

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
SOUTHEASTERN DIVISION**

In re:)	
)	Chapter 11
BRIGGS & STRATTON)	
CORPORATION, <i>et al.</i> ,)	Case No. 20-43597-399
)	
Debtors.)	(Jointly Administered)

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY AS TO
ROBIN SCHMIDT AND JOANN SCHMIDT**

Robin Schmidt and Joann Schmidt, his wife (the “Schmidts”), by and through undersigned counsel, request the entry of an order pursuant to section 362(d) of Title 11 of the United States Code (the “Bankruptcy Code”) and Rule 4001(a) of the Federal Rules of Bankruptcy Procedures, modifying the automatic stay imposed under 11 U.S.C. § 362(a) in favor of Briggs & Stratton Corporation and certain of its debtor affiliates (collectively, the “Debtors”) so the Schmidts may join the Debtors in their pending state court personal injury claims against the Debtor solely to the extent of insurance assets. In support of this motion (the “Motion”), the Schmidts state as follows:

Introduction

1. This Motion is brought pursuant to 11 U.S.C. § 362(d)(1) and (2) on the grounds that there is ample cause to permit the Schmidts’ state court action to proceed as to available insurance. If the Motion is denied and the automatic stay remains in effect, the Schmidts will suffer hardship by being unable to pursue their claims for recovery against the Briggs & Stratton Corporation (“B&S”). Moreover, the Schmidts will only attempt to satisfy their claims against B&S through insurance assets and/or the insurance assets of its predecessors and successors in interest, if adequate insurance coverage exists. Cause exists to modify the automatic stay to allow



the Schmidts to prosecute their claims against B&S in the tort system. The Motion should be granted.

Jurisdiction

2. The Court has jurisdiction over the Debtors' chapter 11 case pursuant to 28 U.S.C. §§ 157 and 1334. The Motion is a core proceeding within the meaning of 28 U.S.C. § 157(b). Venue is proper in this jurisdiction pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

3. On July 20, 2020 (the "Petition Date"), the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

4. On August 5, 2020, the Office of the United States Trustee appointed an official committee of unsecured creditors (the "Committee"). No trustee or examiner has been appointed in this chapter 11 cases.

5. The Debtors, combined with their non-Debtor affiliates (collectively, the "Company"), are the world's largest producer of gasoline engines for outdoor power equipment and a leading designer, manufacturer and marketer of power generation, pressure washer, lawn and garden, turf care and job site products. The Company's products are marketed and serviced in more than 100 countries on six continents through 40,000 authorized dealers and service organizations.

6. The Schmidts have filed a lawsuit under the theory of strict liability, negligence, and other related tort claims (the "State Court Action") against a number of entities. The State

Court action is pending in the twenty-second judicial circuit in the State of Missouri, City of St. Louis, Case No. 1922-CC11925. A copy of the complaint is attached hereto as Exhibit A.

7. The Schmidts are unable to join the Debtors as defendants in the State Court Action, as all actions against the Debtors were stayed on the Petition Date pursuant to the operation of the automatic stay set forth in Bankruptcy Code section 362(d). Accordingly, the Schmidts seek to lift the stay to join the Debtors in the State Court Action.

8. Mr. Schmidt worked with, came in contact with, or was exposed to, asbestos-containing products in his various labor jobs, specifically when he spent time with family members who were performing shadetree mechanic work. Plaintiff and his father, Ronald Schmidt, also worked on their own personal lawn equipment on an annual basis. At various times during the course of Mr. Schmidt's shadetree mechanic work, Mr. Schmidt was exposed to and inhaled, ingested or otherwise absorbed large amounts of asbestos fibers emanating from certain products he was working with and around which included those that were manufactured, sold, distributed or installed by B&S. Accordingly, Mr. Schmidt was unavoidably exposed to, inhaled and ingested asbestos fibers and dust contained within and emanating from B&S's asbestos-containing products.

9. As a result of this exposure, Mr. Schmidt has developed a progressive, debilitating asbestos-related illness, mesothelioma, for which there is no cure and for which death is a certainty.

Relief Requested

10. The Schmidts seek to modify the automatic stay pursuant to Bankruptcy Code section 362(d) to permit the Debtors to be joined to the State Court Action in order to pursue any available insurance policies that defended and indemnified B&S and during the relevant time periods.

Basis for Relief Requested

11. Bankruptcy Code section 362(d)(1) provides that “[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay . . . for cause” 11 U.S.C. § 362(a)(1). The automatic stay operates as “a bar to all collection efforts against a debtor or debtor’s property in an effort to determine creditors’ rights and allow the orderly administration of a debtor’s assets, free from creditor’s interference.” *In re Continental AFA Dispensing Co.*, 403 B.R. 653, 659 (Bankr. E.D. Mo. 2009). In other words, the purpose of the automatic stay is to preserve and protect the debtor’s estate, by giving the debtor “a breathing spell from creditors.” *Farley v. Henson*, 2 F.3d 273, 275 (8th Cir. 1993).

12. The Schmidts submit that there is “cause” to lift the automatic stay and proceed with the State Court Action. “Although Congress did not define cause, it intended that the automatic stay could be lifted to allow litigation involving the debtor to continue in a nonbankruptcy forum under certain circumstance.” *Blan v. Nachogdoches County Hosp. (In re Blan)*, 237 B.R. 737, 739 (B.A.P. 8th Cir. 1999) (citing H.R. Rep. No. 95-595, at 341 (1977); S. Rep. 95-989, at 50 (1978)) (“It will often be more appropriate to permit proceedings to continue in their place of origin, when no great prejudice to the bankruptcy estate would result, in order to leave the parties to their chosen forum and to relieve the bankruptcy court from duties that may be handled elsewhere.”); *see also Bergman v. Wintroub (In re Wintroub)*, 283 B.R. 743, 745 (B.A.P. 8th Cir. 2002); *Wiley v. Hartzler (In re Wiley)*, 288 B.R. 818, 822 (B.A.P. 8th Cir. 2003).

13. “In making the determination of whether to grant relief from the stay, the court must balance the potential prejudice to the Debtor, to the bankruptcy estate, and to the other creditors against the hardship to the moving party if it is not allowed to proceed in state court.” *In*

re Blan, 237 B.R. at 739. Although the Eighth Circuit has not imposed a firm standard for determining whether cause exists to lift the automatic stay to permit an action to proceed in another forum, the Bankruptcy Appellate Panel for the Eighth Circuit and other courts in this Circuit have balanced the following five factors when making this assessment:

- i. judicial economy;
- ii. trial readiness;
- iii. resolution of preliminary bankruptcy issues;
- iv. the movant's chance of success on the merits; and
- v. the cost of defense or other potential burden to the bankruptcy estate and the impact of the litigation on other creditors.

See, In re Blan, 237 B.R. at 739; *In re Wiley*, 288 B.R. at 822; *In re Wintroub*, 283 B.R. at 745; *Bee Jay's Hairstyling Acad., Inc. v. Yarbrough*, 540 B.R. 647, 662 (Bankr. E.D. Ark. 2015).

14. A balancing of the above-referenced factors weighs in favor of granting the Schmidts relief from the automatic stay to join the Debtors to the State Court Action.

15. Allowing prosecution of the State Court Action will not place a burden on the B&S estate or on the assets available for distribution to creditors, as the Schmidts seek only to recover amounts from available insurance coverage, if adequate insurance coverage exists. Thus, the Schmidts' suit, if successful and adequate insurance coverage exists, will not create a liability for the Debtors' estates and will not deplete assets that would be available for distribution to other creditors.

16. Moreover, the interests of judicial economy will be served as the litigation in the State Court Action has been before the Missouri court against certain defendants since August of

2020, and that court is better suited to deal with the issues surrounding the State Court Action, while not burdening the Court. Additionally, Missouri state court's 22nd Circuit Court established a special "asbestos docket," presided over initially by certain judges, to ensure consistent and expeditious pretrial proceedings and prompt trials.

17. Finally, the Schmidts are likely to prevail in the State Court Action. The showing that is required as to the probability of success on the merits is very slight. *See, In re Rexene Products Co.*, 141 B.R. 574, 578 (Bankr. D. Del. 1992), (citing *In re Peterson*, 116 B.R. 247, 249 (D. Colo. 1990). "[A]ll that is required is a 'vague initial showing that]the party seeking relief] can establish a prima facie case.'" *Peterson*, 116 B.R. at 249. The Schmidts can make such a showing here: Mr. Schmidt was exposed to asbestos-containing products and materials supplied by B&S during the course of his work and life.

WHEREFORE, the Schmidts request the entry of an order, pursuant to 11 U.S.C. § 362(d) and Bankruptcy Rule 4001(a)(1): (1) modifying the automatic stay to permit the Schmidts to join the Debtors to the State Court Action and recovery on any judgment or settlement solely to the extent of any available insurance coverage; (2) waiving the 14-day period imposed by Bankruptcy Rule 4001(a)(3); and (3) granting such other and further relief as this Court deems just and proper.

Dated: October 22, 2020
Wilmington, Delaware

ROBINSON & COLE LLP

/s/ Jamie L. Edmonson
Jamie L. Edmonson (*admitted pro hac vice*)
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Wilmington, Delaware 19801
Telephone: (302) 516-1700
Facsimile: (302) 516-1699
Email: nramsey@rc.com
jedmonson@rc.com

Counsel to Robin Schmidt and Joann Schmidt

Exhibit A

(State Court Action)

IN THE CIRCUIT COURT
STATE OF MISSOURI
TWENTY-SECOND JUDICIAL CIRCUIT
(City of St. Louis)

ROBIN SCHMIDT and JOANN SCHMIDT, *his*)
wife,)

Plaintiffs,)

v.)

