MPSI/BSL (i) sought and solicited such product manufacturer accounts because of the scale and scope of their marketing and distribution, (ii) promoted particular talc grades that they sold as meeting the performance specifications of finished products (*e.g.*, body powder loose face powder, pressed face powder, blush, eye shadow) sold by such customers, (iii) provided talc samples and/or information to the large-scale product manufacturers to meet their quality control and/or raw material approval processes, (iv) entered supply contracts (*i.e.*, all the talc needed for a particular product or type of product) with such customers and (v) maintained regular correspondence with such large-scale product

manufacturers regarding the packaging, delivery, price and quality (*e.g.*, MSDS, Certificates of Analysis).

- c. WC&D and Defendant MPSI/BSL joined, attended, advertised in and/or participated in (a) nationwide industry organizations (*e.g.*, the CTFA/PCPC), (b) nationally-distributed trade publications (*e.g.*, magazines, newsletters) and (c) trade shows and conferences. WC&D and Defendant MPSI/BSL did so to, among other reasons, remain informed about the nature of the market for talc in the cosmetic and personal care industries, solicit and promote business with such large-scale product manufacturers and contribute to industry efforts to influence federal regulations impacting talc.

28. WC&D and Defendant MPSI/BSL (individually and as successor-in-interest to WC&D, as described above) sold talc that was incorporated in finished products that Plaintiff and/or Plaintiff's family members purchased and used, including in the State of South Carolina:

- a. Throughout at least the 1970s to the 2010s, WC&D and Defendant MPSI/BSL consistently sold substantial quantities of talc to the entities making Cover Girl products (Noxell, Procter & Gamble ["Noxell/P&G"]), including at its manufacturing site in Maryland and to contract manufacturers (*e.g.*, Sterigenics in New Jersey).
- b. Throughout at least the 1970s to 2010s, WC&D and Defendant MPSI/BSL consistently sold substantial quantities of talc to Revlon, including at its manufacturing sites in North Carolina, New Jersey and Arizona.
- c. Throughout the 1970s to 2010s, WC&D and Defendant MPSI/BSL consistently sold substantial quantities of talc to Estee Lauder, Avon and the entities making Maybelline products.

29. WC&D and Defendant MPSI/BSL (a) possessed specific knowledge that the talc it sold (which became incorporated in products Plaintiff used contained asbestos, (b) knew that inhaling such asbestos can cause mesothelioma and (c) failed to warn:

- a. WC&D and Defendant MPSI/BSL always remained at the forefront of talc industry knowledge and always held themselves out as experts on the properties of talc. WC&D promoted itself as "The Talc House."
- b. By 1941, WC&D knew that tremolite occurred as an accessory mineral to, and frequently grew alongside, talc.
- c. By 1957, WC&D knew of the association between talc and asbestos (or that asbestos occurred as an accessory mineral to talc). In its own promotional

bulletin, WC&D (a) referred to one of its talc grades as “halfway between a talc and an asbestos,” (b) recognized that “a mineralogically pure talc is an extreme rarity” and (c) referred to some talc sources as containing tremolite with “fibrous” characteristics.

- d. By 1971, WC&D was aware that asbestos can occur in talc intended to be used in cosmetic products (e.g., body powders, face powders). WC&D attended an August 1971 FDA-sponsored conference on analytical techniques to identify asbestos in talc that discussed the issue.
- e. By 1972-1973, WC&D had repeatedly received information that talc from the Fontane mine in Italy (e.g., Talc 1615), a talc that WC&D sold, contained asbestos. WC&D received test results by its consultant E.S. Laboratories (chrysotile in Talc 1615), its consultant Dr. Lewin (tremolite in Coty Airspun containing WC&D-supplied Talc 1615 tremolite fibers in Talc 1615), its consultant Ernest Fullam (tremolite fibers and chrysotile in Talc 1615) and the CTFA round robin.
- f. By 1972-1973, WC&D received information that talc from the Treasure and Regal mines in Montana contained asbestos. WC&D received test results by its consultant E.S. Laboratories (chrysotile in Talc 1745), its consultant Ernest Fullam (tremolite fibers and chrysotile in Pfizer-sourced Montana talc) and the CTFA round robin.
- g. WC&D distributed raw chrysotile asbestos from Asbestos Corporation Limited from the 1930s through the early- to mid-1970s. As a seller of raw asbestos, WC&D held the obligation of being an expert on asbestos and remaining abreast of the scientific literature on the dangers of asbestos.
- h. WC&D admitted that it became generally aware of asbestos dangers in the late 1960s. WC&D learned that asbestos can cause (a) asbestosis in the late 1960s and (b) mesothelioma by 1971. By 1974, WC&D management received information that relatively short or brief exposures to asbestos can cause mesothelioma.
- i. In 1972, WC&D received an industry news bulletin that inhaling asbestos in talc presents a risk of cancer. In 1973, WC&D attended a meeting discussing Dr. Kleinfeld’s published mortality study showing increased risk of lung cancer and a mesothelioma in upstate New York talc workers.
- j. WC&D failed to test the talc that it sold (a) until August 1971, (b) for the presence of actinolite asbestos or anthophyllite asbestos, (c) with adequate frequency, as reflected in a March 1976 FDA memorandum expressing “great concern” with WC&D’s “limited effort to control the quality of their cosmetic talc” and (d) with methods capable of detecting asbestos at concentrations below 0.5-1.0% by weight. WC&D repeatedly received information about transmission electron microscopy, including at the FDA-sponsored conference in August 1971, in an industry newsletter in March

1972 and in frequent CTFA meetings. By choosing to less sensitive/powerful methods, WC&D made the conscious choice to accept, tolerate and overlook up to 0.5-1.0% by weight.

- k. WC&D and Defendant MPSI/BSL failed to warn. WC&D and Defendant MPSI/BSL (a) never placed a label, caution or warning on any of the talc products that it sold stating that it contained asbestos (or otherwise communicated that to the public), (b) never provided customers or the public the information that WC&D and Defendant MPSI/BSL received and possessed regarding findings of asbestos minerals, fibrous tremolite and/or asbestos in the talc that it sold and (c) never warned that exposure to the asbestos-containing talc products it sold can cause mesothelioma.
- l. WC&D made false statements to the FDA and others regarding the composition of its talc (as not containing asbestos). As a non-exclusive example, in March 1976 correspondence to the CTFA (that WC&D knew would be forwarded to the FDA), WC&D stated that neither asbestos minerals nor asbestos had been detected in the talc that WC&D sold. As described above, this statement is demonstrably false.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC.,
KENVUE INC., JANSSEN PHARMACEUTICALS, INC., LTL MANAGEMENT LLC,
and LLT MANAGEMENT LLC
(APPLICABLE TO ALL CLAIMS FOR RELIEF)

30. From the 1890s to December 1978, defendant Johnson & Johnson alone designed, manufactured, marketed, distributed, and sold talc-containing Johnson's Baby Powder in the United States, including in South Carolina, where Plaintiff was exposed to their products:

- a. Johnson & Johnson was incorporated in 1887 and began selling Johnson's® Baby Powder in 1894, launching its baby care line of products.
- b. In September 1965, Johnson & Johnson's wholly-owned subsidiary Docrom, Inc., was incorporated in Vermont for the purpose of acquiring Eastern Magnesia Talc Co., Inc.
- c. Immediately thereafter, Docrom changed its name to Eastern Magnesia Talc Co. and then in September 1967, to Windsor Minerals, Inc.
- d. Throughout late 1967 to about January 1989, Johnson & Johnson's subsidiary Windsor Minerals, Inc. mined and processed Vermont talc (including from the Hammondsville, Argonaut, Rainbow, and Hamm mines) that was incorporated into Johnson's Baby Powder.

- e. In 1972, Johnson & Johnson established a formal operating division for its baby products business. Johnson & Johnson transferred all its assets and liabilities associated with the baby products division to Johnson & Johnson Baby Products.
- f. Johnson & Johnson Baby Products remained an operating division (rather than a separate or independent subsidiary) through at least December 1978.

31. From at least January 1979 through October 2021, “Old JJCI” designed, manufactured, marketed, distributed, and sold talc-containing Johnson’s Baby Powder, including in South Carolina, where Plaintiff purchased and used their products:

- a. In about January 1979, Johnson & Johnson transferred the assets associated with its baby products division to Johnson & Johnson Baby Products.
- b. In 1981, Johnson & Johnson Baby Products transferred all its assets, except those assets allocated to its diaper programs, to Omni Education Corporation (“Omni”), a wholly owned subsidiary of Johnson & Johnson Baby Products. In turn, Omni assumed all liabilities of Johnson & Johnson Baby Products except those liabilities related to its diaper program.
- c. Immediately following the transaction, Johnson & Johnson Baby Products merged into another subsidiary of Johnson & Johnson and was renamed Personal Products Company, and Omni changed its name to Johnson & Johnson Baby Products Company.
- d. In 1988, Johnson & Johnson Baby Products Company transferred all its assets for its baby products business to Johnson & Johnson Dental Products Company, which assumed all of its liabilities and was renamed Johnson & Johnson Consumer Products, Inc.
- e. In 1997, Johnson & Johnson Consumer Products, Inc. changed its name to Johnson & Johnson Consumer Companies, Inc.
- f. In 2015, J&J Consumer Companies merged with and into an affiliate, which then merged into McNeil-PPC, Inc. The resulting entity was renamed Johnson & Johnson Consumer Inc. (including all former names and historical forms from at least 1979 to October 2021, “Old JJCI”). Johnson & Johnson was the parent of subsidiary Old JJCI.

32. Johnson & Johnson (the parent) holds responsibility (along with Old JJCI and the New J&J Defendants) for Johnson’s Baby Powder at all times of its manufacture.

33. Johnson & Johnson is directly liable for its own wrongful conduct after January 1979, as described below and throughout this Complaint.

34. Johnson & Johnson and Old JJCI intermingled and disregarded their separate corporate status.

35. Johnson & Johnson exercised pervasive control over Old JJCI pertaining to the composition, testing, safety and labeling of, and public relations regarding, their talc-containing products, resulting in the continued sale of asbestos-containing Johnson's Baby Powder without warnings and Mr. Johnson's exposure (and injuries) therefrom:

- a. Johnson & Johnson (*not* Old JJCI) owned the Vermont talc mines that sourced Johnson's Baby Powder and other products.
- b. In 1967-1989, Johnson & Johnson exercised control over all key decisions in WMI's operations. As examples, it required WMI to submit approval for ore sources and report directly regarding testing of its ore for asbestos.
- c. In January 1989, Johnson & Johnson (*not* Old JJCI) (a) sold the talc mines to Cyprus Mines Corp. ("CMC"), (b) entered a supply agreement, (c) enforced strict quality control over CMC and (d) agreed to indemnify CMC for any liabilities arising from the sale or use of such talc.
- d. Johnson & Johnson sold WMI in 1989 and assumed WMI's liabilities.
- e. During and after January 1979, Johnson & Johnson (the parent) remained actively involved in, and exercised control over, the manufacturing process of Johnson's Baby Powder. Johnson & Johnson oversaw, and was regularly copied on routine correspondence regarding, talc processing, packaging and quality control of the talc in Johnson's Baby Powder. Johnson & Johnson attended and participated in meetings with, and audits of, contract manufacturer Pharma Tech Industries, Inc. after 2005.
- f. Johnson & Johnson admitted under oath that, *not* Old JJCI, but "Johnson & Johnson corporate in New Brunswick made all health and safety policy decisions with regard to asbestos and talc products."
- g. Johnson & Johnson required approval of Old JJCI's labeling decisions. Per sworn testimony, Johnson & Johnson (the parent), *not* Old JJCI, had authority to put warnings on Johnson's Baby Powder. As an example, in response to inquiries in 2008-2009, Johnson & Johnson instructed Old JJCI to not to place cautions on Johnson's Baby Powder.

- h. After January 1979, Johnson & Johnson (the parent) controlled public relations on the composition and safety of Johnson's Baby Powder. Johnson & Johnson (a) drafted and published statements defending the composition and safety of the talc in Johnson's Baby Powder (including, as non-exclusive examples, in February 1998, October 2000 and May 2016), (b) received advance copies of media statements and (c) operated websites that provided false and misleading information.
- i. Johnson & Johnson (the parent) directed and controlled litigation strategy on Johnson's Baby Powder (and thus the control of public information). Johnson & Johnson in-house counsel (Frank Bolden) attended depositions in the *Westfall* case and received correspondence on testing of talc ores for asbestos. Johnson & Johnson implemented litigation holds and document retention policies. Johnson & Johnson personnel (e.g., Mr. Ashton) made false and misleading statements in sworn statements.
- j. After January 1979, Johnson's Baby Powder bottles bore the Johnson & Johnson name and trademarks. By design and intention, the public perceived Johnson's Baby Powder as a Johnson & Johnson product.
- k. After January 1979, Johnson & Johnson (the parent) (a) engaged in efforts to promote Johnson's Baby Powder and (b) sought to benefit from the "emotional bond," recognizability and goodwill developed from the baby products line, including Johnson's Baby Powder. Numerous memoranda, including in power points in April 1997, August 1997 and June 2010, reflect Johnson & Johnson's conscious strategy of seeking to benefit from Johnson's Baby Powder, referring to it as their "flagship product" and "golden egg" that "feed[s] the goose" and "lead[s] the flock."
- l. The Johnson & Johnson Board met in June 2017 to discuss reputational risk from information becoming public about Johnson's Baby Powder.

36. In October 2021, Johnson & Johnson and/or Old JJCI devised and implemented a plan with the objective of eliminating (or substantially reducing) liability for harm caused by its talc products:

- a. In October 2021, Old JJCI underwent a series of corporate restructuring transactions in which it split itself into two separate entities through a "divisive merger," known as the "Texas Two Step."
- b. The transactions were intended to isolate the talc liabilities of Old JJCI into a newly-invented company created by J&J called LTL Management, LLC ("LTL"). LTL stands for "Legacy Talc Liability."
- c. LTL has held no productive business assets and has served no productive business purpose. LTL receives *de minimus* revenue streams.

- d. As part of the Texas Two Step, virtually all of the assets of Old JJCI were transferred to a new corporate entity bearing the same name, “Johnson & Johnson Consumer Inc.” (“New JJCI”). New JJCI continued the business operations as Old JJCI. Old JJCI ceased to exist.
- e. Immediately thereafter in October 2021, LTL was put into a Chapter 11 Bankruptcy wherein LTL and other Johnson & Johnson entities sought the protection of the Bankruptcy Code’s processes to (a) stay of all pending litigation and (b) force an aggregate resolution of present and future talc/asbestos liabilities that would foreclose jury trials and reduce the compensation owed.
- f. The Bankruptcy Court presiding over LTL’s first bankruptcy case stayed and enjoined all litigation for the harm caused by Johnson’s Baby Powder against (a) the debtor LTL, (b) Johnson & Johnson and New JJCI and (c) various other entities, including PTI Royston, LLC.
- g. The United States Court of Appeals for the Third Circuit held on January 30, 2023 that the bankruptcy filing by LTL was not proper and/or made in bad faith. Ultimately, on April 4, 2023, the lower Bankruptcy Court formally dismissed the first LTL bankruptcy case.
- h. On April 4, 2023, a few hours after the first LTL bankruptcy dismissal, LTL filed a second petition for bankruptcy in the same court.
- i. On July 28, 2023, the Bankruptcy Court in the second LTL case issued an opinion granting motions to dismiss as filed in bad faith. The Bankruptcy Court formally dismissed the second bankruptcy on August 11, 2023.

37. During the appeal process for the first LTL bankruptcy, New JJCI transferred its business to defendant Kenvue Inc.:

- a. The business operations of Old JJCI before the October 2021 “Texas Two Step” continued uninterrupted and unchanged (aside from *de minimus* revenue streams to LTL) in New JJCI after October 2021.
- b. On December 16, 2022, New JJCI changed its name to defendant Johnson & Johnson Holdco (NA) Inc. (“New JJCI/Holdco”).
- c. In January 2023, the business assets of New JJCI/Holdco were transferred to defendant Janssen Pharmaceuticals, Inc. (“Janssen”).
- d. Around February 2023, Janssen transferred the productive assets of the consumer business it recently received (from New JJCI/Holdco) to another Johnson & Johnson subsidiary, Kenvue, Inc. (“Kenvue”).
- e. The Bankruptcy Court barred Plaintiffs from naming (a) New JJCI, New

JJCI/Holdco, Janssen and Kenvue until at least April 20, 2023 and (b) LTL Management, LLC until August 11, 2023.

38. Under South Carolina and/or New Jersey substantive law, defendants New JJCI/Holdco, Janssen and Kenvue (collectively, “New J&J Defendants”) are the successors-in-interest to Old JJCI. The New J&J Defendants, culminating in Kenvue, are the (a) “mere continuation” of Old JJCI, (b) result of a “de facto merger,” (c) result of transactions made fraudulently (or in bad faith) to escape liability (recognized, as a matter of law, by the Third Circuit) and (d) manufacturers, marketers and sellers of the same “product lines:”

- a. Kenvue has admitted to being the “mere continuation” of Old JJCI’s business. As non-exclusive examples: Thibaut Mongon, Kenvue’s CEO, gave sworn testimony that Kenvue has held itself out as the continuation of Old JJCI. He also stated that the business operations of Old JJCI and New JJCI remained the same before and after the October 2021 Texas Two Step. In public SEC filings, Kenvue acknowledged that it is a continuation of Old JJCI in (a) comparing its 2023 financial performance to 2018-2021 (*i.e.*, before Kenvue was created), (b) referring to its pre-existence “heritage” (*e.g.*, “We have a world class, global portfolio of iconic and modern brands that has been built over the last 135 years and is trusted by generations of consumers”) and (c) stating “[w]e have historically operated as part of Johnson & Johnson.”
- b. By design, the public perceives Kenvue as the continuation of Old JJCI.
- c. Old JJCI and the New J&J Defendants (culminating in Kenvue) maintained continuity in leadership and management. In public SEC filings, Kenvue stated that its “senior leadership team ... effectively transformed our business since taking the helm in 2019...” In other words, the same management team started with Old JJCI and continued the same roles in New JJCI in October 2021 through Kenvue in 2023. Mr. Mongon held the same position of CEO in Old JJCI and Kenvue. Other non-exclusive examples of leadership personnel holding the same (or substantially similar) roles in Old JJCI to Kenvue include Paul Ruh, Meri Stevens, Donna Lorenson, Dr. Caroline Tillett, Kathy Widmer, Jan Meurer, Manoj Raghunandan and/or Natasha Zuyez.
- d. Old JJCI and the New J&J Defendants (culminating in Kenvue) maintained continuity of its employee workforce. All (or virtually all) of the employees of Old JJCI continued working for the New J&J Defendants, culminating in Kenvue. The same employees continued performing the same duties reporting to the same supervisors.

- e. Old JJCI and the New J&J Defendants (culminating in Kenvue) maintained continuity in ownership as a result of a stock swap in which owners of shares of Johnson & Johnson became owners of Kenvue.
- f. The New J&J Defendants (culminating in Kenvue) continued using the same operating business locations. Kenvue has the same headquarters of Old JJCI at 199 Grandview Road, Skillman, New Jersey. Kenvue operates the same manufacturing, marketing and research sites.
- g. To ensure no interruption in day-to-day business operations from Old JJCI to the New J&J Defendants (culminating in Kenvue), a “Separation Agreement” provided for and/or included (a) the transfer of contracts, permits, licenses and other rights previously held by Old JJCI, (b) a Transition Manufacturing Agreement and (c) a Transition Services Agreement. Contracts with raw material and other suppliers, contract manufacturers and customers were transferred. The information technology systems of Old JJCI were transferred to Kenvue.
- h. Old JJCI and the New J&J Defendants (culminating in defendant Kenvue) maintained continuity in general business purpose. The New J&J Defendants make, market and sell the same product lines as Old JJCI. In public filings, Kenvue designates the same business segments as Old JJCI.
- i. Old JJCI and the New J&J Defendants (culminating in defendant Kenvue) maintained continuity in its customer base. Kenvue sells the same volume to the same geographic areas and customer demographic as Old JJCI.
- j. The New J&J Defendants continued designing, manufacturing, marketing, distributing and selling Johnson’s Baby Powder from October 2021 to the present. The New J&J Defendants continue to sell talc-containing Johnson’s Baby Powder overseas. In a September 6, 2023 public filing, Kenvue referred to “... Kenvue’s historic or *current* sale of talc or talc-containing products” and “talc-based Johnson’s Baby Powder will be discontinued in 2023” (*i.e.*, it is not yet discontinued). Talc-containing Johnson’s Baby Powder remains available for purchase in the United States at retail stores and online. Cornstarch Johnson’s Baby Powder is merely a different formula than the talc variety, but serves the same function, is applied the same way and has the same appearance.
- k. The New J&J Defendants (culminating in defendant Kenvue) benefit and profit from the goodwill, research, recognizability and brand loyalty of Old JJCI, including as to Johnson’s Baby Powder. They benefit from receiving (or having license to use) trademarks and other intellectual property rights of Johnson & Johnson royalty-free.
- l. Kenvue acknowledged and admitted in public SEC filings that it may be held accountable for the harm caused by the talc-containing products made and sold by Old JJCI. Kenvue admitted that “it is also possible that various

parties will seek to bring and will be successful in bringing claims against us, including by raising allegations that we are liable for the Talc-Related Liabilities.” Kenvue also acknowledged that it is “responsible for all liabilities on account of or relating to harm arising out of, based upon, or resulting from, directly or indirectly, the presence of or exposure to talc or talc-containing products sold outside the United States or Canada.”

- m. The New J&J Defendants continue the same public relations campaign that includes false statements and misrepresentations about the asbestos content and health risks associated with the same talc-containing products (sold by Johnson & Johnson, Old JJCI and the New J&J Defendants) designed to influence regulators and public opinion.

39. Before and during the time of Plaintiff’s use of J&J’s talc products (from 1960s to 2023, defendants Johnson & Johnson, New JJCI (Holdco), Janssen and Kenvue (collectively, “J&J”) possessed specific knowledge that the talc in its products contained asbestos and inhaling such asbestos can cause fatal diseases, including mesothelioma. In other words, J&J knew the danger inherent in Johnson’s Baby Powder:

- a. Before and during the time Plaintiff used J&J’s talc products, J&J knew that asbestos exposure, including asbestos exposure from inhaling asbestos-containing talc, can cause fatal diseases such as mesothelioma.
- b. Johnson’s Baby Powder (“JBP”) sold in the United States contained (a) Windsor 66 (talc sourced from the Hammondsville, Argonaut, Rainbow, and Hamm Vermont mines) in 1967 to late 1979 and mid-1980 to 2003, (b) Supra (talc sourced from the Fontane mine in Italy) in late 1979 to mid-1980 and (c) talc from the Guangxi, China reason from 2003 onward.
- c. Before and during the time Plaintiff used J&J’s talc products, J&J knew of the association of talc and asbestos.
- d. Throughout the late 1960s to the 2000s, J&J repeatedly received information from its own consultants that the talc from the Vermont talc sources that it used in Johnson’s Baby Powder contained asbestos.
- e. Before and during the time Plaintiff used J&J’s talc products, J&J regularly recognized (internally or behind closed doors) the presence of tremolite and actinolite, including in their fibrous/asbestos varieties, in the talc used in Johnson’s Baby Powder.
- f. Before and during the time Plaintiff used J&J’s talc products, J&J knew that consumers like (and including) Plaintiff would inevitably inhale talc dust/powder (and therefore asbestos fibers) when using its products.

40. Despite all of the information that J&J knew and recognized (as described above), J&J (a) failed to warn, (b) failed to implement substitutes (*e.g.*, corn starch) and (c) failed to adequately test and accurately report the presence of asbestos in its talc:

- a. J&J never warned. J&J never placed any sort of label on its products indicating they contained asbestos. J&J always told the public that there has never been a single asbestos fiber in its products.
- b. J&J never affixed warnings stating that its products can cause cancer and mesothelioma.
- c. Before 2016-2017, J&J never disclosed or otherwise reported to the public the hundreds of findings of asbestos minerals, fibrous tremolite/actinolite and/or asbestos that J&J received and/or knew about.
- d. J&J failed to develop and fully implement a safer alternative to talc in Johnson's Baby Powder.
- e. J&J failed to adequately test the talc in Johnson's Baby Powder for the presence of asbestos.
- f. J&J designed its reporting methodology to yield negative results rather than accurate results.
- g. J&J promoted regulations that called for less sensitive/powerful methods of detecting asbestos in talc.

41. J&J made false statements and concealed evidence that it possessed regarding the presence of asbestos in the talc in Johnson's Baby Powder:

- a. J&J believed that Johnson's Baby Powder was its "flagship product." In numerous internal documents, J&J referred to Johnson's Baby Powder as its "sacred cow" and "golden egg."
- b. J&J recognized that its businesses (a) benefited from the "emotional trust" and perception of "safety" developed from an "infant bond" with J&J's baby product line, including Johnson's Baby Powder and (b) would be adversely impacted by the reputational damage of its flagship product being associated with cancer.
- c. J&J engaged in a pattern of making false statements to government entities, courts and the American public.

- d. Discussions between the FDA and the CTFA subcommittee occurred throughout the early- to mid-1970s when the FDA was considering regulating and overseeing asbestos in cosmetic talc products.
- e. The FDA eventually asked CTFA subcommittee members to send the FDA their own internal test results.
- f. The FDA would use that information to evaluate the composition of popular cosmetic talc products and the frequency and the quality of industry's internal testing programs.
- g. CTFA members knew the FDA would base its decision on whether and how to regulate the industry on the information that members provided.
- h. J&J gave its response in writing on March 15, 1976. J&J told the FDA that, by XRD, DTA and TEM analysis, no asbestos had ever been found. J&J also asserted that "no amphiboles or serpentine minerals have been detected." As described above, these statements were demonstrably false.
- i. J&J knew the statements were false when it made them.
- j. J&J made many other false statements to the FDA and other government/regulatory bodies. For example, in October 1971, J&J knew about, approved of and ratified its consultant, McCrone, purposely omitting findings of asbestos in reports to be submitted to the FDA. J&J wrote to McCrone that presenting the truth "would only tend to confuse the issue perhaps with the FDA." Despite numerous findings of chrysotile asbestos by multiple analysts, J&J told FDA representatives in February 1975 that no cosmetics talcs (from J&J or otherwise) contain chrysotile. In response to a Citizens Petition to J&J and others regarding ovarian cancer risk, J&J told the FDA in 1995 that it had confirmed "the absence of asbestiform minerals." When editing J&J's website in 2016, J&J acknowledged internally that it "cannot say our talc-based consumer products have always been asbestos free." But, in March 2016, J&J represented to the FDA that no asbestos structures had ever been found in J&J's talc-based products by any testing method.
- k. J&J engaged in a pattern of manipulating and destroying evidence. In an October 1972 report, McCrone found tremolite asbestos in J&J talc products. J&J made a handwritten note stating: "DO NOT USE THIS REPORT." The report was then revised to remove the quantification of asbestos found. In March 1978, the CTFA conducted a "round robin" in which committee members tested each other's samples. When the results distributed amongst members showed which members' products contained asbestos, a J&J employee (and then-chairmen of the CTFA committee) instructed members to "destroy your copy of the table" containing the results. J&J and its consultant, McCrone, established a protocol where McCrone segregated positive findings. For example, in 1986, under

McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate reports of test results. The first stated all samples contained “no quantifiable” amounts of asbestos with three samples noticeably missing from the numbering sequence of samples. The second report showed the three talc samples each contained chrysotile asbestos.

- l. Since 1969, J&J knew of the potential for litigation arising from the inhalation of its talc products.
- m. Despite knowing the potential for litigation since 1969 and being involved in ongoing litigation from the 1970s onward, J&J failed to make any systematic effort to collect potentially responsive or relevant documents until the mid-1990s.
- n. J&J failed to institute a litigation hold and records retention policy until at least 1997. J&J (a) failed to maintain the underlying data (e.g., data on the chemistry, crystal structure and shape of structures) for virtually all of the testing reports from its consultants that J&J claims show non-detects (thereby limiting Plaintiff’s ability to challenge or contest those results), (b) failed to maintain vintage samples of Johnson’s Baby Powder and (c) failed to maintain information on blanks in sample testing (limiting Plaintiff’s ability to refute J&J’s specious claims of laboratory contamination).
- o. In litigation in the 1980s onward, J&J was repeatedly asked whether there exists “any evidence” that the talc in Johnson’s Baby Powder contained asbestos.
- p. J&J cannot identify a single case prior to 2017 in which it disclosed evidence related to testing of Johnson’s Baby Powder (or the sources of talc in Johnson’s Baby Powder) for the presence of asbestos. J&J repeatedly made false statements in discovery responses that there was “no evidence” of asbestos (or even the mineral tremolite) in such talc.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
IMI FABI (USA) INC., IMI FABI, LLC AND IMI FABI (DIANA) LLC
(APPLICABLE TO ALL CLAIMS FOR RELIEF)

42. Plaintiffs herein refers to (a) “Fabi Group” as the collective IMI Fabi entities identified below (or entities otherwise owned by identified below) and (b) “Fabi USA Defendants” as the Defendants IMI Fabi (USA), Inc., IMI Fabi, LLC and IMI Fabi (Diana), LLC (each as a collective term). Fabi Group mines, processes, designs, markets and sells talc sourced from Italy, Australia, China, Pakistan and Brazil to customers all over the world:

- a. Fabi Group began in the 1950s when Corrado Fabi's father established Industria Mineraria Italiana S.r.l. ("IMI Fabi S.r.l."). Its name changed to IMI Fabi S.p.a. years later.
- b. IMI Fabi S.p.a. mines talc from multiple mines near Sondrio and Sardinia, Italy.
- c. It processes the talc at a facility near Sondria, Italy. In Polstalesio, Italy, IMI Fabi S.p.a. processes talc imported from China and Mt. Seabrook, Australia.
- d. IMI Fabi S.p.a. maintains business addresses in Milan, Italy and a quality assurance laboratory in Polstalesio, Italy.
- e. In about 1996, IMI Fabi S.p.a. entered a joint venture (50% ownership) with Unimin Talc Pty Ltd. to mine and process talc from Mt. Seabrook, Australia.
- f. Talc sourced from the Mt. Seabrook, Australian mine was marketed under the HiTalc brand name. In 2011, IMI Fabi (Australia) Pty. Ltd. acquired the remaining interest.
- g. In about the mid-1990s, IMI Fabi S.p.a. (Corrado Fabi) partnered with Dr. Wilhelm Schober of Austria to form HiPro Trading GmbH and HiTalc Marketing and Technology GmbH. HiTalc Marketing and Technology provided processing technology and marketing expertise the Fabi Group. HiPro Trading served as an export organization for Fabi Group entities.
- h. As described in greater detail below, in 1998, IMI Fabi S.p.a. (formerly IMI Fabi S.r.l.) attained a 40% interest in Zemex Fabi Benwood, LLC to process and market its Australian at a plant in Benwood, West Virginia.
- i. Through a series of transactions culminating in 2001, the "Fabi USA Defendants" formed with full ownership of the West Virginia site and former Clark/Suzorite site in New York.

43. The origins of the West Virginia and New York talc facilities begin before the Fabi USA Defendants were formally created in 1999 to 2001:

- a. WC&D created a subsidiary, Clark Minerals, Inc. ("Clark") that processed talc near Natural Bridge (Diana), New York, including ore from Montana, North Carolina, Australia, South Korea and China. In 1981-1994, WC&D sold such talc as grades 141, 643, 1623, 1625, 1626, 1629, 3355.
- b. In December 1994, WC&D sold Clark to Suzorite Mineral Products, Inc. ("Suzorite"), a subsidiary of Zemex Corporation. Suzorite purchased all of Clark's assets, including property, business contracts and trade names.

- c. After December 1994, Suzorite continued the same business operations of Clark, processing talc from the same sources to make the same talc grades for sale to the same customers. COAs and other correspondence referred to Suzorite as the "Clark Plant." From December 1994 to March 1998, Suzorite entered distribution contracts with WC&D.
- d. In 1995, Suzorite acquired Benwood Limestone Co. in West Virginia and constructed a talc processing facility there.
- e. Zemex Fabi Benwood, LLC was created in North Carolina in December 1997. Suzorite was its sole member.
- f. From January 1998 to March 2001, Suzorite owned 60% of Zemex Fabi Benwood, LLC. IMI Fabi S.r.l. owned the other 40%.
- g. Zemex Fabi-Benwood, LLC consisted of three Suzorite managers and two IMI Fabi S.r.l. managers (Corrado Fabi, Dr. Wilhelm Schober).
- h. Under the Zemex Fabi Benwood, LLC operating agreement, Suzorite managed the West Virginia plant. Zemex Industrial Minerals, Inc., a subsidiary of Zemex Corp., provided loans. IMI Fabi S.r.l. provided (a) access to the talc source (its Mt. Seabrook, Australian ore) and (b) product development and technical support (Dr. Wilhelm Schober).
- i. On April 1, 1998, Suzorite (and/or Zemex Industrial Minerals) entered a Distributor Agreement with Cosmetic Specialties, Inc. ("CSI") for CSI to sell talc from the New York plant to the cosmetic industry.
- j. Suzorite sought CSI after its contract ended with WC&D. Ronald Grexa, president of CSI, worked in technical sales of talc since 1970.

44. By April 2001, "Fabi USA Defendants" owned and operated talc operations in based in Benwood, West Virginia and Natural Bridge (Diana), New York:

- a. IMI Fabi (USA), Inc. incorporated in Delaware on January 26, 1999.
- b. On January 23, 2001, "ZFB-1, LLC" and "ZFB-2, LLC" formed in North Carolina. Suzorite was the sole member/owner of both entities (per corrected filings on March 7, 2001).
- c. In March 2001, Suzorite conveyed (a) the tangible and intangible assets associated with the Natural Bridge (Diana), New York real property and talc processing facility to ZFB-1, LLC and (b) its ownership interest (100%) in ZFB-1, LLC to Zemex Fabi Benwood, LLC.
- d. In March 2001, Zemex Industrial Minerals, Inc. conveyed its (or Suzorite's) Distributor Agreement with Cosmetic Specialties, Inc. ("CSI").

