THE STATE OF SOUTH CAROLINA

In the Supreme Court

ON WRIT OF CERTIORARI TO THE COURT OF APPEALS

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

The Honorable Alison R. Lee

Circuit Court Judge

Appellate Case Number: 2025-02536

South Carolina Workers' Compensation Commission, ...Petitioner,

v.

WestPoint Home, LLC, ...Respondent.

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Alison R. Lee
Circuit Court Judge

Appellate Case No. 2023-001663
Circuit Court Case No. 2014-CP-40-02496

South Carolina Workers' Compensation Commission, ... Respondent,

v.

WestPoint Home, LLC..... Appellant.

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Proof of Service

Administrative Agent-Related Person to any Lender. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Administrative Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers and their Affiliates, and all applicable bankruptcy and bank regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers. Each Lender also represents that it will, independently and without reliance upon any Administrative Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other DIP Financing Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers. Except for notices, reports and other documents expressly herein required to be furnished to the Lenders by the Administrative Agent, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the Borrower which may come into the possession of any of the Administrative Agent-Related Persons.

12.7 Indemnification. Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand the Administrative Agent-Related Persons (to the extent not reimbursed by or on behalf of the Borrower and without limiting the obligation of the Borrowers to do so), in accordance with their Pro Rata Shares, from and against any and all Indemnified Liabilities as such term is defined in Section 13.11; provided, however, that no Lender shall be liable for the payment to the Administrative Agent-Related Persons of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its Pro Rata Share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other DIP Financing Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrower. The undertaking in this Section shall survive the payment of all Obligations hereunder and the resignation or replacement of the Administrative Agent.

12.8 Administrative Agent in Individual Capacity. The Bank of America and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with the Borrowers and their Subsidiaries and Affiliates as though Bank of America were not the Administrative Agent hereunder and without notice to or consent of the Lenders. The Bank of America or its Affiliates may receive information regarding the Borrowers, their Affiliates and Account Debtors (including information that may be subject to confidentiality obligations in favor of the Borrowers or such Subsidiary) and acknowledge that the Administrative Agent and Bank of America shall be under no obligation to provide such

information to them. With respect to its Loans, Bank of America shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Administrative Agent, and the terms "Lender" and "Lenders" include Bank of America in its individual capacity.

12.9 Successor Administrative Agent. The Administrative Agent may resign as Administrative Agent upon at least thirty (30) days prior notice to the Lenders and the Borrowers, such resignation to be effective upon the acceptance of a successor agent to its appointment as Administrative Agent. In the event Bank of America sells all of its Commitment and Revolving Loans as part of a sale, transfer or other disposition by Bank of America of substantially all of its loan portfolio, Bank of America shall resign as Administrative Agent and such purchaser or transferee shall become the successor Administrative Agent hereunder. Subject to the foregoing, if the Administrative Agent resigns under this Agreement, the Majority Lenders shall appoint from among the Lenders a successor agent for the Lenders. If no successor agent is appointed prior to the effective date of the resignation of the Administrative Agent, the Administrative Agent may appoint, after consulting with the Lenders and the Borrowers, a successor agent from among the Lenders. Upon the acceptance of its appointment as successor agent hereunder, such successor agent shall succeed to all the rights, powers and duties of the retiring Administrative Agent and the term "Administrative Agent" shall mean such successor agent and the retiring Administrative Agent's appointment, powers and duties as Administrative Agent shall be terminated. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article 12 shall continue to inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent under this Agreement.

12.10 Withholding Tax.

(a) If any Lender is a "foreign corporation, partnership or trust" within the meaning of the Code and such Lender claims exemption from, or a reduction of, U.S. withholding tax under Sections 1441 or 1442 of the Code, such Lender agrees with and in favor of the Administrative Agent, to deliver to the Administrative Agent:

(i) if such Lender claims an exemption from, or a reduction of, withholding tax under a United States of America tax treaty, properly completed IRS Forms W-8BEN and W-8ECI before the payment of any interest in the first calendar year and before the payment of any interest in each third succeeding calendar year during which interest may be paid under this Agreement;

(ii) if such Lender claims that interest paid under this Agreement is exempt from United States of America withholding tax because it is effectively connected with a United States of America trade or business of such Lender, two properly completed and executed copies of IRS Form W-8ECI before the payment of any interest is due in the first taxable year of such Lender and in each succeeding taxable year of such Lender during which interest may be paid under this Agreement, and IRS Form W-9; and

(iii) such other form or forms as may be required under the Code or other laws of the United States of America as a condition to exemption from, or reduction of, United States of America withholding tax.

Such Lender agrees to promptly notify the Administrative Agent of any change in circumstances which would modify or render invalid any claimed exemption or reduction.

(b) If any Lender claims exemption from, or reduction of, withholding tax under a United States of America tax treaty by providing IRS Form FW-8BEN and such Lender sells, assigns, grants a participation in, or otherwise transfers all or part of the Obligations owing to such Lender, such Lender agrees to notify the Administrative Agent of the percentage amount in which it is no longer the beneficial owner of Obligations of the Borrower to such Lender. To the extent of such percentage amount, the Administrative Agent will treat such Lender's IRS Form W-8BEN as no longer valid.

(c) If any Lender claiming exemption from United States of America withholding tax by filing IRS Form W-8ECI with the Administrative Agent sells, assigns, grants a participation in, or otherwise transfers all or part of the Obligations owing to such Lender, such Lender agrees to undertake sole responsibility for complying with the withholding tax requirements imposed by Sections 1441 and 1442 of the Code.

(d) If any Lender is entitled to a reduction in the applicable withholding tax, the Administrative Agent may withhold from any interest payment to such Lender an amount equivalent to the applicable withholding tax after taking into account such reduction. If the forms or other documentation required by subsection (a) of this Section are not delivered to the Administrative Agent, then the Administrative Agent may withhold from any interest payment to such Lender not providing such forms or other documentation an amount equivalent to the applicable withholding tax.

(e) If the IRS or any other Governmental Authority of the United States of America or other jurisdiction asserts a claim that the Administrative Agent did not properly withhold tax from amounts paid to or for the account of any Lender (because the appropriate form was not delivered, was not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstances which rendered the exemption from, or reduction of, withholding tax ineffective, or for any other reason) such Lender shall indemnify the Administrative Agent fully for all amounts paid, directly or indirectly, by the Administrative Agent as tax or otherwise, including penalties and interest, and including any taxes imposed by any jurisdiction on the amounts payable to the Administrative Agent under this Section, together with all costs and expenses (including Attorney Costs). The obligation of the Lenders under this subsection shall survive the payment of all Obligations and the resignation or replacement of the Administrative Agent.

12.11 Collateral Matters.

(a) The Lenders hereby irrevocably authorize the Administrative Agent, at its option and in its sole discretion, to release any Administrative Agent's Liens upon any Collateral (i) upon the termination of the Commitments and Full Payment of all Loans and reimbursement

obligations in respect of Letters of Credit and Credit Support, and the termination of all outstanding Letters of Credit (whether or not any of such obligations are due) and all other Obligations; (ii) constituting property being sold or disposed of if the Borrowers certify to the Administrative Agent that the sale or disposition is made in compliance with Section 7.9 (and the Administrative Agent may rely conclusively on any such certificate, without further inquiry); (iii) constituting property leased to a Borrower under a lease which has expired or been terminated in a transaction permitted under this Agreement; or (iv) constituting Net Proceeds required to be shared with the Pre-Petition Lenders pursuant to the Pre-Petition Lender Protection Orders. Except as provided above, the Administrative Agent will not release any of the Administrative Agent's Liens without the prior written authorization of the Lenders; provided that the Administrative Agent may, in its discretion, release the Administrative Agent's Liens on Collateral valued in the aggregate not in excess of $500,000 during each Fiscal Year without the prior written authorization of the Lenders and the Administrative Agent may release the Administrative Agent's Liens on Collateral valued in the aggregate not in excess of $1,000,000 during each Fiscal Year with the prior written authorization of the Majority Lenders. Upon request by the Administrative Agent or the Borrowers at any time, the Lenders will confirm in writing the Administrative Agent's authority to release any Administrative Agent's Liens upon particular types or items of Collateral pursuant to this Section 12.11.

(b) Upon receipt by the Administrative Agent of any authorization required pursuant to Section 12.11(a) from the Lenders of the Administrative Agent's authority to release Administrative Agent's Liens upon particular types or items of Collateral, and upon at least five (5) Business Days prior written request by the Borrowers, the Administrative Agent shall (and is hereby irrevocably authorized by the Lenders to) execute such documents as may be necessary to evidence the release of the Administrative Agent's Liens upon such Collateral; provided, however, that (i) the Administrative Agent shall not be required to execute any such document on terms which, in the Administrative Agent's opinion, would expose the Administrative Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of the Borrowers in respect of) all interests retained by the Borrowers, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(c) The Administrative Agent shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by the Borrowers or is cared for, protected or insured or has been encumbered, or that the Administrative Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to the Administrative Agent pursuant to any of the DIP Financing Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, the Administrative Agent may act in any manner it may deem appropriate, in its sole discretion given the Administrative Agent's own interest in the Collateral in its capacity as one of the Lenders and that the Administrative Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing.

12.12 Restrictions on Actions by Lenders; Sharing of Payments.

(a) Each of the Lenders agrees that it shall not, without the express consent of all Lenders, and that it shall, to the extent it is lawfully entitled to do so, upon the request of all Lenders, set off against the Obligations, any amounts owing by such Lender to the Borrowers or any accounts of the Borrowers now or hereafter maintained with such Lender. Each of the Lenders further agrees that it shall not, unless specifically requested to do so by the Administrative Agent, take or cause to be taken any action to enforce its rights under this Agreement or against the Borrowers, including the commencement of any legal or equitable proceedings, to foreclose any Lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If at any time or times any Lender shall receive (i) by payment, foreclosure, setoff or otherwise, any proceeds of Collateral or any payments with respect to the Obligations of the Borrower to such Lender arising under, or relating to, this Agreement or the other DIP Financing Documents, except for any such proceeds or payments received by such Lender from the Administrative Agent pursuant to the terms of this Agreement, or (ii) payments from the Administrative Agent in excess of such Lender's ratable portion of all such distributions by the Administrative Agent, such Lender shall promptly (1) turn the same over to the Administrative Agent, in kind, and with such endorsements as may be required to negotiate the same to the Administrative Agent, or in same day funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (2) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among the Lenders in accordance with their Pro Rata Shares; provided, however, that if all or part of such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

12.13 Agency for Perfection. Each Lender hereby appoints each other Lender as agent for the purpose of perfecting the Lenders' security interest in assets which, in accordance with Article 9 of the UCC can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof, and, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or in accordance with the Administrative Agent's instructions.

12.14 Payments by Administrative Agent to Lenders. All payments to be made by the Administrative Agent to the Lenders shall be made by bank wire transfer or internal transfer of immediately available funds to each Lender pursuant to wire transfer instructions delivered in writing to the Administrative Agent on or prior to the Closing Date (or if such Lender is an Assignee, on the applicable Assignment and Acceptance), or pursuant to such other wire transfer instructions as each party may designate for itself by written notice to the Administrative Agent. Concurrently with each such payment, the Administrative Agent shall identify whether such payment (or any portion thereof) represents principal, premium or interest on the Revolving

Loans or otherwise. Unless the Administrative Agent receives notice from the Borrowers prior to the date on which any payment is due to the Lenders that the Borrowers will not make such payment in full as and when required, the Administrative Agent may assume that the Borrowers have made such payment in full to the Administrative Agent on such date in immediately available funds and the Administrative Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent the Borrowers have not made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent on demand such amount distributed to such Lender, together with interest thereon at the Federal Funds Rate for each day from the date such amount is distributed to such Lender until the date repaid.

12.15 Settlement.

(a) (i) Each Lender's funded portion of the Revolving Loans is intended by the Lenders to be equal at all times to such Lender's Pro Rata Share of the outstanding Revolving Loans. Notwithstanding such agreement, the Administrative Agent, Bank of America, and the other Lenders agree (which agreement shall not be for the benefit of or enforceable by the Borrowers) that in order to facilitate the administration of this Agreement and the other DIP Financing Documents, settlement among them as to the Revolving Loans, the Non-Ratable Loans and the Agent Advances shall take place on a periodic basis in accordance with the following provisions:

(ii) The Administrative Agent shall request settlement ("Settlement") with the Lenders on at least a weekly basis, or on a more frequent basis at Administrative Agent's election, (A) on behalf of Bank of America, with respect to each outstanding Non-Ratable Loan, (B) for itself, with respect to each Agent Advance, and (C) with respect to collections received, in each case, by notifying the Lenders of such requested Settlement by telecopy, telephone or other similar form of transmission, of such requested Settlement, no later than 12:00 noon (Atlanta, Georgia time) on the date of such requested Settlement (the "Settlement Date"). Each Lender (other than Bank of America, in the case of Non-Ratable Loans and the Administrative Agent in the case of Agent Advances) shall transfer the amount of such Lender's Pro Rata Share of the outstanding principal amount of the Non-Ratable Loans and Agent Advances with respect to each Settlement to the Administrative Agent, to Administrative Agent's account, not later than 2:00 p.m. (Atlanta, Georgia time), on the Settlement Date applicable thereto. Settlements may occur during the continuation of a Default or an Event of Default and whether or not the applicable conditions precedent set forth in Article 8 have then been satisfied. Such amounts made available to the Administrative Agent shall be applied against the amounts of the applicable Non-Ratable Loan or Agent Advance and, together with the portion of such Non-Ratable Loan or Agent Advance representing Bank of America's Pro Rata Share thereof, shall constitute Revolving Loans of such Lenders. If any such amount is not transferred to the Administrative Agent by any Lender on the Settlement Date applicable thereto, the Administrative Agent shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Federal Funds Rate for the first three (3) days from and after the Settlement Date and thereafter at the Interest Rate then applicable to the Revolving Loans (A) on behalf of Bank of America, with respect to each outstanding Non-Ratable Loan, and (B)

for itself, with respect to each Agent Advance.

(iii) Notwithstanding the foregoing, not more than one (1) Business Day after demand is made by the Administrative Agent (whether before or after the occurrence of a Default or an Event of Default and regardless of whether the Administrative Agent has requested a Settlement with respect to a Non-Ratable Loan or Agent Advance), each other Lender (A) shall irrevocably and unconditionally purchase and receive from Bank of America or the Administrative Agent, as applicable, without recourse or warranty, an undivided interest and participation in such Non-Ratable Loan or Agent Advance equal to such Lender's Pro Rata Share of such Non-Ratable Loan or Agent Advance and (B) if Settlement has not previously occurred with respect to such Non-Ratable Loans or Agent Advances, upon demand by Bank of America or Administrative Agent, as applicable, shall pay to Bank of America or Administrative Agent, as applicable, as the purchase price of such participation an amount equal to one-hundred percent (100%) of such Lender's Pro Rata Share of such Non-Ratable Loans or Agent Advances. If such amount is not in fact made available to the Administrative Agent by any Lender, the Administrative Agent shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Federal Funds Rate for the first three (3) days from and after such demand and thereafter at the Interest Rate then applicable to Base Rate Revolving Loans.

(iv) From and after the date, if any, on which any Lender purchases an undivided interest and participation in any Non-Ratable Loan or Agent Advance pursuant to clause (iii) above, the Administrative Agent shall promptly distribute to such Lender, such Lender's Pro Rata Share of all payments of principal and interest and all proceeds of Collateral received by the Administrative Agent in respect of such Non-Ratable Loan or Agent Advance.

(v) Between Settlement Dates, the Administrative Agent, to the extent no Agent Advances are outstanding, may pay over to Bank of America any payments received by the Administrative Agent, which in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to Bank of America's Revolving Loans including Non-Ratable Loans. If, as of any Settlement Date, collections received since the then immediately preceding Settlement Date have been applied to Bank of America's Revolving Loans (other than to Non-Ratable Loans or Agent Advances in which such Lender has not yet funded its purchase of a participation pursuant to clause (iii) above), as provided for in the previous sentence, Bank of America shall pay to the Administrative Agent for the accounts of the Lenders, to be applied to the outstanding Revolving Loans of such Lenders, an amount such that each Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans. During the period between Settlement Dates, Bank of America with respect to Non-Ratable Loans, the Administrative Agent with respect to Agent Advances, and each Lender with respect to the Revolving Loans other than Non-Ratable Loans and Agent Advances, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the actual average daily amount of funds employed by Bank of America, the Administrative Agent and the other Lenders.

(vi) Unless the Administrative Agent has received written notice from a Lender to the contrary, the Administrative Agent may assume that the applicable conditions precedent set forth in Article 8 have been satisfied and the requested Borrowing will not exceed Availability on any Funding Date for a Revolving Loan or Non-Ratable Loan.

(b) Lenders' Failure to Perform. All Revolving Loans (other than Non-Ratable Loans and Agent Advances) shall be made by the Lenders simultaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loans hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligation to make any Revolving Loans hereunder, (ii) no failure by any Lender to perform its obligation to make any Revolving Loans hereunder shall excuse any other Lender from its obligation to make any Revolving Loans hereunder, and (iii) the obligations of each Lender hereunder shall be several, not joint and several.

(c) Defaulting Lenders. Notwithstanding the occurrence or continuance of a Default or Event of Default or other failure of any condition to the making of Revolving Loans hereunder, unless the Administrative Agent receives notice from a Lender on or prior to the Closing Date or, with respect to any Borrowing after the Closing Date, at least one Business Day prior to the date of such Borrowing, that such Lender will not make available as and when required hereunder to the Administrative Agent that Lender's Pro Rata Share of a Borrowing, the Administrative Agent may assume that each Lender has made such amount available to the Administrative Agent in immediately available funds on the Funding Date. Furthermore, the Administrative Agent may, in reliance upon such assumption, make available to the Borrowers on such date a corresponding amount. If any Lender has not transferred its full Pro Rata Share to the Administrative Agent in immediately available funds and the Administrative Agent has transferred corresponding amount to the Borrowers on the Business Day following such Funding Date that Lender shall make such amount available to the Administrative Agent, together with interest at the Federal Funds Rate for that day. A notice by the Administrative Agent submitted to any Lender with respect to amounts owing shall be conclusive, absent manifest error. If each Lender's full Pro Rata Share is transferred to the Administrative Agent as required, the amount transferred to the Administrative Agent shall constitute that Lender's Revolving Loan for all purposes of this Agreement. If that amount is not transferred to the Administrative Agent on the Business Day following the Funding Date, the Administrative Agent will notify the Borrowers of such failure to fund and, upon demand by the Administrative Agent, the Borrowers shall pay such amount to the Administrative Agent for the Administrative Agent's account, together with interest thereon for each day elapsed since the date of such Borrowing, at a rate per annum equal to the Interest Rate applicable at the time to the Revolving Loans comprising that particular Borrowing. The failure of any Lender to make any Revolving Loan on any Funding Date (any such Lender, prior to the cure of such failure, being hereinafter referred to as a "Defaulting Lender") shall not relieve any other Lender of its obligation hereunder to make a Revolving Loan on that Funding Date. No Lender shall be responsible for any other Lender's failure to advance such other Lenders' Pro Rata Share of any Borrowing.

(d) Retention of Defaulting Lender's Payments. The Administrative Agent shall not be obligated to transfer to a Defaulting Lender any payments made by Borrowers to the

Administrative Agent for the Defaulting Lender's benefit; nor shall a Defaulting Lender be entitled to the sharing of any payments hereunder. Amounts payable to a Defaulting Lender shall instead be paid to or retained by the Administrative Agent. In its discretion, the Administrative Agent may loan Borrowers the amount of all such payments received or retained by it for the account of such Defaulting Lender. Any amounts so loaned to the Borrowers shall bear interest at the rate applicable to Base Rate Revolving Loans and for all other purposes of this Agreement shall be treated as if they were Revolving Loans, provided, however, that for purposes of voting or consenting to matters with respect to the DIP Financing Documents and determining Pro Rata Shares, such Defaulting Lender shall be deemed not to be a "Lender." Until a Defaulting Lender cures its failure to fund its Pro Rata Share of any Borrowing (A) such Defaulting Lender shall not be entitled to any portion of the Unused Line Fee and (B) the Unused Line Fee shall accrue in favor of the Lenders which have funded their respective Pro Rata Shares of such requested Borrowing and shall be allocated among such performing Lenders ratably based upon their relative Commitments. This Section shall remain effective with respect to such Lender until such time as the Defaulting Lender shall no longer be in default of any of its obligations under this Agreement. The terms of this Section shall not be construed to increase or otherwise affect the Commitment of any Lender, or relieve or excuse the performance by the Borrowers of their duties and obligations hereunder.

(e) Removal of Defaulting Lender. At the Borrowers' request, the Administrative Agent or an Eligible Assignee reasonably acceptable to the Administrative Agent and the Borrowers shall have the right (but not the obligation) to purchase from any Defaulting Lender, and each Defaulting Lender shall, upon such request, sell and assign to the Administrative Agent or such Eligible Assignee, all of the Defaulting Lender's outstanding Commitments hereunder. Such sale shall be consummated promptly after Administrative Agent has arranged for a purchase by Administrative Agent or an Eligible Assignee pursuant to an Assignment and Acceptance, and at a price equal to the outstanding principal balance of the Defaulting Lender's Loans, plus accrued interest and fees, without premium or discount.

12.16 Letters of Credit; Intra-Lender Issues.

(a) Notice of Letter of Credit Balance. On each Settlement Date the Administrative Agent shall notify each Lender of the issuance of all Letters of Credit since the prior Settlement Date.

(b) Participations in Letters of Credit.

(i) Purchase of Participations. Immediately upon issuance of any Letter of Credit in accordance with Section 1.3(d), each Lender shall be deemed to have irrevocably and unconditionally purchased and received without recourse or warranty, an undivided interest and participation equal to such Lender's Pro Rata Share of the face amount of such Letter of Credit or the Credit Support provided through the Administrative Agent to the Letter of Credit Issuer, if not Bank of America, in connection with the issuance of such Letter of Credit (including all obligations of the Borrowers with respect thereto, and any security therefore or guaranty pertaining thereto).

(ii) Sharing of Reimbursement Obligation Payments. Whenever the Administrative Agent receives a payment from the Borrowers on account of reimbursement obligations in respect of a Letter of Credit or Credit Support as to which the Administrative Agent has previously received for the account of the Letter of Credit Issuer thereof payment from a Lender, the Administrative Agent shall promptly pay to such Lender such Lender's Pro Rata Share of such payment from the Borrowers. Each such payment shall be made by the Administrative Agent on the next Settlement Date.

(iii) Documentation. Upon the request of any Lender, the Administrative Agent shall furnish to such Lender copies of any Letter of Credit, Credit Support for any Letter of Credit, reimbursement agreements executed in connection therewith, applications for any Letter of Credit, and such other documentation as may reasonably be requested by such Lender.

(iv) Obligations Irrevocable. The obligations of each Lender to make payments to the Administrative Agent with respect to any Letter of Credit or with respect to their participation therein or with respect to any Credit Support for any Letter of Credit or with respect to the Revolving Loans made as a result of a drawing under a Letter of Credit and the obligations of the Borrowers for whose account the Letter of Credit or Credit Support was issued to make payments to the Administrative Agent, for the account of the Lenders, shall be irrevocable and shall not be subject to any qualification or exception whatsoever, including any of the following circumstances:

(1) any lack of validity or enforceability of this Agreement or any of the other DIP Financing Documents;

(2) the existence of any claim, setoff, defense or other right which a Borrower may have at any time against a beneficiary named in a Letter of Credit or any transferee of any Letter of Credit (or any Person for whom any such transferee may be acting), any Lender, the Administrative Agent, the issuer of such Letter of Credit, or any other Person, whether in connection with this Agreement, any Letter of Credit, the transactions contemplated herein or any unrelated transactions (including any underlying transactions between such Borrower or any other Person and the beneficiary named in any Letter of Credit);

(3) any draft, certificate or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect;

(4) the surrender or impairment of any security for the performance or observance of any of the terms of any of the DIP Financing Documents;

(5) the occurrence of any Default or Event of Default; or

(6) the failure of the Borrowers to satisfy the applicable conditions precedent set forth in Article 8.

(c) Recovery or Avoidance of Payments; Refund of Payments In Error. In the event any payment by or on behalf of any Obligor or by any Account Debtor is received by the Administrative Agent with respect to any of the Obligations and distributed by the Administrative Agent to the Lenders on account of their respective participations therein and is thereafter set aside, avoided or recovered from the Administrative Agent in connection with any receivership, liquidation or bankruptcy proceeding, the Lenders shall, upon demand by the Administrative Agent, pay to the Administrative Agent their respective Pro Rata Shares of such amount set aside, avoided or recovered, together with interest at the rate required to be paid by the Administrative Agent upon the amount required to be repaid by it. Unless the Administrative Agent receives notice from the Borrowers prior to the date on which any payment is due to the Lenders that the Borrowers will not make such payment in full as and when required, the Administrative Agent may assume that the Borrowers have made such payment in full to the Administrative Agent on such date in immediately available funds and the Administrative Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent the Borrowers have not made such payment in full to the Administrative Agent, each Lender shall repay to the Administrative Agent on demand such amount distributed to such Lender, together with interest thereon at the Federal Funds Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(d) Indemnification by Lenders. To the extent not reimbursed by the Borrowers and without limiting the obligations of the Borrowers hereunder, the Lenders agree to indemnify the Letter of Credit Issuer ratably in accordance with their respective Pro Rata Shares, for any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees) or disbursements of any kind and nature whatsoever that may be imposed on, incurred by or asserted against the Letter of Credit Issuer in any way relating to or arising out of any Letter of Credit or the transactions contemplated thereby or any action taken or omitted by the Letter of Credit Issuer under any Letter of Credit or any DIP Financing Document in connection therewith; provided that no Lender shall be liable for any of the foregoing to the extent it arises from the gross negligence or willful misconduct of the Person to be indemnified. Without limitation of the foregoing, each Lender agrees to reimburse the Letter of Credit Issuer promptly upon demand for its Pro Rata Share of any costs or expenses payable by the Borrowers to the Letter of Credit Issuer, to the extent that the Letter of Credit Issuer is not promptly reimbursed for such costs and expenses by the Borrowers. The agreement contained in this Section shall survive payment in full of all other Obligations.

12.17 Concerning the Collateral and the Related DIP Financing Documents. Each Lender authorizes and directs the Administrative Agent to enter into the other DIP Financing Documents, for the ratable benefit and obligation of the Administrative Agent and the Lenders. Each Lender agrees that any action taken by the Administrative Agent, Majority Lenders or Supermajority Lenders, as applicable, in accordance with the terms of this Agreement or the other DIP Financing Documents, and the exercise by the Administrative Agent, the Majority

Lenders, or the Supermajority Lenders, as applicable, of their respective powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders. The Lenders acknowledge that the Revolving Loans, Agent Advances, Non-Ratable Loans, Hedge Agreements, Bank Products and all interest, fees and expenses hereunder constitute one Debt, secured *pari passu* by all of the Collateral.

12.18 Field Audit and Examination Reports; Disclaimer by Lenders. By signing this Agreement, each Lender:

(a) is deemed to have requested that the Administrative Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report (each a "Report" and collectively, "Reports") prepared by or on behalf of the Administrative Agent;

(b) expressly agrees and acknowledges that neither Bank of America nor the Administrative Agent (i) makes any representation or warranty as to the accuracy of any Report, or (ii) shall be liable for any information contained in any Report;

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that the Administrative Agent or Bank of America or other party performing any audit or examination will inspect only specific information regarding the Borrowers and will rely significantly upon the Borrowers' books and records, as well as on representations of the Borrowers' personnel;

(d) agrees to keep all Reports confidential and strictly for its internal use, and not to distribute except to its participants, or use any Report in any other manner; and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold the Administrative Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to the Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of the Borrowers; and (ii) to pay and protect, and indemnify, defend and hold the Administrative Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses and other amounts (including Attorney Costs) incurred by the Administrative Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

12.19 Relation Among Lenders. The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of the Administrative Agent) authorized to act for, any other Lender.

12.20 Syndication Agent. The Lender identified on the facing page or signature pages of this Agreement as the "Syndication Agent" shall not have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as

such. Without limiting the foregoing, the Lender so identified as the "Syndication Agent" shall not have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on the Lender so identified as the "Syndication Agent" in deciding to enter into this Agreement or in taking or not taking action hereunder.

ARTICLE 13
MISCELLANEOUS

13.1 No Waivers; Cumulative Remedies. No failure by the Administrative Agent or any Lender to exercise any right, remedy, or option under this Agreement or any present or future supplement thereto, or in any other agreement between or among the Borrowers and the Administrative Agent and/or any Lender, or delay by the Administrative Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by the Administrative Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by the Administrative Agent or the Lenders on any occasion shall affect or diminish the Administrative Agent's and each Lender's rights thereafter to require strict performance by the Borrowers of any provision of this Agreement. The Administrative Agent and the Lenders may proceed directly to collect the Obligations without any prior recourse to the Collateral. The Administrative Agent's and each Lender's rights under this Agreement will be cumulative and not exclusive of any other right or remedy which the Administrative Agent or any Lender may have.

13.2 Severability. The illegality or unenforceability of any provision of this Agreement or any DIP Financing Document or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

13.3 Governing Law; Choice of Forum; Service of Process.

(a) THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF, OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW) PROVIDED THAT PERFECTION ISSUES WITH RESPECT TO ARTICLE 9 OF THE UCC MAY GIVE EFFECT TO APPLICABLE CHOICE OR CONFLICT OF LAW RULES SET FORTH IN ARTICLE 9 OF THE UCC) OF THE STATE OF NEW YORK; PROVIDED THAT THE AGENT AND THE LENDERS SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER DIP FINANCING DOCUMENT THAT IS NOT REQUIRED TO BE BROUGHT IN THE U.S. BANKRUPTCY COURT WHERE THE CHAPTER 11 CASES ARE PENDING MAY BE BROUGHT IN THE COURTS OF THE STATE OF GEORGIA OR OF THE UNITED STATES OF AMERICA LOCATED IN FULTON COUNTY, GEORGIA, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH OF THE BORROWERS, THE AGENT AND THE LENDERS CONSENTS, FOR

ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF THE BORROWERS, THE AGENT AND THE LENDERS IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS AGREEMENT OR ANY DOCUMENT RELATED HERETO. NOTWITHSTANDING THE FOREGOING: (1) THE AGENT AND THE LENDERS SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWERS OR THEIR PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION THE AGENT OR THE LENDERS DEEM NECESSARY OR APPROPRIATE IN ORDER TO REALIZE ON THE COLLATERAL OR OTHER SECURITY FOR THE OBLIGATIONS AND (2) EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT ANY APPEALS FROM THE COURTS DESCRIBED IN THE IMMEDIATELY PRECEDING SENTENCE MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE THOSE JURISDICTIONS.

(c) THE BORROWERS HEREBY WAIVE PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO THE BORROWER AT ITS ADDRESS SET FORTH IN SECTION 13.8 AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAIL POSTAGE PREPAID. NOTHING CONTAINED HEREIN SHALL AFFECT THE RIGHT OF AGENT OR THE LENDERS TO SERVE LEGAL PROCESS BY ANY OTHER MANNER PERMITTED BY LAW.

13.4 WAIVER OF JURY TRIAL. THE BORROWERS, THE LENDERS AND THE AGENT EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER DIP FINANCING DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. THE BORROWERS, THE LENDERS AND THE AGENT EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER DIP FINANCING DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER DIP FINANCING DOCUMENTS.

13.5 Survival of Representations and Warranties. All of the Borrowers' representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by the Administrative Agent or the Lenders or their respective agents.

13.6 Other Security and Guaranties. The Administrative Agent, may, without notice or demand and without affecting the Borrowers' obligations hereunder, from time to time: (a) take from any Person and hold collateral (other than the Collateral) for the payment of all or any part of the Obligations and exchange, enforce or release such collateral or any part thereof; and (b) accept and hold any endorsement or guaranty of payment of all or any part of the Obligations and release or substitute any such endorser or guarantor, or any Person who has given any Lien in any other collateral as security for the payment of all or any part of the Obligations, or any other Person in any way obligated to pay all or any part of the Obligations.

13.7 Fees and Expenses. The Borrowers agree to pay to or reimburse (1) the Syndication Agent and the Book Managers, on demand, all costs and expenses that such Persons pay or incur in connection with the structuring and syndication of the DIP Facility, whether prior to or on or after the Closing Date, and including reasonable fees and disbursements of counsel, and (2) the Administrative Agent, for its benefit, on demand, all costs and expenses that Administrative Agent pays or incurs in connection with the negotiation, preparation, syndication, consummation, administration, enforcement, and termination of this Agreement or any of the other DIP Financing Documents, including: (a) Attorney Costs; (b) costs and expenses (including attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with the DIP Financing Documents and the transactions contemplated thereby; (c) costs and expenses of lien and title searches and title insurance; (d) taxes, fees and other charges for recording the Mortgages, filing financing statements and continuations, and other actions to perfect, protect, and continue the Administrative Agent's Liens (including costs and expenses paid or incurred by the Administrative Agent in connection with the consummation of Agreement); (e) sums paid or incurred to pay any amount or take any action required of the Borrowers under the DIP Financing Documents that the Borrowers fail to pay or take; (f) costs of appraisals, inspections, and verifications of the Collateral, including travel, lodging, and meals for inspections of the Collateral and the Borrowers' operations by the Administrative Agent plus the Administrative Agent's then customary charge for field examinations and audits and the preparation of reports thereof (such charge is currently $850 per day (or portion thereof) for each Person retained or employed by the Administrative Agent with respect to each field examination or audit); and (g) costs and expenses of forwarding loan proceeds, collecting checks and other items of payment, and establishing and maintaining Payment Accounts and lock boxes, and costs and expenses of preserving and protecting the Collateral. In addition, the Borrowers agree to pay costs and expenses incurred by the Administrative Agent (including Attorneys' Costs) to the Administrative Agent, for its benefit, on demand, and to the other Lenders for their benefit, on demand, and all reasonable fees, expenses and disbursements incurred by such other Lenders for one law firm retained by such other Lenders, in each case, paid or incurred to obtain payment of the Obligations, enforce the Administrative Agent's Liens, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of the DIP Financing Documents, or to defend any claims made or threatened against the Administrative Agent or any Lender arising out of the transactions contemplated hereby (including preparations for and consultations concerning any

such matters). The foregoing shall not be construed to limit any other provisions of the DIP Financing Documents regarding costs and expenses to be paid by the Borrowers. All of the foregoing costs and expenses shall be charged to the Borrowers' Loan Account as Revolving Loans as described in Section 3.7.

13.8 Notices. Except as otherwise provided herein, all notices, demands and requests that any party is required or elects to give to any other shall be in writing, or by a telecommunications device capable of creating a written record, and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by overnight mail and courier service, (b) four (4) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, or (c) in the case of notice by such a telecommunications device, when properly transmitted, in each case addressed to the party to be notified as follows:

If to the Administrative Agent or Bank of America:	Bank of America, N.A. 600 Peachtree Street, N.E. 5th Floor Atlanta, Georgia 30308-2265 Attention: Business Credit - Account Executive Telecopy No.: (404) 607-6059
with a copy to:	Parker, Hudson, Rainer & Dobbs LLP 1500 Marquis Two Tower 285 Peachtree Center Avenue, N.E. Atlanta, Georgia 30303 Attention: C. Edward Dobbs, Esq. Telecopy No.: (404) 522-8409
If to the Borrowers:	WestPoint Stevens Inc. 507 W. 10th Street West Point, Georgia 31833 Attention: Chief Financial Officer Telecopy No.: (706) 645-4300
with a copy to:	Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, New York 10153 Attention: Marsha Simms, Esq. Telecopy No.: (212) 310-8007

or to such other address as each party may designate for itself by like notice. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the persons designated above to receive copies shall not adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

13.9 Waiver of Notices. Unless otherwise expressly provided herein, the Borrowers waive presentment, and notice of demand or dishonor and protest as to any instrument, notice of intent to accelerate the Obligations and notice of acceleration of the Obligations, as well as any and all other notices to which it might otherwise be entitled. No notice to or demand on the Borrowers which the Administrative Agent or any Lender may elect to give shall entitle the Borrowers to any or further notice or demand in the same, similar or other circumstances.

13.10 Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and assigns of the parties hereto; provided, however, that no interest herein may be assigned by any Borrower without prior written consent of the Administrative Agent and each Lender. The rights and benefits of the Administrative Agent and the Lenders hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof.

13.11 Indemnity of the Agents and the Lenders by the Borrowers.

(a) Each Borrower agrees to defend, indemnify and hold the Agent-Related Persons, and each Lender and each of its respective officers, directors, employees, counsel, representatives, agents and attorneys-in-fact (each, an "Indemnified Person") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including Attorney Costs) of any kind or nature whatsoever which may at any time (including at any time following repayment of the Loans and the termination, resignation or replacement of the Administrative Agent or replacement of any Lender) be imposed on, incurred by or asserted against any such Person in any way relating to or arising out of this Agreement or any document contemplated by or referred to herein, or the transactions contemplated hereby, or any action taken or omitted by any such Person under or in connection with any of the foregoing, including with respect to any investigation, litigation or proceeding (including any Insolvency Proceeding or appellate proceeding) related to or arising out of this Agreement, any other DIP Financing Document, or the Loans or the use of the proceeds thereof, whether or not any Indemnified Person is a party thereto (all the foregoing, collectively, the "Indemnified Liabilities"); provided, that the Borrowers shall have no obligation hereunder to any Indemnified Person with respect to Indemnified Liabilities resulting solely from the willful misconduct of such Indemnified Person. The agreements in this Section shall survive payment of all other Obligations.

(b) Each Borrower agrees to indemnify, defend and hold harmless the Agents and the Lenders from any loss or liability directly or indirectly arising out of the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or presence of a hazardous substance relating to such Borrower's operations, business or property. This indemnity will apply whether the hazardous substance is on, under or about such Borrower's property or operations or property leased to such Borrower. The indemnity includes, but is not limited to, Attorneys Costs. The indemnity extends to the Agents and the Lenders, their parents, affiliates, subsidiaries and all of their directors, officers, employees, agents, successors, attorneys and assigns. "Hazardous substances" means any substance, material or waste that is or becomes designated or regulated as "toxic," "hazardous," "pollutant," or "contaminant" or a similar designation or regulation under any federal, state or local law (whether under common law,

statute, regulation or otherwise) or judicial or administrative interpretation of such, including petroleum or natural gas. This indemnity will survive repayment of all other Obligations.

13.12 Limitation of Liability. NO CLAIM MAY BE MADE BY ANY BORROWER, ANY LENDER OR OTHER PERSON AGAINST THE AGENT, ANY LENDER, OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, COUNSEL, REPRESENTATIVES, AGENTS OR ATTORNEYS-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER DIP FINANCING DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND EACH BORROWER AND EACH LENDER HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

13.13 Final Agreement. This Agreement and the other DIP Financing Documents are intended by the Borrowers, the Administrative Agent and the Lenders to be the final, complete, and exclusive expression of the agreement between them. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof except for the Interest and Fee Letter. No modification, rescission, waiver, release, or amendment of any provision of this Agreement or any other DIP Financing Document shall be made, except by a written agreement signed by the Borrowers and a duly authorized officer of each of the Administrative Agent and the requisite Lenders.

13.14 Counterparts. This Agreement may be executed in any number of counterparts, and by the Administrative Agent, each Lender and each Borrower in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

13.15 Captions. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

13.16 Right of Setoff. In addition to any rights and remedies of the Lenders provided by law, if an Event of Default exists or the Loans have been accelerated, each Lender is authorized at any time and from time to time, without prior notice to the Borrowers, any such notice being waived by the Borrowers to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender or any Affiliate of such Lender to or for the credit or the account of the Borrowers against any and all Obligations owing to such Lender, now or hereafter existing, irrespective of whether or not the Administrative Agent or such Lender shall have made demand under this Agreement or any DIP Financing Document and although such Obligations may be contingent or unmatured. Each Lender agrees promptly to notify the Borrowers and the Administrative Agent after any such set-off and application made by such Lender; provided, however, that the failure to give such notice shall not affect the

validity of such set-off and application. NOTWITHSTANDING THE FOREGOING, NO LENDER SHALL EXERCISE ANY RIGHT OF SET-OFF, BANKER'S LIEN, OR THE LIKE AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF THE BORROWERS HELD OR MAINTAINED BY SUCH LENDER WITHOUT THE PRIOR WRITTEN UNANIMOUS CONSENT OF THE LENDERS.

13.17 Confidentiality.

(a) Each Borrower hereby consents that the Administrative Agent and each Lender may issue and disseminate to the public general information describing the credit accommodation entered into pursuant to this Agreement, including the name and address of such Borrower and a general description of such Borrower's business and may use such Borrower's name in advertising and other promotional material.

(b) Each Lender severally agrees to take normal and reasonable precautions and exercise due care to maintain the confidentiality of all information identified as "confidential" or "secret" by the Borrowers and provided to the Administrative Agent or such Lender by or on behalf of the Borrowers, under this Agreement or any other DIP Financing Document, except to the extent that such information (i) was or becomes generally available to the public other than as a result of disclosure by the Administrative Agent or such Lender, (ii) was or becomes available on a nonconfidential basis from a source other than the Borrowers, provided that such source is not bound by a confidentiality agreement with the Borrowers known to the Administrative Agent or such Lender; or (iii) is required or permitted to be disclosed by the Borrowers, the Administrative Agent or the Lenders in the Chapter 11 Cases; provided, however, that the Administrative Agent and any Lender may disclose such information (1) at the request or pursuant to any requirement of any Governmental Authority to which the Administrative Agent or such Lender is subject or in connection with an examination of the Administrative Agent or such Lender by any such Governmental Authority; (2) pursuant to subpoena or other court process; (3) when required to do so in accordance with the provisions of any applicable Requirement of Law; (4) to the extent reasonably required in connection with any litigation or proceeding (including the Chapter 11 Cases) to which the Administrative Agent, any Lender or their respective Affiliates may be party; (5) to the extent reasonably required in connection with the exercise of any remedy hereunder or under any other DIP Financing Document; (6) to the Administrative Agent's or such Lender's independent auditors, accountants, attorneys and other professional advisors; (7) to any prospective Participant or Assignee under any Assignment and Acceptance, actual or potential, provided that such prospective Participant or Assignee agrees to keep such information confidential to the same extent required of the Administrative Agent and the Lenders hereunder; (8) as expressly permitted under the terms of any other document or agreement regarding confidentiality to which any Borrower is party or is deemed party with the Administrative Agent or such Lender; (9) to its Affiliates; and (10) to any of the Pre-Petition Lenders. Notwithstanding anything herein to the contrary, the information subject to this Section 13.17(b) shall not include, and the Administrative Agent and each Lender may disclose without limitation of any kind, any information with respect to the "tax treatment" and "tax structure" (in each case, within the meaning of Treasury Regulation Section 1.6011-4) of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to the Administrative Agent or such Lender relating to such tax treatment or tax structure; provided that with respect to any document or similar item that in

either case contains information concerning the tax treatment or tax structure of the transactions as well as other information, this sentence shall only apply to such portions of the document or similar item that relate to the tax treatment or tax structure of the Loans, Letters of Credit and transactions contemplated hereby.

13.18 Conflicts with Other DIP Financing Documents. Unless otherwise expressly provided in this Agreement (or in another DIP Financing Document by specific reference to the applicable provision contained in this Agreement), if any provision contained in this Agreement conflicts with any provision of any other DIP Financing Document, the provision contained in this Agreement shall govern and control.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

"BORROWERS":

WESTPOINT STEVENS INC., a Delaware corporation

_____

By: _____
Title: _____

WESTPOINT STEVENS INC I, a Delaware corporation

_____

By: _____
Title: _____

J.P. STEVENS & CO., INC., a Delaware corporation

_____

By: _____
Title: _____

J.P. STEVENS ENTERPRISES, INC., a Delaware corporation

_____

By: _____
Title: _____

WESTPOINT STEVENS STORES INC., a Georgia corporation

_____

By: _____
Title: _____

"ADMINISTRATIVE AGENT"

BANK OF AMERICA, N.A., as the Administrative Agent

By: _____
_____, Vice President

"SYNDICATION AGENT"

WACHOVIA BANK, NATIONAL ASSOCIATION, as the Syndication Agent

By: _____
_____, Vice President

"LENDERS"

BANK OF AMERICA, N.A., as a Lender

By: _____
_____, Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION, as a Lender

By: _____
_____, Vice President

ANNEX A
to
Credit Agreement

Definitions

Capitalized terms used in the DIP Financing Documents shall have the following respective meanings (unless otherwise defined therein), and all section references in the following definitions shall refer to sections of this Agreement:

"2002 Restructuring Plan" means that certain restructuring plan, dated September 9, 2002, outlining certain changes in the operation of the Borrowers and their Subsidiaries.

"Acceptable Plan" means a Reorganization Plan which provides for Full Payment of any then unpaid Obligations on the sooner to occur of (i) the last day of the DIP Term and (ii) the effective date of such Reorganization Plan, or which is otherwise acceptable to Administrative Agent and each Lender, in their sole and absolute discretion.

"Accommodation Payment" has the meaning specified in Section 3.9(d).

"Account Debtor" means each Person obligated in any way on or in connection with an Account, Chattel Paper or General Intangible (including a payment intangible).

"Accounts" means all of the Borrowers' now owned or hereafter acquired or arising accounts, as defined in the UCC, including any rights to payment for the sale or lease of goods or rendition of services, whether or not they have been earned by performance.

"Accounts Formula Amount" means, at any time, an amount equal to eighty-five percent (85%) of the Net Amount of Eligible Accounts.

"Accrued Royalty Reserve" has the meaning specified in the definition of "Royalty Reserve."

"ACH Transactions" means any cash management, disbursement or related services, including overdrafts and the automatic clearing house transfer of funds by Bank of America for the account of the Borrowers.

"Adequate Protection Claim" means the right of the holder of a secured Claim against the Borrowers (or any of them) to receive periodic payments as adequate protection under Sections 361 or 363 of the Bankruptcy Code.

"Adjusted Net Earnings from Operations" means, with respect to any specified fiscal period, the net income of the Borrowers and their Subsidiaries on a consolidated basis for such fiscal period after provision for income taxes, as determined in accordance with GAAP and reported on the Financial Statements for such period, excluding any and all of the following included in such net income: (a) gain or loss arising from the sale of any capital assets; (b) gain arising from any write-up in the book value of any asset; (c) earnings of any Person, substantially all the assets of which have been acquired by a Borrower or Subsidiary in any manner, to the

extent realized by such other Person prior to the date of acquisition; (d) earnings of any Person in which a Borrower or Subsidiary has an ownership interest unless (and only to the extent) such earnings shall actually have been received by such Borrower or Subsidiary in the form of cash distributions; (e) earnings of any Person to which assets of a Borrower or Subsidiary shall have been sold, transferred or disposed of, or into which such Borrower or Subsidiary shall have been merged, or which has been a party with such Borrower or Subsidiary to any consolidation or other form of reorganization, prior to the date of such transaction; (f) gain arising from the acquisition of debt or equity securities of a Borrower or Subsidiary or from cancellation or forgiveness of Debt; (g) gain or loss arising from extraordinary items, as determined in accordance with GAAP, or from any other non-recurring transaction; (h) without duplication, those Plant Shutdown Costs that have not been incurred, accrued or reserved as of the Petition Date; and (i) the Chapter 11 Expenses.

"Administrative Agent" has the meaning specified in the Recitals to this Agreement

"Administrative Agent's Liens" means the Liens in the Collateral granted to the Administrative Agent, for the benefit of the Lenders, Bank of America, and Administrative Agent pursuant to this Agreement, the other DIP Financing Documents and the Financing Orders.

"Administrative Agent-Related Persons" means the Administrative Agent, together with its Affiliates, and the officers, directors, employees, counsel, representatives, agents and attorneys-in-fact of the Administrative Agent and such Affiliates.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person or which owns, directly or indirectly, five percent (5%) or more of the outstanding equity interest of such Person. A Person shall be deemed to control another Person if the controlling Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agent Advances" has the meaning specified in Section 1.2(i).

"Agent-Related Persons" means each Agent, together with its Affiliates, and the officers, directors, employees, counsel, representatives, agents and attorneys-in-fact of such Agent and its Affiliates.

"Agents" means, collectively, the Administrative Agent, the Syndication Agent and the Documentation Agent.

"Aggregate Revolver Outstandings" means, at any date of determination: the sum of (a) the unpaid balance of Revolving Loans, (b) the aggregate amount of Pending Revolving Loans, (c) one hundred percent (100%) of the aggregate undrawn face amount of all outstanding Letters of Credit, and (d) the aggregate amount of any unpaid reimbursement obligations in respect of Letters of Credit.

"Agreement" means the Post-Petition Credit Agreement to which this Annex A is

attached, as from time to time amended, modified or restated.

"Anniversary Date" means each anniversary of the Closing Date.

"Applicable Margins" means

(i) with respect to Base Rate Revolving Loans and all other Obligations (other than LIBOR Revolving Loans and the Unused Line Fee), 0.625%;

(ii) with respect to LIBOR Revolving Loans, 2.75%.; and

(iii) with respect to the Unused Line Fee, 0.50%.

The Applicable Margins shall be adjusted (up or down) prospectively on November 1, 2003, and continuing on the first day of each November, February, May and August thereafter, based upon Average Availability for the immediately preceding three-month period. Adjustments in Applicable Margins shall be determined by reference to the following grids:

If Average Availability is:	Level of Applicable Margins:
> $200,000,000	Level I
> $150,000,000, but ≤ $200,000,000	Level II
> $100,000,000, but ≤ $150,000,000	Level III
≤ $100,000,000	Level IV

	Applicable Margins			
	Level I	Level II	Level III	Level IV
Base Rate Revolving Loans	0.25%	0.50%	0.75%	1.00%
LIBOR Revolving Loans	2.25%	2.50%	2.75%	3.00%
Unused Line Fee	0.375%	0.50%	0.625%	0.75%

If a Default or Event of Default has occurred and is continuing at the time any reduction in the Applicable Margins is to be implemented, no reduction may occur until the first day of the first calendar month following the date on which such Default or Event of Default is waived or cured.

"Arranger" means Banc of America Securities LLC.

"Assignee" has the meaning specified in Section 11.2(a).

"Assignment and Acceptance" has the meaning specified in Section 11.2(a).

"Attorney Costs" means and includes all reasonable fees, expenses and disbursements of any law firm or other counsel engaged by the Administrative Agent and the reasonably allocated costs and expenses of internal legal services of the Administrative Agent.

"Availability" means, at any time, (a) the lesser of (i) the Maximum Revolver Amount at such time and (ii) the Borrowing Base at such time, minus, in each case, (b) the Aggregate Revolver Outstandings at such time.

"Availability Reserve" means, at any time, an amount equal to the sum of (i) the Carve-Out Reserve, (ii) the Royalty Reserve, (iii) the Fixed Asset Reserve, and (iv) the Reduction Event Reserve.

"Average Availability" means, for any month, an amount equal to Availability on each day during such month, as determined by the Administrative Agent, divided by the number of days in such month.

"Avoidance Claim" means any claim that could be asserted by or on behalf of a Borrower or its Estate against a Person under 11 U.S.C. §§ 502(d), 544, 545, 547, 548, 549, 550, 551 or 553.

"Bank of America" means Bank of America, N.A., a national banking association, or any successor entity thereto.

"Bank Products" means any one or more of the following types of services or facilities extended to the Borrowers by Bank of America or any affiliate of Bank of America: (i) credit cards; (ii) ACH Transactions; and (iii) Hedge Agreements.

"Bankruptcy Code" means Title 11 of the United States Code (11 U.S.C. §101 et seq.).

"Base Rate" means, for any day, the rate of interest in effect for such day as publicly announced from time to time by Bank of America in Charlotte, North Carolina as its "prime rate" (the "prime rate" being a rate set by Bank of America based upon various factors, including Bank of America's costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate). Any change in the prime rate announced by Bank of America shall take effect at the opening of business on the day specified in the public announcement of such change. Each Interest Rate based upon the Base Rate shall be adjusted simultaneously with any change in the Base Rate.

"Base Rate Revolving Loan" means a Revolving Loan during any period in which it bears interest based on the Base Rate.

"Book Managers" means, collectively, Banc of America Securities LLC and Wachovia Securities, Inc., and "Book Manager" means either of them.

"Borrowers' Agent" has the meaning specified in Section 1.2(k).

"Borrowing" means a borrowing hereunder consisting of Revolving Loans made on the same day by the Lenders to the Borrowers or by Bank of America in the case of a Borrowing funded by Non-Ratable Loans or by the Administrative Agent in the case of a Borrowing consisting of an Agent Advance, or the issuance of Letters of Credit hereunder.

"Borrowing Base" means, at any time, an amount equal to (i) the sum of the Accounts Formula Amount and the Inventory Formula Amount at such time, minus (ii) the Availability Reserve at such time.

"Borrowing Base Certificate" means a certificate by a Responsible Officer of the Borrowers, substantially in the form of Exhibit B (or another form acceptable to the Administrative Agent) setting forth the calculation of the Borrowing Base, including a calculation of each component thereof, all in such detail as shall be reasonably satisfactory to the Administrative Agent. All calculations of the Borrowing Base in connection with the preparation of any Borrowing Base Certificate shall originally be made by the Borrowers and certified to the Administrative Agent; provided, that the Administrative Agent shall have the right to review and adjust, in the exercise of its reasonable credit judgment, any such calculation (1) to reflect its reasonable estimate of declines in value of any of the Collateral described therein, and (2) to the extent that such calculation is not in accordance with this Agreement.

"Budget" means a cash flow forecast in form and substance acceptable to the Administrative Agent and the Initial Lenders projecting the Borrowers' cash receipts and disbursements (including Chapter 11 Expenses) for the first thirteen (13) weeks following the Petition Date and attached to the DIP Motion or the Interim Financing Order, as such budget may be modified or supplemented from time to time with the Administrative Agent's and the Majority Lenders' prior written consent.

"Business Day" means (a) any day that is not a Saturday, Sunday, or a day on which banks in Atlanta, Georgia or New York, New York are required or permitted to be closed, and (b) with respect to all notices, determinations, fundings and payments in connection with the LIBOR Rate or LIBOR Revolving Loans, any day that is a Business Day pursuant to clause (a) above and that is also a day on which trading in Dollars is carried on by and between banks in the London interbank market.

"Capital Adequacy Regulation" means any guideline, request or directive of any central bank or other Governmental Authority, or any other law, rule or regulation, whether or not having the force of law, in each case, regarding capital adequacy of any bank or of any corporation controlling a bank.

"Capital Expenditures" means all payments due (whether or not paid during any fiscal period) in respect of the cost of any fixed asset or improvement, or replacement, substitution, or addition thereto, which has a useful life of more than one year, including those costs arising in connection with the direct or indirect acquisition of such asset by way of increased product or service charges or in connection with a Capital Lease.

"Capital Lease" means any lease of property by a Borrower which, in accordance with GAAP, should be reflected as a capital lease on the balance sheet of such Borrower.

"Cash Dominion Cure Date" means the first date after the occurrence of a Cash Dominion Date on which Availability is at least $75,000,000 and no Event of Default exists.

"Cash Dominion Date" means the soonest to occur of the following: (i) the occurrence of an Event of Default under this Agreement, (ii) Availability on any date after the

Final Financing Order has been entered by the Court is less than $50,000,000, and (iii) Availability on any date after the Final Financing Order has been entered by the Court is less than $75,000,000 and there is no day during the period of twenty (20) days immediately following such date on which Availability is at least $75,000,000.

"Cash Dominion Period" means a period commencing on a Cash Dominion Date and ending on a Cash Dominion Cure Date.

"Carve-Out" means the "Carve-Out" consented to by the Administrative Agent under, and as defined in, the Financing Orders.

"Carve-Out Reserve" means, at any time, an amount equal to the sum of $5,000,000.

"Change of Control" means the occurrence of any of the following events: (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the "beneficial owner" as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the Voting Stock of WPS; (b) WPS consolidates with, or merges with or into, another person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or substantially all of its assets to any person or any person consolidates with, or merges with or into, WPS, in any such event pursuant to a transaction in which the outstanding Voting Stock of WPS is converted into or exchanged for cash, securities, or other property, other than any such transaction where (i) the outstanding Voting Stock of WPS is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee corporation or its parent corporation and (ii) immediately after such transaction no "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act) is the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person shall be deemed to have a "beneficial ownership" of all securities that such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total Voting Stock of the surviving or transferee corporation or its parent corporation, as applicable; (c) individuals who on the Petition Date constituted the board of directors of WPS (together with any new directors whose election by such board or whose nomination for election by the stockholders of WPS was approved by a vote of a majority of the directors then still in office who were either directors on the Petition Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of such board then in office; or (d) WPS shall fail to own, directly or indirectly, 100% of the outstanding capital stock of each other Borrower.

"Chapter 11 Cases" has the meaning specified in the Recitals to this Agreement.

"Chapter 11 Expenses" means fees and expenses incurred as a result of the Chapter 11 Cases, including fees and expenses relating to the KERP, fees and expenses relating to this Agreement, Professional Expenses, Committee Expenses, and termination charges paid under the Congress Loan Agreement.

"Chattel Paper" means all of the Borrowers' now owned or hereafter acquired chattel paper, as defined in the UCC, including electronic chattel paper.

"Claim" has the meaning given to it in Section 101 of the Bankruptcy Code.

"Closing Date" means the date of this Agreement.

"Code" means the Internal Revenue Code of 1986.

"Collateral" means all of each Borrower's real and personal property, whether now existing or hereafter created or acquired and whenever located, except as specifically excluded under the Financing Orders.

"Commitment" means, at any time with respect to a Lender, the principal amount set forth beside such Lender's name under the heading "Commitment" on Schedule 1.2 attached to this Agreement or on the signature page of the Assignment and Acceptance pursuant to which such Lender became a Lender hereunder in accordance with the provisions of Section 11.2, as such Commitment may be adjusted from time to time in accordance with the provisions of Section 11.2, and "Commitments" means, collectively, the aggregate amount of the commitments of all of the Lenders.

"Commitment Termination Date" means the date that is the soonest to occur of: (i) the last day of the DIP Term, (ii) the date of entry of a Confirmation Order with respect to any Reorganization Plan (or the effective date of any Reorganization Plan if either the Confirmation Order or the Reorganization Plan provides that title to all of the assets of each Borrower's Estate remains vested in such Estate until the effective date), (iii) the effective date of any sale of all or a substantial part of the Collateral, (iv) the date on which this Agreement and the Commitments are terminated pursuant to Section 9.2 of this Agreement, (v) the date on which Borrowers elect to terminate the DIP Facility pursuant to Section 3.2 of this Agreement or (vi) the date on which either Pre-Petition Agent or Administrative Agent is granted relief from the automatic stay.

"Committee" means a creditors' or equity security holders' committee appointed in the Chapter 11 Cases by the United States Trustee.

"Committee Expenses" means the reasonable out-of-pocket expenses of members of a Committee, to the extent approved by the Court.

"Confirmation Order" means an order entered by the Court confirming a Reorganization Plan.

"Congress" means Congress Financial Corporation (Southern), a Georgia corporation.

"Congress Loan Agreement" means the Loan and Security Agreement dated March 28, 2003, among WPSRC, as Borrower, WPS, as Initial Servicer, the lenders party thereto from time to time, and Congress, as agent for such lenders, as amended and in effect on the Petition Date.

"Contaminant" means any waste, pollutant, hazardous substance, toxic substance,

hazardous waste, special waste, petroleum or petroleum-derived substance or waste, asbestos in any form or condition, polychlorinated biphenyls ("PCBs"), or any constituent of any such substance or waste.

"Continuation/Conversion Date" means the date on which a Loan is converted into or continued as a LIBOR Revolving Loan.

"Court" has the meaning specified in the Recitals to this Agreement.

"Credit Support" has the meaning specified in Section 1.3(a).

"Critical Vendor" means a Person who holds a Claim against a Borrower on the Petition Date and whose ongoing provision of goods or services is essential to one or more Borrowers' successful reorganization in the Chapter 11 Cases.

"Debt" means, without duplication, all liabilities, obligations and indebtedness of a Borrower or a Subsidiary to any Person, of any kind or nature, now or hereafter owing, arising, due or payable, howsoever evidenced, created, incurred, acquired or owing, whether primary, secondary, direct, contingent, fixed or otherwise, consisting of indebtedness for borrowed money or the deferred purchase price of property, excluding trade payables, but including (a) all Obligations; (b) all obligations and liabilities of any Person secured by any Lien on a Borrower's property, even though such Borrower shall not have assumed or become liable for the payment thereof; provided, however, that all such obligations and liabilities which are limited in recourse to such property shall be included in Debt only to the extent of the book value of such property as would be shown on a balance sheet of such Borrower prepared in accordance with GAAP; (c) all obligations or liabilities created or arising under any Capital Lease or conditional sale or other title retention agreement with respect to property used or acquired by a Borrower, even if the rights and remedies of the lessor, seller or lender thereunder are limited to repossession of such property; provided, however, that all such obligations and liabilities which are limited in recourse to such property shall be included in Debt only to the extent of the book value of such property as would be shown on a balance sheet of such Borrower prepared in accordance with GAAP; (d) all obligations and liabilities under Guaranties; and (e) the present value (discounted at the Base Rate) of lease payments due under synthetic leases.

"Default" means any event or circumstance which, with the giving of notice, the lapse of time, or both, would (if not cured, waived, or otherwise remedied during such time) constitute an Event of Default.

"Default Rate" means a fluctuating per annum interest rate at all times equal to the sum of (a) the otherwise applicable Interest Rate plus (b) two percent (2%) per annum. Each Default Rate shall be adjusted simultaneously with any change in the applicable Interest Rate. In addition, the Default Rate shall result in an increase in the Letter of Credit Fee by two percentage points per annum.

"Defaulting Lender" has the meaning specified in Section 12.15(c).

"Deposit Accounts" means all "deposit accounts" as such term is defined in the UCC, now or hereafter held in the name of a Borrower.

"Designated Account" has the meaning specified in Section 1.2(d).

"Designated Account Debtor" means each Account Debtor listed from time to time with the consent of the Administrative Agent on Annex B.

"DIP Facility" has the meaning specified in Section 1.1.

"DIP Financing Documents" means this Agreement, the Patent and Trademark Security Agreements, the Security Agreement, the Mortgages, each Subsidiary Guaranty, each Subsidiary Security Agreement, the Interest and Fee Letter and any other agreements, instruments, and documents heretofore, now or hereafter evidencing, securing, guaranteeing or otherwise relating to the Obligations, the Collateral, or any other aspect of the transactions contemplated by this Agreement.

"DIP Motion" means the Motion of the Borrowers for approval of the financing under the DIP Facility pursuant to this Agreement.

"DIP Term" means a period commencing on the date of entry of the Interim Financing Order and ending on the first anniversary thereof; provided, that if the DIP Term has been extended by the Borrowers pursuant to Section 3.2(b), the DIP Term shall end on the last day of the applicable Renewal Period.

"Disqualified Stock" means, with respect to any Person, any capital stock or other security of such Person which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, matures or is mandatorily redeemable (in each case, other than into common stock of WPS), pursuant to a sinking fund obligation or otherwise, or is exchangeable for Debt, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to the final maturity date of the specified security. Notwithstanding the foregoing, in no event shall any capital stock or other security that is considered Disqualified Stock solely by reason of such capital stock or other security being convertible at the option of the holder of such capital stock or other security into other capital stock or other security (other than Disqualified Stock) constitute Disqualified Stock.

"Distribution" means, in respect of any corporation: (a) the payment or making of any dividend or other distribution of property in respect of capital stock (or any options or warrants for, or other rights with respect to, such stock) of such corporation, other than distributions in capital stock (or any options or warrants for such stock) of the same class; or (b) the redemption or other acquisition by such corporation of any capital stock (or any options or warrants for such stock) of such corporation.

"Documents" means all documents as such term is defined in the UCC, including bills of lading, warehouse receipts or other documents of title, now owned or hereafter acquired by the Borrowers.

"DOL" means the United States Department of Labor or any successor department or agency.

"Dollar" and "$" means dollars in the lawful currency of the United States.

Unless otherwise specified, all payments under the DIP Financing Documents shall be made in Dollars.

"EBITDA" means, with respect to any fiscal period of the Borrowers, Adjusted Net Earnings from Operations for such period, plus, to the extent deducted in the determination of Adjusted Net Earnings from Operations for that fiscal period, interest expenses, Federal, state, local and foreign income taxes, depreciation and amortization (including the amortization or write-off of deferred financing costs and goodwill), all as determined for the Borrowers and their Subsidiaries on a consolidated basis in accordance with GAAP.

"Eligible Accounts" means those Accounts which are owned by a Borrower and arose from the sale of Goods in the Ordinary Course of Business of such Borrower and which the Administrative Agent, in the exercise of its reasonable commercial discretion, determines to be Eligible Accounts. Without limiting the discretion of the Administrative Agent to establish other criteria of ineligibility, Eligible Accounts shall not, unless the Administrative Agent in its sole discretion elects, include any Account as an Eligible Account:

(a) with respect to which more than 90 days have elapsed since the date of the original invoice therefor or which is more than 60 days past due;

(b) with respect to which any of the representations, warranties, covenants, and agreements contained in the Security Agreement are incorrect or have been breached;

(c) with respect to which Account (or any other Account due from such Account Debtor), in whole or in part, a check, promissory note, draft, trade acceptance or other instrument for the payment of money has been received, presented for payment and returned uncollected for any reason;

(d) which represents a progress billing (as hereinafter defined) or as to which a Borrower has extended the time for payment without the consent of the Administrative Agent; for the purposes hereof, "progress billing" means any invoice for goods sold or leased or services rendered under a contract or agreement pursuant to which the Account Debtor's obligation to pay such invoice is conditioned upon such Borrower's completion of any further performance under the contract or agreement;

(e) with respect to which any one or more of the following events has occurred to the Account Debtor on such Account: death or judicial declaration of incompetency of an Account Debtor who is an individual; the filing by or against the Account Debtor of a request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, winding-up, or other relief under the bankruptcy, insolvency, or similar laws of the United States, any state or territory thereof, or any foreign jurisdiction, now or hereafter in effect; the making of any general assignment by the Account Debtor for the benefit of creditors; the appointment of a receiver or trustee for the Account Debtor or for any of the assets of the Account Debtor, including the appointment of or taking possession by a "custodian," as defined in the Federal Bankruptcy Code; the institution by or against the Account Debtor of any other type of insolvency proceeding (under the bankruptcy laws of the United States or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims

against, or winding up of affairs of, the Account Debtor; the sale, assignment, or transfer of all or any material part of the assets of the Account Debtor; the nonpayment generally by the Account Debtor of its debts as they become due; or the cessation of the business of the Account Debtor as a going concern;

(f) if fifty percent (50%) or more of the aggregate Dollar amount of outstanding Accounts owed at such time by the Account Debtor thereon is classified as ineligible under clause (a) above;

(g) owed by an Account Debtor which: (i) does not maintain its chief executive office in the United States of America, Canada (other than the Province of Newfoundland) or Puerto Rico; or (ii) is not organized under the laws of Puerto Rico, the United States of America or Canada or any state or province thereof; or (iii) is the government of any foreign country or sovereign state, or of any state, province, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof; except to the extent that such Account is secured or payable by a letter of credit satisfactory to the Administrative Agent in its discretion;

(h) owed by an Account Debtor which is an Affiliate or employee of a Borrower;

(i) except as provided in clause (k) below, with respect to which either the perfection, enforceability, or validity of the Administrative Agent's Liens in such Account, or the Administrative Agent's right or ability to obtain direct payment to the Administrative Agent of the proceeds of such Account, is governed by any federal, state, or local statutory requirements other than the Bankruptcy Code and those of the UCC;

(j) owed by an Account Debtor to which such Borrower or any of its Subsidiaries, is indebted in any way, or which is subject to any right of setoff or recoupment by the Account Debtor, unless the Account Debtor has entered into an agreement acceptable to the Administrative Agent to waive setoff rights; or if the Account Debtor thereon has disputed liability or made any claim with respect to any other Account due from such Account Debtor; but in each such case only to the extent of such indebtedness, setoff, recoupment, dispute, or claim;

(k) owed by the government of the United States of America, or any department, agency, public corporation, or other instrumentality thereof, unless the Federal Assignment of Claims Act of 1940, as amended (31 U.S.C. §3727 et seq.), and any other steps necessary to perfect the Administrative Agent's Liens therein, have been complied with to the Administrative Agent's satisfaction with respect to such Account;

(l) owed by any state, municipality, or other political subdivision of the United States of America, or any department, agency, public corporation, or other instrumentality thereof and as to which the Administrative Agent determines that its Lien therein is not or cannot be perfected;

(m) which represents a sale on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment, or other repurchase or return basis;

(n) which is evidenced by a promissory note or other instrument or by chattel paper;

(o) if the Administrative Agent believes, in the exercise of its reasonable judgment, that the prospect of collection of such Account is impaired or that the Account may not be paid by reason of the Account Debtor's financial inability to pay;

(p) with respect to which the Account Debtor is located in any state requiring the filing of a Notice of Business Activities Report or similar report in order to permit the Borrower to seek judicial enforcement in such State of payment of such Account, unless such Borrower has qualified to do business in such state or has filed a Notice of Business Activities Report or equivalent report for the then current year;

(q) which arises out of a sale not made in the Ordinary Course of Business of such Borrower;

(r) with respect to which the Goods giving rise to such Account have not been shipped and delivered to and accepted by the Account Debtor or the services giving rise to such Account have not been performed by the Borrower, and, if applicable, accepted by the Account Debtor, or the Account Debtor revokes its acceptance of such Goods or services;

(s) owed by an Account Debtor which is obligated to the Borrowers respecting Accounts the aggregate unpaid balance of which exceeds fifteen percent (15%) (or, as to any Designated Account Debtor, the percentage set forth on Annex B) of the aggregate unpaid balance of all Eligible Accounts owed to the Borrowers at such time by all of the Borrower's Account Debtors, but only to the extent of such excess; provided, that without limiting any other rights of the Administrative Agent, upon notice to the Borrowers, the Administrative Agent may from time to time in its sole discretion increase or decrease the percentages set forth on Annex B as to any Designated Account Debtor referred to therein, and any such change shall be made in good faith by the Administrative Agent based on either: (A) an event, condition or other circumstance arising after the date hereof or (B) an event, condition or other circumstance existing on the Closing Date to the extent the Administrative Agent has no written notice thereof from the Borrowers prior to the Closing Date; or

(t) which is not subject to a first priority and perfected security interest in favor of the Administrative Agent for the benefit of the Administrative Agent and the Lenders and no other Lien except those in favor of the Pre-Petition Agents.

If any Account at any time ceases to be an Eligible Account, then such Account shall promptly be excluded from the calculation of Eligible Accounts.

"Eligible Assignee" means (a) a commercial bank, commercial finance company, fund or other asset based lender, having total assets in excess of $100,000,000 that is engaged in making, purchasing or otherwise investing in commercial loans in the Ordinary Course of Business of such Person and which shall represent to the satisfaction of the Administrative Agent, in its reasonable discretion, that such Person has the immediate financial resources and functional capability of performing all actions required of a Lender pursuant to the DIP Financing Documents, including funding and indemnification requirements; (b) any Lender

listed on the signature page of this Agreement; (c) any Affiliate of a Lender; and (d) if an Event of Default has occurred and is continuing, any Person reasonably acceptable to the Administrative Agent.

"Eligible Inventory" means Inventory of a Borrower which consists of raw materials, finished goods and, in the Administrative Agent's sole discretion, certain work-in-process, and which the Administrative Agent, in its reasonable discretion, determines to be Eligible Inventory. Without limiting the discretion of the Administrative Agent to establish other criteria of ineligibility, Eligible Inventory shall not, unless the Administrative Agent in its sole discretion elects, include any Inventory:

(a) that is not owned by a Borrower;

(b) that is not subject to the Administrative Agent's Liens, which are perfected as to such Inventory, or that are subject to any other Lien whatsoever (other than the Liens described in clause (d) of the definition of Permitted Liens provided that such Permitted Liens (i) are junior in priority to the Administrative Agent's Liens and (ii) do not impair directly or indirectly the ability of the Administrative Agent to realize on or obtain the full benefit of the Collateral);

(c) that consists of chemicals, samples, prototypes, supplies, or packing and shipping materials;

(d) that is not in good condition, is unmerchantable, or does not meet all standards imposed by any Governmental Authority, having regulatory authority over such goods, their use or sale;

(e) that is not currently either usable or salable, at prices approximating at least cost, in the normal course of the Borrower's business, or that is slow moving or stale;

(f) that is obsolete or repossessed by a Borrower or used Goods taken in trade;

(g) that is located outside the United States of America (or that is in-transit from vendors or suppliers);

(h) that is located in a public warehouse or in possession of a bailee or in a facility leased by a Borrower, if the warehouseman, or the bailee, or the lessor has not delivered to the Administrative Agent, if requested by the Administrative Agent, a subordination agreement in form and substance satisfactory to the Administrative Agent;

(i) that contains or bears any Proprietary Rights licensed to a Borrower pursuant to a License Agreement, if the Administrative Agent is not satisfied that it may sell or otherwise dispose of such Inventory in accordance with the terms of the Security Agreement and Section 9.2 without infringing the rights of the licensor of such Proprietary Rights or violating the License Agreement with such licensor (and without payment of any royalties other than any royalties due with respect to the sale or disposition of such Inventory pursuant to the existing License Agreement), and, as to which the Borrower has not delivered to the Administrative

Agent a consent or sublicense agreement from such licensor in form and substance acceptable to the Administrative Agent if requested;

(j) that is not reflected in the details of a current perpetual inventory report or the existence of which is not otherwise accounted for to the satisfaction of the Administrative Agent; or

(k) that is Inventory placed on consignment.

If any Inventory at any time ceases to be Eligible Inventory, such Inventory shall promptly be excluded from the calculation of Eligible Inventory.

"Environmental Claims" means all claims, however asserted, by any Governmental Authority or other Person alleging potential liability or responsibility for violation of any Environmental Law, or for a Release or injury to the environment.

"Environmental Laws" means all federal, state or local laws, statutes, common law duties, rules, regulations, ordinances and codes, together with all administrative orders, directed duties, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case relating to environmental, health, safety and land use matters.

"Environmental Lien" means a Lien in favor of any Governmental Authority for (a) any liability under Environmental Laws, or (b) damages arising from, or costs incurred by such Governmental Authority in response to, a Release or threatened Release of a Contaminant into the environment.

"Equipment" means all of the Borrowers' now owned and hereafter acquired machinery, equipment, furniture, furnishings, fixtures, and other tangible personal property (except Inventory), including embedded software, motor vehicles with respect to which a certificate of title has been issued, aircraft, dies, tools, jigs, molds and office equipment, as well as all of such types of property leased by any Borrower and all of the Borrowers' rights and interests with respect thereto under such leases (including options to purchase); together with all present and future additions and accessions thereto, replacements therefor, component and auxiliary parts and supplies used or to be used in connection therewith, and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto; wherever any of the foregoing is located.

"ERISA" means the Employee Retirement Income Security Act of 1974, and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with a Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

"ERISA Event" means (a) a Reportable Event with respect to a Pension Plan, (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section

4001(a)(2) of ERISA) or a cessation of operations which is treated as such a withdrawal under Section 4062(e) of ERISA, (c) a complete or partial withdrawal by any Borrower or any ERISA Affiliate from a Multi-employer Plan or notification that a Multi-employer Plan is in reorganization, (d) the filing of a notice of intent to terminate, the treatment of a Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan or Multi-employer Plan, (e) the occurrence of an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan or Multi-employer Plan, or (f) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Borrower or any ERISA Affiliate.

"Estate" means the estate created in each Chapter 11 Case pursuant to 11 U.S.C. § 541(a).

"Event of Default" has the meaning specified in Section 9.1.

"Excess Casualty/Condemnation Proceeds" has the meaning specified in Section 7.6(b).

"Exchange Act" means the Securities Exchange Act of 1934, and regulations promulgated thereunder.

"FDIC" means the Federal Deposit Insurance Corporation, and any Governmental Authority succeeding to any of its principal functions.

"Federal Funds Rate" means, for any day, the rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers on such day, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Rate for such day shall be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Rate for such day shall be the average rate charged to Bank of America on such day on such transactions as determined by the Administrative Agent.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System or any successor thereto.

"Financial Statements" means, according to the context in which it is used, the financial statements referred to in Sections 5.2 and 6.6 or any other financial statements required to be given to the Lenders pursuant to this Agreement.

"Final Financing Order" means an order that is entered by the Court pursuant to Section 364(c) and (d) of the Bankruptcy Code and Bankruptcy Rule 4001(c), which authorizes the incurrence by Borrowers of post-petition secured indebtedness under the DIP Facility in accordance with the DIP Financing Documents, confers status as a Superpriority Claim upon all

of the Obligations, affords adequate protection of the Liens in favor of the Pre-Petition Agents under the Pre-Petition Loan Documents and is otherwise in form and substance satisfactory in all respects to the Administrative Agent and the Lenders.

"Final Pre-Petition Lender Protection Order" means an order of the Court that provides adequate protection to the Liens securing Claims of the Pre-Petition Lenders and, among other things, provides for a sharing of certain proceeds of Collateral consisting of Fixed Assets (as defined therein), and is in form, scope and substance acceptable in all respects to the Administrative Agent and the Lenders.

"Financing Orders" means the Interim Financing Order and the Final Financing Order.

"First Priority Pre-Petition Agent" means Bank of America, N.A., in its capacity as collateral trustee for the First Priority Pre-Petition Lenders pursuant to a certain Second Amended and Restated Collateral Trust Agreement dated as of June 9, 1998, among WPS, certain subsidiaries of WPS, the First Priority Pre-Petition Lenders and Bank of America, N.A. as such collateral trustee, together with its successors in such capacity.

"First Priority Pre-Petition Lenders" means those Persons who are party as lenders to the First Priority Pre-Petition Loan Agreement.

"First Priority Pre-Petition Loan Agreement" means that certain Second Amended and Restated Credit Agreement, dated as of June 9, 1998, among WPS and certain of its subsidiaries, as Borrowers, the First Priority Pre-Petition Lenders and the First Priority Pre-Petition Agent, as amended and in effect on the Petition Date.

"First Priority Pre-Petition Loan Documents" means the First Priority Pre-Petition Loan Agreement, and all instruments, agreements, pledges, assignments and other documents executed in connection therewith and with reference thereto or to evidence or secure payment in whole or in part of the First Priority Pre-Petition Debt.

"Fiscal Month" means each of the twelve (12) consecutive four- or five-week periods beginning on the first day of the Fiscal Year, in the pattern 5,4,4 within a Fiscal Quarter.

"Fiscal Quarter" means each of the four consecutive periods of thirteen (13) weeks, beginning on the first day of the Fiscal Year.

"Fiscal Year" means the Borrowers' fiscal year for financial accounting purposes beginning on January 1 of each calendar year and ending on December 31 of the same calendar year and when followed or preceded by the designation of a calendar year, means such period ending on December 31 of such designated calendar year.

"Fixed Assets" means the Equipment and Real Estate of the Borrowers.

"Fixed Asset Loss Proceeds" has the meaning specified in Section 7.6(b).

"Fixed Asset Reserve" has the meaning specified in Section 7.6(b).

"Foreign Subsidiaries" means, collectively, each Subsidiary of a Borrower that is organized under the laws of a jurisdiction outside the United States.

"Foreign Subsidiary Advances" means a loan, advance or other extension of credit by a Borrower to or for the benefit of any Foreign Subsidiary, including (i) the procuring of a Letter of Credit for the account of a Borrower to support or secure indebtedness of such Foreign Subsidiary or to otherwise benefit such Foreign Subsidiary (the original face amount of any such Letter of Credit being the amount of the Foreign Subsidiary Advance attributable thereto) and (ii) all amounts paid under any Guaranty from a Borrower with respect to indebtedness (including indebtedness owing to trade creditors) of such Foreign Subsidiary.

"Fronting Fee" has the meaning specified in Section 2.6.

"Full Payment" means with respect to any Obligation, the full, final and indefeasible payment of such Obligation in cash or immediately available funds and, in the case of any contingent Obligation (including any contingent Obligation that exists by virtue of an outstanding undrawn Letter of Credit), the Administrative Agent's receipt of either cash or a direct pay letter of credit naming the Administrative Agent as beneficiary and in form and substance, and from an issuing bank, acceptable to the Administrative Agent, in each case in an amount not less than 105% of the aggregate amount of all such contingent Obligations.

"Funding Date" means the date on which a Borrowing occurs.

"GAAP" means generally accepted accounting principles and practices set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the U.S. accounting profession), which are applicable to the circumstances as of the Closing Date.

"General Intangibles" means all of the Borrowers' now owned or hereafter acquired general intangibles, choses in action and causes of action and all other intangible personal property of the Borrowers of every kind and nature (other than Accounts), including all contract rights, payment intangibles, Proprietary Rights, corporate or other business records, inventions, designs, blueprints, plans, specifications, patents, patent applications, trademarks, service marks, trade names, trade secrets, goodwill, copyrights, computer software, customer lists, registrations, licenses, franchises, tax refund claims, any funds which may become due to a Borrower in connection with the termination of any Plan or other employee benefit plan or any rights thereto and any other amounts payable to a Borrower from any Plan or other employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, property, casualty or any similar type of insurance and any proceeds thereof, proceeds of insurance covering the lives of key employees on which a Borrower is beneficiary, rights to receive dividends, distributions, cash, Instruments and other property in respect of or in exchange for pledged equity interests or Investment Property and any letter of credit, guarantee, claim, security interest or other security held by or granted to a Borrower.