ALBANY INTERNATIONAL CORP;)

AMERICAN CATALIN CORPORATION;)

A.O. SMITH CORPORATION ;)

ARMSTRONG PUMPS, INC.;)

ASTENJOHNSON, INC.;)

A.SHULMAN, INC.;)

A.W. CHESTERTON CO.;)

BAYER CORPORATION (A/K/A MOBAY
CHEMICAL COMPANY);)

BIRD CORP.;)

BORG-WARNER CORP. (BY ITS SUCCESSOR
IN INTEREST TO BORG-WARNER MORSE
TEC, INC.);)

BRANDON DRYING FABRICS, INC.;)

CBS CORPORATION (F/K/A VIACOM, INC.,
F/K/A WESTINGHOUSE ELECTRIC CORP.);)

CERTAINTED CORP.;)

CHAMPLAIN CABLE CORP. (INDIVIDUALLY
AND AS SUCCESSOR IN INTEREST TO
HAVEG PIPE COMPANY);)

CHICAGO BRIDGE & IRON;)

Cause No. 1922-CC11925

Division No. 1

(Asbestos)

JURY TRIAL DEMANDED

**PERSONAL INJURY
PRODUCTS LIABILITY**

*

CIBA SPECIALTY CHEMICALS CORP. (AS
SUCCESSOR IN INTEREST TO CIBA-GEIGY
CORP., INCLUDING REN PLASTICS);

CNA HOLDINGS, INC. (F/K/A HNA
HOLDINGS, INC., F/K/A HOECHST
CELANESE);

CNH AMERICA, LLC (INDIVIDUALLY AND
AS SUCCESSOR IN INTEREST TO CASE, LLC);

CONTINENTAL AUTOMOTIVE SYSTEMS,
INC. (F/K/A CONTINENTAL TEVES, INC.);

CONTINENTAL STRUCTURAL PLASTICS,
INC.;

CONWED CORPORATION (INDIVIDUALLY
AND AS SUCCESSOR IN INTEREST TO WOOD
CONVERSION COMPANY);

COPEES VULCAN, INC.;

CRANE COMPANY;

DETROIT AXLE;

DETROIT DIESEL CORPORATION;

DETROIT STOKER COMPANY;

E.I. DUPONT DE NEMOURS & COMPANY;

EATON ELECTRICAL (INDIVIDUALLY AND
AS SUCCESSOR IN INTEREST TO CUTLER
HAMMER);

FLOWERVE CORPORATION (F/K/A THE
DURIRON COMPANY);

FLOWERVE CORPORATION (F/K/A
VALTEK);

FLUOR CORP.;

FLUOR ENTERPRISES;)
)
FMC CORPORATION (ON BEHALF OF ITS)
FORMER PEERLESS PUMP DIVISION AND)
CHICAGO PUMP DIVISION;)
)
FORD MOTOR COMPANY;)
)
GARBE IRON WORKS;)
)
GARDNER DENVER, INC.;)
)
GATES RUBBER COMPANY;)
)
GENERAL ELECTRIC COMPANY;)
)
GENUINE PARTS COMPANY (D/B/A)
NATIONAL AUTOMOTIVE PARTS)
ASSOCIATION, A/K/A NAPA AND RAYLOC, A)
DIVISION OF NAPA);)
)
GESCHMAY CORPORATION;)
)
GOODYEAR AEROSPACE CORPORATION,)
Subsidiary of GOODYEAR TIRE & RUBBER)
COMPANY;)
)
GOULDS PUMPS, INC.;)
)
H.B. FULLER COMPANY;)
)
HONEYWELL, INC.;)
)
HONEYWELL, INTERNATIONAL;)
)
IMO INDUSTRIES, INC. (INDIVIDUALLY AND)
AS SUCCESSOR IN INTEREST TO DELAVAL)
TURBINE, INC.);)
)
INDUSTRIAL HOLDINGS CORPORATION)
(INDIVIDUALLY AND AS SII TO LOCKPORT)
FELT COMPANY);)
)
ITT CORPORATION, INC. (F/K/A ITT)
INDUSTRIES, INC., INDIVIDUALLY AND AS)
)

SUCCESSOR IN INTEREST TO BELL &)
GOSSETT);)
)
JOHN CRANE, INC.;)
)
JOHNSON CONTROLS INC.;)
)
KAISER GYPSUM COMPANY, INC.;)
)
MCDONNELL DOUGLAS CORPORATION;)
)
MCMASTER-CARR SUPPLY COMPANY;)
)
MILWAUKEE VALVE COMPANY;)
)
MORTON INTERNATIONAL, INC.;)
)
MOUNT VERNON MILLS, INC.;)
)
NATIONAL LIQUID BLASTING)
CORPORATION;)
)
NIBCO, INC.;)
)
OAKFABCO, INC. (F/K/A KEWANEE BOILER)
CORPORATION);)
)
OCCIDENTAL CHEMICAL CORPORATION)
(INDIVIDUALLY AND AS SUCCESSOR IN)
INTEREST TO DUREZ);)
)
PHARMACIA CORPORATION (F/K/A)
MONSANTO COMPANY);)
)
PLASTICS ENGINEERING COMPANY;)
)
PNEUMO ABEX, LLC;)
)
PROCTOR AND GAMBLE PAPER;)
)
QUASAR INDUSTRIES;)
)
REICHHOLD, INC.;)
)
RESINOID ENGINEERING;)
)

RILEY POWER, INC. (F/K/A BABCOCK)
BORSIG POWERS, INC., RILEY STOKER)
CORP., F/K/A D.B. RILEY);)
)
ROBROY INDUSTRIES;)
)
ROCKWELL AUTOMATION (INDIVIDUALLY)
AND AS SUCCESSOR IN INTEREST TO)
ALLEN BRADLEY AND ROSTONE);)
)
ROCKWELL AUTOMATION (INDIVIDUALLY)
AND AS SUCCESSOR IN INTEREST TO)
ROCKWELL INTERNATIONAL);)
)
RUST INTERNATIONAL, INC.)
(INDIVIDUALLY AND AS SUCCESSOR IN)
INTEREST TO M.W. KELLOGG AND)
SWINDELL DRESSER CO.);)
)
RWC INC.;)
)
)
S & C ELECTRIC COMPANY;)
)
SANTA FE BRAUN, INC. (INDIVIDUALLY)
AND AS SUCCESSOR IN INTEREST TO)
ENTITIES INCLUDING, BUT NOT LIMITED)
TO, C.F. BRAUN & CO., C.F. BRAUN)
CONSTRUCTORS, INC. AND JGB, INC.);)
)
SCAPA DRYER FABRICS, INC.;)
)
SCHNEIDER ELECTRIC USA, INC. (F/K/A)
SQUARE D COMPANY);)
)
SEARS, ROEBUCK & COMPANY;)
)
SIMPSON TIMBER COMPANY;)
)
SPIRAX SARCO, INC.;)
)
STEEL TECHNOLOGIES LLC;)
)
TAMKO ROOFING PRODUCTS;)
)
THE BOEING COMPANY;)
)

THE DOW CHEMICAL COMPANY;)
TRANE U.S., INC. (F/K/A AMERICAN)
STANDARD, INC., INDIVIDUALLY AND AS)
SUCCESSOR IN INTEREST TO KEWANEE)
BOILER CORP.);)
)
U.S. STEEL CORPORATION (AS SUCCESSOR)
IN INTEREST TO USX CORPORATION, A/K/A)
USS CHEMICAL, F/K/A USS NOVAMONT,)
INC.);)
)
UNION CARBIDE CORPORATION;)
)
UNITED TECHNOLOGIES AS SUCCESSOR IN)
INTEREST TO SHELLAR-GLOBE;)
)
VELAN VALVES;)
)
VIKING PUMP, INC.;)
)
WARREN PUMPS, INC.;)
)
WEAVEXX CORPORATION (INDIVIDUALLY)
AND AS SUCCESSOR IN INTEREST TO)
HUYCK CORP.);)
)
WEIL MCLAIN;)
)
WEIR VALVES AND CONTROLS USA, INC.)
(F/K/A ATWOOD AND MORRILL);)
)
WESTERN AUTO SUPPLY COMPANY;)
)
WHIRLPOOL CORPORATION)
(INDIVIDUALLY AND AS SUCCESSOR IN)
INTEREST TO MAYTAG CORPORATION AND)
AMANA CORPORATION);)
)
WILSONART INTERNATIONAL, INC.;)
)
XERIUM TECHNOLOGIES, INC.)
(INDIVIDUALLY AND AS SUCCESSOR IN)
INTEREST TO HUYCK CORP.);)
)
)
)

ZURN INDUSTRIES, INC. (A/K/A AND AS)
SUCCESSOR BY MERGER TO ERIE CITY)
IRON WORKS);)
**THE GOODYEAR TIRE & RUBBER)
COMPANY;**

Defendants,

PLAINTIFFS' FIRST AMENDED PETITION

The Plaintiffs, ROBIN SCHMIDT and JOANN SCHMIDT, *his wife*, listed above, by their attorneys, THE GORI LAW FIRM, P.C. and THE LANIER LAW FIRM, P.C., for their cause of action against the Defendants, states as follows:

JURISDICTION, VENUE, AND GENERAL ALLEGATIONS

1. The Plaintiff ROBIN SCHMIDT, was employed as a Laborer on a Dairy farm in Jackson, Michigan from approximately 1975 to 1978; at Technicorp in Fort Wayne, Indiana,; from approximately 1981 to 1984; at Cincinnati Milacron in Hazelwood, Missouri and Fenton, Missouri and other locations; from approximately 1984 to 2015; at Nachi Robotics in Novi, Michigan; from approximate 2015 to present. Additionally, the Plaintiff, ROBIN SCHMIDT, was around work and assisted his family members in shadetree Mechanic work in Jackson, Michigan from approximately 1970 to 1978; and assisted in home remodeling work in Jackson, Michigan from 1970 to 1978. Plaintiff's father, Ronald Schmidt, worked at Auto Air Industries in Lansing, Michigan from 1968 to 1971; The City of Lansing Housing Commission in Lansing, Michigan from 1971 to 1972; Dowding Industries Tool and Die in Lansing, Michigan from 1972 to 1973; Huff Brothers in Lansing, Michigan from 1973 to 1977; and Planet Corporation in Lansing, Michigan from 1975 to 1983.