- e. In March 2001, Suzorite conveyed (a) the Benwood, West Virginia real property to ZFB-2, LLC and (b) its ownership interest (100%) in ZFB-2, LLC to Zemex Fabi Benwood, LLC.
- f. Thus, by March 2001, Zemex Fabi Benwood, LLC owned the property and other assets associated with the Natural Bridge (Diana), New York (ZFB-1, LLC) and Benwood, West Virginia (ZFB-2, LLC) talc operations.
- g. On March 23, 2001, Suzorite assigned its 60% ownership interest in Zemex Fabi Benwood, LLC to IMI Fabi (USA), Inc.
- h. Thus, by the March 23, 2001, Suzorite no longer held any ownership interest in Zemex Fabi Benwood, LLC. IMI Fabi (U.S.A.), Inc. owned 60% and IMI Fabi S.p.a. owned 40% (obtained in 1998, per above).
- i. On April 6, 2001, ZFB-1, LLC changed its name to IMI Fabi (Diana), LLC. It listed IMI Fabi, LLC as its sole member/owner.
- j. On April 6, 2001, Zemex Fabi-Benwood, LLC changed its name to “IMI Fabi, LLC.”
- k. In the April 6, 2001 filing, IMI Fabi, LLC (f/k/a Zemex Fabi Benwood, LLC) listed its sole member/owner as IMI Fabi (USA), Inc. (with Corrado Fabi as president). However, per the 1998 transactions described above, IMI Fabi S.p.a. owned 40% of IMI Fabi, LLC.

45. Before and after the April 2001 transactions, the Natural Bridge (Diana), New York and Benwood, West Virginia talc operations continued uninterrupted:

- a. After April 2001, the “Fabi USA Defendants” facility in Natural Bridge (Diana), New York processed primarily imported Chinese talc ore (including the Liaoning and Guangxi regions).
- b. After April 2001, “Fabi USA Defendants” continued selling talc under the same product numbers as Suzorite and Clark, including talc grades or product numbers 141, 643, 1623, 1625, 1626, 1629, 1656, 3355.
- c. The Benwood, West Virginia plant operated by IMI Fabi, LLC continued processing Australian talc ore and selling talc for industrial applications.
- d. After April 2001, the Fabi USA Defendants continued their contractual relationship with CSI as its sales agent and representative. CSI acted as a (a) sales commission distributor and (b) stocking distributor.
- e. Acting on behalf of the Fabi USA Defendants, CSI (a) interacted with the cosmetic and personal care industry to gain information about prospective customers (product manufacturers), including their talc suppliers, ore

sources of talc and brand names they used, the specific properties of such talc and the prices charged, (b) evaluated set off talc products that the Fabi USA Defendants sold, (c) contacted prospective customers, (d) introduced the Fabi USA Defendants' talc products as set offs and (e) provided technical data sheets, talc samples and other information requested by the purchasing, quality control, etc. departments of the product manufacturer. The Fabi USA Defendants participated in each part of the above-described process, maintaining a continuous dialogue with CSI and, at times, making direct contact with product manufacturers.

- f. Through at least early 2023, IMI Fabi, LLC and IMI Fabi (Diana), LLC both remained active, ongoing concerns.
- g. Limited liability company annual reports submitted by IMI Fabi (Diana), LLC in North Carolina continued to refer to its business purpose as processing and manufacturing talc.
- h. Directly and through distributors/sales agents, IMI Fabi (Diana), LLC and IMI Fabi, LLC sold talc throughout the United States, including in South Carolina.
- i. Fabi Group, including the Fabi USA Defendants, became one of the leading talc suppliers in North America.

46. The Fabi USA Defendants (a) sold directly to large-scale product manufacturers and (b) made purposeful efforts to enter distribution agreements with distributors (including, but not limited to, CSI) to promote and sell the Fabi USA Defendants' talc to large-scale product manufacturers that incorporated the Fabi USA Defendants' talc into finished products that were marketed and sold nationally, including in South Carolina:

- a. The Fabi USA Defendants contracted with CSI because of CSI's customer contacts and experience. The Fabi USA Defendants gave CSI express and implied authority to act on their behalf.
- b. To gain new accounts/customers for the Fabi USA Defendants, CSI (a) interacted with the personal care industry to gain information about prospective customers' suppliers and needs, (b) evaluated set off talc products, (c) contacted prospective customers, (d) introduced the Fabi USA Defendants' talc products as set offs, (e) provided technical data sheets, talc samples and other information (*e.g.*, questionnaires) requested by the purchasing, quality control, etc. departments of the product manufacturers and (f) negotiated the price, delivery terms, etc.

- c. The Fabi USA Defendants participated in each part of the above process to gain new customers/accounts. They maintained a continuous dialogue with CSI and, at times, product manufacturers directly.
- d. After the Fabi USA Defendants obtained a new account, they maintained contact with such finished product manufacturers, including (a) receiving and signing purchase orders stating the talc's destination, (b) directly sending (*e.g.*, by fax) the product manufacturers signed purchase orders and certifications that the lot satisfied performance specifications, (c) marked individual talc bags according to the large-scale product manufacturers' specifications, including providing part numbers (*e.g.*, 802980 for Imifabi 141 to Procter & Gamble) and code name(s) (*e.g.*, "Arbit 098061" for Imifabi 141 to Revlon) and (d) arranged pallets per their specifications (*e.g.*, a placard "For Revlon").
- e. Fabi USA Defendants promoted talc grades for specific product types.
- f. Fabi Group, including the Fabi USA Defendants, (a) joined and participated in international industry trade organizations (*e.g.*, the Industrial Minerals Association), (b) spoke at conferences (*e.g.*, Dr. Shoher) and (c) attended trade conferences (*e.g.*, Cosmetics Global). Fabi USA Defendants remained informed about the talc market.

47. The Fabi USA Defendants, each directly and through distributors, sold talc that was incorporated in finished products that Plaintiff and/or Plaintiff's family purchased and used in South Carolina:

- a. Throughout at least 2001 to the 2010s, the entities making Cover Girl products (Noxell, Procter & Gamble ["Noxell/P&G"]) consistently purchased substantial quantities of Fabi USA Defendants talc products that Plaintiff and/or Plaintiff's family purchased and used in South Carolina.
- b. Throughout at least 2001 to the 2010s, Revlon consistently purchased substantial quantities of talc sourced from of Fabi USA Defendants, including at Revlon's manufacturing sites in North Carolina and Arizona for use in Revlon's cosmetic talc products Plaintiff and/or Plaintiff's family purchased and used in South Carolina.
- c. Beginning in about 2010, Vi-Jon, Inc. listed IMI Fabi, LLC as an "approved supplier" for Vi-Jon raw material specification 4000000789 ("talc"). Vi-Jon manufactured talc-containing body powder products in Smyrna, Tennessee that Plaintiff and/or Plaintiff's family purchased and used in South Carolina.

48. Throughout the 2000s, the Fabi USA Defendants sent talc samples to E.S. Laboratories in Campobello, South Carolina for analysis of their asbestos mineral and asbestos content.

49. IMI Fabi, LLC (parent) can be held responsible as the “alter ego” of IMI Fabi (Diana), LLC (subsidiary). Likewise, IMI Fabi (USA), Inc. (parent) can be held responsible as the “alter ego” of IMI Fabi, LLC and IMI Fabi (Diana), LLC (subsidiaries). The Fabi USA Defendants (as part of the broader Fabi Group) operated as a single or common business enterprise that regularly intermingled the assets and personnel of the entities:

- a. Since their formal creation between January 1999 to April 2001, the Fabi USA Defendants have shared the same (or substantially the same) common ownership as vertically integrated within the Fabi Group.
- b. In public filings since their inception in 2001, both IMI Fabi (USA), Inc. and IMI Fabi, LLC identified Corrado Fabi as the President.
- c. Corrado Fabi served as President and/or CEO of IMI Fabi S.p.a. and all (or substantially all) of the Fabi Group entities.
- d. From about 2001-2002 to 2014, both IMI Fabi, LLC and IMI Fabi (Diana), LLC identified Scott Baker as the “manager” for both entities.
- e. In public filings from about mid-2001 to about 2015, both IMI Fabi, LLC and IMI Fabi (Diana), LLC listed their principal business address as Second & Marshall Street, Benwood, West Virginia. Thereafter, both entities identified 209 Marshall Street, Benwood, West Virginia.
- f. Beginning in about mid-2001, talc Purchase Orders with IMI Fabi (Diana), LLC provided the vendor address at Second & Marshall Street, Benwood, West Virginia (the same address used by IMI Fabi, LLC).
- g. Beginning in late 2001, IMI Fabi, LLC and IMI Fabi (Diana), LLC listed the same registered agents at the same locations.
- h. Fabi Group entities, including the Fabi USA Defendants, frequently shared common employees. Employees of one entity rendered services on behalf of (or for the benefit of) another entity. IMI Fabi, LLC and IMI Fabi (Diana), LLC always (or almost always) provided the same phone numbers for customer service, quality assurance and sales.
- i. The Fabi Group entities were inter-related and co-dependent.

- j. IMI Fabi (USA), Inc. generated no business revenue and conducted no business. No separate corporate records exist, including (but not limited to) minutes, ledgers, profit-and-loss statements and check registers.
- k. Fabi Group entities, including the Fabi USA Defendants, used the same logo. The logo consists of “IMIFABI” in capital letters with an oval surrounding it. Fabi Group members receive detailed instructions on the logo’s appearance’s shape, colors, sizes and fonts.
- l. Reflecting common control, at any given time period, the COAs and MSDS regularly used by IMI Fabi S.p.a., IMI Fabi, LLC and IMI Fabi (Diana), LLC shared (substantially) the same form and format.
- m. IMI Fabi S.p.a. exerted pervasive control over policies regarding asbestos in talc in the Fabi Group entities, including the Fabi USA Defendants.
- n. The Fabi USA Defendants failed to observe their separate legal status, even in public filings.
- o. IMI Fabi (Diana), LLC failed to observe corporate formalities.
- p. Other persons and entities that interacted with Fabi Group regarded it as a single business enterprise.

50. The Fabi USA Defendants can be held liable for the conduct of, and talc sold by, Suzorite and/or Zemex Industrial Minerals, Inc. (referred to collectively as “Suzorite”) in 1994-2001. The Fabi USA Defendants’ liability as successors-in-interest to those entities include that the Fabi USA Defendants are the (a) “mere continuation” of Suzorite, (b) result of a “de facto merger” and (c) manufacturers, marketers and suppliers of the same product line(s):

- a. Suzorite’s talc operations from the Natural Bridge (Diana) continued uninterrupted following the March/April 2001 transactions.
- b. After the March/April 2001 transactions, the Fabi USA Defendants held themselves out as the continuation of Suzorite. The Fabi USA Defendants referred to the New York site in submissions to regulatory agencies as “formerly known as Suzorite Minerals Products, Inc.” An IMI Fabi (Diana), LLC MSDS from April 2001 (a) referred to its products collectively as “Clark Talc” and (b) identified the “previous issue” of the MSDS as from November 2000 (before IMI Fabi (Diana), LLC existed). After the March/April 2001 transactions, Suzorite and the Fabi USA Defendants used the same COA, MSDS and correspondence format.

- c. Suzorite and the Fabi USA Defendants maintained continuity in management and employees. Scott Baker and Michael Brown frequently signed Suzorite correspondence as "Plant Manager." After the March/April 2001 transactions, Michael Brown continued signing COAs, MSDS, etc. as "Plant Manager" for IMI Fabi (Diana), LLC. In annual reports, Scott Baker signed as "Manager" of IMI Fabi (Diana), LLC.
- d. The Fabi USA Defendants operated from the same locations. Before and after the March/April 2001 transactions, they used addresses at (a) P.O. Box 398, Natural Bridge, NY, (b) Rt. #3 & Old Harrisville Road, Natural Bridge, NY, (c) Charlotte, NC and (d) Second & Marshall Street, Benwood, WV. The phone numbers remained the same.
- e. Before and after the March/April 2001 transactions, Suzorite and the Fabi USA Defendants maintained the same day-to-day operations. The Fabi USA Defendants maintained business contracts (*e.g.*, consulting agreements, letter agreements) to ensure continuity of business operations. The Fabi USA Defendants continued the same distributor agreements in West Virginia and the same sales agent (CSI) for New York.
- f. The Fabi USA Defendants continued selling the same product lines as Suzorite, including product numbers as 140, 141, 643, 1623, 1625, 1626, 1629 and 3355. Acting as the sales agent of the Fabi USA Defendants, CSI wrote Revlon in May 2003 to compare old product names (*e.g.*, "Suzorite 141 B.C.") to the new product names (*e.g.*, "Imifabi 141 B.C.") for then-active Revlon internal codes (*e.g.*, "Arbit").

51. Fabi Group, including the Fabi USA Defendants (a) possessed actual knowledge that the talc it sold (which became incorporated in products that Plaintiff used) contained asbestos, (b) knew that inhaling such asbestos can mesothelioma and (c) failed to warn.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANT
PTI ROYSTON, LLC
(APPLICABLE TO ALL CLAIMS FOR RELIEF)

Some of the corporate history relevant to Plaintiffs' claims against defendant PTI Royston, LLC alleged herein is as follows:

52. From at least 1990 to present, Pharma Tech Industries, Inc. and/or PTI Union, LLC owned and operated a talc product manufacturing and packaging plant in Union, Missouri ("Union MO Plant").

- a. In March 1984, Direct Pharmaceutical Corporation applied for the authority to transact business in Missouri for the purpose of “operat[ing] a pharmaceutical repackaging facility.” Direct purchased the Union MO Plant from Envi Diversified and began operating it. Edward T. Noland, Sr. became a Director in 1987 and President in 1989.
- b. On around June 20, 1990, Black Creek Corporation formed in Missouri.
- c. On June 22, 1990, Black Creek Corporation acquired the Union MO Plant.
- d. On around June 26, 1990, the shareholders of Black Creek Corporation adopted an amendment to change its name “Pharma Tech Industries, Inc.”
- e. Beginning in mid-1990, Pharma Tech Industries, Inc. operated the Union MO Plant with Edward T. Noland, Sr. as President.
- f. On April 1, 2008, Black Creek Corporation f/k/a Pharma Tech Industries, Inc. and PTI Union, LLC d/b/a Pharma Tech Industries entered into a purchase agreement where PTI Union, LLC d/b/a Pharma Tech Industries acquired substantially all of Black Creek Corporation’s assets including but not limited to the Union, MO Plant, business contracts with customers/accounts, equipment, trade name, and goodwill.
- g. Per the April 1, 2008, purchase agreement, PTI Union, LLC acquired all (or substantially all) of Black Creek Corporation’s assets, including the Union MO Plant, equipment, trade names, goodwill and business contracts. PTI Union, LLC maintained all (or virtually all) of the same leadership personnel, employees, operating procedures, suppliers/vendors, logos, etc. The Union MO Plant remained the same.
- h. After April 2008, Black Creek Corporation ceased productive operations and dissolved in December 2012.
- i. From 2013 onward, PTI Union, LLC continued renewing the fictitious name “Pharma Tech Industries.”

53. In mid-2005, Pharma Tech Industries, Inc. entered contracts with Johnson & Johnson to (a) acquire its Royston, Georgia plant (“Royston GA Plant”) and (b) manufacture all Johnson’s Baby Powder sold in the United States:

- a. By 1998, Pharma Tech Industries, Inc. began soliciting Johnson & Johnson to serve as its contract manufacturer.
- b. On April 4, 2005, Pharma Tech Industries, Inc. entered an Asset Purchase Agreement (“APA”) with Johnson & Johnson Consumer Companies (“JJCCI”) for the Royston GA Plant.

- c. On August 29, 2005, Pharma Tech Industries, Inc. (“Manufacturer”) and JJCCI (“Buyer”) entered a Manufacturing & Supply Agreement (“MSA”).
- d. Under the August 2005 MSA, Pharma Tech Industries, Inc. agreed to manufacture all Johnson’s Baby Powder sold in the U.S.
- e. JJCCI chose Pharma Tech Industries, Inc. for its “unique talent.”
- f. The August 2005 MSA held Pharma Tech Industries, Inc. responsible for inspecting raw materials (talc) for quality and compliance.

54. By contract, Pharma Tech Industries, Inc. (a) remained responsible for the Royston GA Plant and (b) directed PTI Royston, LLC’s operations:

- a. On June 3, 2005, Broadview Investments, LLC formed in Delaware.
- b. On June 16, 2005, PTI Royston, LLC formed in Delaware. Broadview Investments, LLC was the sole manager.
- c. On July 18, 2005, PTI Royston, LLC filed a certificate of authority to transact business in Georgia as “Pharma Tech Industries.”
- d. Thereafter, Pharma Tech Industries, Inc. assigned the August 2005 MSA to PTI Royston, LLC doing business as “Pharma Tech Industries.”
- e. Pharma Tech Industries, Inc. entered two Guaranty Agreements with JJCCI, under which it agreed to maintain “primary, direct and immediate responsibility for PTI Royston, LLC.”
- f. PTI Royston continued doing business as “Pharma Tech Industries” at the Royston GA Plant and offices in Athens, Georgia.

55. PTI Union, LLC, individually and as successor to Black Creek Corporation and PTI Royston, LLC operated as a single or common enterprise, exhibiting a confused intermingling of activity without regard for their nature as separate entities:

- a. PTI Union and PTI Royston shared common ownership as privately held sister companies owned by Broadview Investments, LLC.
- b. Before contracting with Pharma Tech Industries, Inc. to produce Johnson’s Baby Powder, JJCCI evaluated Pharma Tech Industries, Inc.’s (a) performance record and (b) financial stability through a complete financial audit. The MSA stated that JJCCI chose Pharma Tech Industries, Inc. because of its “unique talent, experience and particular attributes.” Consequently, JJCCI insisted that Pharma Tech Industries, Inc. (and *not* PTI

Royston) remained responsible and liable to JJCCI for obligations under the APA and MSA. To accomplish this objective, JJCCI required that Pharma Tech Industries, Inc. enter two Guaranty Agreements with JJCCI. Pharma Tech Industries, Inc. agreed to maintain “primary, direct and immediate responsibility for” PTI Royston. Further, the APA and MSA contain provisions (a) allowing JJCCI to reject the assignment of the Royston GA Plant (or buy it back) and (b) require notices be sent to Edward T. Noland, Sr. Thus, by *contractual obligation*, PTI Royston served at the direction of Pharma Tech Industries, Inc.

- c. PTI Union and PTI Royston held themselves out as one single company headquartered in Union, Missouri. They shared the (a) same fictitious name (“Pharma Tech Industries”), (b) same letterhead and formatting for correspondence and other form document, (c) same website (which continues to identify as one entity) and (d) same eBulletins.
- d. Their largest suppliers (Luzenac America, MTI/SMI/BMI) and customers (Johnson & Johnson) referred and considered them one entity.
- e. PTI Union and PTI Royston instructed its talc supplier to use the same employer identification numbers for both plants.
- f. PTI Union and PTI Royston employed unified administrative control of business functions. In meetings with Chattem (one of its largest customers), PTI Union characterized its management structure as one integrated organization led by Ted Noland, Jr.
- g. PTI Union and PTI Royston shared common leadership. As non-exclusive examples: Ted Noland, Jr. (described above) and Curtis Coile (Executive Vice President of Manufacturing and Quality) worked at both.
- h. PTI Union and PTI Royston shared common policies, software, IT systems, standard operating procedures and resources.
- i. PTI Union, PTI Royston and Pharma Tech Industries, Inc. used the same counsel (Thomas Benson) for the various described transactions above in at least 2005 to 2008.

56. PTI Royston, LLC (d/b/a Pharma Tech Industries) is liable as the successor-in-interest in harm caused by Black Creek Corporation (f/k/a Pharma Tech Industries, Inc.). PTI Royston, LLC was/is the (a) “mere continuation” of Black Creek Corporation, (b) result of a “de facto merger” and (c) manufacturer of the same product line(s).

57. The Johnson's Baby Powder Plaintiff was exposed to after August 2005 was manufactured, bottled, labeled and packaged by the "Pharma Tech Business:"²

- a. From August 2005 to after 2013, PTI Royston, LLC (d/b/a Pharma Tech Industries) served as the exclusive manufacturer of Johnson's Baby Powder. During this period, PTI Royston used talc from Guangxi, China. PTI Royston packaged millions of such bottles per year.
- b. The Pharma Tech Business possessed actual knowledge of the geographic distribution (nationwide, including Oregon) of the Johnson's Baby Powder that it manufactured and packaged.
- c. The Pharma Tech Business (a) negotiated for lower prices with talc suppliers, (b) evaluated potential offset talc products, (c) recommended alternate talc products based on price and production advantages and (d) tested and inspected raw materials to ensure quality.
- d. The Pharma Tech Business promoted itself, and continues to promote itself, as providing "turkey solutions" with expertise in "formula development," safety oversight and regulations.
- e. The Pharma Tech Business (a) promoted itself in eBulletins that it distributed throughout the industry (including Oregon) and (b) attended industry trade shows and conferences.

58. In addition to the above, all named Defendants have knowledge and information not available to Plaintiff—to determine whether they have, or may have, liability, whether directly or by operation of law, for the asbestos-containing products identified above and/or in the course of discovery. Therefore, if evidence that Plaintiff was exposed to an asbestos-containing product for which any Defendant has liability, may have liability, or by operation of law may have liability, Plaintiff asserts all of the allegations herein against said Defendants in relation to said asbestos-containing products.

² At times herein, Plaintiff refers to the "Pharma Tech Business" as collectively (a) Black Creek Corporation (f/k/a Pharma Tech Industries, Inc.) before April 2008, (b) PTI Union, LLC after April 2008 and (c) PTI Royston, LLC.

THE PARTIES

59. Plaintiffs, Michael L. Perry and Lonnie L. Long, are currently residents of the State of South Carolina. Plaintiff Michael L. Perry was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina and Illinois.

60. Plaintiff Michael L. Perry was also exposed to asbestos from his personal use, and his family's use, of asbestos-containing talc-based powder products throughout his life in his Illinois, Florida and South Carolina homes beginning in the 1960s. The dust and fibers from the asbestos-containing talc products permeated his person and clothes. As a direct and proximate result of Michael L. Perry's inhalation and ingestion of dust particles and fibers, he was diagnosed with Mesothelioma on or about July 7, 2023.

61. Defendant, **AMERICAN INTERNATIONAL INDUSTRIES**, individually and as successor-in-interest to PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC. d/b/a ED. PINAUD, and NESTLE-LE MUR COMPANY, all for the CLUBMAN line of products, was and is a California General Partnership with its principal place of business in California. At all times material hereto, AMERICAN INTERNATIONAL INDUSTRIES was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Clubman talc products and Pinaud talc products used by Plaintiff and others living in the same household with Plaintiff. AMERICAN INTERNATIONAL INDUSTRIES is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

62. Defendant, **ATLAS TURNER INC.**, f/k/a ATLAS ASBESTOS COMPANY LTD., was and is a Canadian corporation with its principal place of business in Canada. At all times material hereto, ATLAS TURNER INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos, asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, raw asbestos fibers sold to various manufacturers of asbestos products including, but not limited to, asbestos friction, drywall, fireproofing, and insulation products. ATLAS TURNER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

63. Defendant, **AVON PRODUCTS, INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, AVON PRODUCTS, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Avon talc products used by Plaintiff and others living in the same household with Plaintiff. AVON PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and

distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

64. Defendant, **BARRETTS MINERALS INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, BARRETTS MINERALS INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing Clubman talc products used by Plaintiff and others living in the same household with Plaintiff. BARRETTS MINERALS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

65. Defendant, **BLOCK DRUG COMPANY, INC.**, individually and as successor to THE GOLD BOND STERILIZING POWDER CO. a/k/a THE GOLD BOND CO., was and is a New Jersey corporation with its principal place of business in Pennsylvania. At all times material hereto, BLOCK DRUG COMPANY, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products, including, but not limited to, asbestos-containing Gold Bond talc products used by Plaintiff and others living in the same household with Plaintiff. BLOCK DRUG COMPANY, INC. is sued as a

Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

66. Defendant, **BRENNTAG NORTH AMERICA, INC.**, individually and as successor-in-interest to MINERAL AND PIGMENT SOLUTIONS, INC., as successor-in-interest to WHITTAKER, CLARK & DANIELS, INC., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, BRENNTAG NORTH AMERICA, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson, Cashmere Bouquet talc products and Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. BRENNTAG NORTH AMERICA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

67. Defendant, **BRENNTAG SPECIALTIES, LLC** f/k/a BRENNTAG SPECIALTIES, INC. f/k/a MINERAL AND PIGMENT SOLUTIONS, INC., as successor-in-interest to WHITTAKER, CLARK & DANIELS, INC., was and is a Delaware limited liability company with its principal place of business in New Jersey. At all times material hereto,

BRENNTAG SPECIALTIES, LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson, Cashmere Bouquet talc products and Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. BRENNTAG SPECIALTIES, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

68. Defendant, **BRISTOL-MYERS SQUIBB COMPANY**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, BRISTOL-MYERS SQUIBB COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. BRISTOL-MYERS SQUIBB COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

69. Defendant, **BUY-LOW GENERAL MERCHANDISE INC.**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, BUY-LOW GENERAL MERCHANDISE INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Powder Products including Johnson & Johnson and Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. BUY-LOW GENERAL MERCHANDISE INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury, occurred in the State of South Carolina.

70. Defendant, **C&S WHOLESALE GROCERS, LLC** f/k/a C&S WHOLESALE GROCERS, INC., individually and as successor-in-interest to FLEMING COMPANIES, INC. successor-in-interest to PIGGLY WIGGLY COMPANY, was and is a Delaware limited liability company with its principal place of business in New Hampshire. At all times material hereto, C&S WHOLESALE GROCERS, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited

to, Johnson & Johnson and Gold Bond talc products, purchased and used by Plaintiff. C&S WHOLESALE GROCERS, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

71. Defendant, **CALVIN KLEIN INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, CALVIN KLEIN INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Calvin Klein talc powder, used by others living in the same household with Plaintiff. CALVIN KLEIN INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

72. Defendant, **CHANEL INC.**, was and is a New York corporation with its principal place of business in New York. At all times material hereto, CHANEL INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Chanel talc products,

including but not limited to Chanel No. 5 perfumed talc powder, used by others living in the same household with Plaintiff. CHANEL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

73. Defendant, **CHARLES B. CHRYSTAL COMPANY, INC.**, was and is a New York corporation with its principal place of business in Connecticut. At all times material hereto, CHARLES B. CHRYSTAL COMPANY, INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products and Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by Plaintiff and others living in the same household with Plaintiff. CHARLES B. CHRYSTAL COMPANY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

74. Defendant, **CHATTEM, INC.**, individually and as successor to MARTIN HIMMEL, INC., successor to BLOCK DRUG COMPANY INC., successor to THE GOLD BOND STERILIZING POWDER COMPANY a/k/a THE GOLD BOND COMPANY, successor to GOLD BOND PHARMACEUTICAL CORPORATION, was and is a Tennessee corporation with its principal place

of business in New Jersey. At all times material hereto, CHATTEM, INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products used by Plaintiff and others living in the same household with Plaintiff. CHATTEM, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

75. Defendant, **COLGATE-PALMOLIVE COMPANY**, individually and as successor-in-interest to THE MENNEN COMPANY, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, COLGATE-PALMOLIVE COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Cashmere Bouquet talc products and Mennen talc products, used by others living in the same household with Plaintiff. COLGATE-PALMOLIVE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

76. Defendant, **COLOR TECHNIQUES, INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, COLOR TECHNIQUES, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Cashmere Bouquet talc products, Estee Lauder talc products and Coty talc products, used by Plaintiff and others living in the same household with Plaintiff. COLOR TECHNIQUES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

77. Defendant, **COSMETIC SPECIALTIES, INC.**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, COSMETIC SPECIALTIES, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to its IMI FABI Co-Defendants named herein and J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products used by Plaintiff and others living in the same household with Plaintiff. COSMETIC SPECIALTIES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and

services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

78. Defendant, **COTY INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, COTY INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Stetson talc products, used by Plaintiff and others living in the same household with Plaintiff. COTY INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

79. Defendant, **CVS HEALTH CORPORATION**, was and is a Delaware corporation with its principal place of business in Rhode Island. At all times material hereto, CVS HEALTH CORPORATION was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. CVS HEALTH CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

80. Defendant, **CVS PHARMACY, INC.**, was and is a Rhode Island corporation with its principal place of business in Rhode Island. At all times material hereto, CVS PHARMACY, INC. was authorized to do business in the State of South Carolina and Florida while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. CVS PHARMACY, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

81. Defendant, **EDC DRUG STORES, INC.**, f/k/a KERR DRUG STORES, INC., was and is a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, EDC DRUG STORES, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. EDC DRUG STORES, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The

exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

82. Defendant, **ESTÉE LAUDER INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, ESTÉE LAUDER INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. ESTÉE LAUDER INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

83. Defendant, **ESTÉE LAUDER INTERNATIONAL, INC.**, individually and as successor to CLINIQUE, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, ESTÉE LAUDER INTERNATIONAL INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. ESTÉE LAUDER INTERNATIONAL INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the

State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

84. Defendant, **THE ESTÉE LAUDER COMPANIES INC.**, individually and as successor to CLINIQUE, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, THE ESTÉE LAUDER COMPANIES INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Estee Lauder talc products, including but not limited to White Linen perfumed talc, used by others living in the same household with Plaintiff. THE ESTÉE LAUDER COMPANIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

85. Defendant, **FOOD LION, LLC**, was and is a North Carolina limited liability company with its principal place of business in North Carolina. At all times material hereto, FOOD LION, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens, and Gold Bond talc products, purchased and used by Plaintiff. FOOD LION, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial

business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

86. Defendant, **GENUINE PARTS COMPANY**, d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (NAPA), was and is a Georgia corporation with its principal place of business in Georgia. At all times material hereto, GENUINE PARTS COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products, including but not limited to NAPA and Raylock brakes, and NAPA gaskets purchased and used by Plaintiff on his personal and family vehicles. GENUINE PARTS COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

87. Defendant, **GLAMOUR INDUSTRIES CO.**, individually and as an S-corporation of AMERICAN INTERNATIONAL INDUSTRIES successor-in-interest to PINAUD, INC., BARBARA ALICE, INC., ED. PINAUD, INC. d/b/a ED. PINAUD, and NESTLE-LE MUR COMPANY, all for the CLUBMAN line of products, was and is a California corporation with its principal place of business in California. At all times material hereto, GLAMOUR INDUSTRIES CO. was authorized to do business in the State of South Carolina while engaged, directly or

indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Clubman talc products used by Plaintiff and others living in the same household with Plaintiff. GLAMOUR INDUSTRIES CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

88. Defendant, **HIMMEL MANAGEMENT CO. LLC** a/k/a HIMMEL GROUP, formerly d/b/a MARTIN HIMMEL INC., individually and as successor to BLOCK DRUG COMPANY INC., successor to THE GOLD BOND STERILIZING POWDER CO. a/k/a THE GOLD BOND CO., was and is a Florida limited liability company with its principal place of business in New York. At all times material hereto, HIMMEL MANAGEMENT CO. LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. HIMMEL MANAGEMENT CO. LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

89. Defendant, **HIMMEL MEDIA LLC.**, individually and as successor to BLOCK DRUG COMPANY INC., successor to THE GOLD BOND STERILIZING POWDER CO. a/k/a THE GOLD BOND CO., was and is a Delaware limited liability company with its principal place of business in New York. At all times material hereto, HIMMEL MEDIA LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. HIMMEL MEDIA LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

90. Defendant, **HONEYWELL INTERNATIONAL, INC.**, individually and as successor-in-interest to ALLIED SIGNAL, INC., as successor to BENDIX CORPORATION, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, HONEYWELL INTERNATIONAL, INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products, including but not limited to Bendix brakes, purchased and used by Plaintiff on his personal and family vehicles. HONEYWELL INTERNATIONAL, INC. is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

91. Defendant, **IDELLE LABS, LTD.**, was and is a Texas corporation with its principal place of business in Texas. At all times material hereto, IDELLE LABS, LTD. was authorized to do business in the State of South Carolina and Florida while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. IDELLE LABS, LTD. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

92. Defendant, **IMI FABI (DIANA) LLC**, was a North Carolina limited liability company with its principal place of business in West Virginia. At all times material hereto, IMI FABI (DIANA) LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products, used by others living in the same household with Plaintiff. IMI FABI (DIANA) LLC is

sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

93. Defendant, **IMI FABI (USA) INC.**, was and is a Delaware corporation with its principal place of business in West Virginia. At all times material hereto, IMI FABI (USA) INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products, used by others living in the same household with Plaintiff. IMI FABI (USA) INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

94. Defendant, **IMI FABI, LLC**, was and is a West Virginia limited liability company with its principal place of business in West Virginia. At all times material hereto, IMI FABI, LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc including, but not limited to, asbestos-containing talc fiber supplied to J&J, Avon, Vi-Jon, Chanel, Estee Lauder and other talc products, used by others living in the same household with Plaintiff. IMI FABI, LLC is sued as a Product Defendant.

Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

95. Defendant, **JANSSEN PHARMACEUTICALS, INC.**, individually and as successor-in-interest to Johnson & Johnson subsidiaries named JOHNSON & JOHNSON CONSUMER INC., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI", was and is a Pennsylvania corporation with its principal place of business in New Jersey. At all times material hereto, JANSSEN PHARMACEUTICALS, INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. JANSSEN PHARMACEUTICALS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

96. Defendant, **JOHNSON & JOHNSON**, was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing,

converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. JOHNSON & JOHNSON is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

97. Defendant, **JOHNSON & JOHNSON HOLDCO (NA) INC.**, f/k/a JOHNSON & JOHNSON CONSUMER INC., individually and as successor-in-interest to Johnson & Johnson subsidiary "Old JJCI", was and is a New Jersey corporation with its principal place of business in New Jersey. At all times material hereto, JOHNSON & JOHNSON HOLDCO (NA) INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. JOHNSON & JOHNSON HOLDCO (NA) INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

98. Defendant, **KENVUE INC.**, individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC., was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, KENVUE INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. KENVUE INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

99. Defendant, **L'ORÉAL USA, INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, L'ORÉAL USA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Drakkar Noir talc powder, used by Plaintiff and others living in the same household with Plaintiff. L'ORÉAL USA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

100. Defendant, **L'ORÉAL USA PRODUCTS, INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, L'ORÉAL USA PRODUCTS, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Drakkar Noir talc powder, used by Plaintiff and others living in the same household with Plaintiff. L'ORÉAL USA PRODUCTS, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

101. Defendant, **LLT MANAGEMENT LLC**, f/k/a LTL MANAGEMENT LLC is a Texas limited liability company with its principal place of business in the State of New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Products, LTL MANAGEMENT LLC is sued herein as the other Defendants have each asserted as between themselves that LTL MANAGEMENT LLC has also assumed the liabilities for those Products and claim that LTL MANAGEMENT LLC is a party responsible and liable to Plaintiff for their injuries as it relates to Johnson & Johnson Baby Powder, Shower to Shower and possibly other talc products used by Plaintiff in the State of South Carolina, Florida and Illinois. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

102. Defendant, **LONG'S DRUGSTORES OF SOUTH CAROLINA, INC.**, was and is a South Carolina company with its principal place of business in South Carolina. At all times material hereto, LONG'S DRUGSTORES OF SOUTH CAROLINA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson and Gold Bond talc products, purchased and used by Plaintiff. LONG'S DRUGSTORES OF SOUTH CAROLINA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury, occurred in the State of South Carolina.

103. Defendant, **LTL MANAGEMENT LLC**, was a North Carolina limited liability company with its principal place of business and headquarters in the State of New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Products, LTL MANAGEMENT LLC is sued herein as the other Defendants have each asserted as between themselves that LTL MANAGEMENT LLC has also assumed the liabilities for those Products and claim that LTL MANAGEMENT LLC is a party responsible and liable to Plaintiff for their injuries as it relates to Johnson & Johnson Baby Powder, Shower to Shower and possibly other talc products used by Plaintiff in the State of South Carolina, Florida and Illinois. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

104. Defendant, **MINERALS TECHNOLOGIES INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, MINERALS TECHNOLOGIES INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied to Clubman talc products and Gold Bond talc products, used by Plaintiff and others living in the same household with Plaintiff. MINERALS TECHNOLOGIES INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

105. Defendant, **THE NESLEMUR COMPANY**, f/k/a THE NESTLE-LEMUR COMPANY, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, THE NESLEMUR COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing talc fiber supplied to Clubman talc products, used by Plaintiff and others living in the same household with Plaintiff. THE NESLEMUR COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this

Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

106. Defendant, **PIGGLY WIGGLY, LLC**, a subsidiary of C&S WHOLESALE GROCERS, LLC., individually and as successor-in-interest to FLEMING COMPANIES, INC. successor-in-interest to PIGGLY WIGGLY COMPANY, was and is a New Hampshire limited liability company with its principal place of business in New Hampshire. At all times material hereto, PIGGLY WIGGLY, LLC was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Johnson & Johnson, Ammens and Gold Bond talc products, purchased and used by Plaintiff. PIGGLY WIGGLY, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

107. Defendant, **PNEUMO ABEX LLC**, individually and as successor-in-interest to ABEX CORPORATION, was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, PNEUMO ABEX LLC was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing products, materials, or equipment including, but not limited to, asbestos-containing friction products, including but not limited to Abex/Raylock brakes, purchased and used by

Plaintiff on his personal and family vehicles. PNEUMO ABEX LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

108. Defendant, **PRESERSE CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, PRESERSE CORPORATION was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied to Avon, Chanel, Coty and Estee Lauder for use in their talc products used by Plaintiff and others living in the same household with Plaintiff. PRESERSE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

109. Defendant, **THE PROCTER & GAMBLE COMPANY**, individually and as successor-in-interest to SHULTON INC., was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE PROCTER & GAMBLE COMPANY was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial

amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing Old Spice talc products and Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. THE PROCTER & GAMBLE COMPANY is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

110. Defendant, **PTI ROYSTON, LLC** d/b/a PHARMA TECH INDUSTRIES f/k/a PHARMA TECH INDUSTRIES, INC. f/k/a BLACK CREEK CORPORATION, was and is a Delaware limited liability company with its principal place of business in Georgia. At all times material hereto, PTI ROYSTON, LLC was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing Johnson & Johnson Baby Powder and Shower to Shower talc products, used by Plaintiff and others living in the same household with Plaintiff. PTI ROYSTON, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

111. Defendant, **PTI UNION LLC** d/b/a PHARMA TECH INDUSTRIES, individually and as successor-in-interest to PHARMA TECH INDUSTRIES, INC. f/k/a BLACK CREEK

CORPORATION, as successor-in-interest to DIRECT PHARMACEUTICAL CORPORATION and as successor-in interest to ENVI DIVERSIFIED, INC. f/k/a PHARMA-TECH INDUSTRIES, INC., was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, PTI UNION LLC was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, asbestos-containing talc fiber supplied, distributed and/or manufactured for Gold Bond talc products and Ammens Medicated talc powder, used by Plaintiff and others living in the same household with Plaintiff. PTI UNION LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

112. Defendant, **RALPH LAUREN CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, RALPH LAUREN CORPORATION was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, asbestos-containing Polo talc powder, used by Plaintiff and others living in the same household with Plaintiff. RALPH LAUREN CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the

sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

113. Defendant, **RITE AID OF SOUTH CAROLINA, INC.**, was and is a South Carolina corporation with its principal place of business in Pennsylvania. At all times material hereto, RITE AID OF SOUTH CAROLINA, INC. was authorized to do business in the State of South Carolina while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. RITE AID OF SOUTH CAROLINA, INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

114. Defendant, **SHULTON INC.**, was and is an New Jersey corporation with its principal place of business in Ohio. At all times material hereto, SHULTON INC. was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing Old Spice talc products used by Plaintiff and others living in the same household with Plaintiff. SHULTON INC. is sued as a Product Defendant. Furthermore, this Defendant has done

and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

115. Defendant, **SPECIALTY MINERALS INC.**, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, SPECIALTY MINERALS INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber supplied, distributed and/or manufactured for to Gold Bond, Clubman and Coty talc products used by Plaintiff and others living in the same household with Plaintiff. SPECIALTY MINERALS INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

116. Defendant, **SUMITOMO CORPORATION OF AMERICAS**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, SUMITOMO CORPORATION OF AMERICAS was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products, including, but not limited to, asbestos-containing talc fiber

supplied to Avon, Chanel, Coty and Estee Lauder for use in their talc products used by Plaintiff and others living in the same household with Plaintiff. SUMITOMO CORPORATION OF AMERICAS is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

117. Defendant, **UNION CARBIDE CORPORATION**, was and is a New York corporation with its principal place of business in Texas. At all times material hereto, UNION CARBIDE CORPORATION was authorized to do business in the State of South Carolina and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc and/or asbestos-containing talc products including, but not limited to, Calidria asbestos fibers sold to US Gypsum, National Gypsum, Gold Bond, Georgia Pacific, Kelly Moore and others, for use in drywall joint compounds and other construction materials. UNION CARBIDE CORPORATION is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

118. Defendant, **VI-JON, LLC** f/k/a VI-JON, INC. f/k/a CUMBERLAND SWAN, was and is a Delaware limited liability company with its principal place of business in Missouri. At all times material hereto, VI-JON, LLC was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing,

manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc sold and bottled for Walgreens and other retailers of talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. VI-JON, LLC is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

119. Defendant, **WALGREEN CO.**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, WALGREEN CO. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly, in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. WALGREEN CO. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

120. Defendant, **WALMART INC.**, was and is a Delaware corporation with its principal place of business in Arkansas. At all times material hereto, WALMART INC. was authorized to do business in the State of South Carolina, Florida and Illinois while engaged, directly or indirectly,

in the business of mining, designing, manufacturing, processing, importing, converting, compounding, supplying, installing, replacing, repairing, using, and/or retailing substantial amounts of asbestos-containing talc products including, but not limited to, Gold Bond, Johnson & Johnson, Shower to Shower, Stetson, Old Spice, Ammens, and Clubman, purchased and used by Plaintiff and others living in the same household with Plaintiff. WALMART INC. is sued as a Product Defendant. Furthermore, this Defendant has done and does substantial business in the State of South Carolina, including the sale and distribution of its dangerous and/or defective products and services. The exposures to this Defendant's products, actions, inactions, and/or other activities, which caused or contributed to cause Plaintiff Michael L. Perry's disease and injury.

BACKGROUND FACTS

121. Plaintiff Michael L. Perry brings this action for monetary damages as a result of contracting an asbestos-related disease.

122. Plaintiff Michael L. Perry was diagnosed with Mesothelioma on or about July 7, 2023.

123. Plaintiff Michael L. Perry's mesothelioma was caused by his exposure to asbestos through his personal use, and his family's use, of asbestos-containing Talc Powder Products where asbestos-containing talc was a constituent ingredient throughout his life.

124. During his work history, Plaintiff was exposed to Defendants' asbestos-containing construction materials removed and replaced as a bystander to construction work and remodel performed in some of the hotels where he worked in various capacities of employment and management from approximately mid 1980s to approximately 1998 and in the early 2000s. These facilities were located in South Carolina and Illinois.

125. Plaintiff also was exposed to Defendants' asbestos-containing friction products during various times throughout his life while performing maintenance and changing the brakes

on his personal vehicles and his family's vehicles from approximately 1984-1987. These activities exposed Plaintiff to asbestos, asbestos dust and fibers.

126. Plaintiff Michael L. Perry used, or had used on him by his parents and grandparents, the Talc Powder Products from 1969 continuously until approximately 2018, but does not know the precise date he stopped. He frequently and regularly dusted the Talc Powder Products on various parts of his body which at varying times may have included amongst other areas: neck, shoulders, collarbones, chest, arms, armpits, legs, genital area, and feet. During this time he repeatedly inhaled, ingested, and was regularly exposed to asbestos dust emanating from the asbestos laden talc within the Talc Powder Products permeating his person and clothes in his Illinois, Florida and South Carolina homes. All of these activities exposed Plaintiff to asbestos, asbestos dust and fibers.

127. Plaintiff also claims exposure from the Defendant talc suppliers, mines, mills, and labs named in his complaint that provided asbestos-containing talc as a constituent ingredient to the Talc Powder Products that he used.

128. Each use of the Talc Powder Products was an intended and foreseeable use of the products based on the advertising, marketing and labeling of the product. It was foreseeable Defendants' asbestos-containing talc products would be sold for personal use by individuals like Plaintiff Michael L. Perry on himself. Plaintiff was thereby exposed to defendants' asbestos-containing Talc Powder Products in the State of South Carolina and other states at times relevant to this action.

129. Plaintiff Michael L. Perry'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 Michael L. Perry's mesothelioma and other related injuries and therefore under South Carolina law, is the legal cause of Plaintiff's injuries and damages.

130. Plaintiff Michael L. Perry was not aware at the time of exposure that asbestos or asbestos-containing talc products presented any risk of injury and/or disease.

131. 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.

132. As a direct and proximate result of the conduct as alleged within, Plaintiff Michael L. Perry 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.

133. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Michael L. Perry 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 Michael L. Perry's medical treatment is ascertained.

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

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

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

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

136. At all times herein mentioned, each of the named Defendants 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-containing talc products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry on himself. Plaintiff was thereby exposed to Defendants’ asbestos-containing talc products in the State of South Carolina.

137. 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, distributed, bought, offered for sale, supplied, sold, inspected, marketed, rebranded, manufactured for others, packaged and advertised, a certain product, namely asbestos-containing talc products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, in that said products caused personal injuries to Plaintiff

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

138. The asbestos and asbestos-containing talc 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 talc products from causing Plaintiff Michael L. Perry’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff’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 talc 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 Michael L. Perry. Defendants and/or their “alternate entities” had a duty to exercise due care in the pursuance of the activities mentioned above and Defendants, each of them, breached said duty of due care.

139. Defendants, and/or their “alternate entities” knew or should have known, and intended that the aforementioned asbestos and asbestos-containing talc 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 personal use by individuals like Plaintiff Michael L. Perry on himself, resulting in the release of

airborne asbestos fibers, and that through such foreseeable use and/or handling by exposed persons, including Plaintiff Michael L. Perry, would use or be in proximity to and exposed to said asbestos fibers.

140. At all times relevant, Defendants and/or their “alternate entities” were aware of their asbestos and asbestos-containing talc products’ defect but failed to adequately warn Plaintiff Michael L. Perry, Plaintiff’s family members or others in their vicinity, as well as failed to adequately warn others of the known hazards associated with their products and/or failed to recall or retrofit their products. A reasonable manufacturer, distributor, or seller of Defendants’ products would have, under the same or similar circumstances, adequately warned of the hazards associated with their products.

141. Plaintiff Michael L. Perry, 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 talc products occurred at various locations as set forth in this Complaint.

142. Plaintiff Michael L. Perry suffers from mesothelioma, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiff Michael L. Perry was not aware at the time of exposure that asbestos or asbestos-containing talc products presented any risk of injury or disease.

143. Defendants’ conduct and defective products as described in this cause of action were a direct cause of Plaintiff Michael L. Perry’s injuries, and all damages thereby sustained by Plaintiff Michael L. Perry. Plaintiffs therefore seek all compensatory damages in order to make them whole, according to proof.

144. Furthermore, the conduct of Defendants and/or their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Michael L.

Perry 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 and others similarly situated.

145. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, distributing, buying, offering for sale, supplying, selling, inspecting, servicing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos-containing talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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 talc 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 talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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.”

146. 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 talc products, or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, 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-containing talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, would assume, and in fact did assume, that

exposure to asbestos-containing talc products was safe, when in fact said exposure was extremely hazardous to health and human life.

147. 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, distribution, purchase, offer for sale, supply, sale, inspection, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos-containing talc products and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry. 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-containing talc products to cause injury to “exposed persons” without warning them of the potential hazards and further induced persons to use and be exposed thereto, including Plaintiff Michael L. Perry.

148. Plaintiff Michael L. Perry and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff. The dangers inherent in the use of these products were not readily recognizable by Plaintiff Michael L. Perry or other exposed persons. Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Plaintiff and others similarly situated were exposed.

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

150. The herein-described conduct of Defendants and their “alternate entities,” was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiffs, for the sake of example and by way of punishing said Defendants, 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:

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

152. Plaintiff Michael L. Perry suffered from mesothelioma, a cancer related to exposure to asbestos, asbestos-containing talc products and products manufactured for foreseeable personal use by individuals like Plaintiff. Plaintiff Michael L. Perry was not aware at the time of exposure that asbestos or asbestos-containing talc products presented any risk of injury and/or disease.

153. The Products Defendants’ conduct and defective products as described above were a direct cause of Plaintiff Michael L. Perry’s injuries, and the injuries and damages thereby sustained by Plaintiffs.

154. Furthermore, the Defendants’ conduct and that of their “alternate entities” in continuing to market and sell products which they knew were dangerous to Plaintiff Michael L. Perry 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 Michael L. Perry and others similarly situated.

155. 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 personal use by individuals like Plaintiff Michael L. Perry, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or handling, “exposed persons,” including Plaintiff, would use or be in proximity to and exposed to said asbestos fibers.

156. Plaintiff Michael L. Perry, 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 personal use by individuals like Plaintiff Michael L. Perry, referred to herein in a manner that was reasonably foreseeable. Plaintiff Michael L. Perry’s exposure to asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry occurred at various locations as set forth in this Complaint.

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

158. The asbestos and asbestos-containing talc 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 talc products, and products manufactured for foreseeable personal use by individuals from causing Plaintiff Michael L. Perry’s mesothelioma, due to an inability of any asbestos-alternative to penetrate the pleural lining of Plaintiff’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 talc products of Defendants and/or

their “alternate entities.” The gravity of the potential harm resulting from the use of Defendants’ asbestos or asbestos-containing talc products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

159. The defect existed in the said products at the time they left the possession of defendants and/or their “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 Michael L. Perry herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

160. Plaintiff Michael L. Perry and other exposed persons did not know of the substantial danger of using Defendants’ asbestos, asbestos-containing talc products, or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry. The dangers inherent in the use of these products were not readily recognizable by Plaintiff or other exposed persons. Said Defendants and/or their “alternate entities” further failed to adequately warn of the risks to which Plaintiff Michael L. Perry and others similarly situated were exposed.

161. Defendants’ defective products as described above were a direct cause of Plaintiff Michael L. Perry’s injuries, and the damages thereby sustained.

162. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, distributing, buying, offering for sale, supplying, selling, inspecting, servicing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos, asbestos-containing talc products, and products

manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, Defendants and/or their “alternate entities,” and each of them, did so with conscious disregard for the safety of Plaintiff and other exposed persons who came in contact with the asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals, 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 talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry, including, but not limited to, mesothelioma, asbestosis, other lung damages and cancers. This knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the assistance of Defendants and/or their “alternate entities.”

163. Defendants and/or their “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 talc products, had no knowledge or information indicating that asbestos or asbestos-containing talc products or products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry 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 talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry would assume, and in fact did assume, that exposure to asbestos and asbestos-containing products was safe, when in fact exposure was extremely hazardous to health and human life.

164. The above-referenced conduct of Defendants and/or their “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, distribution, purchase, offer for sale, supply, sale, inspection, marketing,

warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry. 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 Michael L. Perry and other exposed persons and induced persons to use, be exposed to, and thereby injured by asbestos, asbestos-containing talc products, and products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry.

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

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

167. At all times herein mentioned, each of the named Defendants, and/or their “alternate entities,” was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as “alternate entities,” engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, distributing, buying, offering for sale, supplying, selling, inspecting, servicing, marketing, warranting, re-branding, manufacturing for

others, packaging and advertising a certain product, namely products containing asbestos and talc products manufactured for foreseeable personal use by individuals like Plaintiff Michael L. Perry.

FOR A THIRD CAUSE OF ACTION
(Negligence Per Se)

As a Third Distinct Cause of Action for Negligence Per Se, Plaintiffs Complain of Defendants, and Allege as Follows:

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

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

170. 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 Plaintiff Michael L. Perry. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on their 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.

171. The negligence per se of Defendants was a proximate cause of Plaintiff Michael L. Perry's injuries.

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

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

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

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

174. The implied warranty made by the Defendants and/or their “alternate entities” that the asbestos and asbestos-containing talc 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 Michael L. Perry used the talc products and was inhaled by Plaintiff Michael L. Perry.

175. 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 Michael L. Perry was exposed to Defendants’ asbestos, asbestos-containing talc products, and/or products manufactured for personal use by individuals like Plaintiff Michael L. Perry and consequently developed mesothelioma, causing Plaintiffs to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

177. That during, before and after Plaintiff Michael L. Perry’s exposure to asbestos products manufactured by Defendants and/or their “alternate entities”, the Defendants and/or their “alternate entities” falsely represented facts, including the dangers of asbestos exposure to Plaintiff Michael L. Perry 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 Michael L. Perry. 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.

178. The foregoing representations were material conditions precedent to Plaintiff Michael L. Perry's continued exposure to asbestos-containing talc products. Defendants and/or their "alternate entities" each intended that Plaintiff Michael L. Perry act upon the representations by continuing his personal use of, and thereby exposure to, the asbestos-containing talc products. Plaintiff Michael L. Perry was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

179. As a direct and proximate result, Plaintiff Michael L. Perry's reliance upon Defendants' false representations, Plaintiff has suffered injury and damages as described herein.

FOR A SIXTH CAUSE OF ACTION

(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

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

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

181. For decades, defendants manufactured products composed of talc that were sold and marketed as safe for daily use by consumers on their person to give off a pleasant smell, mask odors, prevent chaffing and/or absorb moisture. Defendants' products were advertised as healthful for babies, children and adults and to be applied regularly to maintain freshness, keep skin soft, mask odors with a floral fragrance, prevent chaffing and/or absorb moisture.

182. Defendants and the Cosmetic, Toiletry & Fragrance Association (n/k/a Personal Care Products Council) ("CTFA") made false statements to plaintiff, the general public, news media and government agencies that exercise regulatory authority over the cosmetic industry, including, but not limited to, the U.S. Food & Drug Administration ("FDA"), the National Institute of Occupational Health and Safety ("OSHA"), the National Institute for Occupational Safety and Health ("NIOSH"), the Mine Health and Safety Administration ("MHS"), and the National

Toxicology Program (“NTP”), which, in turn, proximately caused plaintiff’s harm through intentional efforts to deceive the general public as to the safety of and presence of carcinogens, including asbestos, in talc-containing products.

183. Defendants and CTFA, for decades before Plaintiff Michael L. Perry was born, possessed medical and scientific data that raised concerns regarding the presence of carcinogens, including asbestos, in talc and that demonstrated the existence of health hazards to those exposed to asbestos-containing talcum powder products.

184. Talc is a hydrous magnesium silicate, inorganic material that is mined from the earth. It is used in the manufacture of goods, such as paper, plastic, paint and coatings, rubber, food, electric cable, ceramics, and cosmetics. In its loose form and as used in defendants’ products, talc is known as “talcum powder.”

185. Geologists, Defendants and CTFA—and their suppliers, experts, agents and advisors—have long known that the deposits in the earth that are associated with talc are also associated with the formation of asbestos. “Asbestos” is a commercial and legal term, rather than a geologic or scientific term, referring to six now-regulated magnesium silicate minerals that occur in fibrous form, including the serpentine mineral chrysotile, and amphibole minerals such as actinolite, anthophyllite, tremolite, amosite and crocidolite. The United States Geological Survey on Commercial Talc production in 1965, as well as those dating back to the 1800s, note the presence of tremolite, anthophyllite and chrysotile commonly among those minerals found within talc deposits.

186. Defendants, some of which have been and still are the largest talc producers and/or talc-containing product manufactures in the world, admit that they have long employed and/or consulted with doctors, scientists, geologists, mineralogists and toxicologists, and that they have long maintained extensive medical and scientific libraries and archives containing materials

relating to the health hazards of talc and the presence of carcinogens, including asbestos, in talc and talc deposits.

187. Beginning in the 1930s, medical and scientific literature emerged indicating talc was commonly, if not invariably, contaminated with substances known or suspected of being carcinogenic, such as asbestos, silica, quartz, nickel and arsenic. Within the next several decades, an ever-growing body of medical and scientific literature demonstrated that direct and secondary exposure to talc, including asbestos-containing talc, was hazardous to exposed persons' health in that it could cause lung disease, cancer and death.

188. Defendants and their affiliates, employees, agents and/or suppliers were members of the National Safety Council. In March of 1933, Waldemar C. Dreesen of the United States Public Health Service reported to the National Safety Council the results of a study conducted among tremolite, talc and slate workers. The study indicated that the talc was a hydrous calcium magnesium silicate, being 45% talc and 45% tremolite, and the National Safety Council stated, "The results of the study seemed to indicate a relationship between the amount of dust inhaled and the effect of this dust on the lungs of the workers." As early as 1934, the National Safety Council was publishing that "a cause of severe pulmonary injury is asbestos, a silicate of magnesium." In the September 1935 issue of National Safety News, an article entitled "No Halfway Measures in Dust Control" by Arthur S. Johnson reported lowered lung capacity resulting from "asbestosis" and "similar conditions" that developed "from exposure to excess of many mineral dusts relatively low in free silica content." The article further noted that claims for disabilities from workers who alleged exposure to "clay, talc, emery, and carborundum dusts" had "claims prosecuted successfully." The article concluded that "[i]n the absence of adequate diagnoses, occupational histories and a more satisfactory method of adjudicating claims than prosecution at common law, we must conclude that it is necessary to find a practical method for controlling all mineral dusts."

189. In 1936, the National Safety Council published an article entitled “Lesser Known Facts About Occupational Diseases” that found “exposure to asbestos fibers, present in the weaving and grinding of dry asbestos material, offers another type of dust which may cause fatalities among workers.” In 1958, The New York Department of Labor published Industrial Code Rule No. 12 establishing regulations applying to all employees and employers relating to dangerous air contaminants and listing both asbestos and talc as such substances.

190. In 1968, a study presented at the American Industrial Hygiene Conference & Exposition and published in the American Industrial Hygiene Association Journal concluded that “[a]ll of the 22 talcum products analyzed have a...fiber content...averaging 19%. The fibrous material was predominantly talc but contained minor amounts of tremolite, anthophyllite, and chrysotile as these are often present in fibrous talc mineral deposits...Unknown significant amounts of such materials in products that may be used without precautions may create an unsuspected problem.” L. J. Cralley, et al., Fibrous and Mineral Content of Cosmetic Talcum Products, 29 Am. Ind. Hyg. Assoc. J. 350-354 (1968). Defendants were aware of these findings.

191. In 1968, a scientific study of store-bought, commercially available talcum powders conducted by the Occupational Health Program, National Center for Urban Industrial Health, was published and presented by the American Industrial Hygiene Association. Defendants were aware of this study. The study revealed that, contrary to popular belief, talcum powders were not entirely pure, but rather contained various fibrous minerals, including tremolite, anthophyllite and chrysotile. The study explained that such fibrous content was not unexpected because these types of fibers are often present in fibrous talc mineral deposits. Available documents indicate that during the same year and in the years following, at least one company began testing store-bought talcum powders for asbestos content. Despite tests showing some talcum powders contained

asbestos, there is no evidence that positive results or the brand names of contaminated products were communicated to any governmental agency, the media or the public.

192. A 1976 follow-up study conducted by researchers at Mount Sinai Hospital in New York concluded that “[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products.” Rohl A.N., et al., *Consumer Talcums and Powders: Mineral and Chemical Characterization*, 2 J. Toxicol. Environ. Health 255-284 (1976). The Mount Sinai study results were published by various newspapers, including the New York Times and the Washington Post, and Defendants were aware of same.

193. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on talc-containing products. Defendants and CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers (including asbestos hazards) associated with cosmetic talcum powder products, such as Defendants’ products.

194. In 1971, the New York City of Environmental Protection Administration Air Resources Board conducted a study of two “leading” brands of talcum powder using transmission electron microscopy (“TEM”) and X-ray diffraction (“XRD”) analysis, and found them to contain 5-25% tremolite and anthophyllite asbestos.

195. Soon thereafter, a symposium was held in August of 1971 at the FDA to discuss the issue of asbestos content of talcum powders with the talc industry, government officials, and doctors and scientists from Mt. Sinai Hospital, which was then the epicenter of the medical and scientific study of asbestos. Among other statements, participants and attendees heard: that

asbestos should be banned in talcum powders; models should be set up to measure the levels exposure to asbestos experienced by persons using talcum powder containing asbestos at the lowest level of microscopic detection; and that finding asbestos in talc and talcum powder is extremely difficult, and the only truly reliable way to determine the asbestos content of talc and talcum powder is through TEM and electron diffraction. Defendants and CTFA, aware of the foregoing and citing costs as well as their fear of the public learning talc was contaminated with asbestos, ignored and completely rejected any measures to meaningfully test talc products to make sure they were free from asbestos and other carcinogens.

196. After this 1971 symposium, Dr. Weissler of the FDA hired Dr. Seymour Z. Lewin to test commercially available talcum powders for asbestos. Dr. Lewin tested 195 samples and found asbestos of varying amounts in 43. Many of Dr. Lewin's positive results were eventually corroborated by Pfizer Inc. The results, however, were uncorroborated by two other laboratories, leading the FDA to the conclusion that XRD, optical and electron microscopy, and electron diffraction must be used to detect asbestos in talc and talcum powders.

197. Dr. Lewin of New York University disclosed twice in 1972 that asbestos had been found in cosmetic talc. In a report to the FDA on August 3, 1972, Dr. Lewin reported that of 195 talc products, 20 had tremolite, 7 had chrysotile, 9 had both tremolite and chrysotile, and 7 had substantial percentages of one of both. XRD had been used as the first step in analysis and the presence of asbestos and was verified by the use of optical microscopy to disclose the presence of significant numbers of fibers. Shortly thereafter, Dr. Lewin reported to Whittaker, Clark & Daniels Inc. on September 30, 1972, that Italian talc 1615 contained about 2% tremolite and 0.5% chrysotile as determined with XRD and detailed microscopic exam. In a July 31, 1973, review of Dr. Lewin's testing of 195 talc samples, the FDA found "good semi-quantitative agreement" for tremolite on selected samples re-analyzed using optical microscope analysis by FDA and XRD by

Pfizer. Agreement was not as good for chrysotile, but the review did warn that optical microscopy could “completely miss the presence of chrysotile if the fibers are submicroscopic, which may well be the case in finely-milled talc.” In 1972, ES Laboratories reported that “1615” talc contained 1% chrysotile and that “4615” talc contained 3% chrysotile and 3% anthophyllite. An August 23, 1973, report by Johns-Manville on TEM analysis of commercial talcs reported that nine of fourteen samples contained chrysotile. Only five samples did not have detectable levels of chrysotile. Pages from the laboratory notebook of Colgate-Palmolive Co. scientist Paul Briscese from March 7, 1976, show that Old Regal (North Carolina) talc tested positive for tremolite, New Montana talc tested positive for anthophyllite and tremolite, and Italian talc tested positive for tremolite.

198. A December 10, 1973, report of the CTFA’s Talc Subcommittee disclosed that optical microscope analyses of talcs from the Italian, Montana I & II, Alabama, Vermont, and North Carolina mines had failed the proposed FDA’s method because of elevated chrysotile concentrations. This December 10, 1973, CTFA report also showed that several laboratories had reported chrysotile in many of the talc samples sent by the CTFA for evaluation of analytical methods as well as the several identifications of asbestos in talc mentioned.

199. In the early 1970s, the FDA began an inquiry into whether to regulate and require warnings on consumer talcum powder products. CTFA, an exclusive lobbying and advocacy group representing companies engaged in the cosmetic products industry, including many of the Defendants herein, repeatedly conspired and worked in concert to block efforts to label and warn consumers regarding the dangers associated with cosmetic talcum powder products, such as Defendants’ products. On September 3, 1973, the FDA sent CTFA a letter regarding various means of measuring asbestos in talc, stating that “conventional methods employing X-ray diffraction or differential thermal analysis are not sufficiently reliable to produce quantitative results of the desired precision.” The FDA further advised CTFA that it “has been exploring refractory optical

microscopy as a means of measuring asbestos in talc.” CTFA responded to the FDA’s public notice on its proposed optical microscopy method on December 26, 1973. CTFA contended that the proposed method was not “reliable” for the detection of asbestos in talc, recommended a “collaborative effort between FDA and industry to develop such a method,” and urged deferment of the proposed rule. Minutes of CTFA’s Talc Subcommittee meeting on March 15, 1976, indicate that the FDA’s “Dr. Shaffner suggested the possibility of having industry report periodically on the results of its analysis to the FDA.” Dr. Estrin of CTFA responded that “the subcommittee would give serious consideration to this suggestion.”

200. Contemporaneously, evidence began to emerge from testing conducted by various regulatory agencies revealing that asbestos was being found in food, beer and drugs, including intravenously injected medicines. In 1972, and later in 1973, the FDA filed notices of proposed rulemaking requiring talc used in food, food packing and drugs to be completely free of asbestos. These were some of the same “grades” of talc used by Defendants.

201. The talc industry’s response, including that of the defendants, was swift and well-coordinated through CTFA, with which the defendants conspired and worked in concert to purposely create a flawed, voluntary testing and surveillance methodology for detecting asbestos in talc and block efforts to label and warn consumers regarding the dangers associated with the talc products, including defendants’ products.

202. Regarding the FDA’s proposed 1972 rule-making, the FDA Director of Product Development and Cosmetics, Dr. Schaffner, invited representatives of the talc industry to a meeting in August of 1972 to discuss the results of Dr. Lewin’s study and inform them that the FDA was preparing to release a “Proposed Statement of Policy On Asbestos in Cosmetics Containing Talc.” Dr. Schaffner explained that he was duty-bound and must publicize the brand names of the talcum powders that contained asbestos. CTFA’s president, Dr. Merritt, strongly

objected to the FDA alerting the general public and publishing the brand names of the talcum powders, as it would cause the manufactures “economic hardship.” Dr. Merritt also threatened to sue the FDA to prevent the disclosure of the brand names. As a result, the FDA, defendants and CTFA never revealed or publicized the brand names of the talcum powders that contained asbestos, much to the detriment of the plaintiff and the general public.

203. In 1973, CTFA created a talc subcommittee and the Scientific Advisory Committee to develop a testing methodology for detecting asbestos in talc. Initially, CTFA designated a group of its members to tests talc grades used in talcum powder utilizing the methodology proposed by the FDA in its notice of rulemaking. Six samples of talc used in commercially available talcum powders, plus one talc sample purposely spiked with tremolite and chrysotile, were circulated among the members, including representatives of defendants. Of the eight participating members, four found asbestos in every sample, three did not find asbestos in any sample (including the spiked sample), and one found asbestos only in the spiked sample. In conclusion, all members agreed that the best and most reliable method of detecting asbestos in talc is not optical microscopy, but rather TEM and electron diffraction. The same members, however, dispensed with this analytical method, claiming TEM and electron diffraction equipment was too expensive, despite defendants then owning or having unfettered access to same.

204. From there, the difference between what defendants and CTFA knew diverged from what they were representing to the FDA. Defendants, CTFA and others in the industry knew that there was no such thing as asbestos-free talc—only talc in which asbestos could not be detected using the prevailing, most economic analytical methodology, XRD, which at the time could not accurately identify chrysotile asbestos in talc, nor detect tremolite asbestos contamination levels below 2-5%.