"Goods" means all "goods" as defined in the UCC, now owned or hereafter

acquired by a Borrower, wherever located, including embedded software to the extent included in "goods" as defined in the UCC, manufactured homes, standing timber that is cut and removed for sale and unborn young of animals.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any central bank (or similar monetary or regulatory authority) thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Guaranty" means, with respect to any Person, all obligations of such Person which in any manner directly or indirectly guarantee or assure, or in effect guarantee or assure, the payment or performance of any indebtedness, dividend or other obligations of any other Person (the "guaranteed obligations"), or assure or in effect assure the holder of the guaranteed obligations against loss in respect thereof, including any such obligations incurred through an agreement, contingent or otherwise: (a) to purchase the guaranteed obligations or any property constituting security therefor; (b) to advance or supply funds for the purchase or payment of the guaranteed obligations or to maintain a working capital or other balance sheet condition; or (c) to lease property or to purchase any debt or equity securities or other property or services.

"Hedge Agreement" means any and all transactions, agreements or documents now existing or hereafter entered into, which provides for an interest rate, credit, commodity or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging the Borrowers' exposure to fluctuations in interest or exchange rates, loan, credit exchange, security or currency valuations or commodity prices.

"Initial Lenders" means, collectively, Bank of America and Wachovia Bank, National Association, and "Initial Lender" means either of them.

"Instruments" means all instruments as such term is defined in the UCC, now owned or hereafter acquired by a Borrower.

"Interest and Fee Letter" means the letter agreement dated June 2, 2003, among the Borrowers, the Administrative Agent, the Initial Lenders and the Book Managers with respect to the payment of certain fees by the Borrowers in connection with the structuring, syndication and administration of the DIP Facility and adjustments to the amount of such fees and the Applicable Margins in certain circumstances.

"Interest Period" means, as to any LIBOR Revolving Loan, the period commencing on the Funding Date of such Loan or on the Continuation/Conversion Date on which the Loan is converted into or continued as a LIBOR Revolving Loan, and ending on the date one, two, three or six months thereafter as selected by the Borrowers in their Notice of Borrowing, in the form attached hereto as Exhibit D, or Notice of Continuation/Conversion, in the form attached hereto as Exhibit E, provided that:

(a) if any Interest Period would otherwise end on a day that is not a Business

Day, that Interest Period shall be extended to the following Business Day unless the result of such extension would be to carry such Interest Period into another calendar month, in which event such Interest Period shall end on the preceding Business Day;

(b) any Interest Period pertaining to a LIBOR Revolving Loan that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the calendar month at the end of such Interest Period; and

(c) no Interest Period shall extend beyond the last day of the DIP Term.

"Interest Rate" means each or any of the interest rates, including the Default Rate, set forth in Section 2.1.

"Interim Financing Order" means an order that is entered by the Court pursuant to Section 364(c) and (d) of the Bankruptcy Code and Bankruptcy Rule 4001(c), which authorizes Borrowers to incur, during the Interim Period, post-petition secured Debt under the DIP Facility in accordance with the DIP Financing Documents, confers status as a Superpriority Claim upon all of the Obligations, and is otherwise in form and substance satisfactory in all respects to the Administrative Agent and the Lenders.

"Interim Period" means the period commencing upon entry of the Interim Financing Order and ending on the sooner to occur of (i) forty-five (45) days after entry of the Interim Financing Order (unless extended by the Administrative Agent and the Majority Lenders in their sole discretion) and (ii) the date of entry of the Final Financing Order.

"Interim Pre-Petition Lender Protection Order" means an order of the Court that provides adequate protection to the Liens securing Claims of the Pre-Petition Lenders and, among other things, provides for a sharing of certain proceeds of Collateral consisting of Fixed Assets (as defined therein), and is in form, scope and substance acceptable in all respects to the Administrative Agent and the Initial Lenders.

"Inventory" means all of the Borrower's now owned and hereafter acquired inventory, goods and merchandise, wherever located, to be furnished under any contract of service or held for sale or lease, all returned goods, raw materials, work-in-process, finished goods (including embedded software), other materials and supplies of any kind, nature or description which are used or consumed in the Borrowers' business or used in connection with the packing, shipping, advertising, selling or finishing of such goods, merchandise, and all documents of title or other Documents representing them.

"Inventory Formula Amount" means, on any date of determination, (a) prior to the Administrative Agent's receipt of an acceptable appraisal of the net orderly liquidation value of the Borrowers' Inventory, an amount equal to the lesser of (i) the Maximum Inventory Loan Amount and (ii) the greater of (A) $120,000,000 and (B) fifty percent (50%) of the Value of Eligible Inventory; and (b) after the Administrative Agent's receipt of an acceptable appraisal of the net orderly liquidation value of the Borrowers' Inventory, an amount equal to the lesser of (i) the Maximum Inventory Loan Amount and (ii) the lesser of (A) sixty-five percent (65%) of the Value of Eligible Inventory and (B) the Inventory NOLV Factor in effect on such date multiplied

by the Value of Eligible Inventory.

"Inventory NOLV Factor" means, at any time, a fraction, the numerator of which is equal to eighty-five percent (85%) of the orderly liquidation value, net of liquidation expenses, of the Borrowers' Eligible Inventory and the denominator of which is the Value of such Eligible Inventory, in each case as most recently determined and reported on by a qualified independent appraiser selected by Administrative Agent or, at Administrative Agent's election, by professional appraisers employed by Administrative Agent.

"Investment Property" means all of the Borrowers' right title and interest in and to any and all: (a) securities whether certificated or uncertificated; (b) securities entitlements; (c) securities accounts; (d) commodity contracts; or (e) commodity accounts.

"IRS" means the Internal Revenue Service and any Governmental Authority succeeding to any of its principal functions under the Code.

"KERP" means a key employee retention program proposed by a Borrower with respect to its officers and employees.

"Latest Projections" means: (a) on the Closing Date and thereafter until the Administrative Agent receives new projections pursuant to Section 5.2(e), the Budget; and (b) thereafter, the projections most recently received by the Administrative Agent pursuant to Section 5.2(f).

"Lender" and "Lenders" have the meanings specified in the introductory paragraph hereof and shall include the Administrative Agent to the extent of any Agent Advance outstanding and Bank of America to the extent of any Non-Ratable Loan outstanding; provided that no such Agent Advance or Non-Ratable Loan shall be taken into account in determining any Lender's Pro Rata Share.

"Letter of Credit" has the meaning specified in Section 1.3(a).

"Letter of Credit Fee" has the meaning specified in Section 2.6.

"Letter of Credit Issuer" means Bank of America, any affiliate of Bank of America or any other financial institution that is designated by the Administrative Agent as an authorized issuer of a Letter of Credit pursuant to this Agreement.

"Letter of Credit Issuer Amounts" has the meaning specified in Section 2.6.

"Letter of Credit Subfacility" means $75,000,000.

"LIBOR Interest Payment Date" means, with respect to a LIBOR Revolving Loan, the Commitment Termination Date, the last day of each Interest Period applicable to such Loan and, with respect to each Interest Period of greater than one month, on the first day of each month during such Interest Period.

"LIBOR Rate" means, for any Interest Period, with respect to LIBOR Revolving

Loans, the rate of interest per annum determined pursuant to the following formula:

$$\text{LIBOR Rate} = \frac{\text{Offshore Base Rate}}{1.00 - \text{Eurodollar Reserve Percentage}}$$

Where,

"Offshore Base Rate" means the rate per annum appearing on Telerate Page 3750 (or any successor page) as the London interbank offered rate for deposits in Dollars at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period. If for any reason such rate is not available, the Offshore Base Rate shall be, for any Interest Period, the rate per annum appearing on Reuters Screen LIBO Page as the London interbank offered rate for deposits in Dollars at approximately 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period; provided, however, if more than one rate is specified on Reuters Screen LIBO Page, the applicable rate shall be the arithmetic mean of all such rates. If for any reason none of the foregoing rates is available, the Offshore Base Rate shall be, for any Interest Period, the rate per annum determined by Administrative Agent as the rate of interest at which dollar deposits in the approximate amount of the LIBOR Revolving Loan comprising part of such Borrowing would be offered by Bank of America's London Branch to major banks in the offshore dollar market at their request at or about 11:00 a.m. (London time) two Business Days prior to the first day of such Interest Period for a term comparable to such Interest Period.

"Eurodollar Reserve Percentage" means, for any day during any Interest Period, the reserve percentage (expressed as a decimal, rounded upward to the next 1/100th of 1%) in effect on such day applicable to member banks under regulations issued from time to time by the Federal Reserve Board for determining the maximum reserve requirement (including any emergency, supplemental or other marginal reserve requirement) with respect to Eurocurrency funding (currently referred to as "Eurocurrency liabilities"). The Offshore Rate for each outstanding LIBOR Revolving Loan shall be adjusted automatically as of the effective date of any change in the Eurodollar Reserve Percentage.

"LIBOR Revolving Loan" means a Revolving Loan during any period in which it bears interest based on the LIBOR Rate.

"License Agreement" means an agreement between one or more Borrowers and another Person pursuant to which such other Person (the "licensor") licenses to a Borrower the right to use such licensor's Proprietary Rights in connection with such Borrower's manufacturing, marketing, sale or other distribution of Goods.

"Lien" means: (a) any interest in property securing an obligation owed to, or a claim by, a Person other than the owner of the property, whether such interest is based on the common law, statute, or contract, and including a security interest, charge, claim, or lien arising from a mortgage, deed of trust, encumbrance, pledge, hypothecation, assignment, deposit arrangement, agreement, security agreement, conditional sale or trust receipt or a lease,

consignment or bailment for security purposes; (b) to the extent not included under clause (a), any reservation, exception, encroachment, easement, right-of-way, covenant, condition, restriction, lease or other title exception or encumbrance affecting property; and (c) any contingent or other agreement to provide any of the foregoing.

"Loan Account" means the loan account of the Borrowers, which account shall be maintained by the Administrative Agent.

"Loans" means, collectively, all loans and advances provided for in Article 1.

"Majority Lenders" means, at any date of determination, Lenders whose Pro Rata Shares aggregate more than 50%.

"Margin Stock" means "margin stock" as such term is defined in Regulation T, U or X of the Federal Reserve Board.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the operations, business, properties, condition (financial or otherwise) or prospects of any Borrower, any other Obligor or the Collateral; (b) a material impairment of the ability of any Borrower, any Affiliate of a Borrower or any other Obligor to perform under any DIP Financing Document to which it is a party; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability against any Obligor of any DIP Financing Document to which it is a party; provided, however, that the commencement of the Chapter 11 Cases and the application to the Borrowers of the provisions of the Bankruptcy Code and the Rules of Bankruptcy Procedure shall not, in and of themselves, be deemed to have a Material Adverse Effect.

"Maximum Inventory Loan Amount" means, at any time, $200,000,000.

"Maximum Revolver Amount" means (i) at any time during the Interim Period, $175,000,000, or such greater amount, not to exceed $300,000,000, as the Administrative Agent and the Majority Lenders may permit, and (ii) at any time after the Interim Period, $300,000,000.

"Mortgages" means and includes any and all of the mortgages, deeds of trust, deeds to secure debt, assignments and other instruments to be executed and delivered by the Borrowers to or for the benefit of the Administrative Agent and by which the Administrative Agent, on behalf of the Lenders, acquires a Lien on the Real Estate or a collateral assignment of a Borrower's interest under leases of Real Estate, and all amendments, modifications and supplements thereto.

"Multi-employer Plan" means a "multi-employer plan" as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding six (6) years contributed to by the Borrower or any ERISA Affiliate.

"Net Amount of Eligible Accounts" means, at any time, the gross amount of Eligible Accounts less sales, excise or similar taxes, and less returns, discounts, claims, credits and allowances, accrued rebates, offsets, deductions, counterclaims, disputes and other defenses of any nature at any time issued, owing, granted, outstanding, available or claimed.

""Net Proceeds" means, with respect to any sale or other disposition of Fixed Assets (as defined in the Pre-Petition Lender Protection Orders), the net proceeds received in respect thereof, net of (i) brokerage or sales commissions payable in connection with such disposition and (ii) any amount necessary to pay or settle any Lien upon any assets that are being sold or otherwise disposed of to the extent that such Lien is legal, valid, perfected and unavoidable or is disputed and proceeds are required to be escrowed by the Court pending resolution of such dispute.

"Non-Ratable Loan" and "Non-Ratable Loans" have the meanings specified in Section 1.2(i).

"Notice of Borrowing" has the meaning specified in Section 1.2(b).

"Notice of Continuation/Conversion" has the meaning specified in Section 2.2(b).

"Obligations" means all present and future loans, advances, liabilities, obligations, covenants, duties, and debts owing by the Borrowers to the Administrative Agent and/or any Lender, arising under or pursuant to this Agreement or any of the other DIP Financing Documents, whether or not evidenced by any note, or other instrument or document, whether arising from an extension of credit, opening of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, as principal or guarantor, and including all principal, interest, charges, expenses, fees, attorneys' fees, filing fees and any other sums chargeable to the Borrowers hereunder or under any of the other DIP Financing Documents. "Obligations" includes, without limitation, (a) all debts, liabilities, and obligations now or hereafter arising from or in connection with the Letters of Credit, (b) all Loans, and (c) all debts, liabilities and obligations now or hereafter arising from or in connection with Bank Products.

"Obligor" means each Borrower, each Subsidiary Guarantor and each other Person that is at any time liable for the payment of the whole or any part of the Obligations or that has granted in favor of the Administrative Agent, for the benefit of the Lenders, a Lien upon any of any of such Person's assets to secure payment of any of the Obligations.

"Ordinary Course of Business" means, with respect to any Person, the ordinary course of such Person's business, as conducted by such Person in accordance with past practices and undertaken by such Person in good faith and not for the purpose of evading any covenant or restriction in any DIP Financing Document or Pre-Petition Loan Document.

"Other Taxes" means any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other DIP Financing Documents.

"Overadvance Condition" means and shall be deemed to exist at any time (a) the sum of (i) the aggregate outstanding principal amount of Revolving Loans, (ii) one hundred percent (100%) of the aggregate undrawn face amount of all outstanding Letters of Credit, and (iii) the aggregate amount of all unpaid reimbursement obligations in respect of Letters of Credit exceeds (b) the lesser of (i) the Maximum Revolver Amount and (ii) the Borrowing Base.

"Participant" means any Person who shall have been granted the right by any Lender to participate in the financing provided by such Lender under this Agreement, and who shall have entered into a participation agreement in form and substance satisfactory to such Lender.

"Patent and Trademark Agreements" means, collectively, the Patent Security Agreements and Trademark Security Agreements to be executed and delivered by the Borrowers to the Administrative Agent to evidence and perfect the Administrative Agent's security interest in the Borrowers' present and future patents, trademarks, and related licenses and rights, for the benefit of the Administrative Agent and the Lenders.

"Paying Borrower" has the meaning specified in Section 3.9(d).

"Payment Account" means each bank account established pursuant to the Security Agreement, to which the proceeds of Accounts and other Collateral are deposited or credited, and which is maintained in the name of the Administrative Agent or in the name of a Borrower, as the Administrative Agent may determine, on terms acceptable to the Administrative Agent.

"PBGC" means the Pension Benefit Guaranty Corporation or any Governmental Authority succeeding to the functions thereof.

"Pending Revolving Loans" means, at any time, the aggregate principal amount of all Revolving Loans requested in any Notice of Borrowing received by the Administrative Agent which have not yet been advanced.

"Pension Plan" means a pension plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA which a Borrower sponsors, maintains, or to which it makes, is making, or is obligated to make contributions, or in the case of a Multi-employer Plan has made contributions at any time during the immediately preceding five (5) plan years.

"Permitted Liens" means:

(a) Liens for taxes (i) in existence on the Petition Date, provided that the aggregate amount of such taxes (other than sales, license and property taxes) does not exceed in aggregate $100,000, and Liens for property taxes were not past due or payable on the Petition Date or (ii) incurred in the Ordinary Course of Business of a Borrower after the Petition Date not past due or payable or payment of which is being contested in good faith and by appropriate proceedings diligently pursued and as to which adequate financial reserves have been established on Borrowers' books and records and a stay of enforcement of any such Lien is in effect, but only to the extent, in the case of clause (ii), such taxes do not create a Lien superior to the Administrative Agent's Liens with respect to the Collateral;

(b) the Administrative Agent's Liens;

(c) Liens consisting of deposits made in the Ordinary Course of Business in connection with, or to secure payment of, obligations under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of Debt) or to secure indemnity,

performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of Debt) or to secure statutory obligations (other than liens arising under ERISA or Environmental Liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds;

(d) Liens securing the pre-Petition Date and post-Petition Date claims or demands of materialmen, mechanics, carriers, warehousemen, landlords and other like Persons, provided, in the case of Liens securing such post-Petition Date claims, that if any such Lien arises from the nonpayment of such claims or demand when due, such claims or demands do not exceed $100,000 in the aggregate;

(e) Liens constituting encumbrances in the nature of reservations, exceptions, encroachments, easements, rights of way, covenants running with the land, and other similar title exceptions or encumbrances affecting any Real Estate; provided that they do not in the aggregate materially detract from the value of the Real Estate or materially interfere with its use in the ordinary conduct of any Borrower's business;

(f) Liens arising after the Petition Date from judgments and attachments in connection with court proceedings, provided that the attachment or enforcement of such Liens would not result in an Event of Default hereunder, such Liens are at all times junior to the Liens in favor of Administrative Agent, and such Liens are being contested in good faith by appropriate proceedings, adequate reserves have been set aside and no material Property is subject to a material risk of loss or forfeiture and the claims in respect of such Liens are fully covered by insurance (subject to ordinary and customary deductibles) and a stay of execution pending appeal or proceeding for review is in effect;

(g) Liens in existence on the Petition Date in favor of the Pre-Petition Lenders and Liens granted in favor of the Pre-Petition Lenders as adequate protection pursuant to the Pre-Petition Lender Protection Orders;

(h) Purchase Money Liens and Liens in existence on the Petition Date with respect to Equipment securing indebtedness under Capital Leases;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of Goods and other Liens incurred in the Ordinary Course of Business of the Borrowers in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, to secure partial, progress, advance or other payments pursuant to any contract, to the extent such duties and payments are paid when due and payable by the Borrowers;

(j) Liens incurred in the Ordinary Course of Business of the Borrowers to secure performance under cotton futures contracts in connection with transactions or positions in a contract for future delivery of cotton, provided that reserves in accordance with GAAP have been provided on the books of the Person who incurred such Liens; and

(k) Liens in favor of WPSRC with respect to Purchased Receivables and related assets purchased by WPSRC from WPS prior to the Petition Date.

In no event shall any Lien in favor of WPSRC or any of its assignees, including Wachovia Bank, National Association or Congress, with respect to any Accounts arising after the Petition Date, be deemed to be a Permitted Lien.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, Governmental Authority, or any other entity.

"Petition Date" means June 1, 2003.

"Plan" means an employee benefit plan (as defined in Section 3(3) of ERISA) which a Borrower sponsors or maintains or to which a Borrower makes, is making, or is obligated to make contributions and includes any Pension Plan.

"Plant Shutdown Costs" means the following non-recurring charges, more specifically described in the 2002 Restructuring Plan, in an aggregate amount not to exceed $36,500,000 ($23,360,000 after tax), that are incurred, accrued or reserved by the Borrowers or their consolidated Subsidiaries during Fiscal Years 2002 through 2004 in connection with the closing and consolidation of certain facilities: (i) direct inventory write-offs and/or related increases in inventory reserves; (ii) write-offs of fixed assets and non-capitalized relocation charges; (iii) write-offs of intangibles related to impaired assets; and (iv) without duplication, relocation, severance, unabsorbed overhead and other related costs.

"Pledge Agreements" means, collectively, each pledge agreement to be executed and delivered by a Borrower, pursuant to which such Borrower shall pledge to the Administrative Agent, as security for the Obligations, all of the issued and outstanding capital stock and other securities held by it of its Subsidiaries.

"Pre-Petition Agents" means, collectively, the First Priority Pre-Petition Agent and the Second Priority Pre-Petition Agent.

"Pre-Petition Debt" means all Debts and other obligations of Borrowers or any other Obligor to the Pre-Petition Agents or any Pre-Petition Lender on the Petition Date and that arise under any of the Pre-Petition Loan Documents, whether direct or indirect, absolute or contingent or due or to become due, including all interest thereon accruing after the Petition Date and all legal fees and collection expenses heretofore or hereafter incurred in collecting any of such indebtedness.

"Pre-Petition Lender Protection Orders" means, collectively, the Interim Pre-Petition Lender Protection Order and the Final Pre-Petition Lender Protection Order.

"Pre-Petition Lenders" means, collectively, the First Priority Pre-Petition Lenders and the Second Priority Pre-Petition Lenders.

"Pre-Petition Loan Documents" means the First Priority Pre-Petition Loan Agreement, the Second Priority Pre-Petition Loan Agreement and all instruments, agreements, pledges, assignments and other documents executed in connection therewith and with reference thereto or to evidence or secure payment in whole or in part of the Pre-Petition Debt.

"Professional Expenses" means the fees and reimbursable expenses of a Professional Person.

"Professional Person" means a Person who is an attorney, accountant, appraiser, auctioneer or other professional person and who is retained, with Court approval, by (i) Borrowers pursuant to Section 327 or 328 of the Bankruptcy Code or (ii) a Committee pursuant to Section 1103(a) of the Code.

"Proprietary Rights" means all of a Person's now owned and hereafter arising or acquired: licenses, franchises, permits, patents, patent rights, copyrights, works which are the subject matter of copyrights, trademarks, service marks, trade names, trade styles, patent, trademark and service mark applications, and all licenses and rights related to any of the foregoing, including, in the case of Borrowers, those patents, trademarks, service marks, trade names and copyrights set forth on Schedule 6.12 hereto, and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, and all rights to sue for past, present and future infringement of any of the foregoing.

"Pro Rata Share" means, with respect to a Lender, a fraction (expressed as a percentage), the numerator of which is the amount of such Lender's Commitment and the denominator of which is the sum of the amounts of all of the Lenders' Commitments, or if no Commitments are outstanding, a fraction (expressed as a percentage), the numerator of which is the amount of Obligations owed to such Lender and the denominator of which is the aggregate amount of the Obligations owed to the Lenders, in each case giving effect to a Lender's participation in Non-Ratable Loans and Agent Advances.

"Purchased Receivables" means Accounts purchased by WPSRC from WPS pursuant to the Receivables Purchase Agreement.

"Purchase Money Debt" means and includes (i) Debt (other than the Obligations) for the payment of all or any part of the purchase price of any Equipment, (ii) any Debt (other than the Obligations) incurred at the time of or within 10 days prior to or after the acquisition of any Equipment for the purpose of financing all or any part of the purchase price thereof, and (iii) any renewals, extensions or refinancings thereof, but not any increases in the principal amounts thereof outstanding at the time.

"Purchase Money Lien" means a Lien upon Equipment which secures Debt incurred by a Borrower to acquire such Equipment, but only if such Lien shall at all times be confined solely to the Equipment acquired through the incurrence of the Debt secured by such Lien.

"Real Estate" means all of the Borrowers' now or hereafter owned or leased estates in real property, including all fees, leaseholds and future interests, together with all of the Borrowers' now or hereafter owned or leased interests in the improvements thereon, the fixtures attached thereto and the easements appurtenant thereto.

"Receivables Purchase Agreement" means the Second Amended and Restated Receivables Purchase Agreement dated as of March 28, 2003, between WPS and WPSRC.

"Reclamation Claim" means a Claim against a Borrower under Section 546(c)(2)(A) of the Bankruptcy Code.

"Reduction Event Reserve" means, on any date, an amount equal to the aggregate of (i) the total of the Net Proceeds received by the Administrative Agent from the sale or other disposition of Fixed Assets (as defined in the Pre-Petition Lender Protection Orders) and applied to the Obligations on or before such date and (ii) the amount of Excess Casualty/Condemnation Proceeds added to the Reduction Event Reserve pursuant to Section 7.6(b).

"Release" means a release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration of a Contaminant into the indoor or outdoor environment or into or out of any Real Estate or other property, including the movement of Contaminants through or in the air, soil, surface water, groundwater or Real Estate or other property.

"Renewal Notice" has the meaning specified in Section 3.2(b).

"Renewal Period" has the meaning specified in Section 3.2(b).

"Reorganization Plan" means a plan of reorganization proposed by Borrowers or any other Person (including Administrative Agent or any Lender) in the Chapter 11 Cases.

"Reportable Event" means, any of the events set forth in Section 4043(b) of ERISA or the regulations thereunder, other than (i) any such event for which the 30-day notice requirement under ERISA has been waived in regulations issued by the PBGC and (ii) the commencement of the Chapter 11 Cases.

"Requirement of Law" means, as to any Person, any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or of a Governmental Authority, in each case applicable to or binding upon the Person or any of its property or to which the Person or any of its property is subject.

"Responsible Officer" means the chief executive officer or the president of a Borrower, or any other officer having substantially the same authority and responsibility; or, with respect to compliance with financial covenants and the preparation of the Borrowing Base Certificate, the chief financial officer, controller or the treasurer of a Borrower, or any other officer having substantially the same authority and responsibility.

"Restricted Investment" means, as to a Borrower, any acquisition of property by such Borrower in exchange for cash or other property, whether in the form of an acquisition of stock, debt, or other indebtedness or obligation, or the purchase or acquisition of any other property, or a loan, advance, capital contribution, or subscription, except the following: (a) acquisitions of Equipment to be used in the business of such Borrower so long as the acquisition costs thereof constitute Capital Expenditures permitted hereunder; (b) acquisitions of Inventory in the Ordinary Course of Business of such Borrower; (c) acquisitions of current assets acquired in the Ordinary Course of Business of such Borrower; (d) direct obligations of the United States of America, or any agency thereof, or obligations guaranteed by the United States of America, provided that such obligations mature within one year from the date of acquisition thereof; (e)

acquisitions of certificates of deposit maturing within one year from the date of acquisition, bankers' acceptances, Eurodollar bank deposits, or overnight bank deposits, in each case issued by, created by, or with a bank or trust company organized under the laws of the United States of America or any state thereof having capital and surplus aggregating at least $100,000,000; (f) acquisitions of commercial paper given a rating of "A2" or better by Standard & Poor's Corporation or "P2" or better by Moody's Investors Service, Inc. and maturing not more than 90 days from the date of creation thereof; and (g) Hedge Agreements.

"Revolving Loans" has the meaning specified in Section 1.2 and includes each Agent Advance and Non-Ratable Loan.

"Royalties" means royalties that are payable by Borrowers in respect of Proprietary Rights licensed to them in connection with the manufacture, sale or distribution by one or more Borrowers of any Inventory or other Goods.

"Royalty Reserve" means, on any date, an amount equal to the sum of (i) all Royalties that are past due and payable by each Borrower on such date, and (ii) if Availability on such date is less than $75,000,000, a sum equal to the amount, if any, by which all accrued Royalties on such date (whether or not then due and payable, but excluding any accruals for guaranteed or minimum Royalties that are calculated without regard to actual sales of Inventory) exceeds $5,000,000 (such excess, if any, referred to as the "Accrued Royalty Reserve"); provided, that if, after any imposition of the Accrued Royalty Reserve, Availability on any date, calculated without giving effect to such Accrued Royalty Reserve, is at least $75,000,000 (each such date, a "Royalty Reserve Cure Date"), then the Accrued Royalty Reserve shall not thereafter be included in the calculation of the Royalty Reserve unless and until Availability is again less than $75,000,000, in which event the Accrued Royalty Reserve shall be included in the calculation of the Royalty Reserve until the next Royalty Reserve Cure Date.

Second Priority Pre-Petition Agent" means Wilmington Trust Company, in its capacity as administrative agent under the Second Priority Pre-Petition Loan Documents, together with its successors in such capacity.

"Second Priority Pre-Petition Lenders" means those Persons who are party as lenders to the Second Priority Pre-Petition Loan Agreement.

"Second Priority Pre-Petition Loan Agreement" means that certain Credit Agreement, dated as of June 29, 2001, among WPS, as Borrower, the Second Priority Pre-Petition Lenders and the Second Priority Pre-Petition Agent, as amended and in effect on the Petition Date.

"Second Priority Pre-Petition Loan Documents" means the Second Priority Pre-Petition Loan Agreement, and all instruments, agreements, pledges, assignments and other documents executed in connection therewith and with reference thereto or to evidence or secure payment in whole or in part of the Second Priority Pre-Petition Debt.

"Security Agreement" means the Security Agreement of even date herewith among Borrowers and Administrative Agent for the benefit of Administrative Agent and the Lenders.

"Security Documents" means any and all other instruments and agreements now or at any time hereafter securing the whole or any part of the Obligations, including the Security Agreement, the Mortgages, the Patent and Trademark Agreements, each Subsidiary Guaranty and each Subsidiary Security Agreement, the Pledge Agreements and each other assignment, instrument or other document as may be requested by the Administrative Agent in order to evidence of record, or to validate under applicable non-bankruptcy law the perfection of, the Liens granted by the Borrowers in favor of the Administrative Agent pursuant to the DIP Financing Documents.

"Settlement" and "Settlement Date" have the meanings specified in Section 12.15(a)(ii).

"Software" means all "software" as such term is defined in the UCC, now owned or hereafter acquired by the Borrower, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Subsidiary" of a Person means any corporation, association, partnership, limited liability company, joint venture or other business entity of which more than fifty percent (50%) of the Voting Stock or other equity interests (in the case of Persons other than corporations), is owned or controlled directly or indirectly by the Person, or one or more of the Subsidiaries of the Person, or a combination thereof. Unless the context otherwise clearly requires, references herein to a "Subsidiary" refer to a Subsidiary of a Borrower.

"Subsidiary Guarantor" means each Subsidiary that becomes a Subsidiary Guarantor pursuant to Section 7.35.

"Subsidiary Guaranty" means a guaranty agreement to be executed by a Subsidiary Guarantor in favor of the Administrative Agent, for the benefit of the Lenders, by which such Subsidiary Guarantor shall guarantee payment and performance of the Obligations, which guaranty agreement shall be in form and substance satisfactory to the Administrative Agent.

"Subsidiary Security Agreement" means a security agreement, pledge agreement, mortgage, hypothecation, general charge or other document creating or perfecting a Lien to be executed by a Subsidiary Guarantor in favor of the Administrative Agent by which such Subsidiary Guarantor shall grant to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a Lien upon any or all of such Subsidiary Guarantor's assets (as may be designated by the Administrative Agent), whenever acquired and wherever located, as security for the payment of the Obligations, which security agreement shall be in form and substance satisfactory to the Administrative Agent.

"Supermajority Lenders" means at any time Lenders whose Pro Rata Shares aggregate more than 66-2/3%.

"Superpriority Claim" means a claim against one or more Borrowers in the Chapter 11 Cases that is an administrative expense claim having priority over any and all

administrative expenses of the kind specified in Sections 503(b) or 1507(b) of the Bankruptcy Code, including a claim pursuant to Section 364(c)(1) of the Bankruptcy Code.

"Syndication Agent" has the meaning specified in the Recitals to this Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto, excluding, in the case of each Lender and the Administrative Agent, such taxes (including income taxes or franchise taxes) as are imposed on or measured by the Administrative Agent's or each Lender's net income in any the jurisdiction (whether federal, state or local and including any political subdivision thereof) under the laws of which such Lender or the Administrative Agent, as the case may be, is organized or maintains a lending office.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the issue of perfection of security interests; provided, that to the extent that the UCC is used to define any term herein or in any other documents and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern.

"Unfunded Pension Liability" means the excess of a Plan's benefit liabilities under Section 4001(a)(16) of ERISA, over the current value of that Plan's assets, determined in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code for the applicable plan year.

"Unused Letter of Credit Subfacility" means, on any date, an amount equal to $75,000,000 minus the sum of (a) the aggregate undrawn amount of all Letters of Credit outstanding on such date plus, without duplication, (b) the aggregate unpaid reimbursement obligations on such date with respect to all Letters of Credit.

"Unused Line Fee" has the meaning specified in Section 2.5.

"Value", when used with reference to the value of Eligible Inventory, means value determined on the basis of the lower of cost or market of such Eligible Inventory, with the cost thereof calculated on a first-in, first-out basis, determined in accordance with GAAP.

"Voting Stock" means, with respect to any Person, capital stock or other securities issued by such Person the holders of which are ordinarily, in the absence of contingencies, entitled to vote for the election of directors (or individuals performing similar functions) of such Person, even though the right so to vote has been suspended by the happening of such a contingency.

"WPS" has the meaning specified in the Recitals to this Agreement.

"WPSRC" means WPS Receivables Corporation, a Delaware corporation.

Accounting Terms. Any accounting term used in this Agreement shall have, unless otherwise specifically provided herein, the meaning customarily given in accordance with

GAAP, and all financial computations in this Agreement shall be computed, unless otherwise specifically provided therein, in accordance with GAAP as consistently applied and using the same method for inventory valuation as used in the preparation of the Financial Statements.

Interpretive Provisions. (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "hereof," "herein," "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and Subsection, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) (i) The term "documents" includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced.

(ii) The term "including" is not limiting and means "including without limitation."

(iii) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding" and the word "through" means "to and including."

(iv) The word "or" is not exclusive.

(d) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of any DIP Financing Document, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

(e) The captions and headings of this Agreement and other DIP Financing Documents are for convenience of reference only and shall not affect the interpretation of this Agreement.

(f) This Agreement and other DIP Financing Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall each be performed in accordance with their terms.

(g) For purposes of Section 9.1, a breach of a financial covenant contained in Sections 7.22-7.23 shall be deemed to have occurred as of any date of determination thereof by the Administrative Agent or as of the last day of any specified measuring period, regardless of when the Financial Statements reflecting such breach are delivered to the Administrative Agent.

(h) This Agreement and the other DIP Financing Documents are the result of negotiations among and have been reviewed by counsel to the Administrative Agent, the Borrower and the other parties, and are the products of all parties. Accordingly, they shall not be

construed against the Lenders or the Administrative Agent merely because of the Administrative Agent's or Lenders' involvement in their preparation.

ANNEX B
to
Credit Agreement

Designated Account Debtors

Wal-Mart	35%
Target	35%

EXHIBIT A

RESERVED

EXHIBIT B

FORM OF BORROWING BASE CERTIFICATE

PLEASE SEE ATTACHED

EXHIBIT C

FINANCIAL STATEMENTS

PLEASE SEE ATTACHED

EXHIBIT D

NOTICE OF BORROWING

Date: _____, 200_

To: Bank of America, N.A. as Administrative Agent for the Lenders who are parties to the Credit Agreement dated as of June 2, 2003 (as extended, renewed, amended or restated from time to time, the "Credit Agreement") among the Borrowers which are signatories thereto, the Lenders which are signatories thereto and Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

The undersigned, _____ refers to the Credit Agreement, the terms defined therein being used herein as therein defined, and hereby gives you notice irrevocably of the Borrowing specified below:

1. The Business Day of the proposed Borrowing is _____, 200_.

2. The aggregate amount of the proposed Borrowing is $_____.

3. The Borrowing is to be comprised of $_____ of Base Rate and $_____ of LIBOR Revolving Loans.

4. The duration of the Interest Period for the LIBOR Revolving Loans, if any, included in the Borrowing shall be _____ months.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the date of the proposed Borrowing, before and after giving effect thereto and to the application of the proceeds therefrom:

(a) The representations and warranties of the Borrowers contained in the Credit Agreement are true and correct as though made on and as of such date;

(b) No Default or Event of Default has occurred and is continuing, or would result from such proposed Borrowing; and

(c) The proposed Borrowing will not cause the aggregate principal amount of all outstanding Revolving Loans plus the aggregate amount available for drawing under all outstanding Letters of Credit, to exceed the Borrowing Base or the combined Commitments of the Lenders.

[NAME OF BORROWER]

By: _____

Title: _____

EXHIBIT E

NOTICE OF CONTINUATION/CONVERSION

Date: _____, 200_

To: Bank of America, N.A. as Administrative Agent for the Lenders who are parties to the Credit Agreement dated as of June 2, 2003 (as extended, renewed, amended or restated from time to time, the "Credit Agreement") among the Borrowers which are signatories thereto, the Lenders which are signatories thereto and Bank of America, N.A., as Administrative Agent

Ladies and Gentlemen:

The undersigned, _____ refers to the Credit Agreement, the terms defined therein being used herein as therein defined, and hereby gives you notice irrevocably of the [conversion] [continuation] of the Loans specified herein, that:

1. The Continuation/Conversion Date is _____, 200_.

2. The aggregate amount of the Loans to be [converted] [continued] is $.

3. The Loans are to be [converted into] [continued as] [LIBOR Rate] [Base Rate] Loans.

4. The duration of the Interest Period for the LIBOR Revolving Loans included in the [conversion] [continuation] shall be months.

The undersigned hereby certifies that the following statements are true on the date hereof, and will be true on the proposed Continuation/Conversion Date, before and after giving effect thereto and to the application of the proceeds therefrom:

(a) The representations and warranties of the Borrower contained in the Credit Agreement are true and correct as though made on and as of such date;

(b) Default or Event of Default has occurred and is continuing, or would result from such proposed [conversion] [continuation]; and

(c) The proposed conversion-continuation will not cause the aggregate principal amount of all outstanding Revolving Loans [plus the aggregate amount available for drawing under all outstanding Letters of Credit] to exceed the Borrowing Base or the combined Commitments of the Lenders.

[NAME OF BORROWER]

By: _____

Title: _____

EXHIBIT F

[FORM OF] ASSIGNMENT AND ACCEPTANCE AGREEMENT

This ASSIGNMENT AND ACCEPTANCE AGREEMENT (this "Assignment and Acceptance") dated as of _____, 200_ is made between _____ (the "Assignor") and _____ (the "Assignee").

RECITALS

WHEREAS, the Assignor is party to that certain Credit Agreement dated as of June 2, 2003 (as amended, amended and restated, modified, supplemented or renewed, the "Credit Agreement") among _____ (the "Borrowers"), the several financial institutions from time to time party thereto (including the Assignor, the "Lenders"), and Bank of America, N. A., as agent for the Lenders (the "Administrative Agent"). Any terms defined in the Credit Agreement and not defined in this Assignment and Acceptance are used herein as defined in the Credit Agreement;

WHEREAS, as provided under the Credit Agreement, the Assignor has committed to making Loans (the "Committed Loans") to the Borrowers in an aggregate amount not to exceed $_____ (the "Commitment");

WHEREAS, the Assignor has made Committed Loans in the aggregate principal amount of $_____ to the Borrowers;

WHEREAS, [the Assignor has acquired a participation in its pro rata share of the Lenders' liabilities under Letters of Credit in an aggregate principal amount of $_____ (the "L/C Obligations")] [no Letters of Credit are outstanding under the Credit Agreement]; and

WHEREAS, the Assignor wishes to assign to the Assignee [part of the] [all] rights and obligations of the Assignor under the Credit Agreement in respect of its Commitment, together with a corresponding portion of each of its outstanding Committed Loans and L/C Obligations, in an amount equal to $_____ (the "Assigned Amount") on the terms and subject to the conditions set forth herein and the Assignee wishes to accept assignment of such rights and to assume such obligations from the Assignor on such terms and subject to such conditions;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

1. Assignment and Acceptance.

(a) Subject to the terms and conditions of this Assignment and Acceptance, (i) the Assignor hereby sells, transfers and assigns to the Assignee, and (ii) the Assignee hereby purchases, assumes and undertakes from the Assignor, without recourse and without representation or warranty (except as provided in this Assignment and Acceptance) __% (the "Assignee's Percentage Share") of (A) the Commitment, the Committed Loans and the L/C

Obligations of the Assignor and (B) all related rights, benefits, obligations, liabilities and indemnities of the Assignor under and in connection with the Credit Agreement and the DIP Financing Documents.

(b) With effect on and after the Effective Date (as defined in Section 5 hereof), the Assignee shall be a party to the Credit Agreement and succeed to all of the rights and be obligated to perform all of the obligations of a Lender under the Credit Agreement, including the requirements concerning confidentiality and the payment of indemnification, with a Commitment in an amount equal to the Assigned Amount. The Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender. It is the intent of the parties hereto that the Commitment of the Assignor shall, as of the Effective Date, be reduced by an amount equal to the Assigned Amount and the Assignor shall relinquish its rights and be released from its obligations under the Credit Agreement to the extent such obligations have been assumed by the Assignee; provided, however, the Assignor shall not relinquish its rights under Sections ___ and __ of the Credit Agreement to the extent such rights relate to the time prior to the Effective Date.

(c) After giving effect to the assignment and assumption set forth herein, on the Effective Date the Assignee's Commitment will be $_____.

(d) After giving effect to the assignment and assumption set forth herein, on the Effective Date the Assignor's Commitment will be $_____.

2. Payments.

(a) As consideration for the sale, assignment and transfer contemplated in Section 1 hereof, the Assignee shall pay to the Assignor on the Effective Date in immediately available funds an amount equal to $_____, representing the Assignee's Pro Rata Share of the principal amount of all Committed Loans.

(b) The Assignee further agrees to pay to the Administrative Agent a processing fee in the amount specified in Section 11.2(a) of the Credit Agreement.

3. Reallocation of Payments.

Any interest, fees and other payments accrued to the Effective Date with respect to the Commitment, and Committed Loans and L/C Obligations shall be for the account of the Assignor. Any interest, fees and other payments accrued on and after the Effective Date with respect to the Assigned Amount shall be for the account of the Assignee. Each of the Assignor and the Assignee agrees that it will hold in trust for the other party any interest, fees and other amounts which it may receive to which the other party is entitled pursuant to the preceding sentence and pay to the other party any such amounts which it may receive promptly upon receipt.

4. Independent Credit Decision.

The Assignee (a) acknowledges that it has received a copy of the Credit

Agreement and the Schedules and Exhibits thereto, together with copies of the most recent financial statements of the Borrowers, and such other documents and information as it has deemed appropriate to make its own credit and legal analysis and decision to enter into this Assignment and Acceptance; and (b) agrees that it will, independently and without reliance upon the Assignor, the Administrative Agent or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit and legal decisions in taking or not taking action under the Credit Agreement.

5. Effective Date; Notices.

(a) As between the Assignor and the Assignee, the effective date for this Assignment and Acceptance shall be _____, 200_ (the "Effective Date"); provided that the following conditions precedent have been satisfied on or before the Effective Date:

(i) this Assignment and Acceptance shall be executed and delivered by the Assignor and the Assignee;

[(ii) the consent of the Administrative Agent required for an effective assignment of the Assigned Amount by the Assignor to the Assignee shall have been duly obtained and shall be in full force and effect as of the Effective Date;]

(iii) the Assignee shall pay to the Assignor all amounts due to the Assignor under this Assignment and Acceptance;

[(iv) the Assignee shall have complied with Section 11.2 of the Credit Agreement (if applicable);]

(v) the processing fee referred to in Section 2(b) hereof and in Section 11.2(a) of the Credit Agreement shall have been paid to the Administrative Agent; and

(b) Promptly following the execution of this Assignment and Acceptance, the Assignor shall deliver to the Borrowers and the Administrative Agent for acknowledgment by the Administrative Agent, a Notice of Assignment in the form attached hereto as Schedule 1.

6. [Administrative Agent. [INCLUDE ONLY IF ASSIGNOR IS AGENT]

(a) The Assignee hereby appoints and authorizes the Assignor to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to the Administrative Agent by the Lenders pursuant to the terms of the Credit Agreement.

(b) The Assignee shall assume no duties or obligations held by the Assignor in its capacity as Administrative Agent under the Credit Agreement.]

7. Withholding Tax.

The Assignee (a) represents and warrants to the Lender, the Administrative Agent and the Borrowers that under applicable law and treaties no tax will be required to be withheld

by the Lender with respect to any payments to be made to the Assignee hereunder, (b) agrees to furnish (if it is organized under the laws of any jurisdiction other than the United States or any State thereof) to the Administrative Agent and the Borrowers prior to the time that the Administrative Agent or Borrowers are required to make any payment of principal, interest or fees hereunder, duplicate executed originals of either U.S. Internal Revenue Service Form W-8ECI or U.S. Internal Revenue Service Form W-8BEN (wherein the Assignee claims entitlement to the benefits of a tax treaty that provides for a complete exemption from U.S. federal income withholding tax on all payments hereunder) and agrees to provide new Forms W-8ECI or W-8BEN upon the expiration of any previously delivered form or comparable statements in accordance with applicable U.S. law and regulations and amendments thereto, duly executed and completed by the Assignee, and (c) agrees to comply with all applicable U.S. laws and regulations with regard to such withholding tax exemption.

8. Representations and Warranties.

(a) The Assignor represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien or other adverse claim; (ii) it is duly organized and existing and it has the full power and authority to take, and has taken, all action necessary to execute and deliver this Assignment and Acceptance and any other documents required or permitted to be executed or delivered by it in connection with this Assignment and Acceptance and to fulfill its obligations hereunder; (iii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution, delivery and performance of this Assignment and Acceptance, and apart from any agreements or undertakings or filings required by the Credit Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; and (iv) this Assignment and Acceptance has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles.

(b) The Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto. The Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to, the solvency, financial condition or statements of the Borrowers, or the performance or observance by the Borrower, of any of its respective obligations under the Credit Agreement or any other instrument or document furnished in connection therewith.

(c) The Assignee represents and warrants that (i) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Assignment and Acceptance and any other documents required or permitted to be executed or delivered by it in connection with this Assignment and Acceptance, and to fulfill its obligations hereunder; (ii) no notices to, or consents, authorizations or approvals of, any Person are required (other than any already given or obtained) for its due execution, delivery and

performance of this Assignment and Acceptance; and apart from any agreements or undertakings or filings required by the Credit Agreement, no further action by, or notice to, or filing with, any Person is required of it for such execution, delivery or performance; (iii) this Assignment and Acceptance has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with the terms hereof, subject, as to enforcement, to bankruptcy, insolvency, moratorium, reorganization and other laws of general application relating to or affecting creditors' rights and to general equitable principles; [and (iv) it is an Eligible Assignee.]

9. Further Assurances.

The Assignor and the Assignee each hereby agree to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment and Acceptance, including the delivery of any notices or other documents or instruments to the Borrower or the Administrative Agent, which may be required in connection with the assignment and assumption contemplated hereby.

10. Miscellaneous.

(a) Any amendment or waiver of any provision of this Assignment and Acceptance shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Assignment and Acceptance shall be without prejudice to any rights with respect to any other or further breach thereof.

(b) All payments made hereunder shall be made without any set-off or counterclaim.

(c) The Assignor and the Assignee shall each pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Assignment and Acceptance.

(d) This Assignment and Acceptance may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(e) THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE NEW YORK. The Assignor and the Assignee each irrevocably submits to the non-exclusive jurisdiction of any State or Federal court sitting in New York County, New York over any suit, action or proceeding arising out of or relating to this Assignment and Acceptance and irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such State or Federal court. Each party to this Assignment and Acceptance hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

(f) THE ASSIGNOR AND THE ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT AND ACCEPTANCE, THE CREDIT AGREEMENT, ANY RELATED DOCUMENTS AND AGREEMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment and Acceptance to be executed and delivered by their duly authorized officers as of the date first above written.

[ASSIGNOR]

By: _____
Title: _____
Address: _____

[ASSIGNEE]

By: _____
Title: _____
Address: _____

SCHEDULE I
to
ASSIGNMENT AND ACCEPTANCE

NOTICE OF ASSIGNMENT AND ACCEPTANCE

_____, 200_

Bank of America, N.A
_____
_____
Attn: _____

Re: [Name and Address of Borrowers]

Ladies and Gentlemen:

We refer to the Credit Agreement dated as of _____, 200_ (as amended, amended and restated, modified, supplemented or renewed from time to time the "Credit Agreement") among _____ (the "Borrowers"), the Lenders referred to therein and Bank of America, N. A., as agent for the Lenders (the "Administrative Agent"). Terms defined in the Credit Agreement are used herein as therein defined.

1. We hereby give you notice of, and request your consent to, the assignment by _____ (the "Assignor") to _____ (the "Assignee") of _____% of the right, title and interest of the Assignor in and to the Credit Agreement (including the right, title and interest of the Assignor in and to the Commitments of the Assignor, all outstanding Loans made by the Assignor and the Assignor's participation in the Letters of Credit pursuant to the Assignment and Acceptance Agreement attached hereto (the "Assignment and Acceptance"). We understand and agree that the Assignor's Commitment, as of _____, 200_, is $_____, the aggregate amount of its outstanding Loans is $_____, and its participation in L/C Obligations is $_____.

2. The Assignee agrees that, upon receiving the consent of the Administrative Agent and, if applicable, the Borrower to such assignment, the Assignee will be bound by the terms of the Credit Agreement as fully and to the same extent as if the Assignee were the Lender originally holding such interest in the Credit Agreement.

3. The following administrative details apply to the Assignee:

(A) Notice Address:

Assignee name: _____
Address: _____
_____

Attention: _____
Telephone: (___) _____
Telecopier: (___) _____
Telex (Answerback): _____

(B) Payment Instructions:

Account No.: _____
At: _____
_____
_____
Reference: _____
Attention: _____

4. You are entitled to rely upon the representations, warranties and covenants of each of the Assignor and Assignee contained in the Assignment and Acceptance.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Notice of Assignment and Acceptance to be executed by their respective duly authorized officials, officers or agents as of the date first above mentioned.

Very truly yours,

[NAME OF ASSIGNOR]

By: _____

Title: _____

[NAME OF ASSIGNEE]

By: _____

Title: _____

ACKNOWLEDGED AND ASSIGNMENT
CONSENTED TO:

Bank of America, N. A.,
as Administrative Agent

By: _____
Title: _____

SCHEDULE 1.1

COMMITMENTS

Lender	Commitment	Pro Rata Share (3 decimals)
Bank of America, N.A.	$200,000,000	50.000%
Wachovia Bank, National Association	$200,000,000	50.000%
		100.000%

[REMAINING SCHEDULES TO BE PROVIDED AT A LATER DATE]

CASH COLLATERAL CONTROL LETTER AGREEMENT

August 8, 2005

Bank of America, N.A.
600 Peachtree Street 10th Floor
Atlanta, GA 30308

Attention: Elise McEachern and Kim Hitchcock

Re: Cash Collateral Agreement re Letters of Credit

Ladies and Gentlemen:

Reference is made to that certain Post-Petition Credit Agreement dated as of June 2, 2003 (as at any time amended, the "DIP Credit Agreement"), by and among WestPoint Stevens, Inc. and certain of its affiliates as borrowers (collectively, "Borrowers"), the financial institutions party thereto as lenders ("Lenders"), and Bank of America, N.A. ("Bank of America"), as collateral and administrative agent for the Lenders. Borrowers have entered into an Asset Purchase Agreement with WestPoint Home, Inc. ("Purchaser"), pursuant to which Purchaser has agreed to acquire all or substantially all of the assets of certain of the Borrowers and to assume certain liabilities of Borrowers.

Pursuant to the DIP Credit Agreement, Borrowers have executed and delivered to Bank of America letter of credit applications (as amended and in effect from time to time, individually and collectively, the "Application") with respect to the issuance for Borrowers' account of Bank of America's series of Letters of Credit numbered, in the face amounts and for the benefit of those parties as shown on Exhibit A, attached hereto and made a part hereof (collectively, and as amended and in effect from time to time, the "Credits"), which have been issued pursuant to the terms and conditions of the DIP Credit Agreement, of that certain authorization and agreement for Treasury Services and/or certain letter of credit and reimbursement agreements (individually and collectively, the "LC Agreement"), by and between Borrowers and Bank of America. All of the obligations with respect to the Credits, including but not limited to reimbursement obligations relating to or arising in respect of draws on the Credits, letter of credit fees and fronting fees, owing by Borrowers or Purchaser to Bank of America hereunder or arising under or in connection with the DIP Credit Agreement, the Application, the LC Agreement or the Credits, whether contingent or otherwise, are hereinafter referred to, collectively, as the "Obligations". Purchaser acknowledges and agrees that it will benefit from Bank of America's issuance of the Credits, acknowledges that it has assumed the Obligations from Borrowers, and agrees that it shall be liable to Bank of America for all of the Obligations. In connection with the Credits and the Obligations, Borrowers and Purchaser hereby agree, and request Bank of America's agreement, as follows:

The Cash Collateral Account. In connection with certain transactions involving Borrowers and Purchaser, Purchaser has furnished to Bank of America, for the benefit of Borrowers, a cash sum in the amount of $33,909,963.98 to be deposited into an account with Bank of America entitled "WestPoint Home, Inc. f/b/o Bank of America, as Collateral Pledgee - Cash Collateral Account",

Account #3756664506 (the "Cash Collateral Account"). Interest, if any, earned on the Cash Collateral Account shall be deposited in the Cash Collateral Account. Borrowers acknowledge and agree that they have no right, title or interest in or to the Cash Collateral Account or any funds therein.

Withdrawal Rights Limited. In the event that (a) (i) all of the Credits are fully drawn or expire or are returned to Bank of America for cancellation, (ii) all reimbursement obligations with respect to any drawings under the Credits have been fully satisfied pursuant to the provisions of the Application and (iii) no other Obligations, whether contingent or otherwise, are then outstanding, or (b) Purchaser delivers to Bank of America a back up letter of credit in form and from a financial institution satisfactory to Bank of America, and in an amount no less than 105% of the sum of (X) the face amount of all undrawn Credits that are outstanding at such time, plus (Y) all unreimbursed amounts payable at such time in connection with draws on the Credits, plus (Z) any other Obligations then outstanding, whether contingent or otherwise, Purchaser may thereafter withdraw from the Cash Collateral Account any amounts constituting the balance in the Cash Collateral Account. Except as otherwise expressly set forth in the immediately preceding sentence, Purchaser acknowledges and agrees that Bank of America has exclusive control over the Cash Collateral Account and shall be deemed to have "control" over the Cash Collateral Account for purposes of perfecting its security interest therein under Revised Article 9 of the Uniform Commercial Code, and neither Borrowers nor Purchaser shall have any right to direct or withdraw any sums in the Cash Collateral Account. Notwithstanding the foregoing, Bank of America agrees, at the request of Purchaser (but in any event no more frequently than once per calendar month), to remit to Purchaser funds from the Cash Collateral Account, to the extent the balance therein at such time exceeds 105% of the sum of: (a) the face amount of all undrawn and unexpired Credits at such time, (b) all unpaid reimbursement obligations with respect to any drawings under the Credits at such time, and (c) any other unpaid Obligations, whether contingent or otherwise, outstanding at such time.

Security Interest. In order to secure the payment and performance in full of all of the Obligations, Purchaser hereby assigns to Bank of America and grants to Bank of America a security interest in and lien upon the Cash Collateral Account, all of the sums from time to time in the Cash Collateral Account and any and all proceeds thereof, whether now or hereafter existing or arising. Upon any failure to pay any of the Obligations as and when due and payable or upon the filing of a petition for relief by or against Purchaser under any chapter of the Bankruptcy Code (Title 11 of the United States Code), then, without any demand or notice of any kind, Bank of America shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Georgia and, in addition, Bank of America shall be entitled to debit the Cash Collateral Account in the amount of such Obligations, whether contingent or otherwise.

Authorization to File Financing Statement. Bank of America is hereby authorized to file in any Uniform Commercial Code filing office a financing statement naming Purchaser as the debtor and indicating the collateral as the Cash Collateral Account, all of the sums from time to time in the Cash Collateral Account and all proceeds thereof, whether now or hereafter existing or arising. Bank of America may indicate some or all of the collateral on the financing statement, whether generally or specifically.

No Commitment to Extend or Renew the Credit. Nothing contained in this letter shall constitute a commitment on the part of Bank of America further to extend, renew or increase any of the Credits or otherwise to grant any additional credit facilities to Borrowers or Purchaser or to any of their subsidiaries or other affiliates, except as set forth in the LC Agreement with respect to the Credits.

Expenses. Any fees and disbursements of Bank of America's legal counsel in connection with the preparation, execution or enforcement of this agreement shall be for the account of Purchaser.

Governing Law. This agreement shall be governed by the law of the State of Georgia and shall be construed as a sealed instrument under such law.

[Remainder of page intentionally left blank.]

Please indicate Bank of America's acceptance of and agreement to all of the foregoing by executing and returning to us the enclosed duplicate of this letter.

Very truly yours,

WESTPOINT STEVENS, INC.
WESTPOINT STEVENS INC. I
J.P. STEVENS & CO., INC.
J.P. STEVENS ENTERPRISES, INC.
WESTPOINT STEVENS STORES INC.
("Borrowers")

By: _____
Lester D. Sears, Authorized Officer

WESTPOINT HOME, INC.
("Purchaser")

By: _____
_____, _____

ACCEPTED and AGREED
as of the date first written above:

BANK OF AMERICA, N.A.

By: _____
_____, _____

Please indicate Bank of America's acceptance of and agreement to all of the foregoing by executing and returning to us the enclosed duplicate of this letter.

Very truly yours,

WESTPOINT STEVENS, INC.
WESTPOINT STEVENS INC. I
J.P. STEVENS & CO., INC.
J.P. STEVENS ENTERPRISES, INC.
WESTPOINT STEVENS STORES INC.
("Borrowers")

By: _____
Lester D. Sears, Authorized Officer

WESTPOINT HOME, INC.
("Purchaser")

By: _____
Hillel Moerman, Secretary

ACCEPTED and AGREED
as of the date first written above:

BANK OF AMERICA, N.A.

By: _____
Sherry Lail, Senior Vice President

Please indicate Bank of America's acceptance of and agreement to all of the foregoing by executing and returning to us the enclosed duplicate of this letter.

Very truly yours,

WESTPOINT STEVENS, INC.
WESTPOINT STEVENS INC. I
J.P. STEVENS & CO., INC.
J.P. STEVENS ENTERPRISES, INC.
WESTPOINT STEVENS STORES INC.
("Borrowers")

By: _____
Lester D. Sears, Authorized Officer

WESTPOINT HOME, INC.
("Purchaser")

By: _____
_____, _____

ACCEPTED and AGREED
as of the date first written above:

BANK OF AMERICA, N.A.

By: Sherry Lail
Sherry Lail, Senior Vice President

EXHIBIT A

Imports Outstanding Liability: By Bank Reference

05 Aug 2005

WestPoint Stevens	*Bank Reference*	*Beneficiary Name*	*Beneficiary Country*	*Issue Date*	*Expiry Date*	*Outstanding Liability USD*
Westpoint Stevens						
15MIMISR061605	00000001120231	MISR SPINNING AND WEAVING CO.	EGYPT	20 Jun 2005	30 Aug 2005	137,712.12
15NISCPEMAMERICA	00000001120342	MING WAH TRADING CO.	HONG KONG	02 Nov 2004	09 Aug 2005	210.40
15NIIN FUTURE	00000001120343	FUTURE TEXTILES INC.	UNITED STATES	03 Nov 2004	13 Sep 2005	545,660.10
15NISC RAMACRAFT	00000001120344	RAMA CRAFTS PVT. LTD.	INDIA	02 Nov 2004	11 Oct 2005	50,892.70
15NISCKENTEX	00000001120349	SHANGHAI KENTEX MILLS	CHINA	02 Nov 2004	13 Sep 2005	239,906.53
15NISC HORNWOOD	00000001120351	HORNWOOD INC.	UNITED STATES	20 Dec 2004	23 Jul 2005	14,424.13
15NINC INTLTEXT	00000001120352	INTERNATIONAL TEXTILE LIMITED	PAKISTAN	24 Nov 2004	27 Sep 2005	68,931.56
15NISCSHANGARTEX	00000001120362	SHANGHAI ARTEX INT. TRADING CO.,LT	CHINA	11 Jan 2005	27 Sep 2005	98,568.00
15NISC PREC PHO	00000001120363	PRECIOUS PHOENIX CO., LTD.	TAIWAN	04 Jan 2005	14 Aug 2005	13.40
15NINC INFLUENCE	00000001120366	INFLUENCE INTERNATIONAL, INC	TAIWAN	17 Feb 2005	16 Sep 2005	52,145.74
15NI NC MISR	00000001120368	MISR AMERICAN CARPET MILLS	EGYPT	17 Feb 2005	11 Oct 2005	314,917.20
15NISCDESIGN 45	00000001120369	DESIGN 45	INDIA	09 Mar 2005	27 Sep 2005	143,590.50
15NINCDHANABATH	00000001120374	DHANA SINGH SYNTHETICS PVT. LTD.	INDIA	21 Mar 2005	18 Oct 2005	102,515.00
15NINCLOFTEX	00000001120375	LOFTEX INDUSTRIES LTD	CHINA	30 Mar 2005	05 Nov 2005	68,568.90
15NISCRED ETBLUE	00000001120376	RED ET BLUE FASHIONS, INC.	UNITED STATES	11 Apr 2005	30 Aug 2005	99,606.58
15NISCFABRIC4HOM	00000001146022	GEMINI INTERNATIONAL	INDIA	14 Apr 2005	11 Oct 2005	216,999.48
15NISCSUNHAM	00000001146023	SUNHAM HOME FASHIONS	UNITED STATES	20 Apr 2005	16 Aug 2005	41,198.64
15NISCDHANABED	00000001146024	DHANA SINGH SYNTHETICS PVT. LTD.	INDIA	26 May 2005	30 Sep 2005	436,930.20
15NISCINCALPACA	00000001146025	INCALPACA TPX S.A.	PERU	16 May 2005	17 Sep 2005	8,985.00
15NINC VANASTHAL	00000001146026	VANASTHALI TEXTILE INDUSTRIES LTD.	INDIA	28 Jun 2005	13 Aug 2005	143,319.75
15NINCYUSUF	00000001146027	YUSUF TEXTILE MILLS LIMITED	PAKISTAN	09 May 2005	25 Oct 2005	1,609,755.65
15NISCINTFABCHIN	00000001146028	INTER FABRIC NY INC	UNITED STATES	17 May 2005	30 Oct 2005	263,396.10
15NI NCLONGWAY	00000001146029	GROESHOP COMPANY LTD.	TAIWAN	25 May 2005	30 Oct 2005	387,003.15
15NISC THIRDWRLD	00000001146030	T. W. EXPORTS PVT. LTD.	INDIA	06 Jun 2005	30 Aug 2005	28,560.00
15NISC PRE PHOEN	00000001146033	PRECIOUS PHOENIX CO., LTD.	TAIWAN	20 Jun 2005	06 Oct 2005	130,396.41
15NIINHANGHOU	00000001146034	HANGZHOU HUALONG EIDER DOWN	CHINA	21 Jun 2005	03 Sep 2005	206,190.20
15NINCFELPINTER	00000001146036	FELPINTER INDUSTRIAS TEXTEIS, S.A.	PORTUGAL	30 Jun 2005	16 Aug 2005	70,109.55
15NISCSHNGHMLAND	00000001146037	HONG KONG HOMELAND TEXTILE CO, LTD	CHINA	30 Jun 2005	27 Sep 2005	68,051.00

Rec. 575

APPENDIX_00000094

15NISC WELCOLAN	00000001146038	WELCOLAN S A	URUGUAY	28 Jun 2005	30 Oct 2005	207,460.00
15NIINZHANGJIAG	00000001146039	ZHANGJIAGANG SUNRISE KNITTING AND	CHINA	22 Jun 2005	13 Aug 2005	20,732.00
15NISC 1ST ASIA	00000001146040	FIRST ASIA CORPORATION	UNITED STATES	30 Jun 2005	30 Oct 2005	944.00
15NINCSUNHAMBATH	00000001146041	SUNHAM HOME FASHIONS	UNITED STATES	30 Jun 2005	23 Aug 2005	7,807.00
15NINC ZIBO	00000001146042	ZIBO ZHONGJING TOWEL CO LTD	CHINA	07 Jul 2005	30 Aug 2005	480,984.00
15NINCMYAHYABATH	00000001146043	M. YAHYA M. YOUSUF BARI/BARI MILLS	PAKISTAN	12 Jul 2005	30 Sep 2005	450,253.00
15NINCINTLTEXTIL	00000001146044	INTERNATIONAL TEXTILE LIMITED	PAKISTAN	01 Aug 2005	08 Oct 2005	158,322.00
15NISC HEBEI	00000001146045	HEBEI TEXTILES IMP AND EXP CO, LTD	CHINA	04 Aug 2005	27 Sep 2005	128,087.00
15MIBAGONNET2	00000001120230	BAGS ON THE NET	UNITED STATES	25 May 2005	15 Sep 2005	50,247
15MI1120232	00000001120232	REVERE MILLS	UNITED STATES	22 Jun 2005	25 Jul 2005	79,660.80
					Westpoint Stevens Subtotal:	**$7,133,054.79**
					Cash Collateral Required	**$7,489,707.53**

Standby Outstanding Liability: By Bank Reference

05 Aug 2005

Bank Reference	*Beneficiary Name*	*Beneficiary Country*	*Issue Date*	*Expiry Date*	*Outstanding Liability USD*
Westpoint Steven					
00000000041272	DEPT. OF INDUSTRIAL RELATIONS	UNITED STATES	01 Oct 1999	30 Dec 2005	2,000,000.00
00000000041275	SAFECO INSURANCE COMPANIES	UNITED STATES	01 Oct 1999	30 Dec 2005	1,983,500.00
00000000970571	GEORGIA SELF INSURERS GUARANTY	UNITED STATES	01 Oct 1999	15 Jan 2006	1,500,000.00
00000000970572	SOUTH CAROLINA WORKERS'	UNITED STATES	01 Oct 1999	15 Jan 2006	1,800,000.00
00000003038140	TEXICAN NATURAL GAS COMPANY	UNITED STATES	25 May 2001	31 Aug 2005	1,000,000.00
00000003038714	XL SPECIALTY INSURANCE COMPANY	UNITED STATES	22 Jun 2001	21 Jun 2006	2,583,000.00
00000003038795	WACHOVIA BANK	UNITED STATES	29 Jun 2001	31 Aug 2005	360,000.00
00000003043770	APEX MILLS CORP. OR	UNITED STATES	25 Jan 2005	31 Oct 2005	500,000.00
00000003043772	JUSTIN P. FINNEGAN	UNITED STATES	17 Nov 2004	31 Oct 2005	141,000.00
00000003043774	ADAH CHAN	CHINA	29 Mar 2005	01 Mar 2006	149,000.00
00000003046307	WPS ENERGY SERVICES, INC.	UNITED STATES	25 Feb 2002	30 Apr 2006	75,000.00
00000003056811	THE TRAVELERS INDEMNITY COMPANY	UNITED STATES	13 Jun 2003	30 Dec 2005	400,000.00
00000003061146	DISNEY ENTERPRISES, INC.	UNITED STATES	20 Jan 2004	20 Jan 2006	2,000,000.00
00000003062533	HOUSTON ENERGY SERVICES COMPANY,	UNITED STATES	31 Mar 2004	31 Dec 2005	350,000.00
00000003062953	SAFECO INSURANCE COMPANY OF AMERIC	UNITED STATES	27 Apr 2004	30 Apr 2006	1,500,000.00
00000003063530	INSURANCE COMPANY OF NORTH AMERICA	UNITED STATES	28 May 2004	28 May 2006	3,700,000.00
00000003065759	MR. WILLIAM T. WALKER	UNITED STATES	07 Oct 2004	31 Aug 2005	830,000.00
00000003704981	TRAVELERS INDEMNITY CO.	UNITED STATES	01 Oct 1999	30 Dec 2005	3,750,649.00
00000003704989	FLORIDA SELF-INSURANCE GUARANTY	UNITED STATES	01 Oct 1999	18 Sep 2005	540,000.00
				Subtotal:	**25,162,149.00**
				Cash Collateral Required:	**$26,420,256.45**

EXHIBIT A

WEST POINT
HOME

Yevgeny Fundler
General Counsel and Corporate Secretary
28 East 28th Street, New York, NY 10016

Tel: 212-930-2321
Fax: 212-679-2931
E-mail: Fundler.Y@wphome.com

February 22, 2013

Worker's Compensation Commission, Self-Insurance Division
W.C. Smith, Executive Director
P.O. BOX 1715
Columbia, SC 29202-1715

Re: Request for information regarding security of WestPoint Stevens, Inc.

Dear Mr. Smith:

WestPoint Home LLC (formerly doing business as WestPoint Home, Inc.) ("WPH") is requesting you to provide certain information described below to WPH by no later than March 31, 2013. WPH is legally entitled to review such information as an acquirer of assets of WestPoint Stevens, Inc. ("WPS") pursuant to a bankruptcy court approved sale process. As you may be aware, in 2005, WPH acquired WPS assets and as part of such acquisition cash collateralized all workers compensation letters of credit of WPS, including a standby letter of credit issued to the State of South Carolina (the "State"), and therefore has a direct interest in the cash collateral that was held by the State as security and which at the time the letter of credit was drawn by the State amounted to $1.8 million (as reduced by payments of the applicable workers' compensation claims, if any, the "Security Amount").

As you confirmed in your conversation with our Risk Manager, Pamela Berkinsky in 2012, the State continues to hold the Security Amount regarding which there may be limited ongoing claim activity. You also mentioned to her your concern about ongoing tail liability related to occupational disease claims. Please provide objective claim-based evidence that the concern of yours is borne out by historical losses?

Prefatory to requesting a reduction in the Security Amount held by the State, please provide us with the following:

- The last 5 years of loss runs for all WPS open claims;
- The 2011 actuarial report undertaken for the State;
- If not included in the 2011 actuarial report, the specific developed discounted loss reserves and confidence level projections for the WPS component of the 2011 actuarial study; and
- An accounting for the Security Amount since August, 2005 through the most recent available date.

Thank you in advance for your prompt compliance with this request for information.

Sincerely,

Yevgeny Fundler

SCWCC
FEB 26 2013
INSURANCE &
MEDICAL SERVICES

State of South Carolina

J. Keith Roberts
Attorney at Law
1333 Main Street, 5th Floor
P.O. Box 1715
Columbia, S.C. 29202-1715
KeRoberts@wcc.sc.gov

TEL: (803) 737-5701
FAX: (803) 737-5764

Workers' Compensation Commission

September 10th, 2013

Yevgeny Fundler, Esquire
WestPoint Home, LLC
28 East 28th St.
New York, NY 10016

Re: Request for information regarding security of WestPoint Stevens, Inc.

Dear Mr. Fundler:

I am in receipt of your letter dated February 22nd, 2013. I regret to inform you that the South Carolina Workers' Compensation Commission is unable to release the information you have requested.

South Carolina Code § 42-5-20 (1976, as amended) provides that an employer carrying on an employment in South Carolina may secure the payment of compensation due under the South Carolina Workers' Compensation Act to its employees by furnishing to the Commission satisfactory proof of its financial ability to pay directly the compensation due under the Act. The Commission requires such self-insured employers to deposit an acceptable security, indemnity, or bond to secure the payment of liabilities as they may be incurred. § 42-5-20. The Commission accepts an irrevocable letter of credit from a South Carolina Bank or a federally chartered bank with a South Carolina office in satisfaction of this security requirement.

The records of the Commission, in so far as they refer to accidents, injuries and settlements, shall not be open to the public, but only to parties satisfying the Commission of their interest in such records. § 42-19-40. The South Carolina Supreme Court has held that the term "parties" refers to the employees and employers. *Blue Cross and Blue Shield v. S.C. Indus. Comm'n.*, 274 S.C. 204, 262 S.E.2d 35 (1980). The Commission is also prohibited from releasing any information concerning a self-insured other than confirmation of its self-insured status and contact information. 25A S.C. Regs. 67-1515 (2013).

The Commission has not received any documentation showing that your client, WestPoint Home, LLC (DOS ID # 4283412), has assumed the liabilities for WestPoint Stevens, Inc. (DOS ID # 1757578), or has in any other way made itself a party to any potential claims brought by an employee alleging injury by accident subject to the S.C. Workers' Compensation Act while employed by WestPoint Stevens, Inc. In fact, the letter from Lester D. Sears, dated August 15th, 2005, seems to indicate that the assets of WestPoint Stevens, Inc. were assumed by a purchaser

owned and controlled by American Real Estate Holding Limited Partnership, who specifically did not assume the workers' compensation liabilities of WestPoint Stevens, Inc.

WestPoint Home, LLC has not shown it is a party to any workers' compensation claims involving WestPoint Stevens, Inc. as a defendant, or that it is the successor to the debts resulting to workers' compensation claims brought against WestPoint Stevens, Inc. Therefore, § 42-19-40 and R.67-1515 of the South Carolina Workers' Compensation Act prohibit my client from disclosing to you the loss run reports, actuarial reports, and accountings you requested in your letter, as that information pertains to individual accidents, injuries and settlements, or is otherwise confidential information regarding a self-insured. Furthermore, "the 2011 actuarial report" and "specific developed discounted loss reserves and confidence level projections" are not created, maintained by, or in the possession of, the South Carolina Workers' Compensation Commission.

If you have any questions,or can provide us with further documentation demonstrating that your client should be considered a party to workers' compensation claims brought against WestPoint Stevens, Inc., please do not hesitate to contact me.

Sincerely,

J. Keith Roberts,
General Counsel
S.C. Workers' Compensation Commission

WEST POINT
HOME

Yevgeny Fundler
General Counsel and Corporate Secretary
28 East 28th Street, New York, NY 10016

Tel: 212-930-2321
Fax: 212-679-2931
E-mail: Fundler.Y@wphome.com

October 15, 2013

J. Keith Roberts, General Counsel
South Carolina Workers' Compensation Commission
P.O. Box 1715
Columbia, SC 29202

Re: Request for Information Regarding Security of WestPoint Stevens, Inc.

Dear Mr. Roberts:

Thank you for your September 10, 2013 letter.

While we appreciate the confidentiality obligations under South Carolina law to which you make reference, WestPoint Home LLC (successor to WestPoint Home, Inc.) ("WPH") maintains that it has standing to access the requested information for the reasons explained below.

As outlined in my letter to you of February 22, 2013, we are interested in assembling information to ascertain whether the South Carolina Workers' Compensation Commission has excess security on hand as this constitutes an asset of WPH.

WestPoint Stevens, Inc. self-insured history

WestPoint Stevens, Inc. ("WPS") was a long-standing self-insured employer under South Carolina law. On August 8, 2005, WPH purchased substantially all of WPS' assets pursuant to the 363 bankruptcy sale.

As you referenced in your letter, this was an asset only purchase and WPH did not accept liability for any workers' compensation claims against WPS instead purchasing workers' compensation insurance for any claims against the new entity. After the purchase of all of its assets, WPS ceased all business operations and subsequently its liquidation was approved by the Bankruptcy Court.

As you should be familiar, the WPS South Carolina self-insured program was secured by a letter of credit ("LOC") in the amount of $1.8MM. Upon the purchase of WPS assets by WPH the latter was required to cash collateralize this LOC which was drawn in its entirety by the South Carolina Workers Compensation Commission on August 17th, 2005.

WPH standing and reversionary interest

To assist with your review, assuming WPH's standing will be determined by your office, accompanying this letter are the following three pertinent documents:

- Asset Purchase Agreement of June 15, 2005;
- Bankruptcy Sale Order of July 8, 2005; and

- June 14, 2012 Order of Maine Bureau of Insurance finding standing and reversionary interest held by WPH and authorizing partial distribution of excess security.

Pursuant to Section 2.1 of the attached Asset Purchase Agreement, the Purchased Assets definition broadly includes "all of the properties and assets of Sellers existing as of the Closing", including "cash and cash equivalents, deposits, accounts receivable, all rights of Sellers under or relating to contracts and "intangible assets."

Pursuant to Section 3.1 of the Asset Purchase Agreement, WPH as purchaser cash collateralized with its own cash all outstanding letters of credit, including those related to workers' compensation. Thus, the return of any excess collateral upon payout or closeout of all workers' compensation claims, including those in South Carolina, belongs to WPH as purchaser.

Under the attached Sale Order, the Bankruptcy Court retains jurisdiction to enforce WPH's rights to any purchased assets and related matters.

Finally, we have attached a copy of the order from the Maine Bureau of Insurance which, faced with similar circumstances, found that WPH had standing and held the reversionary interest for any excess security ordering a partial payment to WPH of excess security.

Request for determination of standing and reversionary interest

We trust this detail will satisfy the Commission that WPH has an interest in the posted security.

Please let me know if there is any other detail which you require. We would be glad to cooperate with you and enter an appropriate confidentiality agreement so that you can provide the information requested by my letter of February 22, 2013 which we were required to assess the extent to which South Carolina holds excess security under the WPS runout program.

In this regard we understand that there presently are no open claims under the South Carolina runout program. Further, pursuant to S.C. Code Ann. § 42-11-70 and S.C. Code Ann. § 42-15-40, the statute of limitations should have run on any potential occupational disease claims. Accordingly, this should eliminate any incurred but not reported (IBNR) exposure.

Thank you for your anticipated cooperation.

Sincerely,

Yevgeny Fundler

State of South Carolina

J. Keith Roberts
Attorney at Law
1333 Main Street, 5th Floor
P.O. Box 1715
Columbia, S.C. 29202-1715
KeRoberts@wcc.sc.gov

TEL: (803) 737-5701
FAX: (803) 737-5795

Workers' Compensation Commission

November 19th, 2013

Yevgeny Fundler, Esquire
WestPoint Home, LLC
28 East 28th St.
New York, NY 10016

Re: Request for information regarding security of WestPoint Stevens, Inc.

Dear Mr. Fundler:

I am in receipt of your letter dated October 15th, 2013. Please allow this letter to serve as our response.

Funds were paid by Nationsbank Corp. to the South Carolina Treasurer pursuant to a security agreement required by S.C. Code § 42-5-20 (1976, as amended) for WestPoint Stevens, Inc. It is the position of the Self-Insurance Division of the South Carolina Workers' Compensation Commission that any remaining security held by the South Carolina Treasurer's office is not an asset of WestPoint Home, LLC. The entity that purchased the assets of WestPoint Stevens, Inc., specifically disavowed liability for any workers' compensation claims against WestPoint Stevens, Inc. It is our position that WestPoint Home, LLC, is not a party to any claims brought by injured workers in South Carolina against WestPoint Stevens, Inc., and is not entitled to any information involving accidents, injuries and settlements where WestPoint Stevens, Inc. is a party.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

J. Keith Roberts,
General Counsel
S.C. Workers' Compensation Commission

EXHIBIT B

LAW OFFICES OF
HERBERT BEIGEL

38327 S. Arroyo Way
Tucson, Arizona 85739

Office: 520-825-1995
Cellular: 520-869-5836
Facsimile: 520-844-6215
E-mail: hbeigel@gmail.com

767 Fifth Avenue #4700
New York, New York 10153

Herbert Beigel admitted:
Arizona, New York
District of Columbia
Illinois

T. Parker Hunter
Assistant Attorney General
Office of the Attorney General
State of South Carolina
By email: phunter@scag.gov

Date: April 9, 2014

Re: Claim of WestPoint Home, LLC

Dear Mr. Hunter:

I am general outside litigation counsel for WestPoint Home, LLC ("WestPoint Home") and am responding to your letter of April 2, 2014 to Ms. Cathleen Callahan of Bank of America.

As you should be aware, on February 22, 2013, Yevgeny Fundler, General Counsel of WestPoint Home, transmitted a letter to W.C. Smith, Executive Director of the South Carolina Workers' Compensation Commission (the "WCC"), requesting information concerning a $1.8 million letter of credit funded by WestPoint Home's predecessor in interest, WestPoint Stevens, Inc. ("WestPoint Stevens"), all of the assets of which had been acquired by WestPoint Home. The letter of credit was provided to the State of South Carolina in 2005 to secure any liabilities of WestPoint Stevens for workers' compensation claims, and shortly thereafter was drawn upon in full in by the State of South Carolina.

Since Mr. Fundler's letter in February 2013, the WCC has, in violation of law, repeatedly refused to provide WestPoint Home with the requested information, based on the frivolous claim that WestPoint Home, which by law is the successor in interest to WestPoint Stevens, is not a proper party in interest and is therefore not entitled to the information. In January 2014, this issue was turned over to your office, and in an effort to resolve this dispute, Ms. Callahan transmitted her letter of March 5, 2014 to Keith Roberts of the WCC. Although that letter made clear that Bank of America was requesting the information on behalf of WestPoint Home and further disclaimed any financial interest in excess funds being held by the State of South Carolina, your response of April 2, 2014 requests that Bank of America establish its financial interest in this matter.

Unfortunately, based on the foregoing, it appears clear that the State of South Carolina is intent on illegally stonewalling WestPoint Home's legitimate right to the requested information so that a good faith determination can be made as to what funds, if any, are due and owing WestPoint Home.

I had been hopeful that this matter could be resolved without the need for litigation, but that seems impossible. Therefore, unless the State of South Carolina agrees to provide WestPoint Home with the requested information on or before April 21, 2014, I am authorized by WestPoint Home to commence a lawsuit to obtain the requested information and seek a return of any moneys owed to WestPoint Home and such other relief as the law allows.

Very truly yours,

s/s/ Herbert Beigel

CC Todd Carroll, Womble Carlyle Sandridge & Rice LLP
Keith Roberts, General Counsel, the WCC
Steve Gray, Chief Financial Officer, WestPoint Home, LLC
Louie Pastor, Assistant General Counsel, Icahn Enterprises LP
Cathleen Callahan, Bank of America

Exhibit 8

WESTPOINT STEVENS

August 15, 2005

Mr. W. C. Smith, III
Director, Self-Insurance
State of South Carolina
Workers' Compensation Commission
P. O. Box 1715
Columbia, SC 29202-1715

CONFIDENTIAL

Re: Self-Insured: WestPoint Stevens Inc.

Dear Mr. Smith:

On June 1, 2003, WestPoint Stevens Inc. ("WestPoint") and certain of its affiliates (collectively, the "Debtors") commenced cases pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The cases remain pending and are being jointly administered under the case number 03-13532 (RDD).