2. Beginning in approximately 1970, Plaintiff was first exposed to asbestos-containing products when he spent time with family members who were performing shadetree mechanic work in Jackson, Michigan. Plaintiff was not diagnosed with MESOTHELIOMA until

March 20, 2019. At the time Plaintiff was first exposed to asbestos-containing products, and at the time Plaintiff was diagnosed with MESOTHELIOMA, Defendants, General Gasket and JP Bushnell Packing Supply Co., maintained a Registered Agent for service of process in the City of St. Louis, Missouri. Venue is therefore proper in the City of St. Louis, Missouri.

3. That on or about March 20, 2019, Plaintiff first became aware that he had developed MESOTHELIOMA. However, the Plaintiff later learned that said disease was wrongfully caused.

4. The below mentioned Defendants are liable in that they contributed to causing Plaintiff's injuries:

- a) Defendant, **ALBANY INTERNATIONAL CORP** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604.
- b) Defendant, **ALBANY INTERNATIONAL CORP** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O UNITED AGENT GROUP INC., 350 South Northwest Highway, #300, Park Ridge, IL 60068.
- c) Defendant, **AMERICAN CATALIN CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O BUSINESS FILINGS INCORPORATED, 1203 Governor's Square Blvd., Suite 101, Tallahassee, FL 32301-2960.
- d) Defendant, **A.O. SMITH CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO., 801 Adlai Stevenson Drive, Springfield, IL 62703.
- e) Defendant, **ARMSTRONG PUMPS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at 93 East Avenue, North Tonawanda, NY 14120-6594.
- f) Defendant, **ASTENJOHNSON, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served

pursuant to the Missouri Long-Arm Statute at 4399 Corporate Road, Charleston, SC 29045.

- g) Defendant, **A. SCHULMAN, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 4400 Easton Commons Way, Suite 125, Columbus, OH 43219.
- h) Defendant, **A.W. CHESTERTON CO.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- i) Defendant, **BAYER CORPORATION (A/K/A MOBAY CHEMICAL COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO, 801 Adlai Stevenson Drive, Springfield, IL 62703.
- j) Defendant, **BIRD CORP.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 155 Federal Street, Suite 700, Boston, MA 02110.
- k) Defendant, **BORG-WARNER CORP. (BY ITS SUCCESSOR IN INTEREST TO BORG-WARNER MORSE TEC, INC.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at 3850 Hamlin Road, Auburn Hills, MI 48326.
- l) Defendant, **BRANDON DRYING FABRICS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 75 Beattie Place, Greenville, SC 29601.
- m) Defendant, **BRANDON DRYING FABRICS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 525 Old Piedmont Highway, Greenville, SC 29605.
- n) Defendant, **CBS CORPORATION (F/K/A VIACOM, INC., F/K/A WESTINGHOUSE ELECTRIC CORP.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served

pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION SERVICES COMPANY, 251 Little Falls Drive, Wilmington, DE 19808.

- o) Defendant, **CERTAINTED CORP.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- p) Defendant, **CHAMPLAIN CABLE CORP. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO HAVEG PIPE COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 175 Hercules Drive, Colchester, VT 05446-5951.
- q) Defendant, **CHICAGO BRIDGE & IRON** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- r) Defendant, **CIBA SPECIALTY CHEMICALS CORP. (AS SUCCESSOR IN INTEREST TO CIBA-GEIGY CORP., INCLUDING REN PLASTICS)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION COMPANY, 40600 Ann Arbor Road Suite 201, Plymouth, MI 48170.
- s) Defendant, **CNA HOLDINGS, INC. (F/K/A HNA HOLDINGS, INC., F/K/A HOECHST CELANESE)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- t) Defendant, **CNH AMERICA, LLC ((INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC))** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- u) Defendant, **CONTINENTAL AUTOMOTIVE SYSTEMS, INC. (F/K/A CONTINENTAL TEVES, INC.)** is a foreign corporation

doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION COMPANY, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170.

- v) Defendant, **CONTINENTAL AUTOMOTIVE SYSTEMS, INC. (F/K/A CONTINENTAL TEVES, INC.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 120 South Central Avenue, St. Louis, MO 63105.
- w) Defendant, **CONTINENTAL STRUCTURAL PLASTICS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION COMPANY, 40600 Ann Arbor Road Suite 201, Plymouth, MI 48170.
- x) Defendant, **CONWED CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO WOOD CONVERSION COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 Orange Street, Wilmington, DE 19801.
- y) Defendant, **COPES VULCAN, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 Orange Street, Wilmington, DE 19801.
- z) Defendant, **CRANE COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- aa) Defendant, **DETROIT AXLE** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O MOUHAMED MUSHEINESH, 2000 West 8 Mile, Ferndale, MI 48220.
- bb) Defendant, **DETROIT DIESEL CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its

Registered Agent, C/O CT CORPORATION SYSTEM, 120 South Central Avenue, Clayton, MO 63105.

- cc) Defendant, **DETROIT STOKER COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Chicago, IL 60604.
- dd) Defendant, **E.I. DUPONT DE NEMOURS & COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 Orange Street, Wilmington, DE 19801.
- ee) Defendant, **EATON ELECTRICAL (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CUTLER HAMMER)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- ff) Defendant, **FLOWERVE CORPORATION (F/K/A THE DURIRON COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 1999 Bryan Street, Suite 900, Dallas, TX 75201.
- gg) Defendant, **FLOWERVE CORPORATION (F/K/A VALTEK)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 1999 Bryan Street, Suite 900, Dallas, TX 75201.
- hh) Defendant, **FLOWERVE CORPORATION (F/K/A VALTEK)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 5215 North O'Connor Blvd., Suite 2300, Irving, TX 75039.
- ii) Defendant, **FLOWERVE CORPORATION (F/K/A VALTEK)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 1999 Bryan Street, Suite 900, Dallas, TX 75201.

- jj) Defendant, **FLUOR CORP.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 6700 Las Colinas Blvd., Irving, TX 75039.
- kk) Defendant, **FLUOR ENTERPRISES** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO., 801 Adlai Stevenson Drive, Springfield, IL 62703.
- ll) Defendant, **FMC CORPORATION (ON BEHALF OF ITS FORMER PEERLESS PUMP DIVISION AND CHICAGO PUMP DIVISION)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 Orange Street, Wilmington, DE 19801.
- mm) Defendant, **FORD MOTOR COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- nn) Defendant, **GARBE IRON WORKS** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O JOHN PESHIA, 456 N Broadway, Aurora, IL 60505.
- oo) Defendant, **GARDNER DENVER, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at 1800 Gardner Expressway, Quincy, IL 62301.
- pp) Defendant, **GATES RUBBER COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, CT CORPORATION SYSTEM, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604.
- qq) Defendant, **GENERAL ELECTRIC COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.

- rr) Defendant, **GENUINE PARTS COMPANY (D/B/A NATIONAL AUTOMOTIVE PARTS ASSOCIATION, A/K/A NAPA AND RAYLOC, A DIVISION OF NAPA)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- ss) Defendant, **GESCHMAY CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 75 Beattie Place, Greenville, SC 29601.
- tt) Defendant, **GESCHMAY CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 525 Old Piedmont Highway, Greenville, SC 29605.
- uu) Defendant, **GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY**, is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 906 Olive St, St. Louis, MO 63101.
- vv) Defendant, **GOULDS PUMPS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- ww) Defendant, **H.B. FULLER COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- xx) Defendant, **HONEYWELL, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICES CO., 801 Adlai Stevenson Drive, Springfield, IL 62703.
- yy) Defendant, **HONEYWELL INTERNATIONAL** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its

Registered Agent, CSC-Lawyers Incorporating Service Company, 221 Bolivar Street, Jefferson City, MO 65101.

- zz) Defendant, **IMO INDUSTRIES, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO DELAVAL TURBINE, INC.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- aaa) Defendant, **INDUSTRIAL HOLDINGS CORPORATION (INDIVIDUALLY AND AS SII TO LOCKPORT FELT COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE PRENTICE-HALL CORPORATION SYSTEM, INC., 80 State Street, Albany, NY 12207.
- bbb) Defendant, **ITT CORPORATION, INC. (F/K/A ITT INDUSTRIES, INC., INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO BELL & GOSSETT)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- ccc) Defendant, **JOHN CRANE, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- ddd) Defendant, **JOHNSON CONTROLS INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION COMPANY, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170.
- eee) Defendant, **KAISER GYPSUM COMPANY, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION SERVICE COMPANY, 300 Deschutes Way, S.W., Suite 304, Tumwater, WA 98501.
- fff) Defendant, **MCDONNELL DOUGLAS CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri

Long-Arm Statute at its Registered Agent, ILLINOIS CORPORATION SERVICE CO., 801 Adlai Stevenson Drive, Springfield, IL 62703.

- ggg) Defendant, **MCMaster-CARR SUPPLY COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604.
- hhh) Defendant, **MILWAUKEE VALVE COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 301 South Bedford Street, Suite 1, Madison, WI 53703.
- iii) Defendant, **MORTON INTERNATIONAL, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 150 West Market Street, Suite 800, Indianapolis, IN 46204.
- jjj) Defendant, **MOUNT VERNON MILLS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 503 South Main Street, Mauldin, SC 29662.
- kkk) Defendant, **NATIONAL LIQUID BLASTING CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O DREW WALTEBAUGH, 29830 Beck Road, Wixom, MI 48393.
- lll) Defendant, **NIBCO, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 1516 Middlebury Street, Elkhart, IN 46516.
- mmm) Defendant, **OAKFABCO, INC. (F/K/A KEWANEE BOILER CORPORATION)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , One Lincoln Center, 18 West 140, Butterfield Road, Suite 1100, Oak Brook Terrace, IL 60181.
- nnn) Defendant, **OCCIDENTAL CHEMICAL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO DUREZ)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION

SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.