205. Defendants and the CTFA also did not disclose to the FDA that the overwhelming majority of talcum powder manufacturers and sellers were not testing their products for asbestos, and even if they were testing, it was done so superficially: only four or so grams per 20 tons of pre-shipment and pre-processed talc, as an example. Defendants and CTFA also failed to inform the FDA that they were not testing off-the-shelf talc powder products, but rather old samples that were never from the end products themselves. They also failed to inform the FDA that they were limiting their testing of talc to only one type of asbestos fiber to the exclusion of all other fiber types that are commonly found in talc deposits. What is more, to the extent defendants found asbestos in their samples, these positive results were not reported to the FDA. Instead, on their behalf, CTFA sent letters to the FDA in March of 1976 fraudulently claiming that industry testing had shown all talcum powder products to be completely free of asbestos.

206. Beginning in 1975 and 1976, researchers at New York Air Resources Board, Mt. Sinai School of Medicine, and the FDA became increasingly concerned that CTFA, defendants and the cosmetic industries were slow to address the issue of asbestos in talc and talcum powders. Defendants had not issued any recalls, provided consumer warnings, informed the FDA of any effort to ensure that talcum powders on the market did not contain asbestos, or developed a reliable methodology or protocol for ensuring that talc and talcum powder did not contain asbestos.

207. Taking matters into their own hands, Mt. Sinai Hospital researchers published a follow-up article to Dr. Lewin's 1971 study that demonstrated that some of defendants' talcum powders contained over 20% asbestos. The researchers concluded that "[t]he presence in these products of asbestiform anthophyllite and tremolite, chrysotile, and quartz indicates the need for a regulatory standard for cosmetic talc...We also recommend that evaluation be made to determine the possible health hazards associated with the use of these products." The results of the Mount

Sinai study were known to the defendants and published the same year by the New York Times and the Washington Post.

208. Defendants and CTFA responded to these developments by falsely claiming that the industry was doing “everything” it could to solve the problem; issuing press releases falsely claiming that chrysotile had never been found in talcum powders; and intentionally suppressing data that showed tremolite was commonly found in talc and talcum powder.

209. CTFA subsequently began in earnest to produce a voluntary protocol and methodology that would provide defendants cover from both lawsuits and regulation. Egregiously, as concerned media members, citizens and regulators began asking more questions about which other brands of talcum powder contained asbestos, defendants and CTFA falsely represented that talcum powders have never contained asbestos.

210. Defendants and third parties collectively met with and corresponded with CTFA, as well as collectively met with the FDA and other government agencies, to individually and collectively advocate for the use of “voluntary” XRD testing of miniscule portions of the tons of talc to be used in consumer products. Defendants’ “voluntary” method—that was developed collectively by defendants and CTFA and advocated to the FDA in lieu of regulations requiring asbestos labeling or warnings on talcum powder products—was inadequate because levels of asbestos contamination in talc commonly fell below the detection limit of the testing methods. Defendants and CTFA also knew that asbestos contamination was not uniformly distributed, such that the miniscule amounts tested would not reveal the true level of contamination in talc products, such as those to which Plaintiff Michael L. Perry was exposed.

211. In support of its voluntary XRD methodology, which was finally published in 1977, CTFA produced letters to the FDA written by its members, including defendants, identifying tests conducted showing talcum powder products did not contain asbestos. CTFA, defendants and other

talc product producers, however, never informed the FDA of the hundreds of positive tests showing talc and talcum powders contained asbestos and other carcinogens.

212. CTFA “Method J4-1,” published on October 7, 1976, states that TEM-SAED “offers greater sensitivity, but is not presented since it is unsuitable for normal quality control applications.” The published method, rather, relies on XRD with “the level of detection of amphibole by this method [being] 0.5% and above.” CTFA met with and corresponded with defendants and third parties, to individually and collectively advocate to the FDA for the use of inadequate XRD testing on miniscule portions of the tons of talc obtained from the mining sources to be used in the consumer products, followed by fewer “periodic” tests by TEM. This voluntary method was developed by CTFA and defendants, and was advocated to the FDA by CTFA and defendants in lieu of regulations requiring labeling and warnings on talcum powder products, even though CTFA and defendants knew that the J4-1 method would not reveal the true level of asbestos in the talc that reached consumers. In fact, the first “round robin” tests, which analyzed a “CTFA Tremolite-Spiked Talc,” resulted in 6 of 7 participating laboratories failing to detect the tremolite. In other words, 84% of the industry’s laboratories failed to detect asbestos in a sample known to contain tremolite asbestos while using the CTFA’s own J4-1 method. There is no evidence that CTFA or defendants ever shared this remarkable failure with the FDA or the public.

213. Minutes of CTFA’s Talc Subcommittee from February 24, 1975, stated “It was agreed, however, that chrysotile is never found in cosmetic talcs, based on numerous analyses by several investigators...” When referring to the challenge of chrysotile detection, an article entitled “Talc” in the January/March 1976 CTFA Cosmetic Journal, states that “The only known backup method for a positive identification in this event, is [TEM] with selected area diffraction.” However, “despite many efforts, the committee had been unable to find a sample of cosmetic talc containing naturally occurring asbestos...it was asked, ‘Why should we test for chrysotile if there

isn't any?" CTFA's Specification for Cosmetic Talc, revised on October 7, 1976, falsely represented that no fibrous asbestos was detected in cosmetic talc. Even after 1976, CTFA and defendants continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos and other carcinogens in the talc being used to manufacture cosmetic products. However, CTFA and defendants continued to represent that no asbestos was detected in cosmetic talc. These material representations adversely and directly impacted the FDA's attempt to adequately test consumer talc for asbestos and regulate cosmetics. The most sensitive method of identifying or detecting asbestos in cosmetic talc, TEM-SAED, was not used because CTFA represented that its "ultra-sensitivity could be a problem" and that it was too expensive to use. Instead, its J4-1 method relied on XRD alone for detection of asbestos at greater concentrations than 0.5%, a concentration that could allow more than a billion asbestos fibers per gram of talc to be passed off as "asbestos-free."

214. Defendants and CTFA made and published such representations, claiming that their testing method was adequate, that they were ensuring that talcum powder products were safe, and that the talc reaching consumers was "safe," despite having substantial knowledge and evidence to the contrary. Defendants intentionally and knowingly did so to avoid FDA regulations that may have required them to place warnings regarding the asbestos content of their products, and thereby inform the public, including plaintiff, that talc-containing products contained asbestos.

215. CTFA then published an article in 1979 stating it conducted over three thousand tests of talcum powders and none of them found chrysotile. The article and report failed to disclose whether the talcum powders tested contained tremolite, anthophyllite or any other form of asbestos. This publication of half-truths was conveyed to the FDA and the public with the purpose of preventing regulations of cosmetic products. Thereafter CTFA's methodology became the

standard by which nearly all talc was analyzed by the entire industry, including talc used in cosmetic and hygiene products today.

216. CTFA and defendants have represented to various news media outlets and the public at large that their products are “asbestos-free,” when, in fact, their products did test positive for asbestos and those that did not were merely the result of inadequate and imprecise testing methods. “No asbestos detected” does not mean the product does not contain asbestos, but due to defendants’ repeated conflation of the terms, the public has been led to erroneously believe talc products are safe. Furthermore, since defendants and CTFA did not have sufficient testing protocols in place to support the claims that talc products were safe or asbestos-free, such statements were recklessly made, as they had no reason to believe them.

217. Between 1970 and the 1990s, tests conducted by and on behalf of defendants and the talc industry continued to show that talc and talcum powder products contained asbestos. None of these positive tests have ever been produced or made known to any regulatory agency, and knowledge of their existence is only because of civil litigation.

218. Defendants and CTFA’s failure to disclose these positive results and the inadequacies of their testing protocols continued through the 1980s, 1990s and 2000s, even when various government agencies raised concerns about the safety of talc, including the issue of asbestos content.

219. To this day, many talc-containing products presently on the market contain asbestos. Instead of publicizing this fact, defendants and CTFA continue to deny all the above to protect their pecuniary interests, to the severe detriment of the public, including Plaintiff.

220. Since at least 1979, defendants have conducted a campaign to convince the public that their products are regulated by the FDA, that their tests are conducted pursuant to FDA regulations, and that talcum powder products are, therefore, safe. Nothing could be further from

the truth: the FDA has never been assigned a budget by Congress to regulate cosmetics, including asbestos and other carcinogens in talcum powders. Defendants' concerns for the safety of their products have always been voluntary and under the auspices of CTFA, a private industry group, that in its 40 years has only banned the use of 11 ingredients in all cosmetics ever sold in the United States. Indeed, as of today, asbestos-containing talc in cosmetics has not been banned or otherwise regulated by CTFA or the FDA.

221. Defendants (and other entities in the talc industry and cosmetic industries, including the CTFA), individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in both their finished products as well as talc shipments from Talc Supplier Defendants and other sources that were used to produce finished products.

222. Defendants, and even the outside laboratories, including McCrone Associates, sent letters to CTFA, to be and which were forwarded to the FDA, stating that results of testing of talc used by them after 1972 had not revealed the presence of amphibole or chrysotile asbestos, when in fact all of these entities had received or performed tests indicating the contrary when such false representations were made.

223. After 1976, defendants and CTFA continued to obtain and/or receive results of testing performed internally and externally indicating the presence of asbestos in talc.

224. Defendants failed to place any warning on their talc and talcum powder products or ever disclose the fact that these products contained carcinogens, including asbestos, at any point, up to and including the present, despite the clear hazard and direct information that their products did and continue to contain such carcinogens.

225. Defendants and CTFA, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture,

sale, distribution and use of talcum powder products, and controlled the level of knowledge and information available to the public, including Plaintiff, regarding the hazards of exposure to carcinogens, including asbestos, from talc and talc-containing products.

226. Defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including Plaintiff, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos in their talc and talc-containing products.

227. Defendants and CTFA, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder products, including those to which Plaintiff Michael L. Perry was exposed.

228. Defendants and CTFA, while cognizant of the aforementioned data, deliberately chose to ignore the health and safety issues raised in said data and embarked upon a plan of deception intended to deprive the public at large, including plaintiff, of alarming medical and scientific findings, many of which remained in their exclusive possession and under their exclusive control.

229. Defendants and CTFA conspired and/or acted in concert with each other and/or with other entities through agreement and consciously parallel behavior:

- (a) to withhold from users of their products—and from persons who they knew and should have known would be exposed thereto—information regarding the health risks of inhaling and/or ingesting asbestos and other carcinogens contained in talc and talcum powder products;
- (b) to eliminate, suppress or prevent investigation into the health hazards of exposure to asbestos and other carcinogens in talc and talcum powder products;

- (c) to ensure that asbestos-containing talc and talcum powder products became widely used in commerce, irrespective of the potential and actual risk of harm to the users and consumers from the asbestos and other carcinogens therein; and
- (d) to falsely represent that talc and talcum powder products, including those of defendants, were safe and healthful for use by consumers.

230. Plaintiff reasonably and in good faith relied upon the false and fraudulent representations made by defendants and CTFA regarding the hazards of talc and talcum powder products that contained asbestos and other carcinogens, and he was, therefore, deprived of an opportunity to make informed decisions concerning use of, exposure to and contact with said products.

231. CTFA, as well as defendants and other entities in the talc industry and cosmetic industries, individually and collectively, failed to report to the FDA tests performed both internally and by outside laboratories confirming the presence of asbestos in defendants' and other CTFA members' finished products as well as talc shipments from talc suppliers and other sources that were used to produce finished products. Instead, CTFA sent letters to the FDA stating that results of testing of talc used by the industry after 1972 had not revealed the presence of amphiboles or chrysotile, when in fact all of these entities had received or performed tests indicating the contrary by 1976, when such intentionally false misrepresentations were made. CTFA and defendants made and published such representations claiming that their collective testing method was adequate, they were ensuring that talcum powder products were safe, and that their testing of talc reaching consumers was "safe," despite knowing the contrary.

232. The FDA, and ultimately Plaintiff, directly and/or indirectly relied upon CTFA's and defendants' false representations regarding the safety of cosmetic talc. In fact, an FDA letter dated January 11, 1979, states: "In cooperation with scientists from industry, our scientists have been making progress in the development of such regulatory methods." The continuing lack of

FDA awareness regarding CTFA's and defendants' misrepresentations was obvious seven years later. In a response to a citizen petition to require an asbestos warning label on cosmetic talc, on July 11, 1986, the FDA states that an "analytical methodology was sufficiently developed" to ensure that "such talc [is] free of fibrous amphibole..." CTFA's J4-1 method has continued for the past four decades to be the cosmetic talc industry's method for "ensuring" "asbestos-free" talc. The use of TEM, recognized by the CTFA as offering "greater sensitivity" for asbestos, continued to increase over the following decades as its advantages were applied to more matrices. In 1990, Kremer and Millette published a TEM method for analysis of asbestos in talc with a theoretical detection limit of about 0.00005%. Despite such improvements in analytical techniques, the cosmetic talc industry, including defendants, continues, four decades later, to use and promote its antiquated and wholly inadequate J4-1 method.

233. CTFA and defendants, collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, marketing, distribution and use of asbestos-containing talcum powder products, and controlled the level of knowledge and information available to the public regarding the hazards of exposure to asbestos and other carcinogens from talc and talc-containing products.

234. CTFA and defendants, through agreement and consciously parallel behavior, intentionally failed to warn potential users, including plaintiff and their family members, of the serious bodily harm and/or death which may result from the inhalation and/or ingestion of asbestos from their talc and talc-containing products.

235. CTFA and defendants, through agreement and consciously parallel behavior, knowingly and intentionally released, published and disseminated invalid, inaccurate, outdated and misleading scientific data, literature and test reports containing misinformation and false statements regarding the health risks associated with the use of talc and talcum powder, and

specifically talc and talcum powder used in the production of products to which Plaintiff Michael L. Perry was exposed.

236. CTFA and defendants, through agreement and consciously parallel behavior, suppressed, altered, changed, destroyed and/or revised reports, data, tests, studies and other documents regarding the potential presence of asbestos and other carcinogens in talc and talc-containing products, including defendants' products to which Plaintiff Michael L. Perry was exposed.

237. As recently as 2016, Defendants made material misrepresentations to the FDA regarding asbestos in its talcum powder products.

238. For additional details regarding and supporting plaintiff's claim, see Bird T., et al., "A Review of the Talc Industry's Influence on Federal Regulation and Scientific Standards for Asbestos In Talc," New Solut., 2021 Aug; 31(2): 152-169.

239. Defendants, both acting individually and in concert with others, including the CTFA, violated the common law duty of care owed to plaintiff or otherwise engaged in intentionally culpable activity that caused Plaintiff to suffer severe injuries and damages.

240. As a direct and proximate consequence of the foregoing acts and omissions, Plaintiff Michael L. Perry (i) relied on defendants' false assurances that their talc-containing products were free from asbestos and safe, (ii) used or was otherwise exposed to defendants' talc-containing products; (iii) and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.

241. The actions and omissions of defendants, independently and collectively, constitute a pattern or practice of intentionally wrongful conduct and/or malice resulting in injuries to Plaintiff as described in this complaint.

242. As a direct and proximate consequence of the foregoing acts and omissions by the defendants, Plaintiff Michael L. Perry used or was otherwise exposed to defendants' products and inhaled and/or ingested asbestos resulting from the ordinary and foreseeable use thereof.

FOR A SEVENTH CAUSE OF ACTION

(Fraud as to Defendants Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., LTL Management LLC, and LLT Management LLC)

For a Seventh Distinct Cause of Action for Fraud, Plaintiffs Complain of Defendants, and Allege as Follows:

243. Defendants JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC., f/k/a Johnson & Johnson Consumer Inc., individually and successor-in-interest to Johnson & Johnson subsidiary "Old JJCI", JANSSEN PHARMACEUTICALS INC., individually and as successor-in-interest to Johnson & Johnson subsidiaries named Johnson & Johnson Consumer Inc., both prior to and after its 2021 restructurings and colloquially known as "Old JJCI" and "New JJCI", KENVUE INC., individually and as successor-in-interest to Johnson & Johnson Consumer Inc., LTL MANAGEMENT LLC, and LLT MANAGEMENT LLC f/k/a LTL Management LLC (collectively "J&J") made false representations regarding the asbestos content of their talc products, including Johnson's Baby Powder and Shower to Shower used by Plaintiff Michael L. Perry, misrepresentations that Plaintiff relied on to his detriment and which caused the development of his mesothelioma. J&J's misrepresentations were deliberate and were effectuated through a campaign to hide and destroy laboratory testing detecting asbestos in Johnson's Baby Powder and Shower to Shower, to manipulate the protocols for such testing to falsely suggest no asbestos was found in Johnson's Baby Powder and Shower to Shower, and to repeatedly assert to the public and federal regulatory agencies that Johnson's Baby Powder and Shower to Shower were safe.

244. Johnson's Baby Powder was a critical cornerstone product for J&J, referenced as the company's "golden egg" and "sacred cow." See Exhibit 1 (04/28/1997 The Johnson & Johnson Advantage: Emotional Trust); see also Exhibit 2 (08/18/1997 Mother-Baby Strategic Mission); see also Exhibit 3 (08/20/1997 Johnson & Johnson "Golden Egg" Advertising Strategy); see also Exhibit 4 (excerpt of 08/04/1999 Johnson & Johnson Baby Camp PowerPoint); see also Exhibit 5 (excerpt of 08/10/1999 Johnson & Johnson Baby Camp PowerPoint with Koffman (Golden Egg presentation)).

245. J&J knew that its cosmetic talc products, including Johnson's Baby Powder and Shower to Shower, contained asbestos fibers, knew those asbestos fibers could cause cancer, and knew that it was not safe to be selling such products to the public for use on babies, children, and adults. In a memorandum dated April 9, 1969, J&J internally expressed concern that the presence of tremolite asbestos in its talc products would cause pulmonary diseases and cancer and increased the risk that the company would be drawn into litigation. J&J acknowledged that trace amounts of tremolite were unavoidable, and that efforts should be made to keep the amount of tremolite to a minimum.

246. In a memorandum dated July 30, 1971, J&J was informed that there is no place for asbestos in talc, trace amounts were not acceptable, and any talc with asbestos should be removed from the market. J&J was informed that no level of asbestos in talc is acceptable for cosmetic use.

247. In a memorandum dated October 16, 1997, J&J acknowledged that there is no doubt that "mesothelioma can be caused by non-occupational exposure to mineral fibers" and that "mesothelioma may occur after brief or indirect exposure to asbestos." This memorandum further stated that tremolite is considered one of "the most potent mesothelioma producers" and that scientists contend that trace amounts of tremolite in other minerals is responsible for mesotheliomas.

248. In its memorandum of October 16, 1997, J&J acknowledged that “in several mesothelioma patients studied, both talc fibers and tremolite were detected. In fact, the majority of asbestos bodies isolated from the lungs of women in the general population have tremolite or anthophyllite and because tremolite and anthophyllite are known contaminants of talc, this data suggests that rare cases of mesothelioma among women with no other identifiable exposure might be related to exposure to cosmetic talc.” Further, an environmental factor that must be given “major consideration in the incidence of Mesothelioma” includes “tremolite asbestos” which “is a known contaminant [of] some deposits of talc.”

249. J&J’s corporate representative has acknowledged in litigation that it has known for years that the talc used in Johnson’s Baby Powder could be inhaled and reach deep into the lung. For decades, J&J has known about the dangers of talc powder inhalation during the normal use of its talc-based cosmetic products, especially to babies.

250. The relationship between asbestos exposure and mesothelioma has been well understood since the 1960s and numerous studies confirm that causal relationship. J&J was aware of this causal relationship through its knowledge of the scientific literature and its membership in trade organizations through which such knowledge was distributed.

251. Beginning at least in the 1950s, J&J tested its talc for impurities or comineral, including “asbestos” and “tremolite,” because the company knew they are deleterious minerals that could be harmful to a person’s health and thus should not be found in talc-based cosmetic products. At all relevant times, J&J understood the dangers posed by asbestos exposure and that asbestos was a known impurity of talc.

252. J&J, internally and through hired testing laboratories such as the Battelle Memorial Institute, McCrone Associates, and the Colorado School of Mines Research Institute, tested for asbestos impurities in the source talc ore, processed ore, and finished products used to manufacture

J&J cosmetic talc products. All of these testing laboratories found asbestos minerals in J&J source talc ore or cosmetic talc products. Independent labs have also found asbestos in the talc used in J&J cosmetic talc products.

253. The existence of laboratory tests finding asbestos in J&J cosmetic talc products and source talc used in those products has been verified by J&J under cross examination in recent litigation. J&J knew about these positive test results all along. In 1972, J&J executives acknowledged internally that the results of testing demonstrating the presence of asbestos in J&J's cosmetic talc products and the source ore used to make these products. At that time, J&J confirmed that McCrone found trace tremolite and that these findings are "not new."

254. In May 1973, Roger Miller, the President of J&J's mining company, Windsor Minerals, informed J&J that "the ore body contains actinolite." This talc ore body was actively used to produce J&J's cosmetic talc products. One week later, J&J's records note that "[t]he first showing of actinolite we know about is October 1972."

255. J&J consistently lied about these positive test results for decades. In response to consumer inquiries, J&J has assured consumers that "asbestos has never been found in Johnson's Baby Powder and it never will." In print advertisements as late as December 19, 2018, J&J told the public that "Baby Powder does not contain asbestos and never will. We test every single lot to ensure it." The Johnson's Baby Powder product label says it was the "Purest Protection" and it was advertised as "the best you can buy" and "the purest."

256. J&J has acknowledged that the intent of these representations to consumers has always been to "to reassure them they could feel safe and comfortable using Johnson's Baby Powder because it does not contain asbestos" and to convey that in using Johnson's Baby Powder, there was "zero chance" of exposing their families to asbestos. The statements that Johnson's Baby Powder and Shower to Shower does not contain asbestos, that there was "zero chance" consumers were exposing

their families to asbestos were false when they were made, and J&J knew they were false when they made those statements. As a direct result of J&J's false representations that Johnson's Baby Powder and Shower to Shower never contained asbestos, millions of people, including babies, were unwittingly and needlessly exposed to asbestos.

257. J&J has never placed warnings on its talc-based powder products about the potential hazards presented by the product being aerosolized in normal application. J&J never placed warnings on its powder products about the risk of asbestos exposure or cancer.

258. Instead, J&J represented to the public that Johnson's Baby Powder was safe. J&J withheld from their spokespeople whose job it was to communicate the "no evidence of asbestos" message any reports indicating there was in fact evidence of asbestos in Johnson's Baby Powder. J&J's misrepresentations and omissions regarding the safety of Johnson's Baby Powder and Shower to Shower has resulted in consumer use of this and other cosmetic talc products in a potentially lethal way without any knowledge of the danger.

259. Since the early 1970s the FDA has repeatedly asked J&J whether there was any evidence of any amount of asbestos in any J&J cosmetic talc product. J&J's answer to the FDA's inquiries was always the same: there is no evidence of any amount of asbestos in any J&J cosmetic talc product. Over the course of more than four decades, J&J represented to the FDA over and over again that there is not a single instance or report of asbestos – including chrysotile asbestos – in its products.

260. In a letter dated September 21, 1971, J&J represented to the FDA that its data "conclusively proves that Johnson's Baby Powder is free of asbestos." J&J has represented to the FDA that "no amphibole materials have been detected" in the company's talc-based products. Documentation of a meeting between J&J and the FDA in 1972 shows that, when pressed, J&J went

so far as to represent to the FDA that “there wasn’t a shred of evidence to support the idea that either our Johnson’s Baby Powder or Shower to Shower contained any chrysotile asbestos.”

261. Although aware of repeated McCrone reports over the course of years to the contrary, J&J falsely represented to the FDA that its consultant McCrone never found asbestos in the talc ore that was used to make Johnson’s Baby Powder and Shower to Shower. In 1976, J&J rejected the FDA’s request to provide the results of its respective periodic monitoring for asbestos.

262. J&J also submitted false and misleading statements through its trade association, the Cosmetic, Toiletry & Fragrance Association (“CTFA”) (n/k/a Personal Care Products Council) (“PCPC”). The CTFA made false statements to Plaintiff, the general public, news media, and government agencies, including, but not limited to the FDA, the National Institute of Occupational Health and Safety (“OSHA”), the National Institute for Occupational Safety and Health (“NIOSH”), the Mine Health and Safety Administration (“MHSA”), and the National Toxicology Program (“NTP”), which, in turn, proximately caused Plaintiff’s harm through intentional efforts to deceive the general public and regulatory authorities as to the safety of and presence of carcinogens in Johnson’s Baby Powder and Shower to Shower.

263. J&J used the CTFA to communicate false information about the purity of its talc and lack of asbestos content, as evidenced by a letter dated March 15, 1976. This false information was then transmitted by the CTFA to the FDA to “give assurance as to the freedom from contamination by asbestos form materials of cosmetic talc products.” This was done after J&J was aware of over 50 reports about asbestos minerals and fibers in the talc it used for cosmetic talc products. Two weeks after relaying this false information, J&J met privately in Hillside, New Jersey and congratulated themselves on the “success” of the “presentations” to the FDA and agreed that they should not bind themselves to having to further update the FDA.

264. J&J and other industry members agreed to do testing on their respective cosmetic talc products in a “round robin” format. The testing was done using a table that identified the manufacturer of the samples that were tested. Multiple samples contained asbestos. In a letter dated March 1, 1978, the Chairman of the CTFA Task Force on Round Robin Testing and then current employee of J&J instructed the CTFA to “destroy your copy of the table” containing the results finding asbestos in cosmetic talcs.

265. Although possessing test results indicating that the talc used in its talc-based products contained tremolite and chrysotile asbestos — reportable as asbestos under federal regulations — J&J represented to the NTP that there was never any evidence of asbestos in the talc used in Johnson’s Baby Powder and Shower to Shower. And decades after asbestos was first reported, J&J continued to represent to the FDA that it had confirmed “the absence of asbestiform minerals” in its finished talc-based products. It did so in the CTFA’s Comments in Response to a Citizens Petition dated June 27, 1995.

266. As recently as 2016, in a document dated March 17, 2016, J&J represented to the FDA that no asbestos structures have ever been found in its talc-based products in any testing anywhere in the world. This statement made to the FDA was false.

267. In an advertisement to the public dated December 19, 2018, J&J falsely claimed that it has cooperated fully and openly with the FDA and other regulators. In fact, J&J did not provide the FDA with positive asbestos tests from its hired consultants, including McCrone, and the Colorado School of Mines. J&J did not tell the FDA that it possessed test results finding asbestos in the mine ore and the finished talc product nor did it give those results to the FDA.

268. J&J also used its consultants as vehicles to intentionally mislead the FDA. A letter dated October 12, 1971, evidences that J&J knew that its standby consultant McCrone purposely omitted findings of asbestos in its talc-based products because it “would only tend to confuse the issue

perhaps with the FDA” and that McCrone offered that if J&J “decide[d] to use these reports with the FDA” to “please call us.”

269. As a part of its testing protocol for J&J’s talc products, McCrone would segregate any test results that were positive for the presence of asbestos in talc ore or cosmetic talc products from those that allegedly found “no quantifiable” asbestos. For instance, on April 29, 1986, under McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate reports of test results for Windsor Minerals. The first was for 11 talc samples in which “no quantifiable” amounts of asbestiform were found. The second was for the three talc samples (noticeably extracted from the numbering sequence) in which traces of chrysotile were found.

270. McCrone and J&J worked together to manipulate the asbestos testing results of J&J products done by outside laboratories and reported those manipulated findings to the FDA as negative results. For example, in a report dated October 27, 1972, McCrone found tremolite asbestos in J&J talc products but a handwritten note was written in large print on the front of the report stating: “DO NOT USE THIS REPORT.” The report was revised to remove the quantification of asbestos found.

271. Similar asbestos findings by other J&J consultants were also hidden from the FDA. J&J submitted to the FDA testing performed by Professor Hutchinson from the Minnesota Space Center only in excerpts that removed all references to his “incontrovertible” findings of chrysotile asbestos. J&J did not submit a March 1974 test results from Professor Reynolds at Dartmouth College that “Actinolite is the dominant fiberform amphibole in the ore and talc product provided by Windsor Minerals.” Instead, J&J submitted test results to the FDA from Dartmouth claiming that no amphiboles were found in the company’s talc products.

272. J&J had its consultants use purposefully misleading laboratory tests to support its false claims that its talc ore and talc products were free of any asbestos. Since at least 1971, J&J has known that transmission electron microscopy (“TEM” or electron microscopy) is the superior microscope to

detect asbestos in talc and was its consultants' recommended testing method. In fact, the positive asbestos results obtained by Professor Hutchinson utilized the TEM method. But J&J convinced the FDA that lesser test methods were effective, knowing that those lesser methods had failed to detect asbestos that was verified to be present in J&J's cosmetic talc products. J&J routinely submitted test reports to the FDA as proof that its talc was asbestos free knowing that the methods used would not detect asbestos at low levels and thus were not reliable to rule out the presence of asbestos. For example, a McCrone report dated April 24, 1974, noted that lesser methods failed to find asbestos in over a dozen samples where the asbestos was confirmed when using the correct tool – TEM.

273. Despite J&J's knowledge that other testing methods missed verified asbestos in its talc, J&J advocated an industry standard using one of the weaker/lesser methods and claimed it would ensure the talc was asbestos free. This method is known as J4-1. The J4-1 testing method utilized x-ray diffraction ("XRD") as the initial screen to determine if any further testing was necessary. The limit of detection was between .5% and 5% and ensured that millions to trillions of asbestos fibers in a gram of talc could escape detection. Using the J4-1 method, if the XRD test result was negative, no more testing would occur, and the sample would be reported as "none detected." This process virtually guaranteed that low levels of asbestos would never be found. J&J also knew that XRD could not detect chrysotile at levels below two percent of the talc product and was also incapable of detecting low levels of tremolite. In the unlikely event an XRD test result was positive, J&J's second step utilized polarized light microscopy ("PLM"), also a lesser testing method, and J&J instructed the PLM analyst not to count all of the fibers he or she would actually see under the microscope. Short fibers, below a defined size, recognized as carcinogenic, were excluded from any reporting.

274. The CTFA's December 10, 1973 report confirmed that multiple talc sources, including Italian and Vermont talc, failed the proposed FDA's method because of elevated chrysotile concentrations. Thereafter, the CTFA proposed J4-1 knowing it was a "unreliable" testing method for

asbestos in talc. The first “round robin” tests, which analyzed a “CTFA Tremolite-Spiked Talc,” resulted in six of seven participating laboratories failing to detect the tremolite. In other words, 84% of the industry’s laboratories failed to detect asbestos in a sample known to contain tremolite asbestos while using the CTFA’s J4-1 method. There is no evidence that CTFA or J&J ever shared this remarkable failure with the FDA or the public.

275. J&J also knew that the “concentration method” of sample preparation was most able to detect the presence of asbestos in its talc and thus provide more accurate results. Internal memorandums from 1973 show that J&J understood that the concentration method was “much more sensitive than our proposed specifications” and when used found traces of tremolite which the J&J testing methods would fail to expose. J&J’s stated concern with using a concentration method, set forth in a memorandum dated May 16, 1973, was that it was too good at detecting asbestos – it was too sensitive. Correspondence dated February 18, 1975 indicates that J&J rejected the concentration method because the effective and sensitive testing was not “in the worldwide company interest.” Indeed, many of J&J’s consultants — including the Colorado School of Mines, Professor Pooley of Cardiff University, Professor Reynolds of Dartmouth College, and Professor Alice Blount of Rutgers University — found asbestos in J&J’s talc-based cosmetic products using the concentration method. J&J did not provide any of those test results to the FDA, however.

276. When J&J finally decided to use TEM on a limited basis in 1995, it implemented a TEM reporting methodology designed to yield negative, rather than accurate results. J&J called its method TM7024. According to this method, a lab would report the test results as negative and “not quantifiable” unless the scientist counted 5 or more asbestos fibers of the same variety in an incredibly small sample (it varied but was well under 50 milligrams). Thus, even if the examiner identified, counted and quantified as many as 16 asbestos fibers (four fibers of tremolite, four fibers of actinolite, four fibers of anthophyllite, and four fibers of chrysotile) the finding of asbestos was not to be

reported. This method instructed labs who confirm the presence of asbestos in incredibly small samples to “couch” the results in specific and deceptive language that the lab “did not find any quantifiable amount of asbestosforms minerals.” J&J’s position about the scientific propriety of its TM7024 testing protocol was and remains inconsistent with EPA protocols for counting asbestos fibers.

277. Even though J&J tested miniscule amounts of product, and utilized methods specifically designed to yield negative results, asbestos was still found in J&J’s cosmetic talc. J&J never produced these test results to the public until 2017. In editing information for its website in about 2016, J&J acknowledged internally that it “cannot say our talc-based consumer products have always been asbestos free.”

278. J&J represented to the FDA that the most sensitive testing was not needed because “substantial asbestos can be allowed safely in baby powder.” J&J also claimed that “extensive” animal studies of its Vermont and Italian talc revealed no cancer risk from their talc. J&J now admits that only one study was done of its Vermont talc and only one study of its Italian talc as it relates to the risk of cancer from talc. The FDA was not told tests were conducted on a special lot of “extremely clean” talc. This information was first disclosed in litigation from J&J internal records, first produced no earlier than 2017.

279. J&J knew that it had liability to persons who developed asbestos-related diseases as a result of exposure to its cosmetic talc products. In an internal communication dated April 15, 1969, the Medical Director for J&J wrote to advise the company of danger relative to “inhalation” of the “needle-like” crystals of tremolite asbestos in J&J’s talc. J&J was cautioned that “since the usage of these products is so widespread, and the existence of pulmonary disease is increasing, it is not inconceivable that [J&J] could become involved in litigation in which pulmonary fibrosis or other changes might be rightfully or wrongfully attributed to inhalation of our powder formulations.” To

that end, Dr. Thompson recommended that “someone in the Law Department should be consulted with regard to the defensibility of our position in the event that such a situation could ever arise.” The medical director further forewarned J&J that the company could confront a situation where the company would be more or less compelled to remove its talc products “if it became known that our talc formulations contained any significant amount of Tremolite.” This prediction of litigation came to fruition shortly thereafter. J&J has reported that during the 1970s alone, the company was sued in talc-based cases in 1971, 1972, 1973 1974, 1976, 1977, 1978, and 1979.