On July 8, 2005, the Bankruptcy Court entered an order (the "Sale Order") pursuant to section 363(b) of the Bankruptcy Code authorizing the sale (the "Sale") of substantially all of the Debtors' assets to an entity owned and controlled by American Real Estate Holding Limited Partnership (the "Purchaser") pursuant to an asset purchase agreement dated June 23, 2005 (the "APA"). In accordance with the Sale Order, the Sale closed on August 8, 2005.

On August 8, 2005, the Bankruptcy Court entered an order appointing the undersigned, Lester D. Sears, formerly Senior Vice President – Chief Financial Officer of WestPoint, as the Responsible Officer for the Debtors' in order to administer the wind down of their estates.

Please be advised that pursuant to the Sale Order and the APA, workers' compensation liabilities asserted against the Debtors were not liabilities assumed by the Purchaser. Therefore, no further payments will be made with respect to workers' compensation claims asserted against WestPoint Stevens Inc.

Sincerely,

Lester D. Sears
Responsible Officer

Norris, Lane

From: Brasfield, Tammie
Sent: Wednesday, August 17, 2005 9:32 AM
To: Norris, Lane
Subject: FW: CC# 718 WestPoint Stevens

-----Original Message-----
From: Norris, Lane
Sent: Friday, August 12, 2005 10:50 AM
To: AGENCYGroup
Subject: CC# 718 WestPoint Stevens

As of August 8, 2005, WestPoint Stevens, Inc. is no longer Self-Insured.

TAX

630260448 Eff: 08-01-61 718
NLS : 8·8·05
WestPoint Steven, Inc.
Post Office Box 71
West Point, Georgia 31833

Attention: O'neal Oliver
Risk Management

Telephone: (706) 645-4000

ROLODEX CORPORATION NO. C35-CF

Claim's

630260448 Eff: 08-01-61 718
NLS 8·8·05
WestPoint Steven, Inc.
Post Office Box 71
West Point, Georgia 31833
(706) 645-4000

ROLODEX CORPORATION NO. C35-CF

Johnson, Kandee

From: Norris, Lane
Sent: Thursday, August 25, 2005 4:30 PM
To: AGENCYGroup
Subject: CC#718

WestPoint Stevens has changed TPA's the new carrier will be Key Risk Management. Please send all future correspondences to the following address.

CC# 718
WestPoint Stevens, Inc.
Key Risk
Post Office Box 1959
Columbia, South Carolina 29202

Attention: Becky Beaton
Telephone: 803.252.1777 ext 7815

Smith, W. C.

From: Smith, W. C.
Sent: Wednesday, August 24, 2005 4:28 PM
To: 'Kirby,Dan Phillip'
Subject: RE: WestPoint Stevens

Dan, this is WC Smith at the SC Workers Compensation Commission. We have engaged a third party claims administrator to handle the run off of the open South Carolina claims of WestPoint Stevens. The new TPA is Key Risk Management Services here in Columbia, SC. You will be getting a call from either Connie Soles, Janeen Cantillion or Becky Beatson at Key Risk concerning their retrieval from you of the open claims files for South Carolina. Your cooperation with this matter is appreciated. WC Smith, SCWCC

-----Original Message-----
From: Kirby,Dan Phillip [mailto:DKIRBY@stpaultravelers.com]
Sent: Monday, August 15, 2005 3:35 PM
To: Smith, W. C.
Subject: FW: WestPoint Stevens

W.C.,
Just got off the phone. They will have something for all us in 24 hours. That is all I know for sure at this point. They are in deliberations as to the final details. I will keep you posted. Dan

Dan P. Kirby
Claim Account Executive
Alpharetta, GA
770-521-3587
678-877-7030 Cell

-----Original Message-----
From: Kirby,Dan Phillip
Sent: Friday, August 12, 2005 11:34 AM
To: 'Smith, W. C.'
Subject: RE: WestPoint Stevens

Here you go W.C. Thanks, Dan

Dan P. Kirby
Claim Account Executive
Alpharetta, GA
770-521-3587
678-877-7030 Cell

-----Original Message-----
From: Smith, W. C. [mailto:WSmith@wcc.state.sc.us]
Sent: Friday, August 12, 2005 11:30 AM
To: Kirby,Dan Phillip
Subject: WestPoint Stevens

Dan, please send me a list of the open claims and reserves for Westpoint Stevens for South Carolina. Thank You! WC Smith, SCWCC

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This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of this

communication is STRICTLY PR...BITED. If you have received this communication in error, please notify the sender immediately by return e-mail message and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

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The St. Paul Travelers e-mail system made this annotation on 08/15/05, 15:35:03.

Contract
for
Westpoint Stevens-SCWCC
South Carolina run-off

Prepared by
Key Risk Management Services
Post Office Box 49129
Greensboro, NC 27419
800.366.1511

KEY RISK MANAGEMENT SERVICES, INC.
PROFESSIONAL SERVICES CONTRACT

SCOPE OF WORK

Key Risk Management Services, Inc. shall render all the services specified in Exhibit A, attached hereto and made a part hereof. The services shall be performed in accordance with such requirements or restrictions as may be lawfully imposed by governmental authority and shall exclude any activities that may be deemed the practice of law.

CONTRACT PRICE

South Carolina Workers' Compensation Commission for Westpoint Stevens (hereafter referred to as "Client"), shall pay Key Risk Management Services, Inc. for its performance under this contract in accordance with the schedule contained in Exhibit B, attached hereto and made a part hereof. Unless otherwise specifically provided in Exhibit B, the scheduled payments include the cost of all labor, equipment, materials and travel required to complete the services described in Exhibit A.

BILLING AND PAYMENT

Key Risk Management Services, Inc. shall submit invoices for all work performed under this contract. Invoices against this contract shall indicate the work performed for which billing is rendered, shall be in accordance with the schedule of payments in Exhibit B, and shall be submitted to the following: W. C. Smith, SCWCC, P. O. Box 1715, Columbia, SC 29202.

DURATION

This contract applies to all work performed by Key Risk Management Services, Inc. which is described in Exhibit A hereto, whether performed in anticipation of or following the execution of this contract, the initial contract term of this contract shall begin on September 1, 2005, and shall expire on August 31, 2006.

Upon expiration of the initial contract term, the contract shall automatically renew itself from year-to-year subject to termination by either party upon ninety (90) days written notice. Either party may, at the end of the first nine (9) months, give written notice of its intention to terminate at the end of the initial contract term. When this contract is terminated, then and in that event, the parties shall make an adjustment to the payment schedule in Exhibit B to reflect the amount Key Risk Management Services, Inc. is entitled to receive under this contract for services performed prior to the date of termination. Thereafter, Client shall pay Key Risk Management Services, Inc. monies due and owing after such adjustment, if any, or Key Risk Management Services, Inc. shall refund monies due and owing Client after such adjustment, if any.

CONFIDENTIAL INFORMATION

Any payroll information or other technical or business information ("Information") furnished or disclosed hereunder is the property of Client and shall be deemed confidential to Client and shall be returned to Client at the conclusion of this contract, or shall be destroyed. If such information is known to the public Key Risk Management Services, Inc. is free of any obligation to keep it confidential. Information subsequently made public need not be held in confidence by Key Risk Management Services, Inc.

Key Risk Management Services will maintain all claim files and all records in such a manner that Client can be given a copy of its files and records in the format in which the information is maintained by KRMS. All computerized information shall be provided in a tape, disc, or other electronic format. All other information shall be provided in hard copy form. Records and files shall be provided to Client upon demand and shall be at the expense of Client, if any expense is incurred. Such demands for the files, records, reports or other information shall be made in writing and demanded items shall be delivered to Client within thirty (30) days of such demand.

RELATIONSHIP

Key Risk Management Services, Inc. shall exercise full control and direction over the subcontractors and employees of Key Risk Management Services, Inc. performing the work covered by this contract.

Neither Key Risk Management Services, Inc. nor its employees, agents or subcontractors shall be deemed to be employees of Client. It is understood that Key Risk Management Services, Inc. is an independent contractor for all purposes

and at all times. Key Risk Management Services, Inc. is wholly responsible for withholding and payment of all federal, state and local income and other payroll taxes with respect to its employees.

INDEMNIFICATION

Key Risk shall indemnify, defend and hold harmless, Client , its officers, directors, employees, agents and assigns with respect to any claims, demands, actions, damages, costs and expenses resulting from any errors, omissions, torts, intentional torts, or other negligence of Key Risk, its servants, agents, employees, associates or subcontractors. Client shall indemnify, defend and hold harmless, Key Risk, its officers, directors, employees, agents and assigns with respect to any claims, demands, actions, damages, costs and expenses to the extent resulting from the instructions or acts of Client.

EXHIBIT A

SERVICE ELEMENTS

This is the Exhibit A referred to in the foregoing Contract between Client and Key Risk Management Services, Inc. and sets forth the principal services to be performed under this Contract.

Key Risk Management Services, Inc. will perform the following services:

1. Assume the administration of all South Carolina claims of Client open on the effective date of the contract or reported after the effective date of the contract.

2. Investigate, adjust and notify Client of questionable or improper claims before undertaking further activity.

3. After auditing medical bills for conformity to accepted reasonable fee schedules, Key Risk Management Services, Inc. will tabulate and approve for payment all medical, hospital, compensation, and other benefits required by the Workers' Compensation Law, which shall be paid in accordance with the procedure agreed upon by the parties hereto.

4. Utilize the services of outside medical resources or advisory bodies with Client's approval.

5. Upon approval, potential rehabilitation cases can be recommended to firms known to develop rehabilitation plans with realistic goals. Key Risk Management Services, Inc. will direct and monitor all cases for effectiveness and cost containment.

6. Establish the amount of and revise claim reserves.

7. Where necessary, contact claimants to obtain needed information, assure medical treatment, answer questions and encourage positive resolution.

8. Utilize an appropriate payment system in accordance with Client's fiscal policies, procedures and state requirements.

9. Maintain a current roster of physicians and/or medical specialists who provide initial treatment or specialty care. Consultations will be arranged as

needed.

10. Recommend experienced and qualified legal counsel for Client's approval where needed for the defense of litigated workers' compensation claims. Key Risk Management Services, Inc. will provide all pertinent information to the participant's legal counsel necessary to accommodate scheduled hearings before the SC Workers' Compensation Commission.

11. Initiate subrogation proceedings in making reasonable administrative efforts to recover from third parties, benefits paid under this program for which they may be legally liable; and cooperate with such legal counsel as may be designated in any legal action as may be necessary to effect such recovery.

12. Recommend specialized professional investigative services where needed.

13. Furnish statistical reports showing open and closed claims by location and a tabulation of all payments made and reserves set up for benefits and expenses because of occupational injuries sustained by employees.

14. Key Risk Management Services, Inc. will file and report all necessary notices to the Excess Insurance carrier.

15. As agreed upon, Key Risk Management Services, Inc. will compile and file all notices and reports required under the Workers' Compensation Statutes of the State of South Carolina.

EXHIBIT B

FEES AND REIMBURSABLE EXPENSES

This is the Exhibit B referred to in the foregoing Contract between Client and Key Risk Management Services, Inc. and shows the amounts to be paid to Key Risk Management Services, Inc. for the various services to be performed under this Contract.

Client agrees to pay Key Risk Management Services, Inc. following receipt and acceptance by Client of invoices for work performed hereunder as follows:

The fee for the services to be provided shall be $595 per indemnity claim and $125 per medical only claim received during the agreement period. For claims originally identified and billed as medical only claims that later convert to indemnity claims, there will be an additional charge of $470 which represents the difference between the medical only fee and the indemnity fee.

Invoice will be issued on all claims received at inception of the contract. KRMS is instructed to issue check for payment of services out of trust account set up to pay claims. Thereafter, KRMS will invoice quarterly for any new claims received and issue check from Trust account. Invoices are payable within thirty (30) days from the date of receipt. There is an annual administrative fee of $2,500.

There is an additional fee of $300 per claim for each year a claim remains open after one year.

The fee for Subrogation recoveries is 20% of net recovery. Net recovery is actual recovery less allocated expenses incurred by client related to the subrogation. Any recovery fee earned by KRMS will be charged to the claim as an allocated expense at the time the subrogation check is received and is forwarded to the client or returned to client's Trust account.

Billing for services performed during a period of less than a calendar month is prorated.

The amount of any fees for additional services which were contracted in excess of the above will be paid by Client within sixty (60) days after an accounting of all fees and expenses by Key Risk Management Services, Inc. is forwarded to Client. This accounting will be furnished as soon as practicable after the expiration of the contract year.

Allocated Expenses

In addition to the amounts charged per the fee schedule, Client will be responsible for allocated expenses with prior approval. These are defined as medical bill audit/review services including PPO/Network savings (This excludes fees associated with PPO savings for providers owned by McLeod Health), pre-certification fees, indexing, nurse review savings and per line bill payment processing, fees and expenses; fees for services of process; fees paid to independent claim adjusters or claim investigators handling claims involving the client, fees to attorneys' costs of undercover operative and detective services; cost of employing experts for preparation of maps, photographs, diagrams, chemical or physical analysis; advice, opinion or testimony concerning claims under investigation or in litigation; court costs, costs for legal transcripts of testimony taken at coroners' inquests, criminal or civil proceedings; costs for copies of any public records; costs of depositions and court reported or recorded statements; and any other similar fee, extraordinary travel expenses incurred by KRMS at the request of the Client; cost or expense reasonably charged for investigation, negotiation, settlement or defense of a claim or loss or to the protection and perfection of the subrogation rights of a client.

If this offer is not accepted within ninety (90) days following the proposal date, the offer shall expire. In the event this service contract is discontinued, Key Risk Management Services, Inc. will return all of the open claim files at the time of termination. Key Risk Management Services will continue to handle such open files at the time of termination for an additional fee to be agreed upon at that time.

EXECUTION OF CONTRACT

This contract is entered into as outlined in pages one through eight of the foregoing contract between South Carolina Workers' Compensation Commission for Westpoint Stevens and Key Risk Management Services, Inc.

Key Risk Management Services, Inc.	South Carolina Workers' Compensation Commission for Westpoint Stevens
Anne H Myers	W.C. Smith
(Signature)	(Signature)
Anne H. Myers	W.C. Smith, III
Printed Name	Printed Name
Senior Vice President, Alt.Risk Svs.	Director - Self-Insurance
Title	Title
9/30/05	9-20-05
Date	Date

Contacts for South Carolina Workers' Compensation Commission
(Westpoint Stevens Run-off)
At Key Risk Management Services
(803) 252-1777

Workers' Compensation Claims Manager	Saundra Hartsfield (Raleigh, Extension 7619)
Workers' Compensation Claims Supervisor	Connie Soles (Columbia, Extension 7811)
Workers' Compensation Claims Adjuster	Becky Beatson (Columbia, Extension 7815)
Billing/Accounting	Mary Watkins (Extension 7503)
Reports / Customer Service	Erica Ingram (Extension 7417)
Account Executive	Janeen Cantillion (Columbia, Extension 7812)
Manager, Alternative Risk Services	Carolyn Rhodes (Extension 7386)
Senior Vice President, Alternative Risk Services	Anne Myers (Extension 7327)
President, CEO	Joe Sykes (Extension 7347)

Key Risk Management Services, Inc. Offices:

Post Office Box 49129
Greensboro, NC 27419
800.942.0225 phone

Post Office Box 2670
Alpharetta, GA 30023
888. 416.6191 phone

Post Office Box 1959
Columbia, SC 29202
800.605.7366 phone

3514 Bush Street, Suite 103
Raleigh, NC 27609
888.876.8611 phone

Post Office Box 25579
Richmond, VA 23260
866.323.8955 phone

4944 Parkway Plaza Blvd
Suite 480
Charlotte, NC 28217
866.323.8955 phone

Policy Number	Employer Name	Employee First Name	Employee Last Name	Claim Number	Claim Status	Date of Accident	Date Reported to Employer
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	JOHNNIE	ALLEN	9059229	Closed	2004-10-21	2004-11-19
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	LARRY	BOWERS	9059232	Closed	2003-07-18	2003-07-18
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	CHARLES	BRYANT	9059236	Closed	2002-07-02	2002-07-02
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	FRANCES	RICHARDSON	9059249	Closed	2004-08-06	2004-08-06
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	VENNIE	SADDLER	9059253	Closed	2004-03-16	2004-03-26
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	MILFORD	CARTER	9059256	Closed	2004-08-10	2004-08-10
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	FRED	SMITH	9059257	Closed	2004-06-17	2004-06-17
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	CAPRINA	HENDERSON	9059261	Closed	2003-10-27	2003-10-27
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	DOVIE	GRAHAM	9059263	Closed	2003-06-20	2003-06-20
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	MARION	HOWARD	9059266	Closed	2000-05-05	2000-05-05
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	ELAINE	O'KELLEY	9059270	Closed	2001-03-28	2002-09-09
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	KENNETH	JAMES	9059278	Closed	2005-03-11	2005-03-11
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	THOMAS	LEWIS	9059280	Closed	2005-05-23	2005-05-23
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	NATHAN	LOONEY	9059289	Closed	2002-10-09	2002-10-09
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	BOBBY	MARTIN	9059294	Closed	2005-04-14	2005-04-14
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	SAMUEL	MCCLAIN	9059309	Closed	2002-09-13	2002-09-13
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	GLORIA	MOORE	9059311	Closed	2005-01-15	2005-01-15
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	ANNETTE	SHAW	9059314	Closed	2005-01-04	2005-01-04
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	KEVIN	SHAW	9059315	Closed	2005-02-15	2005-02-15
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	JOHN	STEPHENS	9059319	Closed	2003-09-03	2005-06-15
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	ANTHONY	LEE	11057429	Closed	1997-11-13	1997-11-15
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	SABRINA	WHARTON	11057435	Closed	2005-04-07	2005-04-07
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	BOBBY	JUSTICE	11057442	Closed	2002-05-06	2002-05-06
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	HARRY	WOOD	11057445	Closed	1999-02-25	1999-02-25
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	PHYLLIS	LAWLESS	1064322	Closed	2005-03-01	2005-03-01
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	LILLIE	MERCK	3061506	Closed	2005-04-05	2006-04-07
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	JACK	HERRING	3061510	Closed	2005-05-12	2005-05-12
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	ERNESTINE	REID	6063665	Closed	2003-09-02	2003-09-09
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	RAQUEL	HUNTER	6064125	Closed	2004-01-05	2004-04-29

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114-00001-00	WESTPOINT STEVENS-SC WC COMP C	JOHN	EASTERLING	6064128	Closed	2005-06-27	2005-07-01
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	LINDA	BROWN	6064130	Closed	2001-10-15	2001-10-16
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	RONALD	WIRTZ	6064475	Closed	2003-06-30	2006-06-21
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	SHIRLEY	JETER	9113520	Closed	2001-01-01	2011-09-22
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	ETHEL	JOHNSON	9114169	Closed	2001-09-19	2011-09-19
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	VIRGINIA	PEAKE	9114191	Closed	2001-01-01	2011-01-01
114-00001-00	WESTPOINT STEVENS-SC WC COMP C	AZALEE	ARMSTRONG	9114198	Closed	2001-01-01	2001-01-01
						Total	

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Date Carrier Received	Accident Description	Claim Type	Nature of Injury	Injured Body Parts	Cause of Injury	Indemnity Paid
2005-09-16	TRIPPED OVER AIRHOSE W	Compensation	CONTUSION	SHOULDER - ARMPIT, F	FALL, SLIP OR TRIP	34032.00
2005-09-16	SLIPPED IN WATER, FELL B	Compensation	CONTUSION	HEAD	FALL, SLIP OR TRIP	180000.00
2005-09-16	ALLEGED HEART & LUNG II	Compensation	RESPIRATORY DISORDEI	LUNGS	MISCELLANEOUS CAUS	0.00
2005-09-16	STRAIGHTENING SALVAGE	Compensation	CONTUSION	HAND - METACARPALS	CAUGHT IN OR BETWEI	18954.14
2005-09-16	STEPPED IN ANTIFREEZE &	Compensation	OTHER SPECIFIC INJURII	KNEE(S)	FALL, SLIP OR TRIP	22295.01
2005-09-16	CHANGING BALLIST, FLOUI	Compensation	ELECTRIC SHOCK	HAND - METACARPALS	MISCELLANEOUS CAUS	152917.61
2005-09-16	ROLL FELL ON EE'S RIGHT H	Compensation	FRACTURE	HAND - METACARPALS	STRUCK OR INJURED B'	15111.58
2005-09-16	METAL BAR CAME LOOSE /	Compensation	CONTUSION	HEAD	STRUCK OR INJURED B'	5000.00
2005-09-16	BENDING OVER SOME BOX	Compensation	SPRAIN	UPPER BACK - THORAC	STRAIN OR INJURED BY	28568.99
2005-09-16	WORKING W/SLASHER SIZI	Compensation	CONTUSION	LOWER BACK - LUMBA	FALL, SLIP OR TRIP	23928.18
2005-09-16	ALLEGES ILLNESS RELATED	Compensation	BYSSINOSIS (COTTON, F	LUNGS	MISCELLANEOUS CAUS	9970.00
2005-09-16	TRYING TO TREAD ROLLER	Compensation	BURN	LOWER LEG - TIBIA, FIE	BURN/SCALD; HEAT/CC	2062.48
2005-09-16	LIFTING ROLL OF CLOTH OI	Compensation	STRAIN	LOWER BACK - LUMBA	FALL, SLIP OR TRIP	26712.89
2005-09-16	SLIPPED ON SUPPLY ROOM	Compensation	CONTUSION	HIP(S)	FALL, SLIP OR TRIP	139995.04
2005-09-16	USING HOT WATER HOSE T	Compensation	BURN	ABDOMEN (EXCLUDIN(	BURN/SCALD; HEAT/CC	7048.65
2005-09-16	PULLING BEAM ON CREEL,	Compensation	FRACTURE	PELVIS	STRUCK OR INJURED B'	20354.59
2005-09-16	REACHING TO LET ROW OF	Compensation	FRACTURE	WRIST - CARPALS	FALL, SLIP OR TRIP	34953.87
2005-09-16	TRIPPED AND FELL IN PARI	Compensation	CONTUSION	SHOULDER - ARMPIT, F	FALL, SLIP OR TRIP	8580.86
2005-09-16	SLIPPED IN WATER ON FLC	Compensation	STRAIN	KNEE(S)	FALL, SLIP OR TRIP	0.00
2005-09-16	ALLEGES HEAVY LIFTING, B	Compensation	STRAIN	LOWER BACK - LUMBA	STRAIN OR INJURED BY	24000.00
2005-11-14	CAUGHT RT FOOT BETWEE	Compensation	FRACTURE	FOOT - METATARSALS,	CAUGHT IN OR BETWEI	12988.08
2005-11-14	HAND GOT CAUGHT BETW	Medical	CONTUSION	HAND - METACARPALS	CAUGHT IN OR BETWEI	0.00
2005-11-14	TRIPPED & FELL ON UNEVE	Compensation	FRACTURE	HIP(S)	FALL, SLIP OR TRIP	49991.15
2005-11-14	MOVING ROLLS IN STEAMI	Compensation	STRAIN	LOWER BACK - LUMBA	STRAIN OR INJURED BY	52452.35
2006-01-17	REACHING FOR SOME CAR	Medical	CONTUSION	ELBOW	FALL, SLIP OR TRIP	0.00
2006-03-13	EMPLOYEE FELL IN PARKIN	Medical	CONTUSION	HEAD	FALL, SLIP OR TRIP	0.00
2006-03-13	EMPLOYEE SLIPPED ON CA	Medical	CONTUSION	LUMBAR, SACRAL VER	FALL, SLIP OR TRIP	0.00
2006-06-13	WALKED AROUND LOOM,	Compensation	STRAIN	HIP(S)	FALL, SLIP OR TRIP	15000.00
2006-06-16	EE STATED SHE INJURED H	Compensation	STRAIN	LUMBAR, SACRAL VER	STRAIN OR INJURED BY	10000.00

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2006-06-16	WHILE USING CHAIN HOIS	Medical	LACERATION	HAND - METACARPALS	STRUCK OR INJURED B' 0.00
2006-06-16	EE WAS WASHING BARREL	Compensation	STRAIN	SHOULDER - ARMPIT, F	STRAIN OR INJURED BY 13584.06
2006-06-21	EE SLIPPED AND FELL FRO	Compensation	FRACTURE	FOOT - METATARSALS,	FALL, SLIP OR TRIP 126132.32
2011-09-22	ALLEGED ASBESTOS EXPOS	Medical	ASBESTOSIS	LUNGS	MISCELLANEOUS CAUS 0.00
2011-09-26	CLMT ALLEGED EXPOSURE	Medical	ASBESTOSIS	LUNGS	MISCELLANEOUS CAUS 0.00
2011-09-26	CLMT ALLEGED ASBESTOS	Medical	ASBESTOSIS	LUNGS	MISCELLANEOUS CAUS 0.00
2011-09-26	CLMT ALLEGES ASBESTOS I	Medical	ASBESTOSIS	LUNGS	MISCELLANEOUS CAUS 0.00

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Indemnity Reserve	Indemnity Incurred	Medical Paid	Medical Reserve	Medical Incurred	Expense Paid	Expense Reserve	Expense Incurred	Total Paid	Total Reserve	Total Recovery	Total Incurred
0.00	34032.00	30596.07	0.00	30596.07	2483.50	0.00	2483.50	67111.57	0.00	0.00	67111.57
0.00	180000.00	84181.52	0.00	84181.52	11841.01	0.00	11841.01	276022.53	0.00	0.00	276022.53
0.00	0.00	0.00	0.00	0.00	3736.42	0.00	3736.42	3736.42	0.00	0.00	3736.42
0.00	18954.14	9057.58	0.00	9057.58	1953.90	0.00	1953.90	29965.62	0.00	0.00	29965.62
0.00	22295.01	11282.78	0.00	11282.78	3601.43	0.00	3601.43	37179.22	0.00	0.00	37179.22
0.00	152917.61	1625.45	0.00	1625.45	2579.41	0.00	2579.41	157122.47	0.00	0.00	157122.47
0.00	15111.58	18258.79	0.00	18258.79	1659.06	0.00	1659.06	35029.43	0.00	0.00	35029.43
0.00	5000.00	9955.99	0.00	9955.99	4225.17	0.00	4225.17	19181.16	0.00	0.00	19181.16
0.00	28568.99	1229.00	0.00	1229.00	5769.30	0.00	5769.30	35567.29	0.00	0.00	35567.29
0.00	23928.18	8599.67	0.00	8599.67	2425.13	0.00	2425.13	34952.98	0.00	0.00	34952.98
0.00	9970.00	0.00	0.00	0.00	11769.40	0.00	11769.40	21739.40	0.00	0.00	21739.40
0.00	2062.48	1035.74	0.00	1035.74	159.70	0.00	159.70	3257.92	0.00	0.00	3257.92
0.00	26712.89	15783.98	0.00	15783.98	5813.97	0.00	5813.97	48310.84	0.00	0.00	48310.84
0.00	139995.04	66580.70	0.00	66580.70	7954.37	0.00	7954.37	214530.11	0.00	0.00	214530.11
0.00	7048.65	688.93	0.00	688.93	1356.53	0.00	1356.53	9094.11	0.00	0.00	9094.11
0.00	20354.59	88982.92	0.00	88982.92	14734.32	0.00	14734.32	124071.83	0.00	0.00	124071.83
0.00	34953.87	22875.66	0.00	22875.66	1492.92	0.00	1492.92	59322.45	0.00	0.00	59322.45
0.00	8580.86	2070.18	0.00	2070.18	627.20	0.00	627.20	11278.24	0.00	0.00	11278.24
0.00	0.00	243.25	0.00	243.25	48.26	0.00	48.26	291.51	0.00	0.00	291.51
0.00	24000.00	0.00	0.00	0.00	3595.91	0.00	3595.91	27595.91	0.00	0.00	27595.91
0.00	12988.08	3325.67	0.00	3325.67	206.88	0.00	206.88	16520.63	0.00	0.00	16520.63
0.00	0.00	125.50	0.00	125.50	0.14	0.00	0.14	125.64	0.00	0.00	125.64
0.00	49991.15	84449.78	0.00	84449.78	5445.63	0.00	5445.63	139886.56	0.00	0.00	139886.56
0.00	52452.35	30304.34	0.00	30304.34	8718.20	0.00	8718.20	91474.89	0.00	0.00	91474.89
0.00	0.00	298.06	0.00	298.06	70.69	0.00	70.69	368.75	0.00	0.00	368.75
0.00	0.00	498.38	0.00	498.38	208.04	0.00	208.04	706.42	0.00	0.00	706.42
0.00	0.00	1601.41	0.00	1601.41	86.88	0.00	86.88	1688.29	0.00	0.00	1688.29
0.00	15000.00	5967.79	0.00	5967.79	7663.33	0.00	7663.33	28631.12	0.00	0.00	28631.12
0.00	10000.00	0.00	0.00	0.00	2360.36	0.00	2360.36	12360.36	0.00	0.00	12360.36

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0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	13584.06	19586.43	0.00	19586.43	5825.35	0.00	5825.35	38995.84	0.00	0.00	38995.84
0.00	126132.32	30780.72	0.00	30780.72	6405.76	0.00	6405.76	163318.80	0.00	0.00	163318.80
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
								$ 1,709,438.31	0.00	0.00	$ 1,709,438.31

APPENDIX_000815

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	3061510	2005-05-12	JACK HERRING	0	2006-03-15	PD TO DATE BY PRIOR CARRIER	2005-05-13	2005-07-20	1,495.21	Adjustment	Medical
114-00001-00	3061510	2005-05-12	JACK HERRING	0	2006-03-15	OTHER PYMNTS BY PRIOR CARRIER	2005-05-13	2005-07-20	67.58	Adjustment	Expense
114-00001-00	3061510	2005-05-12	JACK HERRING	265221	2006-05-01	PPO SERVICE	2006-04-01	2006-04-30	3.30	Check	Expense Fees
114-00001-00	3061510	2005-05-12	JACK HERRING	265080	2006-04-28	BILL REVIEW SERVICE	2006-04-27	2006-04-27	16.00	Check	Expense Fees
114-00001-00	3061510	2005-05-12	JACK HERRING	264969	2006-04-27	ANMED HEALTH CLEMSON FAMILY	2005-05-31	2005-05-31	44.10	Check	Medical Office Visit
114-00001-00	3061510	2005-05-12	JACK HERRING	264969	2006-04-27	ANMED HEALTH CLEMSON FAMILY	2005-06-13	2005-06-13	62.10	Check	Medical Office Visit

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	11057435	2005-04-07	SABRINA WHARTON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	0.14	Adjustment	Expense
114-00001-00	11057435	2005-04-07	SABRINA WHARTON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	125.5	Adjustment	Medical

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059314	2005-01-04	ANNETTE SHAW	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	2,046.72	Adjustment	Medical
114-00001-00	9059314	2005-01-04	ANNETTE SHAW	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	143.58	Adjustment	Expense
114-00001-00	9059314	2005-01-04	ANNETTE SHAW	250894	2005-09-30	SHAW, ANNETTE E.	2005-07-06	2005-07-06	23.46	Check	Medical Travel
114-00001-00	9059314	2005-01-04	ANNETTE SHAW	257892	2006-01-10	ANNETTE E SHAW	2006-01-06	2006-01-06	8,580.86	Check	Indemnity Perm Partial
114-00001-00	9059314	2005-01-04	ANNETTE SHAW	265480	2006-05-04	TURNER, PADGET, GRAHAM &	2006-01-09	2006-02-15	483.62	Check	Expense Legal

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059315	2005-02-15	KEVIN SHAW	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	243.25	Adjustment	Medical Expense
114-00001-00	9059315	2005-02-15	KEVIN SHAW	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	48.26	Adjustment	

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059229	2004-10-21	JOHNNIE ALLEN	0	2005-09-30	PREVIOUS PD	0000-00-00	0000-00-00	11,570.88	Adjustment	Indemnity
114-00001-00	9059229	2004-10-21	JOHNNIE ALLEN	0	2005-09-01	PREV PAID	0000-00-00	0000-00-00	30,521.17	Adjustment	Medical
114-00001-00	9059229	2004-10-21	JOHNNIE ALLEN	0	2005-09-01	PREV PAID	0000-00-00	0000-00-00	1,750.61	Adjustment	Expense
114-00001-00	9059229	2004-10-21	JOHNNIE ALLEN	251882	2005-10-13	JOHNNIE M ALLEN	2005-10-12	2005-10-12	22,461.12	Check	Indemnity Settlement
114-00001-00	9059229	2004-10-21	JOHNNIE ALLEN	252176	2005-10-18	SOUTHERN REHABILITATION	2005-08-19	2005-09-02	74.90	Check	Medical Rehab
114-00001-00	9059229	2004-10-21	JOHNNIE ALLEN	257726	2006-01-06	TURNER, PADGET, GRAHAM &	2005-10-12	2005-11-03	732.89	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	491.88	Adjustment	Medical
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	31.09	Adjustment	Expense
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	254665	2005-11-17	BOBBY MARTIN	2005-11-14	2005-11-14	7,048.65	Check	Indemnity Settlement
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	263395	2006-04-03	PPO SERVICE	2006-03-01	2006-03-31	3.58	Check	Expense Fees
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	261691	2006-03-08	BILL REVIEW SERVICE	2006-03-07	2006-03-07	24.00	Check	Expense Fees
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	261488	2006-03-07	ANMED HEALTH CLEMSON FAMILY	2005-04-20	2005-04-20	53.10	Check	Medical Surgery
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	261488	2006-03-07	ANMED HEALTH CLEMSON FAMILY	2005-08-05	2005-08-05	62.10	Check	Medical Office Visit
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	261465	2006-03-07	J. BARRY BISHOP	2005-10-25	2005-10-25	47.00	Check	Medical Office Visit
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	257238	2005-12-27	SMART DOCUMENT SOLUTIONS, LLC	2005-10-26	2005-10-26	34.85	Check	Medical Misc
114-00001-00	9059294	2005-04-14	BOBBY MARTIN	260949	2006-02-27	WILLSON, JONES, CARTER &	2005-10-12	2005-12-05	1,297.86	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059278	2005-03-11	KENNETH JAMES	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	710.48	Adjustment	Medical
114-00001-00	9059278	2005-03-11	KENNETH JAMES	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	75.53	Adjustment	Expense
114-00001-00	9059278	2005-03-11	KENNETH JAMES	264062	2006-04-12	JAMES, KENNETH L.	2005-03-11	2005-04-13	189.75	Check	Medical Travel
114-00001-00	9059278	2005-03-11	KENNETH JAMES	263993	2006-04-11	KENNETH L JAMES	2006-04-03	2006-04-03	2,062.48	Check	Indemnity Disfigurement
114-00001-00	9059278	2005-03-11	KENNETH JAMES	263395	2006-04-03	PPO SERVICE	2006-03-01	2006-03-31	1.37	Check	Expense Fees
114-00001-00	9059278	2005-03-11	KENNETH JAMES	261691	2006-03-08	BILL REVIEW SERVICE	2006-03-07	2006-03-07	8.00	Check	Expense Fees
114-00001-00	9059278	2005-03-11	KENNETH JAMES	261488	2006-03-07	ANMED HEALTH CLEMSON FAMILY	2005-04-13	2005-04-13	44.10	Check	Medical Office Visit
114-00001-00	9059278	2005-03-11	KENNETH JAMES	264061	2006-04-12	RAMSEY ADJUSTMENT SERVICE,INC	2005-03-11	2006-03-29	75.00	Check	Expense Adjusting Firm
114-00001-00	9059278	2005-03-11	KENNETH JAMES	258283	2006-01-17	HUBBARD/YOUNG PHARMACY	2005-03-21	2005-03-31	91.41	Check	Medical Pharmacy

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	3061506	2005-04-05	LILLIE MERCK	0	2006-03-15	MED PYMNTS BY PRIOR CARRIER	2005-04-05	2005-04-20	392.18	Adjustment	Medical
114-00001-00	3061506	2005-04-05	LILLIE MERCK	0	2006-03-15	OTHER PYMNTS BY PRIOR CARRIER	2005-04-05	2005-04-20	188.74	Adjustment	Expense
114-00001-00	3061506	2005-04-05	LILLIE MERCK	263395	2006-04-03	PPO SERVICE	2006-03-01	2006-03-31	3.30	Check	Expense Fees
114-00001-00	3061506	2005-04-05	LILLIE MERCK	263220	2006-03-30	BILL REVIEW SERVICE	2006-03-29	2006-03-29	16.00	Check	Expense Fees
114-00001-00	3061506	2005-04-05	LILLIE MERCK	263052	2006-03-29	ANMED HEALTH CLEMSON FAMILY	2005-04-06	2005-04-06	62.10	Check	Medical Office Visit
114-00001-00	3061506	2005-04-05	LILLIE MERCK	263052	2006-03-29	ANMED HEALTH CLEMSON FAMILY	2005-04-07	2005-04-07	44.10	Check	Medical Office Visit

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	1064322	2005-03-01	PHYLLIS LAWLESS	0	2006-03-08	MED PYMNTS MADE BY TRAVELERS	0000-00-00	0000-00-00	233.26	Adjustment	Medical
114-00001-00	1064322	2005-03-01	PHYLLIS LAWLESS	0	2006-03-08	OTHER PYMNTS MADE BY TRAVELERS	0000-00-00	0000-00-00	60.67	Adjustment	Expense
114-00001-00	1064322	2005-03-01	PHYLLIS LAWLESS	263395	2006-04-03	PPO SERVICE	2006-03-01	2006-03-31	2.02	Check	Expense Fees
114-00001-00	1064322	2005-03-01	PHYLLIS LAWLESS	261925	2006-03-10	BILL REVIEW SERVICE	2006-03-09	2006-03-09	8.00	Check	Expense Fees
114-00001-00	1064322	2005-03-01	PHYLLIS LAWLESS	261770	2006-03-09	ANMED HEALTH CLEMSON FAMILY	2005-12-05	2005-12-05	64.80	Check	Medical Office Visit

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059319	2003-09-03	JOHN STEPHENS	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	108.42	Adjustment	Expense
114-00001-00	9059319	2003-09-03	JOHN STEPHENS	253696	2005-11-04	JOHN E STEPHENS	2005-11-02	2005-11-02	24,000.00	Check	Indemnity Settlement
114-00001-00	9059319	2003-09-03	JOHN STEPHENS	253411	2005-11-01	BOWEN COURT REPORTING SERVICE	2005-09-08	2005-09-08	431.25	Check	Expense Mediation Fee
114-00001-00	9059319	2003-09-03	JOHN STEPHENS	259572	2006-02-07	WILLSON, JONES, CARTER &	2005-07-12	2005-09-12	1,826.68	Check	Expense Legal
114-00001-00	9059319	2003-09-03	JOHN STEPHENS	259572	2006-02-07	WILLSON, JONES, CARTER &	2005-09-09	2005-10-12	292.50	Check	Expense Legal
114-00001-00	9059319	2003-09-03	JOHN STEPHENS	260261	2006-02-15	WILLSON, JONES, CARTER &	2005-10-14	2006-01-09	937.06	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	8,494.99	Adjustment	Medical
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	2,770.67	Adjustment	Expense
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	265648	2006-05-08	CAPRINA HENDERSON	2006-05-05	2006-05-05	5,000.00	Check	Indemnity Settlement
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	258568	2006-01-20	CLEMSON NEVROLOGY	2005-10-28	2005-10-28	101.70	Check	Medical Office Visit
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	256520	2005-12-15	CLEMSON NEVROLOGY	2005-11-18	2005-11-18	20.85	Check	Medical Misc
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	261478	2006-03-07	SPARTANBURG NEUROLOGICAL SVC	2006-01-30	2006-01-30	201.24	Check	Medical Office Visit
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	262582	2006-03-22	SPARTANBURG NEUROLOGICAL SVC	2006-02-07	2006-02-07	1,125.00	Check	Medical Second Opinion
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	253205	2005-10-28	THIRD PARTY SOLUTIONS	2005-09-16	2005-09-16	12.21	Check	Medical Pharmacy
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	0	2006-06-29	THIRD PARTY SOLUTIONS	2005-09-20	2005-09-20	-	Check	Medical Pharmacy
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	261799	2006-03-09	WILLSON, JONES, CARTER &	2005-09-22	2005-11-23	155.00	Check	Expense Legal
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	265816	2006-05-10	WILLSON, JONES, CARTER &	2005-11-28	2006-02-07	427.00	Check	Expense Legal
114-00001-00	9059261	2003-10-27	CAPRINA HENDERSON	268466	2006-06-21	WILLSON, JONES, CARTER &	2006-02-27	2006-05-11	872.50	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059257	2004-06-17	FRED SMITH	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	17,240.01	Adjustment	Medical
114-00001-00	9059257	2004-06-17	FRED SMITH	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,659.06	Adjustment	Expense
114-00001-00	9059257	2004-06-17	FRED SMITH	265264	2006-05-02	SMITH, FRED	2005-11-01	2006-02-06	87.98	Check	Medical Travel
114-00001-00	9059257	2004-06-17	FRED SMITH	270534	2006-07-26	FRED SMITH	2006-07-25	2006-07-25	15,111.58	Check	Indemnity Perm Partial
114-00001-00	9059257	2004-06-17	FRED SMITH	267843	2006-06-12	OAKWOOD ORTHOPAEDIC CLINIC, PA	2004-10-26	2004-10-26	64.80	Check	Medical Office Visit
114-00001-00	9059257	2004-06-17	FRED SMITH	257100	2005-12-22	OAKWOOD ORTHOPAEDIC CLINIC, PA	2005-11-01	2005-11-01	636.00	Check	Medical Office Visit
114-00001-00	9059257	2004-06-17	FRED SMITH	261247	2006-03-02	MEDIVISION-WALHALLA	2005-11-16	2005-11-16	201.00	Check	Medical Office Visit
114-00001-00	9059257	2004-06-17	FRED SMITH	261247	2006-03-02	MEDIVISION-WALHALLA	2006-02-06	2006-02-06	29.00	Check	Medical Office Visit

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059256	2004-08-10	MILFORD CARTER	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	152,917.61	Adjustment	Indemnity
114-00001-00	9059256	2004-08-10	MILFORD CARTER	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,625.45	Adjustment	Medical
114-00001-00	9059256	2004-08-10	MILFORD CARTER	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	2,579.41	Adjustment	Expense

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,712.89	Adjustment	Indemnity
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	273797	2006-09-15	THOMAS LEWIS	2006-09-12	2006-09-12	25,000.00	Check	Indemnity Settlement
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	259252	2006-02-01	PPO SERVICE	2006-01-01	2006-01-31	3.16	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	261228	2006-03-01	PPO SERVICE	2006-02-01	2006-02-28	2.02	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263395	2006-04-03	PPO SERVICE	2006-03-01	2006-03-31	2.02	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	265221	2006-05-01	PPO SERVICE	2006-04-01	2006-04-30	7.28	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	274833	2006-10-02	PPO SERVICE	2006-09-01	2006-09-30	0.93	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	258667	2006-01-23	BILL REVIEW SERVICE	2006-01-20	2006-01-20	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	261226	2006-03-01	BILL REVIEW SERVICE	2006-02-25	2006-02-28	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	261691	2006-03-08	BILL REVIEW SERVICE	2006-03-07	2006-03-07	16.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263289	2006-03-31	BILL REVIEW SERVICE	2006-03-30	2006-03-30	24.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263596	2006-04-05	BILL REVIEW SERVICE	2006-04-01	2006-04-04	32.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263683	2006-04-06	BILL REVIEW SERVICE	2006-04-05	2006-04-05	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	264917	2006-04-26	BILL REVIEW SERVICE	2006-04-25	2006-04-25	16.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	265011	2006-04-27	BILL REVIEW SERVICE	2006-04-26	2006-04-26	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	265326	2006-05-02	BILL REVIEW SERVICE	2006-04-29	2006-05-01	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	266878	2006-05-25	BILL REVIEW SERVICE	2006-05-24	2006-05-24	24.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	268772	2006-06-26	BILL REVIEW SERVICE	2006-06-23	2006-06-23	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	273146	2006-09-05	BILL REVIEW SERVICE	2006-08-31	2006-09-01	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	273487	2006-09-11	BILL REVIEW SERVICE	2006-09-08	2006-09-08	8.00	Check	Expense Fees
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	272256	2006-08-23	GRC,INC.	2006-06-14	2006-06-14	372.85	Check	Expense Court Reporter
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	278247	2006-11-27	DJG INVESTIGATIVE SERVICES,INC	2006-09-18	2006-09-18	595.00	Check	Expense Surveillance
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	264736	2006-04-25	SELF REGIONAL HEALTHCARE	2005-06-03	2005-06-03	2,364.00	Check	Medical Hospital OutPatient
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	264859	2006-04-26	SELF REGIONAL HEALTHCARE	2005-06-28	2005-07-20	469.00	Check	Medical Hospital OutPatient
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	264736	2006-04-25	SELF REGIONAL HEALTHCARE	2005-07-22	2005-07-22	2,000.00	Check	Medical Hospital OutPatient
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	266727	2006-05-24	ANDERSON AREA MEDICAL CENTER	2005-11-03	2005-11-03	3,632.00	Check	Medical Hospital OutPatient
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	266727	2006-05-24	ANDERSON AREA MEDICAL CENTER	2006-02-09	2006-02-09	2,310.00	Check	Medical Hospital OutPatient
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	266727	2006-05-24	ANDERSON AREA MEDICAL CENTER	2006-02-28	2006-02-28	1,933.00	Check	Medical Hospital OutPatient
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263523	2006-04-05	UPPER SAVANNAH RADIOLOGY	2005-07-22	2005-07-22	108.00	Check	Medical Diagnostics
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	272259	2006-08-23	TURNER, PADGET, GRAHAM &	2006-05-05	2006-06-28	1,900.12	Check	Expense Legal
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	277178	2006-11-07	TURNER, PADGET, GRAHAM &	2006-07-03	2006-09-13	1,500.96	Check	Expense Legal
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	282523	2007-02-09	TURNER, PADGET, GRAHAM &	2006-10-25	2006-10-25	63.63	Check	Expense Legal
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	272944	2006-09-01	GREENVILLE HEALTH CORPORATION	2006-07-31	2006-07-31	162.68	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263411	2006-04-04	DIAGNOSTIC RADIOLOGY	2005-11-03	2005-11-03	534.00	Check	Medical Surgery
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	271519	2006-08-11	INTERNATIONAL INVESTIGATIVE	2006-07-12	2006-07-14	1,190.00	Check	Expense Surveillance
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263410	2006-04-04	PIEDMONT NEUROSURGICAL GROUP	2005-08-15	2005-08-15	169.20	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263410	2006-04-04	PIEDMONT NEUROSURGICAL GROUP	2005-09-19	2005-09-19	64.80	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	258551	2006-01-20	PIEDMONT NEUROSURGICAL GROUP	2005-10-31	2005-10-31	101.70	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263128	2006-03-30	PIEDMONT NEUROSURGICAL GROUP	2005-11-16	2005-11-16	64.80	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	260934	2006-02-27	PIEDMONT NEUROSURGICAL GROUP	2006-01-20	2006-01-20	64.80	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	261482	2006-03-07	PIEDMONT COMPREHENSIVE PAIN	2005-10-18	2005-10-18	304.00	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	261482	2006-03-07	PIEDMONT COMPREHENSIVE PAIN	2006-01-11	2006-01-11	72.00	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263129	2006-03-30	PIEDMONT COMPREHENSIVE PAIN	2006-02-03	2006-02-03	72.00	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263129	2006-03-30	PIEDMONT COMPREHENSIVE PAIN	2006-02-09	2006-02-09	491.00	Check	Medical Surgery
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	263409	2006-04-04	PIEDMONT COMPREHENSIVE PAIN	2006-02-28	2006-02-28	651.00	Check	Medical Diagnostics
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	265112	2006-05-01	PIEDMONT COMPREHENSIVE PAIN	2006-03-27	2006-03-27	72.00	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	268605	2006-06-23	PIEDMONT COMPREHENSIVE PAIN	2006-05-25	2006-05-25	72.00	Check	Medical Office Visit
114-00001-00	9059280	2005-05-23	THOMAS LEWIS	273291	2006-09-08	PIEDMONT COMPREHENSIVE PAIN	2006-07-24	2006-07-24	72.00	Check	Medical Office Visit

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,295.01	Adjustment	Indemnity
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	11,282.78	Adjustment	Medical
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,779.41	Adjustment	Expense
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	253977	2005-11-08	VENNIE SADDLER	2005-11-07	2005-11-07	21,000.00	Check	Indemnity Settlement
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	0	2006-01-19	GRC,INC.	2005-06-29	2005-06-29	-	Check	Expense Expert Witness
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	0	2006-11-22	TURNER, PADGET, GRAHAM &	2005-04-20	2005-08-05	-	Check	Expense Legal
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	258925	2006-01-26	TURNER, PADGET, GRAHAM &	2005-08-23	2005-11-21	1,750.22	Check	Expense Legal
114-00001-00	9059253	2004-03-16	VENNIE SADDLER	261268	2006-03-02	TURNER, PADGET, GRAHAM &	2005-12-06	2005-12-21	71.80	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059311	2005-01-15	GLORIA MOORE	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	8,811.90	Adjustment	Indemnity
114-00001-00	9059311	2005-01-15	GLORIA MOORE	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	14,071.22	Adjustment	Medical
114-00001-00	9059311	2005-01-15	GLORIA MOORE	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	861.69	Adjustment	Expense
114-00001-00	9059311	2005-01-15	GLORIA MOORE	250179	2005-09-21	GLORIA MOORE	2005-09-06	2005-09-19	587.46	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	250571	2005-09-27	GLORIA MOORE	2005-09-20	2005-09-26	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	251086	2005-10-04	GLORIA MOORE	2005-09-27	2005-10-03	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	251790	2005-10-12	GLORIA MOORE	2005-10-04	2005-10-10	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	252323	2005-10-18	GLORIA MOORE	2005-10-11	2005-10-18	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	252936	2005-10-25	GLORIA MOORE	2005-10-18	2005-10-24	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	253475	2005-11-01	GLORIA MOORE	2005-10-25	2005-10-31	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	253975	2005-11-08	GLORIA MOORE	2005-11-01	2005-11-07	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	254490	2005-11-15	GLORIA MOORE	2005-11-08	2005-11-14	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	255057	2005-11-22	GLORIA MOORE	2005-11-15	2005-11-21	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	255418	2005-11-29	GLORIA MOORE	2005-11-22	2005-11-28	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	255932	2005-12-06	GLORIA MOORE	2005-11-29	2005-12-05	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256449	2005-12-13	GLORIA MOORE	2005-12-06	2005-12-12	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256932	2005-12-20	GLORIA MOORE	2005-12-13	2005-12-19	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	257178	2005-12-22	GLORIA MOORE	2005-12-20	2005-12-26	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	257462	2005-12-30	GLORIA MOORE	2005-12-27	2006-01-02	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	257909	2006-01-10	GLORIA MOORE	2006-01-03	2006-01-09	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	258365	2006-01-17	GLORIA MOORE	2006-01-10	2006-01-16	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	258779	2006-01-24	GLORIA MOORE	2006-01-17	2006-01-23	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	259219	2006-01-31	GLORIA MOORE	2006-01-24	2006-01-30	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	259626	2006-02-07	GLORIA MOORE	2006-01-31	2006-02-06	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	260193	2006-02-14	GLORIA MOORE	2006-02-07	2006-02-13	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	260689	2006-02-21	GLORIA MOORE	2006-02-14	2006-02-20	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	261150	2006-02-28	GLORIA MOORE	2006-02-21	2006-02-27	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	261593	2006-03-07	GLORIA MOORE	2006-02-28	2006-03-06	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	262137	2006-03-14	GLORIA MOORE	2006-03-07	2006-03-13	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	262541	2006-03-21	GLORIA MOORE	2006-03-14	2006-03-20	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	263121	2006-03-29	GLORIA MOORE	2006-03-21	2006-03-27	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	263491	2006-04-04	GLORIA MOORE	2006-03-28	2006-04-03	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	263998	2006-04-11	GLORIA MOORE	2006-04-04	2006-04-10	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	264435	2006-04-18	GLORIA MOORE	2006-04-11	2006-04-17	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	264823	2006-04-25	GLORIA MOORE	2006-04-18	2006-04-24	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	265323	2006-05-02	GLORIA MOORE	2006-04-25	2006-05-01	293.73	Check	Indemnity Temp Total
114-00001-00	9059311	2005-01-15	GLORIA MOORE	265760	2006-05-09	GLORIA MOORE	2006-05-02	2006-05-29	1,174.92	Check	Indemnity Settlement
114-00001-00	9059311	2005-01-15	GLORIA MOORE	265847	2006-05-10	GLORIA MOORE	2006-05-05	2006-05-05	14,980.23	Check	Indemnity Settlement
114-00001-00	9059311	2005-01-15	GLORIA MOORE	266752	2006-05-24	WORKING RX	2005-10-10	2005-10-10	31.10	Check	Medical Pharmacy
114-00001-00	9059311	2005-01-15	GLORIA MOORE	260561	2006-02-20	KRMS CASE MANAGEMENT	2006-01-24	2006-02-01	909.19	Check	Medical Rehab
114-00001-00	9059311	2005-01-15	GLORIA MOORE	259252	2006-02-01	PPO SERVICE	2006-01-01	2006-01-31	1.12	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	263395	2006-04-03	PPO SERVICE	2006-03-01	2006-03-31	1.46	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	267276	2006-06-01	PPO SERVICE	2006-05-01	2006-05-31	6.72	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	269233	2006-07-03	PPO SERVICE	2006-06-01	2006-06-30	0.34	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256691	2005-12-16	BILL REVIEW SERVICE	2005-12-15	2005-12-15	24.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	257023	2005-12-21	BILL REVIEW SERVICE	2005-12-20	2005-12-20	8.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	258423	2006-01-18	BILL REVIEW SERVICE	2006-01-17	2006-01-17	8.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	262958	2006-03-27	BILL REVIEW SERVICE	2006-03-24	2006-03-25	8.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	265927	2006-05-11	BILL REVIEW SERVICE	2006-05-10	2006-05-10	8.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	266878	2006-05-25	BILL REVIEW SERVICE	2006-05-24	2006-05-24	8.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	268004	2006-06-13	BILL REVIEW SERVICE	2006-06-10	2006-06-12	8.00	Check	Expense Fees
114-00001-00	9059311	2005-01-15	GLORIA MOORE	254007	2005-11-09	OCONEE MEMORIAL HOSPITAL	2005-09-22	2005-09-22	11.70	Check	Medical Diagnostics
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256010	2005-12-08	OCONEE MEMORIAL HOSPITAL	2005-09-22	2005-10-10	6,240.55	Check	Medical Hospital OutPatient
114-00001-00	9059311	2005-01-15	GLORIA MOORE	269016	2006-06-29	TURNER, PADGET, GRAHAM &	2006-05-05	2006-06-02	549.59	Check	Expense Legal
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256518	2005-12-15	BLUE RIDGE ORTHOPAEDICS	2005-09-20	2005-09-20	82.80	Check	Medical Office Visit
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256518	2005-12-15	BLUE RIDGE ORTHOPAEDICS	2005-09-27	2005-09-27	64.80	Check	Medical Office Visit
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256518	2005-12-15	BLUE RIDGE ORTHOPAEDICS	2005-10-10	2005-10-10	180.90	Check	Medical Office Visit
114-00001-00	9059311	2005-01-15	GLORIA MOORE	256806	2005-12-20	BLUE RIDGE ORTHOPAEDICS	2005-10-10	2005-10-10	973.80	Check	Medical Surgery
114-00001-00	9059311	2005-01-15	GLORIA MOORE	258289	2006-01-17	BLUE RIDGE ORTHOPAEDICS	2005-12-01	2005-12-01	36.00	Check	Medical Diagnostics
114-00001-00	9059311	2005-01-15	GLORIA MOORE	262707	2006-03-24	BLUE RIDGE ORTHOPAEDICS	2006-01-31	2006-01-31	46.80	Check	Medical Office Visit
114-00001-00	9059311	2005-01-15	GLORIA MOORE	265777	2006-05-10	ANESTHESIA CONSULTANTS OF	2005-10-10	2005-10-10	216.00	Check	Medical Anesthesia
114-00001-00	9059311	2005-01-15	GLORIA MOORE	267846	2006-06-12	KEOWEE RADIOLOGY, PA	2005-10-10	2005-10-10	10.80	Check	Medical Diagnostics

EXHIBIT 3

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059249	2004-08-06	FRANCES RICHARDSON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	3,954.14	Adjustment	Indemnity
114-00001-00	9059249	2004-08-06	FRANCES RICHARDSON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	9,057.58	Adjustment	Medical
114-00001-00	9059249	2004-08-06	FRANCES RICHARDSON	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	893.90	Adjustment	Expense
114-00001-00	9059249	2004-08-06	FRANCES RICHARDSON	262279	2006-03-16	FRANCES RICHARDSON	2006-03-15	2006-03-15	15,000.00	Check	Indemnity Settlement
114-00001-00	9059249	2004-08-06	FRANCES RICHARDSON	261982	2006-03-13	WILLSON, JONES, CARTER &	2005-08-09	2005-11-18	178.00	Check	Expense Legal
114-00001-00	9059249	2004-08-06	FRANCES RICHARDSON	266633	2006-05-23	WILLSON, JONES, CARTER &	2006-02-09	2006-03-28	882.00	Check	Expense Legal

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	6064125	2004-01-05	RAQUEL HUNTER	0	2006-06-20	OTHER PYMNTS BY PREV CARRIER	0000-00-00	0000-00-00	1,772.86	Adjustment	Expense
114-00001-00	6064125	2004-01-05	RAQUEL HUNTER	275589	2006-10-13	RAQUEL P HUNTER	2006-10-11	2006-10-11	10,000.00	Check	Indemnity Settlement
114-00001-00	6064125	2004-01-05	RAQUEL HUNTER	274639	2006-09-28	WILLSON, JONES, CARTER &	2006-03-21	2006-06-26	112.50	Check	Expense Legal
114-00001-00	6064125	2004-01-05	RAQUEL HUNTER	280203	2006-12-28	WILLSON, JONES, CARTER &	2006-07-31	2006-10-24	475.00	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	6063665	2003-09-02	ERNESTINE REID	0	2006-06-20	MED PYMNTS BY PREVIOUS CARRIER	0000-00-00	0000-00-00	5,897.23	Adjustment	Medical
114-00001-00	6063665	2003-09-02	ERNESTINE REID	0	2006-06-20	OTHER PYMNTS BY PREV CARRIER	0000-00-00	0000-00-00	5,938.85	Adjustment	Expense
114-00001-00	6063665	2003-09-02	ERNESTINE REID	293961	2007-08-22	ERNESTINE REID	2007-08-20	2007-08-20	15,000.00	Check	Indemnity Settlement
114-00001-00	6063665	2003-09-02	ERNESTINE REID	293441	2007-08-13	TURNER, PADGET, GRAHAM &	2007-05-19	2007-06-27	694.31	Check	Expense Legal
114-00001-00	6063665	2003-09-02	ERNESTINE REID	299318	2007-11-28	TURNER, PADGET, GRAHAM &	2007-07-09	2007-09-16	1,030.17	Check	Expense Legal
114-00001-00	6063665	2003-09-02	ERNESTINE REID	268545	2006-06-22	GREENVILLE HEALTH CORPORATION	2005-06-13	2005-06-13	70.56	Check	Medical Office Visit

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059309	2002-09-13	SAMUEL MCCLAIN	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	20,354.59	Adjustment	Indemnity
114-00001-00	9059309	2002-09-13	SAMUEL MCCLAIN	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	88,982.92	Adjustment	Medical
114-00001-00	9059309	2002-09-13	SAMUEL MCCLAIN	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	14,734.32	Adjustment	Expense

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	17,397.25	Adjustment	Indemnity
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	65,938.96	Adjustment	Medical
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	6,361.40	Adjustment	Expense
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	250178	2005-09-21	NATHAN B LOONEY	2005-09-15	2005-09-21	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	250853	2005-09-29	NATHAN B LOONEY	2005-09-22	2005-09-28	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	251787	2005-10-12	NATHAN B LOONEY	2005-09-29	2005-10-05	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	251789	2005-10-12	NATHAN B LOONEY	2005-10-06	2005-10-12	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	252322	2005-10-18	NATHAN B LOONEY	2005-10-13	2005-10-19	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	252935	2005-10-25	NATHAN B LOONEY	2005-10-20	2005-10-26	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	253474	2005-11-01	NATHAN B LOONEY	2005-10-27	2005-11-02	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	253974	2005-11-08	NATHAN B LOONEY	2005-11-03	2005-11-09	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	254489	2005-11-15	NATHAN B LOONEY	2005-11-10	2005-11-16	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	255056	2005-11-22	NATHAN B LOONEY	2005-11-17	2005-11-23	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	255417	2005-11-29	NATHAN B LOONEY	2005-11-24	2005-11-30	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	255931	2005-12-06	NATHAN B LOONEY	2005-12-01	2005-12-07	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	256448	2005-12-13	NATHAN B LOONEY	2005-12-08	2005-12-14	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	256931	2005-12-20	NATHAN B LOONEY	2005-12-15	2005-12-21	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	257177	2005-12-22	NATHAN B LOONEY	2005-12-22	2005-12-28	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	257461	2005-12-30	NATHAN B LOONEY	2005-12-29	2006-01-04	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	257908	2006-01-10	NATHAN B LOONEY	2006-01-05	2006-01-11	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	258364	2006-01-17	NATHAN B LOONEY	2006-01-12	2006-01-18	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	258778	2006-01-24	NATHAN B LOONEY	2006-01-19	2006-01-25	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	259218	2006-01-31	NATHAN B LOONEY	2006-01-26	2006-02-01	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	259625	2006-02-07	NATHAN B LOONEY	2006-02-02	2006-02-08	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	260192	2006-02-14	NATHAN B LOONEY	2006-02-09	2006-02-15	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	260688	2006-02-21	NATHAN B LOONEY	2006-02-16	2006-02-22	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	261149	2006-02-28	NATHAN B LOONEY	2006-02-23	2006-03-01	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	261592	2006-03-07	NATHAN B LOONEY	2006-03-02	2006-03-08	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	262136	2006-03-14	NATHAN B LOONEY	2006-03-09	2006-03-15	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	262540	2006-03-21	NATHAN B LOONEY	2006-03-16	2006-03-22	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	263120	2006-03-29	NATHAN B LOONEY	2006-03-23	2006-03-29	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	263490	2006-04-04	NATHAN B LOONEY	2006-03-30	2006-04-05	328.25	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	263593	2006-04-05	NATHAN B LOONEY	2006-04-04	2006-04-04	112,000.00	Check	Indemnity Settlement
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	263592	2006-04-05	NATHAN B LOONEY	2006-04-06	2006-04-28	1,078.54	Check	Indemnity Temp Total
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	258423	2006-01-18	BILL REVIEW SERVICE	2006-01-17	2006-01-17	8.00	Check	Expense Fees
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	279179	2006-12-11	BILL REVIEW SERVICE	2006-12-08	2006-12-08	16.00	Check	Expense Fees
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	260534	2006-02-20	TURNER, PADGET, GRAHAM &	2005-11-03	2005-12-05	590.16	Check	Expense Legal
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	266273	2006-05-17	TURNER, PADGET, GRAHAM &	2006-02-18	2006-03-31	452.17	Check	Expense Legal
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	266845	2006-05-25	TURNER, PADGET, GRAHAM &	2006-04-03	2006-04-12	526.64	Check	Expense Legal
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	256156	2005-12-09	ANMED HEALTH SERVICES, INC.	2005-03-04	2005-03-04	10.00	Check	Medical Misc
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	258294	2006-01-17	PIEDMONT COMPREHENSIVE PAIN	2005-08-19	2005-08-19	97.00	Check	Medical Office Visit
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	278974	2006-12-08	THIRD PARTY SOLUTIONS	2006-03-13	2006-03-13	267.37	Check	Medical Pharmacy
114-00001-00	9059289	2002-10-09	NATHAN LOONEY	278974	2006-12-08	THIRD PARTY SOLUTIONS	2006-04-25	2006-04-25	267.37	Check	Medical Pharmacy

EXHIBIT 000836

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059263	2003-06-20	DOVIE GRAHAM	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	28,568.99	Adjustment	Indemnity
114-00001-00	9059263	2003-06-20	DOVIE GRAHAM	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,229.00	Adjustment	Medical
114-00001-00	9059263	2003-06-20	DOVIE GRAHAM	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	5,769.30	Adjustment	Expense

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059232	2003-07-18	LARRY BOWERS	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	75,450.07	Adjustment	Medical
114-00001-00	9059232	2003-07-18	LARRY BOWERS	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	9,736.74	Adjustment	Expense
114-00001-00	9059232	2003-07-18	LARRY BOWERS	251911	2005-10-14	BOWERS, LARRY	2005-08-29	2005-09-16	124.20	Check	Medical Travel
114-00001-00	9059232	2003-07-18	LARRY BOWERS	252135	2005-10-17	LARRY BOWERS	2005-10-13	2005-10-13	180,000.00	Check	Indemnity Settlement
114-00001-00	9059232	2003-07-18	LARRY BOWERS	283763	2007-03-05	WORKING RX	2005-04-13	2005-04-13	6.75	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	257229	2005-12-27	WORKING RX	2005-07-07	2005-07-07	201.19	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	283763	2007-03-05	WORKING RX	2005-08-03	2005-08-03	16.42	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	255109	2005-11-23	WORKING RX	2005-08-12	2005-08-12	261.50	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	253414	2005-11-01	WORKING RX	2005-08-30	2005-09-01	390.90	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	253414	2005-11-01	WORKING RX	2005-08-30	2005-09-01	954.75	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	255109	2005-11-23	WORKING RX	2005-09-14	2005-09-29	652.40	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	255109	2005-11-23	WORKING RX	2005-09-29	2005-09-29	954.75	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	0	2006-01-30	WORKING RX	2005-10-14	2005-10-22	-	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	286875	2007-04-26	WORKING RX	2005-10-14	2005-10-24	1,304.44	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	0	2006-01-30	WORKING RX	2005-10-22	2005-10-24	-	Check	Medical Pharmacy
114-00001-00	9059232	2003-07-18	LARRY BOWERS	260325	2006-02-16	SOUTHERN REHABILITATION	2005-08-31	2005-09-21	331.00	Check	Medical Rehab
114-00001-00	9059232	2003-07-18	LARRY BOWERS	255068	2005-11-23	SOUTHERN REHABILITATION	2005-10-12	2005-10-18	50.60	Check	Medical Rehab
114-00001-00	9059232	2003-07-18	LARRY BOWERS	289415	2007-06-04	PPO SERVICE	2007-05-01	2007-05-31	43.08	Check	Expense Fees
114-00001-00	9059232	2003-07-18	LARRY BOWERS	258281	2006-01-16	BILL REVIEW SERVICE	2006-01-13	2006-01-13	32.00	Check	Expense Fees
114-00001-00	9059232	2003-07-18	LARRY BOWERS	283938	2007-03-06	BILL REVIEW SERVICE	2007-03-03	2007-03-05	16.00	Check	Expense Fees
114-00001-00	9059232	2003-07-18	LARRY BOWERS	287083	2007-04-27	BILL REVIEW SERVICE	2007-04-26	2007-04-26	8.00	Check	Expense Fees
114-00001-00	9059232	2003-07-18	LARRY BOWERS	287938	2007-05-11	BILL REVIEW SERVICE	2007-05-10	2007-05-10	8.00	Check	Expense Fees
114-00001-00	9059232	2003-07-18	LARRY BOWERS	259819	2006-02-09	TURNER, PADGET, GRAHAM &	2005-08-09	2005-09-29	1,364.00	Check	Expense Legal
114-00001-00	9059232	2003-07-18	LARRY BOWERS	260326	2006-02-16	TURNER, PADGET, GRAHAM &	2005-08-09	2005-09-30	73.82	Check	Expense Legal
114-00001-00	9059232	2003-07-18	LARRY BOWERS	259233	2006-02-01	TURNER, PADGET, GRAHAM &	2005-10-06	2005-11-18	512.87	Check	Expense Legal
114-00001-00	9059232	2003-07-18	LARRY BOWERS	260253	2006-02-15	TURNER, PADGET, GRAHAM &	2005-12-06	2005-12-06	46.50	Check	Expense Legal
114-00001-00	9059232	2003-07-18	LARRY BOWERS	255065	2005-11-23	CAROLINA ORTHOPEDIC CENTER, PC	2005-09-14	2005-09-14	230.40	Check	Medical Office Visit
114-00001-00	9059232	2003-07-18	LARRY BOWERS	258101	2006-01-13	PIEDMONT COMPREHENSIVE PAIN	2005-08-03	2005-08-03	113.00	Check	Medical Office Visit
114-00001-00	9059232	2003-07-18	LARRY BOWERS	258101	2006-01-13	PIEDMONT COMPREHENSIVE PAIN	2005-09-01	2005-09-01	72.00	Check	Medical Office Visit
114-00001-00	9059232	2003-07-18	LARRY BOWERS	258101	2006-01-13	PIEDMONT COMPREHENSIVE PAIN	2005-09-29	2005-09-29	72.00	Check	Medical Office Visit
114-00001-00	9059232	2003-07-18	LARRY BOWERS	258101	2006-01-13	PIEDMONT COMPREHENSIVE PAIN	2005-10-21	2005-10-21	72.00	Check	Medical Office Visit
114-00001-00	9059232	2003-07-18	LARRY BOWERS	0	2006-03-29	PIEDMONT COMPREHENSIVE PAIN	2005-12-02	2005-12-02	-	Check	Medical Office Visit
114-00001-00	9059232	2003-07-18	LARRY BOWERS	287811	2007-05-10	GREENVILLE HOSPITAL SYSTEM	2005-08-29	2005-08-29	2,923.15	Check	Medical Hospital OutPatient

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	6064475	2003-06-30	RONALD WIRTZ	0	2006-06-23	COMP PYMNTS MADE PREVIOUSLY	0000-00-00	0000-00-00	126,132.32	Adjustment	Indemnity
114-00001-00	6064475	2003-06-30	RONALD WIRTZ	0	2006-06-23	MED PYMNTS MADE PREVIOUSLY	0000-00-00	0000-00-00	30,780.72	Adjustment	Medical
114-00001-00	6064475	2003-06-30	RONALD WIRTZ	0	2006-06-23	OTHER PYMNTS MADE PREVIOUSLY	0000-00-00	0000-00-00	6,405.76	Adjustment	Expense

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	11057442	2002-05-06	BOBBY JUSTICE	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	49,991.15	Adjustment	Indemnity
114-00001-00	11057442	2002-05-06	BOBBY JUSTICE	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	5,445.63	Adjustment	Expense
114-00001-00	11057442	2002-05-06	BOBBY JUSTICE	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	84,449.78	Adjustment	Medical

Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059236	2002-07-02	CHARLES BRYANT	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	3,270.51	Adjustment	Expense
114-00001-00	9059236	2002-07-02	CHARLES BRYANT	289558	2007-06-06	TURNER, PADGET, GRAHAM &	2007-02-27	2007-04-17	465.91	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	6064130	2001-10-15	LINDA BROWN	0	2006-06-20	COMP PYMTS BY PREVIOUS CARRIER	0000-00-00	0000-00-00	13,584.06	Adjustment	Indemnity
114-00001-00	6064130	2001-10-15	LINDA BROWN	0	2006-06-20	MED PYMNTS BY PREVIOUS CARRIER	0000-00-00	0000-00-00	8,786.95	Adjustment	Medical
114-00001-00	6064130	2001-10-15	LINDA BROWN	0	2006-06-20	OTHER PYTS BY PREV CARRIER	0000-00-00	0000-00-00	5,825.35	Adjustment	Expense
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2002-04-22	2002-04-22	43.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2002-12-09	2002-12-09	60.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-01-06	2003-01-06	176.91	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-01-27	2003-01-27	60.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-02-04	2003-02-04	667.00	Check	Medical Diagnostics
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-02-10	2003-02-10	169.57	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-03-24	2003-03-24	72.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-09-10	2003-09-10	72.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2003-09-12	2003-09-12	166.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270178	2006-07-21	BLUE RIDGE ORTHOPAEDICS	2003-09-23	2003-09-23	1,670.00	Check	Medical Surgery
114-00001-00	6064130	2001-10-15	LINDA BROWN	270067	2006-07-19	BLUE RIDGE ORTHOPAEDICS	2004-05-03	2004-05-03	52.00	Check	Medical Office Visit
114-00001-00	6064130	2001-10-15	LINDA BROWN	270062	2006-07-19	BLUE RIDGE SURGERY CENTER	2003-09-23	2003-09-23	7,591.00	Check	Medical Hospital OutPatient

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059270	2001-03-28	ELAINE O'KELLEY	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	10,340.10	Adjustment	Expense
114-00001-00	9059270	2001-03-28	ELAINE O'KELLEY	258509	2006-01-19	ELAINE P O'KELLEY	2006-01-13	2006-01-13	9,970.00	Check	Indemnity Settlement
114-00001-00	9059270	2001-03-28	ELAINE O'KELLEY	0	2007-01-10	TURNER, PADGET, GRAHAM &	2005-07-19	2005-08-08	-	Check	Expense Legal
114-00001-00	9059270	2001-03-28	ELAINE O'KELLEY	269157	2006-07-03	TURNER, PADGET, GRAHAM &	2005-08-11	2005-09-29	273.80	Check	Expense Legal
114-00001-00	9059270	2001-03-28	ELAINE O'KELLEY	264051	2006-04-12	TURNER, PADGET, GRAHAM &	2005-10-03	2005-10-05	130.00	Check	Expense Legal
114-00001-00	9059270	2001-03-28	ELAINE O'KELLEY	263542	2006-04-05	TURNER, PADGET, GRAHAM &	2006-01-07	2006-02-08	1,025.50	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	9059266	2000-05-05	MARION HOWARD	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	159.18	Adjustment	Indemnity
114-00001-00	9059266	2000-05-05	MARION HOWARD	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	8,599.67	Adjustment	Medical
114-00001-00	9059266	2000-05-05	MARION HOWARD	0	2005-09-01	PREVIOUS PD	0000-00-00	0000-00-00	1,429.47	Adjustment	Expense
114-00001-00	9059266	2000-05-05	MARION HOWARD	253805	2005-11-07	MARION L HOWARD	2005-11-04	2005-11-04	23,769.00	Check	Indemnity Settlement
114-00001-00	9059266	2000-05-05	MARION HOWARD	0	2007-01-03	TURNER, PADGET, GRAHAM &	2005-06-03	2005-08-08	-	Check	Expense Legal
114-00001-00	9059266	2000-05-05	MARION HOWARD	268368	2006-06-20	TURNER, PADGET, GRAHAM &	2005-08-10	2005-08-30	316.11	Check	Expense Legal
114-00001-00	9059266	2000-05-05	MARION HOWARD	261529	2006-03-07	TURNER, PADGET, GRAHAM &	2005-10-03	2006-01-03	679.55	Check	Expense Legal

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-06	11057429	1997-11-13	ANTHONY LEE	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	12,988.08	Adjustment	Indemnity
114-00001-07	11057429	1997-11-13	ANTHONY LEE	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	206.88	Adjustment	Expense
114-00001-08	11057429	1997-11-13	ANTHONY LEE	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	3,175.67	Adjustment	Medical
114-00001-09	11057429	1997-11-13	ANTHONY LEE	256121	2005-12-09	ANDERSON PROSTHETICS & ORTHO	2005-09-02	2005-09-02	150.00	Check	Medical Durable Equipment

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Policy Number	Claim Number	Date of Accident	Employee Name	Check Number	Check Date	Payee	From DOS	To DOS	Transaction Amount	Transaction Type	Payment Type
114-00001-00	11057445	1999-02-25	HARRY WOOD	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	52,452.35	Adjustment	Indemnity
114-00001-00	11057445	1999-02-25	HARRY WOOD	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	7,612.90	Adjustment	Expense
114-00001-00	11057445	1999-02-25	HARRY WOOD	0	2005-11-22	PREVIOUSLY PAID BILLS	0000-00-00	0000-00-00	28,934.02	Adjustment	Medical
114-00001-00	11057445	1999-02-25	HARRY WOOD	301452	2008-01-08	PPO SERVICE	2007-02-01	2007-02-28	0.89	Check	Expense Fees
114-00001-00	11057445	1999-02-25	HARRY WOOD	301452	2008-01-08	PPO SERVICE	2007-02-01	2007-02-28	(0.89)	Void	Expense Fees
114-00001-00	11057445	1999-02-25	HARRY WOOD	277178	2006-11-07	TURNER, PADGET, GRAHAM &	2006-05-09	2006-09-07	421.74	Check	Expense Legal
114-00001-00	11057445	1999-02-25	HARRY WOOD	286540	2007-04-19	TURNER, PADGET, GRAHAM &	2006-10-02	2007-02-27	333.59	Check	Expense Legal
114-00001-00	11057445	1999-02-25	HARRY WOOD	295983	2007-10-01	TURNER, PADGET, GRAHAM &	2007-06-27	2007-06-29	304.56	Check	Expense Legal
114-00001-00	11057445	1999-02-25	HARRY WOOD	307877	2008-05-21	TURNER, PADGET, GRAHAM &	2008-05-07	2008-05-07	45.41	Check	Expense Legal
114-00001-00	11057445	1999-02-25	HARRY WOOD	272920	2006-09-01	UPSTATE MEDICAL REHAB	2006-06-13	2006-06-13	72.00	Check	Medical Office Visit
114-00001-00	11057445	1999-02-25	HARRY WOOD	279730	2006-12-20	UPSTATE MEDICAL REHAB	2006-10-24	2006-10-24	113.00	Check	Medical Office Visit
114-00001-00	11057445	1999-02-25	HARRY WOOD	283548	2007-02-28	UPSTATE MEDICAL REHAB	2007-01-30	2007-01-30	109.82	Check	Medical Office Visit
114-00001-00	11057445	1999-02-25	HARRY WOOD	0	2007-12-07	UPSTATE MEDICAL REHAB	2007-08-21	2007-08-21	-	Check	Medical Office Visit
114-00001-00	11057445	1999-02-25	HARRY WOOD	272253	2006-08-23	HUBBARD/YOUNG PHARMACY	2005-11-11	2005-11-11	250.59	Check	Medical Pharmacy
114-00001-00	11057445	1999-02-25	HARRY WOOD	273704	2006-09-14	HUBBARD/YOUNG PHARMACY	2005-11-11	2005-11-11	279.53	Check	Medical Pharmacy
114-00001-00	11057445	1999-02-25	HARRY WOOD	270798	2006-08-01	HUBBARD/YOUNG PHARMACY	2006-05-30	2006-05-30	176.89	Check	Medical Pharmacy
114-00001-00	11057445	1999-02-25	HARRY WOOD	274638	2006-09-28	HUBBARD/YOUNG PHARMACY	2006-07-26	2006-07-26	73.65	Check	Medical Pharmacy
114-00001-00	11057445	1999-02-25	HARRY WOOD	275259	2006-10-09	HUBBARD/YOUNG PHARMACY	2006-08-30	2006-08-30	105.56	Check	Medical Pharmacy
114-00001-00	11057445	1999-02-25	HARRY WOOD	279731	2006-12-20	HUBBARD/YOUNG PHARMACY	2006-11-03	2006-11-03	105.72	Check	Medical Pharmacy
114-00001-00	11057445	1999-02-25	HARRY WOOD	283547	2007-02-28	HUBBARD/YOUNG PHARMACY	2006-12-12	2006-12-12	83.56	Check	Medical Pharmacy

APPENDIX_000846

NAME	CLAIM NUMBER	ACCIDENT DATE
ETHEL H JOHNSON	09114169	09/19/2001

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MOOREFJO	09/29/2011	13:14	ADM

SET UP FROM FORM 50

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MOOREFJO	09/29/2011	13:15	ADM

FIRST REPORT SUMMARY
NATURE OF INJURY: ASBESTOSIS
BODY PART: LUNGS
DESCRIPTION: EXPOSURE TO ASBESTOS IN WORK PLACE.
**PER INTERNET FIRST REPORT
DATE OF INJURY: 09/19/2001
HAS EMPLOYEE RETURNED TO WORK? N

LOCATION: 1612 MARION STREET
SUPVR/CONTACT: UNKNOWN
PREPARED BY: ETHEL JOHNSON EMPLPOYEE (803)994-5859
INITIAL TREATMENT: MINOR CLINIC/HOSP
HOSPITAL: UNIVERSITY HOSPITAL

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
STEEDDE	09/29/2011	13:47	ADM

ASSIGN TO SUPERVISOR DUE TO NATURE OF INJURY/FORM 50 FILED
ADJ BECKY BEATSON #36
###
USED DUMMY DOI TO GET CLAIM SET UP

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MAASSLI	09/29/2011	15:10	SUP

BECKY: INVESTIGATE AND HANDLE. I BELIEVE THIS NEEDS TO BE SENT TO LIBERTY MUTUAL.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
CL0056R	09/30/2011	05:49	FIN

All Payments have been blocked due to 1 year of inactivity

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/30/2011	16:16	LEG

LEGAL - CLMT FILED HER OWN FORM 50 ALLEGING EXPOSURE TO ASBESTOS FROM WORKING AT THE WHITMIRE PLANT IN WHITMIRE, SC. PER MY CONVERSATION ON 09/28/11 WITH WC SMITH, DIRECTOR OF SELF-INSURANCE, THIS PLANT WAS NO T PART OF THE WESTPOINT STEVENS BANKRUPTCY CLAIMS THAT WERE HANDLED BY KEY RISK STARTING IN 2005. THIS PLANT WAS ACTUALLY PART OF JP STEVEN S TEXTILE GROUP & THE CORRECT CARRIER IS LIBERTY MUTUAL. I RESPONDED TO THE SCWCC/WAYNE DUCOTE'S LETTER OF 09/21/2011 & ADV'D THAT HE SENT THIS TO US IN ERROR & REQUESTED HE REVIEW WITH WC SMITH & FORWARD TO T HE CORRECT CARRIER. COMMISSION SET UP USING DOI 07/01/1975.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/30/2011	16:21	ADM

NAME	CLAIM NUMBER	ACCIDENT DATE
ETHEL H JOHNSON	09114169	09/19/2001

CLOSED CLAIM AS AN MRO - SENT TO KEY RISK IN ERROR.