- ooo) Defendant, **PHARMACIA CORPORATION (F/K/A MONSANTO COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- ppp) Defendant, **PLASTICS ENGINEERING COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O MR. MICHAEL R. BROTZ, REGISTERED AGENT, 3518 Lakeshore Road, P.O. Box 758,, Sheboygan, WI 53082-0758.
- qqq) Defendant, **PNEUMO ABEX, LLC** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION SERVICE CORPORATION, 251 Little Falls Drive, Wilmington, DE 19808.
- rrr) Defendant, **PROCTOR AND GAMBLE PAPER** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O MR. TERRY OVERBEY, One Proctor and Gamble Plaza, Cincinnati, OH 45202.
- sss) Defendant, **QUASAR INDUSTRIES** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O DENISE HIGGINS, 1911 Northfield Drive, Rochester Hills, MI 48309.
- ttt) Defendant, **REICHHOLD, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO, 801 Adlai Stevenson Drive, Springfield, IL 62703.
- uuu) Defendant, **RESINOID ENGINEERING** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- vvv) Defendant, **RILEY POWER, INC. (F/K/A BABCOCK BORSIG POWERS, INC., RILEY STOKER CORP., F/K/A D.B. RILEY)** is

a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 2 N. Jackson Street, Ste 605, Montgomery, AL 36104-3821.

- www) Defendant, **ROBROY INDUSTRIES** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 Bolivar Street, Jefferson City, MO 65101.
- xxx) Defendant, **ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ALLEN BRADLEY AND ROSTONE)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at 1201 South Second Street, Milwaukee, WI 53204-2496.
- yyy) Defendant, **ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION COMPANY, 40600 Ann Arbor Road East, Suite 201, Plymouth, MI 48170.
- zzz) Defendant, **RUST INTERNATIONAL, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO M.W. KELLOGG AND SWINDELL DRESSER CO.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 Orange Street, Wilmington, DE 19801.
- aaaa) Defendant, **RWC INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O WILLIAM PERLBERG, 2105 S. Euclid Avenue, Bay City, MI 48706.
- bbbb) Defendant, **S & C ELECTRIC COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 120 South Central Avenue, Clayton, MO 63105.
- cccc) Defendant, **SANTA FE BRAUN, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ENTITIES INCLUDING, BUT**

NOT LIMITED TO, C.F. BRAUN & CO., C.F. BRAUN CONSTRUCTORS, INC. AND JGB, INC.) is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CAPITOL SERVICES, INC., 1675 South State Street, Suite B, Dover, DE 19901.

- dddd) Defendant, **SCAPA DRYER FABRICS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ARMOUR RISK MANAGEMENT, INC, 1880 JFK Blvd., Suite 801, Philadelphia, PA 19103.
- eeee) Defendant, **SCHNEIDER ELECTRIC USA, INC. (F/K/A SQUARE D COMPANY)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE COMPANY, 801 Adlai Stevenson Drive, Springfield, IL 62703.
- ffff) Defendant, **SEARS, ROEBUCK & COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O MR. KENNETH L. VERMILION, 3333 Beverly Road, Hoffman Estates, IL 60179.
- gggg) Defendant, **SIMPSON TIMBER COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O MS. KATHERINE NAVARRO, REGISTERED AGENT, 1301 5th Avenue, Suite 2700, Seattle, WA 98101.
- hhhh) Defendant, **SPIRAX SARCO, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- iiii) Defendant, **STEEL TECHNOLOGIES LLC** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION SERVICE COMPANY, 421 West Main Street, Frankfort, KY 40601.
- jjjj) Defendant, **TAMKO ROOFING PRODUCTS** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its

Registered Agent, C/O CT CORPORATION SYSTEM, 120 South Central Avenue, St. Louis, MO 63105.

- kkkk) Defendant, **THE BOEING COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO, 801 Adlai Stevenson Drive, Springfield, IL 62703.
- llll) Defendant, **THE DOW CHEMICAL COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, 2030 Dow Center, Midland, MI 48674.
- mmmm) Defendant, **TRANE U.S., INC. (F/K/A AMERICAN STANDARD, INC., INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO KEWANEE BOILER CORP.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO., 801 Adlai Stevenson Drive, Springfield, IL 62703.
- nnnn) Defendant, **U.S. STEEL CORPORATION (AS SUCCESSOR IN INTEREST TO USX CORPORATION, A/K/A USS CHEMICAL, F/K/A USS NOVAMONT, INC.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 Bolivar Street, Jefferson City, MO 65101.
- oooo) Defendant, **UNION CARBIDE CORPORATION** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.
- pppp) Defendant, **UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O SECRETARY OF STATE, 30 Trinity St, Hartford, CT 06106.
- qqqq) Defendant, **VELAN VALVES** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O MR. MICHAEL PARSONS, 94 Avenue C, Williston, VT 05495.

- rrrr) Defendant, **VIKING PUMP, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 406 State Street, Cedar Falls, IA 50613.
- ssss) Defendant, **WARREN PUMPS, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O THE CORPORATION TRUST COMPANY, CORPORATION TRUST CENTER, 1209 Orange Street, Wilmington, DE 19801.
- tttt) Defendant, **WEAVEXX CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO HUYCK CORP.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION SERVICE COMPANY, 327 Hillsborough Street, Raleigh, NC 27603.
- uuuu) Defendant, **WEIL MCLAIN** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 500 Blaine Street, Michigan City, IN 46360.
- vvvv) Defendant, **WEIR VALVES AND CONTROLS USA, INC. (F/K/A ATWOOD AND MORRILL)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, , 29 Old Right Road, Ipswich, MA 01938.
- wwwv) Defendant, **WESTERN AUTO SUPPLY COMPANY** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Ste 814, Chicago, IL 60604.
- xxxx) Defendant, **WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O ILLINOIS CORPORATION SERVICE CO, 801 Adlai Stevenson Drive, Springfield, IL 62703.
- yyyy) Defendant, **WILSONART INTERNATIONAL, INC.** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its

Registered Agent, C/O CT CORPORATION SYSTEM, 1999 Bryan Street, Suite 900, Dallas, TX 75201-3136.

zzzz) Defendant, **XERIUM TECHNOLOGIES, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO HUYCK CORP.)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CORPORATION SERVICE COMPANY, 327 Hillsborough Street, Raleigh, NC 27603.

aaaaa) Defendant, **ZURN INDUSTRIES, INC. (A/K/A AND AS SUCCESSOR BY MERGER TO ERIE CITY IRON WORKS)** is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CT CORPORATION SYSTEM, 208 South LaSalle Street, Suite 814, Chicago, IL 60604-1101.

bbbbb) Defendant, **GOODYEAR TIRE & RUBBER COMPANY**, is a foreign corporation doing business in the State of Missouri; said corporation may be served pursuant to the Missouri Long-Arm Statute at its Registered Agent, C/O CSC-LAWYERS INCORPORATING SERVICE COMPANY, 221 Bolivar, Jefferson City, MO 65101.

5. At various times during the course of Plaintiff's employment, Plaintiff was exposed to and inhaled, ingested or otherwise absorbed large amounts of asbestos fibers emanating from certain products he was working with and around which were manufactured, sold, distributed or installed by the Defendants. Plaintiff's exposure to the materials, products, equipment, activities and conditions attributable to the various Defendants occurred at different times as to each and not necessarily throughout Plaintiff's entire career or life as to any particular Defendant.

6. The below mentioned Defendants are jointly and severally liable in that they contributed to Plaintiff's injuries: ALBANY INTERNATIONAL CORP; AMERICAN CATALIN CORPORATION; A.O. SMITH CORPORATION; ARMSTRONG PUMPS, INC.; ASTENJOHNSON, INC.; A. SCHULMAN, INC.; A.W. CHESTERTON CO; BAYER CORPORATION (A/K/A MOBAY CHEMICAL COMPANY); BIRD CORP.; BORG-WARNER CORP. (BY ITS SUCCESSOR IN INTEREST TO BORG-WARNER MORSE TEC,

INC.); BRANDON DRYING FABRICS, INC.; BRANDON DRYING FABRICS, INC.; CBS CORPORATION (F/K/A VIACOM, INC., F/K/A WESTINGHOUSE ELECTRIC CORP.); CERTAINTEED CORP.; CHAMPLAIN CABLE CORP. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO HAVEG PIPE COMPANY); CHICAGO BRIDGE & IRON; CIBA SPECIALTY CHEMICALS CORP. (AS SUCCESSOR IN INTEREST TO CIBA-GEIGY CORP., INCLUDING REN PLASTICS); CNA HOLDINGS, INC. (F/K/A HNA HOLDINGS, INC., F/K/A HOECHST CELANESE); CNH AMERICA, LLC ((INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC)); CONTINENTAL AUTOMOTIVE SYSTEMS, INC. (F/K/A CONTINENTAL TEVES, INC.); CONTINENTAL AUTOMOTIVE SYSTEMS, INC. (F/K/A CONTINENTAL TEVES, INC.); CONTINENTAL STRUCTURAL PLASTICS, INC.; CONWED CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO WOOD CONVERSION COMPANY); COPEL VULCAN, INC.; CRANE COMPANY ; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; E.I. DUPONT DE NEMOURS & COMPANY; EATON ELECTRICAL (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CUTLER HAMMER); FLOWERVE CORPORATION (F/K/A THE DURIRON COMPANY); FLOWERVE CORPORATION (F/K/A VALTEK); FLUOR CORP.; FLUOR ENTERPRISES; FMC CORPORATION (ON BEHALF OF ITS FORMER PEERLESS PUMP DIVISION AND CHICAGO PUMP DIVISION; FORD MOTOR COMPANY; GARBE IRON WORKS; GARDNER DENVER, INC.; GATES RUBBER COMPANY; GENERAL ELECTRIC COMPANY; GENUINE PARTS COMPANY (D/B/A NATIONAL AUTOMOTIVE PARTS ASSOCIATION, A/K/A NAPA AND RAYLOC, A DIVISION OF NAPA); GESCHMAY CORPORATION; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; GOULDS