280. Due to the litigation process, J&J has been forced to identify documents from as early as 1971 (and every year thereafter) relating to “ongoing,” “pending,” and “anticipated” litigation regarding Johnson’s Baby Powder. Since at least 1971, J&J has known that information in the company’s possession relevant to or produced in any particular talc-based lawsuit would be relevant to discovery in future talc-based cases. Although J&J was legally obligated to retain the evidence, it does not know where the documents and evidence related to these cases are located or whether they even exist. Entries on J&J’s privilege log indicate that samples of talcum powder used in litigation existed at the time the litigation in the 1970s was pending but are no longer available.

281. Despite being involved in litigation for decades, J&J never produced a single asbestos test in any case prior to 2017, even when specifically requested. J&J was repeatedly asked in litigation whether the talc used in any of its talc-based cosmetic products contained any amount of asbestos. J&J represented to plaintiffs’ counsel that “there was no evidence” of asbestos in its cosmetic talc. These representations exemplified J&J’s pattern and practice in defending talc-injury litigation, which was to conceal evidence of asbestos in its cosmetic talc products and represent that no such evidence ever existed. Many of the same J&J executives who were involved in discussions with the FDA about the company’s talc-based cosmetic products were involved in defending J&J in litigation alleging asbestos-related injuries from talc-based cosmetic products.

282. J&J routinely provided sworn affidavits from company executives falsely asserting that there was no evidence of asbestos in the talc used for J&J cosmetic products. In addition to submitting false affidavits, J&J repeatedly certified answers to interrogatories stating that there was never any evidence of asbestos in any J&J cosmetic talc product when it knew the truth to be otherwise. J&J knew there was tremolite in Johnson's Baby Powder when responding to discovery requests in the Krushinski case. J&J has been forced to admit that these interrogatories, which were answered in conjunction with the company's lawyers, were false.

283. J&J concealed and refused to produce in response to plaintiffs' discovery requests any documents evidencing or relating to tests, studies, investigations, and analyses of Johnson's Baby Powder and Shower to Shower for the presence of asbestos, despite its knowledge that relevant and material documents existed and were in its possession and that it had the duty to disclose them.

284. Although J&J by its own admission had an obligation to preserve evidence once litigation concerning the health effects of its talc products was foreseeable, it failed to do so. J&J knew that evidence adduced in litigation concerning the health effects of its talc products would be material and relevant to other anticipated cases. Yet J&J failed to preserve records from any of the lawsuits that alleged injuries as a result of Johnson's Baby Powder, Shower to Shower, talc, or asbestos, even though J&J knew that relevant and material documents existed and were in its possession.

285. J&J did not retain any samples of its talc ore and milled talc used in its talc-based cosmetic products, which it tested regularly for the presence of asbestos and asbestiform minerals at any time until 2017. Although litigation was pending and anticipated, the samples chosen by J&J specifically to create test results were not retained under the company's evidence retention schedules and were not subject to any litigation-hold. J&J also failed to retain all test results for the presence of asbestos and asbestiform minerals of the talc ore and milled talc used in its talc-based cosmetic products. The failure to institute a litigation hold made certain that the testing results were destroyed

in accordance with its document retention policy. In 2008, nearly ten years after the first litigation hold, when asked about retention time for “information related to the CTFA ingredient surveys” J&J directed its employees to “PITCH them.” Any test results that J&J has not yet produced are presumed to be destroyed, as the disposal of these results were mandated by the company’s evidence retention scheduled absent a litigation hold, which J&J never issued.

286. The limited underlying scientific data that still exists of J&J’s consultants confirms that the reports of “no detectable” asbestos are belied by the underlying scientific data, which shows evidence of asbestos. There are countless similar non-detect letters with no underlying data.

287. In 1989, after facing litigation related to its talc-based products for nearly two decades and anticipating further litigation, J&J destroyed records relating to its Hammondsville, Vermont mining operations.

288. J&J historically preserved no records from the majority of cases in which it has been sued for causing talc related injuries. For those cases where there is at least some documentation, J&J either lost or destroyed most of the material evidence related to historical litigation alleging asbestos-related disease from its talc products. Despite being involved in many cases dating back to 1971, J&J could only locate two sets of discovery responses for its corporate representative to review.

289. J&J once maintained a paper file documenting all of its telephone conversations with the FDA related to its talc-based cosmetic products dating to the early 1970s. The “FDA Call File” no longer exists.

**J&J is Fully Responsible for Conduct
Fraudulent Misrepresentation**

290. J&J intentionally and fraudulently continued to misrepresent to the public that Johnson’s Baby Powder and Shower to Shower were safe, concealing the dangers of asbestos exposure and evidence of asbestos in J&J’s talc product. J&J’s misrepresentations and omissions

regarding the safety of Johnson's Baby Powder and Shower to Shower have resulted in consumer use of cosmetic talc products in a potentially lethal way without any knowledge of the danger, thus denying Plaintiff the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J made a material representation;
- (b) The representation was false;
- (c) J&J knew it was false when made or made it recklessly without knowing it was true as a material positive assertion;
- (d) J&J made the misrepresentation intending that Plaintiff act on the representation;
- (e) Plaintiff acted in reliance on it; and
- (f) Plaintiff, as a result, suffered damage.

**J&J is Fully Responsible for Conduct
Silent Fraud (a/k/a Fraudulent Concealment)**

291. J&J intentionally and fraudulently concealed the dangers of asbestos exposure and continued to represent to the public that Johnson's Baby Powder and Shower to Shower were safe, concealing the evidence of asbestos in J&J's talc product. J&J's concealment and omissions regarding the safety of Johnson's Baby Powder and Shower to Shower have resulted in consumer use of cosmetic talc products in a potentially lethal way without any knowledge of the danger, thus denying Plaintiff the knowledge with which to avoid further exposure. Specifically, J&J's intentional and fraudulent conduct included the following acts and omissions:

- (a) J&J suppressed a material fact;
- (b) J&J had a duty to disclose the fact; and
- (c) J&J concealed the fact with the intent to defraud.

292. Plaintiff Michael L. Perry trusted Johnson's Baby Powder and Shower to Shower. He used it on himself, believing it to be safe. Plaintiff trusted that the talc products used on himself were safe and did not have any carcinogens. He relied on J&J to provide any safety information to him and

his family and to make sure any life-threatening hazards were communicated to her. Had the Plaintiff known the true facts, he would never have purchased or used the products.

293. Plaintiff Michael L. Perry developed malignant mesothelioma, a fatal cancer, as a direct and proximate cause of the misrepresentations made by J&J regarding the safety of Johnson's Baby Powder and Shower to Shower and its concealment of evidence that its cosmetic talc products utilized talc that contained asbestos fibers that could cause cancer.

WHEREFORE, Plaintiffs demand judgment against defendants Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., LTL Management LLC, and LLT Management LLC for a reasonable amount plus statutory interest and costs, and for such other relief as shall be deemed appropriate.

FOR AN EIGHTH CAUSE OF ACTION
(Loss of Consortium)

For an Eighth Distinct Cause of Action for Loss of Consortium, Plaintiff Lonnie L. Long Complains of Defendants, and Alleges as Follows:

294. Plaintiff incorporates by reference, the preceding paragraphs, where relevant.

295. Plaintiffs Michael L. Perry and Lonnie L. Long were married on June 20, 2009 and at all times relevant to their action were legally married.

296. Prior to his injuries as alleged, Plaintiff Michael L. Perry was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Michael L. Perry 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 Lonnie L. Long was deprived of the consortium of his 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.

297. As a direct and proximate result of the acts of Defendants and/or their “alternate entities” and the severe injuries caused to Plaintiff Michael L. Perry as set forth herein, Plaintiff’s spouse and co- Lonnie L. Long suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of his 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.

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

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFFS

February 1, 2024

Columbia, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and	)	
LONNIE L. LONG,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 2023-CP-40-04072
v.	)	
	)	
AMERICAN INTERNATIONAL	)	
INDUSTRIES; et al.,	)	
	)	
Defendants.	)	
	)	

DEFENDANT JOHNSON & JOHNSON'S
ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT

The Defendant, Johnson & Johnson (hereinafter "Johnson & Johnson" or "Defendant"), responds to Plaintiffs' Second Amended Complaint ("Complaint") as follows by denying each and every allegation not specifically admitted herein and by further responding as follows:

GENERAL ALLEGATIONS

1. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

2. The allegations of Paragraph 2 of the Complaint, including its subparts (a) through (f), set forth legal conclusions concerning jurisdiction and other matters which Johnson & Johnson is required to neither admit nor deny. To the extent a response is deemed to be required, Johnson & Johnson denies the allegations of this Paragraph.

3. Paragraph 3 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.

4. Paragraph 4 is denied.

5. In response to Paragraph 5, Johnson & Johnson admits only that it is a corporation that is incorporated under the laws of a state other than South Carolina. The final sentence of Paragraph 5 states legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations and denies any remaining allegations contained in Paragraph 5.

6. Johnson & Johnson denies the allegations of Paragraph 6 insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

7. Paragraphs 7 and 8 set forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.

8. To the extent the allegations contained in Paragraphs 9, 10, 11, 12, and 13 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in these Paragraphs and therefore those allegations are also denied.

9. Paragraph 14 contains a statement to which no response is required. To the extent a response is deemed necessary and to the extent the allegations are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

10. To the extent the allegations contained in Paragraph 15 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

11. Paragraph 16 contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, Johnson & Johnson denies the allegations of this Paragraph. Johnson & Johnson is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

12. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 17, and, therefore, these allegations are denied.

13. Johnson & Johnson denies the allegations contained in Paragraph 18 to the extent they are directed to Johnson & Johnson. To the extent the allegations of this Paragraph are directed to other Defendants, Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

14. In response to Paragraph 19, Johnson & Johnson admits only that it is a corporation that is incorporated under the laws of a state other than South Carolina. The remaining allegations of this Paragraph, to the extent they pertain to Johnson & Johnson, are denied. To the extent the allegations of this Paragraph are directed to other Defendants, Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

15. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 20, and, therefore, these allegations are denied.

16. To the extent the allegations contained in Paragraphs 21, 22, and 23 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
BRENNTAG NORTH AMERICA, INC. AND BRENNTAG SPECIALTIES, LLC**

17. Paragraphs 24, 25, 26, 27, 28, and 29 directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**UCCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC.,
KENVUE INC., JANSSEN PHARMACEUTICALS, INC., LTL MANAGEMENT
LLC, and LLT MANAGEMENT LLC**

18. Responding to the allegations contained in Paragraph 30, Johnson & Johnson admits only that it, and at times its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder. Johnson & Johnson is without information sufficient to form a belief as to whether the Plaintiff ever purchased and/or used Johnson's Baby Powder or any other Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 30 to that effect. The allegations contained in Paragraph 30 sub-paragraphs (a) through (f) are verbatim, or near verbatim, quotations from a legal filing (see Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). Johnson & Johnson refers to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. Johnson & Johnson denies any remaining allegations contained

in Paragraph 30 and all subparts thereto, specifically denies that it caused the Plaintiff Michael Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph.

19. Responding to the allegations contained in Paragraph 31, Johnson & Johnson admits various of its subsidiaries produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder during the time alleged. Johnson & Johnson is without information sufficient to form a belief as to whether Plaintiffs or any of Plaintiffs' family members ever purchased and/or used any Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 31 to that effect. The allegations contained in sub-paragraphs (a) through (f) of Paragraph 31 are verbatim, or near verbatim, quotations from a legal filing (see Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). Johnson & Johnson craves reference to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. Johnson & Johnson denies any remaining allegations contained in Paragraph 31, specifically denies that it caused Plaintiff Michael Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph..

20. Paragraphs 32, 33, and 34 are denied.

21. The introductory portion of Paragraph 35 states legal conclusions to which no response is required. To the extent a response is deemed necessary, Johnson & Johnson denies these allegations. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (l) refer to sworn testimony, legal documents, corporate filings, and

other associated documents which speak for themselves. Johnson & Johnson refers to those documents, in their entirety, and denies any allegations inconsistent with the referenced documents and/or filings. Johnson & Johnson specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph.

22. The introductory portion of Paragraph 36 states legal conclusions to which no response is required. To the extent a response is deemed necessary, Johnson & Johnson denies these allegations. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (i) refer to legal documents, corporate filings, and other associated documents which speak for themselves. Johnson & Johnson refers to those documents, corporate filings, and other associated documents in their entirety and denies any allegations inconsistent therewith. Johnson & Johnson specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph.

23. Paragraph 37 and its subparagraphs (a) through (e) refer to legal documents, corporate filings, and other associated documents which speak for themselves. Johnson & Johnson refers to those documents in their entirety and denies any allegations inconsistent therewith. Johnson & Johnson specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph.

24. The introductory portion of Paragraph 38 states legal conclusions to which no response is required. To the extent a response is deemed necessary, Johnson & Johnson denies

these allegations. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (m) refer to sworn testimony, legal documents, corporate filings, and other associated documents which speak for themselves. Johnson & Johnson refers to those documents in their entirety and denies any allegations inconsistent therewith. Johnson & Johnson specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiffs' factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph.

25. Johnson & Johnson denies the allegations contained in Paragraph 39, including the allegations contained in subparagraphs (a) through (f).

26. Johnson & Johnson denies the allegations contained in Paragraph 40, including the allegations contained in subparagraphs (a) through (g).

27. Johnson & Johnson denies the allegations contained in the introductory portion of Paragraph 41. To the extent the contents of this Paragraph allege or imply Johnson & Johnson engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (p) refer to testing results, reports, documents, communications, and alleged statements which speak for themselves. Johnson & Johnson refers to those documents in their entirety and denies any allegations inconsistent therewith. Johnson & Johnson specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies any remaining allegations in this paragraph.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS IMI FABI (USA) INC., IMI FABI, LLC AND IMI FABI (DIANA) LLC THE PARTIES

28. Paragraphs 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51 are directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANT PTI ROYSTON, LLC

29. Paragraphs 52, 53, 54, 55, 56, 57, and 58 are directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

THE PARTIES

30. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 59 and 60 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

31. Paragraphs 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, and 95 are directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

32. Responding to Paragraph 96 of the Complaint, Johnson & Johnson admits only so much as alleged that it is incorporated under the laws of a state other than South Carolina. Johnson & Johnson denies the remaining allegations of Paragraph 96.

33. Paragraphs 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 120 are directed at other Defendants and, therefore, no response is required from Johnson & Johnson. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

BACKGROUND FACTS

34. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

35. Paragraph 121 is a statement which requires no response. To the extent a response is deemed necessary, Johnson & Johnson denies the allegations contained in this Paragraph.

36. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 122, 123, 124, and 125, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

37. Johnson & Johnson denies the allegations of Paragraph 126 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

38. Paragraph 127 is a statement which requires no response. To the extent a response is deemed necessary, Johnson & Johnson denies the allegations contained in this Paragraph.

39. Johnson & Johnson denies the allegations of Paragraph 128 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

40. Paragraph 129 contains a legal conclusion to which no response is required. To the extent a response is deemed required, Johnson & Johnson denies these allegations.

41. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 130 and, therefore, these allegations are denied.

42. Responding to Paragraph 131, Johnson & Johnson admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs.

43. Responding to Paragraph 132, to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

44. Responding to Paragraph 133, Johnson & Johnson admits, upon information and belief, the Decedent incurred medical expenses related to his disease, but specifically denies that it was the cause of any of the injuries or damages claimed by Plaintiffs. To the extent the remaining allegations contained in this Paragraph are directed to Johnson & Johnson they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of these

allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

45. Responding to Paragraph 134, to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson they are denied. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

AS TO THE FIRST CAUSE OF ACTION
(Product Liability: Negligence)

46. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

47. Paragraph 135 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

48. To the extent the allegations contained in Paragraphs 136, 137, 139, 139, 140, and 141 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other defendants and, therefore, those allegations are likewise denied.

49. Responding to Paragraph 142, Johnson & Johnson admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Johnson & Johnson further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

50. Johnson & Johnson denies the allegations of Paragraphs 143, 144, 145, 146, 147, 148, 149, and 150 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson &

Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SECOND CAUSE OF ACTION
(Product Liability: Strict Liability – S.C. Code Ann. § 15-73-10, et seq.)

51. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

52. Paragraph 151 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

53. Responding to Paragraph 152, Johnson & Johnson admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Johnson & Johnson further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

54. Johnson & Johnson denies the allegations of Paragraphs 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, and 167 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE THIRD CAUSE OF ACTION
(Negligence Per Se)

55. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

56. Paragraph 168 is Plaintiffs' incorporation of their preceding allegations to which no response is required

57. Johnson & Johnson denies the allegations of Paragraphs 169, 170, and 171 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. & 36-2-314)

58. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

59. Paragraph 172 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

60. Johnson & Johnson denies the allegations of Paragraphs 173, 174, and 175 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

61. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

62. Paragraph 176 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

63. Johnson & Johnson denies the allegations of Paragraphs 177, 178, and 179 of the Complaint insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without

sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

64. Johnson & Johnson hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

65. Paragraph 180 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

66. Responding to Paragraph 181 Johnson & Johnson admits only that it produced and marketed talc containing products for consumer use. To the extent the remaining allegations contained in this paragraph are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

67. Johnson & Johnson denies the allegations contained in Paragraph 182 to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

68. The allegations contained in Paragraph 183 references "medical and scientific data" which speaks for itself. Johnson & Johnson denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a

belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

69. Paragraph 184 contains a purported statement of fact to which no response is necessary.

70. The allegations contained in Paragraphs 185 reference scientific data, reports, and documents which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

71. To the extent the allegations contained in Paragraph 186 are directed to Johnson & Johnson, Johnson & Johnson admits only that it has employed or consulted with various individuals regarding the safety of its products throughout its existence. The remaining allegations of this Paragraph, to the extent they are directed to Johnson & Johnson, are denied. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

72. Paragraphs 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 reference various testing results, reports and publications, documents, communications, and alleged statements. Johnson & Johnson would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed

to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

73. Johnson & Johnson denies the allegations contained in Paragraph 201 to the extent the allegations contained in this Paragraph are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

74. Paragraphs 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216 and 217 reference various testing results, reports and publications, documents, communications, and alleged statements. Johnson & Johnson would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

75. Johnson & Johnson denies the allegations contained in Paragraphs 218 and 219 to the extent the allegations contained in these Paragraphs are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

76. Paragraphs 220, 221, 222, 223, and 224 reference various testing results, reports and publications, documents, communications, and alleged statements. Johnson & Johnson would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

77. Johnson & Johnson denies the allegations contained in Paragraphs 225, 226, 227, 228, and 229 (including its subparagraphs (a) through (d)) to the extent the allegations contained in these Paragraphs are directed to Johnson & Johnson. Johnson & Johnson is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

78. Johnson & Johnson is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 230 as to what the Decedent relied on and, therefore, these allegations are denied. Johnson & Johnson denies any remaining allegations in Paragraph 230.

79. Paragraphs 231 and 232 reference various testing results, reports, documents, communications, and alleged statements. Johnson & Johnson would refer to those test results, reports, documents, communications, and statements in their entirety, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson. Johnson & Johnson is without knowledge or information sufficient to form a belief as

to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

80. To the extent the allegations contained in Paragraphs 233, 234, 235, 236, and 237 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

81. Paragraph 238 references a written publication which speaks for itself. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegation in Paragraph 205.

82. To the extent the allegations contained in Paragraphs 239, 240 (including its subparts (i) through (iii)), 241, and 242 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE SEVENTH CAUSE OF ACTION
(Fraud as to Johnson & Johnsons Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and LTL Management LLC)

83. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

84. The allegations contained in Paragraph 242 are denied to the extent they are directed to Johnson & Johnson. As to the remaining allegations, Johnson & Johnson is without sufficient knowledge for form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, denies the same.

85. Paragraphs 243, 244, 245, 246, 247, and 248 reference documents attached as Exhibits to Plaintiffs' Complaint as well as various testing results, reports, documents, advertisements, and alleged statements, all of which speak for themselves. Johnson & Johnson denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Johnson & Johnson.

86. The allegations contained in Paragraph 249 references statements purportedly made by Johnson & Johnson in previous litigation. Johnson & Johnson refers to those purported statements in their entirety, which speak for themselves, and denies any allegations inconsistent therewith. The remaining allegations contained in this Paragraph are denied.

87. Johnson & Johnson denies the allegations contained in Paragraph 250.

88. Paragraphs 251, 252, 253, 254, and 255 refer to various test results, reports, documents, and alleged statements which all speak for themselves. Johnson & Johnson refers to each of these test results, reports, documents, or alleged statements in their entirety, denies any and all allegations inconsistent therewith, and specifically denies it caused Plaintiff Michael Perry's disease and any other wrongdoing alleged or implied by Plaintiff's factual allegations. Johnson & Johnson denies all remaining allegations contained in these Paragraphs.

89. Johnson & Johnson denies the allegations contained in Paragraphs 256 and 257.

90. The allegations contained in Paragraphs 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, and 279 reference test results, reports, documents, advertisements, communications and alleged statements which all speak for themselves. Johnson & Johnson refers to these results, reports, documents, advertisements, communications and alleged statements in their entirety and denies any and all allegations

inconsistent therewith. Johnson & Johnson denies all remaining allegations contained in these Paragraphs.

91. The allegations contained in Paragraphs 280, 281, 282, 283, 284, 285, and 286 reference litigation documents, filings, discovery materials, and purported statements, all of which speak for themselves. Johnson & Johnson refers to those litigation documents, filings, discovery materials, and statements in their entirety and denies any and all allegations inconsistent therewith. All remaining allegations contained in these Paragraphs are denied.

92. Johnson & Johnson denies the allegations contained in Paragraphs 287 and 288.

93. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 289 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent a response is required, Johnson & Johnson denied the allegations of Paragraph 289.

As to the Paragraphs beneath the title “Fraudulent Misrepresentation”

94. Johnson & Johnson denies the allegations contained in Paragraph 290 including subparts (a) through (f).

As to the Paragraphs beneath the title “Silent Fraud (a/k/a Fraudulent Concealment)”

95. Johnson & Johnson denies the allegations contained in Paragraph 291, including subparts (a) through (c) thereof.

96. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 292 and, therefore, these allegations are denied.

97. Responding to Paragraph 293, Johnson & Johnson admits, upon information and belief, the Decedent was diagnosed with mesothelioma. Johnson & Johnson denies the remaining allegations of this paragraph.

98. Johnson & Johnson denies the allegations contained in the unnumbered Paragraph set forth below Paragraph 293 of Plaintiffs' Complaint beginning with "WHEREFORE."

AS TO THE EIGHTH CAUSE OF ACTION
(Loss of Consortium)

99. Johnson & Johnson hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

100. Paragraph 294 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

101. Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 295 and 296 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to Johnson & Johnson.

102. To the extent the allegations contained within Paragraph 297 are directed to Johnson & Johnson, they are denied. Johnson & Johnson is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE PRAYER FOR RELIEF

103. Responding to unnumbered Paragraph beginning with "WHEREFORE" and the enumerated sub-parts numbered 1 through 8, Johnson & Johnson denies that Plaintiffs are entitled to the relief sought, denies it is liable for any and all injuries and damages claimed by Plaintiffs,

and in reply asserts all applicable defenses it is entitled to assert in either law or equity, including but not limited to those set forth below.

FOR A FIRST DEFENSE

The Complaint, and each purported cause of action contained therein, is barred because it is ambiguous and uncertain.

FOR A SECOND DEFENSE

The Complaint and each purported cause of action contained therein should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure because each fails to allege specific facts sufficient to constitute a valid cause of action against Johnson & Johnson. Specifically, Plaintiffs fail to allege facts sufficient to show Johnson & Johnson had any duty to Plaintiffs, that Johnson & Johnson breached any such duty, or that the injuries alleged by Plaintiffs were caused by exposure to any products or materials Johnson & Johnson is liable for.

FOR A THIRD DEFENSE

If Plaintiffs suffered any injuries or damages the proximate cause of such injuries and damages was the negligence, recklessness, willfulness, and wantonness of persons or entities other than Johnson & Johnson, over whom Johnson & Johnson had not control and, therefore, Johnson & Johnson is not liable for any such injuries or damages.

FOR A FOURTH DEFENSE

This Defendant would show that the claims set forth in the Complaint are barred by the applicable South Carolina statute of limitations, statute of repose and laches, as well as in any other states where it may be claimed that the Plaintiffs was exposed to any products allegedly supplied by this Defendant.

FOR A FIFTH DEFENSE

That Plaintiffs were not in privity with this Defendant and Plaintiffs may not rely upon any warranties which may have been implied or imposed by law upon this Defendant; this Defendant affirmatively states that it breached no warranty.

FOR A SIXTH DEFENSE

That if Plaintiff sustained any injuries or illness as set forth in the Complaint, the same were due to his own willful, wanton, reckless, careless and negligent acts and conduct which combined and concurred with any willful, wanton, reckless or negligent acts and conduct on the part of this Defendant (which is specifically denied) to bring about the said illness or injuries, if any, as the proximate cause thereof and without which the same would not have occurred.

FOR A SEVENTH DEFENSE

That Plaintiff had actual knowledge of and voluntarily assumed the risk incident in repeated use and exposure to asbestos or the products and processes involving the use of asbestos or asbestos-related products or materials which were known to him to be dangerous and further voluntarily adopted a dangerous, willful, wanton, reckless, careless, and negligent and hazardous method or manner of performing the task assigned to him when safer methods of performing the tasks assigned were available, and he thereby assumed the risk of injury in so performing his undertaking in such a hazardous and dangerous manner and that he had actual knowledge of the same perils, if any, or the imminence of danger, if any, which were of such a nature that a prudent person would not have incurred the risk and Plaintiff thereby assumed the risk of exposing himself in working in close proximity to asbestos or the products and processes involving asbestos or asbestos-related insulation materials

FOR AN EIGHTH DEFENSE

That Plaintiff failed to properly use the product or products in question and abused the product or products and subjected them to abnormal use at the time or times and places alleged in the Complaint, thereby rendering his conduct or misconduct the sole proximate cause or an intervening or superseding cause of his alleged damages.

FOR A NINTH DEFENSE

That if Plaintiff used the product or products supplied by this Defendant (which is denied) the same was used for a purpose not intended by this Defendant and contrary to any instructions or normal method of using the same in such a way as to constitute his conduct by omission and commission as the sole proximate cause or an intervening or superseding cause of his alleged damages

FOR A TENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff and Plaintiff's employer and that the acts and/or omission of recklessness, negligence, willfulness and wantonness upon the part of Plaintiff and Plaintiff's employer were the sole and proximate cause of Plaintiff's injuries and damages, if any.

FOR AN ELEVENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff's labor union, and that the acts and/or omissions of recklessness, negligence, willfulness and wantonness upon the part of the labor union were the sole and proximate cause of Plaintiff injuries and damages, if any.

FOR A TWELFTH DEFENSE

That if Plaintiff was injured by any products supplied or manufactured by this Defendant, which is denied, Plaintiff discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by South Carolina Code of Laws Section 15-73-20 (1976).

FOR A THIRTEENTH DEFENSE

That if Plaintiff used any product or products supplied by or manufactured by this Defendant, it was while employed by Defendant or a predecessor company. Therefore, Plaintiff cannot maintain this tort action against this Defendant for the reason that the South Carolina Workmen's Compensation Act provides that it is the sole and exclusive remedy for injuries or death sustained by an employee when the employer and employee are governed under the terms of that Act, South Carolina Code Section 42-1-540. This Defendant also raises the same defense, workmen's compensation, if applicable, under the laws of any other state which may apply or the Longshoremen and Harbor Worker's Compensation Act.

FOR A FOURTEENTH DEFENSE

That the alleged injuries to Plaintiff occurred or were allegedly sustained prior to the enactment of Section 15-73-10 of the South Carolina Code of Laws (1976), and Plaintiff therefore is prohibited by law from asserting a cause of action based on strict liability for either actual or punitive damages.

FOR A FIFTEENTH DEFENSE

That Plaintiff did not notify the Defendant within a reasonable period of time after he discovered or should have discovered the alleged defect in the products, and therefore is barred from recovery.

FOR A SIXTEENTH DEFENSE

If Plaintiff sustained injuries as a result of exposure to asbestos or asbestos-containing products, which is denied, then such injuries were or may have been due to exposure to products of manufacturers not named as defendants in this action, including but not limited to Johns-Manville, Unarco, Amatex, The Celotex Corporation, Carey Canada, Inc. and Eagle-Picher Industries, Inc.

FOR A SEVENTEENTH DEFENSE

This Defendant alleges that by virtue of the doctrine of judicial estoppel Plaintiff is precluded from taking a position inconsistent with one taken with respect to the same facts in earlier litigation and is, therefore, precluded from alleging the material facts necessary to state a cause of action against this Defendant.

FOR AN EIGHTEENTH DEFENSE

In the event it is determined that any product manufactured or sold by this Defendant was dangerous, which danger is specifically denied, this Defendant was unaware of such danger as it would apply to any conceivable use of the products by Plaintiff. In addition, the discovery of such danger was beyond the state of the art at the time such product or products were manufactured, distributed, sold, or installed. Further, such products were manufactured, distributed, sold, and installed in conformity with the state of the art and/or prevailing industry standards at the time.

FOR A NINETEENTH DEFENSE

This Defendant states that if Plaintiff was exposed to any asbestos-containing products, said products at the time were manufactured in conformity with federal and state regulations, standards, specifications and laws. Consequently, recovery by Plaintiff herein is barred.

FOR A TWENTIETH DEFENSE

Plaintiff's employer was and is a sophisticated user and knew independently, or should have known, of any danger or hazard associated with the use of a product containing asbestos and of exposure to asbestos dust or fibers. Furthermore, Plaintiff and/or Plaintiff's employer was warned of the danger or hazard associated with the use of asbestos-containing products, and Plaintiff and/or Plaintiff's employer failed to rely upon such warning, resulting in alleged damages to Plaintiff due to Plaintiff and/or Plaintiff's employer's acts and omissions and failure to act as a sophisticated user.

FOR A TWENTY-FIRST DEFENSE

Plaintiff's Complaint should be dismissed for its failure to comply with the requirements of Section 44-135-10 et seq., of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006", as Plaintiffs have failed to make the prima facie showing required by the Act.

FOR A TWENTY-SECOND DEFENSE

Plaintiffs may not have standing to bring this claim pursuant to Section 15-5-150 of the South Carolina Code, also referred to as South Carolina's Door Closing Statute.

FOR A TWENTY-THIRD DEFENSE

There are no allegations against this Defendant stated with sufficient particularity to constitute a cause of action for fraud, fraudulent concealment, concert of action, conspiracy or the like which would meet the requirement of Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-FOURTH DEFENSE

This Defendant is entitled to a set-off from any and all sums recovered by or on behalf of Plaintiffs by way of any settlement, judgment, claim, or otherwise which were or are entered into or received by Plaintiffs from any party or non-party to this action.

FOR A TWENTY-FIFTH DEFENSE

The Defendant asserts and would show that venue is improper with respect to this Defendant.

FOR A TWENTY-SIXTH DEFENSE

Defendant asserts and would show that this Court lacks personal jurisdiction over the person of this Defendant and Plaintiff's claims should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-SEVENTH DEFENSE

Defendant asserts there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

FOR A TWENTY-EIGHTH DEFENSE

That the Plaintiff failed to exercise ordinary care for his own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

FOR A TWENTY-NINTH DEFENSE

The Defendant shows that it has not engaged in any activity which would entitle the plaintiff to punitive or exemplary damages.

FOR A THIRTIETH DEFENSE

The Defendant shows that Plaintiffs' claims for punitive damages are barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE

The Defendant shows that any exposure of Plaintiff to asbestos-containing products for which this Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

FOR A THIRTY-SECOND DEFENSE

The Defendant shows that it has breached neither express nor implied warranties.

FOR A THIRTY-THIRD DEFENSE

The Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Status of Frauds.

FOR A THIRTY-FOURTH DEFENSE

The Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Defendant.

FOR A THIRTY-FIFTH DEFENSE

The Defendant shows that the damages alleged in the Complaint are not recoverable under an express warranty theory.

FOR A THIRTY-SIXTH DEFENSE

The Defendant denies that it gave, made or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

FOR A THIRTY-SEVENTH DEFENSE

The Defendant shows that it has committed no negligence, whether by act of commission, or act of omission.

FOR A THIRTY-EIGHTH DEFENSE

The Defendant denies any and all liability to the extent that Plaintiffs asserts this Defendant's alleged liability as a successor, successor in business, successor in product line, assignee, predecessor, predecessor in business, predecessor in product line, parent, alter ego, subsidiary, or other derivative status as a theory of liability.

FOR A THIRTY-NINTH DEFENSE

The Defendant shows that there was no concert of action between this Defendant and any other Defendants herein, therefore, the Defendants are not joint tort-feasors and this Defendant may not be held jointly and severally liable with other the Defendants.

FOR A FORTIETH DEFENSE

The Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various other parties and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

FOR A FORTY-FIRST DEFENSE

The Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause, or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

FOR A FORTY-SECOND DEFENSE

To the extent Plaintiffs' Complaint asserts a demand for punitive damages, this Defendant specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1966); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A FORTY-THIRD DEFENSE

To the extent the Court submits the question of punitive damages to the jury, any award of punitive damages is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Defendant pleads and incorporates all defenses, limitations on damages, and other privileges set forth in S.C. Code Ann. § 15-32-530 as if fully stated verbatim herein.

FOR A FORTY-FOURTH DEFENSE

Plaintiffs' claim is reduced or eliminated by the "Limitation of Cumulative Successor Asbestos-Related Liabilities of Corporation" appearing at South Carolina Code Section 15-81-140 et seq. and similar or related provisions of the common law, statutes and regulations of South Carolina law or the law of any other state that may be applicable.