NAME	CLAIM NUMBER	ACCIDENT DATE
SHIRLEY R JETER	09113520	01/01/2001

SPOKE TO WC SMITH, SELF-INSURANCE DIRECTOR AT THE WORK COMP COMMISSION I ADV'D HIM THAT GRANT DUFFIELD SENT ME A LETTER DATED 09/14/11 REQUESTING A FROI - ADV'D THAT THEY REC'D A F50 FROM A CLMT WHO ALLEGES SHE WORKED FOR WESTPOINT STEVENS AT THEIR PLANT IN WHITMIRE FROM 1971-2001 & SHE IS CLAIMING A LUNG INJURY. WE REV'D THAT THIS PLANT WAS NOT ONE OF THE 3 PLANTS THAT WERE COVERED IN THE BANKRUPTCY THAT KEY RISK WAS ASKED TO HANDLE FOR THE COMMISSION WHEN THEY PULLED THE SURETY BOND WHICH WAS EFFECTIVE 08/09/2005 - THE 3 PLANTS THAT KEY RISK HANDLED CLAIMS FOR WERE CLEMSON, CALHOUN FALLS & SENECA. MR SMITH ADV'D THAT WESTPOINT STEVENS WAS SELF-INSURED FROM 1961-2005. HE WILL INVESTIGATE THE WHITMIRE PLANT LOCATION & HE WILL DISCUSS THE DOI TO USE & LET ME KNOW IF THEY WANT KEY RISK TO HANDLE THIS CLAIM OR IF IT BELONGS WITH A DIFFERENT TPA. ADV'D THAT A PRIOR F50 LISTED JP STEVENS IN WHITMIRE & IN THE 1970'S LIBERTY MUTUAL WAS THE CARRIER SO THIS MAY BE THE SAME SITUATION.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/29/2011	09:04	LEG

RETURN CALL FROM WC SMITH - HE HAS REV'D WITH THE COVERAGE DEPT & ADVISES THAT THE PLANT IN WHITMIRE, SC WAS PART OF THE JP STEVENS TEXTILE GROUP & THEY WERE INSURED BY LIBERTY MUTUAL DURING THE TIME PERIOD CLAIMED BY THIS CLMT - HE ADV'D THAT HE HAS CORRECTED THE RECORDS ON THIS CLAIM AT THE COMMISSION & DELETED KEY RISK AS THE RESPONSIBLE PARTY - HE ADV'D THAT WE CAN CLOSE OUR CLAIM. HE ADV'D THAT THE WHITMIRE PLANT WAS A PRODUCER OF CARPET & THUS THEY WOULD HAVE THE ASBESTOS EXPOSURE. THE CLAIMS THAT KEY RISK HANDLED FOR WESTPOINT STEVENS DID NOT INVOLVE ANY ASBESTOS EXPOSURE.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/29/2011	09:28	LEG

I MAILED RESPONSE TO THE LETTER DATED 09/14/11 FROM GRANT DUFFIELD/SCWCC IN WHICH HE REQUESTED A FROI - I ADV'D HIM OF MY REVIEW WITH WC SMITH & THAT THE CORRECT CARRIER IS LIBERTY MUTUAL - ADV'D THAT WE ARE CLOSING OUR FILE & TO LET ME KNOW IF HE NEEDS ANY FURTHER INFO FROM KEY RISK.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/29/2011	09:34	ADM

ALL IN ORDER TO CLOSE AS AN MRO.

NAME	CLAIM NUMBER	ACCIDENT DATE
SHIRLEY R JETER	09113520	01/01/2001

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
STEEDDE	09/23/2011	12:22	ADM

FIRST REPORT SUMMARY
NATURE OF INJURY: ASBESTOSIS
BODY PART: LUNGS
DESCRIPTION: EXPOSURE TO ASBESTOS.
**PER INTERNET FIRST REPORT
DATE OF INJURY: 01/01/2001
HAS EMPLOYEE RETURNED TO WORK? N

LOCATION: 1612 MARION STREET
SUPVR/CONTACT: UNKNOWN
PREPARED BY: WESTPOINT STEVENS (999)999-9999
INITIAL TREATMENT: MINOR CLINIC/HOSP

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
STEEDDE	09/23/2011	12:22	ADM

ASSIGN TO SUPERVISOR DUE TO NATURE OF INJURY/FORM 50 FILED
ADJ BECKY BEATSON #36

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/23/2011	14:41	LEG

REC'D CALL FROM GSO INTAKE REGARDING LETTER & FORM 50 THEY HAVE RECEIV ED FROM THE SCWCC DATED 09/14/2011 - THEY ARE REQUESTING A FROI W/IN 10 DAYS - THE FORM 50 IS COMPLETED BY THE CLMT & STATES SHE WORKED AT WESTPOINT STEVENS PLANT IN WHITMIRE, SC FROM 1971 TO 2001

INTAKE CALLED WC SMITH, SELF INSURANCE DIRECTOR ABOUT THIS FORM 50 & HE TOLD THEM THAT WESTPOINT STEVENS WAS SELF-INSURED & THAT BECKY BEAT SON/KEY RISK WOULD HANDLE THIS CLAIM. I TOLD DEVONA TO ENTER THE CLAI M USING THE INFO FROM THE FORM 50 & WE AGREED TO USE A DOI OF 01/01/01 - NOTE THAT THE WCC SET IT UP WITH A DOI OF 01/01/1971. ADV'D HER I WOULD REVIEW WITH MR SMITH TO VERIFY PERIOD OF COVERAGE THAT WE ARE TO HANDLE & VERIFY IF THE WHITMIRE LOCATION IS PART OF THE SELF-INSURED PROGRAM THAT WE ARE TO HANDLE - ALSO WILL DETERMINE WHAT DOI TO USE.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/23/2011	14:46	LEG

I CALLED WC SMITH, SELF-INSURANCE DIRECTOR AT THE SCWCC - HE IS OUT TO DAY - I LEFT A VM

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
SULLIVSA	09/23/2011	14:59	ACT

BECKY: PLEASE HANDLE PER KEYRISK STANDARDS...TKS

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
CL0056R	09/26/2011	06:14	FIN

All Payments have been blocked due to 1 year of inactivity

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/27/2011	15:56	ACT

NAME	CLAIM NUMBER	ACCIDENT DATE
AZALEE ARMSTRONG	09114198	01/01/2001

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MOOREFJO	09/29/2011	15:26	ADM

SET UP FROM FORM 50

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MOOREFJO	09/29/2011	15:28	ADM

FIRST REPORT SUMMARY
NATURE OF INJURY: ASBESTOSIS
BODY PART: LUNGS
DESCRIPTION: ASBESTOS EXPOSURE
**PER INTERNET FIRST REPORT
DATE OF INJURY: 01/01/2001
HAS EMPLOYEE RETURNED TO WORK? N

LOCATION: 1612 MARION STREET
SUPVR/CONTACT: UNKNOWN
PREPARED BY: UNKNOWN (000)000-0000

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
STEEDDE	09/29/2011	15:31	ADM

ASSIGN TO SUPERVISOR DUE TO NATURE OF INJURY/FORM 50 FILED
ADJ BECKY BEATSON #36

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MAASSLI	09/29/2011	16:13	SUP

BECKY: SENT TO US BY SCWCC IN ERROR. HANDLE AS MEDICAL RECORD ONLY AND SEND TO SCWCC FOR ROUTING TO APPROPRIATE CARRIER.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
CL0056R	09/30/2011	05:50	FIN

All Payments have been blocked due to 1 year of inactivity

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/30/2011	16:07	LEG

LEGAL - CLMT FILED HER OWN FORM 50 ALLEGING EXPOSURE TO ASBESTOS FROM WORKING AT THE WHITMIRE PLANT IN WHITMIRE, SC. PER MY CONVERSATION ON 09/28/11 WITH WC SMITH, DIRECTOR OF SELF-INSURANCE, THIS PLANT WAS NO T PART OF THE WESTPOINT STEVENS BANKRUPTCY CLAIMS THAT WERE HANDLED BY KEY RISK STARTING IN 2005. THIS PLANT WAS ACTUALLY PART OF JP STEVEN S TEXTILE GROUP & THE CORRECT CARRIER IS LIBERTY MUTUAL. I RESPONDED TO THE SCWCC/WAYNE DUCOTE'S LETTER OF 09/21/2011 & ADV'D THAT HE SENT THIS TO US IN ERROR & REQUESTED HE REVIEW WITH WC SMITH & FORWARD TO T HE CORRECT CARRIER. COMMISSION SET UP USING DOI 05/29/1998.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/30/2011	16:22	ADM

CLOSED CLAIM AS AN MRO - SENT TO KEY RISK IN ERROR.

NAME	CLAIM NUMBER	ACCIDENT DATE
VIRGINIA PEAKE	09114191	01/01/2001

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MOOREFJO	09/29/2011	14:58	ADM

SET UP FROM FORM 50

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MOOREFJO	09/29/2011	15:00	ADM

FIRST REPORT SUMMARY
NATURE OF INJURY: ASBESTOSIS
BODY PART: LUNGS
DESCRIPTION: ASBESTOS EXPOSURE
**PER INTERNET FIRST REPORT
DATE OF INJURY: 01/01/2001
HAS EMPLOYEE RETURNED TO WORK? N

LOCATION: 1612 MARION STREET
SUPVR/CONTACT: UNKNOWN
PREPARED BY: UNKNOWN (000)000-0000

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
STEEDDE	09/29/2011	15:18	ADM

ASSIGN TO SUPERVISOR DUE TO NATURE OF INJURY/FORM 50 FILED
ADJ BECKY BEATSON #36

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
MAASSLI	09/29/2011	16:12	SUP

BECKY: SENT TO US BY SCWCC IN ERROR. HANDLE AS MEDICAL RECORD ONLY AND ROUTE BACK TO SCWCC FOR APPROPRIATE CARRIER.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
CL0056R	09/30/2011	05:50	FIN

All Payments have been blocked due to 1 year of inactivity

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/30/2011	16:30	LEG

LEGAL - CLMT FILED HER OWN FORM 50 ALLEGING EXPOSURE TO ASBESTOS FROM WORKING AT THE WHITMIRE PLANT IN WHITMIRE, SC. PER MY CONVERSATION ON 09/28/11 WITH WC SMITH, DIRECTOR OF SELF-INSURANCE, THIS PLANT WAS NOT PART OF THE WESTPOINT STEVENS BANKRUPTCY CLAIMS THAT WERE HANDLED BY KEY RISK STARTING IN 2005. THIS PLANT WAS ACTUALLY PART OF JP STEVENS TEXTILE GROUP & THE CORRECT CARRIER IS LIBERTY MUTUAL. I RESPONDED TO THE SCWCC/WAYNE DUCOTE'S LETTER OF 09/21/2011 & ADV'D THAT HE SENT THIS TO US IN ERROR & REQUESTED HE REVIEW WITH WC SMITH & FORWARD TO THE CORRECT CARRIER. COMMISSION SET UP USING DOI 10/03/2008.

CREATED BY	DATE ENTERED	TIME ENTERED	CATEGORY
BEATSOBE	09/30/2011	16:30	ADM

CLOSED CLAIM AS AN MRO - IT WAS SENT TO KEY RISK IN ERROR.

CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
0000566	LARSON,ANN M	01/22/2000	C	035CBBAI0063	9900	02/16/2000
0001423	WALKER,DIANE	02/10/2000	C	035CBBAI0543	9900	03/31/2000
0001437	WHITFIELD,JEANETTE M	02/21/2000	C	035CBBAI0589	9900	07/18/2002
0001552	MCCURLEY,CHAD	02/08/2000	C	035CBBAI0328	9900	03/06/2001
0002293	EPPS,MICHAEL B	01/22/2000	C	035CBBAI0247	9900	10/20/2000
0002301	TANNERY,JAMES	03/02/2000	C	035CBBAI0842	9900	03/24/2000
0003053	JETER,BETTY	02/07/2000	C	035CBBAI1085	9900	11/02/2000
0003167	BAUM,DAYYON	03/25/2000	C	035CBBAI1205	9900	07/12/2000
0004851	HLASNEY,JOYCE A	04/03/2000	C	035CBBAI1422	9900	04/04/2001
0005098	GARRETT,LINDA W	01/28/2000	C	035CBBAI0211	9900	11/07/2000
0005357	XCLD 0005461,	03/09/2000	C	0000	9900	05/17/2000
0005461	SANDERS,BRENDA L	03/09/2000	C	035CBBAI0895	9900	06/18/2002
0005501	MARTIN,CHRISTOPH M	04/07/2000	C	035CBBAI1466	9900	06/12/2001
0008259	KENNEDY,SHELIA	04/26/2000	C	035CBBAI1814	9900	08/01/2000
0008850	PLESS,BRENDA G	02/20/2000	C	035CBBAI0709	9900	03/14/2002
0008854	REEVES,EDWARD H	03/16/2000	C	035CBBAI1379	9900	11/02/2000
0009092	MAYES,LARAY	06/08/2000	C	035CBBAI2693	0000	02/10/2005
0009894	FOSTER,ROY C	02/05/2000	C	035CBBAI3107	9900	07/01/2003
0010281	HOWARD,MARION L	05/05/2000	C	035CBBAI2836	9900	02/16/2006
0010284	CRAWFORD,JR,SAMUEL	06/16/2000	C	035CBBAI2945	9900	08/24/2000
0011012	BURDETT,KAY B	04/17/2000	C	035CBBAI3342	9900	02/09/2004
0011813	STEVENS,TRACY	05/01/2000	C	035CBBAI2081	9900	04/23/2002
0011915	WHITLOCK,LARRY	04/30/2000	C	035CBBAI3146	9900	04/23/2002
0013369	OWENS,DAVID W	05/09/2000	C	035CBBAI2060	9900	05/29/2001
0014211	VAQUERA,JR,ANTONIO	07/15/2000	C	035CBBAI3250	9900	01/24/2001
0014565	BLASSINGAME,HAROLD O	02/03/2000	C	035CBBAI4297	9900	08/20/2003
0016479	HUDSON,LINDA S	09/06/2000	C	035CBBAI4218	9900	11/02/2001
0017046	XCLD 0018198,	06/19/2000	C	0000	9900	11/03/2000
0018198	RHOLETTER,MICHAEL J	06/19/2000	C	035CBBAI4935	9900	09/21/2005
0020287	MILES,CAROLYN	08/07/2000	C	035CBBAI5431	9900	05/30/2001
0021755	HENDRICKS,SHIRLEY	11/28/2000	C	035CBBAI5601	9900	07/18/2002
0022812	OKELLEY,JASON T	12/08/2000	C	035CBBAI5810	9900	06/05/2003
0024562	HATCHELL,ELAINE H	11/19/2000	C	035CBBAI5582	9900	07/12/2001
0024566	HENDRICKS,LISA J	07/27/2000	C	035CBBAI6149	9900	02/01/2001
0025852	MCCALL,NANCY E	12/08/2000	C	035CBBAI5779	9900	02/26/2002
0026173	SOUTHERLAND,DANNY	05/24/2000	C	035CBBAI7000	9900	09/21/2005
0026678	AVERY,LINDA	11/27/2000	C	035CBBAI5583	9900	06/22/2001
0027029	LEROY,SHELBY	09/23/2000	C	035CBBAI7707	9900	11/16/2001
0027258	BROWNLEE,ADDIE	08/14/2000	C	035CBBAI7783	9900	01/22/2004
0027478	KANIHO,CHARLES E	02/25/2000	C	035CBBAI0631	9900	04/28/2005
0027798	FOWLER,GRACE	11/20/2000	C	035CBC6A9609	9900	02/14/2002
0028910	MARTINEZ,JOSE G	08/18/2000	C	035CBBAI3923	9900	02/27/2002
0029200	BLACKWELL,ANITA J	10/04/2000	C	026CBBAI4993	9900	01/16/2003
0029969	WOOD,HARRY M	11/02/2000	C	0000	9900	05/17/2005
0030090	NIX,DONALD F	03/16/2000	C	026CBAVF3271	9900	11/18/2002

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
0100627	WOODS,THOMAS I	01/16/2001	C	035CBBAI6353	9900	03/13/2002
0101585	O,SHIELDS C	01/24/2001	C	035CBBAI6808	9900	05/17/2001
0102051	EADES,BETTY W	01/12/2001	C	035CBBAI6433	9900	02/26/2002
0103245	GREEN,IRA	02/15/2001	C	035CBBAI6908	9900	06/11/2003
0104443	PRICE,JOHN	03/08/2001	C	035CBBAI7184	9900	02/26/2002
0104658	JONES,BARBARA J	04/04/2001	C	035CBBAI7519	9900	05/29/2003
0105140	TILMAN,ROBERT	04/18/2001	C	035CBBAI7714	9900	11/08/2002
0106305	ROBERTS,WILLIAM K	03/13/2001	C	035CBBAI7423	9900	07/05/2002
0106494	Vance,Barbara	02/20/2001	C	2660146098	9900	05/20/2005
0108192	POOLE,SHERON	03/22/2001	C	035CBBAI7493	9900	09/18/2002
0108193	MILES,RICKEY E	05/30/2001	C	035CBBAI8371	9900	08/27/2002
0109146	MCADAMS,SARA S	06/13/2001	C	035CBBAI8518	9900	08/27/2002
0109554	HAWTHORNE,HOWARD	07/05/2001	C	035CBBAI8797	9900	08/02/2002
0109922	LEWIS,RUSSELL A	07/10/2001	C	035CBBAI8848	9900	01/10/2003
0110952	HAMILTON,CLAUDE	03/06/2001	C	035CBBAI7213	9900	06/07/2002
0112840	SMITH,DORIS L	08/08/2001	C	026CBAVF1621	9900	06/13/2003
0112847	WILLIAMS,HELEN	02/28/2001	C	026CBBAI7198	9900	08/05/2004
0113313	SANDERS,JAMES E	07/22/2001	C	026CBAVF3476	0000	03/18/2005
0116723	DENDY,NEDRA N	08/31/2001	C	026CBAVF6781	9900	03/12/2002
0116725	WILLIAMS,JOHN	10/05/2001	C	026CBAVF8179	9900	02/27/2002
0119156	BROWN,LINDA	10/15/2001	C	026CBATS7215	0000	03/16/2005
0119379	BURDEN,WALTON S	11/14/2001	C	026CBATS1825	9900	04/21/2003
0121295	BAYLOR,PATRICIA A	03/27/2001	C	026CBBAI7413	9900	07/09/2002
0121302	XCLD 0121780,	01/23/2001	C	0000	9900	12/08/2003
0121618	HICKS,CAROL A	12/01/2001	C	0000	9900	09/27/2002
0121780	MCJUNKIN,MARTHA S	12/10/2001	C	026CBATS6131	9900	08/12/2003
0123264	OSBORNE,MICHAEL	10/10/2001	C	026CBAVF9485	9900	09/08/2003
0123885	LINDSEY,EUGENE	08/09/2001	C	026CBAVF2586	9900	06/20/2003
0124129	THRASHER,BEN F	05/12/2001	C	026CBBAI8748	9900	04/27/2004
0124720	WOOD,HARRY M	10/01/2001	C		9999	12/06/2007
0125894	SANDERS,JAMES E	12/13/2001	C	026CBAQG1533	0000	03/11/2005
0126715	O,KELLEY P	03/28/2001	C	026CBANT0395	9900	04/05/2006
0126797	MERRITT,BRIAN R	09/23/2001	C	026CBAVF6439	9900	02/27/2003
0126943	TURNER,RANDALL	06/12/2001	C	026CBBAI8671	9900	02/26/2003
0127164	BLAKELY,MAJOR W	10/11/2001	C	026CBAVF8780	9900	02/26/2004
0127187	REYNOLDS,ROBERT S	04/19/2001	C	026CBBAI7727	9900	06/13/2003
0127234	KINGS,JOHN F	04/27/2001	C	026CBBAI7895	9900	03/30/2004
0127235	LEWIS,THEODORE	06/26/2001	C	026CBBAI8749	9900	06/04/2003
0127402	RICE,SARA L	05/05/2001	C	026CBAMR3612	9900	01/06/2004
0127996	BREWER,JEREMY	06/29/2001	C	026CBBAI9086	9900	02/26/2004
0202459	HOPKINS,BARRY W	03/15/2002	C	026CBARV2770	9900	08/12/2003
0202749	VANCE,BARBRA	03/25/2002	C	026CBARV2813	9900	09/02/2004
0205086	JUSTICE,BOBBY	05/06/2002	C	026CBARV6587	9900	05/21/2004
0206172	PALAZA,NICOLAS	04/30/2002	C	026CBARV6716	9900	02/18/2003
0206859	SANDERS,JAMES E	02/01/2002	C	NRHR20070509	9900	06/13/2005

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
0207192	ROBINSON,KIMBERLIN	04/29/2002	C	026CBARV7547	9900	04/08/2003
0210910	ALDRICH,DARYL	08/01/2002	C	026CBAQG5268	9900	10/08/2003
0211977	BOBO,MARC J	07/09/2002	C	026CBAQG3443	9900	02/17/2004
0212197	XCLD 0212646,	06/05/2002	C	0000	9900	10/31/2003
0212646	BRYANT,CHARLES J	07/02/2002	C	026CBAQG7968	9999	07/25/2007
0213872	MCCLAIN,SAMUEL D	09/13/2002	C	026CBAQG9664	9900	08/12/2005
0218862	FIELDS,MARTHA	04/10/2002	C	026CBARV5052	9900	06/16/2005
0221538	BERRY,TAMMY M	10/11/2002	C	026CBAJF8799	0000	10/05/2004
0222519	HESTER,HAROLD D	08/29/2002	C	026CBAQG8452	9900	05/20/2003
0223414	KING,EDDIE	10/31/2002	C	026CBANT9147	9900	02/03/2003
0223723	JONES,STEVE	11/25/2002	C	026CBAMR0498	0000	12/02/2004
0225229	HOLBROOKS,CHARLES N	07/10/2002	C	026CBAQG2922	9900	10/24/2003
0225718	WOOD,BILLY R	08/08/2002	C	026CBANT0860	9900	11/13/2003
0225719	HONEA,THADDEUS	08/08/2002	C	026CBANT0894	9900	11/13/2003
0225720	BECK,BIRDELL	06/14/2002	C	026CBAQG0971	0000	02/22/2005
0226112	MOSS,DEWEY	02/07/2002	C	026CBATS9094	9900	12/02/2003
0226117	JIMENEZ,ROCIO	01/09/2002	C	026CBATS6705	9900	11/20/2003
0227606	LOONEY,NATHAN B	10/09/2002	C	026CBACZ6366	9900	05/30/2006
0300023	BELL,DAVID E	01/09/2003	C	026CBANT9719	9900	05/18/2004
0300184	VAUGHN,CODY E	01/08/2003	C	026CBAMR0011	9900	06/14/2004
0300281	HARKNESS,CAREY	01/17/2003	C	026CBAMR0336	9900	08/20/2004
0300627	FOSTER,JAMES D	01/27/2003	C	026CBAMR1633	9900	12/19/2003
0303441	JENNINGS,MATTIE L	03/17/2003	C	026CBAMR6102	9900	01/13/2004
0304058	TONEY,FRANCES	02/02/2003	C	026CBAMR8294	9900	08/04/2005
0304242	TONEY,FRANCES L	03/10/2003	C	NRCF20070509	9900	08/04/2005
0304493	BERRY,TAMMY	04/22/2003	C	026CBAMR9003	0000	10/05/2004
0305841	MALONE,BRENDA A	04/03/2003	C	026CBAMR7237	0000	11/04/2004
0311565	WIRTZ,RONALD	06/30/2003	C	026CBALC6634	0000	03/30/2005
0311627	OAKLEY,TANYA A	06/25/2003	C	026CBALC5736	9900	08/31/2004
0312809	WORLEY,ROBERT V	08/09/2003	C	026CBC5H3842	0000	12/08/2004
0313795	BOWERS,LARRY	07/18/2003	C	026CBALC9015	9900	11/17/2005
0314071	OWENS,STEVE A	08/14/2003	C	026CBAJF1228	0000	10/20/2004
0314079	LEWIS,THOMAS	08/27/2003	C	026CBAJF5641	9900	02/10/2004
0314886	GAILLARD,TAMMY	06/02/2003	C	026CBAJF8603	0000	02/16/2005
0318066	HENDERSON,CAPRINA	10/27/2003	C	026CBAGW0257	9900	05/22/2006
0318480	ELLENBURG,TINA L	07/09/2003	C	026CBAJF0200	0000	11/03/2004
0318482	REILLY,KATHLEEN	11/17/2003	C	026CBAKK7523	9900	09/21/2005
0318978	EVANS,SHIRLEY L	08/19/2003	C	026CBAJF1554	9900	04/16/2004
0319805	WEEKS,WILLIAM J	12/12/2003	C	026CBAGW3840	9900	03/19/2004
0320475	REID,ERNESTINE	09/02/2003	C	026CBAJF3648	9999	09/13/2007
0322689	GRAHAM,DOVIE J	06/20/2003	C	026CBAFE2394	9900	08/15/2005
0323182	KELLEY,PATRICK	03/26/2003	C	026CBAMR7502	0000	12/07/2004
0324730	CAMPBELL,WILLIE	04/09/2003	C	026CBAMR8262	0000	11/01/2004
0326448	STEPHENS,JOHN E	09/03/2003	C	026CBCJP4188	9900	11/23/2005
0400498	HAMILTON,MARY M	01/12/2004	C	026CBAGW8430	9900	04/27/2004

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
0401495	JACKSON,RHONDA G	01/26/2004	C	026CBAFE0881	9900	09/28/2004
0402300	WILLIAMS,GEORGE D	02/27/2004	C	026CBAFE2821	9900	06/03/2004
0403112	MOSER,DEWAYNE	03/23/2004	C	026CBAFE4375	9900	06/21/2005
0403986	SADDLER,VENNIE	03/16/2004	C	026CBAFE4162	9900	12/13/2005
0406403	HUNTER,RAQUEL P	01/05/2004	C	026CBAFE9921	9900	11/07/2006
0409619	CARTER,ZENETA R	07/06/2004	C	026CBACZ6173	0000	10/13/2004
0411435	SCHAFFER,MICHAEL	08/02/2004	C	026CBACZ9735	9900	08/25/2004
0413934	HOLLAND,TAMARA M	08/23/2004	C	026CBAAU1419	9900	09/29/2004
0414506	CARTER,MILFORD E	08/10/2004	C	026CBAAU0106	9900	07/27/2005
0414776	YATES,MICHAEL W	08/19/2004	C	026CBAAU1118	0000	12/02/2004
0416302	RICHARDSON,FRANCES	08/06/2004	C	026CBACZ9579	9900	04/06/2006
0417651	POINTER,WILLIAM J	07/23/2004	C	026CBAAU8996	0000	02/25/2005
0418814	SMITH,FRED	06/17/2004	C	026CBACZ4399	9900	08/08/2006
0419255	ALLEN,JOHNNIE M	10/21/2004	C	026CBAAU8790	9900	01/19/2006
0501388	MOORE,GLORIA	01/15/2005	C	026CBCMM2821	9900	06/08/2006
0502844	SHAW,ANNETTE E	01/04/2005	C	026CBCMM2116	9900	04/20/2006
0503583	KEITH,SALLY R	01/17/2005	C	026CBCMM2779	9900	04/19/2005
0503989	JOHNSON,PHYLLIS M	01/20/2005	C	026CBCMM3170	9900	07/19/2005
0504870	MARTIN,BOBBY	04/14/2005	C	026CBCMM9176	9900	12/21/2005
0507633	LEWIS,THOMAS	05/26/2005	C	026CBCJP4272	9900	11/13/2006
0509544	XCLD 0507633,	05/23/2005	C	026CBCJP4272	9900	08/23/2005
0511241	SHAW,KEVIN	02/15/2005	C	026CBCMM5335	9900	09/12/2005
0513239	JAMES,KENNETH L	03/11/2005	C	026CBCMM6905	9900	05/24/2006
8015145	WILEY,JR,JESSIE J	03/21/1980	C		0000	04/29/1992
8523979	MOSS,ARTHUR	03/12/1985	C		9900	11/01/1985
8534107	WARD,HENRY R	03/20/1985	C		9900	03/02/1987
8562005	HIGGINBOTHAN,SHERRYL J	08/11/1985	C		9900	04/14/1986
8562449	BANNISTER,KYLE	05/10/1985	C		9900	05/14/1986
8564935	WILLIAMSON,KENNETH W	09/30/1985	C		9900	10/10/1986
8580125	MEDICAL,ONLY	01/30/1985	C		9900	04/18/1985
8582317	MEDICAL,ONLY	06/30/1985	C		9900	08/16/1985
8582715	MEDICAL,ONLY	07/30/1985	C		9900	09/10/1985
8583227	MEDICAL,ONLY	08/31/1985	C		9900	09/26/1985
8584354	MEDICAL,ONLY	12/30/1985	C		9900	02/18/1986
8585103	MEDICAL,ONLY	10/30/1985	C		9900	04/29/1986
8603790	PARKER,WILLIAM B	02/07/1986	C		9900	07/22/1987
8681487	MEDICAL,ONLY	04/30/1986	C		9900	05/14/1986
8682922	MEDICAL,ONLY	08/31/1986	C		9900	09/22/1986
8683431	MEDICAL,ONLY	10/31/1986	C		9900	12/10/1986
8688969	FULLER,WILLIAM A	12/01/1986	C		9900	07/14/1987
8692185	REECE,RUTH	04/25/1986	C		9900	09/24/1990
8704561	WILSON,LOUIS	01/23/1987	C		9900	09/24/1990
8719014	MACOMSON,KURT D	02/11/1987	C		9900	06/29/1990
8721379	MCCOLLUM,JAMES E	04/25/1987	C		9900	10/14/1987
8744959	MACHEN,CHARLES R	07/19/1987	C		9900	03/18/1988

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Date: 10/04/2021 South Carolina Workers' Compensation Commission
Time: 11:42 AM Open & Closed Cases for Carrier 0718-Westpoint Stevens, Inc.

CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
8771483	FISHER,RICHARD E	10/20/1987	C		9900	09/01/1988
8771584	WHITFIELD,ANNIE	09/04/1987	C	172134	9900	01/23/1989
8772296	SNELGROVE,JAMES M	08/31/1987	C		9900	09/28/1988
8772716	BLACK,ERNESTINE	06/09/1987	C		9900	12/07/1988
8843767	SPEARS,WILLIAM C	10/08/1988	C		9900	05/18/1989
8844567	RICHEY,DONNIE L	05/25/1988	C		9900	07/24/1990
8848411	FULLER,WILLIAM A	05/03/1988	C		9900	01/15/1991
8858810	BRUCE,EDWARD L	10/17/1988	C		9900	06/07/1989
8859277	JOHNSON,SHERRI S	11/06/1988	C		9900	12/04/1990
8859488	WHITTEN,GEORGE W	04/12/1988	C		9900	08/10/1989
8860415	TAYLOR,NATHANIEL	12/12/1988	C		9900	01/14/1991
8860791	CAMPBELL,JOEL	08/15/1988	C		9900	04/22/1994
8862931	JOHNSON,CALVIN D	11/15/1988	C		9900	08/03/1992
8904334	NORMAN,RICKEY	02/15/1989	C		9900	08/22/1989
8918691	SULLIVAN,BRENDA L	05/13/1989	C		9900	01/09/1992
8927895	MCKEE,WANDA S	03/20/1989	C		9900	12/07/1989
8929583	WILLIAMS,PAULA	07/14/1989	C	M52584E	9900	01/11/1990
8939542	ELRIDGE,MARTY W	09/08/1989	C	504228J	9900	12/23/1991
8942714	HENDERSON,JR,CALVIN L	10/12/1989	C	M54602K	9900	08/28/1990
8944257	QUEEN,WILMA J	11/04/1989	C	M54905F	9900	06/28/1996
8945123	EARLE,JANET	09/22/1989	C	M54252J	9900	02/08/1991
8951952	LONG,BETTY	09/22/1989	C	M54106M	9900	02/21/1992
8953505	MEECE,GEORGE G	11/22/1989	C	M55716P	9900	04/16/1992
8954307	CHILDRESS,BILLY	12/19/1989	C	M56179M	9900	04/18/1990
8954308	LOWE,MARGARET T	03/28/1989	C		9900	04/30/1994
8956144	CANNON,KATHERINE S	10/12/1989	C	M547301	9900	05/30/1990
8958032	HOLBROOKS,THOMAS E	09/26/1989	C	M54152N	9900	06/17/1993
8958757	CURRY,MARY	11/15/1989	C	BW25527	9900	05/04/1994
8958917	STEGALL,SAMUEL	08/23/1989	C	M53472E	9900	03/05/1991
8959414	SHIRLEY,SARA R	10/11/1989	C	M54742N	9900	10/24/1991
8960057	PORTER,MALINDA P	09/14/1989	C	M53897N	9900	05/29/1991
8960058	SMITH,ANNETTE	08/21/1989	C	M53471T	9900	03/13/1991
8960240	SMITH,BOBBY	10/19/1989	C	W28983R	9900	04/23/1991
8960243	BROWN,DOUGLAS M	11/26/1989	C	NRCF 20070509	9900	05/03/1994
8960399	BEARDEN,CINDY	10/11/1989	C		9900	05/03/1994
8960440	BEARDEN,CYNTHIA M	09/19/1989	C	EM54077	9900	05/04/1994
8960514	FREE,KI	05/03/1989	C		9900	03/27/1991
8960634	RAYFORD,DOROTHY C	11/01/1989	C	W22160A	9900	10/28/1991
8960647	LEE,RUBY N	08/16/1989	C	EM53794	9900	08/03/1992
8961038	CORNETT,MICHAEL	09/08/1989	C	EM53719	9900	03/30/1993
9013507	WINKLER,OTIS E	04/25/1990	C	W23662K	9900	06/17/1991
9023759	JACKSON,ROBERT E	06/20/1990	C	W24841K	9900	01/03/1991
9024910	TODD,RICKY A	03/12/1990	C	W24437H	9900	12/28/1990
9025798	SLOOP,ROGER B	02/14/1990	C	W21696J	9900	04/16/1992
9029578	HAWKINS,BETTY L	03/31/1990	C	BW23830	9900	03/06/1992

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9030107	BARNES,ESTELL H	08/09/1990	C	W26500M	9900	01/16/1991
9030108	KNOX,TONY	04/12/1990	C	W23587J	9900	01/31/1991
9030109	SIZEMORE,SHIRLEY D	07/26/1990	C	W26021R	9900	09/11/1991
9033958	CANNON,KATHERINE	07/12/1990	C	W254467	9900	08/13/1991
9035682	CARVER,RICHARD A	09/04/1990	C	W27441T	9900	02/07/1991
9035683	CHRISLEY,GENE R	09/13/1990	C	W27442E	9900	02/07/1991
9035684	MOORE,JACKIE R	09/15/1990	C	W27445N	9900	01/17/1991
9035685	WILLIAMS,RALPH	09/12/1990	C	W27466M	9900	11/12/1991
9036127	LYLES,JAMES L	10/01/1990	C	W27531H	9900	02/25/1991
9037201	STAHLNECKER,GEORGE	09/28/1990	C	W27713J	9900	02/25/1991
9037598	DEMSTER,CAROLYN	09/28/1990	C	W27740T	9900	12/20/2000
9037599	LYLES,MILDRED L	09/26/1990	C	W2741E1	9900	11/08/1991
9038918	SIMPSON,HASKELL D	06/05/1990	C	W24433M	9900	01/17/1991
9039506	PUTNAM,JEWELINE P	01/05/1990	C	MS6158N	9900	08/13/1991
9040510	HAMM,DANNY	10/02/1990	C	W28214J	9900	08/13/1991
9040511	SANDERS,MICHAEL	06/08/1990	C	W24601M	9900	02/28/1992
9040975	KIDD,RAYMOND	09/27/1990	C	W28262R	9900	08/13/1991
9041108	KUDRA,BYRON J	10/12/1990	C	W28279K	9900	10/18/1995
9043228	SMITH,BOBBY	06/27/1990	C	BW28755	9900	06/13/1991
9043629	GLENN,HOYT B	08/19/1990	C	W28624N	9900	03/27/1991
9043630	MORTON,EDWARD	10/30/1990	C	W28627F	9900	04/30/1994
9044390	MORTON,AUSTIN	10/29/1990	C	NRHR20070509	9900	05/15/1991
9044391	PRUITT,JACKIE	10/11/1990	C	NRCF 20070509	9900	08/09/1991
9046369	KELLY,SR,JIMMY D	09/03/1990	C	W28978J	9900	01/24/1992
9046370	MOORE,TRACY	11/06/1990	C	8900154	9900	05/09/1991
9046526	STEPHENS,CORBETT	10/26/1990	C	W28551K	9900	05/06/1991
9046527	STURGHILL,ALVIN J	11/15/1990	C	W29020A	9900	04/11/1991
9047199	KELLY,MILDRED	07/16/1990	C	W25488H	9900	12/14/1990
9047369	NICHOLSON,JOHN E	07/31/1990	C	W26185K	9900	12/21/1990
9048058	MOORE,HENRY D	08/14/1990	C	W26854H	9900	12/21/1990
9048059	MOORE,MYRA R	09/04/1990	C	W26972J	9900	12/21/1990
9048409	MARTIN,JAMES	08/27/1990	C	W26882R	9900	06/20/1991
9049772	KAY,ROSE L	09/09/1990	C	W27444K	9900	01/10/1991
9050192	HOLDEN,CAROLYN	08/19/1990	C	W26847K	9900	01/10/1991
9051510	HARP,JOSEPH	12/13/1990	C	W29940H	9900	04/23/1994
9051915	YONCE,KATIE J	12/22/1990	C	M50043A	9900	01/23/1995
9052691	BROWNLEE,HARRISON E	09/12/1990	C	W27921R	9900	02/08/1991
9052944	GREENLEE,BETTY E	12/21/1990	C	M50121N	9900	01/14/1993
9052945	LATHAM,MARGARET	11/27/1990	C	M50124F	9900	07/13/1992
9052946	TALLEY,CAROL	12/17/1990	C	BW29474	9900	05/14/1991
9052947	WRIGHT,RUTH A	11/02/1990	C	W28986J	9900	09/05/1991
9053622	MARTIN,LOU	11/30/1990	C	BM50127	9900	10/10/1991
9053623	VINSON,EDDIE	10/24/1990	C	W28357E	9900	02/25/1991
9054221	WILLIS,BILLY	05/15/1990	C	W24158A	9900	04/25/1994
9054261	LONG,THELMA L	11/20/1990	C	W28999H	9900	08/13/1991

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9054724	WEST,JENNY W	11/15/1990	C	W29001K	9900	04/10/1991
9054726	FOSTER,BARBARA A	08/02/1990	C	W28972H	9900	05/07/1992
9054784	COX,MARTY B	12/06/1990	C	W29302R	9900	03/29/1991
9054824	CARTER,JACK T	10/21/1990	C	W28971E	9900	08/15/1991
9054825	PEARSON,ROGER L	09/18/1990	C	7890137	9900	08/09/1991
9054826	SHAW,KEVIN	10/23/1990	C	W28356T	9900	08/09/1991
9054935	CANUPP,EDNA O	12/04/1990	C	W29251P	9900	08/19/1991
9054936	MOODY,DAVID	11/08/1990	C	7890152	9900	08/12/1991
9054937	SMITH,DENNIS E	09/04/1990	C	M51124N	9900	08/09/1991
9054990	WILLIAMS,JESSIE	10/25/1990	C	W29002N	9900	06/24/1991
9055429	TENCH,BARBARA L	09/13/1990	C	W27449J	9900	08/13/1991
9055915	SULLIVAN,BRENDA L	10/16/1990	C	W29065J	9900	01/03/1992
9056056	CABE,OLIN E	12/19/1990	C	M50230M	9900	05/07/1993
9056071	KNIGHT,SHARION A	03/27/1990	C	W24843R	9900	08/12/1991
9056610	CROMER,BEVERLY	10/23/1990	C	W28211R	9900	05/08/1992
9057055	SPARKS,CARL	12/21/1990	C	W29472E	9900	12/19/1991
9057307	WHISENHUNT,JAMES	06/29/1990	C	BW25776	9900	01/14/1993
9057375	CAMPBELL,JAMES R	10/26/1990	C	W28970T	9900	07/08/1993
9057418	DICKERT,BARBARA	05/24/1990	C	W24488H	9900	02/12/1992
9057547	TERRY,JR,JAMES E	08/08/1990	C	BW24294	9900	04/22/1992
9057650	XCLD 9141820,	06/01/1990	C	00	9900	12/11/1991
9057651	XCLD 9057375,	11/01/1990	C	00	9900	12/11/1991
9057768	WEBB,TIMOTHY L	05/25/1990	C	BW24439	9900	04/16/1992
9057783	DERRICK,ANTHONY	09/20/1990	C	BM55006	9900	12/04/1992
9057806	HILL,ROBERT	12/01/1990	C	W29245E	9900	05/07/1992
9058454	HAMILTON,DORA	11/01/1990	C	D611823	9900	12/07/1992
9058582	WATT,JEMMIE	06/28/1990	C	BW25120	9900	03/16/1993
9105012	MEDLIN,JEFF	02/16/1991	C	M51055F	9900	06/17/1991
9105013	PUCKETT,DOYL L	02/18/1991	C	M51066P	9900	08/14/1991
9105588	ROBINSON,BOBBI J	02/23/1991	C	7890177	9900	06/17/1991
9106760	WILSON,LAURA J	02/25/1991	C	BM51059	9900	03/16/1993
9107158	BLACKWELL,DANIEL	03/11/1991	C	7890181	9900	06/13/1991
9107336	OWENS,TIM	01/17/1991	C	M51436M	9900	06/13/1991
9110308	JOBIN,JOE	02/17/1991	C	M51976N	9900	07/22/1991
9112225	MARTIN,MINNIE	03/18/1991	C	M51434F	9900	01/13/1992
9115815	VICKERY,MARY	04/22/1991	C	M52878P	9900	01/19/1994
9116632	WEST,JENNY W	05/14/1991	C	M52719A	9900	03/08/1993
9116732	KINARD,LASONIA	03/24/1991	C	158BB	9900	09/25/1991
9124263	RUDDER,C	04/04/1991	C	M51842E	9900	04/16/1992
9125369	EVANS,MARGIE E	05/06/1991	C	M54379F	9900	12/04/1992
9126133	EISON,JEROME	02/07/1991	C	M50610P	9900	10/28/1991
9127899	THRASHER,BEN	04/01/1991	C	M52807A	9900	04/27/1992
9128102	MOORE,JACKIE	04/26/1991	C	M52583A	9900	08/26/1991
9128103	MULLIKIN,SHANE	05/02/1991	C	M52561T	9900	08/26/1991
9128104	THOMASON,LYNN	03/10/1991	C	M52676T	9900	08/26/1991

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9129666	LOPEZ,MODESTO J	08/18/1991	C	BM55200	9900	03/04/1993
9129667	WINKLER,JIMMY L	08/18/1991	C	BM55261	9900	03/04/1993
9129906	PARNELL,GLENDA	07/19/1991	C	M54533E	9900	01/11/1993
9133903	WRIGHT,LINDA	09/03/1991	C	M55592M	9900	07/14/1992
9134594	BRUCKE,CHARLES A	09/11/1991	C	M56076J	9900	03/17/1993
9137973	GAINES,JAMES E	06/24/1991	C	1789196	9900	04/16/1992
9138862	TILLMAN,ELLER	02/16/1991	C	0817890	9900	08/17/1992
9139626	MILLER,WILLARD	06/28/1991	C	M53988H	9900	12/04/1992
9139826	HOLBROOKS,TIMOTHY R	07/12/1991	C	BM56892	9900	03/29/1993
9140913	GRAY,ANNIE	07/30/1991	C	BM57058	9900	04/17/1992
9140914	MARCENGILL,RUSSELL B	08/14/1991	C	M55183K	9900	05/05/1993
9140915	SATTEFIELD,CHADWICK B	07/21/1991	C	M56436R	9900	02/21/1992
9140948	SKELTON,NORMA J	08/13/1991	C	BM57819	9900	02/18/1992
9141820	CAMPBELL,JAMES	05/09/1991	C	M52805N	9900	07/08/1993
9141821	TILLMON,TERRY	10/01/1991	C	M56363N	9900	05/21/1994
9144193	SANDERS,TAMMY	10/03/1991	C	BM56441	9900	03/24/1993
9144547	MCADAMS,DENNIS M	08/19/1991	C	M55214M	9900	12/06/1991
9144548	PEARSON,BOBBY L	07/27/1991	C	BM55002	9900	12/06/1991
9144549	PEARSON,RICHARD	08/03/1991	C	M54999H	9900	12/06/1991
9144550	VICKERY,MARY	08/05/1991	C	M55008P	9900	12/06/1991
9145538	WOODALL,JOHNNY P	07/26/1991	C	BM54589	9900	04/08/1993
9145671	DERRICK,ANTHONY	10/09/1991	C	BM56753	9900	12/04/1992
9146929	HUNTER,LORETTA	10/05/1991	C	BM56550	9900	01/21/1994
9149091	BELL,CARL E	05/23/1991	C	M53099H	9900	06/21/1993
9149641	HILL,DONALD	08/20/1991	C	M55353R	9900	01/20/1992
9149642	KAY,ROSE	07/23/1991	C	M55583J	9900	01/20/1992
9149956	BROWN,TERRIE	09/22/1991	C	M56298J	9900	10/21/1992
9150600	SENTELL,DONNIE L	12/16/1991	C	BM58213	9900	09/15/1993
9150699	BOWEN,MICHAEL	05/16/1991	C	BM52861	9900	01/15/1993
9150927	PURDY,ROGER D	11/11/1991	C	BM54255	9900	05/07/1992
9151058	CLARKE,JOHN D	05/14/1991	C	M52729J	9900	05/07/1992
9151059	CRAWFORD,JR,SAMUEL	09/30/1991	C	M56362K	9900	02/07/1992
9151060	SMITH,STEVE	09/30/1991	C	M56435N	9900	02/07/1992
9151434	MEALOR,MICHAEL	03/01/1991	C	M52354N	9900	05/27/1994
9151435	MEALOR,MICHAEL	10/01/1991	C	BM57181	9900	05/27/1994
9151986	VIA,TIMOTHY	12/30/1991	C	M58270N	9900	08/05/1992
9152163	MCALISTER,JAMES E	03/19/1991	C	M51591M	9900	08/17/1992
9152175	LIVINGSTON,RICKY	08/20/1991	C	M58985A	9900	08/21/1992
9152579	JONES,STEVEN D	10/13/1991	C	M57027F	9900	03/06/1992
9152580	SIMS,LANE	10/21/1991	C	M57026A	9900	03/06/1992
9152626	SHIELDS,AMELIA W	10/21/1991	C	BM57568	9900	04/29/1993
9153042	LAND,MARIA	10/31/1991	C		9900	02/24/1994
9153218	SWAFFORD,GLENN	09/01/1991	C	BM56056	9900	05/06/1994
9153558	DONALDSON,ANDRA	08/06/1991	C	M57812P	9900	08/03/1992
9153559	STEPHENS,RONNIE	12/27/1991	C	BM59072	9900	12/04/1992

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9153590	MCCOY,MARY F	11/26/1991	C	M576371	9900	12/07/1992
9153591	DESPAINE,LOVELLA M	12/06/1991	C	M57979T	9900	04/06/1992
9153632	OWENS,JIMMY E	12/07/1991	C	BM58038	9900	10/06/1994
9154117	MOORE,JAMES	12/29/1991	C	M58269T	9900	04/22/1992
9154183	HOLLAND,SHIRLEY	07/12/1991	C	BM54254	9900	08/12/1992
9154184	HOLLAND,SHIRLEY	10/02/1991	C	BM56754	9900	08/11/1992
9154185	SAYLORS,TALMAGE	12/23/1991	C	M58381T	9900	04/24/1992
9154565	SANDERS,MARY	09/16/1991	C	BM56052	9900	04/01/1993
9154702	ERWIN,JAMES K	10/17/1991	C	BM56906	9900	02/03/1994
9154703	WINCHESTER,EDNA	12/06/1991	C	BM58169	9900	08/26/1993
9155639	INVESTER,DONNIE	07/25/1991	C	BM54538	9900	07/09/1993
9155800	GILBERT,EDDIE	09/27/1991	C	BM56434	9900	04/06/1993
9155810	MYERS,TROY J	02/27/1991	C	BM51056	9900	01/07/1993
9156661	BROWN,TOMMY R	03/04/1991	C	035CBD613154A	9900	04/22/1993
9156693	MORGAN,GAIL E	09/26/1991	C	BM56846	9900	01/03/1995
9157067	BRADLEY,JOSEPH T	07/29/1991	C	BM5453K	9900	07/15/1994
9200172	BRAMLETT,BOBBY L	01/09/1992	C	BM58379	9900	11/04/1992
9201547	MASTERS,ROSA D	01/24/1992	C	BM58740	9900	02/04/1993
9204780	SULLIVAN,SHENAYE	01/21/1992	C	610146N	9900	09/23/1992
9205265	SANDERS,JANICE D	02/26/1992	C	BM59551	9900	05/14/1993
9206139	DURHAM,DAWN	02/17/1992	C	BM59517	9900	09/30/1992
9206712	MITCHELL,CHARLES R	03/04/1992	C	BM59704	9900	05/13/1993
9207200	SPEED,CAROLINE W	02/18/1992	C	M59827T	9900	06/25/1992
9208008	SIMMONS,DONALD	02/26/1992	C	BM59773	9900	10/28/1993
9209178	HUNTER,JAMES	03/24/1992	C	D610261	9900	02/02/1993
9209181	LOFTIS,GREGORY L	03/17/1992	C	D610262	9900	04/08/1996
9209549	CAPPS,WILLIE J	02/04/1992	C	D610321	9900	10/11/1993
9209550	HOLCOMBE,MARK	02/17/1992	C	CM59511	9900	03/04/1993
9210552	WHITFIELD,FRANKIE	01/02/1992	C	M58297N	9900	04/22/1992
9210553	WOOD,MARTY	01/02/1992	C	M58296K	9900	04/22/1992
9210866	COX,BEVERLY G	02/17/1992	C	BM59525	9900	06/06/1994
9210867	HICKS,CHRISTINE A	01/07/1992	C	BM59230	9900	07/31/1992
9212396	BRAMLETT,HAROLD	01/27/1992	C	BM58857	9900	12/15/1994
9212397	MILLER,BARBARA J	04/16/1992	C	610535A	9900	04/08/1993
9212565	DAVIS,RICHARD S	01/09/1992	C	M58673M	9900	03/03/1993
9213679	PEARSON,ROGER	01/23/1992	C	BM58979	9900	04/08/1993
9214081	COBB,BOYD L	01/17/1992	C	BM59071	9900	01/08/1993
9214082	LONG,SARAH H	04/02/1992	C	D610530	9900	08/12/1994
9214893	MCNAIR,KENNETH M	02/12/1992	C	M59266J	9900	05/22/1992
9215069	MCDANIELS,TONYA M	02/03/1992	C	9325TCM	9900	05/28/1992
9215070	PRUETT,GARY	02/09/1992	C	M59316P	9900	05/28/1992
9215923	WILLIAMS,JOHN C	02/24/1992	C	M59569M	9900	06/08/1992
9216290	HALL,GREGORY A	02/18/1992	C	BM59370	9900	06/04/1992
9216863	WILLIAMS,JOHNNY C	04/15/1992	C	D610552	9900	10/28/1997
9218552	FOSTER,BARBARA A	05/05/1992	C	D610699	9900	02/04/1993

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9219917	BLACK,PAULINE	02/06/1992	C	BM59322	9900	12/23/1992
9220929	GREENE,JAMES H	03/18/1992	C	610241K	9900	07/07/1992
9220930	NUNNALLY,MARY	04/05/1992	C	D610551	9900	08/31/1992
9221170	JONES,GORDON B	03/25/1992	C	D610257	9900	10/11/1993
9221340	REECE,JERRY F	04/01/1992	C	610337T	9900	07/09/1992
9222595	CHAPPELL,HAROLD D	03/13/1992	C	BM59943	9900	02/24/1993
9224826	TURNER,JERI D	04/24/1992	C	D610578	9900	07/06/1993
9225119	SLAUGHTER,ODESSIA	07/14/1992	C	D611639	9900	04/27/1994
9225533	SMITH,BOBBY J	06/11/1992	C	D611202	9900	01/12/1994
9226784	MCALISTER,JEAN W	01/13/1992	C	D611503	9900	01/07/1993
9227226	GATES,MAMIE	08/03/1992	C	D611830	9900	01/29/1993
9227229	BRADLEY,JOSEPH	07/20/1992	C	D611814	9900	07/22/1993
9228160	BOLT,JAMES M	08/03/1992	C	D611979	9900	12/08/1992
9228965	ALEXANDER,DAVID R	07/06/1992	C	D611722	9900	11/09/1993
9229400	LANDRETH,KEVIN J	05/13/1992	C	D610810	9900	08/28/1992
9229410	WALKER,MARY L	02/17/1992	C	59367CM	9900	02/24/1993
9229592	MCCLURE,RICHARD L	08/10/1992	C	D612062	9900	12/03/1992
9229603	CRAIG,LINDA E	06/19/1992	C	D611724	9900	09/12/1995
9229957	AMMONS,JOHNNY R	05/15/1992	C	D610846	9900	01/31/1996
9229958	MOORE,MARIA L	05/06/1992	C	D610819	9900	01/19/1994
9230359	HARPER,BETTY J	07/17/1992	C	612124K	9900	06/02/1994
9231859	BRAMLETT,HAROLD D	08/26/1992	C	D612237	9900	12/15/1994
9232247	MCMAHAN,ALEX C	08/27/1992	C	D612233J	9900	02/12/1993
9232464	BRYANT,DERRILL	05/28/1992	C	D610996	9900	02/16/1994
9232905	LUNSFORD,RANDY S	07/09/1992	C	D611682	9900	06/10/1994
9234926	GOSNELL,WILLIAM C	05/14/1992	C	D611350R	9900	10/09/1992
9234958	RICHARDSON,CURTIS R	09/03/1992	C	D612309	9900	03/17/1993
9234959	SAMONS,RAYFORD	07/27/1992	C	D612160	9900	03/24/1994
9235491	WOOD,MARTY L	06/17/1992	C	D611472N	9900	10/12/1992
9235960	WHORLEY,CLINTON L	06/22/1992	C	D611473R	9900	10/15/1992
9236129	WIDEMAN,JANIE J	06/17/1992	C	D611300	9900	06/13/1997
9236499	PEPPER,HUGH A	06/25/1992	C	D611345	9900	07/30/1993
9236500	ZUPANIC,FRANK	06/25/1992	C	D611348	9900	03/11/1993
9238634	WAKEFIELD,CRAIG D	07/25/1992	C	035CMD611732J	9900	10/29/1992
9239723	HOLCOMBE,DOROTHY C	06/28/1992	C	D611723	9900	11/09/1994
9241252	DOOLEY,SHARON B	08/03/1992	C	D612003R	9900	11/18/1992
9241253	SIMMONS,ROBERT	07/21/1992	C	D611934F	9900	11/18/1992
9241254	THRASHER,MARK E	08/13/1992	C	D612023M	9900	11/18/1992
9241971	MORRISON,MICHAEL	01/30/1992	C	D613292	9900	05/05/1993
9242809	GAMBRELL,ERIC	09/14/1992	C	D612855	9900	11/17/1993
9242810	HOLDER,BARBARA	08/09/1992	C	D611939	9900	01/12/1996
9243286	THOMASON,JEFFREY L	08/13/1992	C	D612060	9900	11/30/1992
9243314	KIMBRELL,KARL	08/02/1992	C	D611856	9900	12/01/1992
9243315	SKINNER,JOHN N	08/09/1992	C	D612039	9900	12/01/1992
9243316	WHEELER,GEORGE W	10/30/1992	C	D613098	9900	08/27/1993

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9243876	FOSTER,BARBARA	11/09/1992	C	D613310	9900	06/06/1994
9245044	ELLER,DANNY O	10/15/1992	C	D612983H	9900	12/10/1992
9245896	MCHANEY,SHELIA	09/18/1992	C	D612836	9900	03/07/1994
9246040	DURHAM,JIMMY R	08/10/1992	C	D611965K	9900	12/17/1992
9246349	GANTT,MARIE B	11/11/1992	C	NRHR20070509	9900	08/19/1993
9246427	DAVIS,MELISSA R	11/21/1992	C	D6134228	9900	04/05/1993
9248356	STONE,DEWEY D	09/18/1992	C	D612658T	9900	01/07/1993
9249108	CRAIG,DONNIE	09/12/1992	C	D612534	9900	08/24/1993
9250579	REECE,RUTH P	10/08/1992	C	D613076	9900	07/15/1994
9250644	SARGENT,SANDRA A	09/10/1992	C	D612793	9900	06/24/1994
9250648	EPPERSON,BRIAN	11/17/1992	C	D613340	9900	08/29/1995
9250994	ELDRIDGE,FRANCIS	10/14/1992	C	D612879	9900	03/24/1994
9252091	PRUITT,LOUISE H	11/04/1992	C	D613454	9900	02/25/1994
9252092	WILT,PATRICIA F	12/01/1992	C	D613585	9900	09/02/1998
9252284	GIBSON,CHARLES	12/22/1992	C	D614316	9900	06/17/1993
9253548	WILSON,ROYAL W	06/21/1992	C	D613634	9900	03/17/1993
9253622	JOHNSON,EARNESTIN L	07/16/1992	C	D612563	9900	11/30/1993
9254027	BECK,BIRDELL B	08/04/1992	C	D612076	9900	06/15/1993
9254574	JETER,RICKY A	11/20/1992	C	D615305	9900	06/29/1994
9254704	WHITTEN,GORDON	11/16/1992	C	D614038P	9900	05/10/1993
9255732	KNOX,DELOIS	11/20/1992	C	D613421	9900	04/06/1994
9255928	HUGHES,DELORIS	11/11/1992	C	D618562	9900	01/16/1995
9256139	BEARDEN,MONTEZ E	10/01/1992	C	D619236	9900	12/23/1993
9256343	DUNCAN,LILLIE	10/10/1992	C	D612812	9900	02/17/1994
9256880	WARE,HENRY L	05/10/1992	C	035CBD9U4550	9900	06/25/1996
9257280	MCCULLOUGH,RICK	08/01/1992	C	D619629F	9900	10/30/1995
9257293	MCCULLOUGH,RICKY	10/23/1992	C	035CBD619629	9900	10/30/1995
9303376	SIMPSON,DONALD O	02/08/1993	C	D614595	9900	05/06/1994
9304445	CRIDER,MELVIN C	02/12/1993	C	D614689E	9900	03/31/1993
9305744	HOLLAND,REBECCA C	01/22/1993	C	D614688T	9900	06/19/1995
9306540	BAWKINS,JENETTE	01/15/1993	C	D614531	9900	06/04/1993
9306541	CHARPING,RICHARD E	03/03/1993	C	D615090T	9900	06/30/1994
9306542	OSBORNE,NANCY S	02/03/1993	C	D614967	9900	10/19/1994
9307192	SMITH,WILARD B	02/27/1993	C	D614916	9900	08/17/1993
9308719	STEPHENS,WANDA	03/04/1993	C	D616719	9900	03/04/1994
9309161	THOMPSON,NOEL	02/22/1993	C	D615251E	9900	06/15/1993
9310700	HOLBROOKS,HENRY C	02/28/1993	C	D6159990	9900	10/06/1993
9311428	SIMPSON,SUSAN L	04/15/1993	C	D615964	9900	06/21/1993
9312458	JAMES,MARION L	03/03/1993	C	D615772N	9900	11/18/1993
9312804	CARMODY,CHRISTOPH C	01/18/1993	C	D614248	9900	05/18/1994
9313060	JACOBS,INGRID	04/14/1993	C	D615909	9900	07/14/1994
9314217	CHAPMAN,DAVID	01/12/1993	C	D614522T	9900	05/18/1993
9314417	POWELL,JOHN L	01/20/1993	C	D614304	9900	12/14/1993
9314650	TALLEY,ROBERT T	03/03/1993	C	d615093k	9900	12/08/1994
9315043	KIMBRELL,KARL P	02/12/1993	C	D614731M	9900	05/24/1993

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9315948	ADAMS,LINDA M	02/18/1993	C	D614777E	9900	05/28/1993
9315949	BECK,BIRDELL B	05/18/1993	C	D616698	9900	07/13/1993
9317200	LONG,JERRY L	05/22/1993	C	D616751	9900	03/07/1994
9317832	JAMES,MARION L	03/31/1993	C	D615772N	9900	08/28/1995
9322063	HONEA,MANUEL D	01/19/1993	C	D614909J	9900	07/12/1993
9322383	RICHEY,PERRY M	02/27/1993	C	D614915A	9900	07/09/1993
9322420	CHASTAIN,CHARLES N	01/15/1993	C	D615321P	9900	07/09/1993
9322421	TRAYNUM,SARAH F	03/16/1993	C	D615209P	9900	07/09/1993
9325568	OWEN,GEORGE T	05/24/1993	C	D6170774	9900	10/13/1995
9326349	SENTELL,SHERRY K	03/17/1993	C	D614237	9900	01/16/1995
9326495	KNOX,DELOIS	06/26/1993	C	D617559N	9900	07/14/1994
9326516	NABORS,JR,EDWARD M	07/20/1993	C	D618015	9900	02/07/1996
9327244	WEAVER,MICHAEL	04/16/1993	C	D616341T	9900	08/10/1993
9328880	JONES,JOHN	07/12/1993	C	D617813	9900	07/31/1995
9329642	JACKSON,JERE	03/26/1993	C	D616028H	9900	08/23/1993
9330449	CRIDER,MELVIN	05/20/1993	C	D616764E	9900	08/31/1993
9331402	SMITH,STEVE	05/20/1993	C	D616926K	9900	09/02/1993
9331775	RUCKER,JOEL	06/25/1993	C	D617561M	9900	12/14/1993
9333483	WILLINGHAM,GERALDINE	07/29/1993	C	D618754N	9900	11/03/1993
9335056	BROOME,BRUCE D	07/20/1993	C	D617901	9900	12/17/1993
9335922	BLAKELY,KENNETH	03/30/1993	C	D615594H	9900	12/23/1993
9337823	ABERNATHY,RICHARD	06/12/1993	C	D617520T	9900	10/11/1994
9338194	TILLMAN,TERRY L	02/15/1993	C	D619280	9900	12/13/2000
9339972	JONES,GERALDEAN S	07/28/1993	C	D618478T	9900	08/02/1994
9340518	GARCIA,ANTHONY M	10/18/1993	C	D619892	9900	05/06/1997
9340775	MASON,SUSAN S	05/10/1993	C	D616502E	9900	01/14/1994
9341107	PAGE,DERRICK	08/03/1993	C	D618295	9900	02/21/1995
9341887	MYERS,TROY J	10/07/1993	C	DVY0174	9900	07/16/1996
9342420	EDGAR,LEWIS R	07/13/1993	C	D617988K	9900	11/15/1993
9342421	RICHEY,VERNON F	07/13/1993	C	D617721	9900	06/06/1994
9345389	SCOTT,SEAMER	09/10/1993	C	D619124N	9900	10/30/1995
9346575	ENGLE,CONNIE	06/14/1993	C	DVY0432J	9900	12/18/1995
9346576	PAGE,DERRICK	10/25/1993	C	DVY0196	9900	01/26/1994
9346638	XCLD 9314650,	05/01/1993	C	0000	9900	01/11/1994
9347546	NABORS,JR,EDWARD M	10/28/1993	C	DVY1174	9900	10/27/2000
9347814	XCLD 9350423,	10/16/1993	C	00	9900	03/09/1994
9348497	DAVIS,ROGER L	03/26/1993	C	D615479P	9900	11/09/1994
9349583	WARE,HENRY	08/09/1993	C	DVY0928	9900	08/24/1994
9350423	NEWELL,MELVIN	09/08/1993	C	D619110M	9900	03/11/1996
9350590	PUCELLA,RICHARD	11/01/1993	C	DVY0650F	9900	01/13/1995
9351534	BOWEN,MICHAEL	10/24/1993	C	DVY0172	9900	04/23/1996
9351535	DUBOSE,MICHAEL E	10/18/1993	C	D619910J	9900	10/11/1996
9351608	WILKERSON,JEAN K	12/16/1993	C	DVY1374T	9900	06/26/1995
9351767	MANESS,RONNIE	10/19/1993	C	D619992N	9900	05/05/1995
9352435	RAMAGE,MARK	11/11/1993	C	DVY1124N	9900	10/06/1994

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9352458	HUNTER,GREGORY	10/10/1993	C	D619848F	9900	05/24/1994
9352567	PRESLEY,JOHN D	11/15/1993	C	DVY0649K	9900	03/09/1995
9352607	JOHNSON,MICHAEL B	09/17/1993	C	D619279E	9900	08/29/1996
9353369	NEWELL,MELVIN W	11/10/1993	C	035CBDVY1416	9900	01/23/1996
9353568	JACKSON,JERE	10/22/1993	C	DVY0652M	9900	10/26/1995
9353795	OWENS,STEVE A	05/06/1993	C	D616485R	9900	06/10/1994
9354547	SWANSON,TRACY	06/02/1993	C	D616951N	9900	10/27/2000
9355134	ADAMS,LISA M	10/27/1993	C	DVY0902T	9900	04/12/1995
9355261	WRIGHT,LINDA J	07/16/1993	C	035CBDVY4134	9900	02/10/1995
9355330	HOPP,ROBERT	08/04/1993	C	DVY6348	9900	12/30/1994
9355757	GOODWIN,JAMES	11/03/1993	C	DVY0295N	9900	10/07/1994
9355758	GOODWIN,JAMES A	10/17/1993	C	D619895K	9900	11/04/1994
9355828	DAVIS,WILLIAM	02/23/1993	C		9900	10/11/1994
9356479	HOLBROOKS,LONZO	06/15/1993	C	D617310	9900	04/06/1995
9356926	MURSIER,JOHNNY	11/19/1993	C	035CBDVY9939	9900	07/31/1995
9356938	HILLEY,JAMES	12/30/1993	C	DVY1496P	9900	11/03/1994
9356973	THOMAS,LINDA L	12/22/1993	C	035CBDVY1514	9900	05/15/1995
9357005	SUTTLES,BARBARA T	08/07/1993	C	035CBD618471	9900	03/27/1995
9357054	KNOWLES,BRENDA G	11/23/1993	C	035CBDKT0326	9900	10/19/1995
9357260	EDMUNDS,ERNESTINE M	04/13/1993	C	035CBDKT1693	9900	08/18/1999
9357545	XCLD 9357647,	10/15/1993	C	362719165	9900	03/13/1995
9357910	WATSON,SARA E,	09/01/1993	C	035CBDKT7290	9900	05/07/1998
9357989	XCLD 9357910,	09/01/1993	C	035CBDKT7290	9900	08/04/1995
9358554	DONALD,JUDY	09/01/1993	C	035CBD6M7682	9900	10/09/1998
9402861	GOOD,ELEXA	01/24/1994	C	DVY1979F	9900	01/03/1997
9402862	SEYMORE,BILL	01/21/1994	C	035CBDVY1909	9900	12/03/1997
9408134	HARVIN,CHERYL L	03/12/1994	C	035CBDVY3092	9900	04/13/1995
9408404	JONES,GWENDOLYN J	02/01/1994	C	DVY6002E	9900	12/04/1996
9408412	COBB,ANNE A	03/08/1994	C	DVY3195H	9900	06/19/1995
9408791	MCNAIR,KENNETH	02/18/1994	C	DVY2399A	9900	01/07/1997
9413903	ROACH,WAYNE C	01/17/1994	C	DVY2001E	9900	05/25/1994
9414289	CAMPBELL,DONNIE	01/25/1994	C	035CBDVY2200	9900	09/25/1995
9418784	MURRAY,STEVEN	02/05/1994	C	DVY2308M	9900	06/02/1995
9419390	KADE,JAMES O	05/03/1994	C	DVY4915N	9900	05/23/1995
9419391	WELLS,IRIS	03/24/1994	C	DVY3137K	9900	06/01/1994
9421218	GALLOWAY,ROXANNE	06/16/1994	C	DVY5682T	9900	09/26/1996
9421508	OWENS,WILLIAM R	05/27/1994	C	035CBDVY5543	9900	02/10/1995
9421522	PAGE,DERRICK A	05/23/1994	C	DVY5150R	9900	05/30/1995
9425440	ELROD,GREG	01/19/1994	C	DVY5842T	9900	10/19/1994
9426217	RICHEY,MARK S	05/04/1994	C	035CBDVY4329	9900	01/09/1996
9426858	BRYANT,LILLIAN	08/04/1994	C	035CBDVY7428	9900	06/21/1995
9427582	ELLER,DANNY	05/09/1994	C	DVY4566P	9900	08/25/1994
9428408	DYAR,CHARLES B	05/14/1994	C	DVY4674K	9900	08/29/1994
9429339	DYAR,CHARLES B	03/17/1994	C	DVY2975T	9900	11/16/1994
9429477	RICHEY,DONNIE L	06/07/1994	C	035CBDVY6713	9900	01/15/1996

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9430540	CADE,JAMES O	05/02/1994	C	NRHR20070509	9900	11/06/2000
9430541	WILLIAMSON,KENNETH W	06/06/1994	C	035CBDVY5317	9900	01/03/1997
9431185	WILLIAMS,HELEN	03/28/1994	C	035CBDVY8439	9900	03/02/1995
9434393	COLOGNE,MARK	01/23/1994	C	035CBDVY1999	9900	10/24/1994
9435110	FORD,AUDREY	04/18/1994	C	DVY5951R	9900	12/05/1994
9435270	DAVIS,LINDA G	09/19/1994	C	035CMDVY9204	9900	12/20/1996
9436524	ROBINSON,JAMES L	08/02/1994	C	035CBDVY7280	9900	05/15/1995
9436528	JENNINGS,BERTHA	07/15/1994	C	035CBDVY7924	9900	01/23/1996
9436583	ROACH,CHARLES W	09/16/1994	C	035CMDVY9346	9900	01/10/1995
9436618	BOWEN,MICHAEL	06/26/1994	C	DVY6336E	9900	10/17/1994
9436868	COBB,WALLY	09/23/1994	C	035CBDKT0200	9900	03/01/1995
9437354	MARTIN,DOUGLAS W	03/23/1994	C	DVY3375A	9900	03/21/1995
9437845	RICHARDSON,WILLIAM	03/04/1994	C	DVY3156A	9900	11/07/1994
9438033	HARPER,JIMMY	07/07/1994	C	035CBDVY6634	9900	01/24/1995
9438769	JOHNSON,MICHAEL V	08/26/1994	C	035CBDVY8599	9900	08/30/1996
9438771	DANIELS,SHANNON M	09/26/1994	C	035CBDVY9280	9900	06/26/1996
9438815	MCQUEEN,BRANDY	09/22/1994	C	035CMDVY9979	9900	01/31/1995
9440011	MARTIN,WILLIAM	10/04/1994	C	035CMDKT0238	9900	01/26/1995
9441217	SMITH,WILLIAM	05/19/1994	C	035CMDVY6969	9900	11/23/1994
9442390	MAYES,MICHAEL	04/13/1994	C	035CBDVY3907	9900	01/31/1996
9444361	LE,MONG K	08/15/1994	C	035CBDVY7749	9900	05/06/1997
9444715	TAYLOR,VERA	10/24/1994	C	035CMDKT0423	9900	06/30/1995
9445140	JOHNSON,EARNESTIN	10/21/1994	C	035CMDKT1224	9900	03/02/1995
9446046	SHERMAN,RONALD L	10/20/1994	C	035CBDKT0081	9900	02/24/1995
9446092	HOLLAND,LARRY D	12/01/1994	C	035CBDKT1506	9900	06/19/1998
9446110	DUBOSE,MICHAEL	09/28/1994	C	035CBDVY9424	9900	10/11/1996
9447712	LOWE,JAMES P	12/03/1994	C	035CMDKT1643	9900	03/16/1995
9449144	EDMUNDS,JOHN H	12/27/1994	C	035CBDKT2056	9900	10/05/1995
9449717	TAYLOR,VERA	11/08/1994	C	035CBDKT2458	9900	06/30/1995
9449791	CLARDY,ROBERT	11/21/1994	C	035CBDKT1114	9900	09/07/1995
9451068	DENDY,FRAUNTASH R	06/10/1994	C	035CBDKT2320	9900	09/08/1995
9451977	EDWARDS,SAMUEL	09/27/1994	C	035cb duy9428f	9900	10/25/1995
9452453	MCDOWELL,DONNIE	07/13/1994	C	035CBDVY7069	9900	08/28/1995
9453618	XCLD 9455302,	04/21/1994	C	035CBDKT4996J	9900	09/11/1995
9454247	MARK,STEVE	06/06/1994	C	035CMDVY5574	9900	08/11/1995
9455027	GIBSON,ERNEST	09/12/1994	C	035CBDVY9978	9900	11/25/1996
9455302	EDMUNDS,ERNESTINE	04/21/1994	C	035CBDKT4996	9900	10/01/1997
9455310	JOHNSON,JAMES	12/15/1994	C	035CBDKT2425	9900	05/22/1997
9455312	GALLOWAY,IDA	10/13/1994	C	035CBDKT3656	9900	07/23/1999
9455404	YOUNG,JOSEPHINE	07/23/1994	C	035CBDKT5143	9900	01/29/1998
9455564	XCLD 9455404,	07/25/1994	C	035CBDKT5143	9900	04/20/1995
9455568	WALKER,ERNESTINE	03/18/1994	C	035CBDVY3055	9900	09/25/1995
9456976	MCALISTER,MILDRED S	11/21/1994	C	035CBDKT1785	9900	12/12/1996
9457600	CHAPPEL,LAVERN	10/11/1994	C	035CBDVY9906	9900	05/13/1996
9458010	SMITH,ELIZABETH	12/22/1994	C	035CBD9U1572	9900	01/17/1996

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9458111	CAMPBELL,ANTHONY	08/30/1994	C	035CBDVY8996	9900	04/12/1996
9458223	DAVIS,ELFORD	09/08/1994	C	035CBDVY8596	9900	02/14/1996
9458625	ASHLEY,CAROL L	07/24/1994	C	035CBDKT3700	9900	11/01/1996
9458774	MORRIS,THOMAS C	06/17/1994	C	035CMDKT6283	9900	08/09/1996
9458940	MAYES,CLARENCE E	12/04/1994	C	035CBDKT1504	9900	03/12/1997
9501238	TYNER,JOHN	01/13/1995	C	035CMDKT2868	9900	08/22/1995
9504710	BROWN,PAUL	01/27/1995	C	035CBDKT3563	9900	04/28/1995
9506720	CROOK,GRADY	02/21/1995	C	035CBDKT4099	9900	04/01/1996
9508072	GRAY,HOLLIS	01/17/1995	C	035CMDKT3249	9900	05/11/1995
9511445	SIMMONS,JESSE	02/14/1995	C	035CMDKT4121	9900	06/15/1995
9511447	MURREY,STEPHEN	03/06/1995	C	035CMDKT4297	9900	04/09/1996
9514000	SENTELL,SHERRY	03/23/1995	C	035CBDKT4959	9900	06/27/1997
9514015	WILLOUGHBY,GREG	04/16/1995	C	035CBDKT5569	9900	09/13/1995
9514960	FIELDS,DON	03/01/1995	C	035CBDKT6071	9900	09/28/1995
9517151	SPEED,ORLANDO	04/04/1995	C	035CMDKT5363	9900	07/26/1995
9520004	SIMPSON,EDITH D	01/10/1995	C	035CBDKT2426	9900	05/20/1996
9520090	THOMPSON,RADZIL	04/26/1995	C	035CBDKT6017	9900	07/02/1996
9520933	AMMONS,JOHNNY	01/21/1995	C	035CBDKT2844	9900	05/07/2002
9523758	GALLOWAY,LUEVENT V	02/17/1995	C	035CBDKT4207	9900	12/13/1996
9523763	BURRIS,MARIE	03/16/1995	C	035CBDKT4686	9900	07/12/1996
9525098	SMEADER,PATRICK E	06/28/1995	C	035CMDKT8434	9900	10/18/1995
9527277	BURRELL,FRANCES L	07/20/1995	C	035CBDKT8858	9900	02/27/1997
9527290	DALRYMPLE,GUY P	07/19/1995	C	035CBDKT8900	9900	02/28/1996
9527317	COOK,MARIA	07/10/1995	C	035CMDKT8988	9900	03/22/1996
9528740	CARNES,DALE A	07/12/1995	C	035CBDKT9235	9900	11/13/1995
9529890	BROOME,CYNTHIA B	04/22/1995	C	035CMDKT6010	9900	08/29/1996
9529962	COBB,BEN R	08/07/1995	C	035CMDKT9547	9900	11/27/1995
9531739	NEELY,DENA	07/21/1995	C	035CMD9U0114	9900	08/09/1996
9535870	GOSNELL,DONNY E	06/15/1995	C	035CMDKT7696	9900	10/05/1995
9535872	BROOM,DAVID	05/17/1995	C	035CBDKT8267	9900	03/16/1998
9536848	LAWSON,HUGH	08/07/1995	C	035CMD9U1384	9900	01/08/1996
9536851	MORRIS,CYNTHIA A	07/31/1995	C	035CBD9U1397	9900	08/26/1996
9541106	TEW,CHARLES E	09/30/1995	C	035CMD9U2243	9900	02/01/1996
9541127	SPANN,KENNETH	10/20/1995	C		9900	09/17/1996
9542998	GOSNELL,WILLIAM C	09/06/1995	C	035CMD9U1061	9900	01/04/1996
9542999	RICHARDSON,WILLIAM L	09/08/1995	C	035CBD9U1062	9900	04/28/1997
9543038	CHAPMAN,JOE E	10/24/1995	C	035CMD9U2657	9900	02/14/1996
9546260	NELSON,HOWARD E	08/19/1995	C	035CMD9U0109	9900	12/21/1995
9546271	KELLEY,DEBRA D	09/09/1995	C	035CMD9U1401	9900	06/16/1998
9546274	GRIFFIN,BALBINA	10/06/1995	C	035CMD9U1996	9900	11/03/1999
9547554	PERRIN,BRENDA	09/15/1995	C	035CMD9U1392	9900	06/13/1997
9548333	REEVES,BRENDA S	11/22/1995	C	035CBD9U3511	9900	04/19/1996
9549626	XCLD 9551966,	01/01/1995	C	035CBD9U4414	9900	02/05/1996
9549896	PEARSON,EVELYN F	11/10/1995	C	035CBD9U2980	9900	02/17/1998
9550639	AMMONS,JOHNNY R	06/06/1995	C	035CBD9U4101	9900	04/16/1997