PUMPS, INC.; H.B. FULLER COMPANY; HONEYWELL, INC.; HONEYWELL INTERNATIONAL; IMO INDUSTRIES, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO DELAVAL TURBINE, INC.); INDUSTRIAL HOLDINGS CORPORATION (INDIVIDUALLY AND AS SII TO LOCKPORT FELT COMPANY); ITT CORPORATION, INC. (F/K/A ITT INDUSTRIES, INC., INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO BELL & GOSSETT); JOHN CRANE, INC.; JOHNSON CONTROLS INC.; KAISER GYPSUM COMPANY, INC.; MCDONNELL DOUGLAS CORPORATION; MCMASTER-CARR SUPPLY COMPANY; MILWAUKEE VALVE COMPANY; MORTON INTERNATIONAL, INC.; MOUNT VERNON MILLS, INC.; NATIONAL LIQUID BLASTING CORPORATION; NIBCO, INC.; OAKFABCO, INC. (F/K/A KEWANEE BOILER CORPORATION); OCCIDENTAL CHEMICAL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO DUREZ); PHARMACIA CORPORATION (F/K/A MONSANTO COMPANY); PLASTICS ENGINEERING COMPANY; PNEUMO ABEX, LLC; PROCTOR AND GAMBLE PAPER ; QUASAR INDUSTRIES; REICHHOLD, INC.; RESINOID ENGINEERING; RILEY POWER, INC. (F/K/A BABCOCK BORSIG POWERS, INC., RILEY STOKER CORP., F/K/A D.B. RILEY); ROBROY INDUSTRIES; ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ALLEN BRADLEY AND ROSTONE); ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RUST INTERNATIONAL, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO M.W. KELLOGG AND SWINDELL DRESSER CO.); RWC INC.; S & C ELECTRIC COMPANY; SANTA FE BRAUN, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ENTITIES INCLUDING, BUT NOT LIMITED TO, C.F. BRAUN & CO., C.F. BRAUN

CONSTRUCTORS, INC. AND JGB, INC.); SCAPA DRYER FABRICS, INC.; SCHNEIDER ELECTRIC USA, INC. (F/K/A SQUARE D COMPANY); SEARS, ROEBUCK & COMPANY; SIMPSON TIMBER COMPANY; SPIRAX SARCO, INC.; STEEL TECHNOLOGIES LLC; TAMKO ROOFING PRODUCTS; THE BOEING COMPANY; THE DOW CHEMICAL COMPANY; TRANE U.S., INC. (F/K/A AMERICAN STANDARD, INC., INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO KEWANEE BOILER CORP.); U.S. STEEL CORPORATION (AS SUCCESSOR IN INTEREST TO USX CORPORATION, A/K/A USS CHEMICAL, F/K/A USS NOVAMONT, INC.); UNION CARBIDE CORPORATION; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; VELAN VALVES; VIKING PUMP, INC.; WARREN PUMPS, INC.; WEAVEXX CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO HUYCK CORP.); WEIL MCLAIN; WEIR VALVES AND CONTROLS USA, INC. (F/K/A ATWOOD AND MORRILL); WESTERN AUTO SUPPLY COMPANY; WHIRLPOOL CORPORATION ((INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION); WILSONART INTERNATIONAL, INC.; XERIUM TECHNOLOGIES, INC. (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO HUYCK CORP.); ZURN INDUSTRIES, INC. (A/K/A AND AS SUCCESSOR BY MERGER TO ERIE CITY IRON WORKS), and **GOODYEAR TIRE & RUBBE COMPANY**.

7. This Court has specific jurisdiction over the non-resident defendants because they (1) transact (and/or during the relevant time period transacted) business within Missouri, including business directly related to plaintiff's allegations herein; (2) caused plaintiff to be exposed to asbestos in Missouri and/or otherwise committed a tortious act within the state; and/or (3) committed a tortious act outside Missouri that caused or contributed to plaintiff's exposure to

asbestos in Missouri or otherwise caused him to suffer injuries in Missouri, and said acts were directed in whole or in part toward the state. Furthermore, each of the non-resident defendants: (A) (i) regularly does or solicits (and/or during the relevant time period did or solicited) business; (ii) engages (and/or during the relevant time period engaged) in one or more other persistent courses of conduct, including conduct related to Plaintiff's allegations herein; and/or (iii) derives (and/or during the relevant time period derived) substantial revenue from goods used or consumed or services rendered in the state, including from products and/or services at issue herein; or (B) expected or should reasonably have expected (and/or during the relevant time period expected or should have reasonably expected) its acts to have consequence in Missouri, and derives (and/or during the relevant time period derived) substantial revenue from interstate or international commerce.

8. The Federal Courts lack subject matter jurisdiction over this action, as there is no federal question and incomplete diversity of citizenship due to the presence of Missouri Defendants. Removal is improper. Every claim arising under the constitution, treaties, or laws of the United States is expressly disclaimed (including any claim arising from an act or omission on a federal enclave, or of any officer of the U.S. or any agency or person acting under him occurring under color of such office). No claim of admiralty or maritime law is raised. Plaintiffs sue no foreign state or agency. Venue is proper in this county in Missouri.

COUNT I

STRICT LIABILITY

9. Plaintiffs herein incorporate by reference Paragraphs 1 through 7 of this Petition.

10. At the time Defendants and each of them manufactured, sold and distributed the asbestos-containing products to which Plaintiff was exposed, said products were in a defective condition and were unreasonably dangerous in that:

- (a) Said products contained friable asbestos fibers as a constituent substance;
- (b) Said asbestos fibers were highly toxic, deleterious, poisonous and harmful to the health of Plaintiff and others similarly situated;
- (c) Said products were not accompanied by any warning or by adequate warning advising of the danger of exposure to asbestos or of precautions to be employed in the use of asbestos-containing products.

11. Said products reached the plant in substantially the same condition as when manufactured, distributed and sold.

12. At all times relevant hereto, said products were used in the manner and environment intended, and in a manner reasonably foreseeable and anticipated by Defendants and each of them.

13. As a direct and proximate result of the foregoing, Plaintiff was exposed to, inhaled, ingested or otherwise absorbed asbestos fibers, causing Plaintiff to develop mesothelioma, which has disabled and disfigured him. Plaintiffs have in the past, and will in the future, be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of Plaintiff's mesothelioma, including the medical monitoring. Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of his mesothelioma.

WHEREFORE, Plaintiffs pray judgment be entered against the Defendants for actual and compensatory damages as are fair and reasonable, in excess of TWENTY-FIVE THOUSAND (\$25,000) DOLLARS, including the cost of this action and any other such relief as the court deems just and equitable.

COUNT II

NEGLIGENCE

14. Plaintiffs herein incorporate by reference Paragraphs 1 through 13 of this Petition.

15. At all times herein set forth, the products of Defendants and each of them were being employed in the manner and for the purposes for which they were intended.

16. Plaintiff's exposure to, and inhalation, ingestion or absorption of the asbestos fibers emanating from the above-mentioned products was completely foreseeable and could or should have been anticipated by the Defendants and each of them.

17. Defendants and each of them knew or should have known that the asbestos fibers contained in their products had a toxic, poisonous, and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them.

18. At all times herein relevant, Defendants and each of them had a duty to exercise reasonable care and caution for the safety of the Plaintiff and others working with or around the products of the Defendants containing asbestos.

19. Defendants and each of them failed to exercise ordinary care and caution for the safety of Plaintiff in one or more of the following respects:

- (a) Included asbestos in their products, even though it was completely foreseeable and could or should have been anticipated that persons such as the Plaintiff working with or around them would inhale, ingest or otherwise absorb great amounts of that asbestos;
- (b) Included asbestos in their products when the Defendants knew or should have known that said asbestos fibers would have a toxic, poisonous and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them;
- (c) Included asbestos in their products when adequate substitutes for the asbestos in them were available;
- (d) Failed to provide any or adequate warnings to persons working with or around the products of the dangers of inhaling, ingesting or otherwise absorbing the asbestos fibers contained in them;
- (e) Failed to provide any or adequate instructions concerning the safe methods of working with or around the products, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers in them;

- (f) Failed to conduct tests on the asbestos- containing products manufactured, sold, delivered or installed by the Defendants in order to determine the hazards to which workers such as the Plaintiff might be exposed while working with or around the products; and
- (g) Failed to recall asbestos-containing products which it had manufactured, sold, delivered, or installed.

20. As a direct and proximate result of the foregoing, Plaintiff was exposed to, inhaled, ingested or otherwise absorbed asbestos fibers, causing Plaintiff to develop mesothelioma, which has disabled and disfigured him. Plaintiffs have in the past, and will in the future, be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of Plaintiff's mesothelioma, including the medical monitoring. Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of his mesothelioma.

WHEREFORE, Plaintiffs pray judgment be entered against the Defendants for actual and compensatory damages as are fair and reasonable, in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, including the cost of this action and any other such relief that the court deems just and equitable.