FOR A FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred or reduced by the doctrines of res judicata, waiver, release, laches, and/or conditions precedent or subsequent.

FOR A FORTY-SIXTH DEFENSE

Upon information and belief, the injuries and damages alleged by Plaintiff were proximately caused by the intervening and superseding negligence, recklessness, willfulness,

wantonness, and fault of parties or entities other than this Defendant. Such intervening and superseding negligence, recklessness, willfulness, wantonness, and fault are the sole cause of the injuries and damages for which Plaintiff seeks recovery. Therefore, this Defendant is not liable.

FOR A FORTY-SEVENTH DEFENSE

Any claim by Plaintiffs for punitive damages under strict liability or breach of warranty causes of actions are precluded by South Carolina law.

FOR A FORTY-EIGHTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on a theory of strict liability, this Defendant avers all defenses that are, or may become available to it under Restatement (Second) of Torts, §402A and the comments thereto, as codified by S. C. Code Ann. § 15-73-30.

FOR A FORTY-NINTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on any theory, this Defendant avers that any such products or materials, and any conduct of this Defendant were in conformity with the state of the art in science, medicine, technology, and prevailing regulations, industry standards, customs, and practices at all times material to Plaintiffs' claims. This Defendant further avers that the state of medical, scientific, and technological knowledge at all times material to Plaintiffs' claims was such that this Defendant

neither knew, nor could reasonably have known of the risks alleged in the Complaint, which are denied. Therefore, this Defendant is not liable to Plaintiffs.

FOR A FIFTIETH DEFENSE

Under the South Carolina Contribution Among Tortfeasors Act, S.C. Code Ann. §15-38-15 (2005), the damages for which Plaintiffs seek recovery against this Defendant are limited to the percentage of fault, if any, attributable to the conduct of this Defendant.

FOR A FIFTY-FIRST DEFENSE

Defendant would show that Plaintiffs' claims for punitive damages is barred, reduced, bifurcated, capped, or otherwise impacted by the South Carolina Fairness in Civil Justice Act of 2011 and/or similar and/or related statutes and limitations.

FOR A FIFTY-SECOND DEFENSE

Plaintiff was employed by a knowledgeable and sophisticated user/employer and any duty this Defendant may have had to warn Plaintiff of any potential dangers incident to use of this Defendant's products, which duty is denied, was discharged by the employer's intervening duty to give Plaintiff warning.

FOR A FIFTY-THIRD DEFENSE

Upon information and belief, Plaintiff has failed to mitigate or otherwise act to lessen or reduce the injuries and disabilities alleged in the Complaint.

FOR A FIFTY-FOURTH DEFENSE

This Defendant states that at all times alleged in the Complaint the products alleged to have caused Plaintiff's injuries were manufactured, supplied and/or installed in compliance with reasonably precise government specifications and contracts and conform to those specifications and contracts. Said specification and contract requirements were for a specific intended use by the

United States government and there were not known or perceived dangers in the use of said materials that were not equally known and perceived by the United States government.

FOR A FIFTY-FIFTH DEFENSE

This Defendant reserves the right to assert all other defenses available to it under law at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIFTY-SIXTH DEFENSE

This Defendant incorporates by reference any and all affirmative defenses not adverse to this Defendant asserted by other Defendants in this action as though the same were set forth fully herein.

WHEREFORE, having fully answered Plaintiffs' Complaint, Johnson & Johnson respectfully prays that the Court:

- A. Dismiss Plaintiffs' claims with prejudice;
- B. Enter judgment in favor of Johnson & Johnson against all Plaintiffs' claims;
- C. Award Johnson & Johnson attorneys' fees and costs incurred in defending the claims set forth in Plaintiffs' Complaint and all previous pleadings; and
- D. Grant such other and further relief as the Court deems just and proper.

THIS DEFENDANT RESPECTFULLY DEMANDS A JURY TRIAL.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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Columbia, South Carolina

February 16, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and	)	
LONNIE L. LONG,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 2023-CP-40-04072
v.	)	
	)	
AMERICAN INTERNATIONAL	)	
INDUSTRIES; et al.,	)	
	)	
Defendants.	)	
	)	

**DEFENDANT LLT MANAGEMENT, LLC, FORMERLY KNOWN AS LTL
MANAGEMENT, LLC'S ANSWER TO PLAINTIFF'S SECOND AMENDED
COMPLAINT**

The Defendant, LLT Management, LLC, formerly known as LTL Management, LLC (hereinafter "LLT" or "Defendant"), responds to Plaintiffs' Second Amended Complaint ("Complaint") as follows by denying each and every allegation not specifically admitted herein and by further responding as follows:

GENERAL ALLEGATIONS

1. LLT is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to LLT.

2. The allegations of Paragraph 2 of the Complaint, including its subparts (a) through (f), set forth legal conclusions concerning jurisdiction and other matters which LLT is required to neither admit nor deny. To the extent a response is deemed to be required, LLT denies the allegations of this Paragraph.

3. Paragraph 3 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, LLT denies these allegations.

4. Paragraph 4 is denied.

5. In response to Paragraph 5, LLT admits only that it is a limited liability company that is organized under the laws of a state other than South Carolina. The final sentence of Paragraph 5 states legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, LLT denies these allegations and denies any remaining allegations contained in Paragraph 5.

6. LLT denies the allegations of Paragraph 6 insofar as they are directed to LLT. LLT is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

7. Paragraphs 7 and 8 set forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, LLT denies these allegations.

8. To the extent the allegations contained in Paragraphs 9, 10, 11, 12, and 13 are directed to LLT, they are denied. LLT is without information or knowledge sufficient to form a belief as to the remaining allegations contained in these Paragraphs and therefore those allegations are also denied.

9. Paragraph 14 contains a statement to which no response is required. To the extent a response is deemed necessary and to the extent the allegations are directed to LLT, they are denied. LLT is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

10. To the extent the allegations contained in Paragraph 15 are directed to LLT, they are denied. LLT is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

11. Paragraph 16 contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, LLT denies the allegations of this Paragraph. LLT is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

12. LLT is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 17, and, therefore, these allegations are denied.

13. LLT denies the allegations contained in Paragraph 18 to the extent they are directed to LLT. To the extent the allegations of this Paragraph are directed to other Defendants, LLT is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

14. In response to Paragraph 19, LLT admits only that it is a limited liability company that is organized under the laws of a state other than South Carolina. The remaining allegations of this Paragraph, to the extent they pertain to LLT, are denied. To the extent the allegations of this Paragraph are directed to other Defendants, LLT is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

15. LLT is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 20, and, therefore, these allegations are denied.

16. To the extent the allegations contained in Paragraphs 21, 22, and 23 are directed to LLT, they are denied. LLT is without information or knowledge sufficient to form a belief as to

the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
BRENNTAG NORTH AMERICA, INC. AND BRENNTAG SPECIALTIES, LLC**

17. Paragraphs 24, 25, 26, 27, 28, and 29 directed at other Defendants and, therefore, no response is required from LLT. To the extent a response is deemed required, LLT is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**UCCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC.,
KENVUE INC., JANSSEN PHARMACEUTICALS, INC., LTL MANAGEMENT
LLC, and LLT MANAGEMENT LLC**

18. Responding to the allegations contained in Paragraph 30, LLT admits only that, at times Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder. LLT is without information sufficient to form a belief as to whether the Plaintiff ever purchased and/or used Johnson's Baby Powder or any other Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 30 to that effect. The allegations contained in Paragraph 30 sub-paragraphs (a) through (f) are verbatim, or near verbatim, quotations from a legal filing (*see* Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). LLT refers to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. LLT denies any remaining allegations contained in Paragraph 30 and all subparts thereto, specifically denies that it caused the Plaintiff Michael Perry's disease, and denies

any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies any remaining allegations in this paragraph.

19. Responding to the allegations contained in Paragraph 31, LTL admits that various of Johnson & Johnson's subsidiaries produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder during the time alleged. LLT is without information sufficient to form a belief as to whether Plaintiffs or any of Plaintiffs' family members ever purchased and/or used any Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 31 to that effect. The allegations contained in sub-paragraphs (a) through (f) of Paragraph 31 are verbatim, or near verbatim, quotations from a legal filing (see Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). LLT craves reference to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. LLT denies any remaining allegations contained in Paragraph 31, specifically denies that it caused Plaintiff Michael Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies any remaining allegations in this paragraph..

20. Paragraphs 32, 33, and 34 are denied.

21. The introductory portion of Paragraph 35 states legal conclusions to which no response is required. To the extent a response is deemed necessary, LLT denies these allegations. To the extent the contents of this Paragraph allege or imply LLT engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (l) refer to sworn testimony, legal documents, corporate filings, and other associated documents which speak for themselves. LLT refers to those documents, in their entirety, and denies any allegations

inconsistent with the referenced documents and/or filings. LLT specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies any remaining allegations in this paragraph.

22. The introductory portion of Paragraph 36 states legal conclusions to which no response is required. To the extent a response is deemed necessary, LLT denies these allegations. To the extent the contents of this Paragraph allege or imply LLT engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (i) refer to legal documents, corporate filings, and other associated documents which speak for themselves. LLT refers to those documents, corporate filings, and other associated documents in their entirety and denies any allegations inconsistent therewith. LLT specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies any remaining allegations in this paragraph.

23. Paragraph 37 and its subparagraphs (a) through (e) refer to legal documents, corporate filings, and other associated documents which speak for themselves. LLT refers to those documents in their entirety and denies any allegations inconsistent therewith. LLT specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies any remaining allegations in this paragraph.

24. The introductory portion of Paragraph 38 states legal conclusions to which no response is required. To the extent a response is deemed necessary, LLT denies these allegations. To the extent the contents of this Paragraph allege or imply LLT engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (m) refer to sworn testimony, legal documents, corporate filings, and other associated documents which speak for themselves. LLT refers to those documents in their entirety and denies any allegations

inconsistent therewith. LLT specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiffs' factual allegations. LLT denies any remaining allegations in this paragraph.

25. LLT denies the allegations contained in Paragraph 39, including the allegations contained in subparagraphs (a) through (f).

26. LLT denies the allegations contained in Paragraph 40, including the allegations contained in subparagraphs (a) through (g).

27. LLT denies the allegations contained in the introductory portion of Paragraph 41. To the extent the contents of this Paragraph allege or imply LLT engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (p) refer to testing results, reports, documents, communications, and alleged statements which speak for themselves. LLT refers to those documents in their entirety and denies any allegations inconsistent therewith. LLT specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies any remaining allegations in this paragraph.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS IMI FABI (USA) INC., IMI FABI, LLC AND IMI FABI (DIANA) LLC THE PARTIES

28. Paragraphs 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51 are directed at other Defendants and, therefore, no response is required from LLT. To the extent a response is deemed required, John-son & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANT
PTI ROYSTON, LLC**

29. Paragraphs 52, 53, 54, 55, 56, 57, and 58 are directed at other Defendants and, therefore, no response is required from LLT. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

THE PARTIES

30. LLT is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 59 and 60 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to LLT.

31. Paragraphs 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, and 100 are directed at other Defendants and, therefore, no response is required from LLT. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

32. Responding to Paragraph 101 of the Complaint, LLT admits only so much as alleged that it is organized under the laws of a state other than South Carolina. LLT denies the remaining allegations of Paragraph 96.

33. Paragraphs 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 120 are directed at other Defendants and, therefore, no response is required from LLT. To the extent a response is deemed required, LLT is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

BACKGROUND FACTS

34. LLT hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

35. Paragraph 121 is a statement which requires no response. To the extent a response is deemed necessary, LLT denies the allegations contained in this Paragraph.

36. LLT is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 122, 123, 124, and 125, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to LLT.

37. LLT denies the allegations of Paragraph 126 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

38. Paragraph 127 is a statement which requires no response. To the extent a response is deemed necessary, LLT denies the allegations contained in this Paragraph.

39. LLT denies the allegations of Paragraph 128 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

40. Paragraph 129 contains a legal conclusion to which no response is required. To the extent a response is deemed required, LLT denies these allegations.

41. LLT is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 130 and, therefore, these allegations are denied.

42. Responding to Paragraph 131, LLT admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LLT denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs.

43. Responding to Paragraph 132, to the extent the allegations contained in this Paragraph are directed to LLT they are denied. LLT is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

44. Responding to Paragraph 133, LLT admits, upon information and belief, the Decedent incurred medical expenses related to his disease, but specifically denies that it was the cause of any of the injuries or damages claimed by Plaintiffs. To the extent the remaining allegations contained in this Paragraph are directed to LLT they are denied. LLT is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

45. Responding to Paragraph 134, to the extent the allegations contained in this Paragraph are directed to LLT they are denied. LLT is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

AS TO THE FIRST CAUSE OF ACTION
(Product Liability: Negligence)

46. LLT hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

47. Paragraph 135 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

48. To the extent the allegations contained in Paragraphs 136, 137, 139, 139, 140, and 141 are directed to LLT, they are denied. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other defendants and, therefore, those allegations are likewise denied.

49. Responding to Paragraph 142, LLT admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. LLT further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LLT is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

50. LLT denies the allegations of Paragraphs 143, 144, 145, 146, 147, 148, 149, and 150 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SECOND CAUSE OF ACTION
(Product Liability: Strict Liability – S.C. Code Ann. § 15-73-10, et seq.)

51. LLT hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

52. Paragraph 151 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

53. Responding to Paragraph 152, LLT admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. LLT further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. LLT is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

54. LLT denies the allegations of Paragraphs 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, and 167 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE THIRD CAUSE OF ACTION
(Negligence Per Se)

55. LLT hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

56. Paragraph 168 is Plaintiffs' incorporation of their preceding allegations to which no response is required

57. LLT denies the allegations of Paragraphs 169, 170, and 171 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. & 36-2-314)

58. LLT hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

59. Paragraph 172 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

60. LLT denies the allegations of Paragraphs 173, 174, and 175 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a

belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

61. LLT hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

62. Paragraph 176 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

63. LLT denies the allegations of Paragraphs 177, 178, and 179 of the Complaint insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

64. LLT hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

65. Paragraph 180 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

66. Responding to Paragraph 181 LLT admits only that it produced and marketed talc containing products for consumer use. To the extent the remaining allegations contained in this paragraph are directed to LLT, they are denied. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

67. LLT denies the allegations contained in Paragraph 182 to the extent the allegations contained in this Paragraph are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

68. The allegations contained in Paragraph 183 references “medical and scientific data” which speaks for itself. LLT denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

69. Paragraph 184 contains a purported statement of fact to which no response is necessary.

70. The allegations contained in Paragraphs 185 reference scientific data, reports, and documents which speak for themselves. LLT denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

71. To the extent the allegations contained in Paragraph 186 are directed to LLT, LLT admits only that it has employed or consulted with various individuals regarding the safety of its products throughout its existence. The remaining allegations of this Paragraph, to the extent they are directed to LLT, are denied. LLT is without sufficient information or knowledge to form a

belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

72. Paragraphs 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 reference various testing results, reports and publications, documents, communications, and alleged statements. LLT would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. LLT denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LLT. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

73. LLT denies the allegations contained in Paragraph 201 to the extent the allegations contained in this Paragraph are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

74. Paragraphs 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216 and 217 reference various testing results, reports and publications, documents, communications, and alleged statements. LLT would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. LLT denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LLT. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

75. LLT denies the allegations contained in Paragraphs 218 and 219 to the extent the allegations contained in these Paragraphs are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

76. Paragraphs 220, 221, 222, 223, and 224 reference various testing results, reports and publications, documents, communications, and alleged statements. LLT would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. LLT denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LLT. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

77. LLT denies the allegations contained in Paragraphs 225, 226, 227, 228, and 229 (including its subparagraphs (a) through (d)) to the extent the allegations contained in these Paragraphs are directed to LLT. LLT is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

78. LLT is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 230 as to what the Decedent relied on and, therefore, these allegations are denied. LLT denies any remaining allegations in Paragraph 230.

79. Paragraphs 231 and 232 reference various testing results, reports, documents, communications, and alleged statements. LLT would refer to those test results, reports, documents, communications, and statements in their entirety, all of which speak for themselves.

LLT denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LLT. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

80. To the extent the allegations contained in Paragraphs 233, 234, 235, 236, and 237 are directed to LLT, they are denied. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

81. Paragraph 238 references a written publication which speaks for itself. LLT denies any and all allegations inconsistent therewith and denies any remaining allegation in Paragraph 205.

82. To the extent the allegations contained in Paragraphs 239, 240 (including its subparts (i) through (iii)), 241, and 242 are directed to LLT, they are denied. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE SEVENTH CAUSE OF ACTION
(Fraud as to Johnson & Johnsons Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and LTL Management LLC)

83. LLT hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

84. The allegations contained in Paragraph 242 are denied to the extent they are directed to LLT. As to the remaining allegations, LLT is without sufficient knowledge for form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, denies the same.

85. Paragraphs 243, 244, 245, 246, 247, and 248 reference documents attached as Exhibits to Plaintiffs' Complaint as well as various testing results, reports, documents, advertisements, and alleged statements, all of which speak for themselves. LLT denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to LLT.

86. The allegations contained in Paragraph 249 references statements purportedly made by LLT in previous litigation. LLT refers to those purported statements in their entirety, which speak for themselves, and denies any allegations inconsistent therewith. The remaining allegations contained in this Paragraph are denied.

87. LLT denies the allegations contained in Paragraph 250.

88. Paragraphs 251, 252, 253, 254, and 255 refer to various test results, reports, documents, and alleged statements which all speak for themselves. LLT refers to each of these test results, reports, documents, or alleged statements in their entirety, denies any and all allegations inconsistent therewith, and specifically denies it caused Plaintiff Michael Perry's disease and any other wrongdoing alleged or implied by Plaintiff's factual allegations. LLT denies all remaining allegations contained in these Paragraphs.

89. LLT denies the allegations contained in Paragraphs 256 and 257.

90. The allegations contained in Paragraphs 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, and 279 reference test results, reports, documents, advertisements, communications and alleged statements which all speak for themselves. LLT refers to these results, reports, documents, advertisements, communications and alleged statements in their entirety and denies any and all allegations inconsistent therewith. LLT denies all remaining allegations contained in these Paragraphs.

91. The allegations contained in Paragraphs 280, 281, 282, 283, 284, 285, and 286 reference litigation documents, filings, discovery materials, and purported statements, all of which speak for themselves. LLT refers to those litigation documents, filings, discovery materials, and statements in their entirety and denies any and all allegations inconsistent therewith. All remaining allegations contained in these Paragraphs are denied.

92. LLT denies the allegations contained in Paragraphs 287 and 288.

93. LLT is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 289 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent a response is required, LLT denied the allegations of Paragraph 289.

As to the Paragraphs beneath the title “Fraudulent Misrepresentation”

94. LLT denies the allegations contained in Paragraph 290 including subparts (a) through (f).

As to the Paragraphs beneath the title “Silent Fraud (a/k/a Fraudulent Concealment)”

95. LLT denies the allegations contained in Paragraph 291, including subparts (a) through (c) thereof.

96. LLT is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 292 and, therefore, these allegations are denied.

97. Responding to Paragraph 293, LLT admits, upon information and belief, the Decedent was diagnosed with mesothelioma. LLT denies the remaining allegations of this paragraph.

98. LLT denies the allegations contained in the unnumbered Paragraph set forth below Paragraph 293 of Plaintiffs’ Complaint beginning with “WHEREFORE.”

AS TO THE EIGHTH CAUSE OF ACTION
(Loss of Consortium)

99. LLT hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

100. Paragraph 294 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

101. LLT is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 295 and 296 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to LLT.

102. To the extent the allegations contained within Paragraph 297 are directed to LLT, they are denied. LLT is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE PRAYER FOR RELIEF

103. Responding to unnumbered Paragraph beginning with "WHEREFORE" and the enumerated sub-parts numbered 1 through 8, LLT denies that Plaintiffs are entitled to the relief sought, denies it is liable for any and all injuries and damages claimed by Plaintiffs, and in reply asserts all applicable defenses it is entitled to assert in either law or equity, including but not limited to those set forth below.

FOR A FIRST DEFENSE

The Complaint, and each purported cause of action contained therein, is barred because it is ambiguous and uncertain.

FOR A SECOND DEFENSE

The Complaint and each purported cause of action contained therein should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure because each fails to allege specific facts sufficient to constitute a valid cause of action against LLT. Specifically, Plaintiffs fail to allege facts sufficient to show LLT had any duty to Plaintiffs, that LLT breached any such duty, or that the injuries alleged by Plaintiffs were caused by exposure to any products or materials LLT is liable for.

FOR A THIRD DEFENSE

If Plaintiffs suffered any injuries or damages the proximate cause of such injuries and damages was the negligence, recklessness, willfulness, and wantonness of persons or entities other than LLT, over whom LLT had not control and, therefore, LLT is not liable for any such injuries or damages.

FOR A FOURTH DEFENSE

This Defendant would show that the claims set forth in the Complaint are barred by the applicable South Carolina statute of limitations, statute of repose and laches, as well as in any other states where it may be claimed that the Plaintiffs was exposed to any products allegedly supplied by this Defendant.

FOR A FIFTH DEFENSE

That Plaintiffs were not in privity with this Defendant and Plaintiffs may not rely upon any warranties which may have been implied or imposed by law upon this Defendant; this Defendant affirmatively states that it breached no warranty.

FOR A SIXTH DEFENSE

That if Plaintiff sustained any injuries or illness as set forth in the Complaint, the same were due to his own willful, wanton, reckless, careless and negligent acts and conduct which combined and concurred with any willful, wanton, reckless or negligent acts and conduct on the part of this Defendant (which is specifically denied) to bring about the said illness or injuries, if any, as the proximate cause thereof and without which the same would not have occurred.

FOR A SEVENTH DEFENSE

That Plaintiff had actual knowledge of and voluntarily assumed the risk incident in repeated use and exposure to asbestos or the products and processes involving the use of asbestos or asbestos-related products or materials which were known to him to be dangerous and further voluntarily adopted a dangerous, willful, wanton, reckless, careless, and negligent and hazardous method or manner of performing the task assigned to him when safer methods of performing the tasks assigned were available, and he thereby assumed the risk of injury in so performing his undertaking in such a hazardous and dangerous manner and that he had actual knowledge of the same perils, if any, or the imminence of danger, if any, which were of such a nature that a prudent person would not have incurred the risk and Plaintiff thereby assumed the risk of exposing himself in working in close proximity to asbestos or the products and processes involving asbestos or asbestos-related insulation materials.

FOR AN EIGHTH DEFENSE

That Plaintiff failed to properly use the product or products in question and abused the product or products and subjected them to abnormal use at the time or times and places alleged in the Complaint, thereby rendering his conduct or misconduct the sole proximate cause or an intervening or superseding cause of his alleged damages.

FOR A NINTH DEFENSE

That if Plaintiff used the product or products supplied by this Defendant (which is denied) the same was used for a purpose not intended by this Defendant and contrary to any instructions or normal method of using the same in such a way as to constitute his conduct by omission and commission as the sole proximate cause or an intervening or superseding cause of his alleged damages

FOR A TENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff and Plaintiff's employer and that the acts and/or omission of recklessness, negligence, willfulness and wantonness upon the part of Plaintiff and Plaintiff's employer were the sole and proximate cause of Plaintiff's injuries and damages, if any.

FOR AN ELEVENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff's labor union, and that the acts and/or omissions of recklessness, negligence, willfulness and wantonness upon the part of the labor union were the sole and proximate cause of Plaintiff injuries and damages, if any.

FOR A TWELFTH DEFENSE

That if Plaintiff was injured by any products supplied or manufactured by this Defendant, which is denied, Plaintiff discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by South Carolina Code of Laws Section 15-73-20 (1976).

FOR A THIRTEENTH DEFENSE

That if Plaintiff used any product or products supplied by or manufactured by this Defendant, it was while employed by Defendant or a predecessor company. Therefore, Plaintiff cannot maintain this tort action against this Defendant for the reason that the South Carolina Workmen's Compensation Act provides that it is the sole and exclusive remedy for injuries or death sustained by an employee when the employer and employee are governed under the terms of that Act, South Carolina Code Section 42-1-540. This Defendant also raises the same defense, workmen's compensation, if applicable, under the laws of any other state which may apply or the Longshoremen and Harbor Worker's Compensation Act.

FOR A FOURTEENTH DEFENSE

That the alleged injuries to Plaintiff occurred or were allegedly sustained prior to the enactment of Section 15-73-10 of the South Carolina Code of Laws (1976), and Plaintiff therefore is prohibited by law from asserting a cause of action based on strict liability for either actual or punitive damages.

FOR A FIFTEENTH DEFENSE

That Plaintiff did not notify the Defendant within a reasonable period of time after he discovered or should have discovered the alleged defect in the products, and therefore is barred from recovery.

FOR A SIXTEENTH DEFENSE

If Plaintiff sustained injuries as a result of exposure to asbestos or asbestos-containing products, which is denied, then such injuries were or may have been due to exposure to products of manufacturers not named as defendants in this action, including but not limited to Johns-

Manville, Unarco, Amatex, The Celotex Corporation, Carey Canada, Inc. and Eagle-Picher Industries, Inc.

FOR A SEVENTEENTH DEFENSE

This Defendant alleges that by virtue of the doctrine of judicial estoppel Plaintiff is precluded from taking a position inconsistent with one taken with respect to the same facts in earlier litigation and is, therefore, precluded from alleging the material facts necessary to state a cause of action against this Defendant.

FOR AN EIGHTEENTH DEFENSE

In the event it is determined that any product manufactured or sold by this Defendant was dangerous, which danger is specifically denied, this Defendant was unaware of such danger as it would apply to any conceivable use of the products by Plaintiff. In addition, the discovery of such danger was beyond the state of the art at the time such product or products were manufactured, distributed, sold, or installed. Further, such products were manufactured, distributed, sold, and installed in conformity with the state of the art and/or prevailing industry standards at the time.

FOR A NINETEENTH DEFENSE

This Defendant states that if Plaintiff was exposed to any asbestos-containing products, said products at the time were manufactured in conformity with federal and state regulations, standards, specifications and laws. Consequently, recovery by Plaintiff herein is barred.

FOR A TWENTIETH DEFENSE

Plaintiff's employer was and is a sophisticated user and knew independently, or should have known, of any danger or hazard associated with the use of a product containing asbestos and of exposure to asbestos dust or fibers. Furthermore, Plaintiff and/or Plaintiff's employer was warned of the danger or hazard associated with the use of asbestos-containing products, and

Plaintiff and/or Plaintiff's employer failed to rely upon such warning, resulting in alleged damages to Plaintiff due to Plaintiff and/or Plaintiff's employer's acts and omissions and failure to act as a sophisticated user.

FOR A TWENTY-FIRST DEFENSE

Plaintiff's Complaint should be dismissed for its failure to comply with the requirements of Section 44-135-10 et seq., of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006", as Plaintiffs have failed to make the prima facie showing required by the Act.

FOR A TWENTY-SECOND DEFENSE

Plaintiffs may not have standing to bring this claim pursuant to Section 15-5-150 of the South Carolina Code, also referred to as South Carolina's Door Closing Statute.

FOR A TWENTY-THIRD DEFENSE

There are no allegations against this Defendant stated with sufficient particularity to constitute a cause of action for fraud, fraudulent concealment, concert of action, conspiracy or the like which would meet the requirement of Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-FOURTH DEFENSE

This Defendant is entitled to a set-off from any and all sums recovered by or on behalf of Plaintiffs by way of any settlement, judgment, claim, or otherwise which were or are entered into or received by Plaintiffs from any party or non-party to this action.

FOR A TWENTY-FIFTH DEFENSE

The Defendant asserts and would show that venue is improper with respect to this Defendant.

FOR A TWENTY-SIXTH DEFENSE

Defendant asserts and would show that this Court lacks personal jurisdiction over the person of this Defendant and Plaintiff's claims should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-SEVENTH DEFENSE

Defendant asserts there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

FOR A TWENTY-EIGHTH DEFENSE

That the Plaintiff failed to exercise ordinary care for his own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

FOR A TWENTY-NINTH DEFENSE

The Defendant shows that it has not engaged in any activity which would entitle the plaintiff to punitive or exemplary damages.

FOR A THIRTIETH DEFENSE

The Defendant shows that Plaintiffs' claims for punitive damages are barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE

The Defendant shows that any exposure of Plaintiff to asbestos-containing products for which this Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

FOR A THIRTY-SECOND DEFENSE

The Defendant shows that it has breached neither express nor implied warranties.

FOR A THIRTY-THIRD DEFENSE

The Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Status of Frauds.

FOR A THIRTY-FOURTH DEFENSE

The Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Defendant.

FOR A THIRTY-FIFTH DEFENSE

The Defendant shows that the damages alleged in the Complaint are not recoverable under an express warranty theory.

FOR A THIRTY-SIXTH DEFENSE

The Defendant denies that it gave, made or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

FOR A THIRTY-SEVENTH DEFENSE

The Defendant shows that it has committed no negligence, whether by act of commission, or act of omission.

FOR A THIRTY-EIGHTH DEFENSE

The Defendant denies any and all liability to the extent that Plaintiffs asserts this Defendant's alleged liability as a successor, successor in business, successor in product line, assignee, predecessor, predecessor in business, predecessor in product line, parent, alter ego, subsidiary, or other derivative status as a theory of liability.

FOR A THIRTY-NINTH DEFENSE

The Defendant shows that there was no concert of action between this Defendant and any other Defendants herein, therefore, the Defendants are not joint tort-feasors and this Defendant may not be held jointly and severally liable with other the Defendants.

FOR A FORTIETH DEFENSE

The Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various other parties and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

FOR A FORTY-FIRST DEFENSE

The Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause, or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

FOR A FORTY-SECOND DEFENSE

To the extent Plaintiffs' Complaint asserts a demand for punitive damages, this Defendant specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A FORTY-THIRD DEFENSE

To the extent the Court submits the question of punitive damages to the jury, any award of punitive damages is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530,

and Defendant pleads and incorporates all defenses, limitations on damages, and other privileges set forth in S.C. Code Ann. § 15-32-530 as if fully stated verbatim herein.

FOR A FORTY-FOURTH DEFENSE

Plaintiffs' claim is reduced or eliminated by the "Limitation of Cumulative Successor Asbestos-Related Liabilities of Corporation" appearing at South Carolina Code Section 15-81-140 et seq. and similar or related provisions of the common law, statutes and regulations of South Carolina law or the law of any other state that may be applicable.

FOR A FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred or reduced by the doctrines of res judicata, waiver, release, laches, and/or conditions precedent or subsequent.

FOR A FORTY-SIXTH DEFENSE

Upon information and belief, the injuries and damages alleged by Plaintiff were proximately caused by the intervening and superseding negligence, recklessness, willfulness, wantonness, and fault of parties or entities other than this Defendant. Such intervening and superseding negligence, recklessness, willfulness, wantonness, and fault are the sole cause of the injuries and damages for which Plaintiff seeks recovery. Therefore, this Defendant is not liable.

FOR A FORTY-SEVENTH DEFENSE

Any claim by Plaintiffs for punitive damages under strict liability or breach of warranty causes of actions are precluded by South Carolina law.

FOR A FORTY-EIGHTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims

against this Defendant on a theory of strict liability, this Defendant avers all defenses that are, or may become available to it under Restatement (Second) of Torts, §402A and the comments thereto, as codified by S. C. Code Ann. § 15-73-30.

FOR A FORTY-NINTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on any theory, this Defendant avers that any such products or materials, and any conduct of this Defendant were in conformity with the state of the art in science, medicine, technology, and prevailing regulations, industry standards, customs, and practices at all times material to Plaintiffs' claims. This Defendant further avers that the state of medical, scientific, and technological knowledge at all times material to Plaintiffs' claims was such that this Defendant neither knew, nor could reasonably have known of the risks alleged in the Complaint, which are denied. Therefore, this Defendant is not liable to Plaintiffs.

FOR A FIFTIETH DEFENSE

Under the South Carolina Contribution Among Tortfeasors Act, S.C. Code Ann. §15-38-15 (2005), the damages for which Plaintiffs seek recovery against this Defendant are limited to the percentage of fault, if any, attributable to the conduct of this Defendant.

FOR A FIFTY-FIRST DEFENSE

Defendant would show that Plaintiffs' claims for punitive damages is barred, reduced, bifurcated, capped, or otherwise impacted by the South Carolina Fairness in Civil Justice Act of 2011 and/or similar and/or related statutes and limitations.

FOR A FIFTY-SECOND DEFENSE

Plaintiff was employed by a knowledgeable and sophisticated user/employer and any duty this Defendant may have had to warn Plaintiff of any potential dangers incident to use of this Defendant's products, which duty is denied, was discharged by the employer's intervening duty to give Plaintiff warning.

FOR A FIFTY-THIRD DEFENSE

Upon information and belief, Plaintiff has failed to mitigate or otherwise act to lessen or reduce the injuries and disabilities alleged in the Complaint.

FOR A FIFTY-FOURTH DEFENSE

This Defendant states that at all times alleged in the Complaint the products alleged to have caused Plaintiff's injuries were manufactured, supplied and/or installed in compliance with reasonably precise government specifications and contracts and conform to those specifications and contracts. Said specification and contract requirements were for a specific intended use by the United States government and there were not known or perceived dangers in the use of said materials that were not equally known and perceived by the United States government.

FOR A FIFTY-FIFTH DEFENSE

This Defendant reserves the right to assert all other defenses available to it under law at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIFTY-SIXTH DEFENSE

This Defendant incorporates by reference any and all affirmative defenses not adverse to this Defendant asserted by other Defendants in this action as though the same were set forth fully herein.

WHEREFORE, having fully answered Plaintiffs' Complaint, LLT respectfully prays that the Court:

- A. Dismiss Plaintiffs' claims with prejudice;
- B. Enter judgment in favor of LLT against all Plaintiffs' claims;
- C. Award LLT attorneys' fees and costs incurred in defending the claims set forth in Plaintiffs' Complaint and all previous pleadings; and
- D. Grant such other and further relief as the Court deems just and proper.