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9551948	EPPS,MICHAEL	12/30/1995	C	035CBD9U4108	9900	02/09/1996
9551962	ROACH,SHELBY J	11/01/1995	C	035CBD9U4344	9900	02/09/1996
9551966	BRAMLETT,DORRIS T	01/15/1995	C	035CBD9U4414	9900	06/09/1997
9552174	WORLEY,CATHY M	06/28/1995	C	035CMD9U0940	9900	02/26/1997
9553553	JAMES,KYLE	01/30/1995	C	035CBD9U5735	9900	04/03/1998
9553554	CLAUDSON,JAMES	01/06/1995	C	035CBDKT2281E	9900	06/27/1996
9553854	XCLD 9553554,	01/05/1995	C	035CBDKT2281	9900	03/08/1996
9554366	XCLD 9553553,	01/30/1995	C	035CBD9U5735	9900	06/11/1996
9555522	MCALISTER,BETTY O	08/23/1995	C	035CBD9U0251	9900	03/04/1997
9556041	WEBB,CLYDE	09/29/1995	C	035CBD9U2396	9900	11/25/1996
9556461	VINSON,EDDIE	11/08/1995	C	035CBD9U8290	9900	02/25/1997
9557264	MORROW,JIMMY	03/13/1995	C	035CBD6M6807	9900	03/16/1998
9557554	YOUNG,HENRY P	09/09/1995	C	035CMD9U1017	9900	06/05/1997
9557798	LOWE,SANDRA L	06/30/1995	C	035CBD6M6292	9900	08/08/1997
9557851	XCLD 9557264,	03/15/1995	C	035CBD6M6807	9900	05/01/1997
9558028	JETER,GENEVA P	10/16/1995	C	035CBD1Z0107	9900	03/27/2000
9558368	SPENCER,KEITH	07/16/1995	C	035CBDKT9060	9900	09/08/2000
9603239	CRAWFORD,MICHAEL S	02/03/1996	C	035CMD9U5182	9900	06/14/1996
9604564	GOOD,ELEXA J	02/14/1996	C	035CBD9U5225	9900	11/07/2000
9604645	TALLEY,ROBERT T	02/20/1996	C	035CMD9U5578	9900	06/20/1996
9604652	REEDER,GWENDOLYN	02/12/1996	C	035CMD9U5634	9900	03/16/2000
9605767	WIDEMAN,NATHANIEL	02/12/1996	C	035CBD9U5900	9900	12/04/1996
9605774	EARL,HILDA	02/28/1996	C	035CBD9U5928	9900	09/11/1997
9610793	DAVIS,JAMES	04/05/1996	C	035CBD9U6755	9900	09/11/1996
9611174	GLENN,EUGENE	02/21/1996	C	035CBD9U5474	9900	08/09/1996
9611999	JONES,DOROTHY B	04/02/1996	C	035CBD9U7499	9900	09/03/1997
9614084	CASSELL,JAMES	05/10/1996	C	035CMD9U7647	9900	08/28/1996
9614962	SEXTON,JEREMY	05/16/1996	C	035CMD9U7834	9900	09/09/1996
9617067	GAINES,SAMUEL D	05/30/1996	C	035CMD9U8384	9900	09/27/1996
9618015	WHITTLE,III E	02/22/1996	C	035CMD9U5557	9900	08/29/1996
9618072	SEXTON,JEREMY	05/23/1996	C	035CMD9U8591	9900	10/04/1996
9618971	BRAMLETT,BOBBY	06/10/1996	C	035CBD9U8588	9900	09/30/1996
9619554	ANTHONY,PAULINE	04/24/1996	C	23520162N2	9900	08/29/1996
9620774	CUNNINGHAM,KELVIN	05/01/1996	C	035CBD9U7398	9900	02/05/1997
9621748	WORLEY,DORIS	06/29/1996	C	035CBD9U9345	9900	08/15/1997
9621765	JENNINGS,KENNETH	07/08/1996	C	035CBD9U9398	9900	08/27/1997
9622523	BROCK,DAVID M	07/12/1996	C	035CBD9U9540	9900	02/25/1997
9623743	ANDERSON,HOLLY	01/30/1996	C	035CMD9U4875	9900	12/19/1996
9623750	SIBERT,RICHARD	05/18/1996	C	035CMD9U7950	9900	10/01/1997
9623813	EPPERSON,BRIAN	07/21/1996	C	035CMD9U9743	9900	11/18/1996
9626645	MILLER,WILLIAM R	08/10/1996	C	035CBD6M0467	9900	07/03/1997
9626678	CROWE,IRIS B	08/14/1996	C	035CMD6M0619	9900	01/07/1997
9627748	GOSNELL,ALVIN	08/04/1996	C	035CMD6M0769	9900	09/03/1997
9628144	THOMAS,DAVID	04/28/1996	C	035CBD6M0891	9900	11/13/1997
9628150	STIRK,SANDER	08/25/1996	C	035CMD6M0917	9900	05/28/1998

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9628165	CHEEKS,STEVE	08/23/1996	C	035CMD6M1008	9900	01/28/1997
9629598	LONE,VERA R	04/26/1996	C	035CBD9U7279	9900	01/20/1997
9629599	PAYNE,LILLIAN	08/31/1996	C	035CBD6M1133	9900	01/13/1997
9630173	Xcld 9629598,	04/27/1996	C	035CBD9U7279	9900	09/26/1996
9630559	WIDEMAN,ANTHONY	07/31/1996	C	035CBD6M1474	9900	05/08/1997
9630899	HIGHTOWER,CHARLES	09/13/1996	C	035CMD6M1451	9900	02/06/1997
9630900	OWENS,DAVID W	09/13/1996	C	035CBD6M1453	9900	01/28/1997
9630938	WILT,PATRICIA F	09/12/1996	C	035CMD6M1599	9900	09/02/1998
9631841	WALTHALL,THOMAS	09/19/1996	C	035CBD6M1624	9900	03/04/1997
9631868	JACKSON,JERE	09/18/1996	C	035CMD6M1736	9900	02/12/1997
9635109	THOMAS,LINDA L	06/10/1996	C	035CBD9U8711	9900	11/18/1997
9635379	AMMONS,JOHNNY R	03/21/1996	C	035CBD6M3498	9900	04/23/1997
9638304	LAWRENCE,LAURA	06/23/1996	C	035CBD6M0275	9900	10/19/1998
9638305	DONALD,JUDY C	08/18/1996	C	035CBD6M0886	9900	04/13/1999
9638326	CASH,ERNEST	11/04/1996	C	035CBD6M3545	9900	04/04/1997
9638327	WILLIS,BRIAN K	11/17/1996	C	035CBD6M3547	9900	10/31/1997
9638332	LEWIS,SHARON	10/16/1996	C	035CBD6M3588	9900	06/05/1997
9640690	BALLENGER,DORIS M	10/01/1996	C	035CMD6M2006	9900	11/19/1997
9641534	WIDEMAN,ANTHONY F	09/24/1996	C	035CBD6M4847	9900	05/01/1997
9642184	CHAPMAN,ANNETTE	05/02/1996	C	035CBD6M5389	9900	11/05/1999
9642684	SMITH,SR	04/17/1996	C	035CBD1Z1751	9900	12/22/1997
9642701	MARTIN,MARY	12/03/1996	C	035CBD6M3705	9900	01/30/1998
9642717	CHAPPELL,WARREN L	07/03/1996	C	035CBD9U9457	9900	10/11/1999
9643109	PRESSLEY,CAROL	11/29/1996	C	035CBD6M3709	9900	11/10/1998
9643119	DAWSON,WILLIAM	02/26/1996	C	035CBD9U5823	9900	05/23/1997
9643801	GAMBRELL,ELAINE M	12/05/1996	C	035CBD6M6920	9900	11/01/2000
9643803	CLARK,ANN D	07/15/1996	C	035CBD9U9530	9900	12/03/1997
9643804	COBB,RONNIE C	06/13/1996	C	035CMD6M3855	9900	10/23/1997
9643888	DONALD,JUDY	10/01/1996	C	035CBD6M7681	9900	10/12/1998
9643947	MOBLEY,GUY	04/11/1996	C	035CBD9U6840	9900	10/07/1997
9644105	FOWLER,MIRIAM D	03/07/1996	C	035CBD9U5927	9900	08/14/1997
9644410	HIX,JAMES S	02/08/1996	C	035CBD9U5055	9900	10/15/1997
9645520	COBB,EVA B	04/07/1996	C	035CBD1Z1797	9900	04/27/1998
9646024	MAYES,LISA W	06/21/1996	C	035CBD1Z4508	9900	08/20/1998
9646208	JOHNSON,GENNINE	02/06/1996	C	035CBD9U6810	9900	07/16/1999
9646306	BRYANT,IDA Z	08/15/1996	C	035CBD1Z5797	9900	10/09/1998
9646317	XCLD 9646306,	08/15/1996	C	035CBD1Z5797	9900	03/25/1998
9646364	ALSBROOKS,FRANK J	07/17/1996	C	035CBD1Z6932	9900	07/18/2000
9646633	RAGLE,CHAD	07/20/1996	C	035CBD9U9738	9900	01/06/1999
9646719	BROWN,BILLY	09/21/1996	C	D6M1689	9900	09/21/1999
9646781	HORNE,KELLEY D	09/24/1996	C	035CBD6M1835	9900	01/11/1999
9701823	WHITE,CHUCK	02/06/1997	C	035CBD6M5332	9900	06/05/1997
9703521	PATTERSON,SARAH	02/04/1997	C	035CBD6M5484	9900	05/20/1998
9703524	COGGINS,KENNETH C	02/16/1997	C	035CBD6M5541	9900	06/09/1998
9705767	CAWTHON,LEE	03/27/1997	C	035CBD6M7327	9900	01/30/1998

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9705786	ROUNDTREE,JAMES H	03/03/1997	C	035CMD6M6147	9900	06/04/1998
9706289	WALLACE,MOSES	03/11/1997	C	035CBD6M6764	9900	01/10/2000
9707735	CROCKER,JAMES E	05/21/1997	C	035CBD6M8367	9900	10/08/1997
9709526	XCLD 9709840,	02/04/1997	C	035CBD6M5492	9900	07/01/1997
9709840	MARTIN,BOBBY F	02/13/1997	C	035CBD6M5492	9900	03/23/1998
9709872	CAWTHON,LEE M	04/15/1997	C	035CBD6M8994	9900	02/02/1998
9711187	LINDLER,JON G	04/21/1997	C	035CBD1Z0127	9900	02/17/1998
9711507	IVESTER,DONNY	06/18/1997	C	035CBD6M9141	9900	11/24/1997
9711515	SUMMEY,TIMOTHY	06/23/1997	C	035CBD6M9338	9900	12/01/1997
9711541	BELCHER,SARAH S	06/17/1997	C	035CBD6M9664	9900	11/05/1998
9711870	REED,BRADLEY S	07/14/1997	C	035CBD6M9828	9900	03/19/1999
9712472	ROBERTSON,THOMAS	01/21/1997	C	035CBD6M5036	9900	01/06/1998
9712980	JACKSON,FRANK	07/28/1997	C	035CBD1Z0268	9900	07/01/1998
9713571	TAYLOR,STEVEN A	06/06/1997	C	035CBD6M9106	9900	09/19/1997
9715465	WILLIAMS,CLYDE E	07/31/1997	C	035CBD1Z1044	9900	01/20/1998
9716920	CUNNINGHAM,KELVIN	01/27/1997	C	035CBD6M5136	9900	02/13/1998
9718349	BRYANT,IDA	05/28/1997	C		9900	06/29/1998
9718985	DICKERT,LADONNA B	09/25/1997	C	035CBD1Z2063	9900	11/25/1998
9719006	PARKER,WILLIAM	03/15/1997	C	035CBD6M6457	9900	04/22/1998
9719734	FOSTER,SANTEEA A	05/16/1997	C	035CBD6M8239	9900	02/03/2000
9720290	PRICE,NONA	10/14/1997	C	035CBD1Z2512	9900	09/21/1999
9722058	TILLMAN,BENNY	10/27/1997	C	035CBD1Z3118	9900	12/12/1997
9724581	OWENS,BLEASE	02/27/1997	C	035CBD6M5866	9900	06/10/1998
9727072	GOSS,STEPHEN D	11/23/1997	C	035CBD1Z3589	9900	11/18/1998
9727505	BELCHER,SHAHID	12/04/1997	C	035CBD1Z3929	9900	11/16/1998
9727514	JETER,GENEVA	12/01/1997	C	035CBD1Z4929	9900	09/21/2005
9727572	HENDERSON,NEIL A	08/14/1997	C	035CBD1Z0807	9900	04/05/1999
9728296	SWAFFORD,GLENN G	07/17/1997	C	035CBD1Z0424	9900	06/04/1998
9728894	CHASTAIN,JEREMY	09/10/1997	C	035CBD1Z1536	9900	08/09/1999
9728897	STAGGER,LINDA	10/15/1997	C	035CBD1Z2957	9900	06/09/1999
9728907	PRINCE,CAROLYN	02/12/1997	C	035CBD6M7950	9900	01/18/1999
9729161	MOBLEY,RALPH F	06/20/1997	C	035CBD6M9269	9900	06/18/1998
9729583	WARREN,TERESA	05/19/1997	C	035CBD6M8300	9900	07/30/1998
9730793	ADAMS,ANDREW	10/27/1997	C	035CBD1Z3143	9900	07/08/1999
9731054	COWAN,IRVING	08/28/1997	C	035CBD1Z8629	9900	10/03/2000
9731610	HARRISON,CALVIN	07/06/1997	C	035CBD6M9752	9900	03/13/2000
9731838	WALKER,ROGER D	05/02/1997	C	035CBD6M7841	9900	01/06/1999
9731967	BROWN,NIQUESHA	10/18/1997	C	035CBD1Z2729	9900	05/11/1999
9732632	RICHEY,TERRY	10/23/1997	C	035CBD1Z2767	9900	06/03/1999
9732818	ADAMS,REBECCA A	03/10/1997	C	035CBBPE4323	9900	05/04/1999
9733560	LEE,ANTHONY L	11/13/1997	C	026CBD1Z3352	0000	03/29/2005
9801211	YOUNG,JR,DONNIE H	01/23/1998	C	035CBD1Z5262	9900	02/26/1998
9801213	RICE,WILHELMIN R	02/07/1998	C	035CBD1Z5282	9900	07/22/1998
9801339	RIGGINGS,SARA E	02/11/1998	C	035CBD1Z5370	9900	05/18/1998
9802035	MOORE,DONNIE H	02/22/1998	C	035CBD1Z5683	9900	02/11/2003

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9804705	YOUNG,JR,DONNIE H	04/02/1998	C	035CBD1Z6820	9900	05/07/1998
9805851	SHEAD,LARRY	03/11/1998	C	035CBD1Z7080	9900	06/09/2000
9809275	JAMES,EUNICE R	01/09/1998	C	035CBD1Z5080	9900	08/06/1999
9809276	ROBINSON,CECIL	02/07/1998	C	035CBD1Z5779	9900	06/09/1999
9810042	WINN,CATHY A	03/04/1998	C	035CBD1Z5944	9900	05/14/1999
9810368	HARRIS,JIMMIE	06/16/1998	C	035CBD1Z8369	9900	01/10/2000
9811007	SPENCER,KEITH	07/03/1998	C	035CBD1Z8761	9900	03/31/2000
9811008	GRUNSKY,BRYAN	07/03/1998	C	035CBD1Z8762	9900	11/07/2002
9811510	ADAMS,REBECCA A	07/05/1998	C	035CBD1Z8817	9900	03/02/2001
9811524	PATTERSON,KERRIE D	07/06/1998	C	035CBD1Z9006	9900	03/23/1999
9813083	WILSON,CHARLOTTE D	07/08/1998	C	035CBD1Z9553	9900	09/14/1998
9813085	SMITH,ALAN	04/13/1998	C	035CMD1Z6962	9900	02/26/2002
9815328	BRINK,SHIRLENE	07/28/1998	C	035CBD1Z9356	9900	04/17/2002
9817100	BAILEY,OSBORNE H	08/11/1998	C	035CBD1Z9678	9900	03/03/1999
9817789	BRADLEY,JR,ARTHUR A	08/18/1998	C	035CBD1Z9935	9900	02/17/1999
9817795	CARROLL,JOHN	08/24/1998	C	035CBD1Z9967	9900	06/09/1999
9819034	HALLUMS,CAROLYNN	05/26/1998	C	035CBBPE0601	9900	12/15/1998
9819046	BLACK,PAULINE	07/29/1998	C	035CBD1Z9428	9900	07/13/1999
9819358	ETTSON,SARA	09/12/1998	C	035CBBPE0441	9900	12/29/1998
9819698	CARPENTER,LAURIE	08/26/1998	C	035CBBPE0024	9900	12/29/1999
9819701	CROMER,ROBBIE	07/30/1998	C	035CBBPE0386	9900	12/04/1998
9819978	WASSER,JAMES	09/17/1998	C	035CBBPE0613	9900	04/12/2000
9820339	MOODY,DAVID J	06/05/1998	C	035CBD1Z8142	9900	12/15/1999
9820647	COBB,DIANE H	03/09/1998	C	035CBD1Z6455	9900	08/10/1999
9820968	LONG,JAMIE A	09/24/1998	C	035CBBPE1536	9900	02/14/2000
9821644	RATTEERREE,BRENDA	07/19/1998	C	035CBD1Z9327	9900	05/24/1999
9822470	MCALISTER,JAMES	09/21/1998	C	035CBBPE0631	9900	07/19/1999
9822921	JONES,STEVEN D	09/20/1998	C	035CBBPE2240	9900	11/30/2000
9823642	LAWRENCE,LAURA	12/07/1998	C	035CBBPE2370	9900	01/23/2001
9823840	STANSELL,CLYDE	12/10/1998	C	035CBBPE2281	9900	04/01/2003
9824288	PEARSON,ROGER L	11/02/1998	C	035CBBPE1776	9900	12/28/1999
9824297	BROOM,LARRY E	12/20/1998	C	035CBBPE2482	0000	12/09/2004
9824643	GRANT,NANCY A	09/30/1998	C	035CBBPE2535	9900	06/22/1999
9824765	XCLD 9824643,	09/30/1998	C	035CBBPE2535	9900	02/01/1999
9825011	MOSS,JAMAL R	11/18/1998	C	026CBBPE1865	9900	04/08/2003
9825042	MOTE,RICKEY L	11/25/1998	C	035CBBPE2880	9900	05/05/2000
9825348	MOSELEY,GLENDA	10/07/1998	C	035CBBPE1019	9900	03/07/2000
9826220	HUDSON,STEPHANIE	12/23/1998	C	035CBBPE3118	9900	04/29/1999
9826223	SHAUGHNESSY,PATRICK	07/09/1998	C	035CBD1Z8998	9900	07/29/1999
9826561	WEBB,GAYNELL L	04/01/1998	C	035CBD1Z6891	9900	12/29/2000
9826907	SHERMAN,DONALD	12/22/1998	C	035CBBPE2523	9900	04/20/1999
9826910	BRUCKE,JOHNNY F	12/22/1998	C	035CBBPE3168	9900	03/23/2001
9827362	SAMMONS,JOHNNY R	07/14/1998	C	035CBD1Z9013	9900	04/21/1999
9828007	WILLIAMS,GEORGE	12/12/1998	C	035CBBPE2311	9900	08/10/1999
9828013	BECK,JAMES R	11/12/1998	C	035CMBPE1699	9900	03/31/2000

APPENDIX_000871

CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9828212	WINKLER,BRIAN K	04/13/1998	C	035CBD1Z6904	9900	06/23/1999
9828240	CHASTEEN,TYRE	12/13/1998	C		9900	04/26/1999
9828492	COBB,SANDRA M	07/25/1998	C	035CBD1Z9353	9900	08/18/2000
9830127	BURTON,PATRICIA M	09/30/1998	C	035CBBPE7825	9900	10/30/2001
9830362	RICHARDSON,LOUISE	04/15/1998	C	035CBD1Z9669	9900	02/01/2001
9830386	XCLD 9830127,	09/03/1998	C	035CBBPE7825	9900	09/29/1999
9830417	MOORE,RODNEY D	09/15/1998	C	035CBBPE0425	9900	03/02/2000
9830644	CAMPBELL,DANNY E	11/22/1998	C	035CBBPE1997	9900	05/22/2000
9831051	BROWN,JOSEPHINE	01/26/1998	C	035CBBAI0115	9900	02/07/2003
9831117	LEOPARD,JAMES	05/18/1998	C	035CBBAI0124	9900	12/17/2001
9831161	WALTHALL,THOMAS	02/01/1998	C	035CBBAI0350	9900	10/27/2000
9831491	REEDD,DELORIS	09/01/1998	C	035CBBPE0447	9900	09/08/2000
9831731	HLASNEY,JOYCE A	09/25/1998	C	035CBBPE3900	9900	01/17/2001
9900759	COBB,RONNIE C	01/09/1999	C	035CBBPE3211	9900	04/05/1999
9900765	SCOTT,ROBERT	02/01/1999	C	035CBBPE3264	9900	05/10/1999
9901134	CROMER,ROBBIE	01/13/1999	C	035CBBPE3396	9900	08/09/1999
9901725	OSHEILDS,MIKE	01/26/1999	C	035CBBPE3123	9900	04/17/2001
9903311	LOLLIO,FRANK	03/19/1999	C	035CBBPE4270	9900	02/23/2000
9904048	COMPTON,LINDA D	01/27/1999	C	035CBBPE3198	9900	11/18/1999
9905182	WILSON,CHARLOTTE	03/10/1999	C	035CMBPE5255	9900	11/16/1999
9905713	MCMURTURY,TODD	04/05/1999	C	035CBBPE5076	9900	09/24/1999
9906217	BARRETT,GARY	05/13/1999	C	035CBBPE5297	9900	12/06/1999
9907291	MCALISTER,HARLEY D	05/31/1999	C	035CBBPE5642	9900	03/06/2000
9907716	MONZOLILLO,STELLA	03/02/1999	C	035CBBPE5722	9900	08/03/1999
9909735	WALKER,GLEN R	02/24/1999	C	035CBBPE3901	9900	12/29/1999
9909980	WILLIAMS,FRANCES M	06/28/1999	C	035CBBPE6463	9900	12/09/1999
9910485	BROWN,KATRINA R	05/06/1999	C	035CBBPE6876	9900	01/31/2003
9910796	HANNA,JOHNNY	03/18/1999	C	035CBBPE4253	9900	02/17/2000
9911777	WOOD,HARRY	02/25/1999	C	035CBBPE5225	9999	10/01/2003
9912205	MCCLIN,PIPPER	07/30/1999	C	035CBBPE6856	9900	08/14/2000
9912805	MURRAY,EDDIE	03/20/1999	C	035CBBPE4660	9900	10/04/2000
9913604	CUNNINGHAM,KELVIN N	06/29/1999	C	035CBBPE6750	9900	06/06/2000
9915158	TAYLOR,SHANTIA	06/26/1999	C	035CBBPE7753	9900	12/21/1999
9915165	WALSH,PATRICIA E	09/13/1999	C	035CBBPE7913	9900	08/27/2002
9916484	PRESSLEY,CAROL	09/20/1999	C	035CBBPE8249	9900	12/19/2000
9917994	GLOVER,VETO	07/23/1999	C	035CBBPE6892	9900	04/14/2000
9917995	EDMONDS,EULA	09/11/1999	C	035CBBPE7806	9900	02/29/2000
9918673	LANCELEY,BEVERLY M	09/13/1999	C	035CBBPE7914	9900	08/14/2002
9919608	KEY,TANYA	09/23/1999	C	035CBBPE8325	9900	03/06/2000
9919949	WALKER,GLEN R	03/24/1999	C	035CBBPE9422	9900	03/08/2000
9920137	BLANTON,SHIRLEY A	02/10/1999	C	035CBBPE3665	9900	11/26/2001
9921911	SWANEY,JAMES H	11/21/1999	C	035CBBPE9151	9900	10/30/2001
9922348	LONG,JAMIE A	08/01/1999	C	035CBC6V5102	9900	03/08/2000
9922539	TAYLOR,JAMES C	12/29/1999	C	035CBBPE9658	9900	12/19/2000
9922545	PEARSON,EVELYN F	08/04/1999	C	035CBBPE7966	9900	10/25/2000

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CaseNumber	Employee	D/O/I	Stat	Carrier File #	File Loc	Close Date
9923051	WOOD,BILLY	07/17/1999	C	035CBBPE6620	9900	10/16/2000
9923055	SIMPSON,ROYAL L	11/22/1999	C	035CBBPE9152	9900	03/07/2000
9923499	SHEDD,JENNIE L	12/02/1999	C	035CBBPE9517	9900	01/11/2001
9923805	SWAFFORD,GLENN G	08/14/1999	C	035CBBPE7439	9900	06/29/2000
9923843	RICE,RENEA M	09/18/1999	C	035CBBAI0835	9900	04/11/2001
9924296	OWENS,JERRY	06/14/1999	C	035CBBPE7000	9900	07/26/2000
9924298	LEROY,LONNIE L	09/15/1999	C	035CBBPE8661	9900	07/25/2002
9924301	HAMPTON,BELINDA Y	12/08/1999	C	035CBBPE9522	9900	08/25/2000
9924941	CASH,ERNEST T	12/09/1999	C	035CBBPE9528	9900	07/20/2001
9925505	WRIGHT,ETHEL D	11/23/1999	C	035CBBAI0541	9900	05/24/2000
9925816	SWAFFORD,RONNIE	07/23/1999	C	035CBBPE7617	9900	11/13/2000
9926603	MOORE,ERIK C	09/23/1999	C	035CBBAI1920	9900	09/16/2002
9927211	GOODINE,FLORENCE A	08/22/1999	C	035CBC6J2949	9900	05/31/2001
9927212	TAYLER,JAMES H	05/26/1999	C	035CMBPE5576	9900	04/11/2001
9927618	PATTERSON,SANDRA G	11/05/1999	C	035CBBAI0700	9900	05/09/2001
9927758	LAWLESS,DONNA D	10/06/1999	C	035CBBPE8449	9900	09/21/2005
9927789	PELFREY,EDITH L	07/18/1999	C	035CBBPE7655	9900	06/04/2003
9927956	WILLIAMS,MABEL M	04/01/1999	C	0000	9900	06/05/2003
9927957	WILLIAMS,MABLE M	07/28/1999	C	035CBBAI4250	9900	06/05/2003
9929071	BRUCE,JERRY	12/13/1999	C	035CBBPE9484	9900	09/06/2001
9930299	BEARDEN,CECIL L	04/21/1999	C	026CBAGW6847	9900	07/01/2004

Case_Count
921

APPENDIX_000873

Smith, W. C.

From: Smith, W. C.
Sent: Friday, August 26, 2005 9:40 AM
To: Sanders, Margaret
Subject: WestPoint Stevens

Hello Margaret! As you are aware on August 8, 2005, Westpoint Stevens, a self-insured employer here in South Carolina since 1961, defaulted and notified the Commission that they would now longer pay for any workers' compensation claims here in South Carolina. As a result we have inherited about 45 open claims to run off. We recently drew down on, and you deposited at the State Treasurers Office, the proceeds from a letter of credit posted with the Commission as surety by WestPoint Stevens in the amount of $1.8 million. Key Risk Management Services will be working for the Commission as the third party claims administrator for the open Westpoint Stevens claims. Key Risk has opened a trust account for the Commission for us to deposit monies from the surety for Key Risk to pay the open claims and claims expense for WestPoint Stevens. This is the same arrangement we have had with other third party claims administrators on the bankruptcies of Builders Transport, Spartan Mills, Cone Mills, Wellington Leisure, Chamber Fund, Jackson Mills and Krieger Mills. Since we will be just starting out and will be closing claims as fast as is practical the first deposit to the trust account at Key Risk will be a large one. Please have a check for ~~$500,000~~ from the WestPoint Stevens account made payable to Key Risk Management Services and mailed to Key Risk, Attention: Janeen Cantillion, PO Box 1959, Columbia, SC 29202. This will leave ~~$1.3 million~~ in the WestPoint account at the Treasurers Office. As with the others we will have to draw additional funds from the account in the future to pay WestPoint workers compensation claims as our Key Risk trust declines. Any questions please advise. WC Smith, Director, Self-Insurance, SCWCC

Tracking:

Recipient	Delivery
Sanders, Margaret	Delivered: 08/26/2005 9:40 AM

#500000 CHECK HAND DELIVERED BY MANAGMENT ON 9/16/05 TO JANEEN C. OF KEY RISK.

Smith, W. C.

From: Smith, W. C.
Sent: Wednesday, April 05, 2006 8:57 AM
To: Sanders, Margaret
Subject: WestPoint Stevens

Hello Margaret. As you are aware we are currently holding at the treasurers office $ 1.3 million from the surety requirement of WestPoint Stevens to pay their open workers' compensation claims since their recent bankruptcy and default. We had an original deposit of $500,000 from the surety with Key Risk, our third party claims administrator for WestPoint Stevens. We have exhausted this deposit paying claims and need to replenish our trust account with Key Risk in order for them to continue paying WestPoint claims on our behalf. Please send another check for an additional $500,000 from our WestPoint account to Key Risk, Attn. Erica Ingram, 7900 McCloud Road, PO Box 49129, Greensboro, NC 27419. Have the check made out to Key Risk and reference WestPoint Stevens/ SCWCC Account. This will leave $800,000 in the WestPoint account at the Treasurers Office. Any questions please let me know. Thanks!!! WC Smith, Director, Self-Insurance, SCWCC

CHECK MAILED CERTIFIED TO BARBARA CROOKS AT KEY RISK ACCOUNT # P.O. BOX 16746 GREENSBORO, N.C. 27419 / 4/14/06 WC

	Initial Balance	Investment Earnings	Insurance Claims		Balance
FY2008	874,623.46	44,434.26			919,057.72
FY2009		43,595.94	364,512.39		1,327,166.05
FY2010		48,177.90			1,375,343.95
FY2011		37,104.90			1,412,448.85
FY2012		29,443.55			1,441,892.40
FY2013		26,950.92			1,468,843.32
FY2014		19,997.70			1,488,841.02
FY2015		16,847.64			1,505,688.66
FY2016		20,869.17			1,526,557.83
FY2017		31,977.43			1,558,535.26
FY2018		24,840.82			1,583,376.08
FY2019		31,888.81			1,615,264.89
FY2020		36,076.55			1,651,341.44
FY2021		33,571.76			1,684,913.20
FY2022		13,717.25			1,698,630.45

Westpoint Stevens Trust Fund
41F170000

	Initial Balance	Investment Earnings	Insurance Claims	Balance
FY2008	874,623.46	44,434.26		919,057.72
FY2009		43,595.94	364,512.39	1,327,166.05
FY2010		48,177.90		1,375,343.95
FY2011		37,104.90		1,412,448.85
FY2012		29,443.55		1,441,892.40
FY2013		26,950.92		1,468,843.32
FY2014		19,997.70		1,488,841.02
FY2015		16,847.64		1,505,688.66
FY2016		20,869.17		1,526,557.83
FY2017		31,977.43		1,558,535.26
FY2018		24,840.82		1,583,376.08
FY2019		31,888.81		1,615,264.89
FY2020		36,076.55		1,651,341.44
FY2021		33,571.76		1,684,913.20
FY2022		13,717.25		1,698,630.45

ELECTRONICALLY FILED - 2021 Oct 22 4:04 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4005300

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

SHIRLEY BUTTS TAYLOR, individually and as Personal Representative of the Estate of HORACE E. TAYLOR,

Plaintiff,

v.

ARMSTRONG INTERNATIONAL, INC.

A.O. SMITH CORPORATION

A.W. CHESTERTON COMPANY

ABB INC.

AECOM ENERGY & CONSTRUCTION, INC.

ALFA LAVAL INC.

AMBROSE INSULATION COMPANY

ANCHOR/DARLING VALVE COMPANY

ASCO, L.P.

BAHNSON, INC.

BECHTEL CORPORATION

THE BONITZ COMPANY

BW/IP INC.

CARBOLINE COMPANY

CARVER PUMP COMPANY

CB&I LAURENS, INC.

COPES-VULCAN, INC.

COVIL CORPORATION

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

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

SUMMONS

ELECTRONICALLY FILED - 2021 Oct 22 4:04 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4005300

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL CORPORATION

EATON CORPORATION

ECODYNE CORPORATION

ELLINGTON INSULATION COMPANY, INC.

FISHER CONTROLS INTERNATIONAL LLC

FLOWSERVE US INC.

FLUOR CONSTRUCTORS INTERNATIONAL

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FMC CORPORATION

FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER NASH, LLC

GENERAL ELECTRIC COMPANY

THE GORMAN-RUPP COMPANY

GOULD ELECTRONICS INC.

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO.

GRINNELL LLC

HEAT & FROST INSULATION COMPANY, INC.

HENRY PRATT COMPANY, LLC

HOK GROUP, INC.

HOWDEN NORTH AMERICA INC.

IMO INDUSTRIES INC.

ITT LLC

J. & L. INSULATION, INC.

JOHN CRANE INC.

METROPOLITAN LIFE INSURANCE COMPANY

MICHELIN NORTH AMERICA, INC.

MILLIKEN & COMPANY

THE NASH ENGINEERING COMPANY

NIBCO INC.

PIPE & BOILER INSULATION, INC.

PRESNELL INSULATION CO., INC.

RILEY POWER INC.

RUST ENGINEERING & CONSTRUCTION, INC.

RUST INTERNATIONAL INC.

SANDERS UTILITY CONSTRUCTION CO., INC.

SCHNEIDER ELECTRIC SYSTEMS USA, INC.

SEQUOIA VENTURES INC.

SIEMENS INDUSTRY, INC.

ELECTRONICALLY FILED - 2021 Oct 22 4:04 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4005300

SOUTHERN INSULATION, INC.

SPIRAX SARCO, INC.

SPX CORPORATION

SPX COOLING TECHNOLOGIES, INC.

STANDARD INSULATION COMPANY OF N. C., INC.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

STERLING FLUID SYSTEMS (USA) LLC

SULZER PUMPS (US) INC.

TOPBUILD CORP.

TWC THE VALVE COMPANY L.L.C.

UNIROYAL HOLDING, INC.

UNITED CONVEYOR CORPORATION

VELAN VALVE CORP.

VIACOMCBS INC.

VIKING PUMP, INC.

VISTRA CORP.

VISTRA INTERMEDIATE COMPANY LLC

WEIR VALVES & CONTROLS USA INC.

WESTPOINT HOME LLC

YORK INTERNATIONAL CORPORATION

YUBA HEAT TRANSFER LLC

ELECTRONICALLY FILED - 2021 Oct 22 4:04 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4005300

ZURN INDUSTRIES, LLC)
)
Defendants.)
)

SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

/s/ Theile B. McVey
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ATTORNEYS FOR PLAINTIFF

October 22, 2021
Columbia, South Carolina.

APPENDIX_000882

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ELECTRONICALLY FILED - 2021 Oct 22 4:04 PM - RICHLAND - COMMON PLEAS - CASE#2021CP4005300

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

FOR THE FIFTH JUDICIAL CIRCUIT

SHIRLEY BUTTS TAYLOR, individually and as Personal Representative of the Estate of **HORACE E. TAYLOR**,

Plaintiff,

v.

ARMSTRONG INTERNATIONAL, INC.

A.O. SMITH CORPORATION

A.W. CHESTERTON COMPANY

ABB INC.

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

ALFA LAVAL INC.

AMBROSE INSULATION COMPANY

ANCHOR/DARLING VALVE COMPANY

ASCO, L.P.
f/k/a ASCO VALVE, INC.

BAHNSON, INC.

BECHTEL CORPORATION

THE BONITZ COMPANY
f/k/a BONITZ INSULATION COMPANY

BW/IP INC.
and its wholly-owned subsidiaries

CARBOLINE COMPANY

CARVER PUMP COMPANY

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

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Lung Cancer
Wrongful Death and Survival Action

COMPLAINT

(Jury Trial Demanded)

CB&I LAURENS, INC.
individually and as successor-in-interest to
CHICAGO BRIDGE & IRON COMPANY

COPES-VULCAN, INC.

COVIL CORPORATION

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL CORPORATION

EATON CORPORATION

ECODYNE CORPORATION

ELLINGTON INSULATION COMPANY, INC.

FISHER CONTROLS INTERNATIONAL LLC

FLOWSERVE US INC.
individually and as successor-in-interest to
EDWARD VALVES, INC. and ROCKWELL MANUFACTURING COMPANY

FLUOR CONSTRUCTORS INTERNATIONAL
f/k/a FLUOR CORPORATION

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FMC CORPORATION
on behalf of its former Peerless Pump business

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FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER NASH, LLC
individually and as successor-in-interest to
THE NASH ENGINEERING COMPANY

GENERAL ELECTRIC COMPANY

THE GORMAN-RUPP COMPANY

GOULD ELECTRONICS INC.
individually and as successor-in-interest to
ITE CIRCUIT BREAKER CO.

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO.

GRINNELL LLC
d/b/a GRINNELL CORPORATION

HEAT & FROST INSULATION COMPANY, INC.

HENRY PRATT COMPANY, LLC
a subsidiary of MUELLER CO. LLC

HOK GROUP, INC.
f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE

HOWDEN NORTH AMERICA INC.
f/k/a HOWDEN BUFFALO INC. successor-in-interest to BUFFALO FORGE COMPANY

IMO INDUSTRIES INC.

ITT LLC
f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY

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J. & L. INSULATION, INC.

JOHN CRANE INC.

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

MICHELIN NORTH AMERICA, INC. f/k/a MICHELIN TIRE CORPORATION

MILLIKEN & COMPANY

THE NASH ENGINEERING COMPANY

NIBCO INC.

PIPE & BOILER INSULATION, INC.

PRESNELL INSULATION CO., INC.

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

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

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

SANDERS UTILITY CONSTRUCTION CO., INC., individually and as successor-in-interest to SANDERS BROTHERS, INC.

SCHNEIDER ELECTRIC SYSTEMS USA, INC. f/k/a INVENSYS SYSTEMS, INC.

SEQUOIA VENTURES INC. f/k/a BECHTEL CORPORATION

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SIEMENS INDUSTRY, INC.
individually and as successor-in-interest to
SIEMENS ENERGY & AUTOMATION, INC.
successor-in-interest to ITE CIRCUIT
BREAKER CO.

SOUTHERN INSULATION, INC.

SPIRAX SARCO, INC.

SPX CORPORATION
individually and successor-in-interest to
KINNEY PUMPS

SPX COOLING TECHNOLOGIES, INC.
individually and successor-in-interest to
MARLEY COOLING TOWERS CO.

STANDARD INSULATION COMPANY OF N. C., INC.

STARR DAVIS COMPANY, INC.

STARR DAVIS COMPANY OF S.C., INC.

STERLING FLUID SYSTEMS (USA) LLC

SULZER PUMPS (US) INC.

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

TWC THE VALVE COMPANY L.L.C.
individually and as successor-in-interest to
THE WALWORTH COMPANY

UNIROYAL HOLDING, INC.
f/k/a UNITED STATES RUBBER COMPANY,
INC.

UNITED CONVEYOR CORPORATION

VELAN VALVE CORP.

APPENDIX_000887

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

VIKING PUMP, INC.

VISTRA CORP.
f/k/a VISTRA ENERGY CORP. individually and as successor-in-interest to CRS SIRRINE a/k/a CRSS, as successor-in-interest to J.E. SIRRINE

VISTRA INTERMEDIATE COMPANY LLC, individually and as successor-in-interest to CRSS INC.

WEIR VALVES & CONTROLS USA INC.
d/b/a ATWOOD & MORRILL CO., INC.

WESTPOINT HOME LLC
f/k/a WESTPOINT HOME INC. individually and as successor-in-interest to J.P. STEVENS & CO., INC.

YORK INTERNATIONAL CORPORATION

YUBA HEAT TRANSFER LLC

ZURN INDUSTRIES, LLC
individually and as successor-in-interest to ZURN INDUSTRIES, INC.

Defendants.

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, SHIRLEY BUTTS TAYLOR, individually and as Personal Representative of the Estate of HORACE E. TAYLOR, sues the named Defendants for compensatory and punitive damages, by and through her attorneys, and come before this court and alleges as follows:

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GENERAL ALLEGATIONS

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

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

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

(b) Contracting to supply services or things in the State;

(c) Commission of a tortious act in whole or in part in this State;

(d) Having an interest in, using, or possessing real property in this State; and/or

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

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

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

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(a) the Premises Defendants owned the property and approved the use of asbestos-containing materials on its premises.

(b) the Premises Defendants invited the Decedent, Horace E. Taylor, as a carpenter and iron worker, on to Defendant's premises to perform construction work for Defendant's benefit. Decedent was an invitee who had express permission to enter Defendant's premises for the purpose of benefitting the owner (Defendant).

(c) the Premises Defendants owed a duty of due care to discover risks and take safety precautions to warn of and eliminate unreasonable risks.

(d) the Premises Defendants' failure to warn of or eliminate the unreasonable risks associated with working on or around asbestos-containing materials on Defendants' premises was a substantial factor contributing to cause Decedent, Horace E. Taylor's lung cancer.

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

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

7. Plaintiff's claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and North Carolina, and the purchase and use of asbestos-containing products on their premises located in South Carolina and North Carolina, and/or contracting with the employer of Decedent, Horace E.

Taylor in South Carolina for Decedent and others to cross state lines to work on Defendant's premises.

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

9. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and who's substantial and/or systematic business in South Carolina exposed Decedent, Horace E. Taylor to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

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

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

12. Decedent, Horace E. Taylor worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by Defendants identified above.

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

DEFENDANT	ALTERNATE ENTITY
AECOM ENERGY & CONSTRUCTION, INC.	YEARGIN CONSTRUCTION COMPANY, INC.
ASCO, L.P.	ASCO VALVE, INC.
THE BONITZ COMPANY	BONITZ INSULATION COMPANY
BW/IP INC.	and its wholly-owned subsidiaries
CB&I LAURENS, INC.	CHICAGO BRIDGE & IRON COMPANY
FLOWSERVE US INC.	EDWARD VALVES, INC., ROCKWELL MANUFACTURING COMPANY
FLUOR CONSTRUCTORS INTERNATIONAL	FLUOR CORPORATION
FMC CORPORATION	on behalf of its former Peerless Pump business
GARDNER DENVER NASH, LLC	THE NASH ENGINEERING COMPANY

DEFENDANT	ALTERNATE ENTITY
GOULD ELECTRONICS INC.	ITE CIRCUIT BREAKER CO.
GRINNELL LLC	GRINNELL CORPORATION
HENRY PRATT COMPANY LLC	MUELLER CO. LLC
HOK GROUP INC.	HELLMUTH, OBATA AND KASSABAUM, INC., CRS SIRRINE, and J.E. SIRRINE
HOWDEN NORTH AMERICA INC.	HOWDEN BUFFALO INC., BUFFALO FORGE COMPANY
ITT LLC	ITT CORPORATION, ITT INDUSTRIES, INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY
METROPOLITAN LIFE INSURANCE COMPANY	METLIFE INC.
MICHELIN NORTH AMERICA, INC.	f/k/a MICHELIN TIRE CORPORATION
RILEY POWER INC.	BABCOCK BORSIG POWER, INC., DB RILEY, INC., RILEY STOKER CORPORATION
RUST ENGINEERING & CONSTRUCTION, INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
RUST INTERNATIONAL INC.	SIRRINE ENVIRONMENTAL CONSULTANTS, INC.
SANDERS UTILITY CONSTRUCTION CO., INC.	SANDERS BROTHERS, INC.
SCHNEIDER ELECTRIC SYSTEMS USA, INC.	INVENSYS SYSTEMS INC.
SEQUOIA VENTURES INC.	BECHTEL CORPORATION

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DEFENDANT	ALTERNATE ENTITY
SIEMENS INDUSTRY, INC.	SIEMENS ENERGY & AUTOMATION, INC., ITE CIRCUIT BREAKER CO.
SPX CORPORATION	KINNEY PUMPS
SPX COOLING TECHNOLOGIES, INC.	MARLEY COOLING TOWERS CO.
TOPBUILD CORP.	UNITED SUBCONTRACTORS, INC., STANDARD INSULATING COMPANY, INC.
TWC THE VALVE COMPANY L.L.C.	THE WALWORTH COMPANY
UNIROYAL HOLDING, INC.	UNITED STATES RUBBER COMPANY, INC
VIACOMCBS INC.	CBS CORPORATION, VIACOM, INC. and WESTINGHOUSE ELECTRIC CORPORATION
VISTRA CORP.	VISTRA ENERGY CORP., CRS SIRRINE, CRSS, and J.E. SIRRINE
VISTRA INTERMEDIATE COMPANY LLC	CRSS INC.
WEIR VALVES & CONTROLS USA INC.	ATWOOD & MORRILL CO., INC.
WESTPOINT HOME LLC	WESTPOINT HOME, INC., J.P. STEVENS & CO., INC.
ZURN INDUSTRIES, LLC	ZURN INDUSTRIES, INC.

14. Plaintiff has been informed and believes, and thereon alleges, that at all times herein mentioned, Defendants or their "alternate entities" were or are corporations, partnerships, unincorporated associations, sole proprietorships and/or other business entities organized and existing under and by virtue of the laws of the State of South Carolina, or the laws of some other

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state or foreign jurisdiction, and that said Defendants were and/or are authorized to do business in the State of South Carolina, and that said Defendants have regularly conducted business in the State of South Carolina.

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

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

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

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

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THE PARTIES

19. Plaintiff Shirley Butts Taylor is currently a resident of the State of South Carolina. Decedent, Horace E. Taylor was exposed to asbestos during the course of his career at various job sites, including but not limited to, locations in South Carolina and North Carolina.

20. The Plaintiff was appointed as the Personal Representative of the Estate of Horace Eugene Taylor a/k/a Horace E. Taylor (deceased) by the Probate Court of Oconee County, South Carolina on or about January 7, 2020.

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

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

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

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

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

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

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

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

against AMBROSE INSULATION COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

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

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

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exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against THE BONITZ COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

35. Defendant, **CARVER PUMP COMPANY**, was and is a Delaware corporation with its principal place of business in Iowa. At all times material hereto, CARVER PUMP COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Carver pumps. CARVER PUMP COMPANY is sued as a Product Defendant. Plaintiff's claims

against CARVER PUMP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

36. Defendant, **CB&I LAURENS, INC.**, individually and as successor-in-interest to CHICAGO BRIDGE & IRON COMPANY, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, CB&I LAURENS, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves. CB&I LAURENS, INC. is sued as a Product Defendant. Plaintiff's claims against CB&I LAURENS, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

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CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which, during the actual operations of Covil Corporation, exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against COVIL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

41. Defendant, **DANIEL INTERNATIONAL CORPORATION**, was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed

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substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. DANIEL INTERNATIONAL CORPORATION is sued as a Product Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against DANIEL INTERNATIONAL CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

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

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

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

48. Defendant, **FLUOR CONSTRUCTORS INTERNATIONAL, INC.**, was and is a California corporation with its principal place of business in Texas. At all times material hereto,

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

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

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

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

52. Defendant, **FOSTER WHEELER ENERGY CORPORATION**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, FOSTER WHEELER ENERGY CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but

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not limited to, asbestos-containing Foster Wheeler cooling towers. FOSTER WHEELER ENERGY CORPORATION is sued as a Product Defendant. Plaintiff's claims against FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

53. Defendant, **GARDNER DENVER NASH, LLC**, individually and as successor-in-interest to THE NASH ENGINEERING COMPANY, was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, GARDNER DENVER NASH, LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Gardner Denver pumps and Nash pumps. GARDNER DENVER NASH, LLC is sued as a Product Defendant. Plaintiff's claims against GARDNER DENVER NASH, LLC arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

56. Defendant, **GOULD ELECTRONICS INC.**, individually and as successor-in-interest to ITE CIRCUIT BREAKER CO., was and is an Arizona corporation with its principal place of business in Ohio. At all times material hereto, GOULD ELECTRONICS INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers. GOULD ELECTRONICS INC. is sued as a Product Defendant. Plaintiff's claims against GOULD ELECTRONICS INC. arise out of this Defendant's business activities in the State of South Carolina.

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

58. Defendant, **GREAT BARRIER INSULATION CO.**, was a Florida corporation with its principal place of business in Alabama. At all times material hereto, GREAT BARRIER

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INSULATION COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the southeastern United States. GREAT BARRIER INSULATION CO. is sued as a Product Defendant. GREAT BARRIER INSULATION CO. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against GREAT BARRIER INSULATION CO. arise out of this Defendant's business activities in the State of South Carolina.

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

60. Defendant, **HEAT & FROST INSULATION COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, HEAT & FROST INSULATION COMPANY, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation

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at numerous jobsites throughout the southeastern United States. HEAT & FROST INSULATION COMPANY, INC. is sued as a Product Defendant. HEAT & FROST INSULATION COMPANY, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against HEAT & FROST INSULATION COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

62. Defendant, **HOK GROUP, INC.** f/k/a HELLMUTH, OBATA AND KASSABAUM, INC., individually and as successor-in-interest to CRS SIRRINE as successor-in-interest to J.E. SIRRINE, was and is a Delaware corporation with its principal place of business in Missouri. At all times material hereto, HOK GROUP, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the design of facilities that included the use of asbestos-containing materials, and the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. HOK GROUP, INC. is sued as a

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Product Defendant and a Design Defendant. HOK GROUP, INC. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against HOK GROUP, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **HOWDEN NORTH AMERICA INC.** f/k/a HOWDEN BUFFALO INC. successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans. HOWDEN NORTH AMERICA INC. is sued as a Product Defendant. Plaintiff's claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

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

65. Defendant, **ITT LLC**, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW, and KENNEDY VALVE COMPANY, was and is an Indiana

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

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

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

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

69. Defendant, **MICHELIN NORTH AMERICA, INC.** f/k/a MICHELIN TIRE CORPORATION, was and is a New York corporation with its principal place of business in South Carolina. At all times material hereto, MICHELIN NORTH AMERICA, INC. owned and/or controlled premises at which Decedent Horace E. Taylor was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Michelin Tire facility in Greenville, South Carolina. MICHELIN NORTH AMERICA, INC. is sued as a Premises Defendant. Plaintiff's claims against MICHELIN NORTH AMERICA, INC. arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **MILLIKEN & COMPANY**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, MILLIKEN & COMPANY owned and/or controlled premises at which Decedent, Horace E. Taylor was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Milliken facility a/k/a Judson Mill in Greenville, South Carolina. MILLIKEN & COMPANY is sued as a Premises Defendant. Plaintiff's claims against MILLIKEN & COMPANY arise out of this Defendant's business activities in the State of South Carolina.

71. Defendant, **THE NASH ENGINEERING COMPANY**, was a Connecticut corporation with its principal place of business in Maine. At all times material hereto, THE NASH ENGINEERING COMPANY mined, manufactured, processed, imported, converted,

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compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Nash pumps. THE NASH ENGINEERING COMPANY is sued as a Product Defendant. Plaintiff's claims against THE NASH ENGINEERING COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

76. Defendant, **RUST ENGINEERING & CONSTRUCTION, INC.**, individually and as successor-in-interest to SIRRINE ENVIRONMENTAL CONSULTANTS, INC., was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto,

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

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

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

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

79. Defendant, **SCHNEIDER ELECTRIC SYSTEMS USA, INC.** f/k/a INVENSYS SYSTEMS, INC., was and is a Massachusetts corporation with its principal place of business in Massachusetts. At all times material hereto, SCHNEIDER ELECTRIC SYSTEMS USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Foxboro valves. SCHNEIDER ELECTRIC SYSTEMS USA, INC. is sued as a Product Defendant.

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Plaintiff's claims against SCHNEIDER ELECTRIC SYSTEMS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

81. Defendant, **SIEMENS INDUSTRY, INC.**, individually and as successor-in-interest to SIEMENS ENERGY & AUTOMATION, INC. successor-in-interest to ITE CIRCUIT BREAKER CO., was and is a Delaware corporation with its principal place of business in Georgia. At all times material hereto, SIEMENS INDUSTRY, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing ITE circuit breakers. SIEMENS INDUSTRY, INC. is sued as a Product Defendant. Plaintiff's claims against SIEMENS INDUSTRY, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

84. Defendant, **SPX CORPORATION**, individually and successor-in-interest to KINNEY PUMPS, was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, SPX CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed

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

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

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

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INSULATION COMPANY OF N. C., INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

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people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against STARR DAVIS COMPANY OF S.C., INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

91. Defendant, **TOPBUILD CORP.**, individually and as successor-in-interest to UNITED SUBCONTRACTORS, INC. successor-in-interest to STANDARD INSULATING COMPANY, INC., was and is a Delaware corporation with its principal place of business in Florida. At all times material hereto, TOPBUILD CORP. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial

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amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation and materials at numerous jobsites throughout the southeastern United States. TOPBUILD CORP. is sued as a Product Defendant. TOPBUILD CORP. is also sued for the work it did at the various industrial sites in the southeastern United States which exposed tens of thousands of people, including the Decedent, Horace E. Taylor, to lethal doses of asbestos. Plaintiff's claims against TOPBUILD CORP. arise out of this Defendant's business activities in the State of South Carolina.

92. Defendant, **TWC THE VALVE COMPANY L.L.C.**, individually and as successor-in-interest to THE WALWORTH COMPANY, was and is a Texas limited liability company with its principal place of business in Texas. At all times material hereto, TWC THE VALVE COMPANY L.L.C. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Walworth valves. TWC THE VALVE COMPANY L.L.C. is sued as a Product Defendant. Plaintiff's claims against TWC THE VALVE COMPANY L.L.C. arise out of this Defendant's business activities in the State of South Carolina.

93. Defendant, **UNIROYAL HOLDING, INC.** f/k/a UNITED STATES RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Asbeston cloth and blankets. UNIROYAL HOLDING, INC. is sued as a Product Defendant. Plaintiff's claims against

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UNIROYAL HOLDING, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

96. Defendant, **VIACOMCBS INC.** f/k/a CBS CORPORATION, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, VIACOMCBS INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-

containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse generators and turbines. VIACOMCBS INC. is sued as a Product Defendant. Plaintiff's claims against VIACOMCBS INC. arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

100. Defendant, **WEIR VALVES & CONTROLS USA INC.** d/b/a ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS USA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves. WEIR VALVES & CONTROLS USA INC. is sued as a Product Defendant. Plaintiff's claims against WEIR VALVES & CONTROLS USA INC. arise out of this Defendant's business activities in the State of South Carolina.

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101. Defendant, **WESTPOINT HOME LLC** f/k/a WESTPOINT HOME INC., individually and as successor-in-interest to J.P. STEVENS & CO., INC., was and is a Delaware limited liability company with its principal place of business in New York. At all times material hereto, WESTPOINT HOME LLC and/or their "alternate entities" owned and/or controlled premises at which Decedent, Horace E. Taylor was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the J.P. Stevens & Co. facility a/k/a the Clemson Plant in Clemson, South Carolina. WESTPOINT HOME LLC is sued as a Premises Defendant. Plaintiff's claims against WESTPOINT HOME LLC arise out of this Defendant's business activities in the State of South Carolina.

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

103. Defendant, **YUBA HEAT TRANSFER LLC**, was and is a Delaware limited liability company with its principal place of business in Oklahoma. At all times material hereto, YUBA HEAT TRANSFER LLC mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Yuba water pre-heaters and condensate coolers. YUBA HEAT

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TRANSFER LLC is sued as a Product Defendant. Plaintiff's claims against YUBA HEAT TRANSFER LLC arise out of this Defendant's business activities in the State of South Carolina.

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

105. Decedent, Horace E. Taylor experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendant(s): MILLIKEN & COMPANY, WESTPOINT HOME LLC, and MICHELIN NORTH AMERICA, INC. (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, (except for METROPOLITAN LIFE INSURANCE COMPANY) were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. At all times relevant to this action, the Defendants and the predecessors of the Defendants, for whose actions the Defendants are legally responsible, were engaged in the manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

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BACKGROUND FACTS

106. Plaintiff, Shirley Butts Taylor, brings this action for monetary damages as a result of Decedent, Horace E. Taylor, contracting an asbestos-related disease.

107. Decedent, Horace E. Taylor was diagnosed with lung cancer on or about November 6, 2017.

108. Decedent, Horace E. Taylor's lung cancer was caused by his exposure to asbestos during the course of his employment.

109. During his work history, Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products through his work as a carpenter and iron worker from approximately 1960s to 1980s at various commercial and industrial jobsites located primarily in South Carolina and North Carolina. Decedent performed a variety of tasks throughout the facilities where he worked, which included, but were not limited to, erected and tore down scaffolding used by many trades and covered in asbestos insulation and asbestos insulation fibers, stacked asbestos blankets from scaffolding, cleaned work areas covered in asbestos fibers. Decedent also built forms for concrete, helped tie rebar, removed and installed pipes and insulation, demolition, renovation and repair, rigging steel supports and piping. All of these activities exposed Decedent to asbestos and asbestos-dust.

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

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111. Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products while employed as a carpenter and ironworker for Daniel International Corp. at various industrial locations, including but not limited to the following:

- American Enka – Central, SC
- Michelin Tire – Greenville, SC
- Milliken Mill – Greenville, SC
- Dan River Mills – Liberty, SC
- Daniel Warehouse – Greenville, SC
- V.C. Summer Nuclear Station – Jenkinsville, SC
- Belews Creek Power Plant – Walnut Cove, NC

112. Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products while employed as a carpenter for Duke Energy Corporation at various industrial locations, including but not limited to Oconee Nuclear Station power plant in Seneca, SC.

113. Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products while employed as a carpenter for J. P. Stevens & Co. Inc. at various industrial locations, including but not limited to the Clemson Plant in Clemson, SC.

114. Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products while employed as a carpenter and ironworker for Yeargin Construction Company Inc. at various industrial locations, including but not limited to Stauffer Chemical Plant in Anderson, SC.

115. Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products while employed as a carpenter for various construction companies at various industrial locations, including but not limited to the following:

- Columbia Staffing at Duke Energy-Bad Creek Hydroelectric Station – Oconee County, SC
- Elliott Davis & Company – Greenville, SC

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116. Decedent, Horace E. Taylor was exposed to Defendants' asbestos-containing products through his work as a carpenter for various construction companies at various residential locations primarily in South Carolina. During this time, Decedent worked on residential homes, including new construction, remodeling and roofing projects. He also worked around asbestos-containing building products, including but not limited to, sheetrock, roofing shingles and roofing products. Decedent also built concrete forms and scaffolding, as well as iron work. All of these activities exposed Decedent to asbestos.

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

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

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

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

121. As a direct and proximate result of the conduct as alleged within, Decedent, Horace E. Taylor suffered permanent injuries, including, but not limited to, lung cancer and other lung damage, as well as the mental and emotional distress attendant thereto, from the effect of

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exposure to asbestos fibers, all to his damage in the sum of the amount as the trier of fact determines is proper.

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

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

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

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

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

125. At all times herein mentioned, each of the named Defendants, was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing,

marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

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

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

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likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Decedent, Horace E. Taylor. 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.

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

129. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Decedent, Horace E. Taylor, 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.

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

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

132. Defendants' conduct and defective products as described in this cause of action were a direct cause of Decedent, Horace E. Taylor's injuries, and all damages thereby sustained by Decedent. Plaintiff therefore seeks all compensatory damages in order to make them whole, according to proof.

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

134. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, failing to recall or retrofit, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, rebranding, manufacturing for others, packaging and advertising asbestos and asbestos-containing products or products manufactured for foreseeable use with asbestos products, Defendants and/or their "alternate entities" did so with conscious disregard for the safety of "exposed persons" who came in contact

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

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

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

products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Decedent, Horace E. Taylor.

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

138. 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.

139. The herein-described conduct of Defendants and their "alternate entities," was and is willful, malicious, fraudulent, and outrageous and in conscious disregard and indifference to the safety and health of persons foreseeably exposed. Plaintiff, for the sake of example and by way of punishing said Defendants, 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, Plaintiff Complains of Defendants, and Alleges as Follows:

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

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141. Decedent, Horace E. Taylor suffered from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Decedent, Horace E. Taylor was not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

142. The Product Defendants' conduct and defective products as described above were a direct cause of Decedent, Horace E. Taylor's injuries, and the injuries and damages thereby sustained by Plaintiff.

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

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

145. Decedent, Horace E. Taylor, Decedent's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner

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that was reasonably foreseeable. Decedent, Horace E. Taylor's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

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

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

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148. 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 lung cancer, asbestosis, other lung damage, and cancer to "exposed persons," including Decedent, Horace E. Taylor herein, while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe and dangerous for use.

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

150. Defendants' defective products as described above were a direct cause of Decedent, Horace E. Taylor's injuries, and the damages thereby sustained.

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

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

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

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

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154. 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.

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

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

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

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

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

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

159. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Decedent, Horace E. Taylor was exposed.

160. Employees handling and disturbing asbestos-containing products in Decedent, Horace E. Taylor's vicinity were the agents and employees of defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures. Defendants controlled both the means and manner of performance of the work of their employees as described herein.

161. Employees handling and disturbing asbestos-containing products in Decedent Horace E. Taylor's, Decedent's family members and others' vicinity received monetary

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

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

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

164. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

165. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Decedent, Horace E. Taylor.

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

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167. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Decedent, Horace E. Taylor.

168. Defendants' employees owed Decedent, Horace E. Taylor a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

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

170. At all times mentioned, Decedent, Horace E. Taylor was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

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

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

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

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

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

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

175. Prior to and during all relevant times, the Defendants and/or their "alternate entities" employed workers in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Decedent, Horace E. Taylor worked and/or spent time.

176. At all times herein mentioned, Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

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

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

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

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

180. At all times herein mentioned, Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Decedent, Horace E. Taylor, were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

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

182. At all times herein mentioned, Decedent, Horace E. Taylor was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

183. At all times herein mentioned, Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

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184. At all times herein mentioned, Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Decedent, Horace E. Taylor, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Defendants' employees.

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

186. Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Defendants.

187. Defendants failed to warn its employees and bystanders thereto, including Decedent, Horace E. Taylor, of the known hazards associated with asbestos and the asbestos-containing materials they were using and/or disturbing.

188. As a direct and proximate result of the conduct of Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Decedent, Horace E. Taylor became exposed to and inhaled asbestos fibers, which was a

substantial factor in causing Decedent, Horace E. Taylor to develop asbestos-related disease lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Negligence Per Se)

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

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

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

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

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

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

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

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

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

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(a) In failing and neglecting to properly inspect the building for defects in the construction, design, and defects in the asbestos-containing products, materials and/or equipment.

(b) In failing and neglecting to properly train employees in the proper installation of asbestos-containing products, materials and/or equipment, including but limited to asbestos.

(c) In failing and neglecting to properly supervise employees, contractors, subcontractors, and/or suppliers in the proper installation of asbestos-containing products, materials and/or equipment, including but limited to asbestos.

(d) In failing and neglecting to employ careful contractors and/or employees.

(e) In failing and neglecting to properly install asbestos-containing products, materials and/or equipment, including but limited to asbestos.

(f) In failing to properly install the asbestos-containing products, materials and/or equipment, including but limited to asbestos.

(g) In failing to properly warn Decedent of dangers and risks associated with the conditions of the material and work product which was being installed for use by Decedent Horace E. Taylor and others in his vicinity.

(h) By such other failures as will be proved at trial.

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

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

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

As a Seventh Distinct Cause of Action for Negligent Design Services, Plaintiff Complains of Design Defendants and Alleges as Follows:

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

197. Design Defendants owed Decedent a duty to perform professional design services, including construction administration, in accordance with professional standards obtained in South Carolina for the delivery and performance of such services.

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

(a) In failing and neglecting to take reasonable care in the design of said building.

(b) In failing and neglecting to properly design said building, to issue proper construction, to prevent continuous and substantial exposure to asbestos and/or asbestos-containing products.

(c) In failing and neglecting to properly supervise the construction of said building.

(d) In failing and neglecting to properly and reasonably design said building to eliminate exposure to asbestos and/or asbestos-containing products, including but not limited to asbestos-containing insulation.

(e) In negligently specifying the use of inappropriate, improper and/or defective and deficient building systems, materials, and components, including but not limited to asbestos-containing insulation.

(f) By such other failures as will be proved at trial.

199. As a direct, proximate, and foreseeable result of the negligence of the Design Defendants, Decedent suffered and incurred actual damages, as described hereinabove, and are entitled to recover such damages from the Design Defendants in such an amount as the trier of fact

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may find. The actions and omissions to act of the Design Defendants were willful, wanton, reckless and grossly negligent, so as to entitle the Plaintiff to recover punitive damages.

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

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

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

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

202. The implied warranty made by the Defendants and/or their "alternate entities" that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Decedent, Horace E. Taylor carried out his duties and was inhaled by Decedent, Horace E. Taylor.

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

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FOR A NINTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

205. That during, before and after Decedent, Horace E. Taylor'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 Decedent in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Decedent. At the same time of these misrepresentations, Defendants each knew of the falsity of their representations and/or made the representations in reckless disregard of their truth or falsity.

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

207. As a direct and proximate result of Decedent, Horace E. Taylor's reliance upon Defendants' false representations, Decedent has suffered injury and damages as described herein.

FOR A TENTH CAUSE OF ACTION
(Conspiracy, Concert of Action – Defendant Metropolitan Life Insurance Company)

For a Tenth Distinct Cause of Action for Fraudulent Misrepresentation, Plaintiff Complains of Defendant Metropolitan Life Insurance Company, and Alleges as Follows:

208. Plaintiff repeats and re-allege the portions of the above paragraphs where relevant.

209. Beginning in the late 1920's, conspirators including Defendant Metropolitan Life Insurance Company ("Met Life"), as well as Johns-Manville, Raybestos-Manhattan and others,

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undertook a duty to conduct research on asbestos-related health problems and to inform the public about any health risks that could be associated therewith. In or about 1929, Met Life, through its agents and employees acting within the scope of their agency and employment, including but not limited to Dr. Anthony J. Lanza ("Lanza"), began an investigation of asbestos-related health hazards. In 1935, this study was altered by Lanza, with the full knowledge of Met Life, at the request of and in concert with the asbestos industry in order to wrongly influence the United States Public Health Service, the United States medical community and various state legislatures.

210. Thereafter, Defendant Met Life through the acts and omissions of its employees, most notably Lanza, undertook a series of activities with various members of the asbestos industry including but not limited to Johns-Manville, Raybestos-Manhattan/ Raymark Industries, Inc., United States Gypsum, American Brake Blok/Abex, and others to suppress and misrepresent the dangers of exposure to asbestos dust to employees of Met Life's insureds and the general public and the medical community.

211. The conspirators through their agent, Lanza of Met Life, made a concerted effort to discredit and to terminate the experiments of certain scientists who were developing data of profound importance for the area of public health in relation to the cancer hazard which existed for workers and bystanders in the asbestos industry.

212. As a direct and proximate result of Met Life's intentional publication of deceptive and misleading medical data and information, and other conspiratorial acts and omissions, Defendant caused asbestos to be used in the occupational settings from which Decedent breathed asbestos dust which resulted in Decedent's injuries. Defendant Met Life, through its agents and employees and officers, aided and abetted and gave substantial assistance to Johns-Manville and Raybestos-Manhattan in their tortious selling of asbestos products and voluntarily undertook a duty to warn the United States Public Health Service, the medical community, and others about

the danger of asbestos and consciously and negligently misrepresented the dangers of asbestos to the United States Public Health Service, the medical community, and others, all to the ultimate harm of Decedent herein.

213. Defendant Met Life rendered substantial aid and assistance to the manufacturers of asbestos-containing products to which Decedent was exposed, and such assistance by Met Life aided and abetted the negligence and the marketing of unreasonably dangerous asbestos-containing products by such manufacturers which proximately caused Decedent's illness.

214. In both conducting tests and in publishing their alleged results, Met Life failed to exercise reasonable care to conduct or publish complete, adequate and accurate tests of the health effects of asbestos. Met Life also caused to be published intentionally false, misleading, inaccurate and deceptive information about the health effects of asbestos exposure.

215. Decedent unwittingly and justifiably relied upon the thoroughness of Met Life's tests and information dissemination, the results of which Met Life published in leading medical journals.

216. As a direct and proximate contributing result of Met Life's failures to conduct or accurately publish adequate tests or disseminate accurate and truthful information, after undertaking to do so; (i) the risk of harm to Decedent from asbestos exposure was increased, and (ii) Decedent suffered the injuries described herein.

217. In failing to test fully and adequately for the adverse health effects from exposure to asbestos; in delaying the publication of such results; and in falsely editing such results as were obtained; in suppressing relevant medical inquiry and knowledge about those hazards to promote the sale and distribution of asbestos as a harmless product; and in collaborating with the other Defendants materially to understate the hazards of asbestos exposure, all for its own profit and

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gain, Met Life acted recklessly, wantonly, and in calculated disregard for the welfare of the general public, including Decedent.

218. Additionally and alternatively, as a direct and proximate result of Met Life's actions and omissions, Decedent was caused to remain ignorant of all the dangers of asbestos resulting in Decedent, Horace E. Taylor's wife, his co-workers, his family, and the general public to be unaware of the true and full dangers of asbestos, depriving Decedent of the opportunity to decide for himself whether he wanted to take the risk of being exposed to asbestos, denied Decedent the opportunity to take precautions against the dangers of asbestos and proximately caused Decedent's damages herein.

219. During the relevant time period the Decedent was exposed to and did inhale and/or ingest asbestos dust, fibers, and particles, which dust, fibers, and particles came from the asbestos or asbestos-containing products which were mined, milled, manufactured, fabricated, supplied, and/or sold by the Johns Manville and/or Raybestos/Raymark.

220. Defendant, Met Life, together with Manville, Raymark and other persons and entities, known and unknown at times relevant hereto, engages in a conspiracy or concert of action to inflict injury on the Decedent, and to withhold, alter, suppress and misrepresent information about the health effects of asbestos exposure. One or more of said conspirators did cause tortious injury to the Decedent, Horace E. Taylor or his wife in the course of or as a consequence of the conspiracy of concert of action. At least the following enumerated acts were undertaken by the conspirators in the course of and in furtherance of the conspiracy or concert of action:

(a) In 1932, Met Life, through Lanza and others, assisted Manville with medical examinations of over 1,000 employees of Manville's factory in Manville, New Jersey. The report of this study shows that a large percentage of the employees suffered from asbestosis including employees not directly involved in the manufacturing process. This 1932 medical survey was not published in the medical literature and, therefore, was unavailable to

scientists studying the issue of asbestos-related disease. Further collaboration between Manville and Met Life continued the cover-up.

(b) Beginning in approximately 1934, Manville, through its agents, Vandiver Brown and Attorney J.C. Hobart, suggested to Lanza, Associate Director of Met Life, which was then insurer of Manville and Raymark, that Lanza publish a study on asbestosis in which Lanza would affirmatively misrepresent material facts about the health consequences of asbestos exposure. This was accomplished through intentional deletion of Lanza's description of asbestosis as 'fatal' and through other selective editing that affirmatively misrepresent asbestosis as a disease process less serious than it actually is and was known to be. As a result, Lanza's study was published in the medical literature in this misleading fashion in 1935. The conspirators were motivated, in part, to effectuate this fraudulent misrepresentation and fraudulent nondisclosure by the desire to influence proposed legislation to regulate asbestos exposure and to provide a defense in lawsuits involving Manville, Raymark, and Met Life as insurer. Furthermore, upon information and belief, it is alleged that Met Life, at all times relevant hereto, had substantial monetary investments in Manville and Raymark, among other asbestos product manufacturers and distributors.

(c) In 1936, the conspirators or some of them entered into an agreement with the Saranac Laboratories. Under this agreement, these conspirators acquired the power to decide what information Saranac could publish about asbestos disease and to control in what form such publications would occur. This agreement gave these conspirators power to affirmatively misrepresent the results of the work at Saranac, and also gave these conspirators power to material facts included in any study. On numerous occasions thereafter, the conspirators exercised their power to prevent Saranac scientists from disclosing material scientific data, resulting in numerous misstatements of fact being made at scientific meetings.

(d) By November 1948, or earlier, Manville, Met Life (acting through Lanza), Raymark, and others decided to exert their influence to materially alter and misrepresent material facts about the substance of research started by Dr. Leroy Gardner at the Saranac Laboratories beginning in 1936. Dr. Gardner's research involved carcinogenicity of asbestos in mice and also included an evaluation of the health effects of asbestos on humans with a critical review of the then-existing standards of dust exposure for asbestos and asbestos products.

(e) At a meeting on November 11, 1948, these conspirators and others intentionally and affirmatively determined that Dr. Gardner's work should be edited to specifically delete material facts about the cancer-causing propensities of asbestos and the health effects of asbestos on humans and they determined that only an edited version would be published. These conspirators thereby fraudulently misrepresented the risks of asbestos

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exposure to the public, in general, and to the class of persons exposed to asbestos, including the Decedent.

(f) As a direct result of influence exerted by the above described conspirators, Dr. Arthur Vorwald published Dr. Gardner's edited work in the Journal of Industrial Hygiene, AMA Archives of Industrial Hygiene and Occupational Health in 1951 in a form that stressed those portions of Dr. Gardner's work that the conspirators wished stressed, but which omitted references to human asbestosis and cancer, thereby fraudulently and affirmatively misrepresenting the extent of the risks. The conspirators affirmatively and deliberately disseminated this misleading Vorwald publication to universities, libraries, government officials, agencies and others.

(g) Such action constituted a material affirmative misrepresentation of the material facts involved in Dr. Gardner's work and resulted in creating an appearance that inhalation of asbestos was a less serious health concern than Dr. Gardner's unedited work indicated.

(h) For many decades, Met Life, individually, jointly and in conspiracy with Manville and Raymark, have been in possession of medical and scientific data, literature, and test reports which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary foreseeable use of said asbestos-containing products and/or machinery requiring or calling for the use of asbestos or asbestos-containing products were unreasonably dangerous, hazardous, deleterious to human health, carcinogenic, and potentially deadly.

(i) Despite the medical and scientific data, literature and test reports possessed by and available to Met Life, individually and in conspiracy with Manville and Raymark, Fraudulently, willfully and maliciously withheld, concealed and suppressed said medical and scientific data, literature and test reports regarding the risks of asbestosis, cancer, lung cancer, and other illnesses and diseases from Decedent who using and being exposed to Manville or Raymark asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products; caused to be released, published and disseminated medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, cancer, lung cancer and other illnesses and diseases, which Metropolitan, Manville and Raymark knew were either incorrect, incomplete, outdated and misleading; distorted the results of medical examinations conducted upon workers who were using asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products and being exposed to the inhalation of asbestos dust and fibers by falsely stating and/or concealing the nature and extent of the harm which workers suffered; and failed to adequately warn the Decedent of the dangers to which he was exposed when they knew of the dangers.

(j) By the false and fraudulent representations, omissions, failures, and concealments set forth above, Met Life, Manville and Raymark, individually, jointly, and in conspiracy with each other, intended to induce the Decedent to rely upon said false and fraudulent representations, omissions, failures, and concealments, to continue to expose themselves to the dangers inherent in the use of and exposure to their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. Said misrepresentations were false, incomplete, and misleading and constitute negligent misrepresentations as defined by Sections 311 and 522 of the Restatement (Second) of Torts.

221. Decedent, Horace E. Taylor reasonably and in good faith relied upon the false and fraudulent representations, omissions, failures, and concealments made by Met Life, Manville, and Raymark regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

222. As a direct and proximate result of the conspiracy and concert of action between Met Life, Manville and Raymark, the Decedent, Horace E. Taylor has been deprived of the opportunity of informed free choice and connection with the use of and exposure to Manville and Raymark's asbestos and asbestos-containing products, and therefore continued to work with and be exposed to the co-conspirator corporation's asbestos and asbestos-containing products and as a result brought home on his clothes, hair, shoes, and in his case asbestos dust or fibers contracted asbestos-related diseases and other conditions, and/or aggravated pre-existing conditions, as a result of which the Decedent has been damaged.

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

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

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

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224. Plaintiff brings this cause of action for Horace E. Taylor's wrongful death pursuant to S.C. Code Ann. § 15-51-10, for the benefit of Shirley Butts Taylor, as the widow of Decedent, and on behalf of the heirs of Horace E. Taylor, as defined by S.C. Code § 15-51-20.

225. As a direct and proximate result of the negligence, recklessness, carelessness, and intentional actions of Defendants as described above, Horace E. Taylor died on December 5, 2019 and his wife and heirs have and will endure pecuniary loss, mental shock and suffering, wounded feelings, grief, sorrow, loss of love, loss of society with the Decedent, loss of guidance from the Decedent, loss of his companionship and deprivation of the use and comfort of the Decedent's experience, knowledge and judgment in managing the affairs of himself and his beneficiaries, and they have been otherwise seriously damaged. Moreover, reasonable funeral expenses were incurred, and Plaintiff prays for judgment against Defendants in such amount of actual and punitive damages as the trier of fact may determine.

FOR A TWELFTH CAUSE OF ACTION
(Loss of Consortium)

For a Twelfth Distinct Cause of Action for Loss of Consortium, Plaintiff Shirley Butts Taylor Complains of Defendants, and Alleges as Follows:

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

227. Decedent Horace E. Taylor and Plaintiff Shirley Butts Taylor were married on October 27, 1962 and at all times relevant to this action were husband and wife.

228. Prior to his injuries as alleged, Decedent, Horace E. Taylor was able and did perform his spousal duties. As a proximate result thereof, subsequent to the injuries, Decedent, Horace E. Taylor 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 Shirley Butts Taylor was deprived of the consortium of her spouse, including the performance of duties, all to Plaintiff's damages, in an amount presently unknown to Plaintiff but which will be proven at time of trial.

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229. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Decedent, Horace E. Taylor as set forth herein, Decedent's spouse and Plaintiff Shirley Butts Taylor suffered loss of consortium, including but not by way of limitation, loss of services, marital relations, society, comfort, companionship, love and affection of her spouse, and has suffered severe mental and emotional distress and general nervousness. Plaintiff prays judgment against Defendants, their "alternate entities" and each of them, as hereinafter set forth.

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

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

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

231. Plaintiff, Shirley Butts Taylor, the spouse of Decedent Horace E. Taylor and the Personal Representative of the Estate of Horace E. Taylor, deceased, brings this survival action as allowed under S.C. Code Ann. § 15-5-90.

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

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

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PRAYER FOR RELIEF

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

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

2. For loss of income or earnings according to proof;

3. For loss of care, comfort and society;

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

5. For punitive damages according to proof;

6. For Plaintiff's cost of suit herein;

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

8. For damages for fraudulent misrepresentation according to proof;

9. For damages for conspiracy, concert of action (as to Defendant Metropolitan Life Insurance Company);

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

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

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey

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ATTORNEYS FOR PLAINTIFF

October 22, 2021
Columbia, South Carolina.

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GREENVILLE HEALTH SYSTEM

GHS LABORATORIES
701 Grove Road
Greenville, SC 29605
Tel:(864)455-7735 Fax:(864)455-8926
Jesse R Stafford, MD, Director of Laboratories

PATHOLOGY EXAMINATION

ACCESSION # **M17-28501**

PATIENT NAME:	**TAYLOR, HORACE E.**			COLLECTED:	11/3/2017
MED. REC. #:	971328356	CLIENT:	GREENVILLE MEMORIAL HOSPITAL.	RECEIVED:	11/3/2017
		PHYSICIAN:	SHARON BEN-OR, MD	REPORTED:	11/6/2017
GENDER:	M DOB: [redacted]	ADDITIONAL:	EDWARD BOOKER, MD	LOCATION:	08RR GMH
ACCOUNT #:	1000099729758	COPY TO/NOTES:		ROOM/BED:	PACU6158

SPECIMEN(S) RECEIVED:
A: Right mainstem bronchus biopsy

CLINICAL DATA/HISTORY:
Pre-op diagnosis: Hilar mass

FINAL PATHOLOGIC DIAGNOSIS:
RIGHT MAINSTEM BRONCHUS, BIOPSIES:

- **SMALL CELL NEUROENDOCRINE CARCINOMA WITH NECROSIS. SEE COMMENT.**

COMMENT:
See also the corresponding cytology specimens N17 - 1017, X17 - 1614 and X17 - 1617. Results called to Dr. Ben-Or on November 6, 2017.

ELECTRONICALLY SIGNED OUT
Interpretative Results Performed At: 701 Grove Road, Greenville, SC.
David P Schammel, MD

dps/11/6/2017

GROSS DESCRIPTION:
A. The specimen is received in formalin labeled with proper patient identification and "right mainstem bronchus biopsy."
Number of fragments: Aggregate
Measurement: 1.0 x 0.4 x 0.2 cm
The specimen is entirely submitted in A1. JLK

MICROSCOPIC DESCRIPTION:
There is fibrous connective tissue with a bronchial mucosa with a necrotic and atypical crushed small cell proliferation. Immunostains for pankeratin, TTF-1, CD56 and synaptophysin are positive. LCA stain is negative. Controls stain appropriate.

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

MILDRED F. HAGAN and JERRY L. HAGAN, Plaintiffs, v. ARMSTRONG INTERNATIONAL, INC. ABB INC. AECOM AIR & LIQUID SYSTEMS CORPORATION ANCHOR DARLING VALVE COMPANY A. O. SMITH CORPORATION AURORA PUMP COMPANY AWT AIR COMPANY, INC. BANNER INDUSTRIES INTERNATIONAL, INC. BANNER INDUSTRIES, LLC BASF CORPORATION BORGWARNER MORSE TEC, LLC BW/IP INC. CARBOLINE COMPANY CARRIER CORPORATION CBS CORPORATION CELANESE CORPORATION	)	C/A NO. 2020-CP-40-00265 In Re: Asbestos Personal Injury Litigation Coordinated Docket **SECOND AMENDED** **SUMMONS**

CHEMTRADE LOGISTICS (US), INC.

CNA HOLDINGS LLC

COVIL CORPORATION

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL CORPORATION

ECODYNE CORPORATION

FISHER CONTROLS INTERNATIONAL, LLC

FLOWSERVE CORPORATION

FLOWSERVE US INC.

FLUOR CONSTRUCTORS INTERNATIONAL

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER, INC.

GENERAL ELECTRIC COMPANY

THE GORMAN-RUPP COMPANY

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO.

GREAT BARRIER INSULATION CO., INC.

GREENE, TWEED & CO., INC.

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GRINNELL, LLC)
)
GUY M. BEATY & CO., INC.)
)
HAMON RESEARCH-COTTRELL, INC.)
)
HOWDEN NORTH AMERICA INC.)
)
IMO INDUSTRIES, INC.)
)
INGERSOLL-RAND COMPANY)
)
INTERNATIONAL PAPER COMPANY)
)
ITT, LLC)
)
JOHN CRANE, INC.)
)
MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC)
)
MARSULEX ENVIRONMENTAL TECHNOLOGIES CORPORATION)
)
MILLIKEN & COMPANY)
)
PPG INDUSTRIES, INC.)
)
SOUTHERN INSULATION, INC.)
)
SPIRAX SARCO, INC.)
)
STARR DAVIS COMPANY, INC.)
)
STARR DAVIS COMPANY OF S.C., INC.)
)
SULZER PUMPS (US), INC.)
)
TRANE U.S. INC.)
)
UNITED CONVEYOR CORPORATION)
)
UNITED STATES FIDELITY AND GUARANTY COMPANY)
)
UNIROYAL HOLDING INC.)

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VELAN VALVE CORP.

VIKING PUMP, INC.

WEIR VALVES & CONTROLS USA, INC.

WESTPOINT HOME LLC

YUBA HEAT TRANSFER, LLC

Defendants.

SECOND AMENDED SUMMONS

TO DEFENDANTS ABOVE-NAMED:

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

Respectfully submitted,

/s/ Theile B. McVey

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and

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ATTORNEYS FOR PLAINTIFFS

September 10, 2021
Columbia, South Carolina

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

MILDRED F. HAGAN and **JERRY L. HAGAN**,

Plaintiffs,

v.

