



OHIO ALLIANCE FOR CIVIL JUSTICE



February 8, 2022

Senator Nathan Manning
Chair, Ohio Senate Judiciary Committee
1 Capitol Square, Ground Floor
Columbus, OH 43215

Dear Chairman Manning,

We are writing to you today to express our support for Senate Bill 252. The Ohio Alliance for Civil Justice (OACJ) supports a stable, predictable, and balanced civil justice climate. Senate Bill 252 aims to make our civil justice system more efficient by streamlining the judicial process to better utilize limited resources reducing wasteful litigation, providing appropriate remedies for those harmed, and ensuring that the right defendants are being sued. In short, Senate Bill 252 will promote fair resolution of asbestos claims by being efficient, effective, and fair.

By way of background, the OACJ was founded in the mid-1980s to stop lawsuit abuse and promote a common-sense civil justice system in Ohio. The OACJ is comprised of representatives of dozens of Ohio trade and professional associations, small and large businesses, medical groups, farmers, non-profit organizations, and local government associations — for a combined representation of more than 100,000 individuals and businesses. The OACJ's leadership team includes representatives from the following organizations: Ohio NFIB, Ohio Chamber of Commerce, Ohio Council of Retail Merchants, Ohio Hospital Association, Ohio Manufacturers' Association, Ohio Society of CPAs, and the Ohio State Medical Association. OACJ works to ensure that the civil justice system remains stable and predictable for Ohio's businesses.

Senate Bill 252 will require plaintiffs who file asbestos related claims to demonstrate an actual connection to the defendants named in a complaint. Unfortunately, a not uncommon approach when filing such a lawsuit is to name a whole host of companies that may or may not have any liability to a specific plaintiff. I have included with this letter some examples of such complaints. The over-naming that takes place, puts a strain on a judicial process that has limited resources. Ensuring that defendants are properly named in a complaint at the beginning of a lawsuit, will promote judicial efficiency in the lawsuit process.

Senate Bill 252. will require plaintiffs to disclose the basis for each claim against each defendant by providing supporting documentation at the time a lawsuit is filed addressing this "over-naming" problem. These disclosures will curb unsupported, speculative claims and ensure that plaintiffs can demonstrate an actual connection between their alleged exposures to asbestos products and the defendants named in each asbestos action. By streamlining the process, cases

will move to resolution more quickly and the current burden on judicial resources will ease considerably.

When a company is sued without reasonable inference of exposure, the time and legal expenses required to obtain dismissal can be substantial. Months or even years may be required to secure a dismissal against an unmeritorious lawsuit. The adverse impact of over-naming carries significant costs. Locking up business resources that can be used for expansion, employee benefit enhancements, or new investments, for an unmeritorious lawsuit is not sound public policy. Senate Bill 252 will strengthen Ohio's civil justice climate. Senate Bill 252 promotes judicial efficiency, quicker resolution for injured Ohioans, and prevents businesses from wasting dollars to combat a lawsuit in which they never should have been named.

The OACJ respectfully asks for your favorable consideration of Senate Bill 252.

Thank you,

The Ohio Alliance for Civil Justice

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

JACQUELINE E. LOONEY, Administratrix)
of the Estate of Richard E. Krauss, Deceased)
37863 Kings Hill Boulevard)
Pigeon Forge, Tennessee 37863)

Plaintiff,)

-vs-)

3M CORPORATION, f/k/a Minnesota)
Mining & Manufacturing Co.)
c/o Corporation Service Company)
50 West Broad Street, Suite 1330)
Columbus, Ohio 43215)

A. O. SMITH CORPORATION)
c/o Prentice-Hall Corp. System)
50 West Broad Street, Suite 1330)
Columbus, Ohio 43215)

A.W. CHESTERTON COMPANY)
c/o C.T. Corporation System)
44 Easton Commons Way, Suite 125)
Columbus, OH 43219)

BMI REFRACTORY SERVICES, INC.)
as Successor to BMI, Inc., as Successor)
to Adience, Company, LP)
c/o Donald E. Ward, President)
Special Claims Services, Inc.)
809-1 Coshocton Avenue)
Mount Vernon, OH 43050)

CASE NO:

JUDGE: HARRY A. HANNA

COMPLAINT

(Jury Trial Demanded)

JURY TRIAL DEMANDED

ALLIED GLOVE CORPORATION)
c/o Willman & Silvaggio)
Concetta A. Silvaggio, Esq.)
One Corporate Center)
5500 Corporate Drive, Suite 150)
Pittsburgh, PA 15237)

AMERICAN OPTICAL CORPORATION)
c/o Jeffrey Healy, Esq.)
Tucker Ellis & West LLP)
950 Main Street, Suite 1100)
Cleveland, OH 44113)

ATLAS INDUSTRIES, INC.)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)

BAYER CROPSCIENCE, LP)
f/k/a Aventis CropScience USA, Inc.)
as successor in interest to Amchem)
Products, Inc.)
c/o CSC Lawyers Incorporating Service)
50 W. Broad Street, Suite 1330)
Columbus, OH 43215)

BEAZER EAST, INC.)
c/o Corporation Service Company)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)

BORG-WARNER CORPORATION)
A Delaware Corporation)
Successor in Interest to)
BorgWarner Morse TEC Inc.)
3850 Hamlin Road)
Auburn Hills, MI 48326)

BRYAN STEAM CORP.)
738 N. Chili)
Peru, IN 46970)

WESTINGHOUSE ELECTRIC)
CORPORATION a/k/a Viacom)
c/o Corporation Service Company)
50 West Broad Street, #1330)
Columbus, OH 43215)
)
C.P. HALL COMPANY)
c/o C.T. Corporation System)
44 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)
CERTAINTEED CORPORATION)
c/o C.T. Corporation System)
44 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)
CLARK INDUSTRIAL INSULATION CO.)
c/o Leo M. Spellacy, Jr.)
Thrasher Dinsmore & Dolan, LPA)
1111 Superior Avenue, Suite 412)
Cleveland, OH 44114)
)
CLEAVER BROOKS, INC.)
c/o Corporation Service Company)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)
)
COOPER INDUSTRIES, INC.)
600 Travis, Suite 5800)
Houston, TX 77002)
)
CORHART REFRACTORIES)
Rt. 6, Box 82)
Buckhannon,, WV 26201)
)
DANA CORPORATION)
c/o C.T. Corporation System)
44 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)

CONNELL LIMITED PARTNERSHIP)
 as Successor-in-Interest and Liability to)
 Ogden Corporation, f/k/a Danly)
 Machine Corporation)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 DURABLA MANUFACTURING)
 COMPANY)
 609 Hamilton Street)
 Allentown, PA 18104)
)
 EATON CORPORATION, Individually and)
 As Successor in Interest and/or liability)
 to Cutler-Hammer Inc.,)
 n/k/a Eaton Electrical, Inc.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 THE EDWARD R. HART COMPANY)
 P.O. Box 6207)
 Canton, Ohio 44706)
)
 ERICSSON, INC., Successor in interest)
 to the Continental Wire & Cable Company)
 and Anaconda Wire & Cable Company)
 c/o Capital Corporate Services, Inc.)
 4568 Mayfield Road, Suite 204)
 Cleveland, OH 44121)
)
 EXXON MOBIL CORPORATION)
 f/k/a/ Mobil Oil Corporation)
 c/o The Prentice Hall Corporation System)
 50 West Broad Street, Suite 1800)
 Columbus, OH 43215)
)
 F.B. WRIGHT COMPANY OF)
 PITTSBURGH)
 c/o Lawrence G. Paladin, Jr., Esq.)
 Paladin Law Offices)
 15 Duff Road, Suite 6V)
 Pittsburgh, PA 15235)

F.B. WRIGHT COMPANY OF OHIO)
 c/o Andrew M. Wargo, Esq.)
 Marshall, Dennehey, Warner, Coleman &)
 Goggin)
 127 Public Square, Suite 3510)
 Cleveland, OH 44114)
)
 FAIRMONT SUPPLY COMPANY)
 c/o C.T. Corporation System)
 44 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 FLEXO PRODUCTS, INC.)
 c/o Registered Agents, Inc.)
 6545 Market Avenue N, Suite 100)
 North Canton, Ohio 44721)
)
 FOSECO, INC.)
 c/o C.T. Corporation System, S.A.)
 350 N. St. Paul Street)
 Dallas, TX 75201)
)
 FOSTER WHEELER ENERGY)
 CORPORATION)
 c/o C.T. Corporation System)
 44 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 GARDNER DENVER, INC.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 GENERAL ELECTRIC CORPORATION)
 A Foreign Corporation)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
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 GENERAL REFRACTORIES COMPANY)
 c/o Corporation Service Company)
 2595 Interstate Dr., #103)
 Harrisburg, PA 17110)

THE GOODYEAR TIRE & RUBBER)
COMPANY)
c/o CSC-Lawyers Incorporating Service)
50 W. Broad Street, Suite 1330)
Columbus, OH 43215)
)
GREENE TWEED & CO., INC.)
c/o Greene, Tweed NC, LLC)
227 West Grade Street, Suite 2170)
Charlotte, NC 28202)
)
GREFCO, INC.)
A Delaware Corporation)
225 City Line Avenue)
Suite 114)
Bala Cynwyd, PA 19004)
)
GUARD-LINE, INC.)
202 N. Loop Hwy. 59)
Atlanta, TX 75551)
)
HERSH PACKING & RUBBER CO.)
c/o Kevin O. Kadlec, Esq.)
Bonezzi Switzer Murphy Polito & Hupp Co.)
1300 East Ninth Street, Suite 1950)
Cleveland, Ohio 44114)
)
HONEYWELL INTERNATIONAL, INC.)
f/k/a Allied Corporation, Successor to)
Allied Signal, Inc. and Bendix Corporation)
c/o Corporation Service Company)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)
)

I.U. NORTH AMERICA, INC.)
 As Successor by Merger to The Garp)
 Company formerly known as The Gage)
 Company formerly known as Pittsburgh)
 Gage and Supply Company)
 c/o C.T. Corporation System)
 600 North Second Street, Suite 401)
 Harrisburg, PA 17101)
)
 ILLINOIS TOOL WORKS, INC. a.k.a.)
 DEVCON CORPORATION)
 30 Endicott Street)
 Danvers, MA 01923)
)
 INGERSOLL-RAND COMPANY)
 c/o Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
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 INSUL COMPANY, INC.)
 c/o Joni Mangino, Esq.)
 3300 U.S. Steel Tower)
 Pittsburgh, PA 15219-2702)
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 JOHN CRANE, INC.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 KELSEY-HAYES COMPANY)
 c/o Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 LOCKHEED MARTIN CORPORATION)
 (formerly Martin Marietta Corporation))
 c/o CSC-Lawyers Incorporating Services)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
)

M.V.S. COMPANY, as successor in)
Interest to Mahoning Valley Supply Co.)
c/o William D. Bonezzi)
Bonezzi, Switzer, Murphy & Polito)
1300 East Ninth Street, Suite 1950)
Cleveland, OH 44114)

THE MARMON GROUP, INC.)
c/o Corporation Service Company)
50 West Braod Street, Suite 1330)
Columbus, OH 43215)

THE MAU-SHERWOOD SUPPLY)
COMPANY)
c/o Kenneth F. Krawczak, Esq.)
Swartz Campbell LLC)
600 Superior Avenue East)
Fifth Third Building, Suite 1300)
Cleveland, OH 44114)

THE MINSTER MACHINE COMPANY)
c/o Robert J. Sudhoff, S.A.)
240 West Fifth Street)
P.O. Box 120)
Minster, OH 45865-0120)

NIDEC MINSTER CORPORATION)
f/k/a The Minster Machine Company)
240 West Fifth Street)
P.O. Box 120)
Minster, OH 45865-0120)

NIDEC MINSTER CORPORATION)
f/k/a The Minster Machine Company)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)

NITRO INDUSTRIAL COVERINGS, INC.)
100 Colony Drive)
Vienna, WV 26105-1900)