COUNT III

WILLFUL AND WANTON MISCONDUCT

- 21. Plaintiffs herein incorporate by reference Paragraphs 1 through 20 of this Petition.
- 22. Defendants and each of them are guilty of one or more of the following acts or omissions amounting to willful and wanton misconduct:

- (a) Intentionally or with a reckless disregard for the safety of Plaintiff, included asbestos in their products, even though it was completely foreseeable and could or should have been anticipated that persons

such as the Plaintiff working with or around them would inhale, ingest or otherwise absorb great amounts of that asbestos;

- (b) Intentionally or with a reckless disregard for the safety of Plaintiff, included asbestos in their products when the Defendants knew or should have known that said asbestos fibers would have a toxic, poisonous and highly deleterious effect upon the health of persons inhaling, ingesting or otherwise absorbing them;
- (c) Intentionally or with a reckless disregard for the safety of Plaintiff, included asbestos in the products when adequate substitutes were available;
- (d) Intentionally or with a reckless disregard for the safety of the Plaintiff, failed to provide any or adequate warnings to persons working with or around the products of the dangers of inhaling, ingesting or otherwise absorbing the asbestos fibers in them;
- (e) Intentionally or with a reckless disregard for the safety of the Plaintiff, failed to provide any or adequate instructions concerning the safe methods of working with or around the products, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers in them;
- (f) Intentionally or with a reckless disregard for the safety of the Plaintiff, failed to conduct tests on the asbestos-containing products manufactured, sold or delivered by the Defendants in order to determine the hazards to which workers such as the Plaintiff might be exposed while working with or around the products; and
- (g) Failed to recall asbestos-containing products which it had manufactured, sold, delivered and installed.

23. As a direct and proximate result of the foregoing, Plaintiff was exposed to, inhaled, ingested or otherwise absorbed asbestos fibers, causing Plaintiff to develop mesothelioma, which has disabled and disfigured him. Plaintiffs have in the past, and will in the future, be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of Plaintiff's mesothelioma, including the medical monitoring. Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of his mesothelioma.

WHEREFORE, Plaintiffs pray that, in addition to actual and compensatory damages, he be awarded punitive and exemplary damages against each Defendant separately in an amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS.

COUNT IV
STRICT LIABILITY

Comes now, Plaintiffs, ROBIN SCHMIDT and JOANN SCHMIDT, *his wife*, by their attorneys, THE GORI LAW FIRM, P.C. and THE LANIER LAW FIRM, P.C., and for their cause of action against the Defendant, HONEYWELL INTERNATIONAL, INC. (f/k/a ALLIEDSIGNAL, INC., Successor in Interest to THE BENDIX CORPORATION), states:

24. Plaintiffs herein incorporate by reference Paragraphs 1 through 23 of this Petition.

25. Upon information and belief, Defendant, HONEYWELL INTERNATIONAL, INC. , manufactured, sold, and/or distributed asbestos-containing products as late as 2001, and possibly continued to manufacture, sell, and/or distribute said products from 2001 to present. Investigation continues as to the last date Defendant, HONEYWELL INTERNATIONAL, INC., manufactured, sold, and/or distributed asbestos-containing products.

26. At the time Defendant, HONEYWELL INTERNATIONAL, INC., manufactured, sold, and/or distributed asbestos-containing products to which Plaintiff was exposed, said products were in a defective condition and were unreasonably dangerous in that:

- a. Said products contain asbestos as a constituent substance;
- b. Said asbestos was highly toxic, deleterious, poisonous, carcinogenic and harmful to the health of Plaintiff and others similarly situated;
- c. Said products were not accompanied by any or adequate warnings advising of the danger of exposure to asbestos or of precautions to the development and the use of asbestos-containing products.

27. Said substances and products reached Plaintiff's work site and/or home in substantially the same condition as when manufactured, distributed and sold.

28. At all times relevant hereto, said products were used in the manner and environment intended, and in a manner reasonably foreseeable and anticipated by Defendants.

29. The aforesaid asbestos products or processes containing each were in a defective condition and constituted abnormally hazardous and ultra hazardous substances.

30. As a direct and proximate result of said defective, unreasonably dangerous and ultra hazardous conditions of said products and processes Plaintiff was exposed to and inhaled, ingested or otherwise absorbed great amounts of asbestos and products or processes containing each causing Plaintiff to develop the asbestos-related disease aforesaid, which has disabled and disfigured Plaintiff. Plaintiff has in the past and will in the future expend large sums of monies for hospital, medical and healthcare services necessary for the treatment of his chemically-induced diseases and conditions, including the medical monitoring of his condition; and that Plaintiff further fears that he will contract additional diseases as a result of his exposure.

WHEREFORE, Plaintiffs pray judgment be entered against the Defendant, HONEYWELL INTERNATIONAL, INC., for actual compensatory damages as are fair and reasonable, in excess of \$50,000.00, including the cost of this action and any other such relief as the Court deems just and equitable.

COUNT V

CONSPIRACY

31. Plaintiffs herein incorporate by reference Paragraphs 1 through 30 of this Petition.

32. During the course of his employment, Plaintiff was exposed to and inhaled, ingested or otherwise absorbed large amounts of asbestos fibers emanating from certain products

he was working with and around which were manufactured, sold or distributed by the Defendants named in Count I above.

33. The Defendants individually and as agents of one another and as co-conspirators, agreed and conspired among themselves and with other asbestos manufacturers, distributors, and trade organizations, to injure the Plaintiff in the following manner.

34. Beginning in the late 1920's, the conspirators, Johns-Manville, Raybestos-Manhattan, Metropolitan Life, and Pneumo Abex Corporation, and others conducted research on asbestos-related health problems and as a result undertook a duty to inform the consuming public about any health risks that could be associated therewith. In approximately 1929, the conspirator, Metropolitan Life Insurance Company, through its agents and employees acting within the scope of their employment, notably Dr. Anthony J. Lanza, began an investigation of asbestos-related health hazards in the United States, by studying asbestos mines in Canada and on the Eastern seaboard of the United States. In 1935, this study was altered by Lanza, with the full knowledge of Metropolitan, at the request of and in concert with the asbestos industry, and the conspirators named herein in order wrongly to influence the United States Public Health Service, the United States medical community and various state legislatures, including the New Jersey Worker's Compensation Commission. At all times mentioned herein, Metropolitan Life Insurance Company was the general medical, disability and life insurance carrier, both occupational and non-occupational, for the conspirators Johns-Manville in the U.S. and Canada, and Raybestos-Manhattan, as well as others in the industry.

35. Dr. Lanza's omission of any citation to the significant English literature from his 1935 published report was a continuation of the policy of Metropolitan Life and its co-conspirators,

to misrepresent and suppress relevant information about the seriousness of asbestosis disease, especially to asbestos industry employees and consumers of asbestos products.

36. The following conspirators were members of the trade association known as the Quebec Asbestos Mining Association ("Q.A.M.A."): Johns-Manville Corporation, Carey Canada, individually and as successor to Quebec Asbestos Corporation, National Gypsum Company and Turner & Newall, individually and successor to Bell Asbestos. These conspirators, members of the Q.A.M.A., participated in the above-described material misrepresentations of the work of Dr. Leroy Gardner published by Dr. Arthur Vorwald in the AMA Archives of Industrial Health in 1951. Evidence of the Q.A.M.A.'s involvement in this misrepresentation arises from co-conspirator Johns-Manville's membership in the Q.A.M.A., as well as correspondence from co-conspirators dated 10/29/47, 11/26/47, 3/6/38, 10/15/48, 3/8/49, 3/21/51 and 9/6/50 and all indicating close monitoring of the editing process of Dr. Gardner's work by Q.A.M.A.'s representative Mr. Ivan Sabourin, acting on behalf of all Q.A.M.A. members, and also acting in close concert with the Metropolitan Life Insurance Company and Dr. Anthony J. Lanza.

37. In addition to the above described actions, the conspirators, through their agent, Dr. Anthony J. Lanza of the Metropolitan Life Insurance Company, made a concerted effort to discredit and to terminate the studies and experiments of certain scientists who were developing data of profound importance for the area of public health in relation to the lung cancer hazard which in fact did exist for workers and bystanders in the asbestos industry.

38. Because of the above-described efforts of Dr. Lanza of Metropolitan Life, and the other co-conspirators, many other active scientists in the field of environmental cancer were driven out of their laboratories soon after describing their findings on cancer hazards of asbestos/industrial health origin. This included Dr. Gerritt Schepers, who had conducted in-patient studies in South

Africa. (Lanza and Vandiver Brown suppressed the publication of Schepers work while Schepers was affiliated at New York University.) These efforts wrongfully obstructed and confused the real asbestos hazard situation, and had a profound retarding effect on the evaluation of the truth in asbestos and asbestos-related health and cancer research.

39. In addition to all allegations above, the conspirators actively suppressed publications concerning asbestosis in the Asbestos Magazine, a trade magazine and important source of information to the public, and also to users of asbestos products, including users such as the Plaintiff herein. This magazine was read by sales and marketing personnel in the asbestos industry.

40. The acts of the defendant conspirators, as described above, constitute a fraudulent misrepresentation/concealment which proximately caused the injuries to the Plaintiff in the following manner:

(A) The material published or caused to be published by the conspirators was false and incomplete in that the Defendants knowingly and deliberately deleted references to the known health hazards of asbestos and asbestos-related products.

(B) The Defendants individually, as members of a conspiracy, and as agents of other co-conspirators, intended the publication of false and misleading reports, and/or the non-disclosure of documented reports of the health hazards of asbestos:

1. To maintain a favorable atmosphere for the continued sale and distribution and use of asbestos and asbestos-related products;
2. To assist in the continued pecuniary gain of the Defendants through the sale of asbestos products to an ignorant public;
3. To influence in the Defendants' favor legislation to regulate asbestos exposures and limit medical and disability claims for compensation;

4. To provide a defense in lawsuits brought for injury resulting from asbestos disease;
5. To prevent relevant medical inquiry about asbestos disease;
6. To mislead the general public, and the Decedent herein, about the hazards associated with asbestos products; and
7. To induce the Plaintiff to use and continue to use asbestos products.

C. The Plaintiff reasonably relied upon the published medical and scientific data documenting the purported safety of asbestos and asbestos-related products, and the absence of published medical and scientific reports on the hazards of asbestos and asbestos-related products to asbestos because Plaintiff believed it to be safe.

D. Defendants individually, and as members of a conspiracy, and as agents of other co-conspirators intended that the Plaintiff rely upon the published reports regarding the safety of asbestos and asbestos-related products and upon the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products, to continue his exposure to those products.