ARMSTRONG INTERNATIONAL, INC.

ABB INC.

AECOM,
individually, and as successor-in-interest to URS CORPORATION, successor-in-interest to HARBERT-YEARGIN, INC., successor-in-interest to YEARGIN INC.

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

ANCHOR DARLING VALVE COMPANY

A. O. SMITH CORPORATION

AURORA PUMP COMPANY

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

BANNER INDUSTRIES INTERNATIONAL, INC.

BANNER INDUSTRIES, LLC

BASF CORPORATION
individually, and as successor-in-interest to AMERICAN ENKA COMPANY

BORGWARNER MORSE TEC, LLC,

C/A NO. 2020-CP-40-00265

In Re:
Asbestos Personal Injury Litigation
Coordinated Docket

Living Lung Cancer

SECONDAMENDED COMPLAINT

(Jury Trial Demanded)

individually, and as successor-by- merger to BORG-WARNER CORPORATION

BW/IP INC.
and its wholly-owned subsidiaries

CARBOLINE COMPANY

CARRIER CORPORATION

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

CELANESE CORPORATION

CHEMTRADE LOGISTICS (US), INC.
a subsidiary of CHEMTRADE LOGISTICS INC. as successor-in-interest to MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO.

CNA HOLDINGS LLC
f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC.

COVIL CORPORATION

CRANE CO.

CROSBY VALVE, LLC

DANIEL INTERNATIONAL CORPORATION

ECODYNE CORPORATION

FISHER CONTROLS INTERNATIONAL, LLC

FLOWSERVE CORPORATION

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f/k/a THE DURIRON COMPANY, INC.

FLOWSERVE US INC.
individually, and as successor-in-interest to
EDWARD VALVES, INC.

FLUOR CONSTRUCTORS INTERNATIONAL,
f/k/a/ FLUOR CORPORATION

FLUOR CONSTRUCTORS INTERNATIONAL, INC.

FLUOR DANIEL SERVICES CORPORATION

FLUOR ENTERPRISES, INC.

FOSTER WHEELER ENERGY CORPORATION

GARDNER DENVER, INC.

GENERAL ELECTRIC COMPANY

THE GORMAN-RUPP COMPANY

GOULDS PUMPS, INCORPORATED

GREAT BARRIER INSULATION CO.

GREAT BARRIER INSULATION CO., INC.,
f/k/a GREAT BARRIER INSULATION CO.

GREENE, TWEED & CO., INC.

GRINNELL, LLC,
d/b/a GRINNELL CORPORATION

GUY M. BEATY & CO., INC.

HAMON RESEARCH-COTTRELL, INC.

HOWDEN NORTH AMERICA INC.,

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f/k/a HOWDEN BUFFALO INC., successor-in-interest to BUFFALO FORGE COMPANY)

IMO INDUSTRIES, INC.)

INGERSOLL-RAND COMPANY)

INTERNATIONAL PAPER COMPANY individually, and as successor-in-interest to CHAMPION INTERNATIONAL CORPORATION)

ITT, LLC, f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW and KENNEDY VALVE COMPANY)

JOHN CRANE, INC.)

MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC a subsidiary of MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO.)

MARSULEX ENVIRONMENTAL TECHNOLOGIES CORPORATION a subsidiary of MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO.)

MILLIKEN & COMPANY)

PPG INDUSTRIES, INC.)

SOUTHERN INSULATION, INC.)

SPIRAX SARCO, INC.)

STARR DAVIS COMPANY, INC.)

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

SULZER PUMPS (US), INC.,)

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individually, and as successor-in-interest to SULZER PUMPS HOUSTON, INC. successor-in-interest to PACO PUMPS f/k/a PACIFIC PUMPING COMPANY

TRANE U.S. INC. f/k/a AMERICAN STANDARD INC.

UNITED CONVEYOR CORPORATION

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

UNIROYAL HOLDING INC. f/k/a UNITED STATES RUBBER COMPANY, INC.

VELAN VALVE CORP.

VIKING PUMP, INC.

WEIR VALVES & CONTROLS USA, INC., individually, and as successor-in-interest to ATWOOD & MORRILL CO., INC.

WESTPOINT HOME LLC f/k/a WESTPOINT HOME INC. individually and as successor-in-interest to J.P. STEVENS & CO., INC.

YUBA HEAT TRANSFER, LLC

Defendants.

PLAINTIFFS' SECONDAMENDED COMPLAINT

NOW COME Plaintiffs MILDRED F. HAGAN and JERRY L. HAGAN, citizens and residents of the State of South Carolina, and sue the named Defendants for compensatory and punitive damages, by and through their attorneys, and allege as follows:

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GENERAL ALLEGATIONS

1. Plaintiff Mildred F. Hagan has been diagnosed with lung cancer caused by exposure to asbestos dust and fibers. This exposure occurred as a result of her husband's exposure to asbestos dust and fibers that remained on his clothes, in his vehicle, on his work equipment, and on his body.

2. This Court has personal jurisdiction over Defendants because Plaintiffs' claims arise from Defendants, or their predecessors in interest, conduct in:

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

(b) Contracting to supply services or things in the State;

(c) Commission of a tortious act in whole or in part in this State;

(d) Having an interest in, using, or possessing real property in this State; and/or

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

3. 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.

4. Plaintiffs' claims against the Premises Defendants, as defined herein, arise out of Defendants' ownership and/or control of real property located in South Carolina and the purchase and use of asbestos-containing products on their premises located in South Carolina.

5. All of the named Defendants are corporations who purposefully availed themselves of the privilege of doing business in this State, and whose substantial and/or systematic business

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in South Carolina exposed Plaintiffs to asbestos in this State, subjecting them to the jurisdiction of the South Carolina courts pursuant to the South Carolina Long-Arm Statute and the United States Constitution.

6. Plaintiff Mildred F. Hagan was exposed to asbestos through asbestos dust and fibers brought home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair, and from the dust being distributed and re-entrained in their home. Her exposure to asbestos dust and fibers occurred through her contact with her husband's work clothing and person when greeting him at the end of his work day, through laundering his work clothing on a regular basis, through spending time in his vehicle in which asbestos dust and fibers had been deposited, and through sharing a home contaminated with asbestos fibers that were constantly being stirred up and re-entrained in the air that the breathed throughout their home.

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

8. Neither Plaintiff Jerry L. Hagan nor Plaintiff Mildred F. Hagan were aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

9. Plaintiff Jerry L. Hagan worked with, or in close proximity to others who worked with, asbestos-containing materials including but not limited to asbestos-containing products and other asbestos-containing materials manufactured and/or sold by the Product Defendants and used on property owned and controlled by the Premises Defendants.

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

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

DEFENDANT	ALTERNATE ENTITY
AECOM	as successor-in-interest to URS CORPORATION, successor-in-interest to HARBERT-YEARGIN, INC., successor-in-interest to YEARGIN INC.
AIR & LIQUID SYSTEMS CORPORATION	as successor-in- interest to BUFFALO PUMPS, INC.
AWT AIR COMPANY, INC.	f/k/a RESEARCH-COTTRELL, INC.
BASF CORPORATION	successor-in-interest to AMERICAN ENKA COMPANY
BORGWARNER MORSE TEC, LLC	as successor-by- merger to BORG-WARNER CORPORATION

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DEFENDANT	ALTERNATE ENTITY
BW/IP INC.	its wholly-owned subsidiaries
CBS CORPORATION	a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION
CHEMTRADE LOGISTICS (US), INC.	a subsidiary of CHEMTRADE LOGISTICS INC. successor-in-interest to MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO.
CNA HOLDINGS LLC	f/k/a CELANESE CORPORATION f/k/a HOECHST CELANESE CORPORATION, sued individually and as successor in-interest-to FIBER INDUSTRIES, INC.
FLOWSERVE CORPORATION	f/k/a THE DURIRON COMPANY, INC.
FLOWSERVE US INC.	as successor-in-interest to EDWARD VALVES, INC.
FLUOR CONSTRUCTORS INTERNATIONAL	f/k/a/ FLUOR CORPORATION
GREAT BARRIER INSULATION CO., INC.	f/k/a GREAT BARRIER INSULATION CO.
GRINNELL, LLC	d/b/a GRINNELL CORPORATION
HOWDEN NORTH AMERICA INC.	f/k/a HOWDEN BUFFALO INC., successor-in-interest to BUFFALO FORGE COMPANY
INTERNATIONAL PAPER COMPANY	successor-in-interest to CHAMPION INTERNATIONAL CORPORATION
ITT, LLC	f/k/a ITT CORPORATION, ITT INDUSTRIES INC., ITT FLUID PRODUCTS CORP., HOFFMAN SPECIALTY MFG. CORP., BELL and GOSSETT COMPANY, ITT MARLOW and KENNEDY VALVE COMPANY

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DEFENDANT	ALTERNATE ENTITY
MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC	a subsidiary of MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO.
MARSULEX ENVIRONMENTAL TECHNOLOGIES CORPORATION	a subsidiary of MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO.
SULZER PUMPS (US), INC.	as successor-in-interest to SULZER PUMPS HOUSTON, INC. successor-in-interest to PACO PUMPS f/k/a PACIFIC PUMPING COMPANY
TRANE U.S. INC.	f/k/a AMERICAN STANDARD INC.
UNIROYAL HOLDING INC.	f/k/a UNITED STATES RUBBER COMPANY, INC.
UNITED STATES FIDELITY AND GUARANTY COMPANY	as the alter ego to COVIL CORPORATION
WEIR VALVES & CONTROLS USA, INC.	as successor-in-interest to ATWOOD & MORRILL CO., INC.
WESTPOINT HOME LLC	WESTPOINT HOME, INC., J.P. STEVENS & CO., INC.

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

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

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

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

15. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiffs Mildred F. Hagan and Jerry L. Hagan have incurred and are continuing to incur 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's medical treatment is ascertained.

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

17. All allegations made herein are solely related to Plaintiff Mildred F. Hagan's lung cancer diagnosis. Plaintiffs make no allegations herein related to any prior cancer diagnoses unrelated to lung cancer.

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THE PARTIES

18. The Plaintiffs MILDRED F. HAGAN and JERRY L. HAGAN are citizens and residents of the State of South Carolina. The Plaintiffs have been a couple since 1974, and lawfully married from 1975 to the present. Plaintiff Jerry L. Hagan was exposed to asbestos during the course of his career at various job sites, including but not limited to locations in South Carolina and North Carolina. Plaintiff Mildred F. Hagan was exposed to asbestos through asbestos dust and fibers taken home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair, and from the dust being distributed and re-entrained.

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

20. Each Defendant, or its predecessors in interest, that owned and/or controlled the work sites where Plaintiff Jerry L. Hagan experienced occupational exposure as a result of working with asbestos and/or asbestos-containing products, materials, or equipment in his immediate vicinity are referred to herein as the "Premises Defendants."

21. Defendant, **ARMSTRONG INTERNATIONAL, INC.**, was and is a Michigan corporation with its principal place of business in Michigan. At all times material hereto, ARMSTRONG INTERNATIONAL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited

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to, asbestos-containing Armstrong steam traps. ARMSTRONG INTERNATIONAL, INC. is sued as a Product Defendant. Plaintiffs' claims against ARMSTRONG INTERNATIONAL, INC. arise out of this Defendant's business activities in the State of South Carolina.

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

23. Defendant, **AECOM**, individually and as successor-in-interest to URS CORPORATION, successor-in-interest to HARBERT-YEARGIN INC., successor-in-interest to YEARGIN INC., was and is a Delaware corporation with its principal place of business in California. At all times material hereto, AECOM, individually and as successor-in-interest to URS CORPORATION, successor-in-interest to HARBERT-YEARGIN INC., successor-in-interest to YEARGIN INC., mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation. AECOM, individually and as successor-in-interest to URS CORPORATION, successor-in-interest to HARBERT-YEARGIN INC., successor-in-interest to YEARGIN INC., is sued as a Product Defendant. Plaintiffs' claims against AECOM, individually and as successor-in-interest to URS CORPORATION, successor-in-interest

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to HARBERT-YEARGIN INC., successor-in-interest to YEARGIN INC., arise out of this Defendant's business activities in the State of South Carolina.

24. Defendant, **AIR & LIQUID SYSTEMS CORPORATION**, individually and as successor-in- interest to BUFFALO PUMPS, INC., was and is a Pennsylvania corporation with its principal place of business in Pennsylvania. At all times material hereto, AIR & LIQUID SYSTEMS CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo pumps. AIR & LIQUID SYSTEMS CORPORATION is sued as a Product Defendant. Plaintiffs' claims against AIR & LIQUID SYSTEMS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

26. Defendant, **A. O. SMITH CORPORATION**, was and is a Delaware corporation with its principal place of business in Wisconsin. At all times material hereto, A. O. SMITH CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-

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containing products, materials, or equipment, including, but not limited to, asbestos-containing Burkay boilers. A. O. SMITH CORPORATION is sued as a Product Defendant. Plaintiffs' claims against A. O. SMITH CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

28. Defendant, **AWT AIR COMPANY, INC.** f/k/a RESEARCH-COTTRELL, INC., was and is a New Jersey corporation with its principal place of business in Massachusetts. At all times material hereto, AWT AIR COMPANY, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators. AWT AIR COMPANY, INC. is sued as a Product Defendant. Plaintiffs' claims against AWT AIR COMPANY, INC. arise out of this Defendant's business activities in the State of South Carolina.

29. Defendant, **BANNER INDUSTRIES INTERNATIONAL, INC.**, was and is a Delaware corporation with its principal place of business in Massachusetts. At all times material hereto, BANNER INDUSTRIES INTERNATIONAL, INC. mined, manufactured, processed,

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

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

31. Defendant, **BASF CORPORATION**, individually and as successor-in-interest to AMERICAN ENKA COMPANY, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, BASF CORPORATION owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Enka plant facility near Asheville, North Carolina. BASF CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against BASF CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

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

36. Defendant, **CBS CORPORATION**, a Delaware corporation f/k/a VIACOM, INC., successor-by-merger to CBS CORPORATION, a Pennsylvania corporation, f/k/a WESTINGHOUSE ELECTRIC CORPORATION, was and is a Delaware corporation with its principal place of business in New York. At all times material hereto, CBS CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Westinghouse turbines. CBS CORPORATION is sued as a Product Defendant. Plaintiff's claims against CBS CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

37. Defendant, **CELANESE CORPORATION**, was and is a Delaware corporation with its principal place of business in Texas. At all times material hereto, CELANESE CORPORATION owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various

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facilities, including but not limited to, the Hoechst Celanese facility in Simpsonville, South Carolina. CELANESE CORPORATION is sued as a Premises Defendant. Plaintiffs' claims against CELANESE CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

38. Defendant, **CHEMTRADE LOGISTICS (US), INC.**, a subsidiary of CHEMTRADE LOGISTICS INC. successor-in-interest to MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO., was and is a Delaware corporation with its principal place of business in Illinois. At all times material hereto, CHEMTRADE LOGISTICS (US), INC., a subsidiary of CHEMTRADE LOGISTICS INC. successor-in-interest to MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO., manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators. CHEMTRADE LOGISTICS (US), INC. is sued as a Product Defendant. Plaintiffs' claims against CHEMTRADE LOGISTICS (US), INC. arise out of this Defendant's business activities in the State of South Carolina.

39. Defendant, **CNA HOLDINGS LLC,** f/k/a Celanese Corporation f/k/a Hoechst Celanese Corporation, sued individually and as successor in-interest-to Fiber Industries, Inc., was and is a Delaware limited liability company with its principal place of business in Texas. At all times material hereto, CNA HOLDINGS LLC owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Hoechst Celanese facility in Simpsonville, South Carolina. CNA HOLDINGS LLC is sued as a Premises Defendant. Plaintiffs'

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

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

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

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

43. Defendant, **DANIEL INTERNATIONAL CORPORATION** was and is a South Carolina corporation with its principal place of business in South Carolina. At all times material hereto, DANIEL INTERNATIONAL CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, the installation and removal of asbestos-containing thermal insulation at numerous jobsites throughout the United States. DANIEL INTERNATIONAL CORPORATION also owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Daniel Building facility in Greenville, South Carolina. DANIEL INTERNATIONAL CORPORATION is sued as both a Product and a Premises Defendant. DANIEL INTERNATIONAL CORPORATION is also sued for the work it did at the various industrial sites in the United States which exposed tens of thousands of people, including the Plaintiffs Jerry L. Hagan and Mildred F. Hagan to lethal doses of asbestos. Plaintiffs'

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

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

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

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

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

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

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

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claims against FLUOR CONSTRUCTORS INTERNATIONAL arise out of this Defendant's business activities in the State of South Carolina.

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

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

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did at the various industrial sites in the United States which exposed tens of thousands of people, including the Plaintiffs Jerry L. Hagan and Mildred F. Hagan to lethal doses of asbestos. Plaintiffs' claims against FLUOR DANIEL SERVICES CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

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FOSTER WHEELER ENERGY CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

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

55. Defendant, **THE GORMAN-RUPP COMPANY**, was and is an Ohio corporation with its principal place of business in Ohio. At all times material hereto, THE GORMAN-RUPP COMPANY mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing

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Gorman-Rupp air ejectors, distilling plants and pumps. THE GORMAN-RUPP COMPANY is sued as a Product Defendant. Plaintiffs' claims against THE GORMAN-RUPP COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

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

60. Defendant, **GRINNELL, LLC**, d/b/a GRINNELL CORPORATION, was and is a Delaware limited liability company with its principal place of business in Florida. At all times

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

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

62. Defendant, **HAMON RESEARCH-COTTRELL, INC.**, was and is a Delaware corporation with its principal place of business in New Jersey. At all times material hereto, HAMON RESEARCH-COTTRELL, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited

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to, asbestos-containing precipitators. HAMON RESEARCH-COTTRELL, INC.is sued as a Product Defendant. Plaintiffs' claims against HAMON RESEARCH-COTTRELL, INC. arise out of this Defendant's business activities in the State of South Carolina.

63. Defendant, **HOWDEN NORTH AMERICA INC.**, f/k/a HOWDEN BUFFALO INC., successor-in-interest to BUFFALO FORGE COMPANY, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, HOWDEN NORTH AMERICA INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buffalo Forge fans. HOWDEN NORTH AMERICA INC. is sued as a Product Defendant. Plaintiffs' claims against HOWDEN NORTH AMERICA INC. arise out of this Defendant's business activities in the State of South Carolina.

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

65. Defendant, **INGERSOLL-RAND COMPANY**, was and is a New Jersey corporation with its principal place of business in North Carolina. At all times material hereto, INGERSOLL-RAND COMPANY mined, manufactured, processed, imported, converted,

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compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Ingersoll-Rand pumps. INGERSOLL-RAND COMPANY is sued as a Product Defendant. Plaintiffs' claims against INGERSOLL-RAND COMPANY arise out of this Defendant's business activities in the State of South Carolina.

66. Defendant, **INTERNATIONAL PAPER COMPANY**, individually and as successor-in-interest to CHAMPION INTERNATIONAL CORPORATION, was and is a New York corporation with its principal place of business in Tennessee. At all times material hereto, INTERNATIONAL PAPER COMPANY owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Eastover paper mill facility (formerly Union Camp) in Eastover, South Carolina. INTERNATIONAL PAPER COMPANY is sued as a Premises Defendant. Plaintiffs' claims against INTERNATIONAL PAPER COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

69. Defendant, **MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC**, a subsidiary of MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO., was and is a Delaware limited liability company with its principal place of business in Pennsylvania. At all times material hereto, MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Buell precipitators. MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC is sued as a Product Defendant. Plaintiffs' claims against MARSULEX ENVIRONMENTAL TECHNOLOGIES, LLC arise out of this Defendant's business activities in the State of South Carolina.

70. Defendant, **MARSULEX ENVIRONMENTAL TECHNOLOGIES CORPORATION**, a subsidiary of MARSULEX INC. successor-in-interest to BUELL ENGINEERING CO., was and is a Delaware corporation with its principal place of business in Pennsylvania. At all times material hereto, MARSULEX ENVIRONMENTAL

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

71. Defendant, **MILLIKEN & COMPANY**, was and is a Delaware corporation with its principal place of business in South Carolina. At all times material hereto, MILLIKEN & COMPANY owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products, equipment, and asbestos dust from said products at various facilities, including but not limited to, the Alma plant near Alma, Georgia, the Gayley plant in Marietta, South Carolina, the Enterprise plant in Marietta, South Carolina, the Gerrish plant a/k/a Gerrish Milliken Mills in Pendleton, South Carolina, and the Judson Mill in Greenville, South Carolina. MILLIKEN & COMPANY is sued as a Premises Defendant. Plaintiffs' claims against MILLIKEN & COMPANY arise out of this Defendant's business activities in the State of South Carolina.

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

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

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

75. Defendant, **STARR DAVIS COMPANY, INC.**, was a North Carolina corporation with its principal place of business in North Carolina. At all times material hereto, STARR DAVIS COMPANY, INC. manufactured, processed, imported, converted, compounded, supplied,

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

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

77. Defendant, **SULZER PUMPS (US), INC.**, individually and as successor-in-interest to SULZER PUMPS HOUSTON, INC. successor-in-interest to PACO PUMPS f/k/a PACIFIC PUMPING COMPANY, was and is a Delaware corporation with its principal place of business in Oregon. At all times material hereto, SULZER PUMPS (US), INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing PACO pumps and Sulzer/Bingham pumps. SULZER PUMPS (US), INC. is sued as a Product Defendant. Plaintiffs' claims against SULZER PUMPS (US), INC. arise out of this Defendant's business activities in the State of South Carolina.

78. Defendant, **TRANE U.S. INC.**, f/k/a American Standard Inc., was and is a Delaware corporation with its principal place of business in North Carolina. At all times material hereto, TRANE U.S., INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing American Standard boilers and heaters. TRANE U.S., INC. is sued as a Product Defendant. Plaintiffs' claims against TRANE U.S., INC. arise out of this Defendant's business activities in the State of South Carolina.

79. Defendant, **UNITED CONVEYOR CORPORATION**, was and is an Illinois corporation with its principal place of business in Illinois. At all times material hereto, UNITED CONVEYOR CORPORATION mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited

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to, asbestos-containing ash hopper. UNITED CONVEYOR CORPORATION is sued as a Product Defendant. Plaintiffs' claims against UNITED CONVEYOR CORPORATION arise out of this Defendant's business activities in the State of South Carolina.

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

81. Defendant, **UNIROYAL HOLDING INC.**, f/k/a UNITED STATES RUBBER COMPANY, INC., was and is a New Jersey corporation with its principal place of business in Connecticut. At all times material hereto, UNIROYAL HOLDING INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Asbeston cloth. UNIROYAL HOLDING INC. is sued as a Product Defendant. Plaintiffs' claims against UNIROYAL HOLDING INC. arise out of this Defendant's business activities in the State of South Carolina.

82. Defendant, **VELAN VALVE CORP.**, was and is a Delaware corporation with its principal place of business in Vermont. At all times material hereto, VELAN VALVE CORP. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Velan valves.

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VELAN VALVE CORP. is sued as a Product Defendant. Plaintiff's claims against VELAN VALVE CORP. arise out of this Defendant's business activities in the State of South Carolina.

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

84. Defendant, **WEIR VALVES & CONTROLS USA, INC.**, individually and as successor-in-interest to ATWOOD & MORRILL CO., INC., was and is a Massachusetts corporation with its principal place of business in Texas. At all times material hereto, WEIR VALVES & CONTROLS USA, INC. mined, manufactured, processed, imported, converted, compounded, supplied, installed, replaced, repaired, used, and/or retailed substantial amounts of asbestos and/or asbestos-containing products, materials, or equipment, including, but not limited to, asbestos-containing Atwood & Morrill valves. WEIR VALVES & CONTROLS USA, INC. is sued as a Product Defendant. Plaintiffs' claims against WEIR VALVES & CONTROLS USA, INC. arise out of this Defendant's business activities in the State of South Carolina.

85. Defendant, **WESTPOINT HOME LLC** f/k/a WESTPOINT HOME INC., individually and as successor-in-interest to J.P. STEVENS & CO., INC., was and is a Delaware limited liability company with its principal place of business in New York. At all times material hereto, WESTPOINT HOME LLC and/or their "alternate entities" owned and/or controlled premises at which Plaintiff Jerry L. Hagan was exposed to asbestos-containing products,

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equipment, and asbestos dust from said products at various facilities, including but not limited to, the J.P. Stevens & Co. facility a/k/a the Clemson Plant in Clemson, South Carolina. WESTPOINT HOME LLC is sued as a Premises Defendant. Plaintiffs' claims against WESTPOINT HOME LLC arise out of this Defendant's business activities in the State of South Carolina.

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

87. Plaintiff Jerry L. Hagan experienced further occupational exposure as a result of working with asbestos-containing equipment in his immediate vicinity at his work site, the premises of Defendants BASF CORPORATION, CELANESE CORPORATION, CNA HOLDINGS LLC, DANIEL INTERNATIONAL CORPORATION, INTERNATIONAL PAPER COMPANY, MILLIKEN & COMPANY, PPG INDUSTRIES, INC., and WESTPOINT HOME LLC (collectively, hereinafter the "Premises Defendants"). All other Defendants, or their applicable predecessors in interest, were engaged in the manufacture, sale, distribution and/or installation of asbestos-containing products or raw asbestos materials for use in South Carolina and other states at times relevant to this action. The Defendants and the predecessors of the Defendants for whose actions the Defendants are legally responsible, were engaged in the

manufacture, sale, distribution, and/or installation of asbestos-containing products and raw materials for use in South Carolina and other states at times relevant to this action.

BACKGROUND FACTS

88. Plaintiff Mildred F. Hagan brings this action for monetary damages as a result of contracting an asbestos-related disease.

89. Plaintiff was diagnosed with lung cancer on or about January 16, 2017.

90. Plaintiff's lung cancer was caused by her exposure to asbestos dust and fibers. This exposure occurred as a result of her husband's exposure to asbestos dust and fibers that remained on his clothes, in his vehicle, on his work equipment, and on his body during the course of his employment, at all times relevant to this action.

91. The Plaintiffs Mildred F. Hagan and Jerry L. Hagan have been a couple since 1974, and lawfully married from 1975 to the present. At all times relevant to this action, Plaintiff Jerry L. Hagan was exposed to asbestos during the course of his employment as an insulator at various job sites, including but not limited to locations in South Carolina and North Carolina.

92. During his work history, Plaintiff Jerry L. Hagan was exposed to the Product Defendants' asbestos-containing products through his work as an insulator from approximately 1965 to 1986 at various industrial jobsites, including but not limited to, facilities owned by the Premises Defendants as well as other locations in South Carolina and North Carolina. His duties included, but not limited to cutting and sawing asbestos insulation, mixing asbestos mud, and the removal and installation of asbestos-containing insulation. All of these activities exposed Plaintiff Jerry L. Hagan to asbestos.

93. During his work history, Plaintiff Jerry L. Hagan was further exposed to asbestos through his work around other trades, including carpenters, mechanics, pipefitters, boilermakers,

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

94. Plaintiff Jerry L. Hagan was exposed to Defendants' asbestos-containing products through his work as an insulator for Covil Corporation from approximately the 1970s to early 1980s. During these periods, Jerry L. Hagan worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Daniel Building in Greenville, SC
- Duke Energy Corporation – Catawba Nuclear plant in York, SC
- Duke Energy Corporation – Lee Steam plant in Pelzer, SC
- Duke Energy Corporation – Oconee Nuclear plant in Seneca, SC
- Fiber Industries plant a/k/a Hoechst Celanese plant in Simpsonville, SC
- International Paper Company – Eastover mill (Union Camp) in Eastover, SC
- Owens Corning Fiberglass in Anderson, SC
- BASF Corporation – Enka plant in Asheville, NC
- Duke Energy Corporation – Allen Steam Station in Belmont, NC
- Duke Energy Corporation – Belews Creek plant in Walnut Cove, NC
- Duke Energy Corporation – Buck Steam Plant in Spencer, NC
- Duke Energy Corporation – Dan River Steam Plant in Belmont, NC
- Duke Energy Corporation – Marshall Steam Plant in Terrell, NC
- Duke Energy Corporation – McGuire Nuclear Plant in Huntsville, NC
- Duke Energy Corporation – Riverbend Steam Plant in Mount Holly, NC
- PPG Industries, Inc. – PPG plant in Shelby, NC
- J.P. Stevens & Co. – Clemson plant in Clemson, SC

95. Plaintiff Jerry L. Hagan was exposed to Defendants' asbestos-containing products through his work as an insulator for Great Barrier Insulation Company from approximately 1984 to 1986. During these periods, Jerry L. Hagan worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Duke Energy Corporation – Oconee Nuclear plant in Seneca, SC

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96. Plaintiff Jerry L. Hagan was exposed to Defendants' asbestos-containing products through his work as an insulator for Milliken & Company from approximately 1986 to 1994. During these periods, Jerry L. Hagan worked around insulators and other tradesmen at various industrial locations, including but not limited to the following:

- Milliken & Company – Enterprise plant in Marietta, SC
- Milliken & Company – Gayley plant in Marietta, SC
- Milliken & Company – Gerrish plant in Pendleton, SC
- Milliken & Company – Judson plant in Greenville, SC
- Milliken & Company – Alma plant near Alma GA

Each of these jobs involved working around asbestos insulation.

97. Plaintiff Mildred F. Hagan was exposed to asbestos dust and fibers from products, services, and goods manufactured, distributed and/or sold by Defendants for use at Plaintiff's husband's jobsites which she came in contact with off premises by contact with her husband Jerry L. Hagan's work clothes, personal possessions and vehicle.

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

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

100. Neither Plaintiff Mildred F. Hagan nor Jerry L. Hagan was aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

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

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

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

103. As a direct and proximate result of the conduct as hereinafter alleged, Plaintiff Mildred F. Hagan has incurred and is continuing to incur 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's medical treatment is ascertained.

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

FACTUAL BACKGROUND AS TO COVIL

105. Covil Corporation ("Covil"), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma[1],

[1] [M]esothelioma, [is] an "invariably fatal cancer…for which asbestos exposure is the only known cause…"

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

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

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

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

109. Covil's operations from 1964 through at least 1986 included the sale, installation, repair, replacement, removal or disturbance of asbestos-containing thermal insulation and other building materials, and those operations exposed persons to asbestos who thereby suffered bodily injury (the "Asbestos Allegations").

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

In re Patenaude, 210 F.3d 135, 138 (3d Cir.), cert. denied, 531 U.S. 1011 (2000).

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111. From at least in or about 1991, until the appointment of the Receiver on November 2, 2018, the defense of the Covil Asbestos Suits was controlled by USF&G. Moreover, on and after 1991, USF&G conducted all of Covil's affairs, including after Covil was dissolved, extending until appointment of the Receiver.[2]

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

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

114. USF&G, until 2018, made all determinations as to the disposition of Covil Asbestos Suits as well as the treatment and characterization of claims under the Covil insurance policies.

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

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

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

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

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

119. In addition to controlling the assets and affairs of Covil, USF&G unilaterally hired agents for Covil, including experts and a professional 30(b)(6) witness to act as and on behalf of, and to constitute Covil, de facto or de jure.

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

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

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

123. Asbestos litigation is littered with the bodies of those who made and sold asbestos containing insulation. Some of the largest companies in the world, many of them insured by USF&G, have gone bankrupt because of the harm asbestos insulation causes. That any reasonable person believed that Covil would not be found liable in amounts far exceeding the claimed liability limits of USF&G is difficult to fathom.

124. By way of example only, some communications involving USF&G demonstrate how it ran Covil. To be perfectly clear, USF&G made the decisions for Covil without regard to the position of Covil. We know this because there was not a single person employed by Covil or appointed by a court to make those decisions. USF&G here made all of the decisions for Covil without possibly having any idea of what Covil wanted or making any sort of informed decision at all. Some of the pertinent communications in just the recent years include:

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

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Date	From	To/CC	Subject	Key points of email
10/23/18 2:07pm	Mark Wall	Carol Weill; Barb Davis; Irene Muse Gerry Begley John Weiss William Silverman Pauline Burdin Steven Fries travelers Sara Schrodetzki Tommy Boger	Covil unserved cases	Maybe Jim stopped accepting service. If we get served later, and Hill is still alive, we re-depose him. If we were served, we should attend; however, we checked the docket and there was no proof of serviced filed.
10/23/18 4:15pm	Carol Weill	Mark Wall Barb Davis Irene Muse Steven Fries Gerry Begley John Weiss William Silverman Pauline Burdin Sara Schrodetzki Tommy Boger	Covil Unserved cases	Recommending that Mark not appear for depositions in cases where service has not yet been effectuated.
10/31/18 3:57pm	Mark Wall	Irene Muse Steven Fries Carol Weill Barb Davis Gerry Begley John Weiss Pauline Burdin	FW Hill and email from Theile asking about answers	It didn't take them very long to figure out. What response at this point?
11/1/18 1:53pm	Mark Wall	Irene Muse Steven Fries Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	FW Hill and Taylor	FYI see below. Below is Mark's email stating that he had not been asked to represent Covil in Hill and Taylor and Theile's email from 11/1/18 at 10:34 am asking about past due answers.

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Date	From	To/CC	Subject	Key points of email
11/1/18 2:00pm	Steven Fries	Mark Wall, Irene Muse Carol Weill Erin Corbally Davis Barb Gerry Begley John Weiss	Re. Hill and Taylor	I thought you said yesterday that if approached by Plaintiff on these cases that we're going to tell them no record of service.
11/1/18 2:04pm	Mark Wall	Steven Fries Irene Muse Carol Weill Erin Corbally Barb Davis Gerry Begley John Weiss	Re. Hill and Taylor	In face of what has been filed today, I thought I would start slowly and leave service to last. I want to see what they say about service.

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

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

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

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

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

a. USF&G has shown a total domination and control over Covil;

b. The domination was so complete that Covil never manifested separate corporate interests of its own and functioned solely to achieve the purposes of USF&G;

c. USF&G misused its domination of Covil and was not entitled to dominate Covil; and

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d. Inequitable consequences have resulted with the unilateral application of insurance proceeds, default judgments, and verdicts.

129. USF&G was the principal and Covil the agent or agency:

a. USF&G manifested complete control over Covil and purported to act on Covil's behalf;

b. The course of dealing between the principal and the agent clearly show no independent Covil; and

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

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

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

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

132. USF&G took no steps to accumulate or preserve Covil's documents. USF&G took no steps to procure or preserve the testimony of material fact witnesses who, through the passage of time, are now no longer available to Covil.

133. The result of these failures is that Covil is now irretrievably defenseless in asbestos cases. These failures will continue to haunt Covil at all times going forward. Because of this, USF&G can now no longer claim that any control or domination of Covil and the damages resulting therefrom ended in November of 2018 with the appointment of the receiver.

Breach of Fiduciary Duty by the Alter Ego

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

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

136. As the equitable owner and alter-ego of Covil Corporation, USF&G was obligated under the law of South Carolina to act as fiduciary of the creditors of Covil Corporation. Instead, USF&G operated Covil for its own benefit and breached its fiduciary duties to Covil Corporation and each of its creditors beginning at least by 1991.

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

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

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

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

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

140. At all times herein mentioned, each of the named Product 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,

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marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos, and products manufactured for foreseeable use with asbestos products.

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

142. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos and asbestos-containing products from causing Plaintiff Mildred F. Hagan's lung cancer, due to an inability of any asbestos-alternative to penetrate the 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'

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asbestos or asbestos-containing products, and the likelihood such harm would occur to users of its products, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use by Plaintiff Jerry L. Hagan. 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.

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

144. At all times relevant, Defendants and/or their "alternate entities" were aware of their asbestos and asbestos-containing products' defect but failed to adequately warn Plaintiffs, Plaintiffs' 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.

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145. Plaintiff Jerry L. Hagan, 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 Jerry L. Hagan's exposure to asbestos and asbestos-containing products occurred at various locations as set forth in this Complaint.

146. Plaintiff Mildred F. Hagan suffers from lung cancer, a cancer related to exposure to asbestos and asbestos-containing products. Plaintiffs were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury or disease.

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

148. Furthermore, the conduct of Defendants, and/or their alter egos, and/or their "alternate entities" in continuing to market and sell products which they knew were dangerous to Plaintiffs 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 Mildred F. Hagan and others similarly situated.

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

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

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

151. The above-referenced conduct of Defendants, and/or their alter egos, and their "alternate entities," was motivated by the financial interest of Defendants, their "alternate entities," and each of them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products and

products manufactured for foreseeable use with asbestos products. Defendants, their "alternate entities," and each of them consciously disregarded the safety of "exposed persons" in pursuit of profit. Defendants were consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to "exposed persons" without warning them of the potential hazards and further induced persons to work with and be exposed thereto, including Plaintiffs.

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

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

154. 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, seeks punitive damages according to proof.

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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:

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

156. Plaintiff Mildred F. Hagan suffers from lung cancer, a cancer related to exposure to asbestos, asbestos-containing products and products manufactured for foreseeable use with asbestos products. Plaintiffs were not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of injury and/or disease.

157. The Product Defendants' conduct and defective products as described above were a direct cause of Plaintiff Mildred F. Hagan's injuries, and the injuries and damages thereby sustained by Plaintiffs.

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

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

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airborne asbestos fibers, and that through such foreseeable use and/or handling, "exposed persons," including Plaintiffs, would use or be in proximity to and exposed to said asbestos fibers.

160. Plaintiff Jerry L. Hagan, Plaintiff's family members, and others in their vicinity used, handled or were otherwise exposed to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products, referred to herein in a manner that was reasonably foreseeable. Plaintiff Mildred F. Hagan's exposure to asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products occurred at various locations as set forth in this Complaint.

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

162. The asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that there was an alternative for asbestos that could have been used as the product or as a component instead of asbestos within a normally asbestos-containing/utilizing product. Said alternatives would have prevented Defendants' asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products from causing Plaintiff's lung cancer, 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 alter egos, and/or their "alternate entities." Said alternatives were of comparable utility to the asbestos or asbestos-containing products or products manufactured for foreseeable use with asbestos products of Defendants and/or their "alternate entities." The gravity of the potential harm resulting from the use of Defendants' asbestos or asbestos-containing

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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.

163. The Product Defendants and/or their "alternate entities" failed to adequately warn of the risks of asbestos exposure to which Plaintiffs and others similarly situated were exposed. This failure to warn made Defendants' asbestos products defective, unreasonably dangerous, and unsafe for their intended purpose.

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

165. Plaintiffs and other exposed persons did not know of the substantial danger of using Defendants' asbestos, asbestos-containing products, or products manufactured for foreseeable use with asbestos products. The dangers inherent in the use of these products were not readily recognizable by Plaintiffs or other exposed persons.

166. Defendants' defective products as described above were a direct cause of Plaintiff Mildred F. Hagan's injuries, and the damages thereby sustained.

167. In researching, manufacturing, fabricating, designing, modifying, testing or failing to test, warning or failing to warn, labeling, instructing, assembling, distributing, leasing, buying,

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

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

169. The above-referenced conduct of Defendants, and/or their alter egos, and/or their "alternate entities" motivated by the financial interest of Defendants, their "alternate entities," and

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each of them, in the continuing and uninterrupted research, design, modification, manufacture, fabrication, labeling, instructing, assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, rebranding, manufacturing for others, packaging and advertising of asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products. Defendants and/or their "alternate entities" consciously disregarded the safety of "exposed persons" in their pursuit of profit and in fact consciously intended to cause injury to Plaintiffs and other exposed persons and induced persons to work with, be exposed to, and thereby injured by asbestos, asbestos-containing products, and products manufactured for foreseeable use with asbestos products.

170. 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.

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

172. At all times herein mentioned, each of the named Defendants was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale,

supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a certain product, namely asbestos, other products containing asbestos and products manufactured for foreseeable use with asbestos products.

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

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

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

174. Prior to and during all times relevant, the Product Defendants and the Premises Defendants, and/or their alter egos, and/or their "alternate entities" employed workers (hereinafter "employees") in areas where Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Jerry L. Hagan worked and/or spent time as alleged above.

175. At all times herein mentioned, Defendants' employees frequently encountered asbestos-containing products, materials, and debris during the course and scope of their employment, and during their regular work activities negligently disturbed asbestos-containing materials to which Plaintiff Jerry L. Hagan was exposed.

176. Employees handling and disturbing asbestos-containing products in Plaintiff Jerry L. Hagan's vicinity were the agents and employees of Defendants and at all times relevant were subject to the control of Defendants with respect to their acts, labor, and work involving (a) the removal, transport, installation, cleaning, handling, and maintenance of asbestos-containing products, materials, and debris, and (b) the implementation of safety policies and procedures.

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Defendants controlled both the means and manner of performance of the work of their employees as described herein.

177. Employees handling and disturbing asbestos-containing products in Plaintiff Jerry L. Hagan's, Plaintiff's family members and others' vicinity received monetary compensation from Defendants in exchange for the work performed and these employees performed the work in the transaction and furtherance of Defendants' businesses.

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

179. Once released, the asbestos fibers contaminated the clothes, shoes, skin, hair, and body parts of those exposed, including Plaintiff Jerry L. Hagan, who also inhaled those fibers, and on the surfaces of work areas, where further activity caused the fibers to once again be released into the air and inhaled by Plaintiff Mildred F. Hagan.

180. The asbestos and asbestos-containing materials were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air onto surrounding surfaces, and onto persons in the area. The inhalation of asbestos fibers can cause serious disease and death.

181. Defendants' employees' use, handling and manipulation of asbestos-containing materials, as required by their employment and occurring during the course and scope of their employment, did in fact, cause personal injuries, including lung cancer and other lung damage, to exposed persons including Plaintiff Mildred F. Hagan.

182. Defendants' employees were negligent in their use, handling and manipulation of said products in that they failed to isolate their work with asbestos and/or to suppress asbestos fibers from being released into the air and surrounding areas. They also failed to take appropriate

steps to learn how to prevent exposure to asbestos, failed to warn and/or adequately warn Plaintiff Jerry L. Hagan that he was being exposed to asbestos, failed to adequately warn Plaintiff Jerry L. Hagan of the harm associated with his exposure to asbestos, and provide him with protection to prevent his inhalation of asbestos.

183. Defendants' employees knew or should have known that failure to take such steps would result in exposure to bystanders including Plaintiff Jerry L. Hagan.

184. Defendants' employees owed Plaintiff Jerry L. Hagan a duty to exercise due care and diligence in their activities while he was lawfully on the premises so as not to cause him harm.

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

186. At all times mentioned, Plaintiff Jerry L. Hagan was unaware of the dangerous condition and unreasonable risk of personal injury created by Defendants' employees' use of and work with asbestos-containing products and materials.

187. As a direct result of the Defendants' employees conduct, Plaintiff Jerry L. Hagan's exposure to asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products, each individually and together, caused severe and permanent injury to Plaintiffs and the damages and injuries as complained of herein by Plaintiff Mildred F. Hagan.

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

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

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

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

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

191. Prior to and during all relevant times, the Premises Defendants employed workers in areas where Premises Defendants owned, maintained, controlled, managed and/or conducted business activities where Plaintiff Jerry L. Hagan worked and/or spent time.

192. At all times herein mentioned, Premises Defendants selected, supplied, and distributed asbestos-containing materials to their employees for use during their regular work activities, and said employees disturbed those asbestos-containing materials.

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

194. The asbestos, asbestos-containing materials, and products manufactured for foreseeable use with asbestos products described herein were unsafe in that handling and disturbing products containing asbestos causes the release of asbestos fibers into the air, and the

inhalation of asbestos fibers causes serious disease and death. Here, the handling of the above-described asbestos-containing materials by Premises Defendants' employees, as required by their employment and occurring during the course and scope of their employment, did, in fact, cause personal injuries, including mesothelioma, lung cancer and other lung damage, to exposed persons, including Plaintiffs.

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

196. At all times herein mentioned, Premises Defendants knew or should have known that the asbestos-containing materials encountered by its employees and bystanders thereto including Plaintiff Jerry L. Hagan, were unsafe in that harmful asbestos fibers were released during the use, handling, breaking, or other manipulation of asbestos-containing products and materials, and that once released, asbestos fibers can be inhaled, and can alight on the clothes, shoes, skin, hair, and body parts of those exposed, where further activity causes the fibers to once again be released into the air where they can be inhaled, all of which causes serious disease and/or death.

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

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198. At all times herein mentioned, Plaintiff Jerry L. Hagan was unaware of the dangerous condition and unreasonable risk of personal injury created by the presence and use of asbestos-containing products and materials.

199. At all times herein mentioned, Premises Defendants, in the exercise of reasonable diligence, should have known that workers and bystanders thereto, would bring dangerous dust home from the workplace and contaminate their family cars and homes, continuously exposing and potentially causing injury to others off the premises.

200. At all times herein mentioned, Premises Defendants had a duty to use due care in the selection, supply, distribution and disturbance of asbestos-containing products and materials to its employees, to adequately instruct, train, and supervise their employees and to implement adequate safety policies and procedures to protect workers and persons encountering those workers, including Plaintiffs, from suffering injury or death as a result of the asbestos hazards encountered and created by the work of Premises Defendants' employees.

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

202. Premises Defendants negligently selected, supplied, and distributed the asbestos-containing materials and failed to adequately train or supervise their employees to identify asbestos-containing products and materials; to ensure the safe handling of asbestos-containing products and materials encountered during the course of their work activities; and to guard against inhalation of asbestos fibers and against the inhalation of asbestos fibers by those who would come into close contact with them after they had used, disturbed, or handled, said asbestos-containing products and materials during the course and scope of their employment by Premises Defendants.

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

204. As a direct and proximate result of the conduct of Premises Defendants in selecting, supplying, distributing and disturbing asbestos-containing materials or products manufactured for foreseeable use with asbestos products and failing to adequately train and supervise their employees and failing to adopt and implement adequate safety policies and procedures as alleged herein, Plaintiff Mildred F. Hagan became exposed to and inhaled asbestos fibers, which was a substantial factor in causing Plaintiff Mildred F. Hagan to develop asbestos-related lung cancer, and to suffer all damages attendant thereto.

FOR A FIFTH CAUSE OF ACTION
(Negligence Per Se)

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

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

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

207. 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 Plaintiffs. 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.

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208. The negligence per se of Defendants was a proximate cause of Plaintiff Mildred F. Hagan's injuries.

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

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

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

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

211. The implied warranty made by the Defendants that the asbestos and asbestos-containing products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos was given off into the atmosphere where Plaintiff's husband Jerry L. Hagan carried out his duties and was inhaled by Plaintiff Mildred F. Hagan through asbestos dust and fibers taken home on her husband's work clothes, from asbestos dust in his vehicle and asbestos dust on his body including his hair and from the dust being distributed and re-entrained.

212. 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's husband Jerry L. Hagan was exposed to Defendants' asbestos, asbestos-containing products, and/or products manufactured for foreseeable use with asbestos products and consequently Plaintiff Mildred F. Hagan was exposed to Defendants' asbestos dust and fibers that remained on her husband's clothes, in his

vehicle, on his work equipment and on his body, and developed lung cancer, causing Plaintiff Mildred F. Hagan to suffer all damages attendant thereto.

FOR A SEVENTH CAUSE OF ACTION
(Fraudulent Misrepresentation)

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

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

214. That during, before and after Plaintiffs' exposure to asbestos products manufactured by Defendants, the Defendants falsely represented facts, including the dangers of asbestos exposure to Plaintiffs in the particulars alleged in the paragraphs above, while Defendants each had actual knowledge of said dangers of asbestos exposure to persons such as Plaintiffs. 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.

215. The foregoing representations were material conditions precedent to Plaintiffs' continued exposure to asbestos-containing products. Defendants each intended that Plaintiff Jerry L. Hagan act upon the representations by continuing his work around, and thereby exposure to, the asbestos products. Plaintiff Jerry L. Hagan was ignorant of the falsity of Defendants' representations and rightfully relied upon the representations.

216. As a direct and proximate result of Plaintiffs' reliance upon Defendants' false representations, Plaintiffs have suffered injuries and damages as described herein.

FOR AN EIGHTH CAUSE OF ACTION
(Loss of Consortium)

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

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

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218. Plaintiffs Mildred F. Hagan and Jerry L. Hagan have been a couple since 1974 and were married in 1975 and at all times relevant to their action were husband and wife.

219. Prior to her injuries as alleged, Plaintiff Mildred F. Hagan was able and did perform her spousal duties. As a proximate result thereof, subsequent to the injuries, Plaintiff Mildred F. Hagan has been unable to perform her 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 Jerry L. Hagan 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.

220. As a direct and proximate result of the acts of Defendants and/or their "alternate entities" and the severe injuries caused to Plaintiff Mildred F. Hagan as set forth herein, Plaintiff's spouse and co-Plaintiff Jerry L. Hagan 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.

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

For a Ninth Distinct Cause of Action, Alter Ego Claims, Plaintiffs Complain of Defendants, and allege as follows:

221. Covil Corporation ("Covil"), a South Carolina company founded on selling asbestos insulation throughout South Carolina and the southeast, began its corporate life in 1954. In 1993, Covil Corporation, after the death of its founder Palmer Covil from mesothelioma[3],

[3] [M]esothelioma, [is] an "invariably fatal cancer…for which asbestos exposure is the only known

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

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment, jointly and severally, against Defendants and/or their "alternate entities" in an amount to be proven at trial, as follows:

1. For Plaintiff's actual damages according to proof, including Plaintiff's pain & suffering, Plaintiff's mental distress, as well as Plaintiff's 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;

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cause..." *In re Patenaude*, 210 F.3d 135, 138 (3d Cir.), *cert. denied*, 531 U.S. 1011 (2000).

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

7. For damages for fraudulent misrepresentation according to proof;

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

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

A JURY IS RESPECTFULLY DEMANDED TO TRY THESE ISSUES.

Respectfully submitted,

/s/ Theile B. McVey
Theile B. McVey (SC Bar 16682)
Jamie D. Rutkoski (SC Bar No. 103270)
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and

Aaron D. Chapman (SC Bar 104485)
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ATTORNEYS FOR PLAINTIFFS

September 10, 2021
Columbia, South Carolina

ELECTRONICALLY FILED - 2021 Nov 15 11:51 AM - RICHLAND - COMMON PLEAS - CASE#2020CP4000265

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT
MILDRED F. HAGAN and JERRY L. HAGAN, Plaintiffs, v. ARMSTRONG INTERNATIONAL, INC., *et al.*, Defendants.	)	C.A. No.: 2020-CP-40-00265 **STIPULATION OF DISMISSAL WITHOUT PREJUDICE OF DEFENDANT WESTPOINT HOME LLC**

Pursuant to Rule 41 of the South Carolina Rules of Civil Procedure, the Plaintiffs, Mildred F. Hagan and Jerry L. Hagan, by and through their undersigned counsel, and with the consent of Defendant **WESTPOINT HOME LLC**, hereby stipulate and agree to dismiss without prejudice all claims against **WESTPOINT HOME LLC** only, with each party to bear their own fees and costs.

s/Aaron D. Chapman
Aaron D. Chapman, SC Bar No. 104485
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Dallas, TX 75202
achapman@dobslegal.com
tbranham@dobslegal.com

Theile B. McVey, SC Bar No. 16682
KASSEL MCVEY, ATTORNEYS AT LAW
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803-256-4242/FAX 803-256-1952
tmcvey@kassellaw.com

Attorneys for Plaintiffs

s/ M. Todd Carroll
M. Todd Carroll, SC Bar No 74000
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1221 Main Street, Suite 1600
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(704) 350-6310 / (803) 454-7730
Todd.Carroll@wbd-us.com

Attorneys for Defendant WestPoint Home LLC

The Supreme Court of South Carolina

DANIEL E. SHEAROUSE
CLERK OF COURT

BRENDA F. SHEALY
CHIEF DEPUTY CLERK

POST OFFICE BOX 11330
COLUMBIA, SOUTH CAROLINA 29211
TELEPHONE: (803) 734-1080
FAX: (803) 734-0394

LAURENS COUNTY
CLERK OF COURT

March 10, 2015

Laurens County
Clerk of Court
P.O. Box 287
Laurens, SC 29360

RE: Cora belle Owens, et al v. American Truetzschler, Inc., et al
Civil Action No. 2014-CP-30-772

Dear Clerk of Court:

I certify that the Office of Bar Admissions has received a verified application requesting Lindsey A. Cheek be admitted *pro hac vice* in the above action. The $250 filing fee for each applicant for the above action has been paid.

Yours truly,

Gayle B. Watts/st
Deputy Clerk for Bar Admissions

GBW/st

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS) EIGHTH JUDICIAL CIRCUIT
)
CORA BELLE OWNES) CASE NO.: 2014-CP-30-0772
)
Plaintiff,) **MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
vs.)
)
AMERICAN TRUETZSCHLER, INC., ET AL.)
Defendant.)

Plaintiff's Attorney:	Defendant's Attorney:
John D. Kassel; Thelle Bm McVey, Bar No. 03286; 16682 Address: P O Box 1426; Columbia SC 29202 Phone: 803-256-4242Fax 803-256-1952 E-mail: emoultrie@kassellaw.comOther: tmcvey@kassellaw.com	_____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____Other: _____

☐ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☒ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion:
Estimated Time Needed: Court Reporter Needed: ☒ YES/☐ NO

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

_____ March 6, 2015
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ 25.00 .
☐ EXEMPT:
(check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other: _____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF LAURENS) FOR THE SIXTH JUDICIAL CIRCUIT
)
CORA BELL OWENS and JERRY OWENS,) C/A No.: 2014-CP-30-772
)
Plaintiffs)
)
v.)
)
AMERICAN TRUETZSCHLER, INC.)
A North Carolina Corporation)
)
AVOCET ENTERPRISES, INC.)
f/k/a VENTFABRICS, INC.) **NOTICE OF MOTION AND**
An Illinois Corporation) **MOTION TO AMEND COMPLAINT**
)
CBS CORPORATION)
f/k/a VIACOM, INC., as successor-by-merger to)
CBS CORPORATION, f/k/a WESTINGHOUSE)
ELECTRIC CORPORATION)
A Delaware Corporation)
)
CNH AMERICA LLC)
Individually and as successor-in-interest to and/or)
d/b/a CASE IH, successor-in-interest to CASE)
CORPORATION)
A Delaware Corporation)
)
DANIEL INTERNATIONAL)
CORPORATION)
f/k/a DANIEL CONSTRUCTION COMPANY,)
INC.)
A South Carolina Corporation)
)
DURO DYNE CORPORATION)
A New York Corporation)
)
ELECTROLUX HOME PRODUCTS, INC.)
Individually and as successor-in-interest to)
WHITE CONSOLIDATED INDUSTRIES,)
successor-in-interest to WHITIN MACHINE)
WORKS)
A Delaware Corporation)

LAURENS COUNTY
CLERK OF COURT
2015 MAR 10 A 9:28
[illegible] W. LANCASTER

FORD MOTOR COMPANY
A Delaware Corporation

GENERAL ELECTRIC COMPANY
A New York Corporation

GENUINE PARTS COMPANY
d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (a/k/a NAPA)
A Georgia Corporation

ITEMA AMERICA, INC.
Individually and as successor-in-interest to SULZER TEXTILE, INC.
A South Carolina Corporation

OWENS-ILLINOIS, INC.
A Delaware Corporation

PICANOL OF AMERICA, INC.
A South Carolina Corporation

ROCKWELL AUTOMATION, INC.
Individually and as successor-in-interest to ROCKWELL INTERNATIONAL INC., successor-in-interest to DRAPER CORPORATION
A Delaware Corporation

SPIRAX SARCO, INC.
A Delaware Corporation

Defendants.

TO: ALL DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE, that on the tenth day hence, or as soon thereafter as counsel may be heard, Pursuant to Rule 15(a) of the *South Carolina Rules of Civil Procedure*, Plaintiffs will respectfully move before this Court for an Order granting them leave to amend their Complaint in the above referenced case. The First Amended Complaint is attached hereto as Exhibit 1.

Plaintiffs seek to amend their Complaint to add the following defendants: AFC-HOLCROFT, LLC; AMERICAN TALC CO. (individually and as successor to Suzorite Mineral Products Inc., f/k/a Pioneer Talc Co., a wholly-owned subsidiary of Wold Companies); BEACON CMP CORP.; BRENNTAG NORTH AMERICA INC.; BRENNTAG SPECIALTIES INC. (f/k/a Mineral and Pigment Solutions Inc., f/k/a Whittaker, Clark & Daniels Inc.); CARQUEST AUTO PARTS, INC.; CHARLES B. CHRYSTAL CO. INC.; COLGATE-PALMOLIVE COMPANY; CYPRUS AMAX MINERALS CO.; DANA COMPANIES, LLC; HONEYWELL INTERNATIONAL, INC. F/K/A ALLIED SIGNAL; IMERYS TALC AMERICA INC. (f/k/a Luzenac America Inc.); JOHNSON & JOHNSON; JTEKT NORTH AMERICAN INC. & TECHNICAL CENTER, Successor-in-Interest to Torrington Bearing; LEESONA COMPANY f/k/a UNIVERSAL WINDING COMPANY; MILLIKEN & COMPANY, Successor-in-Interest to Gilliland Plant; MILLIKEN & COMPANY, Successor-in-Interest to Laurens Mill; MINERAL AND PIGMENT SOLUTIONS INC. (f/k/a Whittaker, Clark & Daniels Inc.); RYOBI MOTOR PRODUCTS CORPORATION, Individually and Successor-in-Interest THE SINGER MANUFACTURING COMPANY, Individually and Successor-in-Interest to DIEHL MANUFACTURING CO.; THE W.W. WILLIAMS COMPANY, Successor-in-Interest to Saco-Lowell; WESTPOINT HOME, LLC, Individually and Successor-in-Interest to Westpoint Stevens, Inc., and Successor-in-Interest to JP Stevens f/k/a Watts Mill; and WHITTAKER, CLARK & DANIELS INC. as a new Defendant in this case. Rule 15 provides that "leave [to amend the pleadings] shall be freely given where justice so requires."

Respectfully submitted this 3 day of March, 2015.

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Lindsey A. Cheek (TX Bar No. 24063852)(Pending)
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THE LANIER LAW FIRM
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713-659-2204 (Facsimile)

ATTORNEYS FOR PLAINTIFFS

March 3, 2015

Columbia, South Carolina.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF LAURENS) FOR THIS SIXTH JUDICIAL CIRCUIT
)
Cora Belle Owens) C/A NO.: 2014-CP-30-772
and Jerry Owens,)
)
Plaintiffs,) (Laurens, South Carolina)
) Mesothelioma
v.)
)
AMERICAN TRUETZSCHLER, INC.)
A North Carolina Corporation) **SUMMONS**
)
AVOCET ENTERPRISES, INC.)
f/k/a VENTFABRICS, INC.)
A Illinois Corporation)
)
CBS CORPORATION)
f/k/a VIACOM, INC., as successor-by-merger to CBS CORPORATION, f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
A Delaware Corporation)
)
CNH AMERICA LLC)
Individually and as successor-in-interest to and/or d/b/a CASE IH, successor-in-interest to CASE CORPORATION)
A Delaware Corporation)
)
DANIEL INTERNATIONAL CORPORATION)
f/k/a DANIEL CONSTRUCTION COMPANY, INC.)
A South Carolina Corporation)
)
DURO DYNE CORPORATION)
A New York Corporation)
)
ELECTROLUX HOME PRODUCTS, INC.)
Individually and as successor-in-interest to WHITE CONSOLIDATED INDUSTRIES, successor-in-interest to)

LYNN W. LANCASTER
2015 MAR 10 A 10:37
LAURENS COUNTY CLERK OF COURT

WHITIN MACHINE WORKS
A Delaware Corporation

FORD MOTOR COMPANY
A Delaware Corporation

GENERAL ELECTRIC COMPANY
A New York Corporation

GENUINE PARTS COMPANY
d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (a/k/a NAPA)
A Georgia Corporation

ITEMA AMERICA, INC.
Individually and as successor-in-interest to SULZER TEXTILE, INC.
A South Carolina Corporation

OWENS-ILLINOIS, INC.
A Delaware Corporation

PICANOL OF AMERICA, INC.
A South Carolina Corporation

ROCKWELL AUTOMATION, INC.
Individually and as successor-in-interest to ROCKWELL INTERNATIONAL INC., successor-in-interest to DRAPER CORPORATION
A Delaware Corporation

SPIRAX SARCO, INC.
A Delaware Corporation

AFC-HOLCROFT, LLC
A Michigan Corporation

AMERICAN TALC CO. (individually and as successor to Suzorite Mineral Products Inc., f/k/a Pioneer Talc Co., a wholly-owned subsidiary of Wold Companies)

BEACON CMP CORP.

BRENNTAG NORTH AMERICA INC.
A Delaware Corporation

BRENNTAG SPECIALTIES INC.
(f/k/a Mineral and Pigment Solutions Inc., f/k/a Whittaker, Clark & Daniels Inc.)
A Delaware Corporation

CARQUEST AUTO PARTS, INC.

CHARLES B. CHRYSTAL CO. INC.
A New York Corporation

COLGATE-PALMOLIVE COMPANY
A Delaware Corporation

CYPRUS AMAX MINERALS CO.
A Delaware Corporation

DANA COMPANIES, LLC
A Ohio Corporation

HONEYWELL INTERNATIONAL, INC. F/K/A ALLIED SIGNAL
A Delaware Corporation

IMERYS TALC AMERICA INC. (f/k/a Luzenac America Inc.)
An Delaware Corporation

JOHNSON & JOHNSON
An New Jersey Corporation

JTEKT NORTH AMERICAN INC. & TECHNICAL CENTER, Successor-in-Interest to Torrington Bearing

LEESONA COMPANY f/k/a UNIVERSAL WINDING COMPANY
A North Carolina Corporation

MILLIKEN & COMPANY, Successor-in-Interest to Gilliland Plant
A Delaware Corporation

MILLIKEN & COMPANY, Successor-in-Interest to Laurens Mill
A Delaware Corporation

MINERAL AND PIGMENT SOLUTIONS INC. (f/k/a Whittaker, Clark & Daniels Inc.)

RYOBI MOTOR PRODUCTS CORPORATION, Individually and Successor-in-Interest THE SINGER MANUFACTURING COMPANY, Individually and Successor-in-Interest to DIEHL MANUFACTURING CO.
A South Carolina Corporation

THE W.W. WILLIAMS COMPANY, Successor-in-Interest to Saco-Lowell
A Ohio Corporation

WESTPOINT HOME, LLC, Individually and Successor-in-Interest to Westpoint Stevens, Inc., and Successor-in-Interest to JP Stevens f/k/a Watts Mill
A Delaware Corporation

WHITTAKER, CLARK & DANIELS INC.,

Defendants.

TO THE DEFENDANTS ABOVE-NAMED:

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

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Lindsey A. Cheek (TX Bar No. 24063852)(Pending)
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Houston, Texas 77269
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713-659-2204 (Facsimile)

ATTORNEYS FOR PLAINTIFFS

March 26, 2015

Columbia, South Carolina.

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
)
COUNTY OF LAURENS) FOR THE SIXTH JUDICIAL CIRCUIT
)
) C/A NO.: 2014-CP-30-772
Cora Belle Owens)
and Jerry Owens,)
)
) (Laurens, South Carolina)
Plaintiffs,) Mesothelioma
)
v.)
)
AMERICAN TRUETZSCHLER, INC.) **FIRST AMENDED**
A North Carolina Corporation) **ORIGINAL COMPLAINT**
) (Personal Injury)
AVOCET ENTERPRISES, INC.)
f/k/a VENTFABRICS, INC.)
A Illinois Corporation) Plaintiffs Demand a Jury Trial
)
CBS CORPORATION)
f/k/a VIACOM, INC., as successor-by-merger to CBS CORPORATION, f/k/a WESTINGHOUSE ELECTRIC CORPORATION)
A Delaware Corporation)
)
CNH AMERICA LLC)
Individually and as successor-in-interest to and/or d/b/a CASE IH, successor-in-interest to CASE CORPORATION)
A Delaware Corporation)
)
DANIEL INTERNATIONAL CORPORATION)
f/k/a DANIEL CONSTRUCTION COMPANY, INC.)
A South Carolina Corporation)
)
DURO DYNE CORPORATION)
A New York Corporation)
)
ELECTROLUX HOME PRODUCTS, INC.)
Individually and as successor-in-interest to WHITE CONSOLIDATED)

LYNN W. LANCASTER
2015 MAR 10 A 10:37
LAURENS CO. CLERK OF COURT

INDUSTRIES, successor-in-interest to WHITIN MACHINE WORKS
A Delaware Corporation

FORD MOTOR COMPANY
A Delaware Corporation

GENERAL ELECTRIC COMPANY
A New York Corporation

GENUINE PARTS COMPANY
d/b/a NATIONAL AUTOMOTIVE PARTS ASSOCIATION (a/k/a NAPA)
A Georgia Corporation

ITEMA AMERICA, INC.
Individually and as successor-in-interest to SULZER TEXTILE, INC.
A South Carolina Corporation

OWENS-ILLINOIS, INC.
A Delaware Corporation

PICANOL OF AMERICA, INC.
A South Carolina Corporation

ROCKWELL AUTOMATION, INC.
Individually and as successor-in-interest to ROCKWELL INTERNATIONAL INC., successor-in-interest to DRAPER CORPORATION
A Delaware Corporation

SPIRAX SARCO, INC.
A Delaware Corporation

AFC-HOLCROFT, LLC
A Michigan Corporation

AMERICAN TALC CO. (individually and as successor to Suzorite Mineral Products Inc., f/k/a Pioneer Talc Co., a wholly-owned subsidiary of Wold Companies)

BEACON CMP CORP.

BRENNTAG NORTH AMERICA INC.
A Delaware Corporation

BRENNTAG SPECIALTIES INC.
(f/k/a Mineral and Pigment Solutions Inc., f/k/a Whittaker, Clark & Daniels Inc.)
A Delaware Corporation

CARQUEST AUTO PARTS, INC.

CHARLES B. CHRYSTAL CO. INC.
A New York Corporation

COLGATE-PALMOLIVE COMPANY
A Delaware Corporation

CYPRUS AMAX MINERALS CO.
A Delaware Corporation

DANA COMPANIES, LLC
A Ohio Corporation

HONEYWELL INTERNATIONAL, INC. F/K/A ALLIED SIGNAL
A Delaware Corporation

IMERYS TALC AMERICA INC.
(f/k/a Luzenac America Inc.)
An Delaware Corporation

JOHNSON & JOHNSON
An New Jersey Corporation

JTEKT NORTH AMERICAN INC. & TECHNICAL CENTER, Successor-in-Interest to Torrington Bearing

LEESONA COMPANY f/k/a UNIVERSAL WINDING COMPANY
A North Carolina Corporation

MILLIKEN & COMPANY, Successor-in-Interest to Gilliland Plant
A Delaware Corporation

MILLIKEN & COMPANY, Successor-in-Interest to Laurens Mill
A Delaware Corporation

MINERAL AND PIGMENT SOLUTIONS INC. (f/k/a Whittaker, Clark & Daniels Inc.)

RYOBI MOTOR PRODUCTS CORPORATION, Individually and Successor-in-Interest THE SINGER MANUFACTURING COMPANY, Individually and Successor-in-Interest to DIEHL MANUFACTURING CO.
A South Carolina Corporation

THE W.W. WILLIAMS COMPANY, Successor-in-Interest to Saco-Lowell
A Ohio Corporation

WESTPOINT HOME, LLC, Individually and Successor-in-Interest to Westpoint Stevens, Inc., and Successor-in-Interest to JP Stevens f/k/a Watts Mill

WHITTAKER, CLARK & DANIELS INC.,

Defendants.

Now come Plaintiffs, Cora Belle Owens and Jerry Owens, citizens and residents of the State of South Carolina, and sue the Defendants and allege as follows:

JURISDICTION

1. That as is evidenced by the caption of the instant Complaint which is specifically incorporated herein, some of the Defendants are foreign corporations who are amenable to jurisdiction in the Courts of South Carolina by virtue of their respective contacts with the State of South Carolina and/or their respective conduct of substantial and/or systematic business in South Carolina which subjects them to the jurisdiction of the South Carolina Courts pursuant to the South Carolina Long-Arm Statute. Each Defendant mined, manufactured, supplied, processed,

imported, converted, compounded and/or retailed substantial amounts of asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products which are or were sold, distributed and/or used in South Carolina. Plaintiff Cora Belle Owens was exposed to various asbestos-containing products and/or equipment, and/or equipment designed to be used with asbestos-containing products while living in the State of South Carolina. That certain asbestos-containing products and/or equipment, and/or equipment designed to be used with asbestos-containing products were manufactured, supplied sold or installed at sites located within the State of South Carolina. That mesothelioma is a progressive, insidious disease and, on information and belief, such contributed in part to Plaintiff Cora Belle Owens' contraction of her mesothelioma caused by breathing dust from Defendants' asbestos-containing products and/or equipment, and/or equipment designed to be used with asbestos-containing products.

FOR A FIRST CAUSE OF ACTION

2. Defendants, and each of them, are or at times relevant hereto were, miners, manufacturers, suppliers, processors, installers, importers, converters, compounders and/or retailers of asbestos and asbestos-related materials, and/or equipment, and/or equipment designed to be used with asbestos-containing products including, but not limited to, asbestos-containing friction, industrial and construction materials and/or equipment designed to be used with asbestos-containing products.

3. The Defendants, acting through their agents, servants, and/or employees cause and have caused in the past certain asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products to be placed in the stream of interstate commerce with the result that said asbestos and asbestos-related materials and equipment came into use by Plaintiff Cora Belle Owens.

4. Plaintiff Cora Belle Owens was directly exposed to asbestos-containing products and equipment requiring or calling for the use of asbestos and/or asbestos containing products while working in various capacities, including but not limited to her work as a weaver, winder, spinner, cloth grader, and frequency checker, at various textile mills in and around Laurens, South Carolina, including but not limited to the Laurens mill, Bonte Industries mill, Gilliland mill, and Watts mill, from approximately 1958-1980. During this time, Plaintiff Cora Belle Owens worked with, around, and was exposed to asbestos and asbestos-related materials and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products mined, manufactured, supplied, processed, installed, imported, converted, compounded, and/or sold by the Defendants including, but not limited to: Crompton-Knowles looms; Daniel construction contractors; Diehl motors; Draper looms; Duro Dyne flexible duct connectors; General Electric motors; Picanol looms; Saco-Lowell machines, Sarco steam traps; Sulzer weaving machines; Truetzschler carding machines; Universal winding machines, Ventfabrics flexible duct connectors; Whitin spinning machines; and Westinghouse motors. During this time, Plaintiff was also exposed to asbestos and asbestos-related materials installed, removed, and/or otherwise disturbed by Daniel International Construction contractors.

5. Plaintiff Cora Belle Owens was directly exposed to various asbestos-containing cosmetic talc products from approximately the 1930's through the 1980's. During this time, Plaintiff Cora Belle Owens used and was exposed to asbestos and asbestos-related materials mined, manufactured, supplied, processed, imported, converted, compounded, and/or sold by the Defendants including, but not limited to: asbestos-containing and/or contaminated talc products manufactured, mined, supplied, sold or otherwise by American Talc Co.; Beacon CMP Corp; Brenntag; Charles B. Chrystal Co. Inc; Colgate-Palmolive; Cyprus Amax Minerals Co.; Imerys Talc America Inc; Johnson & Johnson; and Whitaker, Clark & Daniels Inc.

6. Plaintiff Cora Belle Owens was exposed to asbestos-containing products through household contact with her family members' asbestos-laden clothing:

(a) While living at the family residence from approximately 1934 until 1960, various members of Plaintiff Cora Belle Owens' family, including her parents, worked with and around asbestos-containing products and equipment requiring or calling for the use of asbestos and/or asbestos containing products while working in various capacities at the Laurens mill & Gilliland mill in Laurens, South Carolina. Additionally, from approximately 1960 until 2001, Plaintiff Cora Belle Owens' husband, Jerry Owens, worked with and around asbestos-containing products and equipment requiring or calling for the use of asbestos and/or asbestos containing products while working in various capacities at various textile mills in and around Laurens, South Carolina; as well as through his work at Torrington Bearings in Clinton, South Carolina. In this work, said family members of Plaintiff Cora Belle Owens worked with, around, and were exposed to asbestos and asbestos-related materials and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products mined, manufactured, supplied, processed, installed, imported, converted, compounded, and/or sold by the Defendants including, but not limited to: AFC-Holcroft Furnaces; Crompton-Knowles looms; Daniel construction contractors; Diehl motors; Draper looms; Duro Dyne flexible duct connectors; General Electric motors; Owens Illinois; Picanol looms; Saco-Lowell machines, Sarco steam traps; Sulzer weaving machines; Truetzschler carding machines; Universal winding machines, Ventfabrics flexible duct connectors; Whitin spinning machines; and Westinghouse motors. During this time, said family members of Plaintiff Cora Belle Owens were also exposed to asbestos and asbestos-related materials & equipment installed, removed, and/or otherwise disturbed by Daniel International Construction contractors.

(b) Additionally, from approximately the 1950's to the 1990's, various members of Plaintiff Cora Belle Owens' family worked with and around asbestos-containing products while installing and removing automotive brakes, as well as tractor brakes. In this work, said family members of Plaintiff Cora Belle Owens were exposed to dust from asbestos and asbestos-related materials mined, manufactured, supplied, processed, imported, converted, compounded and/or sold by the Defendants including, but not limited to: Bendix brakes; asbestos friction products supplied by Carquest Auto Parts; Fordson brakes and tractors; Case brakes and tractors; asbestos friction products supplied by Genuine Parts

Company a/k/a National Automotive Parts Association (aka NAPA); and Victor gaskets. Ford specifically designed braking systems on its Fordson tractors for asbestos-containing brake linings such that no other material could be utilized as brake linings in those systems. Case specifically designed braking systems on its Case tractors for asbestos-containing brake linings such that no other material could be utilized as brake linings in those systems.

As a result of the direct exposures of the said family members of Plaintiff Cora Belle Owens, Plaintiff Cora Belle Owens was exposed to Defendants' asbestos and asbestos-related materials and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products through household contact, including but not limited to, laundering her family members' asbestos-laden clothes, which exposure directly and proximately caused her to develop an illness known and designated as mesothelioma caused by breathing dust from Defendants' asbestos-containing products.

7. The illness and disability of Plaintiff Cora Belle Owens are the direct and proximate result of the negligence, recklessness and willfulness of the Defendants, jointly and severally, in that they produced, sold and otherwise put into the stream of interstate commerce, asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products which the Defendants, and each of them, knew were deleterious, poisonous and highly harmful to Plaintiff Cora Belle Owens' body, lungs, respiratory system and health.

8. The illness and disability of Plaintiff Cora Belle Owens are the direct and proximate result of the negligence, recklessness, and willfulness of the Defendants, jointly and severally, in that, even though the Defendants knew, or, in the exercise of ordinary care, should have known, that the asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products were deleterious, poisonous and highly harmful to Plaintiff Cora Belle Owens' body, lungs, respiratory system and health, the Defendants nonetheless:

(a) Failed to advise Plaintiff Cora Belle Owens of the dangerous characteristics of their asbestos and asbestos-related products and/or equipment, and/or equipment designed to be used with asbestos-containing products;

(b) Failed or omitted to provide Plaintiff Cora Belle Owens with the knowledge as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliance, if, in truth, they were in any way able to protect her from being poisoned and disabled as she was by exposure to such deleterious and harmful asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products;

(c) Failed and omitted to place any warnings or sufficient warnings on their containers of said asbestos and asbestos materials and/or equipment, and/or equipment designed to be used with asbestos-containing products to warn the handlers thereof of the dangers to health in coming in contact with said asbestos

and asbestos materials and/or equipment, and/or equipment designed to be used with asbestos-containing products;

(d) Failed and omitted to take reasonable precautions or to exercise reasonable care to publish, adopt and enforce a safety plan and a safe method of handling and installing said asbestos and asbestos materials and/or equipment, and/or equipment designed to be used with asbestos-containing products;

(e) Inadequately warned, if, in fact, they warned at all, persons such as Plaintiff Cora Belle Owens of the dangers to their health in coming in contact with and breathing said asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products, even after they knew of the dangers and cancer-causing effects and up until the present time;

(f) Did not recommend methods to improve the work environment;

(g) Did not develop alternative products;

(h) Continued to use a known cancer-causing product, to wit: asbestos;

(i) Failed and omitted to issue any warnings or sufficient warnings subsequent to the time the Defendants caused the asbestos products and/or equipment, and/or equipment designed to be used with asbestos-containing products to be sold and placed in buildings and on jobsites.

9. At all times relevant, it was feasible for Defendants to have warned Plaintiff Cora Belle Owens, tested their asbestos products, designed safer asbestos products and/or substituted asbestos-free products and/or equipment, and/or equipment designed to be used with asbestos-containing products.

10. As a result of the negligence, recklessness and willfulness, Plaintiffs have been damaged severely as is set forth below.

FOR A SECOND CAUSE OF ACTION

11. Plaintiffs repeat and reallege the First Cause of Action where relevant.

12. The Defendants, and each of them, impliedly warranted that said asbestos materials and/or equipment, and/or equipment designed to be used with asbestos-containing products were of good and merchantable quality and fit for their intended use.

13. The implied warranty made by the Defendants, and each of them, that the asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products were of good and merchantable quality and for the particular intended use was breached and that certain harmful, poisonous and deleterious matter was given off into the atmosphere wherein Plaintiff Cora Belle Owens carried out her duties working with

asbestos and asbestos-related materials and/or equipment, and/or equipment designed to be used with asbestos-containing products.

14. 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 Cora Belle Owens developed an illness, to-wit: mesothelioma caused by breathing dust from Defendants' asbestos-containing products and/or equipment, and/or equipment designed to be used with asbestos-containing products.

FOR A THIRD CAUSE OF ACTION

15. Plaintiffs repeat and reallege the First and Second Causes of Action where relevant.

16. Plaintiffs further allege that at the time the Defendants, and each of them sold and/or delivered the aforesaid asbestos and asbestos-related products and/or equipment, and/or equipment designed to be used with asbestos-containing products and at the time said products and/or equipment, and/or equipment designed to be used with asbestos-containing products were used by Plaintiff Cora Belle Owens in the manner and environment intended, they were in a defective condition and were unreasonably dangerous and unfit for their intended use in that they were deleterious, poisonous and highly harmful to Plaintiff Cora Belle Owens' body.

17. The above was the proximate cause of the severe damages sustained by Plaintiff Cora Belle Owens as hereinafter set forth.

FOR A FOURTH CAUSE OF ACTION

18. Plaintiffs repeat and reallege the portions of the above paragraphs where relevant.

19. That at various times from the late 1800's to the filing of this lawsuit, Defendants had actual knowledge of the dangers to Plaintiff Cora Belle Owens of asbestos exposure, nevertheless, Defendants deliberately, intentionally and purposefully withheld such information from Plaintiff Cora Belle Owens, thus denying Plaintiff Cora Belle Owens the knowledge with which to take necessary safety precautions, and avoiding further dust exposure, the specifics of Defendants' intentional acts including but not limited to the following:

(a) Never issued recall-type letters or notices to prior users;

(b) Frustrated the publication of articles on the asbestos health hazards in the literature;

(c) Top management officials of Defendants rejected advice of other corporate officials to warn of the hazards of their asbestos products; such rejection by top management officials being motivated by the possibility of adverse effects on profits;

(d) Intentional inadequacy and delay of use of warnings on asbestos products and/or equipment, and/or equipment designed to be used with asbestos-containing products;

(e) Failed to advise Plaintiff Cora Belle Owens of medical findings known to Defendants concerning the dangers of asbestos exposure;

(f) Suppressed the dissemination of information to Plaintiff Cora Belle Owens concerning the hazards of asbestos exposure.

20. Defendants' conduct in knowingly and intentionally failing to warn about hazards of asbestos exposure constituted willful, wanton, and reckless conduct in disregard of the rights of Plaintiff Cora Belle Owens.

21. The foregoing deliberate, intentional and purposeful acts of the Defendants were the direct and proximate cause of Plaintiff Cora Belle Owens' injuries and damages hereinafter described, and the Plaintiffs are, therefore, entitled to compensation and punitive damages.

FOR A FIFTH CAUSE OF ACTION

APPLICABLE TO PREMISES DEFENDANTS ONLY

22. Premises Defendants Milliken & Company, West Point Stevens/WestPoint Homes, and JTEKT North American Inc. & Technical Center are responsible to Plaintiff Cora Belle Owens on the basis of liability, including negligence and gross negligence, for failing to ensure that workers and their families were adequately protected from exposures to extensive amounts of asbestos dust used at the work places of Plaintiff's father and Plaintiff's husband.

23. For a period of many years while Plaintiff Cora Belle Owens lived in the family home, Plaintiff's father, David Hughes, worked at both the Laurens Mill and Gilliland Mill, both of which are or were owned and operated by Milliken & Company. These mills were located in and around Laurens, South Carolina. Plaintiff's husband, Jerry Owens, also worked at both the Laurens Mill, and Gilliland Mill. Additionally, Plaintiff's husband, Jerry Owens also worked at Watts Mill in Laurens, South Carolina, which is or was owned and operated by J.P. Stevens/West Point Stevens. Jerry Owens also worked at Torrington Bearings in Clinton, South Carolina, which is or was owned and operated by JTEKT North American Inc. & Technical Center.

24. During all relevant times, these Premises Defendants had knowledge of the dangers of asbestos and the foreseeable risk that others indirectly could be exposed to respirable asbestos fibers. Defendants therefore owed a duty to ensure that the asbestos-containing products utilized on their premises were handled or contained in such a manner that would not cause the release of respirable asbestos fibers to which Plaintiff Cora Belle Owens could be exposed.