NORTON COMPANY)
N/k/a Saint-Gobain Abrasives, Inc.)
c/o C.T. Corporation System)
350 N. St. Paul Street, Suite 2900)
Dallas, Texas 75201)
)
OGLEBAY NORTON COMPANY)
c/o National Registered Agents, Inc.)
145 Baker Street)
Marion, OH 43302)
)
OHIO PIPE & SUPPLY COMPANY)
INCORPORATED)
c/o Reminger Service Company, Inc.)
101 West Prospect Avenue, Suite 1400)
Cleveland, OH 44115)
)
OHIO VALLEY INSULATING)
COMPANY, INC)
Attn: J.D. Lile)
c/o Ohio Valley International)
6404 McCorkle Avenue, SW)
St. Albans, WV 25177)
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OKONITE INCORPORATED)
c/o C.T. Corporation System)
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Columbus, OH 43219)
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OSRAM SYLVANIA, INC.)
Corporate Creations Network, Inc.)
119 E. Court Street)
Cincinnati, OH 45202)
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PNEUMO ABEX CORPORATION)
Successor in interest to Abex Corporation)
c/o Prentice Hall Corp.)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)
)

RSCC WIRE & CABLE, INC.)
f/k/a Rockbestos Suprenant Cable)
Corporation)
c/o Corporation Service Company)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)
)

RAPID-AMERICAN CORP.)
The Prentice Hall Corporation System)
2711 Centerville Road; Suite 400)
Wilmington, DE 19808)
)

RECORD INDUSTRIAL COMPANY)
c/o Clair O'Dell Group)
2 W. Lafayette Street, Suite 400)
Norristown, PA 19401-4758)
)

RED SEAL ELECTRIC)
c/o Daniel Stryffeler)
3835 W. 150th Street)
Columbus, OH 43215)
)

RILEY POWER, INC.)
f/k/a Babcock Borsig Power, Inc.)
f/k/a/ Riley Stoker Corporation)
c/o C.T. Corporation System)
44 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)

RCH NEWCO II, LLC f/k/a)
Robertson-Ceco Corp.)
c/o The Corporation Trust Company)
1209 Orange Avenue)
Wilmington, DE 19801)
)

ROCKWELL AUTOMATION, INC.)
c/o C.T. Corporation System)
44 Easton Commons Way, Suite 125)
Columbus, OH 43219)
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SAFETY FIRST INDUSTRIES, INC.)
600 Grant Street, 42nd Floor)
Pittsburgh, PA 15219)
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THE SAGER CORPORATION)
 c/o Richard C. Polley)
 Dickie, McCamey & Chilcote)
 Two PPG Place, Suite 400)
 Pittsburgh, PA 15222-5402)
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 SENTINEL SAFETY SUPPLY CO.)
 c/o Bonezzi, Switzer, Murphy & Polito)
 1300 East Ninth Street, Suite 1950)
 Cleveland, OH 44114)
)
 TASCOS INSULATIONS, INC.)
 fka The Asbestos Service Company)
 c/o Robert Terbrack, Jr. Esq.)
 Gallagher Sharp Fulton & Norman)
 Seventh Floor, Bulkley Building)
 1501 Euclid Avenue)
 Cleveland, Ohio 44114)
)
 THEIM CORPORATION)
 500 S. Marquette Avenue)
 Oak Creek, WI 53154)
)
 TRECO CONSTRUCTION SERVICES,)
 INC.,)
 C/o WMX Technologies, Inc.)
 720 East Butterfield Road, 2nd Floor)
 Lombard, IL 60148-5689)
)
 UNION BOILER COMPANY)
 f/k/a UB West Virginia, Inc.)
 P.O. Box 429)
 Nitro, WV 25143)
)
 UNION CARBIDE CORPORATION)
 c/o C.T. Corporation System)
 44 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)

UNIROYAL, INC.)
 f/k/a Goodrich Tire Co.)
 f/k/a Uniroyal Goodrich Tire Co.)
 f/k/a/ United States Rubber Co.)
 70 Great Hill Road)
 Naugatuck, CT 06770)
)
 UNIROYAL FIBER & TEXTILE)
 DIVISION)
 OF UNIROYAL, INC.)
 70 Great Hill Road)
 Naugatuck, CT 06770)
)
 UNIVERSAL REFRACTORIES)
 P.O. Box 97)
 Wampum, PA 16157)
)
 WEIL MCCLAIN, Division of the)
 Marley Company)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 WHEELER PROTECTIVE APPAREL)
 CORP.)
 c/o Donna M. Meehan, Esq.)
 Cosmich, Simmons & Brown)
 One Eastover Center)
 100 Vision Drive, Suite 200)
 Jackson, MS 39211)
)
 ZURN INDUSTRIES, INC.)
 aka Erie City Boilers)
 c/o C.T. Corporation System)
 44 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 JOHN DOES 1-100)
 Manufacturers, Sellers or)
 Installers of Asbestos-Containing)
 Products)
)
 Defendants)

1. Plaintiff and/or Plaintiff's decedent, hereinafter referred to as "Plaintiffs," are or were formerly residents of the State of Ohio. Plaintiff's decedent worked in the State of Ohio.

2. Defendants are entities organized and existing under the laws of the State of Ohio, or of some other state of the United States of America, or of some foreign jurisdiction, and that said Defendants are conducting and have regularly conducted business in the State of Ohio. Each Defendant manufactured, supplied, distributed and/or used asbestos in the State of Ohio, or other states in such a manner that caused injury and damages to Plaintiffs.

3. The real names and addresses of Defendants John Does 1-100 manufacturers, sellers or installers of asbestos-containing products have not been determined, despite reasonable efforts of the Plaintiff to do so.

4. Defendants, all times relevant and pertinent hereto, were engaged in the business of mining, milling, manufacturing, marketing, fabricating, designing, formulating, producing, creating, making, constructing, assembling and/or rebuilding asbestos-containing products or components thereof; and/or selling, distributing, preparing, blending, packaging, labeling and/or otherwise participated in placing asbestos-containing products in the stream of commerce to which Plaintiff's decedent was exposed during his employment.

5. Defendants, acting through their servants, employees, agents and representatives, caused asbestos and asbestos-containing materials to be placed in the stream of interstate commerce.

6. During the course of Plaintiff's decedent's lifetime, he was exposed to the Defendants' asbestos and asbestos-containing materials, by virtue of working with or around

asbestos and asbestos-containing materials, and said exposures were substantial factors which directly and proximately caused him to develop mesothelioma and ultimately caused his death.

7. As a direct and proximate result of the Defendants' conduct, Plaintiff's decedent incurred medical, hospital, professional, and other expenses, and was prevented from attending to his usual activities.

8. As a direct and proximate result of the Defendants' conduct, Plaintiff's decedent further sustained permanent and substantial physical deformity, loss of use of a limb, or loss of a bodily organ system and/or permanent physical functional injury that permanently prevented the injured person from being able to independently care for self and perform life-sustaining activities.

9. As a direct and proximate result of the Defendants' conduct, Plaintiff's decedent sustained permanent and fatal injuries to his person and body, lungs, respiratory and cardiovascular system; suffered great physical, mental, and nervous pain and suffering, mental anguish; suffered from reasonable and justifiable fears of progressive and irreversible incapacity and inability to carry on his usual functions; increasing discomfort; cancer; shortened life-span; impairment to his quality of life; disfigurement; death; and any other intangible loss.

FIRST CAUSE OF ACTION
(NEGLIGENCE)

10. Plaintiff re-alleges and incorporates each and every paragraph set forth above, as though fully set forth herein.

11. Defendants had a duty to remain reasonably current with scientific knowledge, development, research and discoveries concerning their products. The manufacturer must

communicate its superior knowledge to those who, because of their own limited knowledge and information, would otherwise be unable to protect themselves.

12. Defendants, individually and as a group since the early 1900's have been in possession of medical and scientific data which clearly indicates that their asbestos fibers and asbestos-containing products are hazardous to health; and prompted by pecuniary motives, the Defendants, individually and collectively, ignored and intentionally failed to act upon said medical and scientific data and conspired to deprive the public, and particularly the users, including Plaintiff's decedent, of said medical and scientific data, and therefore deprived Plaintiff's decedent of the opportunity of free choice as to whether or not to expose himself to the asbestos and asbestos-containing products of said defendants; and further, willfully, intentionally and wantonly failed to warn Plaintiff's decedent of the serious bodily harm and death which would result from the inhalation of the asbestos fibers and the dust from their asbestos-containing products.

13. The illness, disability, and death of the Plaintiff's decedent is the direct and proximate result of the negligence of the defendants in that they produced, sold or otherwise put into the stream of interstate commerce, asbestos and asbestos-containing materials, which the defendants knew or in the exercise of ordinary care, ought to have known were deleterious, poisonous, and highly harmful to Plaintiff's decedent health.

14. The illness, disability, and death of the Plaintiff is permanent and is the direct and proximate result of the negligence of the Defendants in that even though the Defendants knew or in the exercise of ordinary care, should have known that their asbestos and asbestos-containing materials were deleterious, poisonous and highly harmful to Plaintiff's decedent's health, and that he would not know of such dangers to his health, the Defendants nonetheless:

- (a) Failed to advise Plaintiff's decedent of the dangerous characteristics of their asbestos and asbestos-containing products;
- (b) Failed or omitted to provide Plaintiff's decedent with the knowledge as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliances, if in truth there were any to protect them from being poisoned and disabled as they were, by exposure to such deleterious and harmful asbestos and asbestos-containing materials;
- (c) Failed and omitted to place any warnings and instructions on their containers of said asbestos and asbestos-containing materials to warn the handlers thereof of the dangers to health in coming into contact with said asbestos and asbestos-containing materials;
- (d) Failed and omitted to take reasonable precautions or exercise reasonable care to publish, adopt and enforce a safety plan and a safe method of handling and installing said asbestos and asbestos-containing materials.

15. As a direct and proximate result of the Defendants' negligence, Plaintiff's decedent has been permanently and fatally injured and Plaintiffs have incurred damages.

SECOND CAUSE OF ACTION
(STRICT LIABILITY)

16. Plaintiff re-alleges and incorporates each and every paragraph set forth above, as though fully set forth herein.

17. Plaintiff states there was, in fact, a defect in the asbestos-containing products manufactured, sold, distributed, marketed, supplied, advertised, designed, developed, labeled, researched, and/or installed by the Defendants.

18. Plaintiff states that the aforementioned defect(s) was dangerous to the health and well being of the Plaintiff's decedent and others exposed to such products and that such defect existed at the time the products left the Defendants' hands.

19. Plaintiff states that the aforementioned defect(s) was dangerous to the health and well being of Plaintiff's decedent and others exposed to such products and that such defect was the direct and proximate cause of Plaintiff's injuries and/or losses and/or death as described above.

20. Defendants researched, tested, manufactured, designed, developed, distributed, labeled, advertised, marketed, inspected, repaired, modified, used, serviced, installed, and/or sold to the public, Plaintiff's decedent's employers, and/or to others working in the vicinity of Plaintiff's decedent, asbestos and asbestos-containing products, and Defendants knew that these products would be used and handled by Plaintiff's decedent and others similarly situated without any knowledge of their defects and inherent danger, and without any inspection for defects and dangers.

21. Plaintiff's decedent, in the course and scope of his employment and/or otherwise, used, handled, and was otherwise exposed to asbestos and asbestos-containing products, sold or otherwise supplied by Defendants, without receiving any warnings or instructions from Defendants of the defects and inherent dangers of the products.

22. The products which were sold and/or supplied by Defendants, and to which Plaintiff's decedent was exposed, were defective and unsafe for their intended uses and purposes in that they

were more dangerous than what an ordinary consumer or user would expect and the risks incident to the use of the products outweighed any benefits of the products' utility.

23. As a direct and proximate result of the defective condition of these products, Plaintiff's decedent has been permanently and fatally injured and Plaintiffs have incurred damages.

THIRD CAUSE OF ACTION
(BREACH OF EXPRESS WARRANTY)

24. Plaintiff re-alleges and incorporates each and every Paragraph set forth above, as though fully set forth herein.

25. Defendants expressly warranted the asbestos products and/or asbestos-containing products they manufactured, sold, or supplied, and to which Plaintiff's decedent was exposed, were reasonably fit for their intended uses without endangering human life and safety.

26. Defendants breached these express warranties, in that their asbestos products and asbestos-containing products were defective and dangerous to reasonably foreseeable users like Plaintiff's decedent who was exposed to these products.