THIS DEFENDANT RESPECTFULLY DEMANDS A JURY TRIAL.

NELSON MULLINS RILEY & SCARBOROUGH LLP

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February 16, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and	)	
LONNIE L. LONG,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 2023-CP-40-04072
v.	)	
	)	
AMERICAN INTERNATIONAL	)	
INDUSTRIES; et al.,	)	
	)	
Defendants.	)	
	)	

**DEFENDANT JOHNSON & JOHNSON HOLDCO (NA), INC.'S ANSWER TO
PLAINTIFF'S SECOND AMENDED COMPLAINT**

The Defendant Johnson & Johnson Holdco (NA), Inc. (hereinafter "J&J Holdco" or "Defendant"), responds to Plaintiffs' Second Amended Complaint ("Complaint") as follows by denying each and every allegation not specifically admitted herein and by further responding as follows:

GENERAL ALLEGATIONS

1. J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to J&J Holdco.

2. The allegations of Paragraph 2 of the Complaint, including its subparts (a) through (f), set forth legal conclusions concerning jurisdiction and other matters which J&J Holdco is required to neither admit nor deny. To the extent a response is deemed to be required, J&J Holdco denies the allegations of this Paragraph.

3. Paragraph 3 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, J&J Holdco denies these allegations.

4. Paragraph 4 is denied.

5. In response to Paragraph 5, J&J Holdco admits only that it is a corporation formed under the laws of a state other than South Carolina. The final sentence of Paragraph 5 states legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, J&J Holdco denies these allegations and denies any remaining allegations contained in Paragraph 5.

6. J&J Holdco denies the allegations of Paragraph 6 insofar as they are directed to J&J Holdco. J&J Holdco is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

7. Paragraphs 7 and 8 set forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, J&J Holdco denies these allegations.

8. To the extent the allegations contained in Paragraphs 9, 10, 11, 12, and 13 are directed to J&J Holdco, they are denied. J&J Holdco is without information or knowledge sufficient to form a belief as to the remaining allegations contained in these Paragraphs and therefore those allegations are also denied.

9. Paragraph 14 contains a statement to which no response is required. To the extent a response is deemed necessary and to the extent the allegations are directed to J&J Holdco, they are denied. J&J Holdco is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

10. To the extent the allegations contained in Paragraph 15 are directed to J&J Holdco, they are denied. J&J Holdco is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

11. Paragraph 16 contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, J&J Holdco denies the allegations of this Paragraph. J&J Holdco is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

12. J&J Holdco is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 17, and, therefore, these allegations are denied.

13. J&J Holdco denies the allegations contained in Paragraph 18 to the extent they are directed to J&J Holdco. To the extent the allegations of this Paragraph are directed to other Defendants, J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

14. In response to Paragraph 19, J&J Holdco admits only that it is a corporation formed under the laws of a state other than South Carolina. The remaining allegations of this Paragraph, to the extent they pertain to J&J Holdco, are denied. To the extent the allegations of this Paragraph are directed to other Defendants, J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

15. J&J Holdco is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 20, and, therefore, these allegations are denied.

16. To the extent the allegations contained in Paragraphs 21, 22, and 23 are directed to J&J Holdco, they are denied. J&J Holdco is without information or knowledge sufficient to form

a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
BRENNTAG NORTH AMERICA, INC. AND BRENNTAG SPECIALTIES, LLC**

17. Paragraphs 24, 25, 26, 27, 28, and 29 directed at other Defendants and, therefore, no response is required from J&J Holdco. To the extent a response is deemed required, J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC.,
KENVUE INC., JANSSEN PHARMACEUTICALS, INC., LTL MANAGEMENT
LLC, and LLT MANAGEMENT LLC**

18. Responding to the allegations contained in Paragraph 30, J&J Holdco admits only that, at times, Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder. J&J Holdco is without information sufficient to form a belief as to whether the Plaintiff ever purchased and/or used Johnson's Baby Powder or any other Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 30 to that effect. The allegations contained in Paragraph 30 sub-paragraphs (a) through (f) are verbatim, or near verbatim, quotations from a legal filing (*see* Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). J&J Holdco refers to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. J&J Holdco denies any remaining allegations contained in Paragraph 30 and all subparts thereto, specifically denies that it caused the Plaintiff Michael

Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies any remaining allegations in this paragraph.

19. Responding to the allegations contained in Paragraph 31, LTL admits only at times, Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder during the time alleged. J&J Holdco is without information sufficient to form a belief as to whether Plaintiffs or any of Plaintiffs' family members ever purchased and/or used any Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 31 to that effect. The allegations contained in sub-paragraphs (a) through (f) of Paragraph 31 are verbatim, or near verbatim, quotations from a legal filing (see Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). J&J Holdco craves reference to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. J&J Holdco denies any remaining allegations contained in Paragraph 31, specifically denies that it caused Plaintiff Michael Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies any remaining allegations in this paragraph..

20. Paragraphs 32, 33, and 34 are denied.

21. The introductory portion of Paragraph 35 states legal conclusions to which no response is required. To the extent a response is deemed necessary, J&J Holdco denies these allegations. To the extent the contents of this Paragraph allege or imply J&J Holdco engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (l) refer to sworn testimony, legal documents, corporate filings, and other associated documents which speak for themselves. J&J Holdco refers to those documents, in their entirety,

and denies any allegations inconsistent with the referenced documents and/or filings. J&J Holdco specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies any remaining allegations in this paragraph.

22. The introductory portion of Paragraph 36 states legal conclusions to which no response is required. To the extent a response is deemed necessary, J&J Holdco denies these allegations. To the extent the contents of this Paragraph allege or imply J&J Holdco engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (i) refer to legal documents, corporate filings, and other associated documents which speak for themselves. J&J Holdco refers to those documents, corporate filings, and other associated documents in their entirety and denies any allegations inconsistent therewith. J&J Holdco specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies any remaining allegations in this paragraph.

23. Paragraph 37 and its subparagraphs (a) through (e) refer to legal documents, corporate filings, and other associated documents which speak for themselves. J&J Holdco refers to those documents in their entirety and denies any allegations inconsistent therewith. J&J Holdco specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies any remaining allegations in this paragraph.

24. The introductory portion of Paragraph 38 states legal conclusions to which no response is required. To the extent a response is deemed necessary, J&J Holdco denies these allegations. To the extent the contents of this Paragraph allege or imply J&J Holdco engaged in

any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (m) refer to sworn testimony, legal documents, corporate filings, and other associated documents which speak for themselves. J&J Holdco refers to those documents in their entirety and denies any allegations inconsistent therewith. J&J Holdco specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiffs' factual allegations. J&J Holdco denies any remaining allegations in this paragraph.

25. J&J Holdco denies the allegations contained in Paragraph 39, including the allegations contained in subparagraphs (a) through (f).

26. J&J Holdco denies the allegations contained in Paragraph 40, including the allegations contained in subparagraphs (a) through (g).

27. J&J Holdco denies the allegations contained in the introductory portion of Paragraph 41. To the extent the contents of this Paragraph allege or imply J&J Holdco engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (p) refer to testing results, reports, documents, communications, and alleged statements which speak for themselves. J&J Holdco refers to those documents in their entirety and denies any allegations inconsistent therewith. J&J Holdco specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies any remaining allegations in this paragraph.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS IMI FABI (USA) INC., IMI FABI, LLC AND IMI FABI (DIANA) LLC THE PARTIES

28. Paragraphs 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51 are directed at other Defendants and, therefore, no response is required from J&J Holdco. To the extent a response is deemed required, John-son & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANT
PTI ROYSTON, LLC**

29. Paragraphs 52, 53, 54, 55, 56, 57, and 58 are directed at other Defendants and, therefore, no response is required from J&J Holdco. To the extent a response is deemed required, John-son & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

THE PARTIES

30. J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 59 and 60 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to J&J Holdco.

31. Paragraphs 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, and 96 are directed at other Defendants and, therefore, no response is required from J&J Holdco. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

32. Responding to Paragraph 97 of the Complaint, J&J Holdco admits only so much as alleged that it is a corporation formed under the laws of a state other than South Carolina. J&J Holdco denies the remaining allegations of Paragraph 97.

33. Paragraphs 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 120 are directed at other Defendants and, therefore, no response is required from J&J Holdco. To the extent a response is deemed required, J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

BACKGROUND FACTS

34. J&J Holdco hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

35. Paragraph 121 is a statement which requires no response. To the extent a response is deemed necessary, J&J Holdco denies the allegations contained in this Paragraph.

36. J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 122, 123, 124, and 125, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to J&J Holdco.

37. J&J Holdco denies the allegations of Paragraph 126 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

38. Paragraph 127 is a statement which requires no response. To the extent a response is deemed necessary, J&J Holdco denies the allegations contained in this Paragraph.

39. J&J Holdco denies the allegations of Paragraph 128 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

40. Paragraph 129 contains a legal conclusion to which no response is required. To the extent a response is deemed required, J&J Holdco denies these allegations.

41. J&J Holdco is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 130 and, therefore, these allegations are denied.

42. Responding to Paragraph 131, J&J Holdco admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. J&J Holdco denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs.

43. Responding to Paragraph 132, to the extent the allegations contained in this Paragraph are directed to J&J Holdco they are denied. J&J Holdco is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

44. Responding to Paragraph 133, J&J Holdco admits, upon information and belief, the Decedent incurred medical expenses related to his disease, but specifically denies that it was the cause of any of the injuries or damages claimed by Plaintiffs. To the extent the remaining allegations contained in this Paragraph are directed to J&J Holdco they are denied. J&J Holdco is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

45. Responding to Paragraph 134, to the extent the allegations contained in this Paragraph are directed to J&J Holdco they are denied. J&J Holdco is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

AS TO THE FIRST CAUSE OF ACTION
(Product Liability: Negligence)

46. J&J Holdco hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

47. Paragraph 135 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

48. To the extent the allegations contained in Paragraphs 136, 137, 139, 139, 140, and 141 are directed to J&J Holdco, they are denied. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other defendants and, therefore, those allegations are likewise denied.

49. Responding to Paragraph 142, J&J Holdco admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. J&J Holdco further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

50. J&J Holdco denies the allegations of Paragraphs 143, 144, 145, 146, 147, 148, 149, and 150 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SECOND CAUSE OF ACTION
(Product Liability: Strict Liability – S.C. Code Ann. § 15-73-10, et seq.)

51. J&J Holdco hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

52. Paragraph 151 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

53. Responding to Paragraph 152, J&J Holdco admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. J&J Holdco further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. J&J Holdco

is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

54. J&J Holdco denies the allegations of Paragraphs 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, and 167 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE THIRD CAUSE OF ACTION
(Negligence Per Se)

55. J&J Holdco hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

56. Paragraph 168 is Plaintiffs' incorporation of their preceding allegations to which no response is required

57. J&J Holdco denies the allegations of Paragraphs 169, 170, and 171 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. & 36-2-314)

58. J&J Holdco hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

59. Paragraph 172 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

60. J&J Holdco denies the allegations of Paragraphs 173, 174, and 175 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

61. J&J Holdco hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

62. Paragraph 176 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

63. J&J Holdco denies the allegations of Paragraphs 177, 178, and 179 of the Complaint insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

64. J&J Holdco hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

65. Paragraph 180 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

66. Responding to Paragraph 181 J&J Holdco admits only that at times, Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders. To the extent the remaining allegations contained in this paragraph are directed to J&J Holdco, they are denied. J&J Holdco is without sufficient information or knowledge to form a

belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

67. J&J Holdco denies the allegations contained in Paragraph 182 to the extent the allegations contained in this Paragraph are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

68. The allegations contained in Paragraph 183 references “medical and scientific data” which speaks for itself. J&J Holdco denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

69. Paragraph 184 contains a purported statement of fact to which no response is necessary.

70. The allegations contained in Paragraphs 185 reference scientific data, reports, and documents which speak for themselves. J&J Holdco denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

71. To the extent the allegations contained in Paragraph 186 are directed to J&J Holdco, J&J Holdco admits only that it has employed or consulted with various individuals regarding the safety of its products throughout its existence. The remaining allegations of this Paragraph, to the

extent they are directed to J&J Holdco, are denied. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

72. Paragraphs 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 reference various testing results, reports and publications, documents, communications, and alleged statements. J&J Holdco would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. J&J Holdco denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to J&J Holdco. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

73. J&J Holdco denies the allegations contained in Paragraph 201 to the extent the allegations contained in this Paragraph are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

74. Paragraphs 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216 and 217 reference various testing results, reports and publications, documents, communications, and alleged statements. J&J Holdco would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. J&J Holdco denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to J&J Holdco. J&J Holdco is without knowledge or information sufficient to form a belief as to

the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

75. J&J Holdco denies the allegations contained in Paragraphs 218 and 219 to the extent the allegations contained in these Paragraphs are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

76. Paragraphs 220, 221, 222, 223, and 224 reference various testing results, reports and publications, documents, communications, and alleged statements. J&J Holdco would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. J&J Holdco denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to J&J Holdco. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

77. J&J Holdco denies the allegations contained in Paragraphs 225, 226, 227, 228, and 229 (including its subparagraphs (a) through (d)) to the extent the allegations contained in these Paragraphs are directed to J&J Holdco. J&J Holdco is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

78. J&J Holdco is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 230 as to what the Decedent relied on and,

therefore, these allegations are denied. J&J Holdco denies any remaining allegations in Paragraph 230.

79. Paragraphs 231 and 232 reference various testing results, reports, documents, communications, and alleged statements. J&J Holdco would refer to those test results, reports, documents, communications, and statements in their entirety, all of which speak for themselves. J&J Holdco denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to J&J Holdco. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

80. To the extent the allegations contained in Paragraphs 233, 234, 235, 236, and 237 are directed to J&J Holdco, they are denied. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

81. Paragraph 238 references a written publication which speaks for itself. J&J Holdco denies any and all allegations inconsistent therewith and denies any remaining allegation in Paragraph 205.

82. To the extent the allegations contained in Paragraphs 239, 240 (including its subparts (i) through (iii)), 241, and 242 are directed to J&J Holdco, they are denied. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE SEVENTH CAUSE OF ACTION
(Fraud as to Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and LTL Management LLC)

83. J&J Holdco hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

84. The allegations contained in Paragraph 242 are denied to the extent they are directed to J&J Holdco. As to the remaining allegations, J&J Holdco is without sufficient knowledge for form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, denies the same.

85. Paragraphs 243, 244, 245, 246, 247, and 248 reference documents attached as Exhibits to Plaintiffs' Complaint as well as various testing results, reports, documents, advertisements, and alleged statements, all of which speak for themselves. J&J Holdco denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to J&J Holdco.

86. The allegations contained in Paragraph 249 references statements purportedly made by J&J Holdco in previous litigation. J&J Holdco refers to those purported statements in their entirety, which speak for themselves, and denies any allegations inconsistent therewith. The remaining allegations contained in this Paragraph are denied.

87. J&J Holdco denies the allegations contained in Paragraph 250.

88. Paragraphs 251, 252, 253, 254, and 255 refer to various test results, reports, documents, and alleged statements which all speak for themselves. J&J Holdco refers to each of these test results, reports, documents, or alleged statements in their entirety, denies any and all allegations inconsistent therewith, and specifically denies it caused Plaintiff Michael Perry's

disease and any other wrongdoing alleged or implied by Plaintiff's factual allegations. J&J Holdco denies all remaining allegations contained in these Paragraphs.

89. J&J Holdco denies the allegations contained in Paragraphs 256 and 257.

90. The allegations contained in Paragraphs 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, and 279 reference test results, reports, documents, advertisements, communications and alleged statements which all speak for themselves. J&J Holdco refers to these results, reports, documents, advertisements, communications and alleged statements in their entirety and denies any and all allegations inconsistent therewith. J&J Holdco denies all remaining allegations contained in these Paragraphs.

91. The allegations contained in Paragraphs 280, 281, 282, 283, 284, 285, and 286 reference litigation documents, filings, discovery materials, and purported statements, all of which speak for themselves. J&J Holdco refers to those litigation documents, filings, discovery materials, and statements in their entirety and denies any and all allegations inconsistent therewith. All remaining allegations contained in these Paragraphs are denied.

92. J&J Holdco denies the allegations contained in Paragraphs 287 and 288.

93. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 289 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent a response is required, J&J Holdco denied the allegations of Paragraph 289.

As to the Paragraphs beneath the title "Fraudulent Misrepresentation"

94. J&J Holdco denies the allegations contained in Paragraph 290 including subparts (a) through (f).

As to the Paragraphs beneath the title "Silent Fraud (a/k/a Fraudulent Concealment)"

95. J&J Holdco denies the allegations contained in Paragraph 291, including subparts (a) through (c) thereof.

96. J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 292 and, therefore, these allegations are denied.

97. Responding to Paragraph 293, J&J Holdco admits, upon information and belief, the Decedent was diagnosed with mesothelioma. J&J Holdco denies the remaining allegations of this paragraph.

98. J&J Holdco denies the allegations contained in the unnumbered Paragraph set forth below Paragraph 293 of Plaintiffs' Complaint beginning with "WHEREFORE."

AS TO THE EIGHTH CAUSE OF ACTION
(Loss of Consortium)

99. J&J Holdco hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

100. Paragraph 294 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

101. J&J Holdco is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 295 and 296 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to J&J Holdco.

102. To the extent the allegations contained within Paragraph 297 are directed to J&J Holdco, they are denied. J&J Holdco is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE PRAYER FOR RELIEF

103. Responding to unnumbered Paragraph beginning with “WHEREFORE” and the enumerated sub-parts numbered 1 through 8, J&J Holdco denies that Plaintiffs are entitled to the relief sought, denies it is liable for any and all injuries and damages claimed by Plaintiffs, and in reply asserts all applicable defenses it is entitled to assert in either law or equity, including but not limited to those set forth below.

FOR A FIRST DEFENSE

The Complaint, and each purported cause of action contained therein, is barred because it is ambiguous and uncertain.

FOR A SECOND DEFENSE

The Complaint and each purported cause of action contained therein should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure because each fails to allege specific facts sufficient to constitute a valid cause of action against J&J Holdco. Specifically, Plaintiffs fail to allege facts sufficient to show J&J Holdco had any duty to Plaintiffs, that J&J Holdco breached any such duty, or that the injuries alleged by Plaintiffs were caused by exposure to any products or materials J&J Holdco is liable for.

FOR A THIRD DEFENSE

If Plaintiffs suffered any injuries or damages the proximate cause of such injuries and damages was the negligence, recklessness, willfulness, and wantonness of persons or entities other than J&J Holdco, over whom J&J Holdco had not control and, therefore, J&J Holdco is not liable for any such injuries or damages.

FOR A FOURTH DEFENSE

This Defendant would show that the claims set forth in the Complaint are barred by the applicable South Carolina statute of limitations, statute of repose and laches, as well as in any other states where it may be claimed that the Plaintiffs was exposed to any products allegedly supplied by this Defendant.

FOR A FIFTH DEFENSE

That Plaintiffs were not in privity with this Defendant and Plaintiffs may not rely upon any warranties which may have been implied or imposed by law upon this Defendant; this Defendant affirmatively states that it breached no warranty.

FOR A SIXTH DEFENSE

That if Plaintiff sustained any injuries or illness as set forth in the Complaint, the same were due to his own willful, wanton, reckless, careless and negligent acts and conduct which combined and concurred with any willful, wanton, reckless or negligent acts and conduct on the part of this Defendant (which is specifically denied) to bring about the said illness or injuries, if any, as the proximate cause thereof and without which the same would not have occurred.

FOR A SEVENTH DEFENSE

That Plaintiff had actual knowledge of and voluntarily assumed the risk incident in repeated use and exposure to asbestos or the products and processes involving the use of asbestos or asbestos-related products or materials which were known to him to be dangerous and further voluntarily adopted a dangerous, willful, wanton, reckless, careless, and negligent and hazardous method or manner of performing the task assigned to him when safer methods of performing the tasks assigned were available, and he thereby assumed the risk of injury in so performing his undertaking in such a hazardous and dangerous manner and that he had actual knowledge of the

same perils, if any, or the imminence of danger, if any, which were of such a nature that a prudent person would not have incurred the risk and Plaintiff thereby assumed the risk of exposing himself in working in close proximity to asbestos or the products and processes involving asbestos or asbestos-related insulation materials.

FOR AN EIGHTH DEFENSE

That Plaintiff failed to properly use the product or products in question and abused the product or products and subjected them to abnormal use at the time or times and places alleged in the Complaint, thereby rendering his conduct or misconduct the sole proximate cause or an intervening or superseding cause of his alleged damages.

FOR A NINTH DEFENSE

That if Plaintiff used the product or products supplied by this Defendant (which is denied) the same was used for a purpose not intended by this Defendant and contrary to any instructions or normal method of using the same in such a way as to constitute his conduct by omission and commission as the sole proximate cause or an intervening or superseding cause of his alleged damages

FOR A TENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff and Plaintiff's employer and that the acts and/or omission of recklessness, negligence, willfulness and wantonness upon the part of Plaintiff and Plaintiff's employer were the sole and proximate cause of Plaintiff's injuries and damages, if any.

FOR AN ELEVENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff's labor union, and that the acts and/or omissions of recklessness, negligence, willfulness and wantonness upon the part of the labor union were the sole and proximate cause of Plaintiff injuries and damages, if any.

FOR A TWELFTH DEFENSE

That if Plaintiff was injured by any products supplied or manufactured by this Defendant, which is denied, Plaintiff discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by South Carolina Code of Laws Section 15-73-20 (1976).

FOR A THIRTEENTH DEFENSE

That if Plaintiff used any product or products supplied by or manufactured by this Defendant, it was while employed by Defendant or a predecessor company. Therefore, Plaintiff cannot maintain this tort action against this Defendant for the reason that the South Carolina Workmen's Compensation Act provides that it is the sole and exclusive remedy for injuries or death sustained by an employee when the employer and employee are governed under the terms of that Act, South Carolina Code Section 42-1-540. This Defendant also raises the same defense, workmen's compensation, if applicable, under the laws of any other state which may apply or the Longshoremen and Harbor Worker's Compensation Act.

FOR A FOURTEENTH DEFENSE

That the alleged injuries to Plaintiff occurred or were allegedly sustained prior to the enactment of Section 15-73-10 of the South Carolina Code of Laws (1976), and Plaintiff therefore

is prohibited by law from asserting a cause of action based on strict liability for either actual or punitive damages.

FOR A FIFTEENTH DEFENSE

That Plaintiff did not notify the Defendant within a reasonable period of time after he discovered or should have discovered the alleged defect in the products, and therefore is barred from recovery.

FOR A SIXTEENTH DEFENSE

If Plaintiff sustained injuries as a result of exposure to asbestos or asbestos-containing products, which is denied, then such injuries were or may have been due to exposure to products of manufacturers not named as defendants in this action, including but not limited to Johns-Manville, Unarco, Amatex, The Celotex Corporation, Carey Canada, Inc. and Eagle-Picher Industries, Inc.

FOR A SEVENTEENTH DEFENSE

This Defendant alleges that by virtue of the doctrine of judicial estoppel Plaintiff is precluded from taking a position inconsistent with one taken with respect to the same facts in earlier litigation and is, therefore, precluded from alleging the material facts necessary to state a cause of action against this Defendant.

FOR AN EIGHTEENTH DEFENSE

In the event it is determined that any product manufactured or sold by this Defendant was dangerous, which danger is specifically denied, this Defendant was unaware of such danger as it would apply to any conceivable use of the products by Plaintiff. In addition, the discovery of such danger was beyond the state of the art at the time such product or products were manufactured,

distributed, sold, or installed. Further, such products were manufactured, distributed, sold, and installed in conformity with the state of the art and/or prevailing industry standards at the time.

FOR A NINETEENTH DEFENSE

This Defendant states that if Plaintiff was exposed to any asbestos-containing products, said products at the time were manufactured in conformity with federal and state regulations, standards, specifications and laws. Consequently, recovery by Plaintiff herein is barred.

FOR A TWENTIETH DEFENSE

Plaintiff's employer was and is a sophisticated user and knew independently, or should have known, of any danger or hazard associated with the use of a product containing asbestos and of exposure to asbestos dust or fibers. Furthermore, Plaintiff and/or Plaintiff's employer was warned of the danger or hazard associated with the use of asbestos-containing products, and Plaintiff and/or Plaintiff's employer failed to rely upon such warning, resulting in alleged damages to Plaintiff due to Plaintiff and/or Plaintiff's employer's acts and omissions and failure to act as a sophisticated user.

FOR A TWENTY-FIRST DEFENSE

Plaintiff's Complaint should be dismissed for its failure to comply with the requirements of Section 44-135-10 et seq., of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006", as Plaintiffs have failed to make the prima facie showing required by the Act.

FOR A TWENTY-SECOND DEFENSE

Plaintiffs may not have standing to bring this claim pursuant to Section 15-5-150 of the South Carolina Code, also referred to as South Carolina's Door Closing Statute.

FOR A TWENTY-THIRD DEFENSE

There are no allegations against this Defendant stated with sufficient particularity to constitute a cause of action for fraud, fraudulent concealment, concert of action, conspiracy or the like which would meet the requirement of Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-FOURTH DEFENSE

This Defendant is entitled to a set-off from any and all sums recovered by or on behalf of Plaintiffs by way of any settlement, judgment, claim, or otherwise which were or are entered into or received by Plaintiffs from any party or non-party to this action.

FOR A TWENTY-FIFTH DEFENSE

The Defendant asserts and would show that venue is improper with respect to this Defendant.

FOR A TWENTY-SIXTH DEFENSE

Defendant asserts and would show that this Court lacks personal jurisdiction over the person of this Defendant and Plaintiff's claims should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-SEVENTH DEFENSE

Defendant asserts there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

FOR A TWENTY-EIGHTH DEFENSE

That the Plaintiff failed to exercise ordinary care for his own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

FOR A TWENTY-NINTH DEFENSE

The Defendant shows that it has not engaged in any activity which would entitle the plaintiff to punitive or exemplary damages.

FOR A THIRTIETH DEFENSE

The Defendant shows that Plaintiffs' claims for punitive damages are barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE

The Defendant shows that any exposure of Plaintiff to asbestos-containing products for which this Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

FOR A THIRTY-SECOND DEFENSE

The Defendant shows that it has breached neither express nor implied warranties.

FOR A THIRTY-THIRD DEFENSE

The Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Status of Frauds.

FOR A THIRTY-FOURTH DEFENSE

The Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Defendant.

FOR A THIRTY-FIFTH DEFENSE

The Defendant shows that the damages alleged in the Complaint are not recoverable under an express warranty theory.

FOR A THIRTY-SIXTH DEFENSE

The Defendant denies that it gave, made or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

FOR A THIRTY-SEVENTH DEFENSE

The Defendant shows that it has committed no negligence, whether by act of commission, or act of omission.

FOR A THIRTY-EIGHTH DEFENSE

The Defendant denies any and all liability to the extent that Plaintiffs asserts this Defendant's alleged liability as a successor, successor in business, successor in product line, assignee, predecessor, predecessor in business, predecessor in product line, parent, alter ego, subsidiary, or other derivative status as a theory of liability.

FOR A THIRTY-NINTH DEFENSE

The Defendant shows that there was no concert of action between this Defendant and any other Defendants herein, therefore, the Defendants are not joint tort-feasors and this Defendant may not be held jointly and severally liable with other the Defendants.

FOR A FORTIETH DEFENSE

The Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various other parties and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

FOR A FORTY-FIRST DEFENSE

The Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause, or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

FOR A FORTY-SECOND DEFENSE

To the extent Plaintiffs' Complaint asserts a demand for punitive damages, this Defendant specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1966); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A FORTY-THIRD DEFENSE

To the extent the Court submits the question of punitive damages to the jury, any award of punitive damages is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530, and Defendant pleads and incorporates all defenses, limitations on damages, and other privileges set forth in S.C. Code Ann. § 15-32-530 as if fully stated verbatim herein.

FOR A FORTY-FOURTH DEFENSE

Plaintiffs' claim is reduced or eliminated by the "Limitation of Cumulative Successor Asbestos-Related Liabilities of Corporation" appearing at South Carolina Code Section 15-81-140 et seq. and similar or related provisions of the common law, statutes and regulations of South Carolina law or the law of any other state that may be applicable.

FOR A FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred or reduced by the doctrines of res judicata, waiver, release, laches, and/or conditions precedent or subsequent.

FOR A FORTY-SIXTH DEFENSE

Upon information and belief, the injuries and damages alleged by Plaintiff were proximately caused by the intervening and superseding negligence, recklessness, willfulness, wantonness, and fault of parties or entities other than this Defendant. Such intervening and superseding negligence, recklessness, willfulness, wantonness, and fault are the sole cause of the injuries and damages for which Plaintiff seeks recovery. Therefore, this Defendant is not liable.

FOR A FORTY-SEVENTH DEFENSE

Any claim by Plaintiffs for punitive damages under strict liability or breach of warranty causes of actions are precluded by South Carolina law.

FOR A FORTY-EIGHTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on a theory of strict liability, this Defendant avers all defenses that are, or may become available to it under Restatement (Second) of Torts, §402A and the comments thereto, as codified by S. C. Code Ann. § 15-73-30.

FOR A FORTY-NINTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims

against this Defendant on any theory, this Defendant avers that any such products or materials, and any conduct of this Defendant were in conformity with the state of the art in science, medicine, technology, and prevailing regulations, industry standards, customs, and practices at all times material to Plaintiffs' claims. This Defendant further avers that the state of medical, scientific, and technological knowledge at all times material to Plaintiffs' claims was such that this Defendant neither knew, nor could reasonably have known of the risks alleged in the Complaint, which are denied. Therefore, this Defendant is not liable to Plaintiffs.

FOR A FIFTIETH DEFENSE

Under the South Carolina Contribution Among Tortfeasors Act, S.C. Code Ann. §15-38-15 (2005), the damages for which Plaintiffs seek recovery against this Defendant are limited to the percentage of fault, if any, attributable to the conduct of this Defendant.

FOR A FIFTY-FIRST DEFENSE

Defendant would show that Plaintiffs' claims for punitive damages is barred, reduced, bifurcated, capped, or otherwise impacted by the South Carolina Fairness in Civil Justice Act of 2011 and/or similar and/or related statutes and limitations.

FOR A FIFTY-SECOND DEFENSE

Plaintiff was employed by a knowledgeable and sophisticated user/employer and any duty this Defendant may have had to warn Plaintiff of any potential dangers incident to use of this Defendant's products, which duty is denied, was discharged by the employer's intervening duty to give Plaintiff warning.

FOR A FIFTY-THIRD DEFENSE

Upon information and belief, Plaintiff has failed to mitigate or otherwise act to lessen or reduce the injuries and disabilities alleged in the Complaint.

FOR A FIFTY-FOURTH DEFENSE

This Defendant states that at all times alleged in the Complaint the products alleged to have caused Plaintiff's injuries were manufactured, supplied and/or installed in compliance with reasonably precise government specifications and contracts and conform to those specifications and contracts. Said specification and contract requirements were for a specific intended use by the United States government and there were not known or perceived dangers in the use of said materials that were not equally known and perceived by the United States government.

FOR A FIFTY-FIFTH DEFENSE

This Defendant reserves the right to assert all other defenses available to it under law at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIFTY-SIXTH DEFENSE

This Defendant incorporates by reference any and all affirmative defenses not adverse to this Defendant asserted by other Defendants in this action as though the same were set forth fully herein.

WHEREFORE, having fully answered Plaintiffs' Complaint, J&J Holdco respectfully prays that the Court:

- A. Dismiss Plaintiffs' claims with prejudice;
- B. Enter judgment in favor of J&J Holdco against all Plaintiffs' claims;

- C. Award J&J Holdco attorneys' fees and costs incurred in defending the claims set forth in Plaintiffs' Complaint and all previous pleadings; and
- D. Grant such other and further relief as the Court deems just and proper.

THIS DEFENDANT RESPECTFULLY DEMANDS A JURY TRIAL.

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July 17, 2024

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
MICHAEL L. PERRY and	)	
LONNIE L. LONG,	)	
	)	
Plaintiffs,	)	
	)	Case No.: 2023-CP-40-04072
v.	)	
	)	
AMERICAN INTERNATIONAL	)	
INDUSTRIES; et al.,	)	
	)	
Defendants.	)	
	)	

DEFENDANT KENVUE, INC.'S ANSWER TO PLAINTIFF'S SECOND AMENDED COMPLAINT

The Defendant Kenvue, Inc. (hereinafter "Kenvue" or "Defendant"), responds to Plaintiffs' Second Amended Complaint ("Complaint") as follows by denying each and every allegation not specifically admitted herein and by further responding as follows:

GENERAL ALLEGATIONS

1. Kenvue is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 1 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to Kenvue.

2. The allegations of Paragraph 2 of the Complaint, including its subparts (a) through (f), set forth legal conclusions concerning jurisdiction and other matters which Kenvue is required to neither admit nor deny. To the extent a response is deemed to be required, Kenvue denies the allegations of this Paragraph.

3. Paragraph 3 sets forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Kenvue denies these allegations.

4. Paragraph 4 is denied.

5. In response to Paragraph 5, Kenvue admits only that it is a corporation formed under the laws of a state other than South Carolina. The final sentence of Paragraph 5 states legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Kenvue denies these allegations and denies any remaining allegations contained in Paragraph 5.

6. Kenvue denies the allegations of Paragraph 6 insofar as they are directed to Kenvue. Kenvue is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

7. Paragraphs 7 and 8 set forth legal conclusions concerning the Court's jurisdiction to which no response is required. To the extent a response is deemed required, Kenvue denies these allegations.

8. To the extent the allegations contained in Paragraphs 9, 10, 11, 12, and 13 are directed to Kenvue, they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the remaining allegations contained in these Paragraphs and therefore those allegations are also denied.