25. Throughout the course of their work, Plaintiff's father and husband frequently

worked with, around and were exposed to asbestos-containing products and products which caused the release of respirable asbestos fibers. Due to these Defendants' failure to employ and enforce reasonable policies for the use and handling of asbestos and asbestos-containing products, on numerous occasions great quantities of respirable asbestos fibers were released and contaminated Plaintiff's fathers' and Plaintiff's husbands' clothing, car, tools, and body. Plaintiff Cora Belle Owens breathed these asbestos fibers as a result of direct and indirect contact with her father and husband's clothes, tools, car, and general surroundings. Defendants therefore violated their duty towards Plaintiff Cora Belle Owens.

26. Further, Plaintiff alleges, as more specifically set out below, that Plaintiff Cora Belle Owens has suffered injuries, including malignant mesothelioma, proximately caused by her father and husband's exposure to asbestos-containing products and respirable asbestos fibers as a result of Defendants' actions and omissions.

27. Defendants accordingly were negligent, grossly negligent, and committed certain intentional acts in failing to warn of or cure the dangerous condition they created, all of which were the proximate cause of Plaintiff Cora Belle Owens' disease and injuries resulting in, among others, malignant mesothelioma from exposure to asbestos.

28. In particular, Plaintiff would show that Defendants demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to the rights, safety, and welfare of Plaintiff Cora Belle Owens, and that such intentional acts and omissions proximately caused Plaintiff Cora Belle Owens' disease and injuries.

29. Specific intentional acts and acts constituting negligence and gross negligence committed by Defendants that proximately caused Plaintiff Cora Belle Owens' injuries and disease include, but are not limited to:

(a) Failing to provide safe equipment for Plaintiff's father and husband to use;

(b) Failing to provide adequate safety measures and protection against deadly and life-threatening asbestos dust, all despite Defendants' knowledge of the extreme risk of harm inherent to asbestos exposure;

(c) Attempting to remove asbestos dust in Plaintiff's father and husband's workplace without taking adequate precautions for the protection of workers in the vicinity and/or on the premises generally;

(d) Failing to provide a proper and safe method for the use of asbestos and asbestos fibers;

(e) Failing to adequately warn Plaintiff's father or husband of the inherent dangers of asbestos contamination and risk of exposing others to asbestos-containing dust;

(f) Failing to maintain the ambient and environmental conditions of the

premises in proper and safe condition;

(g) Failing to take adequate precautions to ensure that workers did not carry asbestos-containing dust off the premises;

(h) Failing to adhere to industry safe standards and other established measures to protect workers and others from harm; and

(i) Failing to follow and adhere to various state and U.S. Government statutes, regulations, and guidelines pertaining to asbestos and the exposure to asbestos of individuals. Such failure constituted negligence *per se* at a minimum. Plaintiffs are not making claims for damages under federal law.

FOR A SIXTH CAUSE OF ACTION

APPLICABLE TO PREMISES DEFENDANTS ONLY

30. All of the allegations contained in the previous paragraphs are re-alleged.

31. Plaintiff's father and husband worked on the above-referenced Premises owned and operated by the Defendants in South Carolina.

32. During all relevant times, Defendants were engaged in the use of asbestos and asbestos-containing products on their premises. Defendants had knowledge of the dangers of asbestos and the foreseeable risk that respirable fibers can be carried off premises and transmitted to others. Despite this knowledge and the foreseeable risk, Defendants failed to properly remove and abate said asbestos at these facilities, thereby creating a condition which posed a danger to all who entered the premises and individuals who came in contact with those who had entered the premises. Defendants did not adequately warn of or cure this dangerous condition.

33. As a result of these Defendants' failures, Plaintiff's father and husband were continuously exposed to asbestos and asbestos-containing dust without the provision of appropriate safeguards by Defendants, who had the responsibility for such. As a result of Plaintiff's fathers' and husband's exposure to asbestos and asbestos-containing dust, Plaintiff Cora Belle Owens was exposed to this asbestos and asbestos-containing dust as more fully described above. Additionally, Defendants' failure to warn of or cure the dangerous condition exposed Plaintiff Cora Belle Owens to asbestos-containing dust when she personally entered Defendants' premises.

34. Plaintiff Cora Belle Owens would show her injuries and diseases were the result of intentional acts and omissions and negligence and gross negligence in the use of asbestos on the premises owned by Defendants.

35. Plaintiff Cora Belle Owens would further show Defendants were negligent,

grossly negligent, and committed certain intentional acts in failing to warn of or cure the dangerous condition they created, all of which were the proximate cause of Plaintiff Cora Belle Owens' disease and injuries resulting in, among others, malignant mesothelioma from exposure to asbestos.

36. In particular, Plaintiff Cora Belle Owens would show that Defendants demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to the rights, safety, and welfare of Plaintiff Cora Belle Owens, and that such intentional acts and omissions proximately caused Plaintiff Cora Belle Owens' disease and injuries.

37. Specific intentional acts and acts constituting negligence and gross negligence committed by Defendants that proximately caused Plaintiff Cora Belle Owens' injuries, and disease include, but are not limited to:

a. Failing to provide safe equipment for Plaintiff's father and husband to use;

b. Failing to provide adequate safety measures and protection against deadly and life-threatening asbestos dust, all despite Defendants' knowledge of the extreme risk of harm inherent to asbestos exposure;

c. Attempting to remove asbestos dust in Plaintiff's father and husband's workplace without taking adequate precautions for the protection of workers in the vicinity and/or on the premises generally;

d. Failing to provide a proper and safe method for the use of asbestos and asbestos fibers;

e. Failing to adequately warn Plaintiff's father and husband of the inherent dangers of asbestos contamination and risk of exposing others to asbestos-containing dust;

f. Failing to maintain the ambient and environmental conditions of the premises in proper and safe condition;

g. Failing to take adequate precautions to ensure that workers did not carry asbestos-containing dust off the premises;

h. Failing to adhere to industry safe standards and other established measures to protect workers and others from harm; and

i. Failing to follow and adhere to various state and U.S. Government statutes, regulations, and guidelines pertaining to asbestos and the exposure to asbestos of individuals. Such failure constituted negligence *per se* at a minimum. Plaintiffs are not making claims for damages under federal law.

FOR A SEVENTH CAUSE OF ACTION

APPLICABLE TO PREMISES DEFENDANTS ONLY

38. All of the allegations contained in the previous paragraphs are re-alleged.

39. Upon information and belief, Defendants were at all times relevant the employers of Plaintiff Cora Belle Owens' father, David Hughes, and of Plaintiff's husband, Jerry Owens. Defendants also had knowledge of the dangers of asbestos to which their employees were exposed and the foreseeable risk that others could be exposed to respirable asbestos fibers.

40. As the employers of Plaintiff's father and husband, Defendants owed to duty to Plaintiff Cora Belle Owens to ensure that she would be not be injured as a result of their employment of her father and husband.

41. Plaintiff Cora Belle Owens would show that Plaintiff's father and husband were exposed, on numerous occasions, to asbestos-containing products which caused the release of respirable asbestos fibers. As a result of Defendants' failure to provide safe working conditions and employ reasonable practices for the use and disposal of asbestos and asbestos-containing products, Plaintiff's father's and husband's clothing, car, tools, and bodies were contaminated with great quantities of asbestos fibers. Plaintiff Cora Belle Owens breathed these asbestos fibers as a result of direct and indirect contact with her father and husband's clothes, tools, car, and general surroundings.

42. Further, Plaintiff Cora Belle Owens alleges, as more specifically set out below, that Plaintiff has suffered injuries proximately caused by her father and husband's exposure to asbestos-containing products, which caused the release of respirable asbestos fibers. Plaintiff Cora Belle Owens would show that Defendants were negligent, grossly negligent, and intentionally committed certain acts and omissions which created conditions at the workplace which were a proximate cause of Plaintiff Cora Belle Owens' injuries, including mesothelioma, resulting from exposure to asbestos.

43. In particular, Plaintiff Cora Belle Owens would show that Defendants demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to her rights, safety, and welfare and that such specific acts of negligence, gross negligence, and intentional acts or omissions committed by Defendants that proximately caused Plaintiff Cora Belle Owens' injuries include, but are not limited to:

(a) Failing to provide safe equipment for Plaintiff's father and husband to use;

(b) Failing to provide adequate safety measures and protection against deadly and life-threatening asbestos dust, all despite Defendants' knowledge of the extreme risk of harm inherent to asbestos exposure;

(c) Attempting to remove asbestos dust in Plaintiff's father and husband's workplace without taking adequate precautions for the protection of workers in the vicinity and/or on the premises generally;

(d) Failing to provide a proper and safe method for the use of asbestos and asbestos fibers;

(e) Failing to adequately warn Plaintiff's father or husband of the inherent dangers of asbestos contamination and risk of exposing others to asbestos-containing dust;

(f) Failing to maintain the ambient and environmental conditions of the premises in proper and safe condition;

(g) Failing to take adequate precautions to ensure that workers did not carry asbestos-containing dust off the premises;

(h) Failing to adhere to industry safe standards and other established measures to protect workers and others from harm; and

(i) Failing to follow and adhere to various state and U.S. Government statutes, regulations, and guidelines pertaining to asbestos and the exposure to asbestos of individuals. Such failure constituted negligence *per se* at a minimum. Plaintiffs are not making claims for damages under federal law.

FOR AN EIGHTH CAUSE OF ACTION

APPLICABLE TO PREMISES DEFENDANTS ONLY

44. All of the allegations contained in the previous paragraphs are re-alleged herein.

45. The actions and inactions of Defendants and their predecessors-in-interest, as specifically alleged hereinabove, whether taken separately or together, were of such a character as to constitute a pattern or practice of gross negligence, intentional wrongful conduct, or malice resulting in damages and injuries to the Plaintiff Cora Belle Owens. Defendants' conduct was specifically intended by Defendants to cause substantial injury to Plaintiff Cora Belle Owens, or was carried out by Defendants with a flagrant disregard for the rights of others and with actual awareness on the part of Defendants that the conduct would, in reasonable probability, result in human deaths or great bodily harm. More specifically, Defendants and their predecessors-in-interest, consciously and deliberately engaged in oppression, fraud, willfulness, wantonness, or malice with regard to the Plaintiff Cora Belle Owens and should be held liable in punitive and exemplary damages to Plaintiffs.

FOR A NINTH CAUSE OF ACTION

46. All of the allegations contained in the previous paragraphs are re-alleged herein.

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

48. 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 Cora Belle Owens. Plaintiffs are not making any claims under federal law; instead, Plaintiffs are simply using the violation of federal standards as proof of liability on his state-law theories. Further, the reference to Federal regulations does not create a Federal question. See Merrell Dow Pharms., Inc. v. Thompson, 478 U.S. 804 (1986). Any removal on this basis will be met with an immediate motion for remand and for sanctions.

The negligence *per se* of Defendants were a proximate cause of Plaintiff Cora Belle Owens' injuries.

FOR A TENTH CAUSE OF ACTION

49. Plaintiffs repeat the allegations of the Previous Causes of Action where relevant.

50. As a direct and proximate result of the injuries and damages complained herein with respect to Plaintiff Cora Belle Owens, and as a direct and proximate result of the acts and omissions of the Defendants, Plaintiff Jerry Owens has also suffered and will continue to suffer loss of consortium, society, companionship, fellowship, and other valuable services of his wife.

DAMAGES

51. As a result of the development of mesothelioma caused by breathing dust from Defendants' asbestos-containing products and/or equipment, and/or equipment designed to be used with asbestos-containing products, Plaintiff Cora Belle Owens has suffered and sustained very serious injuries to her person requiring medical treatment.

52. Plaintiff Cora Belle Owens has further suffered great pain, extreme nervousness and mental anguish as a direct result of the aforesaid injuries.

53. Plaintiff Cora Belle Owens verily believes that her injuries and illnesses are permanent in nature and that she will be forced to suffer same for the remainder of her life, that her enjoyment of life has been greatly impaired and, further, that her expected life span has been greatly shortened.

54. Plaintiff Cora Belle Owens alleges that as a result of the aforesaid illnesses, she has been forced to incur large amounts of medical expenses by way of doctor and drug bills and eerily believes that she will be forced to incur additional expenses in an effort to treat her illnesses as aforesaid, all the Plaintiff's damages, compensatory and punitive, in amounts to be determined by the trier of fact.

55. Plaintiff Jerry Owens verily believes that he is entitled to actual damages against the Defendants, jointly and severally, by reason of said loss of consortium and society, proximately caused by the fault of the Defendants, and punitive damages in an amount to be determined by the trier of fact, plus the costs of this action.

WHEREFORE, Plaintiffs pray for Judgment on this matter in a sum sufficient to adequately compensate Plaintiffs Cora Belle Owens and Jerry Owens for their damages, for punitive damages, for the costs of this action, and for such other and further relief as the Court may deem just and proper.

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ATTORNEYS FOR PLAINTIFFS

March 5, 2015

Columbia, South Carolina.

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LAURENS	)	EIGHTH JUDICIAL CIRCUIT
Cora Belle Owens and Jerry Owens,	)	Civil Action No. 2014-CP-30-772
Plaintiffs,	)	
vs.	)	STIPULATION OF DISMISSAL OF WESTPOINT HOME, LLC
American Truetzschler, Inc., *et al.*,	)	
Defendants.	)	

Pursuant to Rule 41, SCRCP, Plaintiffs and Defendant WestPoint Home, LLC, stipulate to the dismissal of all claims against WestPoint Home, LLC. This stipulation is without prejudice. The parties agree that each shall bear its own costs.

We so stipulate:

By: _____

John D. Kassel
Theile B. McVey
Kassel McVey Attorneys at Law
1330 Laurel Street
Columbia, SC 29202

Case A. Dam
Stephanie M. Taylor
Admitted Pro Hac Vice
The Lanier Law Firm
6810 FM 1960 West
Houston, TX 77269

Counsel for Plaintiffs

We so stipulate:

By: _____

M. Todd Carroll
Womble Carlyle Sandridge & Rice, LLP
1727 Hampton Street
Columbia, SC 29201

Counsel for WestPoint Home, LLC

LYNN W. LANCASTER

CERTIFICATE OF SERVICE

I, the undersigned Office Manager of the law offices of Womble Carlyle Sandridge & Rice LLP, attorneys for WestPoint Home, LLC, do hereby certify that I have served all parties in this action with a copy of the pleading hereinbelow specified by mailing a copy of the same by United States Mail, postage prepaid, to the following address:

2015 OCT 22 A 9:29

LAURENS COUNTY CLERK OF COURT

Pleading: Stipulation of Dismissal of WestPoint Home, LLC

Parties Served:

Theile B. McVey
Kassel McVey Attorneys at Law
1330 Laurel Street
Columbia, South Carolina 29202

Case A. Dam
The Lanier Law Firm
6810 FM 1960 West
Houston, TX 77269

Attorneys for Plaintiffs

All Defendants of Record by Email Only

Deborah L. Johnson

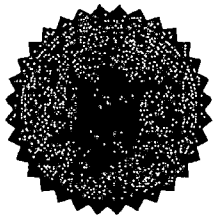
October 19, 2015

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TEXTILE CO., INC.", CHANGING ITS NAME FROM "TEXTILE CO., INC." TO "WESTPOINT WPS, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JULY, A.D. 2005, AT 5:08 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3931654 8100

050616598

AUTHENTICATION: 4049798

DATE: 07-27-05

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:12 PM 07/26/2005
FILED 05:08 PM 07/26/2005
SRV 050616598 - 3931654 FILE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TEXTILE CO., INC.

The undersigned corporation in order to amend its Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation is Textile Co., Inc.

SECOND: The corporation hereby amends its Certificate of Incorporation as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the name of the corporation, is hereby amended to read as follows:

"FIRST: The name of the corporation is WestPoint WPS, Inc."

THIRD: This Certificate of Amendment and the foregoing amendment to the Certificate of Incorporation of the Corporation were duly authorized in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

Dated July 26, 2005

TEXTILE CO., INC.

By /s/ Jon Weber
Name: Jon Weber
Title: President

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "WESTPOINT WPS, INC.", CHANGING ITS NAME FROM "WESTPOINT WPS, INC." TO "WESTPOINT HOME, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JULY, A.D. 2005, AT 3:53 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3931654 8100

050620298

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4053041

DATE: 07-28-05

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
WESTPOINT WPS, INC.

The undersigned corporation in order to amend its Certificate of Incorporation, hereby certifies as follows:

FIRST: The name of the corporation is WestPoint WPS, Inc.

SECOND: The corporation hereby amends its Certificate of Incorporation as follows:

Paragraph FIRST of the Certificate of Incorporation, relating to the name of the corporation, is hereby amended to read as follows:

"FIRST: The name of the corporation is WestPoint Home, Inc."

THIRD: The amendment herein was authorized by the consent in writing, setting forth the action so taken, unanimously signed by the holders of all the outstanding shares entitled to vote thereon pursuant to Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Dated: July 27, 2005

WESTPOINT WPS, INC.

By /s/ Jon Weber
Name: Jon Weber
Title: President

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:54 PM 07/27/2005
FILED 03:53 PM 07/27/2005
SRV 050620298 - 3931654 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION INTO
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

FIRST: The name of the surviving limited liability company is WESTPOINT HOME LLC and the name of the corporation being merged into this surviving limited liability company is WESTPOINT HOME INC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.

THIRD: The name of the surviving limited liability company is WESTPOINT HOME LLC.

FOURTH: The merger is to become effective on February 29, 2012 at 11:59 pm EST.

FIFTH: The Agreement of Merger is on file at 28 East 28th Street, 8th Floor, New York, NY 10016, the place of business of the surviving limited liability company.

SIXTH: A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 29th day of February, A.D., 2012.

By: _____
Authorized Person

Name: Dominick Ragone
Print or Type

Title: Chief Financial Officer

STATE OF MAINE
DEPARTMENT OF PROFESSIONAL AND FINANCIAL REGULATION
BUREAU OF INSURANCE

IN RE: APPLICATION FOR HEARING OF WESTPOINT HOME, INC., WESTPOINT STEVENS INC., AND WESTPOINT STEVENS INC. I	)))))	DECISION AND ORDER

The Superintendent of Insurance issues this Decision and Order on what is deemed to be a request for reconsideration pursuant to Bureau of Insurance Rule Chapter 350 § 19 by WestPoint Home, Inc. ("WPH"), WestPoint Stevens Inc. ("WPS"), and WestPoint Stevens Inc. I ("WPSI").[1]

I. Prior Orders

By Orders issued August 29, 2005, the Superintendent terminated the workers' compensation self-insurance authority of WPS and WPSI for reasons including the cessation of business operations, administrative insolvency, desire to dissolve their corporate existence, and failure to apply for continuing self-insurance authority. On September 28, 2005, WPS, WPSI, and WPH requested a hearing before the Superintendent on the Termination Orders. By Order issued October 14, 2005, the Superintendent denied the hearing application providing, however, that WestPoint could submit evidence in the form of an offer of proof to the Superintendent no later than October 25, 2005 for reconsideration as to whether or not to hold a hearing.

II. Background

WestPoint Stevens Inc. ("WPS"), a Delaware Corporation, was previously authorized by the Superintendent to provide workers' compensation coverage in the State of Maine through a self-insurance program. WPS first became authorized to self-insure June 1, 1968. WPS's most current Certificate of Authority to self-insure was effective June 1, 2005 through June 1, 2006.

WestPoint Stevens Inc. I ("WPSI"), a Delaware Corporation, was previously authorized by the Superintendent to provide workers' compensation coverage in the State of Maine through a self-insurance program. WPSI first became authorized to self-insure April 20, 2000. WPSI's most current Certificate of Authority to self-insure was effective June 1, 2005 through June 1, 2006.

By Orders dated August 29, 2005, the Superintendent terminated WPS's and WPSI's self-insurance authority effective August 8, 2005. WestPoint Stevens Inc. and WestPoint Stevens Inc. I are sometimes collectively referred to herein as WestPoint.

[1] The request for reconsideration was submitted by e-mail dated October 25, 2005 from Bob Kline (counsel to WestPoint) to Thomas C. Sturtevant, Jr. (Maine Assistant Attorney General and counsel to the Superintendent) in the form of an offer of proof with attachments labeled: Cash Collateral.pdf, Payoff Ltr.pdf, Exhibits A-C.pdf, SaleOrder.pdf.

On June 1, 2003, WestPoint and certain of its affiliates commenced cases pursuant to chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York, jointly administered under the case number 03-13532 (RDD).

On August 15, 2005, local counsel to WestPoint provided written notice to the Superintendent that the Bankruptcy Court entered an order on August 8, 2005 pursuant to section 363(b) of the Bankruptcy Code authorizing the sale of substantially all of WestPoint's assets to an entity owned and controlled by American Real Estate Holding Limited Partnership (the "Purchaser") pursuant to an asset purchase agreement dated June 23, 2005. Counsel further advised that in accordance with the sale order, the sale closed on August 8, 2005 and that the new operating entity is WestPoint Home, Inc ("WPH").

On August 15, 2005, local counsel to WestPoint advised the Superintendent that WPH had secured commercial workers' compensation insurance effective August 8, 2005. Counsel further advised that workers' compensation liabilities asserted against WestPoint were not assumed by the Purchaser.

On August 15, 2005, bankruptcy counsel advised the Bankruptcy Court that as of August 8, 2005 WestPoint: (a) has ceased all operations with no ongoing business operations; and (b) is administratively insolvent. Bankruptcy counsel further advised the Court that upon the dismissal of the case the Debtors anticipate that they will merge into one entity which will be dissolved according to state corporate law, thereupon further seeking authorization to dissolve WestPoint. The dismissal motion has been continued from time to time.

WestPoint's workers' compensation liabilities were secured by a surety bond issued by XL Specialty Insurance Company in favor of the Treasurer of the State of Maine with a Penal Sum in the amount of $1,600,000. Pursuant to paragraph 1(a) of the XL Specialty Insurance Company Bond, on August 19, 2005 the Chair of the Maine Workers' Compensation Board demanded payment of the entire Penal Sum in the amount of $1,600,000 to the Treasurer of the State of Maine. Demand was made due to the order of the Bankruptcy Court authorizing and resulting in the sale of substantially all of WestPoint's assets and the result that WestPoint no longer has assets and, therefore, shall fail in the discharge and payment of any or part of the obligations covered by the bond when due.

On August 30, 2005 (under correspondence dated August 29, 2005), the State of Maine received $1,600,000.00 from XL Specialty Insurance Company in response to the written demand made on August 19, 2005. By instrument dated August 29, 2005 the Superintendent released XL Specialty Insurance Company from any and all future liability related to the bond.

The $1,600,000.00 bond proceeds received by the State was deposited by the Treasurer in a third party custodian, segregated bank account (the "Trust Account"). The proceeds of the bond are to be used to discharge any and all legitimate, outstanding workers' compensation claims incurred during the periods of WestPoint's self-insurance authority. The State received the $1,600,000.00 in cash pursuant to legal requirements for distributing to or holding the funds on behalf of WestPoint's injured workers. *See* 39-A M.R.S.A. § 403 and Bureau of Insurance Rule Chapter 250.

The Maine Self Insurance Guaranty Association ("MSIGA") has contracted with a third party administration (TPA) firm, acceptable to the Superintendent, to administer, pay, and settle outstanding claims related to WestPoint's self-insured periods. All fund balances in the Trust Account, if any, must be held for a minimum of six (6) years from the date of the most recent payment for claims by the TPA to WestPoint claimants; provided, however, that the Superintendent may hold any or all fund balances for such longer period consistent with applicable law, or for any further longer period that he deems necessary and prudent.[2] The period determined by the Superintendent for the holding of fund balances in the Trust Account following the most recent payment for claims by the TPA to WestPoint claimants is called "the period of repose."

Upon the expiration of the period of repose, any remaining fund balances in the Trust Account would, perhaps, either be provided to persons with a legitimate reversionary interest in the funds or revert to the general fund as unclaimed property. In the event that the $1,600,000.00 penal sum, plus interest, is insufficient to satisfy the outstanding claims incurred by claimants during WestPoint's self-insured periods, the Superintendent will advise MSIGA that the Trust Account balance has been drawn down to $0, thereby requiring MSIGA to continue payments to WestPoint claimants and, if necessary, carry out assessments pursuant to Title 39-A.

III. Standing of WPH, WPS, and WPSI to seek an order for the "return of excess security"

In the October 14, 2005 Order, the Superintendent questioned whether WPH, WPS, and WPSI had standing to claim a possible "return of excess security" under the XL Bond. October 14th Order at Section I(B)(3). By the October 25, 2005 Offer of Proof, WPH provided documentation for purposes of demonstrating that it "has an interest in the security posted under the WestPoint Stevens Termination Plan." Specifically, WPH asserted that:

> Pursuant to Section 2.1 of the Asset Purchase Agreement, the definition of Purchased Assets is very broad and includes "all of the properties and assets of Sellers existing as of the Closing" including "cash and cash equivalents," "deposits", "accounts receivable," "all rights of Sellers under or relating to contracts" and "intangible assets."
>
> Pursuant to Section 3.1 of the Asset Purchase Agreement, WestPoint Home, Inc. as purchaser (formerly known as Textile Co., Inc.) cash collateralized with its own cash all outstanding letters of credit, including those related to workers' compensation. Thus, the return of any excess collateral upon payout or closeout of all claims belongs to WestPoint Home as purchaser.

[2] The applicable time within which a claimant must file a petition for the payment of benefits is 6 years from the date of the most recent payment for claims with a date of injury on or after January 1, 1993 (39-A M.R.S.A. § 306(2) (2001)), and 10 years from the date of the most recent payment for claims with a date of injury before January 1, 1993 (former 39 M.R.S.A. § 95, *repealed by* P.L. 1991, ch. 885, § A-7, effective Jan. 1, 1993). See P.L. 1991, ch. 885, § A-10 (effective Jan. 1, 1993) (establishing that with regard to matters in which the injury occurred prior to January 1, 1993, the applicable provisions of former Title 39 apply in place of Title 39-A, section 306).

Under the Sale Order, the Bankruptcy Court retained jurisdiction to enforce Buyer's rights to any purchased assets and related matters.

The foregoing assertions by WPH are not necessarily accepted by the Superintendent as fact, but only as demonstration that WPH has stated a potential claim which, if proven, might constitute grounds for relief. It should be noted further that WPH's assertions regarding Section 3.1 of the Asset Purchase Agreement do not directly address the issues at stake in this proceeding. Although WPH appears from the documents to have a reversionary interest in the letter of credit *collateral*, that is a matter between WPH and the issuing bank(s), and is not conclusive regarding the question of whether WPH has a reversionary interest in the letter of credit *proceeds*. Moreover, the motion by WPS does not relate to one of the referenced letters of credit, but rather to a surety bond that may have been secured by collateral supplied by WPS and/or WPSI and retained by XL. While this is consistent with a theory that WPH bought whatever reversionary interest in workers' compensation collateral the WPS estate was able to sell, it remains an open question what interests in the bond proceeds the WPS estate did or did not hold at the time of the asset sale.

IV. Order

By reason of the foregoing, the Superintendent finds and orders as follows:

(1) WestPoint Home, Inc., the purchaser of WestPoint Stevens Inc. and WestPoint Stevens Inc. I, has demonstrated the potential of having standing to claim a reversionary interest in possible remaining fund balances in the Trust Account, subject to later adjudication before the Superintendent if necessary.

(2) The Superintendent or his designee will provide periodic accounting of year-end Trust Account fund balances to WestPoint beginning February 15, 2006 and annually on February 15 thereafter to the addressee identified below:

Jerry W. Robinson, Risk Manager
WestPoint Stevens
507 West 10th Street
West Point, GA 31833

(3) Any determination by the Superintendent of rights to possible "excess security" in the form of remaining fund balances in the Trust Account, if any, shall be by adjudication conducted at some undetermined future point in time following the period of repose as defined above. Any such adjudication, if necessary, shall be following notice and opportunity to participate provided by the Superintendent to all potentially interested persons.

Such persons may include, but are not limited to, WPH, MSIGA, the Treasurer, and XL Specialty Insurance Company.

V. Notice of Rights

This Decision and Order is final agency action of the Superintendent of Insurance within the meaning of the Maine Administrative Procedure Act. Persons may appeal this Decision and Order to the Superior Court as provided by 24-A M.R.S.A. § 236, 5 M.R.S.A. § 11001, et seq. and M.R. Civ. P. 80C. WestPoint Home Inc., WestPoint Stevens Inc., or WestPoint Stevens Inc. I must initiate an appeal within thirty days after receiving this notice. Any other person who is aggrieved and whose interests are substantially and directly affected by this Decision and Order may initiate an appeal within forty days of the issuance of this decision. There is no automatic stay pending appeal; application for stay may be made as provided in 5 M.R.S.A. § 11004.

PER ORDER OF THE SUPERINTENDENT

Dated: January 24, 2006

ALESSANDRO A. IUPPA
Superintendent of Insurance

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION PLAINTIFF

VS. CIVIL ACTION NO. 2014-CP-40-2496

WESTPOINT HOME, LLC. DEFENDANT

EXPERT REPORT OF THE BURKHALTER GROUP, INC.

The Burkhalter Group, Inc. ("TBG") has been engaged by the South Carolina Workers' Compensation Commission ("SCWCC" or "the Commission") to analyze the residual Workers' Compensation liabilities of WestPoint Stevens, Inc. ("WestPoint Stevens" or "the Company"), a defunct textile manufacturer that formerly self-insured its Workers' Compensation claims in the state of South Carolina. WestPoint Stevens was formed in 1988, through the merger of WestPoint Pepperell and J.P. Stevens. Prior to the merger, WestPoint Pepperell self-insured its Workers' Compensation claims in South Carolina, whereas J.P. Stevens covered its Workers' Compensation exposure by purchasing commercial insurance. WestPoint Stevens filed for Chapter 11 bankruptcy in 2003, and its self-insured Workers' Compensation liabilities began the period of run-off.

Qualifications

I, Christopher J. Burkhalter, am President & Principal for The Burkhalter Group, Inc. I am a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries. I, Matthew J. Stephenson, am Vice President & Consulting Actuary for The Burkhalter Group, Inc. I am a Fellow of the Casualty Actuarial Society and a Member of the American Academy of Actuaries.

The opinions and conclusions contained in this report are based on our education, training, and experience. The report contained herein may constitute a Statement of Actuarial Opinion ("SAO") as defined by the American Academy of Actuaries ("AAA"). The AAA promulgates specific qualification standards for its members to render an SAO. We certify that we each meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein. Copies of our curriculum vitae are attached as Appendices 1 and 2.

Data Utilized & Considered

In compiling this report, I have relied on information provided to me by employees of the South Carolina Workers' Compensation Commission and documents cited in the References section of this report. The following data sets were provided by the Commission:

1. List of self-insured Workers' Compensation claims incurred by the Company in the state of South Carolina, including claimant name, case number, date of injury, claim status, and date of claim closure;
2. List of Workers' Compensation claims incurred by the Company in the state of South Carolina with claim cause related to asbestos exposure or damage to the lungs, including case number, employer location, date of injury, cumulative claim payments to date, gender, age, and date claim filed, where available; and,
3. Self-insurance tax forms submitted by the Company to the Commission for the years ranging from 1978 to 2004.

Our analysis is ongoing, and we may supplement our opinion and analysis in light of additional information that we receive.

Background

Asbestos is a naturally occurring fibrous silicate material, which "was widely used in thousands of products for decades and is still used in some products in the United States today. At least 27.5 million people had significant occupational exposure in industries traditionally associated with asbestos (e.g., shipbuilding, construction) and tens of millions more were exposed in other industries. Asbestos exposure is conclusively linked to several medical conditions, ranging from pleural changes with no signs of impairment to fatal malignant diseases, including lung cancer and asbestos' signature disease, mesothelioma. Average latency periods vary by disease, ranging from 10 to 50 years." (American Academy of Actuaries 2006)

Six locations operated in South Carolina by WestPoint Stevens and its predecessor companies have been included on a list of jobsites where asbestos exposure was known to have occurred. Those worksites include J.P. Stevens facilities in Laurens, Seneca, Wallace, and Whitmire, along with WestPoint Stevens facilities in Clemson and Whitmire. (Molinari n.d.) Moreover, based on claim records from the SCWCC, twenty-four Workers' Compensation claims have been filed by employees of WestPoint Stevens and its predecessor companies due to lung damage or with the cause of injury indicated as exposure to asbestos. Therefore, employees of WestPoint Stevens were exposed to asbestos and to the risk of developing associated medical conditions. Due to the significant delays between exposure to asbestos and diagnosis of any related medical conditions, uncertainty remains surrounding the number of WestPoint Stevens employees afflicted with asbestos-related conditions.

Though increased regulation surrounding the use of asbestos in the 1970's and 1980's led to a reduction in risk countrywide, the SCWCC does not have evidence that the Company eliminated all risk of asbestos exposure prior to its bankruptcy. Accordingly, for the purposes of my analysis, the risk that WestPoint Stevens employees were exposed to asbestos in the workplace persisted for as long as the worksites were open.

South Carolina follows the majority rule for resolving successive carrier liability where an employee suffers successive injuries with an intervening change of employers or insurance carriers. "The last injurious exposure rule," as adopted by the South Carolina Supreme Court in 2007, places full liability upon the carrier covering the risk at the time of the most recent injury that bears a causal relation to the disability." See S.C. Code Ann. § 42-9-430 (1984); Gathers v. 3V, Inc., 371 S.C. 570, 577-78 (2007). As a result, employees of J.P. Stevens or WestPoint Pepperell who continued working for the new entity WestPoint Stevens represent potential Workers' Compensation claim exposure for WestPoint Stevens during its subsequent self-insured period, even though J.P. Stevens purchased commercial insurance prior to the merger.

Number of Employees

The self-insurance tax forms submitted to the SCWCC by WestPoint Stevens and WestPoint Pepperell for the years 1992-2004 include the number of employees in the state of South Carolina for the given year. With these employee counts as a starting point, I use standard mortality tables from the United States Social Security Administration to estimate how many employees are still alive in 2022, as a basis for the remaining exposure to latent claims. The results of this calculation are presented in Table 1. More details about the assumptions underlying the calculations are presented after the table.

Table 1 – Annual Employee Counts

Year	Employed Individuals	Estimated Surviving Percentage	Estimated Surviving Individuals
1992	4,083	73.8%	3,012
1993	3,844	75.5%	2,900
1994	3,555	77.1%	2,740
1995	3,291	78.6%	2,587
1996	3,328	80.1%	2,665
1997	3,317	81.5%	2,702
1998	3,265	82.8%	2,703
1999	3,121	84.1%	2,624
2000	3,214	85.3%	2,740
2001	2,276	86.4%	1,967
2002	2,205	87.5%	1,929
2003	2,302	88.5%	2,037
2004	2,302	89.5%	2,060

Mortality values are taken from the Social Security Administration's "Period Life Table, 2019, as used in the 2022 Trustees Report," assuming an equal distribution of male and female individuals. Employees' ages were assumed to follow a lognormal distribution with median value of 39.3 and coefficient of variation equal to 0.263, based on the age breakdown of the civilian labor force in 2000 published by the U.S. Bureau of Labor Statistics. The median value was published explicitly, while the coefficient of variation was selected to approximate the percentages of the labor force in excess of 65 and 75 years of age. The lognormal distribution was selected for its right-tail skew, recognizing that some employees may continue working until advanced ages while labor laws restrict the employment of people below a certain age.

It can be assumed that many of the same individual employees are included in multiple years within Table 1. Therefore, the values in the individual years should not be added to obtain any sort of aggregate figure, but rather, they should be read independently. For example, of the 2,205 individuals employed in 2002 by the Company in South Carolina, the SSA mortality table suggests that 1,929 of them remain alive in 2022. This offers a baseline of the residual exposure to unreported claims that the Company faces. While no estimate is being made about the number of these employees who contracted illnesses related to asbestos exposure during the course of their employment, each former employee continues to represent a risk of an unreported Workers' Compensation claim.

Latency of Mesothelioma Diagnoses

Estimates of the latency of symptoms and diagnosis for asbestos-induced illnesses vary substantially both by the disease and by the source of the estimate. Among the most severe illnesses is mesothelioma, a form of cancer most often afflicting the lungs. A study of the latency between exposure to asbestos and diagnosis of mesothelioma published in the *European Journal of Cancer* in 2007 determined an average latency period of 43.4 years for cases of occupational exposure, as opposed to exposure in the household or environment outside of home or work. The average latency for all cases was 44.6 years, with a coefficient of variation equal to 0.27 and a normal distribution around the mean. Additionally, a primary result of the study was that the latency periods increased over time, from below 42 years for diagnoses made in 1993-94 to greater than 46 years for diagnoses made in 2000-01. (Alessandro Marinaccio 2007)

Based on the results of this study, I model the latency between exposure to asbestos in the workplace and diagnosis of mesothelioma by a normal distribution with mean 43.4 years and coefficient of variation equal to 0.27. Under these assumptions, only 0.2% of mesothelioma cases would be diagnosed within 10 years of initial exposure, and 2.3% would be diagnosed within 20 years. If an employee who began working for the Company in 1990 developed mesothelioma from exposure to asbestos in the workplace, the probability that the illness would remain undiagnosed by 2022 is 83.6%. This can be combined with the mortality results from the previous section to obtain an overall probability that an individual who contracted mesothelioma in the workplace is still alive ***and*** has not

yet been diagnosed. For example, if the employee began work in 1990 at the age of 30 and contracted mesothelioma, then the probability that he/she lived to 2022 without being diagnosed is 74.0%, or 83.6% multiplied by the survival probability of 88.5%.

Table 2 contains the results of this same calculation for different combinations of beginning dates of employment and employee age at that time.

Table 2 – Non-Diagnosis Probability by Age / Year of Exposure

	Year of First Exposure			
Age	**1975**	**1985**	**1995**	**2005**
20	31.3%	64.8%	88.1%	96.8%
25	28.8%	62.3%	86.9%	96.3%
30	25.3%	59.0%	85.0%	95.6%
35	20.4%	54.4%	82.0%	94.6%
40	13.9%	47.9%	77.9%	92.8%
45	7.0%	38.6%	72.2%	89.9%
50	2.1%	26.4%	63.9%	85.9%
55	0.3%	13.3%	52.1%	80.6%

As indicated in the top-right portion of Table 2, an employee who began work in 2005 at the age of 20 and contracted mesothelioma in the workplace would have a 96.8% chance of not being diagnosed by the year 2022. This can be considered the extreme scenario, in that the employee was first exposed to asbestos most recently and at a young age. By the year 2040, the probability that this same employee would remain undiagnosed is 70.8%. Table 3 illustrates how the probability of non-diagnosis in this extreme scenario decreases in years beyond 2022.

Table 3 – Future Non-Diagnosis Probability of 20-year-old Exposed in 2005

2022	**2030**	**2035**	**2040**	**2045**	**2050**	**2055**	**2060**	**2065**	**2070**
96.8%	90.8%	82.9%	70.8%	54.9%	37.7%	22.7%	11.9%	5.4%	2.1%

Considering this scenario can be useful for determining the maximum likely date that a diagnosis of mesothelioma could be made for a former WestPoint Stevens employee who contracted the disease

in the workplace. Without more detailed information on the Company's employees, we cannot know that such an extreme case exists, i.e., that a twenty-year-old was first hired in 2005. However, based on the significant decrease in the Company's employee counts after the year 2000 (Table 1), it may be reasonable to conclude that few, if any, new hires were made after 2000.

Table 4 considers 2000 as the year of first exposure to asbestos in the workplace and expands on the results of the prior table by including additional ages of the employee in the year 2000. For example, a forty-year-old employee hired in 2000 who contracted mesothelioma from asbestos exposure in the workplace would have an 8.1% probability of surviving until 2050 without yet being diagnosed.

Table 4 – Future Non-Diagnosis Probability by Age for First Exposure in 2000

Age	2022	2030	2035	2040	2045	2050	2055	2060
20	93.8%	82.9%	70.8%	54.9%	37.7%	22.7%	11.9%	5.4%
25	93.0%	81.4%	68.5%	52.3%	35.2%	20.6%	10.5%	4.6%
30	91.9%	78.9%	65.4%	48.8%	31.6%	17.5%	8.4%	3.5%
35	89.9%	75.3%	61.1%	43.9%	26.4%	13.2%	5.8%	2.2%
40	86.9%	70.5%	55.1%	36.8%	19.5%	8.1%	2.9%	0.9%
45	82.7%	63.7%	46.3%	27.1%	11.2%	3.3%	0.8%	0.2%
50	77.0%	53.8%	34.3%	15.7%	4.2%	0.7%	0.1%	0.0%

Severity of Asbestosis Claims

The National Council on Compensation Insurance ("NCCI") collects detailed Workers' Compensation claim data from insurance carriers nationwide through its Unit Statistical Data Reporting. These data are aggregated and made available to carriers and subscribers for benchmarking and analysis purposes. Among the listed options for "Nature of Injury" in the NCCI Unit Statistical Data claim reports, only one can be clearly linked to asbestos exposure in the workplace: "Occupational Disease or Cumulative Injury: Asbestosis." Claims resulting from mesothelioma, the most severe illness associated with asbestos exposure, cannot be separated from other types of cancer.

Based on data downloaded on August 15, 2022, through the NCCI's WorkComp Workstation, over 2,050 claims in policy periods 2010-2020 have been reported countrywide with the nature of injury classified as asbestosis. As of that date, the average reported claim severity of the asbestosis claims in policy periods 2010-2020 is $16,667, excluding all loss adjustment expenses.

Conclusion

Employees of WestPoint Stevens are known to have been exposed to asbestos in the workplace. The number of employees who contracted illnesses linked to asbestos exposure during this time will not be known for many years to come, due to the substantial latency between exposure and diagnosis.

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August 16, 2022

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August 16, 2022

References

Alessandro Marinaccio, et al. 2007. "Analysis of latency time and its determinants in asbestos related malignant mesothelioma cases of the Italian register." *European Journal of Cancer* 2722-2728.

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Molinari, Linda. n.d. *Mesothelioma.com.* Accessed August 8, 2022. https://www.mesothelioma.com/states/south-carolina/.

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Professional Designations/Activities

[Associate, Casualty Actuarial Society (February, 1997)]
Fellow, Casualty Actuarial Society (July, 1998)
Member of the American Academy of Actuaries (April, 1997)
Member, Ole Miss Insurance Advisory Council [University of Mississippi]
Member, Actuarial Club of Jackson
Vice Chair, (MS) State and Public School Employees Health Insurance Management Board
-- appointed by Governor Haley Barbour, 2004 & 2008
-- appointed by Governor Phil Bryant, 2012 & 2016
-- appointed by Governor Tate Reeves, 2020

Education

Bachelor of Science, 1990, University of Mississippi
Summa Cum Laude (GPA 4.0)
Major: Physics
Minors: Mathematics, German

Awards, Honors: Taylor Medalist (academic), 1990
First MS Corporation Scholar, 1986-90
Barry M. Goldwater Scholar, 1989-90
Golden Key National Honor Society Scholar, 1990
Nichols Award for Excellence in Mathematics, 1988

Master of Science in Applied Physics, 1992, University of New Orleans
GPA 3.9
Specialty: Underwater Acoustics

Work Experience

The Burkhalter Group, Inc. -- President & Principal, February October 2018 to present
Bickerstaff, Whatley, Ryan & Burkhalter, Inc. -- President & Principal, February 1999 to September 2018

Established private consulting practice in all areas of property & casualty actuarial and insurance work. Current clients include Workers Compensation carriers, residual market associations, managing general agencies, brokers & agencies, self-insured funds and regulatory authorities. Actuarial work has included rate analyses, reserve analyses, pro-forma financial analysis, expert testimony in litigation, and general business consulting.

The St. Paul Fire & Marine Insurance Company
Regional Actuary, July 1998 – January 1999

Duties and responsibilities:

- responsible for all actuarial areas in commercial operation (small commercial and middle market);
- responsibility for all evaluation and report preparation for all financial and budgeting areas for the region.

Southern Farm Bureau Casualty Insurance Company
Actuarial Analyst, October 1993 - December 1996
Associate Actuary, January 1997 – December 1997
Actuary, Assistant to State Manager, January 1998 – July 1998

Duties and responsibilities

As Actuarial Analyst and Associate Actuary, responsible for:

- rate analysis and filings for Personal and Commercial Automobile and General Liability lines in a six state area (AR, FL, LA, MS, SC, and TX) representing over $700 million in written premium;
- the preparation of Statements of Actuarial Opinion and underlying actuarial loss and expense reserve analyses for ten Farm Bureau companies;
- the preparation of numerous internal statistical reports and actuarial analyses concerning profitability and reserve strength;
- the organization and agenda of group Research & Development manager meetings;
- negotiated with regulatory officials and consumer advocates concerning rate adjustment requests;
- filled ad hoc statistical requests from Home Office and state operations;
- developed extensive reserve analysis system;
- assisted in evaluation of reinsurance treaty proposals;
- evaluated premium finance contracts for accurate pricing and legal compliance;
- performed financial analyses as needed by management;
- appointed by CEO to executive committee to propose new methods of risk diversification and capital strengthening;
- selected by CEO in October 1997 to establish an actuarial department in Mississippi's Farm Bureau state office and design and build a statistical database;
- reported directly to CEO of Mississippi Farm Bureau Mutual Insurance Company;
- was responsible for all property rate analyses and filings at MS Farm Bureau.

United States Naval Research Laboratory, Stennis Space Center, MS
Research Physicist, February 1991 - October 1993

Duties and responsibilities

- coordinate all software development efforts in the simulation and modeling of oceanic ambient noise for an environmental simulation project sponsored by the Office of Naval Research;
- created and developed new ambient noise models for use in the simulation project;
- incorporated state-of-the-art technology into the environmental simulation;
- conducted research into oceanic ambient noise modeling and acoustic propagation;
- presented findings to U.S. Navy and university colleagues in professional conference.

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Professional Designations/Activities

[Associate, Casualty Actuarial Society (April, 2016)]
Fellow, Casualty Actuarial Society (June, 2019)
Member of the American Academy of Actuaries (April, 2016)

Education

Bachelor of Science, 2010, University of Mississippi
Summa Cum Laude (GPA 4.0)
Major: Mathematics
Minor: Russian

Awards, Honors: Taylor Medalist (academic), 2010
Phi Beta Kappa, 2010
Phi Kappa Phi, 2009
Barksdale Scholar, 2006-10
Alfred Hume Award in Mathematics, 2010

Master of Science in Mathematics 2012, Vanderbilt University
GPA 3.96

Work Experience

Bickerstaff, Whatley, Ryan & Burkhalter, Inc.	**Actuarial Analyst, June 2013 to April 2016**
Bickerstaff, Whatley, Ryan & Burkhalter, Inc.	**Consulting Actuary, April 2016 to September 2018**
The Burkhalter Group, Inc.	**Vice President/Consulting Actuary, October 2018 to pres.**

Worked in a private consulting practice covering all areas of property & casualty actuarial and insurance work. Current clients include Workers Compensation carriers, residual market associations, managing general agencies, brokers & agencies, self-insured funds, and regulatory authorities. Actuarial work has included rate analyses, reserve analyses, dividend analyses, loss modeling, and general business consulting.

Vanderbilt University **Research Assistant & Tutor, August 2011 to May 2013**

Jobs included conducting independent research projects in geometric group theory under the guidance of sponsoring professor, conducting both private and public tutoring sessions in various mathematics courses, and teaching weekly recitations as a supplement to lectures.

Assignment

You have asked me to render an opinion regarding the amount of money, if any, that would be needed to provide security from potential remaining workers' compensation claims by former employees of WestPoint Stevens. In my professional opinion, using the State's own methodology for calculating the amount of security needed for employers that self-insure against workers' compensation claims, the amount of money that needs to remain with the State to secure against future claims is $0.00, and the surety amount has been $0.00 since 2012.

Documents Reviewed

I have been provided with copies of the pleadings and court orders in the South Carolina Circuit Court, and the court order and purchase agreement from the bankruptcy case. I have also reviewed all documents produced by the South Carolina Workers' Compensation Commission, Key Risk, and WestPoint Home. I have also reviewed the transcript of the Rule 30(b)(6) deposition of the Workers' Compensation Commission. A complete list of materials I reviewed is attached.

Background

WestPoint Stevens was a textile manufacturer that was self-insured for purposes of workers' compensation claims in South Carolina. The company was initially known as WestPoint Pepperell, and it self-insured against workers' compensation claims.

On May 6, 1988, WestPoint Pepperell acquired four plants from J.P. Stevens, the merger of which became WestPoint Stevens: Abbeville, Calhoun Falls, Clemson, and Seneca. (WCC2/1/22-248.) Prior to that acquisition, the employees at these J.P. Stevens plants were insured for workers' compensation claims through private insurance. (WCC2/1/22-250.)

The South Carolina Workers' Compensation Commission requires companies that self-insure for workers' compensation claims to provide sufficient surety for potential claims. The agency uses the following formula for calculating the surety requirement: "The amount of the surety was calculated by multiplying the adjustment factor of 1.5 by the three years claims average. Because claims paid can show considerable variance from year to year for an individual company, the average of the last three years, unadjusted, was used in determining the recommended surety amount. All surety amounts were rounded to the next highest $50,000." (WCC2/7/22-010.)

Materials provided do not identify the surety requirement for WestPoint Stevens once it acquired the four plants from J.P. Stevens in 1988. However, at some point between 1988 and 1997, the Commission calculated the surety requirement to be $1.55 million. In 1997, the Commission's formula yielded a surety requirement of $1.4 million. (WCC2/7/22-010.) WestPoint Stevens and

the Commission entered into a "Memorandum of Understanding" that allowed WestPoint Stevens to post a letter of credit in that amount with Nationsbank. (Memorandum of Understanding.)

In 2003, WestPoint Stevens filed for Chapter 11 bankruptcy. Following that filing, the Commission sent a letter to WestPoint Stevens indicating that its surety would be $1.8 million. (WCC2/1/22-216.) The Executive Director for the Commission testified that the agency's formula for calculating the surety amount was the same for bankrupt and non-bankrupt companies. (Deposition 65:21–66:4.) The 1997 letter indicates the same thing. (WCC2/7/22-010.)

In 2005, WestPoint Home purchased WestPoint Stevens' assets out of bankruptcy. In South Carolina, WestPoint Home purchased the Calhoun Falls, Clemson, and Seneca plants, all of which were former J.P. Stevens facilities. (Schedule of Material Real Properties to Asset Purchase Agreement.)

When WestPoint Home purchased those assets, it agreed to deposit funds to collateralize letters of credit that WestPoint Stevens had regarding potential workers' compensation claims, including $1.8 million for the South Carolina surety. (WPH0001.) WestPoint Home's agreement to provide that cash was done with the understanding that it retained the "right to receive back any portion" of that money that was not used. (Asset Purchase Agreement § 3.1(a).)

On August 17, 2005, the Commission withdrew the full amount of that $1.8 million deposit from the bank. (Commission Reply to Counterclaim ¶ 32.) WestPoint Stevens's employees ceased their work for that company in 2005 with WestPoint Home's asset purchase out of the bankruptcy process.

At some point, the Commission hired Key Risk to adjust and administer workers' compensation claims by former WestPoint Stevens employees. The last such claim paid by Key Risk was reported on June 21, 2006. (Key Risk Loss Run Report.) There are no open claims, no money reserved to pay claims, and have not been any open claims for several years. According to Key Risk's records, the last time a payment was made using the money deposited by WestPoint Home was a check for $45.41 to the Turner Padget Graham & Laney law firm on May 7, 2008, for "Expense Legal." (Key Risk Payment for Claim 11057445.)

There has never been a latent injury workers' compensation claim made by a WestPoint Stevens employee. (Deposition 120:17–20.)

At the close of 2009, the amount of WestPoint Home's deposit that remained held by the State of South Carolina was $1,327,166.05. (WCC2/7/22-004.) Because of earnings on that principal, the Commission still holds $1,698,630.45 of the money deposited "[t]hrough the first "four or five months of this fiscal year [2022]." That account is maintained through the South Carolina State Treasurer. (WCC2/7/22-004; Deposition 110:13–18.)

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Opinion

Based on the materials that I reviewed and my education, training, and experience with actuarial science, I conclude that the required remaining surety for potential workers' compensation claims by former WestPoint Stevens employees is $0.00. I further conclude that this has been the surety amount since 2012. I reach this conclusion based on a number of factors.

First, this is the result reached by the Commission's own formula. Based on my review of the materials provided and testimony provided by Mr. Cannon, there have not been any claims in the past three years (longer, in fact), and there are currently no prior claims still open.

Using the Commission's surety formula to calculate the surety for 2009—the last time in which there were three consecutive prior years where claims payments were made—the required surety should have been calculated as follows, based on actual claims payments made each of the prior three years:

Calculation of 2009 Surety

2006[1]	2007	2008	Three-Year Average of Claims Payments	Three-Year Average * 1.5 = Surety for 2009
$493,223.46	$22,411.39	$45.41	$171,893.42	$257,840.13

The Commission's formula directs that the number yielded should be rounded up to the nearest $50,000, resulting in a final surety total for 2009 of $300,000. Despite needing only $300,000 in surety for the final year of potential claims, the Commission still held $1,327,166.05 on deposit. (WCC2/7/22-004.) No claims payments were made in 2009 or at any subsequent point.

The surety requirement yielded by the Commission's formula decreased every year thereafter. In the meantime, the amount of money held by the Commission to pay workers' compensation claims for former WestPoint Stevens employees continued to grow based on "investment earnings" every year.

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[1] The data in these charts is derived from the Key Risk spreadsheets detailing when payments were made on claims. This is consistent with the Commission's explanation for its formula for calculating surety amounts: "Central to the Commission's analysis is claims paid." (WCC2/7/22-010.)

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For instance, by 2010, the surety amount—using the Commission's formula—had dropped to $50,000 ($11,228.40 rounded up), assuming that any claims could even be brought then. But the amount on deposit increased to $1,375,343.95. (WCC2/7/22-004.)

Calculation of 2010 Surety

2007	2008	2009	Three-Year Average	Average * 1.5 = Surety for 2010
$22,411.39	$45.41	$0.00	$7,485.60	$11,228.40

By 2011, the surety amount—using the Commission's formula—remained at $50,000 ($22.71 rounded up). The amount on deposit increased to $1,412,448.85. (WCC2/7/22-004.)

Calculation of 2011 Surety

2008	2009	2010	Three-Year Average	Average * 1.5 = Surety for 2011
$45.41	$0.00	$0.00	$15.14	$22.71

Beginning in 2012, the surety amount decreased to $0.00, as there were no claims paid in the previous three years. The amount on deposit increased to $1,441,892.40 at the end of 2012. (WCC2/7/22-004.)

Calculation of 2012 Surety

2009	2010	2011	Three-Year Average	Average * 1.5 = Surety for 2012
$0.00	$0.00	$0.00	$0.00	$0.00

Using the Commission's formula, there has been no surety needed since 2012. My calculation of the required surety for 2022 is also $0.00.

Calculation of 2022 Surety

2019	2020	2021	Three-Year Average	Average * 1.5 = Surety for 2022
$0.00	$0.00	$0.00	$0.00	$0.00

Therefore, based on my calculation utilizing the Commission's own methodology, as described in the Commission's correspondence and confirmed through deposition testimony, it is my conclusion that the required surety for this self-insured entity is $0.00, and that it has been $0.00 since at least 2012.

Second, according to a loss run report provided by Key Risk, there has not been a new claim made since 2006.

Third, according to Mr. Cannon's testimony, there has never been a claim by any former WestPoint Stevens employee for any latent injury that has been paid through self-insurance funds. The fact that there has never been a claim for a latent injury further confirms my opinion that the required surety is $0.00.

Fourth, Mr. Cannon testified that the only evidence the Commission has that a claim may ever be made for a latent injury is the existence of a non-workers' compensation claim in an asbestos lawsuit pending in the South Carolina Circuit Court by the spouse of a former J.P. Stevens employee from the 1960s. (Deposition 112:6–113:3.) However, the former J.P. Stevens facilities that WestPoint Home acquired through the bankruptcy purchase had insurance for workers' compensation claims prior to 1989, thus discrediting that "evidence" any claim may be made. The presence of that insurance further limits the pool of potential claimants for latent injuries to only employees who were employed after 1989, as claims that predate 1989 would not be paid out of the money on deposit.

Hourly Rate

$500 per hour.

CV

A copy of my current CV is attached.

CURRICULUM VITAE

NAME	Brian Johnson		
BUSINESS ADDRESS	145 King St. Suite 407 Charleston, SC 29401 Phone: (843) 806 - 4591 Email: bjohnson@riskinternational.com		
EDUCATION	Bucknell University Bachelor of Science with Honors - Mathematics		1995
MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS	Associate, Casualty Actuarial Society (CAS)		2001
	Member, American Academy of Actuaries		2001
	Associate in Risk Management (ARM), American Institute for Chartered Property Casualty Underwriters		2010
EMPLOYMENT HISTORY	Risk International Actuarial Consulting, (formerly Bartlett Actuarial Group, Ltd), Charleston, SC		2004 - present
	GMAC Insurance, Winston-Salem, NC		2002 - 2004
	AIG Marketing, Inc., Wilmington, DE		2000 - 2002
	Reliance Insurance Company, Philadelphia, PA		1996 - 2000
	Insurance Services Office, New York, NY		1995 - 1996
RELEVANT SPECIALIZED TRAINING	Casualty Loss Reserve Seminar	Arlington, VA	2002
	Casualty Actuarial Society Annual Meeting	New Orleans, LA	2003
	American Academy of Actuaries – P/C Effective Loss Reserve Opinion Seminar	Chicago, IL	2005
		Baltimore, MD	2011
		Philadelphia, PA	2015
		Baltimore, MD	2019
	Casualty Actuarial Society Ratemaking and Product Management Seminar	Chicago, IL	2018
TEACHING/ SPEAKING ENGAGEMENTS	South Carolina Captive Insurance Association - Catastrophe Modeling for Property Captives		2007
	Marsh Captive Solutions – Introduction to Actuarial Services		2008
	Strategic Risk Solutions - Introduction to Actuarial Services		2017
	University of South Carolina – Loss Reserving		2009
	University of Delaware – Enterprise Risk Management		2012
	Vermont Captive Insurance Association – Captives 101		2012
	DCIA Fall Forum 2012- Best Practices for Small Captives		2012
	TCIA 2013 Conference – Cells – Advantages and Challenges		2013
	Strategic Risk Solutions – Property / Casualty Loss Reserving		2013
	College of Charleston – The ABC's of Captive Implementation and Operation		2013-2015
	CICA 2015 International Conference – Insurance Contracts for 831(b) Enterprise Risk Captives – Policies and Pooling Agreements		2015
	ACI Forum on Captive Insurance – State of the Captive Market: The Needs of the Small/Middle Market, the Latest in Coverage, Claims And Underwriting, and a Look Ahead at Some of the Novel Risks That Aren't Insured and that Can Potentially Be Funded by a Captive		2015
	Western Region Captive Insurance Conference – Who Does What And Why in the Reserve Review Process		2015
	SCCIA 2017 - Captives 101		2017
	CICA 2018 - Time for a Captive Refresh?		2018
	Casualty Actuarial Society Ratemaking and Product Management Seminar - Pricing New Lines of Business		2019
	Buckeye Actuarial Continuing Education - Captive Insurance Companies: A Primer		2019
	CICA 2019 - Stabilizing Your Organization's Future Through Captive Formation		2019
	ICCIE - Predicting Risk and an Introduction to Actuarial Science		2016 to present
PUBLICATIONS	How Will the Economic Downturn Affect Captives?		The Actuarial Edge, 2q2011
	Hold On To Your Actuary		SC Captive Insurance Newsletter, 3q2005
	The Actuary As A Player In The ART Program		DC Captive Insurance Newsletter, 2q2005
	An Actuary's Perspective on the Legislative Changes to IRC 831(b)		Captive Review, March 2016
COMMITTEES	Board of Directors - Delaware Captive Insurance Association		2007-present
	Board of Directors - Captive Insurance Council of DC		2006-2008

Documents Provided and Reviewed

Filename

2-7-22 CERTIFICATE OF SERVICE - Supplemental Discovery (02894183xD2C78)
2-7-22 Supplemental Response to Interrogatories (02894181xD2C78)
2-7-22 Supplemental Responses to Requests for Production (02894177xD2C78)
2-7-22 WCC Supplemental Discovery (02894155xD2C78)
Certificate of Service - Supplemental Discovery 2-1-22 (02888568xD2C78)
Condensed Transcript of Rule 30(b)(6) Deposition of Workers' Compensation Commission
Ex. 1--Notice of Deposition
Ex. 2--Historic Records Showing Status as Self-Insured
Ex. 3--1989 Letter Indicating that JP Stevens Claims Are Covered by Insurance
Ex. 4--Screenshot of Agency's Records Showing JP Stevens' Insurance Carrier
Ex. 5--The Breakup of JP Stevens (showing which SC plants WestPoint obtained)
Ex. 6--1997 Letter from Commission to WestPoint Stevens Reducing Surety to _1.4M
Ex. 7--Memo of Understanding Between WestPoint Stevens and Agency re Letter of Credit
Ex. 8--2003 Letter from Commission to WestPoint Stevens Increasing Surety to _1.8M
Ex. 9--Internal Agency Correspondence Stating that WestPoint Stevens is No Longer Self-Insured
Ex. 10--2005 Email from Agency to Treasurer's Office re Deposit for WestPoint Stevens Claims Ex. 11--Historic Records from Agency Requesting Information from WestPoint Stevens
Ex. 12--2005 Cash Collateral Control Letter Agreement
Ex. 13--Loss Run Report from Key Risk
Ex. 14--Report of Annual Balances in Account with Treasurer
Ex. 15--2005 Correspondence from WestPoint Stevens to Agency re Assets Sold in Bankruptcy
Supplemental Response to Interrogatories 2-1-22 (02888562xD2C78)
Supplemental Responses to Requests for Production 2-1-22 (02888574xD2C78)
WCC Supplemental Discovery 2-1-22 (02887210xD2C78)
7.16.2019 Disclosure per Judge Lee's Order (02031719xD2C78)
Asset Purchase Agreement
Bankruptcy Court Order Authorizing Sale of Assets
Claim 09113520 Shirley Jeter
Claim 09114169 Ethel Johnson
Claim 09114191 Virginia Peake
Claim 09114198 Azalee Armstrong
Clemson and Calhoun Employee Data
Employee Status Codes
Exhibit A to Complaint
Exhibit B to Complaint
Letter Identifying Properties Acquired Through Asset Purchase Agreement
WestPoint Home Answer and Counterclaim
WestPoint Home Employee Data (2005 -2006)
Westpoint Payments Spreadsheet
WestPoint Stevens Employee Data (Pre-2005)
WestpointLossRun
WestpointPayments.xlsx
Workers Compensation Commission Complaint
Workers Compensation Commission Reply to Counterclaim

Claim No.	CL Address	Employer	ER Address	Age (current year)	Gender	Injury	date claim filed	date of injury	resolution	Rationale	benefits paid	Benefit Type
9832222	Newberry, SC	Westpoint JP Stevens	Whitmire, SC		F	Lungs/ asbestosis	11/4/2011	5/29/1998	denied	claim not compensable.	0	
9830127	Westminister, SC	Westpoint Stevens		65	F	Lungs		9/30/1988	settlement		$12,300.00	
											$681.00	medical
7575026	Whitmire, SC	JP Stevens	Whitmire, SC 29178	77	F	Lungs/ asbestos	9/14/2011	7/1/1975	denied	Carrier denied that Claimant sustained an injury/ Claimant failed to prosecute.	0	
7170649	Carlisle, SC	Westpoint Stevens	Whitmire, SC		F	Lungs/	9/8/2011	1/1/1971	denied???	Form 50 was returned as improper. There is no specific information from the carrier other than an unexecuted and undated Form 19 showing 0.00 was paid.	0	
0922763	Whitmire, SC	JP Stevens	Whitmire, SC 29178	63	M	Lungs/ asbestos	10/24/2011	5/26/2009	denied	Carrier denied causation and evidence of disability.	0	
0922762	Whitmire, SC	West Point Stevens	Whitmire, SC 29178			Lungs/asbestos	12/6/2011	1/14/2009	denied		0	
0922758	Whitmire, SC	JP Stevens		80	F	Lungs/ asbestosis	11/4/2011	1/1/1966	denied	Incorrect carrier/no medical evidence of injury.	0	
0825630	Carlisle, SC	JP Stevens	Whitmire, SC	73	F	Lungs/ asbestosis	8/3/2011	10/3/2008	denied	failure to prosecute.	0	
0212646	Westiminister, SC	Westpoint Stevens	Clemson, SC	80	M	Lungs	8/19/2002	7/2/2002	denied	No coverage.	0	
9900765	Townville, SC	Westpoint Stevens	Clemson, SC	80	M	Lungs		2/1/1999			2,097.00	medical
9830386	Westminister, SC	Westpoint Stevens	Clemson, SC	65	F	Lungs		9/3/1998				
9557264	Seneca, SC	Westpoint Stevens	Clemson, SC	80	M	Lungs		3/13/1995	settlement		$14,000.00	
9549626		Westpoint Stevens	Seneca, SC			Lungs		1/1/1995			0	
9255928		Westpoint Pepperell		66	F	Lungs		11/11/1992	settlement		$4,500.00	
9058454		JP Stevens	Clemson, SC			Lungs		11/1/1990	settlement		$500.00	
8771584	Anderson, SC	Westpoint Stevens	Westpoint, GA (only corporate address available in file)			Lungs		9/4/1987	settlement		$18,000.00	$590/ medical
8015145		Westpoint Pepperell	Anderson, SC	90	M	Lungs/byssinosis	5/23/1980	4/15/1980	Commission award		$68,651.63	medical (lifetime)*
											$92,032.56	temp/perm indemnity
0312809	Seneca, SC	Westpoint Stevens	Clemson, SC	59	M	Lungs		8/9/2003	settlement		$4,000.00	
0212197	Westminister, SC	Westpint Stevens				Lungs		6/5/2002			$0.00	
0126715	Seneca, SC	Westpoint Stevens	Seneca, SC	83	F	Lungs		9/28/2001	settlement		$9,970.00	
0027738	Calhoun Falls, SC	Westpoint Stevens	Calhoun Falls, SC	94	F	Lungs		11/20/2000	settlement		$5,000.00	$512.00/medical
0009894	Seneca, SC	Westpoint Stevens	Seneca, SC	87	M	Lungs		2/5/2000	settlement		$8,000.00	

*payments made as of the last Form 18 we have on file, dated 9/20/2000

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
South Carolina Workers' Compensation Commission,	)	Civil Action No. 2014-CP-40-2496
Plaintiff,	)	
vs.	)	MOTION TO ALTER OR AMEND ORDER
WestPoint Home, LLC,	)	
Defendant.	)	

Pursuant to Rule 59, SCRCP, WestPoint Home, LLC, respectfully submits this motion to alter, amend, or reconsider the Order granting the Workers' Compensation Commission's motion for summary judgment on Issue 1 of this litigation. The particulars of this motion are detailed below, but it is important to note the outset where the Order leaves the parties if it is not reconsidered.

WestPoint Home deposited $1.8 million to collateralize a letter of credit during the process of acquiring assets from the no-longer-in-existence WestPoint Stevens during WestPoint Stevens's bankruptcy. This is not in dispute.

It did so pursuant to an order from the Bankruptcy Court that expressly provided that WestPoint Home had a right to a return of such a deposit. This is also not in dispute.

The Commission has now taken that entire deposit and hidden all information about it from WestPoint Home. As it stands, neither WestPoint Home nor the Court has any idea as to how much money is even at stake in this case. This is also not in dispute.

However, if the Court's Order remains in place, the status quo will remain forever. The state will retain WestPoint Home's money in perpetuity, as there is no realistic way for

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WestPoint Home to keep track of all of WestPoint Stevens's former employees until they all die, which is the beyond-the-pale solution that the Commission has suggested to resolve this dispute.

This is not just. It is not legal. It is not logical. WestPoint Home respectfully requests that the Court reconsider its Order accordingly.

ARGUMENT

FOIA Governs. WestPoint Home argued in its summary judgment motion that it is entitled to the requested materials pursuant to the South Carolina Freedom of Information Act. In response, the Commission argued that an invalid agency regulation prevented disclosure of these materials under the FOIA, which is not a legitimate barrier to enforcing the state's open-records law. The Court's Order fails to address the threshold issue of FOIA's requirement of disclosure, and should be reconsidered accordingly.

Bankruptcy Order Requires Disclosure. Judge Drain's bankruptcy order entitled WestPoint Home to acquire "all cash and cash equivalents," as well as "all Documents that are used in, held for use in or intended to be used in, or that relate to, the Business or the assets or the properties of the Sellers" except for a handful of irrelevant corporate records. (Asset Purchase Agreement § 2.1(b)(i), at 14; *id.* § 2.1(b)(xi), at 15–16.) It further defined "Documents" to include *inter alia* all of WestPoint Stevens's "regulatory filings," which materials filed with the Commission unquestionably are. (*Id.* § 1.1, at 3–4.)

The Court must give full effect to the bankruptcy order. *See McNaughton-McKay Elec. Co. v. Andrich*, 324 S.C. 275, 280–81, 482 S.E.2d 564, 567 (Ct. App. 1997) (explaining that a bankruptcy order regarding reorganization a "very broad preclusive effect"). The summary judgment ruling, however, does not address the bankruptcy.

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At most, the Order adopts the agency's "equitable" argument that WestPoint Home "is not the successor corporation to WPS," but this is a strawman argument. Under the bankruptcy order, WestPoint Home is fully entitled to all of WestPoint Stevens's assets irrespective of whether or not it also undertakes WestPoint Stevens's liabilities. This is a fundamental point of bankruptcy law that the South Carolina Supreme Court has adopted into the state's jurisprudence. *See Simmons v. Mark Lift Indus., Inc.*, 366 S.C. 308, 312, 622 S.E.2d 213, 215 (2005) (recognizing that a company that acquires assets out of bankruptcy typically does not also acquire the successor company's liabilities).

Moreover, the bankruptcy order provided that WestPoint Home would retain the "right to receive back any portion" of money that it deposited to secure WestPoint Stevens's workers' compensation claims. (Asset Purchase Agreement § 3.1(a), at 22.) The Court failed to account for WestPoint Home's express rights under the bankruptcy order in this respect as well. Accordingly, the Court's Order should be reconsidered and reversed to enforce WestPoint Home's rights under the bankruptcy order.

South Carolina Code § 42-19-40 in Inapplicable. The Commission's sole basis for refusing to provide WestPoint Home with any information whatsoever regarding how the state has spent WestPoint Home's money has been a rote citation to South Carolina Code § 42-19-40. That statute, however, is much more narrowly drawn than the agency has argued, and it only restricts dissemination of records that "refer to accidents, injuries, and settlements."

This statute simply does not apply here. The amount of WestPoint Home's deposit remaining in the state's custody is not an "accident, injury, or settlement." The number of claims resolved and the number of claims pending is not an "accident, injury, or settlement." In fact, in its own memoranda filed with the Court, the agency conceded that the information sought by

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WestPoint Home does not fit within the limited category of materials that fall within the statute's scope: "WestPoint [Home] is not seeking records for a matter before the Commission relating to an individual workers' compensation claim related to the merits of that claim." (Commission's Br. in Opp'n to WestPoint Home's Mot. for Summ. J. at 7.)

The Order seems to accept the Commission's generic gloss on Section 42-19-40 as to preventing access to any kind of agency records at all, without analyzing the specifics of either that statute or WestPoint Home's request. But a careful analysis reveals that the statute is not applicable here, particularly in light of the agency's concession as to the materials that WestPoint Home seeks to review.

To be clear, WestPoint Home is not attempting to interject itself into an actual claimant's case—and, according to representations the agency made to the Court during several status conferences on this matter, no such cases even exist. Instead, it simply wants to know in summary fashion how its money has been spent, what kinds of claims have been filed, and the frequency with which those claims have been filed.

This is basic information needed for any actuarial study that would allow WestPoint Home to acquire insurance to cover any potential runoff claims from former WestPoint Stevens employees. This information cannot possibly be considered "confidential"; it is the exact kind of information that the Commission annually reports publicly pursuant to South Carolina Code §§ 42-3-210 to -240. Accordingly, WestPoint Home respectfully requests that the Court reconsider the applicability of Section 42-19-40 to this case.

Denial is Arbitrary and Capricious. To the extent Section 42-19-40 can have any applicability here—it has none—the statute still provides no basis for denying WestPoint Home access to information to perform an actuarial study because the statute expressly authorizes

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"parties satisfying the commission of their interest" in the records to be given access. There is no legitimate way that the Commission cannot be "satisfied" with WestPoint Home's interest here: disclosure is compelled by an order of a United States Bankruptcy Court, WestPoint Home's own money is at issue, and ***there is no other entity that could request this information*** because WestPoint Stevens no longer exists. Any decision that WestPoint Home is not authorized to receive the requested information and materials is impermissible arbitrary-and-capricious behavior by a state agency that this Court should reject.

***Blue Cross* is Inapplicable.** The Commission has repeatedly attempted to validate its cramped construction of Section 42-19-40 by pointing to *Blue Cross & Blue Shield v. South Carolina Industrial Commission*, 274 S.C. 204, 262 S.E.2d 35 (1980). *Blue Cross* does not inform the issues of this case because the question presented there was whether a third-party insurer would be allowed to intervene in pending workers' compensation cases. *Id.* at 207, 262 S.E.2d at 37. This is not the situation presented here, as WestPoint Home is not attempting to intervene in any claimant's case—and there are no such claimants in any event.

Likewise, the *Blue Cross* Court held that an insurer was not permitted "mass discovery" of workers' compensation claims files, but it expressly noted that its ruling did not reach "the question of the right of Blue Cross to discover Commission records in a civil action to which it is a party." *Id.* at 208, 262 S.E.2d at 38. Because that is the situation here—WestPoint Home is a party to civil litigation where it seeks information from the Commission—*Blue Cross* in no way supports prohibiting WestPoint from receiving information. The Court should reconsider and reverse its reliance on *Blue Cross* accordingly.

Avoid an Absurd Result. South Carolina law is clear that courts are "constrained to avoid an absurd result" when construing statutes. *S.C. Tax Comm'n v. Gaston Copper Recycling*

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Corp., 316 S.C. 163, 168, 447 S.E.2d 843, 846 (1994). However, that is precisely what results from the agency's argument, which the Court adopted in its Order. In the agency's view, it is allowed to sweep nearly $2 million out of an account, refuse to tell the depositor anything about how that money has been spent, and insist that only a company that does not even exist anymore is the only entity that can ever learn how that money was spent. That is absurd, and it is certainly not compelled by South Carolina statutory or case law. The Court should reconsider its Order.

Entitlement to Funds is Not Ripe for Decision. Pages 6 through 8 of the Order state that WestPoint Home's entitlement to "excess security" is "premature." Respectfully, the "entitlement to funds" issue was Issue 2 of this case, which the parties have not yet addressed, and which has not been fully briefed or argued. WestPoint Home believes that this discussion in the Order is mistaken and should be removed from the Order because, by agreement of the parties and prior order of the Court, this issue has not yet been fully addressed through motions practice or evidentiary submissions.

Exploring Alternative Security. On Page 8 of the Order, and in Footnotes 2 and 3, the Court indicates that it wishes to engage in discussions with the parties regarding "alternative methods to reach the objectives sought by the parties." This is exactly what WestPoint Home desired over six years ago when its then-General Counsel reached out to the Commission seeking information needed to identify a new way to secure against future claims from WestPoint Stevens's former employees. He did so via letter dated February 22, 2013, which was Exhibit H to WestPoint Home's motion for summary judgment. That letter, as well as every communication since, has been met with stonewalling, obfuscation, and refusal to provide any bit of data that would help advance this situation. As noted above, WestPoint Home still has no idea how much of its nearly-$2 million deposit remains in the state's custody.

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WestPoint Home respectfully believes that the only way to efficiently advance this situation is for the Court to vacate its earlier Order and enter an order directing the Commission to produce the information requested so that an actuarial study can be undertaken to identify what security is needed for potential future claims. If the Commission is truly concerned about the requested data being publicly disclosed, the Court should simply enter a confidentiality order. WestPoint Home has been up front about its desire to enter a confidentiality order here, and has even submitted a proposed order.

But until the Court orders the Commission to cooperate and disclose information, WestPoint Home does not believe the agency will do anything but continue to obstruct resolution. The Order should be reconsidered accordingly.

CONCLUSION

For the reasons explained above, as well as in WestPoint Home's prior submissions and arguments, WestPoint Home respectfully requests that the Court reconsider its Order granting the Commission's motion for summary judgment. That Order does not appear to require the Commission to achieve the goals that the Court communicated in its email correspondence with the parties, and WestPoint Home would welcome a hearing or status conference to discuss this matter further with the Court.

Signature Page Attached

Respectfully submitted,

WOMBLE BOND DICKINSON (US) LLP

By:/s/ M. Todd Carroll
South Carolina Bar 74000
todd.carroll@wbd-us.com
1221 Main Street, Suite 1600
Columbia, South Carolina 29201
(803) 454-6504

LAW OFFICES OF HERBERT BEIGEL

Herbert Beigel
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5641 N. Chieftan Trail
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Admitted Pro Hac Vice

Attorneys for WestPoint Home, LLC

May 6, 2019

ELECTRONICALLY FILED - 2019 May 06 1:38 PM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

ELECTRONICALLY FILED - 2019 May 06 1:38 PM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

CERTIFICATE OF SERVICE

I, the undersigned Attorney of the law offices of Womble Bond Dickinson (US) LLP, attorneys for WestPoint Home, LLC, do hereby certify that I have served all parties in this action with a copy of the pleading(s) hereinbelow specified through the Court's electronic case filing system:

Pleading(s): WestPoint Home's Motion to Alter or Amend Order

Parties Served: T. Parkin Hunter
Jared Q. Libet
Office of the South Carolina Attorney General
P.O. Box 11549
Columbia, SC 29211

By: /s/ M. Todd Carroll

May 6, 2019

ELECTRONICALLY FILED - 2019 Jun 06 7:29 AM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

STATE OF SOUTH CAROLINA	)	
	)	
COUNTY OF RICHLAND	)	Civil Action Number 2014-CP-40-2496
	)	
South Carolina Workers' Compensation Commission,	)	
	)	**The South Carolina Workers' Compensation Commission's response to WestPoint Home, LLC's Motion to Alter or Amend Order**
Plaintiff,	)	
	)	
vs	)	
	)	
WestPoint Home, LLC.	)	
	)	
Defendant.	)	
	)	

The South Carolina Workers' Compensation Commission (the "Commission") files this response to the Motion to Alter or Amend Order dated May 6, 2019, to amend Judge Lee's order filed April 26, 2019. The Commission believes that the Order is the legally correct ruling and should not be modified. WestPoint has no relationship to this matter other than as an asset purchaser from the bankruptcy of the former JP Stevens, Inc. and has repeatedly taken the position through its attorney that WestPoint has no further obligations with regard to any possible future health care claims of any former Stevens workers. The only funds available for any future industrial disease claims are those funds being held by the South Carolina Treasurer, which may or may not be adequate. Yet, WestPoint seeks to receive information for the sole purpose of reducing ultimately those funds. Any reduction of the funds will unnecessarily increase the risk to potential future claimants.

The Order, as written, provides the maximum protection for possible future claims. The funds are cash equivalents under the control of the South Carolina Treasurer. The funds were withdrawn from the drawdown of a letter of credit posted by Bank of America. Assuming any

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funds might ultimately be found excessive after there are no longer any possible industrial disease claims, they would be returned to Bank of America, not WestPoint.

The essence of this is recited in this paragraph of the Order:

> WestPoint may have standing to receive any residual funds from the letter of credit proceeds. At this point however, any rights to "excess security" are premature. As set forth by the Commission in this case, the two year statute of limitations on claims relating to occupational illnesses or diseases begins to run when the employee receives notice of a definitive diagnosis of an occupational disease. S.C. Code Ann. § 42-15-40. This statute acts as the period of repose until the time period for the filing of any such claim has been extinguished, WestPoint is not entitled to any "excess security". WestPoint may have an interest, to be determined, at a later time. This Court understands that WestPoint is not seeking access to any funds at this point.

The Commission also believes the Court was correct in the Order when it held that "However, based upon the information as requested by WestPoint, it has not established its right to inspect the records under Section 42-19-40.3"

As to Footnote 3 of the Order, which states: "Despite numerous conference calls with the attorneys on behalf of the parties, there have been no discussions with the Court about alternative methods to reach the objectives sought by the parties. This Court remains open to any such discussions." The Commission is bound by the confidentiality requirements of South Carolina law and simply cannot disclose protected information to a mere asset purchaser who has disavowed throughout this litigation any responsibility to the former Stevens workers. In the Commission's view, an assumption of that responsibility by WestPoint is a prerequisite to discussing the status of available funds, but the Commission is happy to have this conversation with WestPoint or with the Court at any time.

In conclusion, the Commission believes the Order should stand as drafted. The defendants may pursue an appeal if they wish. The Commission, absent an order to do so, simply cannot do anything that would possibly compromise future worker claims.

Respectfully submitted,

Jared Q. Libet
Assistant Deputy Attorney General

T. Parkin Hunter
Senior Assistant Attorney General
P.O. Box 11549
Columbia, SC 29211
(803)734-3680

By: S/ T. Parkin Hunter
SC Bar No. 2827

June 6, 2019

Columbia, South Carolina

ELECTRONICALLY FILED - 2019 Jun 06 7:29 AM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

ELECTRONICALLY FILED - 2019 Sep 13 11:25 AM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
South Carolina Workers' Compensation Commission,	)	Civil Action No. 2014-CP-40-2496
Plaintiff,	)	
vs.	)	SUPPLEMENTAL MEMORANDUM IN SUPPORT OF MOTION TO ALTER OR AMEND ORDER
WestPoint Home, LLC,	)	
Defendant.	)	

During an August 20, 2019 status conference, the Court invited supplemental briefing regarding the parties' respective positions concerning the state of the case in light of the Commission's recent disclosure of information that it had previously insisted was strictly confidential and could not, under any circumstances, be revealed to WestPoint Home.