27. Plaintiff's Decedent did rely upon the express warranties and representations of Defendants regarding the fitness and safety of their products, and as a result, used, handled, and were otherwise exposed to these products.

28. As a direct and proximate result of the Defendants' breach of their express warranties, Plaintiff's decedent has been permanently and fatally injured and Plaintiffs have incurred damages.

FOURTH CAUSE OF ACTION
(BREACH OF IMPLIED WARRANTY)

29. Plaintiff re-alleges and incorporates each and every Paragraph set forth above, as though fully set forth here.

30. Defendants impliedly warranted that the asbestos products and asbestos-containing products they sold or supplied, and to which Plaintiff's decedent was exposed, were of merchantable quality, reasonably safe, and reasonably fit for use in a work place environment for the particular purposes for which they were sold or supplied, without endangering human life and safety.

31. Defendants breached these implied warranties of merchantability, safety, and fitness for a particular purpose because Defendants' asbestos products and/or asbestos-containing products were defective and dangerous to reasonably foreseeable users and consumers like Plaintiff's decedent.

32. Plaintiff's decedent did rely upon Defendants' implied warranties and representations regarding their asbestos products and/or asbestos-containing products, and as a result used, handled, and were otherwise exposed to these products.

33. As a direct and proximate result of Defendants' breach of implied warranties, Plaintiff's decedent has been permanently and fatally injured and Plaintiffs have incurred damages.

FIFTH CAUSE OF ACTION
(STATUTORY PRODUCTS LIABILITY)

34. Plaintiff re-alleges and incorporates each and every Paragraph set forth above, as though fully set forth here.

35. Plaintiff brings this claim for relief against Defendants for product liability under Ohio Revised Code § 2307.71, et seq. At all times relevant and pertinent hereto Defendants were "manufacturers" and/or "suppliers" of asbestos and asbestos as those terms are defined under Ohio Revised Code §2307.71.

36. “The Products” as manufactured and/or supplied by the aforementioned Defendants were defective in manufacture and construction as described in Ohio Revised Code §2307.73; were defective in design or formulation as described in Ohio Revised Code §2307.75; were defective due to inadequate warnings and instructions as described in Ohio Revised Code §2307.76; and were defective because they did not conform to representations made by their manufacturers and suppliers as described in Ohio Revised Code §2307.77.

37. Each of the defective conditions of “the Products” as described above, pursuant to Ohio Revised Code §2307.73, were a proximate cause of the harm for which Plaintiffs seek to recover compensatory damages as previously set forth. Furthermore, each of the aforementioned Defendants who acted as suppliers are liable in that capacity and as if they were the manufacturers in accordance with Ohio Revised Code §2307.78.

38. As a direct and proximate result of Defendants’ defective products, Plaintiff’s decedent has been permanently and fatally injured and Plaintiffs have incurred damages.

SIXTH CAUSE OF ACTION
(PUNITIVE DAMAGES)

39. Plaintiff re-alleges and incorporates each and every paragraph set forth above, as though fully set forth here.

40. Plaintiff’s Decedent was informed and believed that Defendants and their predecessors in interest researched, tested, manufactured, labeled, marketed, used, distributed, and sold their asbestos and asbestos-containing products with conscious disregard for the safety of Plaintiffs and other users of said products, in that said Defendants had specific prior knowledge that there was a high risk of injury or death resulting from exposure to their products or products on their

premises, including but not limited to lung cancer, mesothelioma, other forms of cancer, and asbestosis. Said knowledge was obtained, in part, from scientific studies and medical data to which Defendants had access, as well as scientific studies performed by, at the request of, or with the assistance of Defendants, and which knowledge was obtained by Defendants during the time they manufactured, distributed, used, or sold their products.

41. During the time Defendants manufactured, distributed, used, or sold their products, Defendants were aware that Plaintiff's decedent and other members of the general public who would use or be exposed to their products had no knowledge or information that the products could cause injury. Further, Defendants knew that Plaintiff's decedent and the general public who used or were exposed to these products would, and in fact did assume their exposure to the products was safe, when in fact it was extremely hazardous to human life.

42. Despite this knowledge, Defendants opted to manufacture, distribute, use, and sell asbestos and asbestos-containing products without protecting and/or warning and/or instructing Plaintiff's decedent and other users of the high risk of injury and death that resulted from exposure to these asbestos and asbestos-containing products. Rather than protecting and/or warning and/or instructing Plaintiff's decedent and other users of these dangers, Defendants actively concealed their knowledge from Plaintiff's decedent, Plaintiff's decedent's employers, and members of the general public. By their acts and/or omissions, Defendants implied their asbestos and asbestos-containing products were safe for all reasonably foreseeable use. Defendants' implications were particularly egregious because they were aware the implied representations were false. Defendants' conduct exemplifies their conscious disregard of the rights and safety of Plaintiff and the general public as a whole that has a great probability of causing substantial harm.

43. Defendants were motivated by their financial interests in the uninterrupted distribution, use, and marketing of their asbestos and asbestos-containing products. In furtherance of this financial motivation, Defendants consciously disregarded the safety of Plaintiff and other users of their asbestos and asbestos-containing products, and were willing to permit their asbestos and asbestos-containing products to cause injury to Plaintiff's decedent, and other frequenters, users, and bystanders.

44. Defendants' conduct constitutes actual malice with a state of mind that is characterized by hatred, ill will or a spirit of revenge. Defendants also demonstrated a conscious disregard for the rights and safety of Plaintiff's decedent and other users of their asbestos and asbestos-containing products that has a great probability of causing substantial harm. Therefore, Plaintiffs seek punitive damages to punish and deter Defendants and others from the future commission of like offenses and wrongs.

45. As a direct and proximate result of Defendants' conduct, Plaintiff's decedent has been permanently and fatally injured and Plaintiffs have incurred damages.

SEVENTH CAUSE OF ACTION
(CONSPIRACY)

46. Plaintiff re-alleges and incorporates each and every paragraph set forth above, as though fully set forth here.

47. At all relevant times, the Defendants, having the duty imposed by law, or having assumed the duty, to exercise reasonable care for the safety of the Plaintiff's decedent and similarly situated persons, acted in concert and conspired in pursuance of a common plan or design to commit the tortious acts alleged herein against Plaintiff's decedent.

48. Defendants combined with each other, and with non-defendants, to engage in unlawful and / or tortious conduct. In furtherance of the conspiracy, the Defendants, with knowledge of dangers of exposure to asbestos and asbestos-containing products and with deliberate intent to conceal or misrepresent these dangers known to defendants, committed the following overt and tortious acts:

- a. fraudulently concealed, misrepresented, and suppressed material scientific and medical information about the toxic and deadly effects of asbestos;
- b. deliberately failed to adequately warn persons in proximity of asbestos of the known health hazards associated with exposure to asbestos and asbestos-containing products;
- c. deliberately breached their duty to instruct about proper ventilation, safety equipment, and/or any other precautionary measures which may have protected against the health hazards of asbestos;
- d. deliberately breached their duty to investigate the health hazards of exposure to asbestos and asbestos-containing products;
- e. sold asbestos products in a defective condition without necessary warnings of the catastrophic health hazards or instructions concerning precautionary measures; and
- f. avoided the results of the scrutiny of governmental and safety organizations that would have occurred had Defendants not concealed the true nature and extent of the dangers of their asbestos-containing products.

49. The Defendants knowingly agreed to participate in the conspiracy by one or more of the following means:

- a. actively taking part;
- b. furthering it by cooperation; and/or
- c. ratifying and adopting acts of other conspirators done for their benefit.

50. The Defendants participated in furthering the unlawful purposes of the conspiracy by delegating responsibilities to and carrying these out through the trade association committees.

51. Upon information and belief, the Defendants committed numerous other overt and tortious acts that are unknown to Plaintiffs at this time, in furtherance of the conspiracy through letters, memoranda, publications, meetings, telephone conversations, and other forms of communication directly between the Defendants and through the trade organization committees.

52. Plaintiff's decedent reasonably relied on Defendants' misrepresentations and failures to warn alleged above; but for Defendants' misrepresentation and failure to warn, Plaintiff's decedent would not have been exposed to asbestos-containing products. As a direct and proximate result of the Defendants' conspiratorial acts, the Plaintiff's decedent was exposed to asbestos and asbestos-containing products, and developed an asbestos-related disease.

EIGHTH CAUSE OF ACTION
(WRONGFUL DEATH)

53. Plaintiff realleges and incorporates each and every Paragraph set forth above, as though fully set forth here.

54. Plaintiff states that she became aware of the fact that Plaintiff's Decedent passed away as a direct and proximate result of an asbestos-related disease within two (2) years of the filing of

this complaint.

55. Plaintiff's Decedent died as a direct and proximate result of the acts and omissions of the Defendants complained of above.

56. As a direct and proximate result of the acts and omissions of the Defendants as described above, Plaintiff's Decedent, his spouse, family, and/or estate has incurred reasonable and necessary medical and funeral expenses.

57. As a direct and proximate result of the wrongful death of Plaintiff's Decedent, his surviving spouse and next-of-kin have suffered compensatory damages including loss of support from the reasonable expected earning capacity of the decedent; from loss of services; from loss of society, companionship, consortium, care, assistance, attention, protection, advise, guidance, counsel, instruction, training and education, together with the loss of prospective inheritance and the mental anguish incurred by the surviving spouse and next-of-kin which is expected to continue indefinitely into the future, and all other damages available at law.

WHEREFORE, plaintiff demands judgment against the defendants jointly and severally in excess of Twenty-Five Thousand Dollars (\$25,000.00) and an amount for punitive damages, costs, expenses, and attorneys' fees in this action.

A trial by jury is hereby demanded to determine all issues.

Respectfully submitted,

KELLEY & FERRARO, LLP

By: /s/ Electronically Filed
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JOYCE CHAMBERS REICHARD (0096422)
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Cleveland, Ohio 44113
(216) 575-0777

Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

RICHARD RINDFLEISCH)	CASE NO.
35505 Dewey Drive)	
Eastlake, OH 44095)	JUDGE
)	
and)	<u>COMPLAINT</u>
)	(Asbestos Docket)
MARY LOU ARTINO)	
35505 Dewey Drive)	JURY TRIAL DEMANDED
Eastlake, OH 44095)	
)	
Plaintiffs,)	
)	
vs.)	
)	
3M COMPANY f/k/a Minnesota Mining)	
& Manufacturing Company)	
4400 Easton Commons Way, Ste. 125)	
Columbus, Ohio 43219)	
)	
A.O. SMITH CORPORATION)	
c/o Prentice Hall Corporation System, Inc.)	
50 West Broad Street, Suite 1330)	
Columbus, OH 43215)	
)	
AJAX MANUFACTURING COMPANY)	
d/b/a Ajax-Ceco)	
A Park-Ohio Company)	
29100 Lakeland Blvd.)	
Wickliffe, OH 44092)	
)	
AKRON GASKET & PACKING)	
ENTERPRISES, INC.)	
c/o Carter Ray)	
445 Northeast Ave.)	
Tallmadge, OH 44278)	
)	

A.W. CHESTERTON COMPANY)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 ADIENCE, INC.)
 Successor in interest to Adience)
 Company, LP, as Successor to)
 BMI, Inc.)
 c/o Donald E. Ward, President)
 Special Claims Services, Inc.)
 809 Coshocton Ave., Suite 1)
 Mount Vernon, OH 43050)
)
 ALLIED GLOVE CORPORATION)
 c/o Concetta A. Silvaggio, Esq.)
 Willman & Silvaggio)
 5500 Corporation Drive, Suite 150)
 Pittsburgh, PA 15237)
)
 AMERICAN OPTICAL CORPORATION)
 c/o Jeffrey Healy, Esq.)
 Tucker Ellis & West LLP)
 1150 Huntington Bldg.)
 925 Euclid Avenue)
 Cleveland, OH 44115)
)
 ARVINMERITOR, INC.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 ATLAS INDUSTRIES, INCORPORATED)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 B.F. GOODRICH COMPANY)
 4 Coliseum Center)
 2730 W. Tyvola)
 Charlotte, NC 28217)
)