E. Defendants individually, and as members of a conspiracy, and as agents of other co-conspirators were in a position of superior knowledge regarding the health hazards of asbestos and therefore the Plaintiff and others deciding to use said asbestos-containing products to which Plaintiff was exposed had a right to rely and did rely on the published reports commissioned by the Defendant regarding the health hazards of asbestos and the absence of published medical and scientific data regarding the hazards of asbestos and asbestos-related products.

F. Plaintiff suffered injuries as a direct and proximate result of the acts alleged above.

41. As a direct and proximate result of Metropolitan Life's intentional publication of deceptive and misleading medical data and information, as described in the preceding paragraphs, upon which data the Plaintiff reasonably relied, the Defendants caused asbestos and/or asbestos-

containing products to be used by Plaintiff and Plaintiff has inhaled or otherwise ingested hazardous asbestos dust, and/or will inhale or ingest hazardous asbestos dust, resulting in injuries.

42. Additionally and alternatively, as a direct and proximate result of Metropolitan Life, and Pneumo Abex Corporation's actions and omissions as described above, the Plaintiff was caused to remain ignorant concerning the danger of human exposure to asbestos, resulting in damage to the Plaintiff by depriving the Plaintiff, his agents, employees and the general public, of opportunities to be aware of the hazards of asbestos exposure, and thus the opportunity to take proper safety precautions and/or avoid exposure to asbestos dust. Because of this ignorance on the part of the Plaintiff, Metropolitan Life, and Pneumo Abex Corporation's failure to warn, Metropolitan Life, and Pneumo Abex Corporation's concealment from the Plaintiff of the alteration of its published test results, and the actions and omissions and concerted design and conspiracy of Metropolitan Life, and Pneumo Abex Corporation, and others, all as described above, the Plaintiff was occupationally exposed to asbestos and/or asbestos-containing products used at his places of employment and have inhaled or otherwise ingested hazardous asbestos dust resulting in his developing an asbestos-related disease.

43. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of Metropolitan Life, and Pneumo Abex Corporation, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed great amount of asbestos fibers causing Plaintiff to develop the asbestos diseases aforesaid, which has disabled and disfigured the Plaintiff; the Plaintiff has in the past and will in the future be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of his asbestos-induced diseases and conditions; the Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation, ingestion and

absorption of said asbestos fibers; that as a further result of his asbestos-induced MESOTHELIOMA, the Plaintiff has in the past and will in the future be hindered and prevented from pursuing his normal course of employment, thereby losing large sums of money which otherwise would have accrued to him.

WHEREFORE, Plaintiffs pray that, in addition to actual and compensatory damages, they be awarded punitive and exemplary damages against each Defendant separately in an amount in excess of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS.

COUNT VI

(FRAUDULENT MISREPRESENTATION AGAINST PREMISE DEFENDANTS)

Now come the Plaintiffs ROBIN SCHMIDT, and JOANN SCHMIDT, his wife, by their attorneys, THE GORI LAW FIRM, P.C., and THE LANIER LAW FIRM., P.C., and for their cause of action against the Premise Defendants states as follows:

44. Plaintiffs repeat and re-allege Paragraph 1 through 43 of this Petition.

45. During the course of his work at the location mentioned above, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed large amounts of asbestos fibers emanating from certain products he was working with and around, which products were supplied by CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS

CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY.**

46. Plaintiff was unaware of the dangers of the asbestos-containing products which rendered them unsafe for their intended use. At the time Plaintiff used or worked around these products, such use was in a manner that was reasonably anticipated by Premise Defendants.

47. That on or about March 20, 2019, Plaintiff ROBIN SCHMIDT first became aware that he had developed MESOTHELIOMA. However, the Plaintiff later learned that said disease was wrongfully caused.

48. Premise Defendants; CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES;

ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, through its officers and employees, knew or should have known at least by 1930 that asbestos-containing products which it supplied and which were used extensively throughout the facility, were a health hazard to people who worked with and around them, and in the alternative, had no positive proof that prolonged exposure to asbestos was safe. Notwithstanding this knowledge, Premise Defendants; CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL

CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, engaged in the following omissions or commissions:

- (a) It deliberately, intentionally, wantonly and designedly furnished asbestos-containing products to Plaintiff for use in his duties at the facility;
- (b) It deliberately, intentionally, wantonly and designedly failed to warn Plaintiff about the known dangers of asbestos exposure at the facility;
- (c) It deliberately, intentionally, wantonly and designedly failed to inform Plaintiff of its known potentially hazardous work place as a result of asbestos exposure;
- (d) It deliberately, intentionally, wantonly and designedly failed to replace the hazardous asbestos-containing products with asbestos substitutes which it knew or should have known by 1930 were available;
- (e) It deliberately, intentionally, wantonly and designedly failed to abate or contain the unsafe work environment although it knew or should have known in the 1930s that containment and abatement were available;
- (f) It deliberately, intentionally, wantonly and designedly made Plaintiff work in dangerous areas of the facility knowing that it posed a significant health hazard to people because of the friable and deteriorating condition of asbestos-containing products;
- (g) It deliberately, intentionally, wantonly and designedly failed to restrict Plaintiff from working in dangerous areas of the facility which had been identified as posing a significant health hazard because of the friable or deteriorating condition of asbestos-containing products;
- (h) It deliberately, intentionally, wantonly and designedly failed to provide any or adequate instructions concerning the safe methods of working with and around the products it supplied, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers;
- (i) It deliberately, intentionally, wantonly and designedly failed to provide masks, respirators or other protective apparel to Plaintiff, thereby permitting Plaintiff to work around hazardous asbestos-containing material without protection; and

49. In failing to act on each of these items as listed in Paragraph 5, both individually and collectively, Premise Defendants; CNH AMERICA, LLC (INDIVIDUALLY AND AS

SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, deliberately, intentionally, wantonly and designedly engaged in conduct designed to actively conceal and suppress material facts knowing Plaintiff would rely on these facts to his detriment and cause him bodily harm.

50. In failing to act on each of these items as listed in Paragraph 5, both individually and collectively, Premise Defendants; CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of

GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, through its silence deliberately, intentionally, wantonly and designedly engaged in false and deceptive conduct of a material nature, knowing or believing said conduct to be false and doing it for the purpose of inducing Plaintiff to continue to work at *, causing him bodily harm. Plaintiff reasonably believed and relied on Defendant's conduct to his detriment.

51. In failing to act on each of these items as listed in Paragraph 5, both individually and collectively, Premise Defendants; CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES;

ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, committed, commanded or expressly authorized the concealment of the known dangers of asbestos intending that the Plaintiff would rely on its silence and thereby inhale, ingest or otherwise absorb asbestos fibers and become injured.

52. Premise Defendants undertook a duty to provide a safe work place for Plaintiff. Premise Defendants CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO

SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, knew that Plaintiff relied on it to provide a safe work place. In permitting and knowing that Plaintiff would rely on Defendant to provide a safe work place, Premise Defendants deliberately, intentionally, wantonly and designedly engaged in a false representation of a material fact, knowing it to be false and doing it for the purpose of inducing Plaintiff to continue to work at CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, Plaintiff reasonably believed and relied on Premise Defendants false representation to his detriment. By this conduct, Premise Defendants intended to cause bodily harm to Plaintiff.

53. As a proximate cause of each of the foregoing acts or omissions, active concealments and false representations, and intentional and wanton conduct, both individually and collectively, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed great amounts of asbestos fibers without his consent, causing Plaintiff to develop MESOTHELIOMA; the Plaintiff has in the past and will in the future be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of his asbestos-induced disease and conditions; the Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation, ingestion and absorption of said asbestos fibers; and that as a further result of his asbestos-induced disease and conditions, the Plaintiff has in the past and will in the future be hindered and prevented from pursuing his normal course of work, thereby losing large sums of money which otherwise would have accrued to him.

WHEREFORE, Plaintiffs pray judgment be entered against the Defendant in a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS for their economic damages which will fairly and reasonably compensate for the Plaintiff's injuries.

COUNT VII

(BATTERY AGAINST PREMISE DEFENDANTS)

Now come the Plaintiffs ROBIN SCHMIDT and JOANN SCHMIDT, his wife, by their attorneys, THE GORI LAW FIRM, P.C., and THE LANIER LAW FIRM, P.C., and for their cause of action against the Defendants, CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of

GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, (“Premise Defendants”), states as follows:

54. Plaintiffs repeat and re-allege Paragraphs 1 through 53 of this Petition.

55. In failing to act on each of these items as listed in Paragraph 5, both individually and collectively, Premise Defendants, through its silence deliberately, intentionally, wantonly and designedly concealed the known dangers of asbestos, intending that Plaintiff would come in contact with asbestos and that asbestos fibers would become trapped in Plaintiff's lungs without his consent.

56. In failing to act on each of these items as listed in Paragraph 5, both individually and collectively, Premise Defendants, through its silence deliberately, intentionally, wantonly and designedly engaged in a course of conduct intending that Plaintiff would inhale, ingest or otherwise absorb asbestos fibers and become injured.

57. In failing to act on each of these items as listed in the above referenced paragraphs, both individually and collectively, Premise Defendants, committed, commanded or expressly

authorized the concealment of the known dangers of asbestos intending that the Plaintiff would come in contact with asbestos and inhale, ingest, or otherwise absorb asbestos fibers which would result in Plaintiff's injury.

WHEREFORE, Plaintiffs pray judgment be entered against the Premise Defendant for a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS for their economic damages, which will fairly and reasonably compensate for the Plaintiff's injuries.