9. Paragraph 14 contains a statement to which no response is required. To the extent a response is deemed necessary and to the extent the allegations are directed to Kenvue, they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

10. To the extent the allegations contained in Paragraph 15 are directed to Kenvue, they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

11. Paragraph 16 contains a legal conclusion to which no response is required. To the extent a response is deemed necessary, Kenvue denies the allegations of this Paragraph. Kenvue is without information sufficient to form a belief as to the allegations of this Paragraph as they pertain to other Defendants and, therefore, those allegations are also denied.

12. Kenvue is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 17, and, therefore, these allegations are denied.

13. Kenvue denies the allegations contained in Paragraph 18 to the extent they are directed to Kenvue. To the extent the allegations of this Paragraph are directed to other Defendants, Kenvue is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

14. In response to Paragraph 19, Kenvue admits only that it is a corporation formed under the laws of a state other than South Carolina. The remaining allegations of this Paragraph, to the extent they pertain to Kenvue, are denied. To the extent the allegations of this Paragraph are directed to other Defendants, Kenvue is without knowledge or information sufficient to form a belief as to the truth of those allegations and they are, therefore, also denied.

15. Kenvue is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 20, and, therefore, these allegations are denied.

16. To the extent the allegations contained in Paragraphs 21, 22, and 23 are directed to Kenvue, they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the remaining allegations contained in this Paragraph and therefore those allegations are also denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
BRENNTAG NORTH AMERICA, INC. AND BRENNTAG SPECIALTIES, LLC**

17. Paragraphs 24, 25, 26, 27, 28, and 29 directed at other Defendants and, therefore, no response is required from Kenvue. To the extent a response is deemed required, Kenvue is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS
JOHNSON & JOHNSON, JOHNSON & JOHNSON HOLDCO (NA) INC.,
KENVUE INC., JANSSEN PHARMACEUTICALS, INC., LTL MANAGEMENT
LLC, and LLT MANAGEMENT LLC**

18. Responding to the allegations contained in Paragraph 30, Kenvue admits only that, at times, Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder. Kenvue is without information sufficient to form a belief as to whether the Plaintiff ever purchased and/or used Johnson's Baby Powder or any other Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 30 to that effect. The allegations contained in Paragraph 30 sub-paragraphs (a) through (f) are verbatim, or near verbatim, quotations from a legal filing (*see* Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). Kenvue refers to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. Kenvue denies any remaining allegations contained in Paragraph 30 and all subparts thereto, specifically denies that it caused the Plaintiff Michael Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Kenvue denies any remaining allegations in this paragraph.

19. Responding to the allegations contained in Paragraph 31, LTL admits only at times, Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders, including Johnson & Johnson Baby Powder during the time alleged. Kenvue is without information sufficient to form a belief as to whether Plaintiffs or any of Plaintiffs' family members ever purchased and/or used any Johnson & Johnson product in the state of South Carolina or anywhere and, therefore, denies the portions of Paragraph 31 to that effect. The allegations contained in sub-paragraphs (a) through (f) of Paragraph 31 are verbatim, or near verbatim, quotations from a legal filing (see Declaration of John K. Kim, April 4, 2023, *In re: LTL Management LLC*, Case No.: 23-12825, United States Bankruptcy Court, District of New Jersey). Kenvue craves reference to that document in its entirety, which speaks for itself, and denies any allegations inconsistent therewith. Kenvue denies any remaining allegations contained in Paragraph 31, specifically denies that it caused Plaintiff Michael Perry's disease, and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Kenvue denies any remaining allegations in this paragraph.

20. Paragraphs 32, 33, and 34 are denied.

21. The introductory portion of Paragraph 35 states legal conclusions to which no response is required. To the extent a response is deemed necessary, Kenvue denies these allegations. To the extent the contents of this Paragraph allege or imply Kenvue engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (l) refer to sworn testimony, legal documents, corporate filings, and other associated documents which speak for themselves. Kenvue refers to those documents, in their entirety, and denies any allegations inconsistent with the referenced documents and/or filings. Kenvue specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing

alleged or implied by Plaintiff's factual allegations. Kenvue denies any remaining allegations in this paragraph.

22. The introductory portion of Paragraph 36 states legal conclusions to which no response is required. To the extent a response is deemed necessary, Kenvue denies these allegations. To the extent the contents of this Paragraph allege or imply Kenvue engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (i) refer to legal documents, corporate filings, and other associated documents which speak for themselves. Kenvue refers to those documents, corporate filings, and other associated documents in their entirety and denies any allegations inconsistent therewith. Kenvue specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Kenvue denies any remaining allegations in this paragraph.

23. Paragraph 37 and its subparagraphs (a) through (e) refer to legal documents, corporate filings, and other associated documents which speak for themselves. Kenvue refers to those documents in their entirety and denies any allegations inconsistent therewith. Kenvue specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Kenvue denies any remaining allegations in this paragraph.

24. The introductory portion of Paragraph 38 states legal conclusions to which no response is required. To the extent a response is deemed necessary, Kenvue denies these allegations. To the extent the contents of this Paragraph allege or imply Kenvue engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (m) refer to sworn testimony, legal documents, corporate filings, and other associated

documents which speak for themselves. Kenvue refers to those documents in their entirety and denies any allegations inconsistent therewith. Kenvue specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiffs' factual allegations. Kenvue denies any remaining allegations in this paragraph.

25. Kenvue denies the allegations contained in Paragraph 39, including the allegations contained in subparagraphs (a) through (f).

26. Kenvue denies the allegations contained in Paragraph 40, including the allegations contained in subparagraphs (a) through (g).

27. Kenvue denies the allegations contained in the introductory portion of Paragraph 41. To the extent the contents of this Paragraph allege or imply Kenvue engaged in any wrongful conduct or illegal act, those allegations or implications are denied. Subparagraphs (a) through (p) refer to testing results, reports, documents, communications, and alleged statements which speak for themselves. Kenvue refers to those documents in their entirety and denies any allegations inconsistent therewith. Kenvue specifically denies it caused Plaintiff Michael Perry's disease and denies any other wrongdoing alleged or implied by Plaintiff's factual allegations. Kenvue denies any remaining allegations in this paragraph.

SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANTS IMI FABI (USA) INC., IMI FABI, LLC AND IMI FABI (DIANA) LLC THE PARTIES

28. Paragraphs 42, 43, 44, 45, 46, 47, 48, 49, 50, and 51 are directed at other Defendants and, therefore, no response is required from Kenvue. To the extent a response is deemed required, John-son & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

**SUCCESSOR LIABILITY ALLEGATIONS SPECIFIC TO DEFENDANT
PTI ROYSTON, LLC**

29. Paragraphs 52, 53, 54, 55, 56, 57, and 58 are directed at other Defendants and, therefore, no response is required from Kenvue. To the extent a response is deemed required, John-son & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

THE PARTIES

30. Kenvue is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 59 and 60 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to Kenvue.

31. Paragraphs 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, and 97 are directed at other Defendants and, therefore, no response is required from Kenvue. To the extent a response is deemed required, Johnson & Johnson is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

32. Responding to Paragraph 98 of the Complaint, Kenvue admits only so much as alleged that it is a corporation formed under the laws of a state other than South Carolina. Kenvue denies the remaining allegations of Paragraph 98.

33. Paragraphs 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, and 120 are directed at other Defendants and, therefore, no response is required from Kenvue. To the extent a response is deemed required, Kenvue is without sufficient knowledge or information to form a belief as to the truth of these allegations and they are, therefore, denied.

BACKGROUND FACTS

34. Kenvue hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

35. Paragraph 121 is a statement which requires no response. To the extent a response is deemed necessary, Kenvue denies the allegations contained in this Paragraph.

36. Kenvue is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 122, 123, 124, and 125, therefore, can neither admit nor deny said allegations. To the extent an answer is required, the allegations are denied insofar as they are directed to Kenvue.

37. Kenvue denies the allegations of Paragraph 126 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

38. Paragraph 127 is a statement which requires no response. To the extent a response is deemed necessary, Kenvue denies the allegations contained in this Paragraph.

39. Kenvue denies the allegations of Paragraph 128 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

40. Paragraph 129 contains a legal conclusion to which no response is required. To the extent a response is deemed required, Kenvue denies these allegations.

41. Kenvue is without information or knowledge sufficient to form a belief as to the allegations contained in Paragraph 130 and, therefore, these allegations are denied.

42. Responding to Paragraph 131, Kenvue admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Kenvue denies, however, that it caused the Decedent's mesothelioma or any other injuries or damages claimed by Plaintiffs.

43. Responding to Paragraph 132, to the extent the allegations contained in this Paragraph are directed to Kenvue they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

44. Responding to Paragraph 133, Kenvue admits, upon information and belief, the Decedent incurred medical expenses related to his disease, but specifically denies that it was the cause of any of the injuries or damages claimed by Plaintiffs. To the extent the remaining allegations contained in this Paragraph are directed to Kenvue they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

45. Responding to Paragraph 134, to the extent the allegations contained in this Paragraph are directed to Kenvue they are denied. Kenvue is without information or knowledge sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, the remaining allegations contained in this Paragraph are also denied.

AS TO THE FIRST CAUSE OF ACTION
(Product Liability: Negligence)

46. Kenvue hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

47. Paragraph 135 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

48. To the extent the allegations contained in Paragraphs 136, 137, 139, 139, 140, and 141 are directed to Kenvue, they are denied. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other defendants and, therefore, those allegations are likewise denied.

49. Responding to Paragraph 142, Kenvue admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Kenvue further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

50. Kenvue denies the allegations of Paragraphs 143, 144, 145, 146, 147, 148, 149, and 150 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SECOND CAUSE OF ACTION
(Product Liability: Strict Liability – S.C. Code Ann. § 15-73-10, et seq.)

51. Kenvue hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

52. Paragraph 151 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

53. Responding to Paragraph 152, Kenvue admits, upon information and belief, that the Decedent was diagnosed with mesothelioma. Kenvue further admits in general terms that mesothelioma and other diseases may be caused by inhalation of asbestos fibers. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the remaining allegations contained in this Paragraph and they are, therefore, denied.

54. Kenvue denies the allegations of Paragraphs 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, and 167 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE THIRD CAUSE OF ACTION
(Negligence Per Se)

55. Kenvue hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

56. Paragraph 168 is Plaintiffs' incorporation of their preceding allegations to which no response is required

57. Kenvue denies the allegations of Paragraphs 169, 170, and 171 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FOURTH CAUSE OF ACTION
(Product Liability: Breach of Implied Warranties – S.C. Code Ann. & 36-2-314)

58. Kenvue hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

59. Paragraph 172 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

60. Kenvue denies the allegations of Paragraphs 173, 174, and 175 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to

form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE FIFTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

61. Kenvue hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

62. Paragraph 176 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

63. Kenvue denies the allegations of Paragraphs 177, 178, and 179 of the Complaint insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

AS TO THE SIXTH CAUSE OF ACTION
(Fraudulent Misrepresentation and Conspiracy/Concert Action as to Talc Manufacturers, Miners, Millers, Sellers, Compounders, and Distributors)

64. Kenvue hereby incorporates by reference the preceding Paragraphs as if stated verbatim herein.

65. Paragraph 180 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

66. Responding to Paragraph 181 Kenvue admits only that at times, Johnson & Johnson and its subsidiary entities, produced, marketed, and sold Johnson & Johnson branded powders. To the extent the remaining allegations contained in this paragraph are directed to Kenvue, they are denied. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

67. Kenvue denies the allegations contained in Paragraph 182 to the extent the allegations contained in this Paragraph are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

68. The allegations contained in Paragraph 183 references “medical and scientific data” which speaks for itself. Kenvue denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

69. Paragraph 184 contains a purported statement of fact to which no response is necessary.

70. The allegations contained in Paragraphs 185 reference scientific data, reports, and documents which speak for themselves. Kenvue denies any and all allegations inconsistent therewith, and denies any remaining allegations contained in the Paragraphs insofar as they are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

71. To the extent the allegations contained in Paragraph 186 are directed to Kenvue, Kenvue admits only that it has employed or consulted with various individuals regarding the safety of its products throughout its existence. The remaining allegations of this Paragraph, to the extent they are directed to Kenvue, are denied. Kenvue is without sufficient information or knowledge

to form a belief as to the truth of the allegations contained in this Paragraph as they pertain to other Defendants and, therefore, these allegations are denied.

72. Paragraphs 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, and 200 reference various testing results, reports and publications, documents, communications, and alleged statements. Kenvue would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Kenvue denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Kenvue. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

73. Kenvue denies the allegations contained in Paragraph 201 to the extent the allegations contained in this Paragraph are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

74. Paragraphs 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216 and 217 reference various testing results, reports and publications, documents, communications, and alleged statements. Kenvue would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Kenvue denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Kenvue. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

75. Kenvue denies the allegations contained in Paragraphs 218 and 219 to the extent the allegations contained in these Paragraphs are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

76. Paragraphs 220, 221, 222, 223, and 224 reference various testing results, reports and publications, documents, communications, and alleged statements. Kenvue would refer to those various testing results, reports and publications, documents, communications, and alleged statements in their entirety, all of which speak for themselves. Kenvue denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Kenvue. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

77. Kenvue denies the allegations contained in Paragraphs 225, 226, 227, 228, and 229 (including its subparagraphs (a) through (d)) to the extent the allegations contained in these Paragraphs are directed to Kenvue. Kenvue is without sufficient information or knowledge to form a belief as to the truth of the allegations contained in these Paragraphs as they pertain to other Defendants and, therefore, these allegations are denied.

78. Kenvue is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 230 as to what the Decedent relied on and, therefore, these allegations are denied. Kenvue denies any remaining allegations in Paragraph 230.

79. Paragraphs 231 and 232 reference various testing results, reports, documents, communications, and alleged statements. Kenvue would refer to those test results, reports, documents, communications, and statements in their entirety, all of which speak for themselves.

Kenvue denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Kenvue. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

80. To the extent the allegations contained in Paragraphs 233, 234, 235, 236, and 237 are directed to Kenvue, they are denied. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

81. Paragraph 238 references a written publication which speaks for itself. Kenvue denies any and all allegations inconsistent therewith and denies any remaining allegation in Paragraph 205.

82. To the extent the allegations contained in Paragraphs 239, 240 (including its subparts (i) through (iii)), 241, and 242 are directed to Kenvue, they are denied. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE SEVENTH CAUSE OF ACTION
(Fraud as to Johnson & Johnson, Johnson & Johnson Holdco (NA) Inc., Janssen Pharmaceuticals Inc., Kenvue Inc., and LTL Management LLC)

83. Kenvue hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

84. The allegations contained in Paragraph 242 are denied to the extent they are directed to Kenvue. As to the remaining allegations, Kenvue is without sufficient knowledge for form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, denies the same.

85. Paragraphs 243, 244, 245, 246, 247, and 248 reference documents attached as Exhibits to Plaintiffs' Complaint as well as various testing results, reports, documents, advertisements, and alleged statements, all of which speak for themselves. Kenvue denies any and all allegations inconsistent therewith and denies any remaining allegations contained in these Paragraphs to the extent they are directed to Kenvue.

86. The allegations contained in Paragraph 249 references statements purportedly made by Kenvue in previous litigation. Kenvue refers to those purported statements in their entirety, which speak for themselves, and denies any allegations inconsistent therewith. The remaining allegations contained in this Paragraph are denied.

87. Kenvue denies the allegations contained in Paragraph 250.

88. Paragraphs 251, 252, 253, 254, and 255 refer to various test results, reports, documents, and alleged statements which all speak for themselves. Kenvue refers to each of these test results, reports, documents, or alleged statements in their entirety, denies any and all allegations inconsistent therewith, and specifically denies it caused Plaintiff Michael Perry's disease and any other wrongdoing alleged or implied by Plaintiff's factual allegations. Kenvue denies all remaining allegations contained in these Paragraphs.

89. Kenvue denies the allegations contained in Paragraphs 256 and 257.

90. The allegations contained in Paragraphs 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, and 279 reference test results, reports, documents, advertisements, communications and alleged statements which all speak for themselves. Kenvue refers to these results, reports, documents, advertisements, communications and alleged statements in their entirety and denies any and all allegations inconsistent therewith. Kenvue denies all remaining allegations contained in these Paragraphs.

91. The allegations contained in Paragraphs 280, 281, 282, 283, 284, 285, and 286 reference litigation documents, filings, discovery materials, and purported statements, all of which speak for themselves. Kenvue refers to those litigation documents, filings, discovery materials, and statements in their entirety and denies any and all allegations inconsistent therewith. All remaining allegations contained in these Paragraphs are denied.

92. Kenvue denies the allegations contained in Paragraphs 287 and 288.

93. Kenvue is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 289 of the Complaint and, therefore, can neither admit nor deny said allegations. To the extent a response is required, Kenvue denied the allegations of Paragraph 289.

As to the Paragraphs beneath the title “Fraudulent Misrepresentation”

94. Kenvue denies the allegations contained in Paragraph 290 including subparts (a) through (f).

As to the Paragraphs beneath the title “Silent Fraud (a/k/a Fraudulent Concealment)”

95. Kenvue denies the allegations contained in Paragraph 291, including subparts (a) through (c) thereof.

96. Kenvue is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 292 and, therefore, these allegations are denied.

97. Responding to Paragraph 293, Kenvue admits, upon information and belief, the Decedent was diagnosed with mesothelioma. Kenvue denies the remaining allegations of this paragraph.

98. Kenvue denies the allegations contained in the unnumbered Paragraph set forth below Paragraph 293 of Plaintiffs’ Complaint beginning with “WHEREFORE.”

AS TO THE EIGHTH CAUSE OF ACTION
(Loss of Consortium)

99. Kenvue hereby incorporates by reference the preceding paragraphs as if stated verbatim herein.

100. Paragraph 294 is Plaintiffs' incorporation of their preceding allegations to which no response is required.

101. Kenvue is without sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraphs 295 and 296 of the Complaint. To the extent an answer is required, the allegations are denied insofar as they are directed to Kenvue.

102. To the extent the allegations contained within Paragraph 297 are directed to Kenvue, they are denied. Kenvue is without knowledge or information sufficient to form a belief as to the truth of these allegations as they pertain to other Defendants and, therefore, those allegations are also denied.

AS TO THE PRAYER FOR RELIEF

103. Responding to unnumbered Paragraph beginning with "WHEREFORE" and the enumerated sub-parts numbered 1 through 8, Kenvue denies that Plaintiffs are entitled to the relief sought, denies it is liable for any and all injuries and damages claimed by Plaintiffs, and in reply asserts all applicable defenses it is entitled to assert in either law or equity, including but not limited to those set forth below.

FOR A FIRST DEFENSE

The Complaint, and each purported cause of action contained therein, is barred because it is ambiguous and uncertain.

FOR A SECOND DEFENSE

The Complaint and each purported cause of action contained therein should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure because each fails to allege specific facts sufficient to constitute a valid cause of action against Kenvue. Specifically, Plaintiffs fail to allege facts sufficient to show Kenvue had any duty to Plaintiffs, that Kenvue breached any such duty, or that the injuries alleged by Plaintiffs were caused by exposure to any products or materials Kenvue is liable for.

FOR A THIRD DEFENSE

If Plaintiffs suffered any injuries or damages the proximate cause of such injuries and damages was the negligence, recklessness, willfulness, and wantonness of persons or entities other than Kenvue, over whom Kenvue had not control and, therefore, Kenvue is not liable for any such injuries or damages.

FOR A FOURTH DEFENSE

This Defendant would show that the claims set forth in the Complaint are barred by the applicable South Carolina statute of limitations, statute of repose and laches, as well as in any other states where it may be claimed that the Plaintiffs was exposed to any products allegedly supplied by this Defendant.

FOR A FIFTH DEFENSE

That Plaintiffs were not in privity with this Defendant and Plaintiffs may not rely upon any warranties which may have been implied or imposed by law upon this Defendant; this Defendant affirmatively states that it breached no warranty.

FOR A SIXTH DEFENSE

That if Plaintiff sustained any injuries or illness as set forth in the Complaint, the same were due to his own willful, wanton, reckless, careless and negligent acts and conduct which combined and concurred with any willful, wanton, reckless or negligent acts and conduct on the part of this Defendant (which is specifically denied) to bring about the said illness or injuries, if any, as the proximate cause thereof and without which the same would not have occurred.

FOR A SEVENTH DEFENSE

That Plaintiff had actual knowledge of and voluntarily assumed the risk incident in repeated use and exposure to asbestos or the products and processes involving the use of asbestos or asbestos-related products or materials which were known to him to be dangerous and further voluntarily adopted a dangerous, willful, wanton, reckless, careless, and negligent and hazardous method or manner of performing the task assigned to him when safer methods of performing the tasks assigned were available, and he thereby assumed the risk of injury in so performing his undertaking in such a hazardous and dangerous manner and that he had actual knowledge of the same perils, if any, or the imminence of danger, if any, which were of such a nature that a prudent person would not have incurred the risk and Plaintiff thereby assumed the risk of exposing himself in working in close proximity to asbestos or the products and processes involving asbestos or asbestos-related insulation materials.

FOR AN EIGHTH DEFENSE

That Plaintiff failed to properly use the product or products in question and abused the product or products and subjected them to abnormal use at the time or times and places alleged in the Complaint, thereby rendering his conduct or misconduct the sole proximate cause or an intervening or superseding cause of his alleged damages.

FOR A NINTH DEFENSE

That if Plaintiff used the product or products supplied by this Defendant (which is denied) the same was used for a purpose not intended by this Defendant and contrary to any instructions or normal method of using the same in such a way as to constitute his conduct by omission and commission as the sole proximate cause or an intervening or superseding cause of his alleged damages

FOR A TENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff and Plaintiff's employer and that the acts and/or omission of recklessness, negligence, willfulness and wantonness upon the part of Plaintiff and Plaintiff's employer were the sole and proximate cause of Plaintiff's injuries and damages, if any.

FOR AN ELEVENTH DEFENSE

That if Plaintiff sustained any injuries or damages as set forth in the Complaint, which is denied, the same were due to and caused solely by the acts and/or omissions of recklessness, willfulness and negligence of Plaintiff's labor union, and that the acts and/or omissions of recklessness, negligence, willfulness and wantonness upon the part of the labor union were the sole and proximate cause of Plaintiff injuries and damages, if any.

FOR A TWELFTH DEFENSE

That if Plaintiff was injured by any products supplied or manufactured by this Defendant, which is denied, Plaintiff discovered any defect in the products and was aware of the dangers thereof but nevertheless proceeded unreasonably to make use of the same and is therefore barred from recovery by South Carolina Code of Laws Section 15-73-20 (1976).

FOR A THIRTEENTH DEFENSE

That if Plaintiff used any product or products supplied by or manufactured by this Defendant, it was while employed by Defendant or a predecessor company. Therefore, Plaintiff cannot maintain this tort action against this Defendant for the reason that the South Carolina Workmen's Compensation Act provides that it is the sole and exclusive remedy for injuries or death sustained by an employee when the employer and employee are governed under the terms of that Act, South Carolina Code Section 42-1-540. This Defendant also raises the same defense, workmen's compensation, if applicable, under the laws of any other state which may apply or the Longshoremen and Harbor Worker's Compensation Act.

FOR A FOURTEENTH DEFENSE

That the alleged injuries to Plaintiff occurred or were allegedly sustained prior to the enactment of Section 15-73-10 of the South Carolina Code of Laws (1976), and Plaintiff therefore is prohibited by law from asserting a cause of action based on strict liability for either actual or punitive damages.

FOR A FIFTEENTH DEFENSE

That Plaintiff did not notify the Defendant within a reasonable period of time after he discovered or should have discovered the alleged defect in the products, and therefore is barred from recovery.

FOR A SIXTEENTH DEFENSE

If Plaintiff sustained injuries as a result of exposure to asbestos or asbestos-containing products, which is denied, then such injuries were or may have been due to exposure to products of manufacturers not named as defendants in this action, including but not limited to Johns-

Manville, Unarco, Amatex, The Celotex Corporation, Carey Canada, Inc. and Eagle-Picher Industries, Inc.

FOR A SEVENTEENTH DEFENSE

This Defendant alleges that by virtue of the doctrine of judicial estoppel Plaintiff is precluded from taking a position inconsistent with one taken with respect to the same facts in earlier litigation and is, therefore, precluded from alleging the material facts necessary to state a cause of action against this Defendant.

FOR AN EIGHTEENTH DEFENSE

In the event it is determined that any product manufactured or sold by this Defendant was dangerous, which danger is specifically denied, this Defendant was unaware of such danger as it would apply to any conceivable use of the products by Plaintiff. In addition, the discovery of such danger was beyond the state of the art at the time such product or products were manufactured, distributed, sold, or installed. Further, such products were manufactured, distributed, sold, and installed in conformity with the state of the art and/or prevailing industry standards at the time.

FOR A NINETEENTH DEFENSE

This Defendant states that if Plaintiff was exposed to any asbestos-containing products, said products at the time were manufactured in conformity with federal and state regulations, standards, specifications and laws. Consequently, recovery by Plaintiff herein is barred.

FOR A TWENTIETH DEFENSE

Plaintiff's employer was and is a sophisticated user and knew independently, or should have known, of any danger or hazard associated with the use of a product containing asbestos and of exposure to asbestos dust or fibers. Furthermore, Plaintiff and/or Plaintiff's employer was warned of the danger or hazard associated with the use of asbestos-containing products, and

Plaintiff and/or Plaintiff's employer failed to rely upon such warning, resulting in alleged damages to Plaintiff due to Plaintiff and/or Plaintiff's employer's acts and omissions and failure to act as a sophisticated user.

FOR A TWENTY-FIRST DEFENSE

Plaintiff's Complaint should be dismissed for its failure to comply with the requirements of Section 44-135-10 et seq., of the South Carolina Code, also known as the "Asbestos and Silica Claims Procedure Act of 2006", as Plaintiffs have failed to make the prima facie showing required by the Act.

FOR A TWENTY-SECOND DEFENSE

Plaintiffs may not have standing to bring this claim pursuant to Section 15-5-150 of the South Carolina Code, also referred to as South Carolina's Door Closing Statute.

FOR A TWENTY-THIRD DEFENSE

There are no allegations against this Defendant stated with sufficient particularity to constitute a cause of action for fraud, fraudulent concealment, concert of action, conspiracy or the like which would meet the requirement of Rule 9(b) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-FOURTH DEFENSE

This Defendant is entitled to a set-off from any and all sums recovered by or on behalf of Plaintiffs by way of any settlement, judgment, claim, or otherwise which were or are entered into or received by Plaintiffs from any party or non-party to this action.

FOR A TWENTY-FIFTH DEFENSE

The Defendant asserts and would show that venue is improper with respect to this Defendant.

FOR A TWENTY-SIXTH DEFENSE

Defendant asserts and would show that this Court lacks personal jurisdiction over the person of this Defendant and Plaintiff's claims should be dismissed pursuant to Rule 12(b)(2) of the South Carolina Rules of Civil Procedure.

FOR A TWENTY-SEVENTH DEFENSE

Defendant asserts there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

FOR A TWENTY-EIGHTH DEFENSE

That the Plaintiff failed to exercise ordinary care for his own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

FOR A TWENTY-NINTH DEFENSE

The Defendant shows that it has not engaged in any activity which would entitle the plaintiff to punitive or exemplary damages.

FOR A THIRTIETH DEFENSE

The Defendant shows that Plaintiffs' claims for punitive damages are barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution and comparable provisions of the South Carolina Constitution.

FOR A THIRTY-FIRST DEFENSE

The Defendant shows that any exposure of Plaintiff to asbestos-containing products for which this Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

FOR A THIRTY-SECOND DEFENSE

The Defendant shows that it has breached neither express nor implied warranties.

FOR A THIRTY-THIRD DEFENSE

The Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Status of Frauds.

FOR A THIRTY-FOURTH DEFENSE

The Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Defendant.

FOR A THIRTY-FIFTH DEFENSE

The Defendant shows that the damages alleged in the Complaint are not recoverable under an express warranty theory.

FOR A THIRTY-SIXTH DEFENSE

The Defendant denies that it gave, made or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

FOR A THIRTY-SEVENTH DEFENSE

The Defendant shows that it has committed no negligence, whether by act of commission, or act of omission.

FOR A THIRTY-EIGHTH DEFENSE

The Defendant denies any and all liability to the extent that Plaintiffs asserts this Defendant's alleged liability as a successor, successor in business, successor in product line, assignee, predecessor, predecessor in business, predecessor in product line, parent, alter ego, subsidiary, or other derivative status as a theory of liability.

FOR A THIRTY-NINTH DEFENSE

The Defendant shows that there was no concert of action between this Defendant and any other Defendants herein, therefore, the Defendants are not joint tort-feasors and this Defendant may not be held jointly and severally liable with other the Defendants.

FOR A FORTIETH DEFENSE

The Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various other parties and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

FOR A FORTY-FIRST DEFENSE

The Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause, or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

FOR A FORTY-SECOND DEFENSE

To the extent Plaintiffs' Complaint asserts a demand for punitive damages, this Defendant specifically incorporates by reference any and all standards of limitations regarding the determination and/or enforceability of punitive damage awards that arose in the decisions of *BMW of North America, Inc. v. Gore*, 517 U.S. 559 (1996); *Cooper Industries, Inc. v. Leatherman Tool Group, Inc.*, 532 U.S. 424 (2001); and *State Farm Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408 (2003).

FOR A FORTY-THIRD DEFENSE

To the extent the Court submits the question of punitive damages to the jury, any award of punitive damages is subject to the caps and limitations set forth in S.C. Code Ann. § 15-32-530,

and Defendant pleads and incorporates all defenses, limitations on damages, and other privileges set forth in S.C. Code Ann. § 15-32-530 as if fully stated verbatim herein.

FOR A FORTY-FOURTH DEFENSE

Plaintiffs' claim is reduced or eliminated by the "Limitation of Cumulative Successor Asbestos-Related Liabilities of Corporation" appearing at South Carolina Code Section 15-81-140 et seq. and similar or related provisions of the common law, statutes and regulations of South Carolina law or the law of any other state that may be applicable.

FOR A FORTY-FIFTH DEFENSE

Plaintiffs' claims are barred or reduced by the doctrines of res judicata, waiver, release, laches, and/or conditions precedent or subsequent.

FOR A FORTY-SIXTH DEFENSE

Upon information and belief, the injuries and damages alleged by Plaintiff were proximately caused by the intervening and superseding negligence, recklessness, willfulness, wantonness, and fault of parties or entities other than this Defendant. Such intervening and superseding negligence, recklessness, willfulness, wantonness, and fault are the sole cause of the injuries and damages for which Plaintiff seeks recovery. Therefore, this Defendant is not liable.

FOR A FORTY-SEVENTH DEFENSE

Any claim by Plaintiffs for punitive damages under strict liability or breach of warranty causes of actions are precluded by South Carolina law.

FOR A FORTY-EIGHTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims

against this Defendant on a theory of strict liability, this Defendant avers all defenses that are, or may become available to it under Restatement (Second) of Torts, §402A and the comments thereto, as codified by S. C. Code Ann. § 15-73-30.

FOR A FORTY-NINTH DEFENSE

This Defendant denies that it designed, manufactured, sold, or otherwise placed into the stream of commerce any products or materials which could have caused Plaintiff to be exposed to asbestos. Nonetheless, insofar as the Complaint may be construed to allege product liability claims against this Defendant on any theory, this Defendant avers that any such products or materials, and any conduct of this Defendant were in conformity with the state of the art in science, medicine, technology, and prevailing regulations, industry standards, customs, and practices at all times material to Plaintiffs' claims. This Defendant further avers that the state of medical, scientific, and technological knowledge at all times material to Plaintiffs' claims was such that this Defendant neither knew, nor could reasonably have known of the risks alleged in the Complaint, which are denied. Therefore, this Defendant is not liable to Plaintiffs.

FOR A FIFTIETH DEFENSE

Under the South Carolina Contribution Among Tortfeasors Act, S.C. Code Ann. §15-38-15 (2005), the damages for which Plaintiffs seek recovery against this Defendant are limited to the percentage of fault, if any, attributable to the conduct of this Defendant.

FOR A FIFTY-FIRST DEFENSE

Defendant would show that Plaintiffs' claims for punitive damages is barred, reduced, bifurcated, capped, or otherwise impacted by the South Carolina Fairness in Civil Justice Act of 2011 and/or similar and/or related statutes and limitations.

FOR A FIFTY-SECOND DEFENSE

Plaintiff was employed by a knowledgeable and sophisticated user/employer and any duty this Defendant may have had to warn Plaintiff of any potential dangers incident to use of this Defendant's products, which duty is denied, was discharged by the employer's intervening duty to give Plaintiff warning.

FOR A FIFTY-THIRD DEFENSE

Upon information and belief, Plaintiff has failed to mitigate or otherwise act to lessen or reduce the injuries and disabilities alleged in the Complaint.

FOR A FIFTY-FOURTH DEFENSE

This Defendant states that at all times alleged in the Complaint the products alleged to have caused Plaintiff's injuries were manufactured, supplied and/or installed in compliance with reasonably precise government specifications and contracts and conform to those specifications and contracts. Said specification and contract requirements were for a specific intended use by the United States government and there were not known or perceived dangers in the use of said materials that were not equally known and perceived by the United States government.

FOR A FIFTY-FIFTH DEFENSE

This Defendant reserves the right to assert all other defenses available to it under law at the time of trial and reserves the right to amend this Answer to include additional defenses that discovery may reveal to be appropriate.

FOR A FIFTY-SIXTH DEFENSE

This Defendant incorporates by reference any and all affirmative defenses not adverse to this Defendant asserted by other Defendants in this action as though the same were set forth fully herein.

WHEREFORE, having fully answered Plaintiffs' Complaint, Kenvue respectfully prays that the Court:

- A. Dismiss Plaintiffs' claims with prejudice;
- B. Enter judgment in favor of Kenvue against all Plaintiffs' claims;
- C. Award Kenvue attorneys' fees and costs incurred in defending the claims set forth in Plaintiffs' Complaint and all previous pleadings; and
- D. Grant such other and further relief as the Court deems just and proper.

THIS DEFENDANT RESPECTFULLY DEMANDS A JURY TRIAL.

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