BAYER CROPSCIENCE, LP)
 f/k/a Aventis CropScience USA, Inc.)
 as successor in interest to Amchem)
 Products, Inc.)
 c/o Corporation Service Company)
 50 W. Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 BEAZER EAST, INC.)
 c/o Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 BORG-WARNER CORPORATION)
 A Delaware Corporation)
 Successor in Interest to)
 BorgWarner Morse TEC Inc.)
 3850 Hamlin Road)
 Auburn Hills, MI 48326)
)
 BOURN & KOCH, INC.)
 As Successor-in-Interest and/or Liability)
 to Bullard Machine Co.)
 f/k/a American Tool Works Co.)
 250 Kishwaukee St.)
 Rockford, IL 61104)
)
 BRIDGESTONE AMERICAS, INC.)
 f/k/a BRIDGESTONE FIRESTONE)
 NORTH AMERICAN TIRE, LLC)
 c/o National Registered Agents, Inc.)
 145 Baker Street)
 Marion, OH 43302)
)
 COOPER INDUSTRIES, INC.)
 600 Travis, Suite 5800)
 Houston, TX 77002)
)
 C.P. HALL COMPANY)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)

CERTAINTEED CORPORATION)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 CHICAGO GASKET COMPANY)
 1285 W. North Ave.)
 Chicago, IL 60642)
)
 CINCINNATI MACHINES)
 2629 Spring Grove Ave.)
 Cincinnati, OH 45214)
)
 CLARK INDUSTRIAL INSULATION CO.)
 c/o HL Statutory Agent, Inc.)
 200 Public Square, Suite 2800)
 Cleveland, OH 44114)
)
 CRANE COMPANY)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 D.A.P. INC.)
 c/o Dana Ponchot, S.A.)
 1217 Hart Rd.)
 Lebanon, OH 45036)
)
 DANA COMPANIES, LLC, f/k/a)
 Dana Corporation)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 DANLY IEM)
 6779 Eagle Road, Suite A-F)
 Cleveland, Ohio 44130-7926)
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 EATON CORPORATION, Individually)
 and as Successor in Interest and/or liability)
 to Cutler-Hammer Inc.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)

THE EDWARD R. HART COMPANY)
 c/o Scott A. Rennecker)
 437 McGregor Avenue, NW)
 Canton, Ohio 44703)
)
 ERICSSON, INC., Successor in interest)
 to Anaconda Wire & Cable Company)
 c/o Capital Corporate Services, Inc.)
 4568 Mayfield Road, Suite 204)
 Cleveland, OH 44121)
)
 F.B. WRIGHT COMPANY)
 c/o William H. Reno)
 9999 Mercier Avenue)
 Dearborn, MI, 48120)
)
 F.B. WRIGHT COMPANY OF OHIO)
 c/o Andrew M. Wargo, Esq.)
 Marshall, Dennehey, Warner, Coleman &)
 Goggin)
 127 Public Square, Suite 3510)
 Cleveland, Ohio 44114)
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 F.B. WRIGHT COMPANY OF)
 PITTSBURGH)
 98 Vanadium Rd.)
 Bridgeville, PA 15017)
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 FAIRMONT SUPPLY COMPANY)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
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 FARREL CORPORATION)
 Successor-in-Interest and/or Liability to)
 Consolidated Machine Tool Corp.)
 f/k/a Betts Machine Co.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)

FLEXO PRODUCTS, INC.)
An Ohio Corporation)
c/o Registered Agents, Inc.)
6545 Market Avenue N., Suite 100)
North Canton, OH 44721)
)
FOSECO METILLURGICAL)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)
FOSTER WHEELER ENERGY)
CORPORATION)
United Agent Group, Inc.)
119 E. Court Street)
Cincinnati, OH 45202)
)
GARDNER DENVER, INC.)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)
GENERAL ELECTRIC CORPORATION)
A Foreign Corporation)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)
GENERAL REFRACTORIES COMPANY)
1 Bala Avenue, Suite 310)
Bala Cynwyd, PA 19004)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
c/o Corporation Service Company)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)
)
GREENE, TWEED & CO., INC.)
c/o Greene, Tweed NC, LLC)
227 West Trade St., Ste. 2170)
Charlotte, NC 28202)
)

GREFCO, INC.)
 A Delaware Corporation)
 225 City Line Avenue, Ste. 114)
 Bala Cynwyd, PA 19004)
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 GUARD-LINE, INC.)
 202 N. Loop Hwy. 59)
 Atlanta, TX 75551)
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 HERSH PACKING & RUBBER CO.)
 c/o Kevin O. Kadlec, Esq.)
 Bonezzi Switzer Murphy Polito & Hupp Co.)
 1300 East Ninth Street, Suite 1950)
 Cleveland, Ohio 44114)
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 HOBART BROTHERS)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 HOLLOW CENTER PACKING CO.)
 c/o William D. Bonezzi)
 Bonezzi Switzer Murphy Polito & Hupp Co.)
 1300 East Ninth Street, Suite 1950)
 Cleveland, Ohio 44114)
)
 HONEYWELL INTERNATIONAL, INC.)
 f/k/a Allied Corporation, Successor to)
 Allied Signal, Inc. and Bendix Corporation)
 c/o Corporation Service Company)
 50 W. Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 I.U. NORTH AMERICA, INC.)
 As Successor by Merger to The Garp)
 Company formerly known as The Gage)
 Company formerly known as Pittsburgh)
 Gage and Supply Company)
 2300 Computer Ave., Suite #L-61)
 Willow Grove, PA 19090)
)

INGERSOLL-RAND)
 c/o Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 INSUL COMPANY, INC.)
 c/o Joni Mangino, Esq.)
 310 Grant Street, Suite 300)
 The Grant Building)
 Pittsburgh, PA 15219-2702)
)
 ILLINOIS TOOL WORKS, INC. a.k.a.)
 DEVCON CORPORATION)
 30 Endicott Street)
 Danvers, MA 01923)
)
 KELSEY-HAYES COMPANY)
 c/o Corporation Service Company)
 50 W. Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 KVAERNER NORTH AMERICAN)
 CONSTRUCTION, INC., f/k/a)
 Aker Solutions Americas, Inc., as)
 Successor-in-Interest and/or Liability to)
 Trafalgar House, Inc., and its division,)
 Davy International as Successor to)
 Arthur G. McKee)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 KVAERNER AMERICAS, INC.)
 f/k/a Aker Solutions Americas, Inc.)
 as Successor-in-Interest and/or Liability)
 to Trafalgar House, Inc. and its division,)
 Davy International, as Successor to)
 Arthur G. McKee)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
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LINCOLN ELECTRIC CO.)
 c/o Frederick GB. Stueber, Statutory Agent)
 22801 St. Clair Avenue)
 Cleveland, Ohio 44117)
)
 LOCKHEED MARTIN CORPORATION)
 (formerly Martin Marietta Corporation))
 c/o Corporation Service Company)
 50 W. Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 LUCAS, A Fermat Group Company)
 c/o Corporation Service Company)
 50 W. Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 M.F. MURDOCK)
 c/o William D. Bonezzi)
 Bonezzi Switzer Murphy Polito & Hupp Co.)
 1300 East Ninth Street, Suite 1950)
 Cleveland, Ohio 44114)
)
 M.V.S. COMPANY, as successor in)
 Interest to Mahoning Valley Supply Co.)
 c/o William D. Bonezzi)
 Bonezzi, Switzer, Murphy & Polito)
 1300 East Ninth Street, Suite 1950)
 Cleveland, OH 44114)
)
 MACHINE TOOL RESEARCH, INC.)
 and its parent company H.F. Rubber)
 Machinery, Inc. – USA)
 Successor-in-Interest and/or Liability to)
 Consolidated Machine Tool Corp.)
 f/k/a Betts Machine Co.)
 405 Blossom Rd.)
 Rochester, NY 14610)
)
 THE MARMON GROUP, INC.)
 c/o Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
)

THE MAU-SHERWOOD SUPPLY)
 COMPANY)
 c/o Kenneth F. Krawczak, Esq.)
 Swartz Campbell LLC)
 55 Public Square, Suite 1120)
 Cleveland, OH 44113)
)
 MOBIL OIL CORPORATION)
 f/n/a Exxon Mobil Corporation)
 c/o CSC Lawyers Incorporating Service)
 50 West Broad Street, Suite 1800)
 Columbus, OH 43215)
)
 MORTON INTERNATIONAL, INC.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 MOTION CONTROLS INDUSTRIES)
 DIVISION OF CARLYLE CORPORATION)
 4040 Lewis & Clark Drive)
 Charlottesville, VA 22911)
)
 NATIONAL MACHINERY Co.)
 c/o James C. Watson, Esq.)
 2208 Clarence Avenue)
 Lakewood, OH 44107)
)
 NITRO INDUSTRIAL COVERINGS, INC.)
 100 Colony Drive)
 Vienna, WV 26105-1900)
)
 NORTON COMPANY)
 k/n/a Saint-Gobain Abrasives, Inc.)
 c/o C.T. Corporation System)
 350 N. St. Paul Street, Suite 2900)
 Dallas, Texas 75201)
)
 OGLEBAY NORTON COMPANY)
 c/o National Registered Agents, Inc.)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)

OHIO PIPE & SUPPLY COMPANY, INC.)
Reminger Service Company, Inc.)
101 West Prospect Avenue, Suite 1400)
Cleveland, OH 44115)
)
OHIO VALLEY INSULATING)
COMPANY, INC)
Attn: J.D. Lile)
c/o Ohio Valley International)
6404 McCorkle Avenue, SW)
St. Albans, WV 25177)
)
OKONITE INCORPORATED)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)
)
OSRAM SYLVANIA, INCORPORATED)
Corporate Creations Network, Inc.)
119 E. Court Street)
Cincinnati, Ohio 45202)
)
PNEUMO ABEX CORPORATION)
successor in interest to Abex Corporation)
and American Brake and Block)
c/o Prentice Hall Corporation System, Inc.)
50 West Broad Street, Suite 1330)
Columbus, OH 43215)
)
PRATT & WHITNEY MEASUREMENT)
SYSTEMS, INC.)
66 Douglas Street)
Bloomfield, CT 06002)
)
RECORD INDUSTRIAL CO.)
c/o Hub International Pennsylvania, LLC)
480 Norristown Road, 2nd Floor)
Blue Bell, PA 19422)
)
RED SEAL ELECTRIC CO.)
c/o Daniel Stryffeler)
3835 W. 150th Street)
Cleveland, Ohio 44111)
)

ROBERTSON-CECO CORP.)
 fka H.H. Robertson Company)
 c/o C.T. Corporation System)
 120 S. Central Avenue)
 Clayton, MO 63105)
)
 ROCKWELL AUTOMATION, INC.)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 RILEY POWER, INC.)
 f/k/a Babcock Borsig Power, Inc.)
 f/k/a/ Riley Stoker Corporation)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 RSCC WIRE & CABLE, INC.)
 f/k/a Rockbestos-Suprenant Cable Corp.)
 (formerly known as Rockbestos Company))
 c/o Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 REXNORD CORPORATION)
 STEARNS DIVISION)
 Successor to Stearns Brakes)
 4701 W. Greenfield Ave.)
 Milwaukee, WI 53214)
)
 SAFETY FIRST INDUSTRIES, INC.)
 524 Island Avenue)
 McKees Rocks, PA 15136)
)
 SEALED AIR CORPORATION)
 c/o Lawyers Incorporating Service)
 50 West Broad Street, Suite 1800)
 Columbus, OH 43215)
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SENTINEL SAFETY SUPPLY COMPANY))
 c/o Kevin O. Kadlec, Esq.))
 Bonezzi Switzer Murphy Polito & Hupp Co.))
 1300 East Ninth Street, Suite 1950))
 Cleveland, Ohio 44114))
))
 TASCOS INSULATIONS, INC.))
 fka The Asbestos Service Company))
 c/o Robert Terbrack, Esq.))
 Gallagher Sharp Fulton & Norman))
 Seventh Floor, Bulkley Building))
 1501 Euclid Avenue))
 Cleveland, Ohio 44114))
))
 THEIM CORPORATION))
 Three Rivers Management, Inc.))
 Manor Oak One, Suite 200))
 1910 Cochran Road))
 Pittsburgh, PA 15220))
))
 TRECO CONSTRUCTION SERVICES,))
 INC.,))
 C/o WMX Technologies, Inc.))
 720 East Butterfield Road, 2nd Floor))
 Lombard, IL 60148-5689))
))
 UNION BOILER COMPANY))
 f/k/a UB West Virginia, Inc.))
 P.O. Box 429))
 Nitro, WV 25143))
))
 UNION CARBIDE CORPORATION))
 c/o C.T. Corporation System))
 4400 Easton Commons Way, Suite 125))
 Columbus, OH 43219))
))
 UNIROYAL FIBER & TEXTILE))
 DIVISION))
 OF UNIROYAL, INC.))
 70 Greate Hill Road))
 Naugatuck, CT 06770))

UNIROYAL, INC.)
 f/k/a Goodrich Tire Co.)
 f/k/a Uniroyal Goodrich Tire Co.)
 f/k/a/ United States Rubber Co.)
 70 Great Hill Road)
 Naugatuck, CT 06770)
)
 UNIVERSAL REFRACTORIES)
 P.O. Box 97)
 Wampum, PA 16157)
)
 WESTINGHOUSE ELECTRIC)
 CORPORATION a/k/a Viacom)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 WHEELER PROTECTIVE APPAREL)
 CORP.)
 c/o Donna M. Meehan, Esq.)
 Cosmich, Simmons & Brown)
 One Eastover Center)
 100 Vision Drive, Suite 200)
 Jackson, MS 39211)
)
 WORTHINGTON COMPRESSOR)
 3110 Engineering Parkway)
 Alpharetta, GA 30004)
)
 ZURN INDUSTRIES, INC.)
 aka Erie City Boilers)
 c/o C.T. Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 and)
)
 JOHN DOES 1-100)
 Manufacturers, Sellers or)
 Installers of Asbestos-Containing)
 Products)
)
 Defendants.)