COUNT VIII

(NEGLIGENCE AGAINST PREMISE DEFENDANTS)

Now come the Plaintiffs, ROBIN SCHMIDGE and JOANN SCHMIDT, his wife, by their attorneys, THE GORI LAW FIRM, P.C., and THE LANIER LAW FIRM., P.C. and for their cause of action against the Defendants, CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND

AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, (“Premise Defendants”) states as follows:

58. Plaintiffs repeat and re-allege Paragraphs 1 through 57 of this Petition.

59. Premise Defendants, through its officers and employees, knew or should have known at least by 1930 that asbestos-containing products which it supplied and which were used extensively throughout the facility, were a health hazard to people who worked with and around them, and in the alternative, had no positive proof that prolonged exposure to asbestos was safe.

60. Premise Defendants, as employers of Plaintiff, owed to Plaintiff a duty to provide a safe place to work and a duty to give Plaintiff timely notice of latent or concealed dangers which were known or should have been known by the Premise Defendants.

61. Premise Defendants breached their duties to Plaintiff by engaging in the following omissions or commissions:

- (a) It negligently furnished asbestos-containing products to Plaintiff for use in his duties at the facility;
- (b) It negligently failed to warn Plaintiff about the known dangers of asbestos exposure at the facility;
- (c) It negligently failed to inform Plaintiff of its known potentially hazardous work place as a result of asbestos exposure;
- (d) It negligently failed to replace the hazardous asbestos-containing products with asbestos substitutes which it knew or should have known by 1930 were available;
- (e) It negligently failed to abate or contain the unsafe work environment although it knew or should have known in the 1930s that containment and abatement were available;
- (f) It negligently made Plaintiff work in dangerous areas of the facility knowing that it posed a significant health hazard to people because of the friable and deteriorating condition of asbestos-containing products;

- (g) It negligently failed to restrict Plaintiff from working in dangerous areas of the facility which had been identified as posing a significant health hazard because of the friable or deteriorating condition of asbestos-containing products;
- (h) It negligently failed to provide any or adequate instructions concerning the safe methods of working with and around the products it supplied, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers;
- (i) It negligently failed to provide masks, respirators or other protective apparel to Plaintiff, thereby permitting Plaintiff to work around hazardous asbestos-containing material without protection; and
- (j) It negligently failed 1) to provide medical examinations (until the 1980s), 2) failed to determine past asbestos exposure of its employees and workers, and 3) failed to identify those trades that came into contact with asbestos-containing products it supplied.

62. Premise Defendants undertook a duty to provide a safe work place for Plaintiff. Premise Defendants knew that Plaintiff relied on it to provide a safe work place. In permitting and knowing that Plaintiff would rely on Defendant to provide a safe work place, Premise Defendants negligently engaged in a false representation of a material fact, knowing it to be false and doing it for the purpose of inducing Plaintiff to continue to work at their facilities. Plaintiff reasonably believed and relied on Premise Defendants' representation to his detriment.

63. The breach by Premise Defendants of their duties to Plaintiff was a direct and proximate cause of his development and contraction of an asbestos-related disease, including MESOTHELIOMA, and resulted in damages more particularly described below.

64. As a direct and proximate cause of each of the foregoing negligent acts or omissions, both individually and collectively, the Plaintiff was exposed to and inhaled, ingested or otherwise absorbed great amounts of asbestos fibers without his consent, causing him to develop MESOTHELIOMA; the Plaintiff has in the past and will in the future be compelled to expend and

become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of his asbestos-induced disease and conditions; the Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of the inhalation, ingestion and absorption of said asbestos fibers; and that as a further result of his asbestos-induced disease and conditions, the Plaintiff has in the past and will in the future be hindered and prevented from pursuing his normal course of work, thereby losing large sums of money which otherwise would have accrued to him.

WHEREFORE, Plaintiffs pray judgment be entered against the Defendant for a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS for their economic damages, which will fairly and reasonably compensate for the Plaintiff's injuries.

COUNT IX

(WILFUL AND WANTON COUNT AGAINST PREMISE DEFENDANT)

Now come the Plaintiffs, ROBIN SCHMIDT and JOANN SCHMIDT, his wife, by their attorneys, THE GORI LAW FIRM, P.C., and THE LANIER LAW FIRM, P.C., and for their cause of action against Defendants, CNH AMERICA, LLC (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO CASE, LLC); CINCINNATI MILACRON; CONTINENTAL STRUCTURAL PLASTICS, INC.; DETROIT AXLE; DETROIT DIESEL CORPORATION; DETROIT STOKER COMPANY; FORD MOTOR COMPANY; GARBE IRON WORKS; GATES RUBBER COMPANY; GOODYEAR AEROSPACE CORPORATION, Subsidiary of GOODYEAR TIRE & RUBBER COMPANY; HONEYWELL INTERNATIONAL; JOHNSON CONTROLS INC.; MCDONNELL DOUGLAS CORPORATION; NATIONAL LIQUID BLASTING CORPORATION; PROCTOR AND GAMBLE PAPER; QUASAR INDUSTRIES; ROBROY INDUSTRIES;. ROCKWELL AUTOMATION (INDIVIDUALLY AND AS

SUCCESSOR IN INTEREST TO ROCKWELL INTERNATIONAL); RWC, INC.; S & C ELECTRIC COMPANY; STEEL TECHNOLOGIES LLC; THE BOEING COMPANY; THYSSEN KRUPP BUDD COMPANY; UNITED TECHNOLOGIES AS SUCCESSOR IN INTEREST TO SHELLAR-GLOBE; WHIRLPOOL CORPORATION (INDIVIDUALLY AND AS SUCCESSOR IN INTEREST TO MAYTAG CORPORATION AND AMANA CORPORATION), and **GOODYEAR TIRE & RUBBER COMPANY**, (“Premise Defendants”) states:

65. Plaintiffs repeat and re-allege Paragraphs 1 through 64 of this Petition.

66. Premise Defendants, through their officers and employees, knew or should have known at least by 1930 that asbestos-containing products which it supplied and which were used extensively throughout the facility, were a health hazard to people who worked with and around them, and in the alternative, had no positive proof that prolonged exposure to asbestos was safe.

67. Premise Defendants are guilty of one or more of the following acts or omissions amounting to willful and wanton misconduct:

- (a) It intentionally or with reckless disregard for the safety of Plaintiff, furnished asbestos-containing products to Plaintiff for use in his duties at the facility;
- (b) It intentionally or with reckless disregard for the safety of Plaintiff, failed to warn Plaintiff about the known dangers of asbestos exposure at the facility;
- (c) It intentionally or with a reckless disregard for the safety of Plaintiff, failed to inform Plaintiff of its known potentially hazardous work place as a result of asbestos exposure;
- (d) It intentionally or with reckless disregard for the safety of Plaintiff, failed to replace the hazardous asbestos-containing products with asbestos substitutes which it knew or should have known by 1930 were available;
- (e) It intentionally or with reckless disregard for the safety of Plaintiff, failed to abate or contain the unsafe work environment although it knew or should have known in the 1930s that containment and abatement were available;

- (f) It intentionally or with reckless disregard for the safety of Plaintiff, made Plaintiff work in dangerous areas of the facility knowing that it posed a significant health hazard to people because of the friable and deteriorating condition of asbestos-containing products;
- (g) It intentionally or with reckless disregard for the safety of Plaintiff, failed to restrict Plaintiff from working in dangerous areas of the facility which had been identified as posing a significant health hazard because of the friable or deteriorating condition of asbestos-containing products;
- (h) It intentionally or with reckless disregard for the safety of Plaintiff, failed to provide any or adequate instructions concerning the safe methods of working with and around the products it supplied, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers;
- (i) It intentionally or with reckless disregard for the safety of Plaintiff, failed to provide masks, respirators or other protective apparel to Plaintiff, thereby permitting Plaintiff to work around hazardous asbestos-containing material without protection; and
- (j) It intentionally or with reckless disregard for the safety of Plaintiff, failed 1) to provide medical examinations (until the 1980s), 2) failed to determine past asbestos exposure of its employees and workers, and 3) failed to identify those trades that came into contact with asbestos-containing products it supplied.

68. In failing to act both individually and collectively, Premise Defendants intentionally or with reckless disregard for the safety of Plaintiff engaged in a course of conduct designed to actively conceal and suppress material facts knowing Plaintiff would rely on those facts to his detriment and cause him bodily harm.

69. In failing to act both individually and collectively, Premise Defendants, through their silence, intentionally or with reckless disregard for the safety of Plaintiff, engaged in false and deceptive conduct of a material nature, knowing or believing said conduct to be false and doing it for the purpose of inducing Plaintiff to continue to working at their facility, causing him bodily harm. Plaintiff reasonably believed and relied on Premise Defendants' conduct to his detriment.

70. As a direct and proximate result of the foregoing, Plaintiff was exposed to, inhaled, ingested or otherwise absorbed asbestos fibers, causing Plaintiff to develop mesothelioma, which has disabled and

disfigured him. Plaintiffs have in the past, and will in the future, be compelled to expend and become liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of Plaintiff's mesothelioma, including the medical monitoring. Plaintiff has in the past and will in the future experience great physical pain and mental anguish as a result of his mesothelioma.

WHEREFORE, Plaintiffs pray that they be awarded, in addition to their economic damages in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS, punitive and exemplary damages.

COUNT X

LOSS OF CONSORTIUM

71. Plaintiff, JOANN SCHMIDT, is the wife of ROBIN SCHMIDT.

72. Plaintiff, JOANN SCHMIDT, hereby incorporates the allegations contained in Counts I-IX of the Petition.

73. That as a direct and proximate result of one or more of the foregoing acts or omissions of the Defendants, the Plaintiff, JOANN SCHMIDT, has been deprived of the companionship, society and services of her husband, JOANN SCHMIDT, all to her damage in an amount in an amount in excess of \$50,000.00.

WHEREFORE, Plaintiffs pray judgment be entered against the Defendants for a sum in excess of FIFTY THOUSAND (\$50,000.00) DOLLARS which will fairly and reasonably compensate for the Plaintiffs' injuries.

Dated this 3rd day of August 2020.

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Respectfully submitted,

THE GORI LAW FIRM, P.C.

By: /s/ Sara M. Salger

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