Respectfully, the rest of this case can be efficiently resolved, as the agency has now waived any objection to providing data to WestPoint Home. To be clear, the requested data would not identify the name of any claimant or disclose his personal or medical information, but instead would simply disclose the nature of the claim and its resolution, data that is of the same character as other information that the Commission has already furnished on a confidential basis pursuant to the Court's July 3rd Order.

BACKGROUND

On July 3, 2019, the Court ordered the Commission—over the agency's objection—to disclose "[t]he number of open health care claims currently asserted against" the $1.8 million of collateral that WestPoint Home deposited to secure workers' compensation claims, and "[t]he amount of the funds that remain" in the state's custody from that initial $1.8 million deposit. (July

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3rd Order at 2.) In so doing, the Court rejected the agency's argument "that the applicable South Carolina statutes and regulations prohibit such disclosure to anyone other than an employer." (*Id.*) The Court further explained that it does "not read the cited statutes and regulations as strictly as the Commission," and it directed WestPoint Home to "maintain the confidentiality of these disclosures from the general public" to ensure that the requested information was not generally made available to the public. (*Id.* at 2–3.)

Even though the July 3rd Order effectively granted partial summary judgment to WestPoint Home regarding Issue 1 in the case—that is, WestPoint Home's entitlement to learn information regarding how its $1.8 million collateral deposit has been used by the state—the Commission did not appeal that ruling, nor did it seek reconsideration. Instead, on July 16, 2019, the Commission disclosed to WestPoint Home the information as instructed. A redacted copy of that disclosure is attached as Exhibit A.

WestPoint Home reported to the Court via email on August 6, 2019, that the agency had complied with the July 3rd Order instructing it to disclose previously-withheld information regarding the claims and payments associated with the $1.8 million deposit. WestPoint Home further requested a status conference for the purposes of plotting out the case's next steps to bring it to an orderly resolution. A copy of that correspondence is attached as Exhibit B.

The Court convened a telephonic status conference with the parties on August 20, 2019. During that conference, WestPoint Home explained that, in light of the agency's disclosures, the overwhelming majority of the $1.8 million collateral remained unused after being on deposit with the state ***for over 14 years***. (*See* Commission's Reply to Counterclaim ¶ 32 (conceding that "the Commission admits that it drew upon the letter of credit in the full amount on August 17, 2005").) And, with no open claims that could draw down the deposit further (as the Commission has

confirmed several times during conferences with the Court without any confidentiality concerns), the natural way to resolve this matter is for the Commission to provide a loss-run report to WestPoint Home regarding the presumably small set of claims that the agency has paid with the collateral. With that information, the parties can perform an actuarial analysis to determine how much collateral or insurance, if any, is needed to secure potential future claims.

WestPoint Home offered to receive this information subject to the same confidentiality terms that the Court previously ordered. It also offered to allow the agency to redact all personally-identifying information from any such report so that there would not be any possible objection from the Commission regarding disclosing the backup information that supports its earlier disclosures.

Despite WestPoint's concessions, the Commission objected to disclosing anything further, asserting the exact same argument that the Court expressly rejected in its unappealed, unchallenged July 3rd Order. The Court concluded the status conference by requesting that the parties submit supplemental briefing.

ARGUMENT

The Commission objected from the case's outset that disclosing any data to WestPoint Home would somehow violate South Carolina Code § 42-19-40, but the Court squarely, and rightly, rejected that argument in its July 3rd Order. The agency then complied with that order and disclosed both (a) the amount of the $1.8 million collateral that remains with the state and (b) the fact that there are no pending claims that will draw the collateral down further. By complying with the July 3rd Order, the Commission has waived any argument that WestPoint Home must be shielded from learning anything regarding how its $1.8 million collateral deposit has been spent.

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WestPoint Home's entitlement to receive information regarding how its collateral has been used is now the law of the case and not subject to further dispute. *See, e.g.*, *Davis v. Parkview Apartments*, 409 S.C. 266, 281, 762 S.E.2d 535, 543 (2014) (holding that by "continu[ing] to accept the circuit court's formulation of discovery," the appellant was bound by the circuit court's rulings pursuant to the law-of-the-case doctrine); *Knight Publ'g Co. v. Univ. of S.C.*, 295 S.C. 31, 32, 367 S.E.2d 20, 21 (1988) (holding that an order instructing the production of public records is immediately appealable because the disclosure of those records would ultimately "determine[] the action and prevent[] an appealable judgment"); *Ex parte Whetstone*, 289 S.C. 580, 580, 347 S.E.2d 881, 881–82 (1986) (holding that complying with a discovery order "waive[s] any right to challenge it on appeal").

And even if it were not the law of the case, the agency is patently wrong. Since filing this case over five years ago, the Commission has repeatedly pretended that South Carolina Code § 42-19-40 creates an ironclad bar to disclosure of any information held by the agency. It does no such thing.

This statute specifically says that the agency may disclose "records" regarding "accidents, injuries, and settlements" to "parties satisfying the commission of their interest in such records and of the right to inspect them." S.C. Code Ann. § 42-19-40. WestPoint Home undoubtedly meets this standard.

Because WestPoint Home posted the collateral that was used to pay the very claims for which it seeks a loss-run report, it certainly has an "interest in such records."

Because Bankruptcy Judge Drain has ordered that WestPoint Home is entitled to acquire *inter alia*:

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(1) "all cash and cash equivalents" (Asset Purchase Agreement § 2.1(b)(i), at 14);

(2) "all Documents"—which are defined to include all of WestPoint Stevens's regulatory filings, among others—"that are used in, held for use in or intended to be used in, or that relate to, the Business or the assets or the properties of the Sellers" with the exception of a handful of irrelevant corporate records (*id.* § 2.1(b)(xi), at 15–16); and

(3) the "right to receive back any portion" of its collateral deposit (*id.* § 3.1(a), at 22),

WestPoint Home certainly has a "right to inspect" those records. *See McNaughton-McKay Elec. Co. v. Andrich*, 324 S.C. 275, 280–81, 482 S.E.2d 564, 567 (Ct. App. 1997) (acknowledging that bankruptcy court orders must be given full faith and credit).

Accordingly, assuming *arguendo* that Section 42-19-40 even applies here—it does not, because WestPoint Home is not seeking records from individual workers' compensation cases or to intervene as a third party into an ongoing claim, which is the only restriction on disclosure that a court has ever placed on this statute, *Blue Cross & Blue Shield v. S.C. Indus. Comm'n*, 274 S.C. 204, 207, 262 S.E.2d 35, 37 (1980)—there is no way that the agency can use that statute to shield itself from providing a loss-run report to WestPoint Home. This is particularly so when WestPoint Home has offered to receive the report anonymously and to keep it confidential from public consumption, just as the Court included in its July 3rd Order.

To argue otherwise would create an absurd outcome that the only entity that could ever see the requested information is WestPoint Stevens, which did not post the $1.8 million that has been used to pay claims, and which does not even exist anymore (and has not existed for over a decade). The Court should reject the agency's argument that leads to such an "absurd result," and which also perpetuates this litigation indefinitely. *S.C. Tax Comm'n v. Gaston Copper Recycling Corp.*, 316 S.C. 163, 168, 447 S.E.2d 843, 846 (1994).

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CONCLUSION

At bottom, WestPoint Home is only interested in driving this case towards resolution. Its motion to reconsider the Court's earlier summary judgment ruling remains pending, but the Court has partially granted that motion with its July 3rd Order. That decision and the Commission's compliance with it have significantly advanced this case forward.

Now, the Court has conclusively rejected the Commission's oft-repeated objection to disclosing information to WestPoint Home about how the agency has spent WestPoint Home's collateral deposit. And that ruling has become the law of the case.

The natural next step to resolve this entire dispute is to order the Commission to provide WestPoint Home with a loss-run report that discloses in summary fashion the claims that the agency has resolved with WestPoint Home's collateral, which would be nothing more than the backup data to support the information that the agency has already disclosed pursuant to the July 3rd Order. From there, an actuarial analysis would reveal how much security, if any, would be needed for potential future claims, and then the parties can come to an agreement regarding what form that security should take—a portion of the remaining collateral, an insurance policy, a letter of credit, or something else.

For these reasons, as well as those discussed in WestPoint Home's motion to reconsider and during the parties' recent status conference, WestPoint Home respectfully requests that the Court grant WestPoint Home's motion to reconsider, vacate its earlier summary judgment ruling to the extent that the Court has not already done so with its July 3rd Order, and direct the Commission to disclose the information discussed herein—on a confidential basis—so that the case can continue towards resolution.

Respectfully submitted,

WOMBLE BOND DICKINSON (US) LLP

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South Carolina Bar 74000
todd.carroll@wbd-us.com
1221 Main Street, Suite 1600
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(803) 454-6504

LAW OFFICES OF HERBERT BEIGEL

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Attorneys for WestPoint Home, LLC

September 13, 2019

ELECTRONICALLY FILED - 2019 Sep 13 11:25 AM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
South Carolina Workers' Compensation Commission,	)	Civil Action No. 2014-CP-40-24096
Plaintiff,	)	Disclosure Pursuant to Order entered July 3, 2019
vs.	)	**CONFIDENTIAL NOT TO BE FILED WITH THE COURT UNLESS UNDER SEAL**
WestPoint Home, LLC,	)	
Defendant.	)	

An Order pertaining to the Disclosure of Existence of Open Claims, Account Balance, and Confidentiality was entered in this matter on July 3, 2019. The operative terms of the Order are that:

> [T]he Commission [South Carolina Workers' Compensation Commission], pursuant to S.C. Code Regulation 67-1515 and S.C. Code Ann § 42-19-40, shall disclose the following to WestPoint Home within 20 days following entry of this Order:
>
> 1. The number of open health care claims currently asserted against the above described funds [Described in the Order] being held by the Treasurer.
>
> 2. The amount of the funds that remain.

Pursuant to the terms of the Order, the Commission hereby discloses that:

> 1. To the knowledge of the Commission, there are [redacted] open health care claims asserted against the above described funds at this time.
>
> 2. The balance of funds remaining on deposit with the South Carolina State Treasurer, as reported to the Commission, including accrued interest, as of June 17, 2019, at 10:52 am was $[redacted].

The Order further provides that:

> WestPoint Home will maintain the confidentiality of these disclosures from the general public. The parties shall execute appropriate Confidentiality Agreements governing disclosures to third parties necessary for this litigation, to restrict the

use of the information solely for this litigation, and require the execution of the Agreement by such third parties before disclosure of the information to them.

Should it become necessary to file this document with the Court, to prevent disclosure to the general public, the parties will mutually request that it be filed under seal.

/S/ T. Parkin Hunter

T. Parkin Hunter
Senior Assistant Attorney General
Office of the Attorney General
State of South Carolina
Columbia, SC 29211-1549
(803)734-6151

Attorney for the Commission

July 16, 2019

ELECTRONICALLY FILED - 2019 Sep 13 11:25 AM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

ELECTRONICALLY FILED - 2019 Sep 13 11:25 AM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

From: Carroll, Todd
To: "Lee, Alison Renee"; Parkin Hunter
Cc: "hbeigel@me.com"; Jared Libet
Subject: RE: WestPoint Home
Date: Tuesday, August 6, 2019 10:00:06 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Judge Lee,

We wanted to touch base with the Court to, first, let Your Honor know that the Workers' Compensation Commission has disclosed the data that the Court directed in its order from a few weeks ago; and second, request that Your Honor convene another status conference with the parties so that we discuss the next steps for this litigation in light of that disclosure. If that is agreeable with the Court, we are glad to circulate a dial-in number for the day/time that best suits the crowd. Thank you very much,

Todd

From: Lee, Alison Renee [mailto:ALeeJ@sccourts.org]
Sent: Wednesday, July 3, 2019 10:57 AM
To: Parkin Hunter <phunter@scag.gov>; Carroll, Todd <Todd.Carroll@wbd-us.com>
Cc: 'hbeigel@me.com' <hbeigel@me.com>; Jared Libet <jlibet@scag.gov>
Subject: RE: WestPoint Home

Good morning,
I have revised the order to include the execution of a confidentiality agreement. It has been electronically signed and uploaded. You should receive notice shortly.
Have a wonderful July 4 celebration. Be safe and cool.
J. Lee

From: Parkin Hunter <phunter@scag.gov>
Sent: Wednesday, July 3, 2019 9:16 AM
To: Carroll, Todd <Todd.Carroll@wbd-us.com>; Lee, Alison Renee <ALeeJ@sccourts.org>
Cc: 'hbeigel@me.com' <hbeigel@me.com>; Jared Libet <jlibet@scag.gov>
Subject: RE: WestPoint Home

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Judge Lee and Counsel:

The Workers' Compensation Commission requests this change to the proposed order in light of Mr. Carroll's letter from yesterday. At the bottom of page 1 and top of page two:

> As part of that transaction, WestPoint Home posted $1.8 million to collateralize the

letter of credit. The Commission drew down the letter of credit from Nationsbank (now Bank of America) in its entirety on August 17, 2005.

Thank you.

Parkin

T. Parkin Hunter
Senior Assistant Attorney General
Office of the Attorney General
State of South Carolina
Columbia, SC 29211-1549
(803)734-6151

From: Carroll, Todd [mailto:Todd.Carroll@wbd-us.com]
Sent: Tuesday, July 02, 2019 5:18 PM
To: Lee, Alison Renee; Parkin Hunter
Cc: 'hbeigel@me.com'; Jared Libet
Subject: RE: WestPoint Home

Judge Lee and Counsel,

Consistent with my email below, please find attached for the Court's review and consideration a slightly modified version of the proposed order that the Commission previously circulated, which accounts for the two points noted in my email below. Best regards,

Todd

From: Carroll, Todd
Sent: Tuesday, July 2, 2019 1:03 PM
To: Lee, Alison Renee; Parkin Hunter
Cc: 'hbeigel@me.com'; Jared Libet
Subject: RE: WestPoint Home

Judge Lee,

We appreciate the Commission sending the Court a draft proposed confidentiality order. WestPoint does, however, have two tweaks that we believe should be made to the proposed order: (1) confirming our client's ability to transmit the information learned from the agency to actuaries and other potential experts; and (2) correcting a factual error regarding when the agency drew down the letter of credit (the proposed order says that it happened when Stevens filed for bankruptcy in 2003, but that is incorrect—the agency drew down the letter after our client posted the money in 2005 as part of the bankruptcy court-approved asset purchase agreement).

If it is suitable with Your Honor, we would be glad to make these simple modifications and

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circulate a revised proposed order. Thank you,

Todd

From: Lee, Alison Renee [mailto:ALeeJ@sccourts.org]
Sent: Tuesday, July 2, 2019 11:49 AM
To: Carroll, Todd; Parkin Hunter
Cc: 'hbeigel@me.com'; Jared Libet
Subject: RE: WestPoint Home

Thank you.
J. Lee

From: Carroll, Todd <Todd.Carroll@wbd-us.com>
Sent: Tuesday, July 2, 2019 11:39 AM
To: Lee, Alison Renee <ALeeJ@sccourts.org>; Parkin Hunter <phunter@scag.gov>
Cc: 'hbeigel@me.com' <hbeigel@me.com>; Jared Libet <jlibet@scag.gov>
Subject: RE: WestPoint Home

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

It is attached. Best,

Todd

Todd Carroll
Partner
Womble Bond Dickinson (US) LLP

d: 803-454-7730
m: 803-446-2883
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From: Lee, Alison Renee [mailto:ALeeJ@sccourts.org]
Sent: Tuesday, July 2, 2019 11:36 AM

To: Parkin Hunter
Cc: Carroll, Todd; 'hbeigel@me.com'; Jared Libet
Subject: RE: WestPoint Home

Good morning counsel,
Please send me a copy of the letter sent by Mr. Carroll.
Thank you.

Alison Renee Lee
Circuit Court Judge
1701 Main Street, Suite 324
Post Office Box 192
Columbia, SC 29202
(803) 576-1765

From: Parkin Hunter <phunter@scag.gov>
Sent: Tuesday, July 2, 2019 10:55 AM
To: Lee, Alison Renee <ALeeJ@sccourts.org>
Cc: Todd.Carroll@wbd-us.com; 'hbeigel@me.com' <hbeigel@me.com>; Jared Libet <jlibet@scag.gov>; Lee, Alison Renee Law Clerk (Aleksander E. Ferguson) <ALeeLC@sccourts.org>
Subject: WestPoint Home

*** **EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Dear Judge Lee:

We have received the request from Todd Carroll pursuant to your order on our recent conference call with regard to providing certain information. Mr. Carroll has asked the South Carolina Workers' Compensation Commission to provide the following:

· The number of open claims that are being drawn against the $1.8 million that WestPoint Home deposited to collateralize the letter of credit at issue in this case; and

· The amount of WestPoint Home's deposit that remains.

As you are aware, the Commission is reticent to provide information in light of its interpretation of South Carolina's statutes and regulations. Regulation 67-1515 appears to give us no option short of court order:

> 67–1515. Confidentiality of Information. A. Commission records and information relating to the solvency and financial condition of an employer under the authority granted by this Chapter and the Act shall not be subject to inspection; nor shall any information be directly or indirectly divulged by the Commission except by order of a Court of competent jurisdiction. B. The Commission shall not release to the public any information concerning a self-insured or a self-insurance fund other than (1)

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confirmation that an employer is individually self-insured or is a member of a specific self-insurance fund, (2) the self-insured's or self-insurance fund's address, (3) the effective date of such insurance program, and (4) the name of the claims administrator.

S.C. Code Ann. Section 42-19-40 provides that:

> The records of the commission, in so far as they refer to accidents, injuries and settlements, shall not be open to the public, but only to parties satisfying the commission of their interest in such records and of the right to inspect them.

For this reason, I have attached a draft court order for your consideration. The draft order contains a confidentiality component which I believe is consistent with the matters discussed on the conference call. Please provide the Commission with an order and it will, of course, comply. I mean no disrespect by asking for this and am simply being cautious and believe you said you would give us an order on the call..

Also, given that the funds came from Bank of America as the obligor on a letter of credit, we do not make any concessions as to the ownership of the funds other than the contingent interests of former Stevens workers for potential health care claims and point out that, with the statute of limitations with regard to industrial diseases, it is not possible to determine all potential claims at this time.

Thank you.

Parkin

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ELECTRONICALLY FILED - 2019 Oct 10 1:52 PM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
South Carolina Workers' Compensation Commission,	)	Civil Action No. 2014-CP-40-24096
	)	
Plaintiff,	)	Response to Supplemental Memorandum in Support of Motion to Alter or Amend Order
	)	
vs.	)	
	)	
WestPoint Home, LLC,	)	
	)	
Defendant.	)	
	)	

Judge Lee entered her order in this case on April 26, 2019 (the "April 26 Order") wherein she granted the South Carolina Workers' Compensation Commission's (the "Commission") motion for summary judgement. WestPoint filed its Motion to Alter or Amend Order on May 6, 2019. Judge Lee entered her Order (Disclosure of Open Claims, Account Balances, and Confidentiality) on July 3, 2019 (the "July Order"). Pursuant to the July Order she ordered the disclosure of the following matters:

> 1. The number of open health care claims currently asserted against the above described funds being held by the Treasurer.
>
> 2. The amount of the funds that remain.

The Commission has complied with the July 3 Order.

This has been a hard fought case which was filed in April, 2014 and remains unresolved. The Commission complied with the May 6 order because it believed that an appeal would have been a frivolous, interlocutory appeal. The Commission does not believe that anyone who has participated in this case, including the matters that were heard by phone for the convenience of the parties' attorneys (one of whom lives in Arizona) and for which there are no transcriptions,

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could conclude that the Commission has waived anything. Furthermore, Judge Lee found in the July Order that:

> Further, I find that the Commission has diligently proceeded to protect this information, however, I disagree with its reading of the applicable statutes and regulations and order the disclosures set forth herein.

July Order, p.2

The Commission incorporates its previous filings in this case and believes that Judge Lee's April 26 Order was and is correct. The Commission believes that the legal arguments have been fully briefed in previous filings and elects to concentrate on the public policy reasons as to why the Commission cannot compromise in this case. The facts of this case are set forth accurately in Judge Lee's orders and are not disputed.

Public Policy Prohibits the Commission's Ability to Compromise this Case

The tone of this litigation has been that the parties should be able to work this out. The problem with this is that this is not a typical litigation where the parties can compromise their positions. The Commission is akin to a fiduciary protecting funds being held by South Carolina for the benefit of potential occupational disease victims. The Commission's duty is to protect the funds that are available to pay health insurance claims for victims of occupational diseases which have a uniquely long statute of limitations. The April 26 Order contains factual findings which have never been disputed by either party:

> WestPoint notified the Commission that it would not be responsible for any workers' compensation claims arising from any employment related to WPS and that it had purchased appropriate insurance to cover any worker employed by WestPoint effective with the transition.[1] Thus, according to WestPoint, it had no liability or responsibility for any claims arising out of a person's employment with WPS. This includes any claims for occupational illnesses or diseases suffered by WPS employees that manifest at a later point. WestPoint bases its claim of entitlement to the Records, not as an employer seeking the confidential records of its employees, to which it would be entitled under South Carolina law, but as a

[1] Note that this does not include the former WPS workers that continued employment with WestPoint.

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> successor in interest[2] as an asset purchaser of WPS having disclaimed obligations to pay future claims.

April 26 Order, p.4

These findings have not been disputed. The key is this: "WestPoint notified the Commission that it would not be responsible for any workers' compensation claims arising from any employment related to WPS . . . ." This has been WestPoint's position throughout this litigation. This means the balance from the letter of credit drawdown is the only asset to which any WPS workers that incur occupational illnesses from their employment with WPS have to cover their health costs. Further, the exclusivity provision means that any sickened employees will not have a future remedy against anyone.

> The rights and remedies granted by this Title to an employee when he and his employer have accepted the provisions of this Title, respectively, to pay and accept *compensation on account of personal injury or death by accident, shall exclude all other rights and remedies of such employee, his personal representative, parents, dependents or next of kin as against his employer, at common law or otherwise, on account of such injury, loss of service or death.*

Edens v. Bellini, 359 S.C. 433, 441, 597 S.E.2d 863, 867 (Ct. App. 2004)

> Additionally, occupational illnesses have a particularly long statute of limitations:
>
> The right to compensation under this title is barred unless a claim is filed with the commission within two years after an accident. However, **for occupational disease claims the two year period does not begin to run until the employee concerned has been diagnosed definitively as having an occupational disease and has been notified of the diagnosis.**

S.C. Code Ann. § 42-15-40. (Emphasis added).

Given the long statute of limitations which is tolled until there is a definitive diagnosis as long as any of the former WPS workers are still alive or even after death (upon a finding that the death was due to an occupation illness which may give the estate a claim), there simply is no

[2]Note that this successor interest is as an owner of property only and not as a successor operator of a going concern.

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way to compromise the balance of the dedicated funds held by the Treasurer. Though this lawsuit has not made it to a point where any sort of actuarial analysis to potentially reduce the size of the funds is being undertaken, if it ever does get to that that stage, the Commission will have to rebuff all efforts to reduce the funds. The Commission simply has no choice. It is important to note that these funds are not being held for the benefit of the State, but for the benefit of the workers should there be future claims. The Commission simply cannot make any compromise.

To reduce the security for payments for possible occupational illness breaks the covenant between worker and employer established by the workers compensation laws. This is clear from the very purposes of the Act:

> All sections of the Workers' Compensation Act must be read together to find legislative intent. Patently it was the intent of the *Legislature to assure coverage for a maximum number of employees.* The statutes prohibit employers from avoiding coverage to workers by way of subcontracting. It is also apparent that it was the intent of the Legislature to relieve those who might be potentially liable to provide compensation from tort liability.

Brittingham v. Williams Sign Erectors, Inc., 299 S.C. 259, 263, 384 S.E.2d 319, 321 (Ct. App. 1989) (emphasis added);

"Any doubts as to a worker's status are to be resolved in favor of coverage under the Act." Voss v. Ramco, Inc., 325 S.C. 560, 568, 482 S.E.2d 582, 586 (Ct. App. 1997).

Since WPS has disappeared from the world, the Commission must protect these funds for the benefits of the former WPS workers. Otherwise, the intent of the legislature "to insure coverage for a maximum number of employees" and that [a]ny doubts as to worker's status are to be resolved in favor of coverage under Workers' Compensation Act" would be prejudiced. "The exclusive remedy doctrine was enacted to balance the relative ease with which the employee can recover under the Act: the employee gets swift, sure compensation, and the employer receives immunity from tort actions by the employee." *Strickland,* 348 S.C. at

646, 560 S.E.2d at 449. The immunity is conferred not only on the direct employer, but also on co-employees. Edens v. Bellini, 359 S.C. 433, 442, 597 S.E.2d 863, 868 (Ct. App. 2004). Any reduction in the available collateral (the funds held by the Treasurer) increases the risks that future claims may not be paid and the workers get nothing in return for this reduction in risk and waiving their right to sue.

Furthermore, the enforcement of the South Carolina law with regard to disclosure may not be appealing to WestPoint; however, if a statute's language is plain, unambiguous, and conveys a clear meaning "the rules of statutory interpretation are not needed and the court has no right to impose another meaning." Buist v. Huggins, 367 S.C. 268, 276, 625 S.E.2d 636, 640 (2006). We do not sit as a super legislature to second guess the wisdom or folly of decisions of the General Assembly. As we must, we follow the law and decisions heretofore set forth in this state. Keyserling v. Beasley, 322 S.C. 83, 86, 470 S.E.2d 100, 101 (1996)

Proposed Settlement

The Commission did submit a settlement proposal pursuant to Rule 408 SCRE on May 16, 2019, that was rejected.

CONCLUSION

The Commission cannot compromise the funds held by the Treasurer at any risk to the former WPS workers. As no further information may be disclosed under either the April 26 Order or the July Order, the Commission requests a final order disposing of the cross motions for summary judgment and ending this case in the Commission's favor.

We suggest entering an order to end this case. Then, either party may proceed with appropriate appeals.

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Columbia, SC
October 10, 2019

ELECTRONICALLY FILED - 2019 Oct 10 1:52 PM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
South Carolina Workers' Compensation Commission,	)	Civil Action No. 2014-CP-40-2496
Plaintiff,	)	
vs.	)	SUPPLEMENTAL REPLY MEMORANDUM IN SUPPORT OF MOTION TO ALTER OR AMEND ORDER
WestPoint Home, LLC,	)	
Defendant.	)	

The Commission's response memorandum in no way addresses the issue before the Court. Instead of meeting the argument that the law-of-the-case doctrine is triggered by the agency's compliance with the July 3rd Order compelling it to disclose data regarding how the state has spent WestPoint Home's $1.8 million collateral deposit, the agency devotes its entire memorandum to arguing about so-called "public policy" underlying the workers' compensation scheme in general.

But that has absolutely nothing to do with the issue before the Court: WestPoint Home's entitlement to learn how its deposit has been used by the state. That is all that is before the Court at this stage, and the Commission's (1) compliance with the July 3rd Order requiring disclosure of data that the Commission has fought for five years to keep secret, and (2) failure to respond to WestPoint Home's arguments on the issue pending make it clear that WestPoint Home is entitled to review the backup data that supports the information that the agency has now disclosed. That information is key to performing an actuarial analysis to determine how much security, if any, would be needed for potential future claims, which will then allow WestPoint Home to recover the surplus, as directed by an order from the Bankruptcy Court. (Ex. B to WestPoint Home's Motion for Summary Judgment as to Entitlement to Records (Apr. 1, 2015), at § 3.1(a).)

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Accordingly, the Court should grant WestPoint Home's motion to reconsider, to the extent it has not already done so through its July 3rd Order, and direct the Commission to produce a loss-run report to WestPoint Home regarding claims paid with WestPoint Home's $1.8 million deposit. Again, WestPoint Home has no objection to this information being provided on a confidential basis, just as the agency's earlier disclosure was provided.

Finally, WestPoint Home is concerned about the agency's remarks about a supposed inability "to compromise this case." For one, that entire discussion is premature, as it does not relate in any way to WestPoint Home's entitlement to receive information, which is the only issue pending. More fundamentally, though, the agency is squarely wrong when it suggests that it must "protect the funds" in order to pay potential claims that ***may never arise*** and that have not arisen in the ***fourteen years*** since WestPoint Stevens ceased operations.

The Commission allows companies to self-insure against workers' compensation claims. WestPoint Stevens was such a self-insurer. And the agency from time to time reevaluates what collateral is necessary for self-insured companies to protect against potential claims. In fact, it did so with WestPoint Stevens.

In 1998, the agency allowed WestPoint Stevens to be a self-insurer by posting a letter of credit for $1.4 million, a number which must have been arrived at only after performing an actuarial analysis. (Ex. D to WestPoint Home's Motion for Summary Judgment as to Entitlement to Records.) In 2003, when WestPoint Stevens was in its bankruptcy proceedings, the agency reevaluated the company's circumstances and increased the security requirement to $1.8 million, again no doubt based on an actuarial analysis. (Ex. F to WestPoint Home's Motion for Summary Judgment as to Entitlement to Records.)

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As part of its acquisition of WestPoint Stevens's assets out of bankruptcy, WestPoint Home posted funds sufficient to collateralize that letter of credit, and did so with the Bankruptcy Court's affirmance that WestPoint Home would be entitled to recover the excess collateral.

Other states with which WestPoint Home has dealt on this exact fact pattern has evaluated what security is necessary to secure future claims made by workers from a company that no longer exists, and has remitted the overage to WestPoint Home. Only South Carolina has resisted, and it has done so for several years now based on arguments that find no support in the law—thus, the agency's resort to "public policy," rather than any substantive argument, in its response memorandum here.

WestPoint Home has been up front in its desire to evaluate the data underlying how its $1.8 million collateral deposit has been used so that the parties can assess how much security should remain—either through cash collateral, a substitute letter of credit, or insurance. This is exactly what actuarial science is designed to establish, and it is exactly what the Commission does with other self-insured businesses. But for reasons unknown, the agency has dug in its heels for over half a decade now with respect to WestPoint Home.

Respectfully, the Court should put an end to the Commission's posturing, instruct the agency to disclose on a confidential basis the loss-run reports regarding how it has spent WestPoint Home's collateral deposit, and direct the parties to engage in a good-faith negotiation regarding what form and amount of security is necessary going forward.

Signature Page Attached

Respectfully submitted,

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ELECTRONICALLY FILED - 2021 Mar 08 2:07 PM - RICHLAND - COMMON PLEAS - CASE#2014CP4002496

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND	)	IN THE COURT OF COMMON PLEAS FIFTH JUDICIAL CIRCUIT
South Carolina Workers' Compensation Commission, Plaintiff, vs. WestPoint Home, LLC, Defendant.	)	Civil Action No. 2014-CP-40-24096 **MOTION FOR A PROTECTIVE ORDER**

Under SCRCP 26(c), Plaintiff South Carolina Workers' Compensation Commission (the "Commission") moves for a protective order staying further discovery and limiting the scope of the deposition of the Commission's Rule 30(b)(6) designee.

On December 3, 2020, Defendant WestPoint Home, LLC ("WestPoint") served on the Commission a Notice of Deposition. That deposition is currently scheduled for March 18, 2021; however, the Commission objects to going forward with the deposition until an order has been issued regarding this motion for a protective order. Attached to the Notice was an exhibit living several matters which Defendant intends to inquire about, to wit:

> 1. The Commission's process(es) for permitting WestPoint Stevens to be a self-insured business and for establishing the various letters of credit WestPoint Stevens was required to post as a self-insured business.
>
> 2. The Commission's decision to withdraw the entirety of funds that WestPoint Home deposited to collateralize WestPoint Stevens's final letter of credit with the Commission.
>
> 3. The Commission's relationship and communications with Key Risk.
>
> 4. How the funds that WestPoint Home deposited have been utilized, including, but not limited to, how much has been spent, how it was spent, when it was spent, who determined how much would be paid on each claim, how the amount paid for each claim was determined, how much of the deposit remains, and how much interest has been collected on that deposit while it has been in the State's custody.

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5. Any workers' compensation claims for latent illnesses that have been made by former WestPoint Stevens employees since January 1, 2006.

6. Any actuarial reports or studies that the Commission has investigated, prepared, conducted, or drafted regarding WestPoint Stevens or WestPoint Home.

7. Any allegations in any pleading filed by the Commission.

On April 26, 2019, the Court entered an Order granting summary judgment for the Commission on Issue (1), whether WestPoint is entitled to certain records. That Order is subject to a Motion to Alter or Amend, which as of the date of this filing has not been ruled on. On March 8, 2021, the Commission filed a Motion for Summary Judgment regarding Issue (2), whether WestPoint is entitled to the certain money in the custody of the State Treasurer.

First, the Commission moves for a stay of discovery in this matter pending the resolution of WestPoint's Motion to Alter or Amend, filed May 6, 2019, and the Commission's Motion for Summary Judgment, filed March 8, 2021. Secondly, the Commission hereby objects to any questions relating to matters 1, 2, 4, and 5 and moves this Court for a protective order so limiting the scope of the deposition.[1]

Argument

Discovery is not timely at this point in the litigation, and all of the topics which the Commission objects to are confidential pursuant to South Carolina law or were addressed by this Court's April 26, 2019, Order, in which the Court held that WestPoint Homes is not WestPoint Stevens and is therefore not entitled to certain records from the Commission. Therefore, the Commission moves for a protective order staying the subject deposition and limiting its scope.

[1] The arguments made in this Motion are not intended to constitute a waiver of the Commission's ability to raise additional objections during the deposition itself.

Also, by way of this Motion, the Commission wishes to inform Defendant that there are no materials responsive to Matter 6.

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A. Discovery Should be Stayed Because There are Pending Dispositive Motions.

As of the date of this filing, WestPoint's Motion to Alter or Amend, filed May 6, 2019, and the Commission's Motion for Summary Judgment, filed March 8, 2021, are still pending. The resolution of either of these motions in favor of the Commission would dispose of this entire case, without the need for further discovery. Judicial economy and the obligation of courts to protect litigants from burdensome discover therefore support staying the subject deposition.

This Court has authority to grant this Motion under Rule 26(c)(1), which allows courts to direct that discovery not be had for reasons that include undue burden. In particular, in *In Re Estate of Brown*, 424 S.C. 589, 603, 818 S.E.2d 770, 778 (Ct. App. 2018), reh'g denied (Oct. 10, 2018), rev'd *sub nom* [on other grounds], the Court of Appeals ruled that the "trial court did not err in staying discovery pending the decision on Respondent's motion for summary judgment." Subjecting the Commission to a deposition would be burdensome, especially in light of this Court's April 26, 2019, Order, which ruled in the Commission's favor, and the Commission's pending Motion for Summary Judgment.

The Commission respectfully requests that this Court stay discovery until ruling on the pending motions. Further, the Commission respectfully requests that the Court hold in abeyance or extend the deadline for the scheduled deposition while this Court considers this Motion.

B. Matters 1 ("The Commission's process(es) for permitting WestPoint Stevens to be a self-insured business") and 2 ("The Commission's decision to withdraw the entirety of funds that WestPoint Home deposited to collateralize WestPoint Stevens's final letter of credit with the Commission.") are Confidential

Pursuant to the South Carolina Code of Regulations information regarding a self-insured company is strictly confidential. Regulation 67-1515 states:

> A. Commission records and information relating to the solvency and financial condition of an employer under the authority granted by this Chapter and the Act shall not be subject to inspection; nor shall any information be

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directly or indirectly divulged by the Commission except by order of a Court of competent jurisdiction.

B. The Commission shall not release to the public any information concerning a self-insured or a self-insurance fund other than (1) confirmation that an employer is individually self-insured or is a member of a specific self-insurance fund, (2) the self-insured's or self-insurance fund's address, (3) the effective date of such insurance program, and (4) the name of the claims administrator.

S.C. Code Regs. 67-1515. As this Court held in its April 26, 2019, Order, WestPoint Homes is not West Point Stevens. As such, the information sought under Matters 1 and 2 is protected from disclosure under Regulation 67-1515. In its April 26, 2019, Order, the Court stated:

> The statues allows access "only to parties satisfying the commission of their interest in such records and of the right to inspect them." . . . . Under the statute, the term "parties" has been interpreted to allow only employers and employees to obtain such information. "Nowhere in the Act is there a provision to allow any party, other than the employee and the employer to participate, except in the case of death or direct involvement of the employer's Workmen's Compensation carrier. WestPoint does not fit this narrow definition of a "party" to the worker's compensation claims covered by WPS.

Order at 5. The Court's prior ruling directly precludes Defendant from obtaining this information from the Commission.

Therefore, the Commission seeks a limiting instruction preventing Defendant from asking any questions during the deposition beyond those allowed by Reg. 67-1515, namely, "(1) confirmation that an employer is individually self-insured or is a member of a specific self-insurance fund, (2) the self-insured's or self-insurance fund's address, (3) the effective date of such insurance program, and (4) the name of the claims administrator."

C. Matters 4 ("How the funds that WestPoint Home deposited have been utilized") and 5 ("Any workers' compensation claims . . . made by former WestPoint Stevens") are Also Confidential

South Carolina Code of Laws provides that information such as this is strictly confidential. Section 42-19-40 provides, "The records of the commission, in so far as they refer

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to accidents, injuries and settlements, shall not be open to the public, but only to parties satisfying the commission of their interest in such records and of the right to inspect them." Information sought under these matters directly pertains to accidents, injuries, and settlements and is therefore protected from disclosure by Section 42-19-40. Furthermore, the Court addressed this this in its April 26, 2019, Order when it stated:

> The statues allows access "only to parties satisfying the commission of their interest in such records and of the right to inspect them." . . . . Under the statute, the term "parties" has been interpreted to allow only employers and employees to obtain such information. "Nowhere in the Act is there a provision to allow any party, other than the employee and the employer to participate, except in the case of death or direct involvement of the employer's Workmen's Compensation carrier. WestPoint does not fit this narrow definition of a "party" to the worker's compensation claims covered by WPS.

Order at 5. The Court's subsequent Order on July 3, 2019, does nothing to amend or alter this original finding. Therefore, the Commission moves for a limiting instruction excluding questions pertaining to matters 4 and 5.[2]

Conclusion

Additional discovery in this matter would be untimely and burdensome. As a result, the Commission seeks a protective order staying further discovery until the resolution of the pending dispositive motions, specifically WestPoint's Motion to Alter or Amend, filed May 6, 2019, and the Commission's Motion for Summary Judgment, filed March 8, 2021. Furthermore, to the extent discovery is ever proper in this case, the Commission hereby requests for a protective

[2] To the extent that WestPoint is seeking information regarding the location, protection, and maintenance of the funds, the Commission does not object to questions regarding these matters and hereby certifies the money is being held by the State Treasurer in accordance with the relevant regulations.

order limiting the scope of the noticed deposition by limiting questions regarding matters 1, 2, 4, and 5, as described above.[3]

RULE 11, SCRCP CERTIFICATION:

Undersigned counsel has consulted with counsel for Defendant about this motion and attempted in good faith to resolve the matter contained in the motion; However, the parties were unable to resolve the matter.

[Signature page to follow]

[3] The Commission has described various objectionable information sought by WestPoint. In light of these requests, the Commission would welcome not only an order excluding those topics but a broader order specifying only those topics into which WestPoint may inquire.

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MARCH 8, 2021.
COLUMBIA, SOUTH CAROLINA.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
South Carolina Workers' Compensation Commission,	)	Civil Action No. 2014-CP-40-2496
Plaintiff,	)	
vs.	)	[AMENDED PROPOSED] ORDER
WestPoint Home, LLC,	)	
Defendant.	)	

This matter came before the Court for a bench trial on August 31, 2022. Based on the testimony and evidence presented during trial, and in consideration of the law governing this dispute, the Court finds and orders as follows:

BACKGROUND

This case involves a dispute about entitlement to funds that WestPoint Home, LLC ("WestPoint Home"), deposited in conjunction with its purchase of certain assets of the former WestPoint Stevens, Inc. ("WestPoint Stevens"), out of bankruptcy proceedings in the Southern District of New York.

As explained below, WestPoint Stevens was a self-insured employer for purposes of workers' compensation liabilities in South Carolina. At the time WestPoint Home purchased assets out of bankruptcy in 2005, it deposited $1.8 million with Bank of America to fund a letter of credit that WestPoint Stevens held to secure payment of potential workers' compensation liabilities in South Carolina. The South Carolina Workers' Compensation Commission ("Commission") promptly and wrongfully withdrew the entirety of that $1.8 million deposit and transferred it to an account with the South Carolina Treasurer's Office.

The Commission still holds $1,730,565.36 in that account and has not made a payment from that deposit since 2008. WestPoint Home contends that it is entitled to recover the remainder of its deposit, along with any earnings on that deposit and prejudgment interest that has accrued in the period it has been deprived of the use of those funds. The Commission contends that it is entitled to keep the deposit in whole, and essentially in perpetuity.

PROCEDURAL HISTORY

The interactions between the parties regarding WestPoint Home's deposit began with a phone call in 2012, and then with a follow-up letter on February 22, 2013, in which WestPoint Home's then-General Counsel wrote to the Commission seeking certain information as part of an overall goal for "a reduction in the Security Amount held by the State." (Ex. 20, Letter from Fundler to Commission (Feb. 22, 2013).)[1]

It took the Commission seven months to respond to the letter. When it did, the Commission stated that it was "unable to release the information you have requested." (Ex. 21, Letter from Roberts to Fundler (Sept. 10, 2013).)

WestPoint Home responded by explaining that its money was being used to pay claims for former WestPoint Stevens employees, that it has a reversionary interest in the remainder of its deposit pursuant to an order of the bankruptcy court, and that the repose period for any additional claims has closed. (Ex. 22, Letter from Fundler to Roberts (Oct. 15, 2013).)

The Commission wrote back that it still would not provide any of the requested information to WestPoint Home. (Ex. 23, Letter from Roberts to Fundler (Nov. 19, 2013).)

To resolve the impasse, the Commission commenced this case on April 17, 2014, and sought declaratory relief regarding whether WestPoint Home was entitled to receive the

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[1] All references are to the exhibits the parties jointly admitted at trial.

information it had requested through the letters previously exchanged, arguing that the information was strictly confidential and could not be disclosed outside of the agency. (Ex. 1, Compl.) WestPoint Home responded with a counterclaim seeking a declaration that it is entitled to receive both the requested information and "all monies owed and improperly retained by the State." (Ex. 2, Ans. & Am. Countercl.) It amended its counterclaim, with permission from the Court, to also seek pre- and post-judgment interest. (*Id.*)

The parties jointly moved to have this case referred to the Business Court, and they agreed to bifurcate the case into two issues: (1) "Whether Defendant is entitled to access certain records and information maintained by Plaintiff," and (2) "Whether Defendant is entitled to recover certain monies that are currently in the custody of the State of South Carolina." (Consent Scheduling Order (Dec. 11, 2014).)

The parties briefed Issue 1, and the Court initially granted summary judgment in the Commission's favor on that issue. (Order (Apr. 26, 2019).) WestPoint Home timely sought reconsideration of that ruling, and after briefing and a status conference, the Court issued an order requiring the Commission to disclose two pieces of information to WestPoint Home: (1) "The number of open health care claims currently asserted against the above-described funds being held by the Treasurer [*i.e.*, WestPoint Home's deposit]"; and (2) "The amount of the funds that remain." (Order (July 3, 2019).)

The Commission complied with the Court's instruction to disclose these data points, and its disclosure was revealing. The agency still held the bulk of WestPoint Home's deposit, and there were no open claims.

With this new information, WestPoint Home supplemented its arguments regarding reconsideration and asked the Court to require the Commission to produce a loss-run report

showing how the agency has paid claims using WestPoint Home's deposit, and then to perform "an actuarial analysis to determine how much security, if any, would be needed for potential future claims." (Supp. Mem. at 6 (Sept. 13, 2019).)

The Commission again opposed any additional disclosure, and again argued that it was prohibited by South Carolina law from disclosing any information about how the deposit had been spent. (Resp. Mem. (Oct. 10, 2019).)

The Court held a hearing on October 18, 2019, regarding the access-to-records issue. During that hearing, the Commission revealed for the first time that the data sought by WestPoint Home was actually in the custody of Key Risk, a third-party administrator that handled and adjusted claims for the Commission.

Following that disclosure, WestPoint Home subpoenaed records from Key Risk, without objection by the Commission. Key Risk complied with the subpoena and produced records showing that the last payment made on any workers' compensation claim from a former WestPoint Stevens employee was a $45.41 payment to the Turner Padget Graham & Laney law firm on May 7, 2008. (Ex. 31, Key Risk WestPoint Payments Spreadsheet, at Claim Ending 7445.)

WestPoint Home then sought to depose the Commission through a Rule 30(b)(6) witness regarding the information it received from Key Risk. The Commission moved for a protective order and sought to quash the deposition. (Mot. for Protective Order (Mar. 8, 2021).) The Court denied that motion, held that the Commission should comply with its discovery obligations, and concluded its order by noting that the disclosure of information from Key Risk without objection from the Commission effectively resulted in WestPoint Home's prior motion to reconsider being granted. (Order Denying Mot. for Protective Order (Nov. 16, 2021).)

Following that order, the Commission produced records that revealed the agency has its own actuarial formula for calculating the amount of surety it requires of self-insured employers. (Ex. 9, Letter from Commission to WestPoint Stevens (July 14, 1997).) Under that actuarial formula, WestPoint Home should have recovered the balance being held in 2012.

After WestPoint Home deposed the Commission, discovery closed and the Court scheduled a trial of this matter. The trial took place on August 31, 2022, in Richland County. Upon review of the full record and the relevant law, the Court agrees with WestPoint Home and finds as follows:

FINDINGS OF FACT[2]

I. WestPoint Stevens's History with the Workers' Compensation Commission

1. WestPoint Stevens was a textile manufacturer with facilities in South Carolina.

2. WestPoint Stevens was initially known as WestPoint Pepperell. On May 6, 1988, WestPoint Pepperell acquired four plants from J.P. Stevens, the merger of which became WestPoint Stevens: Abbeville, Calhoun Falls, Clemson, and Seneca. (Ex. 5, Letter from WestPoint Pepperell to Commission, at 2 (Aug. 28, 1989).)

3. Prior to that acquisition, the employees at these J.P. Stevens plants were insured for workers' compensation claims through private insurance, and injuries to J.P. Stevens employees that occurred prior to that acquisition continued to be covered by insurance. (Ex. 6, Commission Internal Database Screenshot.) WestPoint Pepperell, on the other hand, was self-insured for purposes of workers' compensation claims. The combined company eventually became known as WestPoint Stevens, and WestPoint Stevens was a self-insured employer for workers'

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[2] To the extent any finding of fact listed herein indicates it is a conclusion of law, it shall be treated as such. And to the extent any conclusion of law indicates it is a finding of fact, it shall be treated as such.

compensation purposes. (Ex. 5, Letter from WestPoint Pepperell to Commission, at 1 (Aug. 28, 1989).)

4. The South Carolina Workers' Compensation Commission requires companies that self-insure for workers' compensation claims to provide sufficient surety for potential claims. The Commission does not have any actuaries on staff. (Trial Tr. 41:15–17 (testimony of Mr. Cannon).) Instead, the agency uses the following actuarial formula for calculating the surety requirement:

- The average annual claims paid for the last three years,
- Multiplied by a factor of 1.5, and then
- Rounded to the next highest $50,000

(Ex. 9, Letter from Commission to WestPoint Stevens (July 14, 1997); Trial Tr. 41:21–42:13 (testimony of Mr. Cannon).)

5. Gary Cannon, the Commission's Executive Director, testified that the agency's actuarial formula for calculating the surety amount is the same for bankrupt and non-bankrupt companies. (Trial Tr. 78:7–19 (testimony of Mr. Cannon).) The Commission's actuarial formula is specifically designed to set a surety "at a level sufficient to pay all claims in the event of an insolvency." (Ex. 9, Letter from Commission to WestPoint Stevens, at 1 (July 14, 1997); Trial Tr. 43:1–10 (testimony of Mr. Cannon).)

6. In 1997, the Commission's actuarial formula yielded a surety requirement of $1.4 million for WestPoint Stevens. (Ex. 9, Letter from Commission to WestPoint Stevens (July 14, 1997).) WestPoint Stevens and the Commission entered into a "Memorandum of Understanding" that allowed WestPoint Stevens to post a letter of credit in that amount with NationsBank to secure payment for potential workers' compensation claims. (Ex. 12, Letter of Credit; Ex. 13, Memorandum of Understanding.)

II. WestPoint Stevens Declared Bankruptcy and Went Out of Business

7. In 2003, WestPoint Stevens filed for Chapter 11 bankruptcy, Case No. 03-13532 (RDD) (Bankr. S.D.N.Y.). Following that filing, the Commission sent a letter to WestPoint Stevens indicating that its surety for workers' compensation claims would increase to $1.8 million. (Ex. 14, Letter from Commission to WestPoint Stevens (July 15, 2003).) In response, WestPoint Stevens amended its existing letter of credit to increase the amount to $1.8. million. (Ex. 15, Amendment to Letter of Credit (Aug. 1, 2003).)

8. Although the typical goal of a Chapter 11 case is for the debtor to reorganize and confirm a plan of reorganization, when the debtor is unable to confirm a plan, it may have to liquidate its assets instead of reorganizing. That is what happened to WestPoint Stevens, as it was unable to propose a plan of reorganization that would obtain the requisite votes to confirm from its sophisticated, well-informed creditors. *See generally In re WestPoint Stevens, Inc.*, 600 F.3d 231, 236–37 (2d Cir. 2010) (describing the history of WestPoint Stevens's bankruptcy proceedings).

9. The entity that is now known as WestPoint Home was the successful bidder during the bankruptcy sale. (*See* Exs. 46, 47, and 48 (tracing the corporate history of WestPoint Home).) The parties entered into an Asset Purchase Agreement that outlined in specific detail that WestPoint Home was purchasing only WestPoint Stevens's assets out of the bankruptcy process. (Ex. 17, Asset Purchase Agreement with Attachments.) In South Carolina, WestPoint Home purchased the Calhoun Falls, Clemson, and Seneca plants, all of which were former J.P. Stevens facilities. (*Id.* at "Schedule of Material Real Properties.")

10. WestPoint Stevens went out of business on August 8, 2005. (Trial Tr. 20:2–3 (testimony of Mr. Cannon).)

III. WestPoint Home Deposited $1.8 Million to Collateralize a Letter of Credit, but the Commission Improperly Took the Entire Deposit

11. As a condition of its purchase of assets out of bankruptcy, WestPoint Home agreed to deposit up to $35 million to collateralize WestPoint Stevens's various existing letters of credit. (Ex. 17, Asset Purchase Agreement § 3.1(a).) Included among those letters of credit was the $1.8 million letter of credit WestPoint Stevens had with the Commission to cover potential workers' compensation claims in South Carolina. (Ex. 19, Cash Collateral Control Letter Agreement, at WPH0009.)

12. The Asset Purchase Agreement provided that WestPoint Home was depositing its cash with the understanding that it retained the "right to receive back any portion" of that money that was not used. (Ex. 17, Asset Purchase Agreement § 3.1(a).)

13. On August 17, 2005, the Commission withdrew the full amount of WestPoint Home's $1.8 million deposit. (Ex. 3, Commission Reply to Counterclaim ¶ 32.)

14. At the time the Commission withdrew all $1.8 million of WestPoint Home's deposit, there were not $1.8 million in claims pending from former WestPoint Stevens employees. (Trial Tr. 23:23–24:8 (testimony of Mr. Cannon).)

15. The Commission hired Key Risk to adjust and administer workers' compensation claims by former WestPoint Stevens employees. (Ex. 29, Contract for WestPoint Stevens South Carolina Run-Off.)

16. The Commission transferred money to Key Risk to pay claims by former WestPoint Stevens employees. It transferred $500,000 of the deposit to Key Risk in September 2005. (Trial Tr. 29:10–13 (testimony of Mr. Cannon); Ex. 37, Email from Smith to Sanders (Aug. 26, 2005).) Once those funds were exhausted, the Commission sent Key Risk another $500,000 in April 2006.

(Trial Tr. 32:21–33:9 (testimony of Mr. Cannon); Ex. 38, Email from Smith to Sanders (Apr. 5, 2006).)

17. Key Risk did not need all of the funds that the Commission sent in the second transfer. Therefore, once Key Risk completed its work administering claims by former WestPoint Stevens employees, it returned $364,512.49 of WestPoint Home's original deposit back to the Commission. (Trial Tr. 35:17–22 (testimony of Mr. Cannon); Ex. 39, Table of Account Balance.)

18. The principal remaining from WestPoint Home's deposit is $1,164,512.39. (Trial Tr. 35:17–22 (testimony of Mr. Cannon).) The principal balance has not changed since 2008. (Trial Tr. 37:3–5 (testimony of Mr. Cannon).)

19. There has not been a new claim made against the money deposited by WestPoint Home in over 16 years. The last such claim was reported on June 21, 2006. (Ex. 30, Key Risk Loss Run Report, at Claim Ending 4475.)

20. There have not been any payments made from the money deposited by WestPoint Home in over 14 years. The last such payment was made on May 7, 2008, and it was a check for $45.41 to the Turner Padget Graham & Laney law firm for legal expenses. (Ex. 31, Key Risk WestPoint Payments Spreadsheet, at Claim Ending 7445.)

21. As of February 28, 2023—the most recent date available from the parties—the balance on the account holding the remainder of WestPoint Home's deposit is $1,730,565.36, which included both principal remaining from WestPoint Home's initial deposit and investment earnings that have accumulated on that principal while the money has been in the Commission's custody.

22. There are no open claims, no money reserved to pay claims, and have not been any open claims for several years. (Trial Tr. 39:6–14 (testimony of Mr. Cannon).)

23. Following WestPoint Stevens's bankruptcy, seven of its former employees have filed workers' compensation claims based on alleged lung illnesses. The Commission has denied all seven of those claims. (Trial Tr. 48:25–49:8 (testimony of Mr. Cannon); Ex. 52, WestPoint Stevens Claims Data.)

IV. Calculating Surety Using the Commission's Actuarial Formula

24. The parties presented expert reports and testimony from two actuaries. Neither disputed the validity or legitimacy of the Commission's actuarial formula for calculating surety needed to cover potential workers' compensation claims. Christopher Burkhalter, for the Commission, opined that the likelihood that a former WestPoint Stevens employee may contract an illness due to asbestos exposure "will not be known for many years to come" because of the latency period associated with asbestos-related illnesses. (Ex. 50, Burkhalter Report at 8.) This opinion is not helpful to resolving this case, though, as there is a significant difference between contracting an illness and having a compensable claim, as discussed below. By contrast, Brian Johnson, an actuary retained by WestPoint Home, provided the Court with a report that applied the Commission's own actuarial formula to the historical data associated with claims from former WestPoint Stevens employees. (Ex. 51, Johnson Report.) Because this formula is the Commission's own and is employed by WestPoint Home's own actuarial expert, the Court finds it appropriate to use here.

25. As discussed above, Mr. Cannon testified that the Commission's actuarial formula for calculating the surety is the same for bankrupt and non-bankrupt companies, and it is designed to account for insolvency. (Trial Tr. 43:1–10, 78:7–19 (testimony of Mr. Cannon); Ex. 9, Letter from Commission to WestPoint Stevens, at 1 (July 14, 1997).)

26. Using historical claims data, the last year that the Commission's actuarial formula yields any surety needed to be held for potential claims by former WestPoint Stevens employees was 2011. That year, the average of the prior three years of claims actually paid was $15.14, as shown in the table below. (Ex. 31, WestPoint Payments Spreadsheet (Key Risk).) Multiplied by 1.5, that number increases to $22.71. And then rounded up to the nearest $50,000 yields a surety of $50,000 for 2011 using the Commission's actuarial formula, as noted in Mr. Johnson's report.

Calculation of 2011 Surety

2008	2009	2010	Three-Year Average	Average * 1.5	Surety Amount
$45,41	$0.00	$0.00	$15.14	$22.71	$50,000

27. Beginning in 2012, the surety amount decreased to $0.00, as there were no claims paid in the previous three years.

Calculation of 2012 Surety

2009	2010	2011	Three-Year Average	Average * 1.5	Surety Amount
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

28. Mr. Johnson opined that under the Commission's actuarial formula, there has been no surety needed since 2012, as there has not been a single claim paid since 2008. (Ex. 51, Johnson Report, at 4–5.) This opinion is unrebutted in the record, as neither the Commission nor its actuarial expert have provided the Court with any other way to calculate any potential surety, nor have they presented the Court with a recommended surety amount of their own. Nor has the Commission disputed Mr. Johnson's application of the Commission's own actuarial methodology; in fact, Mr. Cannon testified that he agrees with it. (Trial Tr. 46:3–5, 16–17 (testimony of Mr. Cannon).)

29. Accordingly, having considered the testimony and evidence presented, the Court finds that the surety requirement is now $0.00.

CONCLUSIONS OF LAW

1. The Court has subject matter jurisdiction over this dispute. S.C. Const. art. V, § 11.

I. Surety for Future Claims and Return of Deposit

2. The first issue presented is whether the Commission should require any surety from WestPoint Home to provide a potential source of payment for not-yet-asserted claims by former WestPoint Stevens employees. The Commission argues that no one knows what the future holds, so it must continue to have some ability to pay claims that have never been asserted and may never be asserted. To support its position, the Commission notes that the statute of limitations for claims arising from "occupational diseases" does not begin to run until the illness has been diagnosed. S.C. Code Ann. § 42-15-40.

3. In response, WestPoint Home argues that, as a matter of fact, the agency's own actuarial formula reveals that there is no need for any surety to remain with the agency; and as a matter of law, no additional claims can be filed because they are barred by the statute of repose. S.C. Code Ann. § 42-11-70.

4. The Court agrees with WestPoint Home that the statute of repose controls the analysis. The statute of repose for pulmonary diseases in the South Carolina Workers' Compensation Act is S.C. Code Ann. § 42-11-70:

> Time in which disease must have been contracted.
>
> Neither an employee nor his dependents shall be entitled to compensation for disability or death from an occupational disease, except that due to exposure to ionizing radiation, unless such disease was contracted within one year after the last exposure to the hazard peculiar to his employment which caused the disease, save that in the case of a pulmonary disease arising out of the inhalation of organic or inorganic dusts the period shall be two years.

5. "Statutes of repose serve to relieve potential defendants from liability for acts committed long ago and reflect a legislative judgment that after a period of time, a defendant

should be free from liability. Where a statute of repose is enacted limiting the time for filing a claim, it has the effect of creating a substantive right created by law. Thus, statutes of repose can have the effect of extinguishing a claim even prior to discovery of the claim." *Matthews v. E.I. du Pont de Nemours & Co.*, Case No. 4:16-cv-2934-RBH, 2018 U.S. Dist. LEXIS 193735, at *24–26 (D.S.C. Nov. 14, 2018). Because they create substantive rights—rather than only procedural rights, like a statute of limitations—statutes of repose are not subject to equitable defenses like "waiver, tolling, and estoppel." *G&P Trucking v. Parks Auto Sales Serv. & Salvage, Inc.*, 357 S.C. 82, 89, 591 S.E.2d 42, 45 (Ct. App. 2003). Accordingly, there is no conflict here between South Carolina Code § 42-11-70 (statute of repose) and South Carolina Code § 42-15-40 (statute of limitations). *See, e.g., Capco of Summerville, Inc. v. J.H. Gayle Constr. Co.*, 368 S.C. 137, 142–43, 628 S.E.2d 38, 41 (2006) ("A statute of limitations is a procedural device that operates as a defense to limit the remedy available from an existing cause of action. A statue of repose creates a substantive right in those protected to be free from liability after a legislatively determine period of time. A statute of repose is typically an absolute time limit beyond which liability no longer exists and is not tolled for any reason because to do so would upset the economic balance struck by the legislative body. . . . The statutes at issue do not irreconcilably conflict.").

6. Courts—including the Commission's own Appellate Panel—have consistently construed this statute to mean that workers' compensation claims for illnesses with long latency periods are blocked unless they are brought within two years of the worker's final time working with the employer.

7. Two different federal courts have considered this exact issue and agree that workers are barred from bringing asbestos claims unless the illness manifests itself within two years of their last exposure at the employer. *See Matthews*, 2018 U.S. Dist. LEXIS 193735, at *25–26

("Here, the plain reading of the statute of repose serves to clearly provide that claims for pulmonary disease arising out of the inhalation of organic or inorganic dusts must be brought within two years after the last exposure to the hazard. Mr. Matthews worked for DuPont throughout the 1960s. He developed his pulmonary disease decades later, well past the period provided for in the statute of repose. While this result may seem unfair, this Court is not tasked with legislating."); *Parker v. Asbestos Processing, LLC*, Case No. 0:11-1800-JFA, 2015 U.S. Dist. LEXIS 115094, at *11–22 (D.S.C. June 30, 2015) (granting summary judgment in favor of defendant-attorneys who had been sued for malpractice by asbestos plaintiffs whom they had represented in tort litigation, but for whom they never filed workers' compensation claims, because their workers' compensation claims were already barred by the statute of repose due to the fact that the plaintiffs were more than two years removed from "their last exposure to asbestos at the Springs Mills plants" by the time they engaged the defendant-attorneys), *aff'd sub. nom. Southern v. Bishoff*, 675 F. App'x 239 (4th Cir. 2017).

8. Both *Matthews* and *Parker* relied on the Commission's own decisions on the issue to support their reasoning. As *Matthews* observed: "[T]he Workers' Compensation Commission has routinely barred employees from receiving benefits under the Act pursuant to Section 42-11-70 where the two year time period has expired." 2018 U.S. Dist. LEXIS 193735, at *24. On at least four occasions, the Commission—sitting in its appellate capacity, meaning that at least three commissioners considered the issue in each case cited below—has denied lung cancer claims based on the statute of repose:

Table of Commission Decisions Denying Longtail Claims Due to Repose Period

Commission Case Denying Claim Due to Statute of Repose	**Last Date of Employment**	**Date Injury Diagnosed**
Bethea v. City of Myrtle Beach, No. 1802724, 2019 SC Wrk. Comp. LEXIS 208 (2019).	2005	2018
Truax v. Daniel Const./Fluor Daniel, No. 0411701, 2009 SC Wrk. Comp. LEXIS 30 (2009).	1972	2006
Gibson v. Westinghouse Elec. Corp., No. 0319071, 2006 SC Wrk. Comp. LEXIS 895 (2007).	1995	2003
Bishop v. Westinghouse Elec. Corp., No. 0318085, 2006 SC Wrk. Comp. LEXIS 1015 (2007).	1995	2003

9. *Truax* is the Commission's most fulsome treatment of the issue, and it was cited by both *Matthews* and *Parker*. In *Truax*, the agency used strong language to make the point that longtail claims are barred by the statute of repose:

> Under the "plain meaning" rule, it is not the court's place to change the meaning of a clear and unambiguous statute. S.C. Code Ann. § 42-11-70 is abundantly clear in its intent to disallow compensation for disability or death for an occupational disease of a pulmonary nature that is not contracted within two years of the date of the last injurious exposure. Notwithstanding the latency period of asbestos related diseases, such as asbestosis, the legislature has never amended this provision and its intent is abundantly explicit. Any doubt as to the intent of the legislature to exclude any pulmonary related diseases from compensation unless contracted within two years of the claimant's last exposure is removed when looking at the lone exception to this rule, that being for ionizing radiation.

2009 SC Wrk. Comp. LEXIS 30, at *5–6 (internal citations omitted).

10. The Commission further explained that enforcing the law in this manner protects employers from liability when "employer representatives are no longer available" and "the personnel records and any pertinent test results are likewise unavailable." *Id.* at *7. And in denying Mr. Truax's claim, the Commission held that "it is ***impossible*** to reconcile the thirty-two year gap

in this case between the Claimant's last date of employment (1972), and the date he 'contracted' his disease (*i.e.* became disabled) in 2006." *Id.* (emphasis added).

11. The same theme appears in the Commission's other decisions cited above:

> Since exposure and contracting the disease are distinct, and not the same, an ordinary and unambiguous meaning should be assigned to the word contracting, *i.e.* when the disease manifests itself and/or disables the claimant. The legislature chose to make compensability dependent on their being less than one (or two) year(s) between exposure and contraction of the disease.
>
> The Appellate Review Panel finds that the purpose of 42-11-70 is to protect the employer against claims too old to be fairly investigated and defended. Accordingly this statute should be read to effectuate the legislative intent to reasonably limit an employer's period of potential liability for workers' compensation benefits.

Gibson, 2006 SC Wrk. Comp. LEXIS 895, at *21–22; *Bishop*, 2006 SC Wrk. Comp. LEXIS 1015, at *20–21 (same language in both cases, and the opinions were issued on same day as both workers were claiming benefits from the same employer and the same time period).

12. The Commission has identified *Powell v. Yeargin Construction*, 2008 WL 5066354 (SCWCC October 29, 2008), as the single time in the agency's history where it awarded compensation to a worker who filed a claim after the two-year repose period seemingly lapsed. But the Court does not find that case persuasive. As Judge Anderson explained when juxtaposing *Powell* with every other decision from the Commission on the issue, *Powell* is "cryptic[]," it "provided no analysis of its decision," and it did not even acknowledge the other "Commission decisions reaching a contrary result." *Parker*, 2015 U.S. Dist. LEXIS 115094, at *18–19. Judge Anderson readily dismissed *Powell* when holding that the repose period closed on potential claims two years after workers last worked at their employer's facility, consistent with the plain language of South Carolina Code § 42-11-70 and every other decision from the Commission on this issue. *See id.* at *21–22 (holding that "in order to demonstrate that they had a viable workers'

compensation claim, the Plaintiffs must be able to show that they became disabled within two years of their last exposure to asbestos at the Springs Mills plants," and then detailing why each plaintiff's claim was barred by Section 42-11-70). This Court agrees with that analysis.

13. Here, the repose period closed long ago. In fact, during trial, Mr. Cannon conceded that the repose period for former WestPoint Stevens employees to file new claims for latent injuries closed on August 8, 2007. (Trial Tr. 40:15–41:4 (testimony of Mr. Cannon).)

14. Because the workers' compensation program is a creature of statute, the General Assembly is free to draw the boundaries for when a claim is permissible and when it is too old and barred as a matter of law. The General Assembly has determined that the time has closed for former WestPoint Stevens employees to bring workers' compensation claims for pulmonary diseases resulting from exposure to asbestos. "While this result may seem unfair, this Court is not tasked with legislating." *Matthews*, 2018 U.S. Dist. LEXIS 193735, at *26.

15. Additionally, this construction of the statute of repose is further reinforced by *Muir v. C.R. Bard, Inc.*, 336 S.C. 266, 519 S.E.2d 583 (Ct. App. 1999). In *Muir*, the Court of Appeals held that the claimant complied with the two-year statute of repose because he was diagnosed with an illness and brought a claim in 1993, and his last exposure to the occupational hazard was in 1992. 336 S.C. at 294–95, 519 S.E.2d at 597–98. Because WestPoint Stevens ceased operations in August 2005, *Muir* confirms that the repose period closed on August 2007, just as Mr. Cannon testified. (Trial Tr. 40:15–41:4 (testimony of Mr. Cannon).)

16. In light of the repose period for future claims having lapsed, and the Commission's formula for calculating surety needed for future claims also yielding a result of $0, the Court finds that no surety should remain on deposit with the Commission.

17. Because the Commission no longer needs the remainder of the funds that WestPoint Home deposited, the Court finds that the money should be returned to WestPoint Home. Section 3.1(a) of the Asset Purchase Agreement specified that WestPoint Home would have a "right to receive back any portion of the Letter of Credit Purchase Price in excess of any amounts not drawn under any such letters of credit." (Ex. 17, Asset Purchase Agreement § 3.1(a).) That agreement was endorsed and approved by the Bankruptcy Court for the Southern District of New York. (Ex. 16, Order in *In re WestPoint Stevens Inc.*, Case No. 03-13532 (RDD) (Bankr. S.D.N.Y. July 8, 2005).) That order is entitled to full faith and credit here. *McNaughton-McKay Elec. Co. v. Andrich*, 324 S.C. 275, 280–81, 482 S.E.2d 564, 567 (Ct. App. 1997). The Court therefore orders the Commission to return to WestPoint Home the remainder of its initial deposit, which is $1,164,512.39 of principal.

II. Withdrawing the Entire $1.8 Million Deposit

18. The second issue presented is whether the Commission rightly withdrew the entirety of WestPoint Home's deposit in August 2005, or if it was required to leave the money in WestPoint Home's bank account and only draw on the funds as needed to pay claims.

19. Mr. Cannon testified that the Commission withdrew the full $1.8 million deposit because it was unsure if it would need all of that money to pay claims. (*See, e.g.*, Trial Tr. 23:16–17 (testimony of Mr. Cannon) (stating "you had to have the assets available to pay those claims").) He also testified that the agency could have withdrawn funds from the letter of credit to pay claims as they arose, but that it simply chose not to do that. (Trial Tr. 27:9–17 (testimony of Mr. Cannon).)

20. The very purpose of a letter of credit is to ensure that funds are available when, or if, they are needed. The Commission memorialized this basic point in a Memorandum of Understanding regarding the letter of credit, which specified the Commission could only "draw on

the Letter of Credit ***if needed*** to pay any workers' compensation claim and claims administration expense which are the responsibility of the Employer." (Ex. 13, Memorandum of Understanding ¶ 4 (emphasis added).)

21. Moreover, the Commission's own regulations do not permit the agency to draw on a letter of credit unless and until claims are incurred that have not been paid: "The Commission may exercise the letter of credit at any time ***if the proceeds are needed for payment of a claim that occurred during the self-insured period***." S.C. Code Ann. Regs. 67-1507(D)(5) (emphasis added).

22. Mr. Cannon conceded several times that the agency did not "need" $1.8 million to pay claims that had actually been incurred, as Key Risk ultimately used only $635,487.61 in total to pay claims for former WestPoint Stevens employees:

> Q: And when the agency withdrew $1.8 million on August 17th of 2005 and moved it to an account with the State Treasurer's office, there was not $1.8 million in claims pending, were there?
>
> A: No, sir, there was not. . . .
>
> * * * * *
>
> Q: But you didn't need $1.8 million?
>
> A: Not the day we drew it down, but we weren't sure what we would need in the future.
>
> * * * * *
>
> Q: And as we stand here today in August of 2022, the agency has not needed $1.8 million to pay claims of former WestPoint Stevens employees, has it?
>
> A: That's correct.

(Trial Tr. 23:23–24:2, 28:11–13, 28:24–29:3.)

23. The Court finds that the Commission erred in withdrawing funds prior to claims actually being incurred that needed to be paid. The agency's own regulations require a claim to

have "occurred during the self-insured period" as a trigger to authorizing the Commission to draw on a letter of credit. S.C. Code Ann. Regs. 67-1507(D)(5). The Commission has not identified, and the Court is not aware of, any statutory or regulatory basis for the agency to sweep funds from a private company's bank account and hold the funds indefinitely because of a "potential" claim that has not yet occurred and may never occur.

24. The Court finds that the money should have stayed in WestPoint Home's account and should not have been withdrawn except when needed to pay claims that had actually occurred. WestPoint Home has been wrongly deprived of the benefit of those funds through the years, as it deposited those funds with the understanding that it would earn interest while that money was on deposit with Bank of America. (*See* Ex. 19, Cash Collateral Control Letter Agreement, at 2 ("Interest, if any, earned on the Cash Collateral Account shall be deposited in the Cash Collateral Account.").) The Commission was aware of this arrangement. (*See* Trial Tr. 69:6–9 (explaining that the agency received this agreement confirming that WestPoint Home had assumed the obligations of the WestPoint Stevens letter of credit) (testimony of Mr. Cannon).)

25. Because the Commission wrongly used WestPoint Home's deposit to accrue investment earnings when those monies should have been available to and collecting earnings for WestPoint Home, the Court finds it to be an appropriate remedy to divest the earnings from the account in favor of WestPoint Home. The Commission is therefore directed to provide the full balance of the account—both the remaining principal balance and any earnings on that principal—to WestPoint Home. At trial, the parties stipulated that the full balance in the account as of August 12, 2022, is $1,711,617.08, which indicates that the account currently holds $547,104.69 in earnings.

III. Prejudgment Interest

26. Finally, WestPoint Home seeks prejudgment interest associated with the Commission's wrongful seizure of WestPoint Home's deposit.

27. Prejudgment interest is controlled by statute and is not discretionary with the Court. South Carolina Code § 34-3-20(A) directs that prejudgment interest "shall" be drawn at 8.75% per annum. Prejudgment interest begins accruing when the sum owed is "certain or capable of being reduced to certainty." *Wayne Smith Constr. Co. v. Wolman, Duberstein & Thompson*, 294 S.C. 140, 147, 363 S.E.2d 115, 119 (Ct. App. 1987).

28. Here, WestPoint Home's actuarial expert presented a report concluding that the surety needed under the Commission's actuarial formula showed that the agency no longer needed any of WestPoint Home's deposit starting in 2012, the same year WestPoint Home began contacting the agency about the status of the deposit and whether it could receive any of the money back. Mr. Cannon agreed with this conclusion:

> Q: So in 2012, the agency's formula for calculating the surety needed on deposit was zero dollars; is that right?
>
> A: Based on this formula.
>
> * * * * *
>
> Q: And it's been zero every year since 2012, right?
>
> A: That's correct.

(Trial Tr. 46:3–5, 16–17.)

29. As explained above, the repose period had closed before then as well.

30. Accordingly, WestPoint Home was entitled to recover its deposit in 2012, and the sum it is owed—the principal balance of $1,164,512.39—has been "certain or capable of being reduced to certainty" since that point. WestPoint Home is therefore entitled to recover prejudgment interest on the sum-certain principal balance each year since 2012.

31. Because the investment earnings in the account varied each year, the Court finds that those funds are not susceptible of being reduced to a certainty for purposes of prejudgment interest. The Court therefore excludes the investment earnings from the calculation of prejudgment interest.

32. 8.75% of $1,164,512.39 is $101,894.83 annually in prejudgment interest.

33. WestPoint Home is therefore entitled to recover $1,095,369.46 in prejudgment interest for the period between August 2012 and May 2023 the Commission wrongly withheld WestPoint Home's deposit.

CONCLUSION

Based on the evidence presented at trial, the arguments of the parties, and the applicable law, the Court declares that WestPoint Home is entitled to recover the following:

- The remaining principal balance from its deposit, in the amount of $1,164,512.39;
- The earnings that accrued on that principal, in the amount of $566,052.97 (as of February 28, 2023); and
- Prejudgment interest, in the amount of $1,095,369.46.

The total judgment due WestPoint Home is $2,825,934.82. The Commission shall take all steps necessary to effectuate this Order. Any remaining outstanding motions, including the Commission's second motion for summary judgment, are denied.

And it is so ordered.

The Honorable Alison R. Lee
Circuit Court Judge/Business Court Judge

_____, 2023
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Alison R. Lee
Circuit Court Judge

Appellate Case No. 2023-
Circuit Court Case No. 2014-CP-40-2496

South Carolina Workers' Compensation Commission ..... Respondent,

v.

WestPoint Home, LLC ..... Appellant.

WESTPOINT HOME, LLC'S NOTICE OF APPEAL

Please take notice that WestPoint Home, LLC, appeals the final Order entered on September 25, 2023, in the above-captioned action, as well as the interlocutory order dated April 26, 2019. WestPoint Home received written notice of entry of this final order on September 25, 2023, making this notice timely. WestPoint Home further states that all necessary transcripts for this appeal have previously been ordered from and provided by the appropriate court reporters. Finally, the order granting Mr. Beigel's pro hac vice admission in this matter is attached.

Signature Page Attached

Respectfully submitted,

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October 23, 2023

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PROOF OF SERVICE

I, the undersigned Attorney of the law offices of Womble Bond Dickinson (US) LLP, attorneys for Appellant, do hereby certify that I have served all parties to this appeal with a copy of the pleading(s) specified below via email at the address(es) below:

Pleading(s): WestPoint Home, LLC's Notice of Appeal

Parties Served:

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By: /s/ M. Todd Carroll
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October 23, 2023

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

The Honorable Alison R. Lee
Circuit Court Judge

Appellate Case No. 2023-001663
Circuit Court Case No. 2014-CP-40-02496

South Carolina Workers' Compensation Commission, ... Respondent,

v.

WestPoint Home, LLC..... Appellant.

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all materials proposed to be included by any of the parties and not any other material.

Respectfully submitted,

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June 27, 2024

PROOF OF SERVICE

I, the undersigned Attorney of the law offices of Womble Bond Dickinson (US) LLP, attorneys for Appellant, do hereby certify that I have served all parties to this appeal with a copy of the pleading(s) specified below via email at the address(es) below:

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South Carolina Workers' Compensation Commission

Counsel for Respondent

By: /s/ M. Todd Carroll
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June 27, 2024

Agency Name: Workers' Compensation Commission
Statutory Authority: 1-23-110(A)(1)(c), 42-3-30, and 42-5-20
Document Number: 5431
Proposed in State Register Volume and Issue: 49/11
House Committee: Reg., Admin. Procedures, AI and Cybersecurity
Senate Committee: Judiciary Committee
110 Day Review Expiration Date for Automatic Approval: 05/10/2026
Status: Pending
Subject: Self Insurer's Proof of Compliance, Irrevocable Letter of Credit

History: 5431

By	Date	Action Description	Jt. Res. No.	Expiration Date
-	11/28/2025	Proposed Reg Published in SR		
-	01/20/2026	Received President of the Senate & Speaker		05/10/2026
S	01/21/2026	Referred to Committee		
H	01/22/2026	Referred to Committee		

Document No. 5431
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
CHAPTER 67
Statutory Authority: 1976 Code Sections 1-23-110(A)(1)(c), 42-3-30, and 42-5-20

67-1507. Proof of Compliance, Irrevocable Letter of Credit.

Synopsis:

The purpose of this proposed regulation is to clarify procedures for the acceptance, administration, and revocation of irrevocable letters of credit as proof of compliance for self-insured employers. It provides updated guidance to ensure the Commission's ability to safeguard the payment of claims and maintain consistent standards of financial responsibility.

Section-by-Section Discussion:

67-1507.D.(4) – Delete.
67-1507.D.(5) – Delete.
67-1507.E. – Add all new text for E.

The Notice of Drafting was published in the State Register on March 28, 2025.

Instructions:

Print the regulation as shown below. All other items remain unchanged.

~~Indicates Matter Stricken~~
Indicates New Matter

Text:

67-1507. Proof of Compliance, Irrevocable Letter of Credit.

A. The Commission in its discretion may accept a Form 8B, Proof of Compliance, Memorandum of Understanding and Irrevocable Letter of Credit, as proof of compliance instead of a surety bond or securities. The Commission will determine the amount as provided by R.67-1505A.

B. The applicant for self-insurance shall file the Form 8B with the Commission's Self-Insurance Division within the time provided in R.67-1502B.

C. The following provisions shall apply to a letter of credit.

(1) The letter of credit must be issued by a bank chartered in this State or a federally chartered bank with a branch office in this State.

(2) The bank shall offer the irrevocable letter of credit by completing a Form 8B.

(3) The South Carolina Workers' Compensation Commission shall be the named beneficiary.

(4) A proposed letter of credit must be approved by the Commission before the Commission issues a Form 9, Certificate for Self-Insurance.

D. Once an irrevocable letter of credit is established, it may be revoked only with the consent of the Commission.

(1) The Self-Insurance Division may grant consent only when the self-insurer offers proof of the purchase of a surety bond, pledges securities or obtains another irrevocable letter of credit.

(2) Expiration or cancellation of a letter of credit is effective only after sixty days written notice filed with the Self-Insurance Division.

(3) The self-insurer shall file notice of the replacement to the Self-Insurance Division in writing by certified mail.

~~(4) When the self-insurer fails to replace the letter of credit with another accepted proof of compliance, the Commission may demand payment of the letter of credit and deposit the proceeds in the South Carolina State Treasurer's Office to guarantee payment of any claim occurring during the self-insured period.~~

~~(5) The Commission may exercise the letter of credit at any time if the proceeds are needed for payment of a claim that occurred during the self-insured period.~~

E. When a self-insurer loses or withdraws its privilege of self-insurance or the Self-Insurance Division determines the self-insurer is unable or unwilling to secure the payment of its liability under the Act, the commission may demand payment of the letter of credit to guarantee payment of any claim occurring during the self-insured period.

(1) The Commission may release the funds received from the letter of credit, or any part thereof, when the Commission determines that all contingent liability arising during the period of self-insurance has expired.

(2) The Commission may release the securities, or any part thereof, by notifying the bank holding the securities in trust to release the pledged securities.

(3) The self-insured employer, fund, or the issuing bank may request the release of securities or any part thereof by writing to the Self-Insurance Division.

(a) The Self-Insurance Division will notify the employer or fund of its administrative determination.

(b) If the employer or fund disagrees with the Self Insurance Division's determination, the employer or fund may request a hearing by filing a motion for hearing, according to R. 67–215. The parties proceed according to Article 6.

Fiscal Impact Statement:

No significant fiscal impact is anticipated. This amendment codifies existing practice.

Statement of Rationale:

The HLOC Committee recommended revisions to ensure clarity, remove obsolete references, and align procedural requirements with current Commission practice for irrevocable letters of credit.