1. Plaintiffs are residents of the State of Ohio. Plaintiff, Richard Rindfleisch, worked in the State of Ohio.

2. Defendants are entities organized and existing under the laws of the State of Ohio, or of some other state of the United States of America, or of some foreign jurisdiction, and that said Defendants are conducting and have regularly conducted business in the State of Ohio. Each Defendant manufactured, supplied, distributed and/or used asbestos in the State of Ohio, or other states in such a manner that caused injury to Plaintiff.

3. The real names and addresses of Defendants John Does 1-100 manufacturers, sellers or installers of asbestos-containing products have not been determined, despite reasonable efforts of the Plaintiff to do so.

4. Defendants, all times relevant and pertinent hereto, were engaged in the business of mining, milling, manufacturing, marketing, fabricating, designing, formulating, producing, creating, making, constructing, assembling and/or rebuilding asbestos-containing products or components thereof; and/or selling, distributing, preparing, blending, packaging, labeling and/or otherwise participated in placing asbestos-containing products in the stream of commerce to which Plaintiff was exposed during his employment.

5. Defendants, acting through their servants, employees, agents and representatives, caused asbestos and asbestos-containing materials to be placed in the stream of interstate commerce.

6. During the course of Plaintiff's lifetime, he was exposed to the Defendants' asbestos and asbestos-containing materials, by virtue of working with or around asbestos and asbestos-containing materials, and said exposures were substantial factors which directly and proximately caused him to develop mesothelioma.

7. As a direct and proximate result of the Defendants' conduct, Plaintiff has incurred medical, hospital, professional, and other expenses, and has been prevented from attending to his usual activities.

8. As a direct and proximate result of the Defendants' conduct, Plaintiff further will/has sustained permanent and substantial physical deformity, loss of use of a limb, or loss of a bodily organ system and/or permanent physical functional injury that permanently prevents the injured person from being able to independently care for self and perform life-sustaining activities.

9. As a direct and proximate result of the Defendants' conduct, Plaintiff sustained permanent injuries to his person and body, lungs, respiratory and cardiovascular system; suffered great physical, mental, and nervous pain and suffering, mental anguish; suffered from reasonable and justifiable fears of progressive and irreversible incapacity and inability to carry on his usual functions; increasing discomfort; cancer; shortened life-span; impairment to his quality of life; disfigurement; and any other intangible loss.

FIRST CAUSE OF ACTION
(NEGLIGENCE)

10. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth herein.

11. Defendants had a duty to remain reasonably current with scientific knowledge, development, research and discoveries concerning their products. The manufacturer must communicate its superior knowledge to those who, because of their own limited knowledge and information, would otherwise be unable to protect themselves.

12. Defendants, individually and as a group since the early 1900's have been in possession of medical and scientific data which clearly indicates that their asbestos fibers and asbestos-containing products are hazardous to health; and prompted by pecuniary motives, the Defendants, individually and collectively, ignored and intentionally failed to act upon said medical and scientific data and conspired to deprive the public, and particularly the users, including Plaintiff, of said medical and scientific data, and therefore deprived Plaintiff of the opportunity of free choice as to whether or not to expose himself to the asbestos and asbestos-containing products of said Defendants; and further, willfully, intentionally and wantonly failed to warn Plaintiff of the serious bodily harm which would result from the inhalation of the asbestos fibers and the dust from their asbestos-containing products.

13. The illness and disability of the Plaintiff is the direct and proximate result of the negligence of the Defendants in that they produced, sold or otherwise put into the stream of interstate commerce, asbestos and asbestos-containing materials, which the Defendants knew or in the exercise

of ordinary care, ought to have known were deleterious, poisonous, and highly harmful to Plaintiff's health.

14. The illness and disability of the Plaintiff is permanent and is the direct and proximate result of the negligence of the Defendants in that even though the Defendants knew or in the exercise of ordinary care, should have known that their asbestos and asbestos-containing materials were deleterious, poisonous and highly harmful to Plaintiff's health, and that he would not know of such dangers to his health, the Defendants nonetheless:

- (a) Failed to advise Plaintiff of the dangerous characteristics of their asbestos and asbestos-containing products;
- (b) Failed or omitted to provide Plaintiff with the knowledge as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliances, if in truth there were any to protect them from being poisoned and disabled as they were, by exposure to such deleterious and harmful asbestos and asbestos-containing materials;
- (c) Failed and omitted to place any warnings and instructions on their containers of said asbestos and asbestos-containing materials to warn the handlers thereof of the dangers to health in coming into contact with said asbestos and asbestos-containing materials;
- (d) Failed and omitted to take reasonable precautions or exercise reasonable care to publish, adopt and enforce a safety plan and a safe method of handling and installing said asbestos and asbestos-containing materials.

15. As a direct and proximate result of the Defendants' negligence, Plaintiffs have been permanently injured and incurred damages.

SECOND CAUSE OF ACTION
(STRICT LIABILITY)

16. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth herein.

17. Plaintiffs state there was, in fact, a defect in the asbestos-containing products manufactured, sold, distributed, marketed, supplied, advertised, designed, developed, labeled, researched, and/or installed by the Defendants.

18. Plaintiffs state that the aforementioned defect(s) was/is dangerous to the health and well being of the Plaintiff and others exposed to such products and that such defect existed at the time the products left the Defendants' hands.

19. Plaintiffs state that the aforementioned defect(s) was/is dangerous to the health and well being of Plaintiff and others exposed to such products and that such defect was the direct and proximate cause of Plaintiff's injuries and/or losses as described above.

20. Defendants researched, tested, manufactured, designed, developed, distributed, labeled, advertised, marketed, inspected, repaired, modified, used, serviced, installed, and/or sold to the public, Plaintiff's employers, and/or to others working in the vicinity of Plaintiff, asbestos and asbestos-containing products, and Defendants knew that these products would be used and handled by Plaintiff and others similarly situated without any knowledge of their defects and inherent danger, and without any inspection for defects and dangers.

21. Plaintiff, in the course and scope of his employment and/or otherwise, used, handled, and was otherwise exposed to asbestos and asbestos-containing products, sold or otherwise supplied by Defendants, without receiving any warnings or instructions from Defendants of the defects and inherent dangers of the products.

22. The products which were sold and/or supplied by Defendants, and to which Plaintiff was exposed, were defective and unsafe for their intended uses and purposes in that they were more dangerous than what an ordinary consumer or user would expect and the risks incident to the use of the products outweighed any benefits of the products' utility.

23. As a direct and proximate result of the defective condition of these products, Plaintiffs have been permanently injured and incurred damages.

THIRD CAUSE OF ACTION
(BREACH OF EXPRESS WARRANTY)

24. Plaintiffs re-allege and incorporate each and every Paragraph set forth above, as though fully set forth herein.

25. Defendants expressly warranted the asbestos products and/or asbestos-containing products they manufactured, sold, or supplied, and to which Plaintiff was exposed, were reasonably fit for their intended uses without endangering human life and safety.

26. Defendants breached these express warranties, in that their asbestos products and asbestos-containing products were defective and dangerous to reasonably foreseeable users like Plaintiff who was exposed to these products.

27. Plaintiffs did rely upon the express warranties and representations of Defendants regarding the fitness and safety of their products, and as a result, used, handled, and were otherwise exposed to these products.

28. As a direct and proximate result of the Defendants' breach of their express warranties, Plaintiffs were permanently injured and incurred damage.

FOURTH CAUSE OF ACTION
(BREACH OF IMPLIED WARRANTY)

29. Plaintiffs re-allege and incorporate each and every Paragraph set forth above, as though fully set forth here.

30. Defendants impliedly warranted that the asbestos products and asbestos-containing products they sold or supplied, and to which Plaintiff was exposed, were of merchantable quality, reasonably safe, and reasonably fit for use in a work place environment for the particular purposes for which they were sold or supplied, without endangering human life and safety.

31. Defendants breached these implied warranties of merchantability, safety, and fitness for a particular purpose because Defendants' asbestos products and/or asbestos-containing products were defective and dangerous to reasonably foreseeable users and consumers like Plaintiff.

32. Plaintiff did rely upon Defendants' implied warranties and representations regarding their asbestos products and/or asbestos-containing products, and as a result used, handled, and were otherwise exposed to these products.

33. As a direct and proximate result of Defendants' breach of implied warranties, Plaintiffs were and are permanently injured and incurred damages.

FIFTH CAUSE OF ACTION
(STATUTORY PRODUCTS LIABILITY)

34. Plaintiffs re-allege and incorporate each and every Paragraph set forth above, as though fully set forth here.

35. Plaintiffs bring this claim for relief against Defendants for product liability under Ohio Revised Code § 2307.71, et seq. At all times relevant and pertinent hereto Defendants were “manufacturers” and/or “suppliers” of asbestos and asbestos as those terms are defined under Ohio Revised Code §2307.71.

36. “The Products” as manufactured and/or supplied by the aforementioned Defendants were defective in manufacture and construction as described in Ohio Revised Code §2307.73; were defective in design or formulation as described in Ohio Revised Code §2307.75; were defective due to inadequate warnings and instructions as described in Ohio Revised Code §2307.76; and were defective because they did not conform to representations made by their manufacturers and suppliers as described in Ohio Revised Code §2307.77.

37. Each of the defective conditions of “the Products” as described above, pursuant to Ohio Revised Code §2307.73, were a proximate cause of the harm for which Plaintiffs seek to recover compensatory damages as previously set forth. Furthermore, each of the aforementioned Defendants who acted as suppliers are liable in that capacity and as if they were the manufacturers in accordance with Ohio Revised Code §2307.78.

38. As a direct and proximate result of Defendants’ defective products, Plaintiffs were permanently injured and incurred damages.

SIXTH CAUSE OF ACTION
(PUNITIVE DAMAGES)

39. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth here.

40. Plaintiffs are informed and believe that Defendants and their predecessors in interest researched, tested, manufactured, labeled, marketed, used, distributed, and sold their asbestos and asbestos-containing products with conscious disregard for the safety of Plaintiffs and other users of said products, in that said Defendants had specific prior knowledge that there was a high risk of injury or death resulting from exposure to their products or products on their premises, including but not limited to lung cancer, mesothelioma, other forms of cancer, and asbestosis. Said knowledge was obtained, in part, from scientific studies and medical data to which Defendants had access, as well as scientific studies performed by, at the request of, or with the assistance of Defendants, and which knowledge was obtained by Defendants during the time they manufactured, distributed, used, or sold their products.

41. During the time Defendants manufactured, distributed, used, or sold their products, Defendants were aware that Plaintiff and other members of the general public who would use or be exposed to their products had no knowledge or information that the products could cause injury. Further, Defendants knew that Plaintiff and the general public who used or were exposed to these products would, and in fact did assume their exposure to the products was safe, when in fact it was extremely hazardous to human life.

42. Despite this knowledge, Defendants opted to manufacture, distribute, use, and sell asbestos and asbestos-containing products without protecting and/or warning and/or instructing

Plaintiff and other users of the high risk of injury and death that resulted from exposure to these asbestos and asbestos-containing products. Rather than protecting and/or warning and/or instructing Plaintiff and other users of these dangers, Defendants actively concealed their knowledge from Plaintiff, Plaintiff's employers, and members of the general public. By their acts and/or omissions, Defendants implied their asbestos and asbestos-containing products were safe for all reasonably foreseeable use. Defendants' implications were particularly egregious because they were aware the implied representations were false. Defendants' conduct exemplifies their conscious disregard of the rights and safety of Plaintiff and the general public as a whole that has a great probability of causing substantial harm.

43. Defendants were motivated by their financial interests in the uninterrupted distribution, use, and marketing of their asbestos and asbestos-containing products. In furtherance of this financial motivation, Defendants consciously disregarded the safety of Plaintiff and other users of their asbestos and asbestos-containing products, and were willing to permit their asbestos and asbestos-containing products to cause injury to Plaintiff, and other frequenters, users, and bystanders.

44. Defendants' conduct constitutes actual malice with a state of mind that is characterized by hatred, ill will or a spirit of revenge. Defendants also demonstrated a conscious disregard for the rights and safety of Plaintiff and other users of their asbestos and asbestos-containing products that has a great probability of causing substantial harm. Therefore, Plaintiffs seek punitive damages to punish and deter Defendants and others from the future commission of like offenses and wrongs.

45. As a direct and proximate result of Defendants' conduct, Plaintiffs were permanently injured and incurred damages.

SEVENTH CAUSE OF ACTION
(CONSPIRACY)

46. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth here.

47. At all relevant times, the Defendants, having the duty imposed by law, or having assumed the duty, to exercise reasonable care for the safety of the Plaintiff and similarly situated persons, acted in concert and conspired in pursuance of a common plan or design to commit the tortious acts alleged herein against Plaintiff.

48. Defendants combined with each other, and with non-Defendants, to engage in unlawful and / or tortious conduct. In furtherance of the conspiracy, the Defendants, with knowledge of dangers of exposure to asbestos and asbestos-containing products and with deliberate intent to conceal or misrepresent these dangers known to Defendants, committed the following overt and tortious acts:

- a. fraudulently concealed, misrepresented, and suppressed material scientific and medical information about the toxic and deadly effects of asbestos;
- b. deliberately failed to adequately warn persons in proximity of asbestos of the known health hazards associated with exposure to asbestos and asbestos-containing products;
- c. deliberately breached their duty to instruct about proper ventilation, safety equipment, and/or any other precautionary measures which may have protected against the health hazards of asbestos;
- d. deliberately breached their duty to investigate the health hazards of exposure to asbestos and asbestos-containing products;
- e. sold asbestos products in a defective condition without necessary warnings of the catastrophic health hazards or instructions concerning precautionary measures; and

- f. avoided the results of the scrutiny of governmental and safety organizations that would have occurred had Defendants not concealed the true nature and extent of the dangers of their asbestos-containing products.

49. The Defendants knowingly agreed to participate in the conspiracy by one or more of the following means:

- a. actively taking part;
- b. furthering it by cooperation; and/or
- c. ratifying and adopting acts of other conspirators done for their benefit.

50. The Defendants participated in furthering the unlawful purposes of the conspiracy by delegating responsibilities to and carrying these out through the trade association committees.

51. Upon information and belief, the Defendants committed numerous other overt and tortious acts that are unknown to Plaintiff at this time, in furtherance of the conspiracy through letters, memoranda, publications, meetings, telephone conversations, and other forms of communication directly between the Defendants and through the trade organization committees.

52. Plaintiff reasonably relied on Defendants' misrepresentations and failures to warn alleged above; but for Defendants' misrepresentation and failure to warn, Plaintiff would not have been exposed to asbestos-containing products. As a direct and proximate result of the Defendants' conspiratorial acts, the Plaintiff was exposed to asbestos and asbestos-containing products, and developed an asbestos-related disease.

EIGHTH CAUSE OF ACTION
(LOSS OF CONSORTIUM)

53. Plaintiffs reallege and incorporate each and every Paragraph set forth above, as though fully set forth here.

54. Plaintiff, Mary Lou Artino, has suffered a loss of consortium and has been deprived of the society, companionship, comfort, love, solace, and assistance of Plaintiff, Richard Rindfleisch, who was exposed to the asbestos or asbestos containing products as described above, and further that said loss is the direct and proximate result of the acts and/or omissions of the Defendants as described above.

55. As a direct and proximate result of Defendants' conduct, Plaintiff was permanently injured and incurred damages.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly and severally in excess of Twenty-Five Thousand Dollars (\$25,000.00) and an amount for punitive damages, costs, expenses, and attorney fees in this action.

A trial by jury is hereby demanded to determine all issues.

Respectfully submitted,

KELLEY & FERRARO, LLP

By: /s/ Electronically Filed 
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JOYCE CHAMBERS REICHARD (0096422)
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Counsel for Plaintiffs

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

DENNIS STRINGER and)
LINDA STRINGER)
525 Georgetown Avenue, Apt. M28)
Elyria, OH 44035)

Plaintiffs)

vs.)

A.W. CHESTERTON COMPANY)
c/o CT Corporation System)
4400 Easton Commons Way Suite 125)
Columbus, OH 43219)

HERSH PACKING & RUBBER CO.)
c/o William D. Bonezzi)
Bonezzi Switzer Murphy Polito & Hupp Co.)
1300 East Ninth Street, Suite 1950)
Cleveland, OH 44114)

F.B. WRIGHT COMPANY)
c/o William H. Reno)
9999 Mercier Street)
Dearborn, MI 48120)

F.B. WRIGHT COMPANY OF OHIO)
c/o Andrew M. Wargo, Esq.)
Marshall, Dennehey, Warner, Coleman &)
Goggin)
127 Public Square, Suite 3510)
Cleveland, OH 44114)

GENERAL ELECTRIC CORPORATION)
c/o CT Corporation System)
4400 Easton Commons Way Suite 125)
Columbus, OH 43219)

CASE NO.

JUDGE

COMPLAINT
(Asbestos Docket)

JURY TRIAL DEMANDED

WESTINGHOUSE ELECTRIC)
 CORPORATION)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
)
 PNEUMO ABEX CORPORATION)
 Successor in interest to Abex Corporation)
 And American Brake and Block Company)
 c/o Prentice Hall Corp.)
 50 West Broad Street, Suite 1800)
 Columbus, OH 43215)
)
 ADIENCE, INC.)
 Successor in interest to Adience)
 Company, LP, as Successor to)
 BMI, Inc.)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
)
 ALLIED GLOVE CORPORATION)
 c/o Stephen R. Mlinac, Esq.)
 Swartz Campbell LLC)
 4750 U.S. Steel Tower)
 600 Grant Street)
 Pittsburgh, PA 15219)
)
 BEAZER EAST, INC.)
 Corporation Service Company)
 50 West Broad Street Suite 1330)
 Columbus, OH 43215)
)
 BORG-WARNER CORPORATION)
 A Delaware Corporation)
 Successor in Interest to)
 BorgWarner Morse TEC Inc.)
 3850 Hamlin Road)
 Auburn Hills, MI 48326)
)
 COOPER INDUSTRIES, INC.)
 600 Travis, Suite 5800)
 Houston, TX 77002)
)

ERICSSON, INC., Successor in interest)
To the Continental Wire & Cable Company)
And Anaconda Wire & Cable Company)
Capitol Corporate Services, Inc.)
4568 Mayfield Road Suite 204)
Cleveland, OH 44121)
)
GENERAL REFRACTORIES COMPANY)
225 City Avenue, Suite 114)
Bala Cynwyd, PA 19004)
)
GEORGE V. HAMILTON, INC.)
River Avenue)
McKees Rocks, PA 15136)
)
THE GOODYEAR TIRE & RUBBER)
COMPANY)
Corporation Service Company)
50 West Broad Street Suite 1330)
Columbus, OH 43215)
)
GREFCO, INC.)
A Delaware Corporation)
225 City Line Avenue)
Suite 114)
Bala Cynwyd, PA 19004)
)
GREENE TWEED & COMPANY, INC.)
c/o Corporation Service Company)
50 West Broad Street Suite 1330)
Columbus, OH 43215)
)
GUARD-LINE, INC.)
202 N. Loop Hwy. 59)
Atlanta, TX 75551)
)
THE EDWARD R. HART COMPANY)
P.O. Box 6207)
Canton, OH 44706)
)

M.V.S. COMPANY, as successor in)
Interest to Mahoning Valley Supply Co.)
c/o William D. Bonezzi)
Bonezzi, Switzer, Murphy & Polito)
1300 East Ninth Street, Suite 1950)
Cleveland, OH 44114)
)
SENTINEL SAFETY SUPPLY COMPANY)
c/o Joseph T. Ostrowski, Esq.)
The Ostrowski Legal Group, Ltd.)
14837 Detroit Avenue, #130)
Lakewood, OH 44107)
)
THE MARMON GROUP, INC.)
Corporation Service Company)
50 West Broad Street Suite 1330)
Columbus, OH 43215)
)
LOCKHEED MARTIN CORPORATION)
(Formerly Martin Marietta Corporation))
Corporation Service Company)
50 West Broad Street Suite 1330)
Columbus, OH 43215)
)
MOBIL OIL CORPORATION)
k/n/a Exxon Mobil Corporation)
c/o CSC Lawyers Incorporating Service)
50 West Broad Street, Suite 1800)
Columbus, OH 43215)
)
NORTON COMPANY)
n/k/a Saint-Gobain Abrasives, Inc.)
c/o C. T. Corporation System)
101 Federal Street)
Boston, MA 02110)
)
OKONITE INCORPORATED)
c/o CT Corporation System)
4400 Easton Commons Way Suite 125)
Columbus, OH 43219)
)

RCH NEWCO II, LLC f/k/a)
 Robertson-Ceco Corp.)
 c/o The Corporation Trust Company)
 Corporation Trust Center)
 1209 Orange St.)
 Wilmington, DE 19801)
)
 RSCC WIRE & CABLE, INC.)
 f/k/a Rockbestos-Suprenant Cable Corp.)
 (Formerly known as Rockbestos Company))
 Corporation Service Company)
 50 West Broad Street, Suite 1330)
 Columbus, Ohio 43215)
)
 ROCKWELL AUTOMATION, INC.)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
)
 TRECO CONSTRUCTION SERVICES,)
 INC.,)
 C/o WMX Technologies, Inc.)
 720 East Butterfield Road, 2nd Floor)
 Lombard, IL 60148-5689)
)
 SAFETY FIRST INDUSTRIES, INC.)
 42nd Floor)
 600 Grant Street)
 Pittsburgh, PA 15219)
)
 SEPCO CORPORATION)
 A California Corporation)
 c/o C.T. Corporation System)
 818 West Seventh Street)
 Los Angeles, CA 90017)
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 TASCO INSULATIONS, INC.)
 f/k/a The Asbestos Service Company)
 c/o Daniel Michalec, Esq.)
 Gallagher, Sharp, Fulton & Norman)
 Seventh Floor, Bulkley Building)
 1501 Euclid Avenue)
 Cleveland, Ohio 44114)
)

THEIM CORPORATION)
 Three Rivers Management, Inc.)
 Manor Oak One, Suite 200)
 1910 Cochran Road)
 Pittsburgh, PA 15220)
)
 UNIROYAL, INC.)
 f/k/a Goodrich Tire Co.)
 f/k/a Uniroyal Goodrich Tire Co.)
 f/k/a/ United States Rubber Co.)
 70 Great Hill Road)
 Naugatuck, CT 06770)
)
 UNIROYAL FIBER & TEXTILE)
 DIVISION)
 OF UNIROYAL, INC.)
 70 Greate Hill Road)
 Naugatuck, CT 06770)
)
 UNIVERSAL REFRACTORIES)
 P.O. Box 97)
 Wampum, PA 16157)
)
 WHEELER PROTECTIVE APPAREL)
 CORP.)
 c/o Robert Wilkinson)
 P.O. Box 1618)
 Pascagoula, MS 39568)
)
 AMERICAN OPTICAL CORPORATION)
 c/o Jeffrey Healy, Esq.)
 Tucker Ellis & West LLP)
 1150 Huntington Bldg.)
 925 Euclid Avenue)
 Cleveland, OH 44115)
)
 BRIDGESTONE AMERICAS, INC.)
 f/k/a BRIDGESTONE FIRESTONE NORTH)
 AMERICAN TIRE, LLC)
 c/o National Registered Agents, Inc.)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)

MOTION CONTROLS INDUSTRIES)
 DIVISION OF CARLISLE CORPORATION))
 1031 E. Hillside Dr.)
 Bloomington, IN 47401)
)
 ALLIED CORPORATION Successor)
 To Bendix Corporation; f/k/a Allied)
 Signal, Inc.; n/k/a Honeywell)
 International, Inc.)
 c/o CSC-Lawyers Incorporating Service)
 50 W. Broad Street, Suite 1800)
 Columbus, OH 43215)
)
 ARVINMERITOR, INC.)
 Successor in Interest to Maremont)
 Corporation)
 2135 West Maple Road)
 Troy, MI 48084)
)
 MORTON INTERNATIONAL, INC.)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
)
 KELSEY-HAYES COMPANY)
 c/o CSC-Lawyers Incorporating Service)
 50 W. Broad Street, Suite 1800)
 Columbus, OH 43215)
)
 AKRON GASKET & PACKING)
 ENTERPRISES, INC.)
 c/o Carter Ray)
 445 Northeast Ave.)
 Tallmadge, OH 44278)
)
 C.P. HALL COMPANY)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
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 B.F. GOODRICH COMPANY)
 4 Coliseum Center)
 2730 W. Tyvola)
 Charlotte, NC 28217)

M.F. MURDOCK)
c/o William D. Bonezzi, Esq.)
Bonezzi, Switzer, Murphy, Polito &)
Hupp Co., L.P.A.)
1300 East Ninth Street, Suite 1950)
Cleveland, OH 44114)
)

RED SEAL ELECTRIC CO.)
c/o Daniel Stryffeler)
3835 W. 150th Street)
Cleveland, Ohio 44111)
)

HOLLOW CENTER PACKING CO.)
c/o William D. Bonezzi)
Bonezzi Switzer Murphy Polito & Hupp Co.)
1300 East Ninth Street, Suite 1950)
Cleveland, Ohio 44114)
)

LINCOLN ELECTRIC CO.)
c/o Frederick GB. Stueber, Statutory Agent)
22801 St. Clair Avenue)
Cleveland, OH 44117)
)

EATON CORPORATION, Individually and)
As Successor in Interest and/or liability)
to Cutler-Hammer Inc.,)
n/k/a Eaton Electrical, Inc.)
c/o CT Corporation System)
4400 Easton Commons Way Suite 125)
Columbus, OH 43219)
)

REXNORD CORPORATION)
STEARNS DIVISION)
Successor to Stearns Brakes)
4701 W. Greenfield Ave.)
Milwaukee, WI 53214)
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NATIONAL MACHINERY Co.)
c/o James C. Watson, Esq.)
2208 Clarence Avenue)
Lakewood, OH 44107)
)

AJAX MANUFACTURING COMPANY)
 d/b/a Ajax-Ceco)
 A Park-Ohio Company)
 29100 Lakeland Blvd.)
 Wickliffe, OH 44092)
)
 BAYER CROPSCIENCE, LP)
 f/k/a Aventis CropScience USA, Inc.)
 As successor in interest to Amchem)
 Products, Inc.)
 Corporation Service Company)
 50 W. Broad Street, Suite 1330)
 Columbus, OH 43215)
)
 CERTAINTEED CORPORATION)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
)
 I.U. NORTH AMERICA, INC.)
 As Successor by Merger to The Garp)
 Company formerly known as The Gage)
 Company formerly known as Pittsburgh)
 Gage and Supply Company)
 2300 Computer Ave., Suite #L-61)
 Willow Grove, PA 19090)
)
 ILLINOIS TOOL WORKS, INC. a.k.a.)
 DEVCON CORPORATION)
 30 Endicott Street)
 Danvers, MA 01923)
)
 SEALED AIR CORPORATION)
 c/o Lawyers Incorporating Service)
 50 West Broad Street, Suite 1800)
 Columbus, OH 43215)
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 GEORGIA-PACIFIC CORP.)
 c/o CT Corporation System)
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 Columbus, OH 43219)
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UNION CARBIDE CORPORATION)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
)
 DANA CORPORATION)
 c/o CT Corporation System)
 4400 Easton Commons Way Suite 125)
 Columbus, OH 43219)
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 FLEXO PRODUCTS, INC.)
 An Ohio Corporation)
 c/o John D. Hill, Jr.)
 P.O. Box 342)
 Avon, OH 44011)
)
 THE MAU-SHERWOOD SUPPLY)
 COMPANY)
 c/o Kenneth F. Krawczak, Esq.)
 Swartz Campbell LLC)
 55 Public Square, Suite 1120)
 Cleveland, OH 44113)
)
 RILEY POWER, INC.)
 f/k/a Babcock Borsig Power, Inc.)
 f/k/a/ Riley Stoker Corporation)
 c/o CT Corporation System)
 1300 East Ninth Street, Suite 1010)
 Cleveland, OH 44114)
)
 EICHLEAY CORPORATION)
 c/o Corporation Trust Company)
 1209 Orange Street)
 Wilmington, DE 19801)
)
 GENTEX CORPORATION)
 Gentex Corporation Headquarters)
 324 Belmont Avenue)
 Carbondale, AP 18407)
)
 JOHN DEERE COMPANY a/k/a)
 Deere & Company)
 One John Deere Place)
 Moline, IL 61265)

MCNEIL CORPORATION, Successor)
 By Merger to Cleveland Crane &)
 Engineering Company)
 c/o National Registered Agents, Inc.)
 145 Baker Street)
 Marion, OH 43302)
)
 MCCORD CORPORATION)
 c/o The Corporation Company)
 30600 Telegraph Road)
 Bingham Farms, MI 48025)
)
 OHIO TRANSMISSION CORPORATION)
 1900 Jetway Boulevard)
 Columbus, OH 43219)
)
 P&H MINING EQUIPMENT, INC. f/k/a)
 Harnischfeger Corporation)
 c/o C.T. Corporation System)
 36 East Seventh Street, Suite 2400)
 Cincinnati, OH 45202)
)
 PENNSYLVANIA S.N., INC.)
 600 Grant Street, Suite 4600)
 Pittsburgh, PA 15219)
)
 SHEPARD NILES)
 2200 North Genesee Street)
 Montour Falls, NY 14865)
)
 WESTERN AUTO SUPPLY CO.)
 c/o CT Corporation System)
 4400 Easton Commons Way, Suite 125)
 Columbus, OH 43219)
)
 WHITING CORPORATION)
 26000 S. Whiting Way)
 Monee, IL 60449)
)
 CLARK INDUSTRIAL INSULATION CO.)
 c/o HL Statutory Agent, Inc.)
 200 Public Square, Suite 2800)
 Cleveland, OH 44114)

DANLY MACHINE DIVISION OF)
CONNELL LIMITED PARTNERSHIP)
c/o C.T. Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)

THE MINSTER MACHINE COMPANY)
c/o Robert J. Sudhoff, S.A.)
240 West Fifth Street)
P.O. Box 120)
Minster, OH 45865-0120)

ERIE PRESS SYSTEMS)
1053 West 12th Street)
Erie, PA 16512)

MAGNETEK, INC.)
2 International Plaza, Suite 500)
Nashville, TN 37217)

GENUINE PARTS COMPANY)
c/o CT Corporation System)
4400 Easton Commons Way, Suite 125)
Columbus, OH 43219)

FORD MOTOR COMPANY and its)
Motorcraft Division)
c/o CT Corporation System)
4400 Easton Commons Way Suite 125)
Columbus, OH 43219)

E.W. BLISS CO., Successor in interest)
To Toledo Machine Company)
2166 Joseph Lloyd Parkway)
Willoughby, OH 44094)

BLISS CLEARING NIAGARA, INC.)
National Corporate Research Ltd., S.A.)
3036 West 12 Mile Road)
Berkley, MI 48072)

REPUBLIC POWDERED METALS, INC.)
The Prentice-Hall Corporation System, Inc.)
50 West Broad Street, Suite 1800)
Columbus, OH 43215)
)
JOHN DOES 1-100)
Manufacturers, Sellers or Installers)
Of Asbestos-Containing Products)

1. Plaintiff and/or Plaintiff's decedents, hereinafter referred to as "Plaintiffs," are or were formerly residents of the State of Ohio. Plaintiff Dennis Stringer worked in the State of Ohio.

2. Defendants are entities organized and existing under the laws of the State of Ohio, or of some other state of the United States of America, or of some foreign jurisdiction, and that said Defendants are conducting and have regularly conducted business in the State of Ohio. Each Defendant manufactured, supplied, distributed and/or used asbestos in the State of Ohio, or other states in such a manner that caused injury and damages to Plaintiffs.

3. The real names and addresses of Defendants John Does 1-100 manufacturers, sellers or installers of asbestos-containing products have not been determined, despite reasonable efforts of the Plaintiff to do so.

4. Defendants, all times relevant and pertinent hereto, were engaged in the business of mining, milling, manufacturing, marketing, fabricating, designing, formulating, producing, creating, making, constructing, assembling and/or rebuilding asbestos-containing products or components thereof; and/or selling, distributing, preparing, blending, packaging, labeling and/or otherwise

participated in placing asbestos-containing products in the stream of commerce to which Plaintiff's decedent was exposed during his employment.

5. Defendants, acting through their servants, employees, agents and representatives, caused asbestos and asbestos-containing materials to be placed in the stream of interstate commerce.

6. During the course of Plaintiff's lifetime, he was exposed to the Defendants' asbestos and asbestos-containing materials, by virtue of working with or around asbestos and asbestos-containing materials, and said exposures were substantial factors which directly and proximately caused him to develop mesothelioma.

7. As a direct and proximate result of the Defendants' conduct, Plaintiff incurred medical, hospital, professional, and other expenses, and was prevented from attending to his usual activities.

8. As a direct and proximate result of the Defendants' conduct, Plaintiff further sustained permanent and substantial physical deformity, loss of use of a limb, or loss of a bodily organ system and/or permanent physical functional injury that permanently prevented the injured person from being able to independently care for self and perform life-sustaining activities.

9. As a direct and proximate result of the Defendants' conduct, Plaintiff sustained permanent and fatal injuries to his person and body, lungs, respiratory and cardiovascular system; suffered great physical, mental, and nervous pain and suffering, mental anguish; suffered from reasonable and justifiable fears of progressive and irreversible incapacity and inability to carry on his usual functions; increasing discomfort; cancer; shortened life-span; impairment to his quality of life; disfigurement; death; and any other intangible loss.

FIRST CAUSE OF ACTION
(NEGLIGENCE)

10. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth herein.

11. Defendants had a duty to remain reasonably current with scientific knowledge, development, research and discoveries concerning their products. The manufacturer must communicate its superior knowledge to those who, because of their own limited knowledge and information, would otherwise be unable to protect themselves.

12. Defendants, individually and as a group since the early 1900's have been in possession of medical and scientific data which clearly indicates that their asbestos fibers and asbestos-containing products are hazardous to health; and prompted by pecuniary motives, the Defendants, individually and collectively, ignored and intentionally failed to act upon said medical and scientific data and conspired to deprive the public, and particularly the users, including Plaintiff, of said medical and scientific data, and therefore deprived Plaintiff of the opportunity of free choice as to whether or not to expose himself to the asbestos and asbestos-containing products of said defendants; and further, willfully, intentionally and wantonly failed to warn Plaintiff's decedent of the serious bodily harm and death which would result from the inhalation of the asbestos fibers and the dust from their asbestos-containing products.

13. The illness and disability of the Plaintiff is the direct and proximate result of the negligence of the defendants in that they produced, sold or otherwise put into the stream of interstate commerce, asbestos and asbestos-containing materials, which the defendants knew or in the exercise

of ordinary care, ought to have known were deleterious, poisonous, and highly harmful to Plaintiff's health.

14. The illness and disability of the Plaintiff is permanent and is the direct and proximate result of the negligence of the Defendants in that even though the Defendants knew or in the exercise of ordinary care, should have known that their asbestos and asbestos-containing materials were deleterious, poisonous and highly harmful to Plaintiff's health, and that he would not know of such dangers to his health, the Defendants nonetheless:

- (a) Failed to advise Plaintiff of the dangerous characteristics of their asbestos and asbestos-containing products;
- (b) Failed or omitted to provide Plaintiff with the knowledge as to what would be reasonably safe and sufficient wearing apparel and proper protective equipment and appliances, if in truth there were any to protect them from being poisoned and disabled as they were, by exposure to such deleterious and harmful asbestos and asbestos-containing materials;
- (c) Failed and omitted to place any warnings and instructions on their containers of said asbestos and asbestos-containing materials to warn the handlers thereof of the dangers to health in coming into contact with said asbestos and asbestos-containing materials;
- (d) Failed and omitted to take reasonable precautions or exercise reasonable care to publish, adopt and enforce a safety plan and a safe method of handling and installing said asbestos and asbestos-containing materials.

15. As a direct and proximate result of the Defendants' negligence, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

SECOND CAUSE OF ACTION
(STRICT LIABILITY)

16. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth herein.

17. Plaintiffs state there was, in fact, a defect in the asbestos-containing products manufactured, sold, distributed, marketed, supplied, advertised, designed, developed, labeled, researched, and/or installed by the Defendants.

18. Plaintiffs state that the aforementioned defect(s) was dangerous to the health and well-being of the Plaintiff and others exposed to such products and that such defect existed at the time the products left the Defendants' hands.

19. Plaintiffs state that the aforementioned defect(s) was dangerous to the health and well-being of Plaintiff and others exposed to such products and that such defect was the direct and proximate cause of Plaintiffs injuries and/or losses and/or death as described above.

20. Defendants researched, tested, manufactured, designed, developed, distributed, labeled, advertised, marketed, inspected, repaired, modified, used, serviced, installed, and/or sold to the public, Plaintiff employers, and/or to others working in the vicinity of Plaintiff, asbestos and asbestos-containing products, and Defendants knew that these products would be used and handled by Plaintiff and others similarly situated without any knowledge of their defects and inherent danger, and without any inspection for defects and dangers.

21. Plaintiff, in the course and scope of his employment and/or otherwise, used, handled, and was otherwise exposed to asbestos and asbestos-containing products, sold or otherwise supplied by Defendants, without receiving any warnings or instructions from Defendants of the defects and inherent dangers of the products.

22. The products which were sold and/or supplied by Defendants, and to which Plaintiff was exposed, were defective and unsafe for their intended uses and purposes in that they were more dangerous than what an ordinary consumer or user would expect and the risks incident to the use of the products outweighed any benefits of the products' utility.

23. As a direct and proximate result of the defective condition of these products, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

THIRD CAUSE OF ACTION
(BREACH OF EXPRESS WARRANTY)

24. Plaintiffs re-allege and incorporate each and every Paragraph set forth above, as though fully set forth herein.

25. Defendants expressly warranted the asbestos products and/or asbestos-containing products they manufactured, sold, or supplied, and to which Plaintiff was exposed, were reasonably fit for their intended uses without endangering human life and safety.

26. Defendants breached these express warranties, in that their asbestos products and asbestos-containing products were defective and dangerous to reasonably foreseeable users like Plaintiff who was exposed to these products.

27. Plaintiffs did rely upon the express warranties and representations of Defendants regarding the fitness and safety of their products, and as a result, used, handled, and were otherwise exposed to these products.

28. As a direct and proximate result of the Defendants' breach of their express warranties, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

FOURTH CAUSE OF ACTION
(BREACH OF IMPLIED WARRANTY)

29. Plaintiffs re-allege and incorporate each and every Paragraph set forth above, as though fully set forth here.

30. Defendants impliedly warranted that the asbestos products and asbestos-containing products they sold or supplied, and to which Plaintiff was exposed, were of merchantable quality, reasonably safe, and reasonably fit for use in a work place environment for the particular purposes for which they were sold or supplied, without endangering human life and safety.

31. Defendants breached these implied warranties of merchantability, safety, and fitness for a particular purpose because Defendants' asbestos products and/or asbestos-containing products were defective and dangerous to reasonably foreseeable users and consumers like Plaintiff.

32. Plaintiff did rely upon Defendants' implied warranties and representations regarding their asbestos products and/or asbestos-containing products, and as a result used, handled, and were otherwise exposed to these products.

33. As a direct and proximate result of Defendants' breach of implied warranties, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

FIFTH CAUSE OF ACTION
(STATUTORY PRODUCTS LIABILITY)

34. Plaintiffs re-allege and incorporate each and every Paragraph set forth above, as though fully set forth here.

35. Plaintiffs bring this claim for relief against Defendants for product liability under Ohio Revised Code § 2307.71, et seq. At all times relevant and pertinent hereto Defendants were “manufacturers” and/or “suppliers” of asbestos and asbestos as those terms are defined under Ohio Revised Code §2307.71.

36. “The Products” as manufactured and/or supplied by the aforementioned Defendants were defective in manufacture and construction as described in Ohio Revised Code §2307.73; were defective in design or formulation as described in Ohio Revised Code §2307.75; were defective due to inadequate warnings and instructions as described in Ohio Revised Code §2307.76; and were defective because they did not conform to representations made by their manufacturers and suppliers as described in Ohio Revised Code §2307.77.

37. Each of the defective conditions of “the Products” as described above, pursuant to Ohio Revised Code §2307.73, were a proximate cause of the harm for which Plaintiffs seek to recover compensatory damages as previously set forth. Furthermore, each of the aforementioned Defendants who acted as suppliers are liable in that capacity and as if they were the manufacturers in accordance with Ohio Revised Code §2307.78.

38. As a direct and proximate result of Defendants’ defective products, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

SIXTH CAUSE OF ACTION
(PUNITIVE DAMAGES)

39. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth here.

40. Plaintiffs are informed and believe that Defendants and their predecessors in interest researched, tested, manufactured, labeled, marketed, used, distributed, and sold their asbestos and asbestos-containing products with conscious disregard for the safety of Plaintiffs and other users of said products, in that said Defendants had specific prior knowledge that there was a high risk of injury or death resulting from exposure to their products or products on their premises, including but not limited to lung cancer, mesothelioma, other forms of cancer, and asbestosis. Said knowledge was obtained, in part, from scientific studies and medical data to which Defendants had access, as well as scientific studies performed by, at the request of, or with the assistance of Defendants, and which knowledge was obtained by Defendants during the time they manufactured, distributed, used, or sold their products.

41. During the time Defendants manufactured, distributed, used, or sold their products, Defendants were aware that Plaintiff's decedent and other members of the general public who would use or be exposed to their products had no knowledge or information that the products could cause injury. Further, Defendants knew that Plaintiff and the general public who used or were exposed to these products would, and in fact did assume their exposure to the products was safe, when in fact it was extremely hazardous to human life.

42. Despite this knowledge, Defendants opted to manufacture, distribute, use, and sell asbestos and asbestos-containing products without protecting and/or warning and/or instructing Plaintiff's decedent and other users of the high risk of injury and death that resulted from exposure to these asbestos and asbestos-containing products. Rather than protecting and/or warning and/or instructing Plaintiff's decedent and other users of these dangers, Defendants actively concealed their knowledge from Plaintiff, Plaintiff's employers, and members of the general public. By their acts and/or omissions, Defendants implied their asbestos and asbestos-containing products were safe for all reasonably foreseeable use. Defendants' implications were particularly egregious because they were aware the implied representations were false. Defendants' conduct exemplifies their conscious disregard of the rights and safety of Plaintiff and the general public as a whole that has a great probability of causing substantial harm.

43. Defendants were motivated by their financial interests in the uninterrupted distribution, use, and marketing of their asbestos and asbestos-containing products. In furtherance of this financial motivation, Defendants consciously disregarded the safety of Plaintiff and other users of their asbestos and asbestos-containing products, and were willing to permit their asbestos and asbestos-containing products to cause injury to Plaintiff, and other frequenters, users, and bystanders.

44. Defendants' conduct constitutes actual malice with a state of mind that is characterized by hatred, ill will or a spirit of revenge. Defendants also demonstrated a conscious disregard for the rights and safety of Plaintiff and other users of their asbestos and asbestos-containing products that has a great probability of causing substantial harm. Therefore, Plaintiffs seek punitive damages to punish and deter Defendants and others from the future commission of like offenses and wrongs.

45. As a direct and proximate result of Defendants' conduct, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

SEVENTH CAUSE OF ACTION
(CONSPIRACY)

46. Plaintiffs re-allege and incorporate each and every paragraph set forth above, as though fully set forth here.

47. At all relevant times, the Defendants, having the duty imposed by law, or having assumed the duty, to exercise reasonable care for the safety of the Plaintiff and similarly situated persons, acted in concert and conspired in pursuance of a common plan or design to commit the tortious acts alleged herein against Plaintiff.

48. Defendants combined with each other, and with non-defendants, to engage in unlawful and / or tortious conduct. In furtherance of the conspiracy, the Defendants, with knowledge of dangers of exposure to asbestos and asbestos-containing products and with deliberate intent to conceal or misrepresent these dangers known to defendants, committed the following overt and tortious acts:

- a. fraudulently concealed, misrepresented, and suppressed material scientific and medical information about the toxic and deadly effects of asbestos;
- b. deliberately failed to adequately warn persons in proximity of asbestos of the known health hazards associated with exposure to asbestos and asbestos-containing products;
- c. deliberately breached their duty to instruct about proper ventilation, safety equipment, and/or any other precautionary measures which may have protected against the health hazards of asbestos;
- d. deliberately breached their duty to investigate the health hazards of exposure to asbestos and asbestos-containing products;

e. sold asbestos products in a defective condition without necessary warnings of the catastrophic health hazards or instructions concerning precautionary measures; and

f. avoided the results of the scrutiny of governmental and safety organizations that would have occurred had Defendants not concealed the true nature and extent of the dangers of their asbestos-containing products.

49. The Defendants knowingly agreed to participate in the conspiracy by one or more of the following means:

a. actively taking part;

b. furthering it by cooperation; and/or

c. ratifying and adopting acts of other conspirators done for their benefit.

50. The Defendants participated in furthering the unlawful purposes of the conspiracy by delegating responsibilities to and carrying these out through the trade association committees.

51. Upon information and belief, the Defendants committed numerous other overt and tortious acts that are unknown to Plaintiffs at this time, in furtherance of the conspiracy through letters, memoranda, publications, meetings, telephone conversations, and other forms of communication directly between the Defendants and through the trade organization committees.

52. Plaintiff reasonably relied on Defendants' misrepresentations and failures to warn alleged above; but for Defendants' misrepresentation and failure to warn, Plaintiff would not have been exposed to asbestos-containing products. As a direct and proximate result of the Defendants' conspiratorial acts, the Plaintiff was exposed to asbestos and asbestos-containing products, and developed an asbestos-related disease.

EIGHTH CAUSE OF ACTION
(LOSS OF CONSORTIUM)

53. Plaintiffs reallege and incorporate each and every Paragraph set forth above, as though fully set forth here.

54. Plaintiff Linda Stringer has suffered a loss of consortium and has been deprived of the society, companionship, comfort, love, solace, and assistance of Dennis Stringer who was exposed to the asbestos or asbestos containing products as described above, and further that said loss is the direct and proximate result of the acts and/or omissions of the Defendants as described above.

55. As a direct and proximate result of Defendants' conduct, Plaintiff has been permanently and fatally injured and Plaintiffs have incurred damages.

WHEREFORE, plaintiff demands judgment against the defendants jointly and severally in excess of Twenty-Five Thousand Dollars (\$25,000.00) and an amount for punitive damages, costs, expenses, and attorneys' fees in this action.

A trial by jury is hereby demanded to determine all issues.

Respectfully submitted,

KELLEY & FERRARO, LLP

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