

IN RE: BALTIMORE CITY

IN THE CIRCUIT COURT FOR
BALTIMORE CITY

* * * * *

NAYMAN LAWSON, *et al.*
Plaintiffs,

* Consolidation No.: 24X08000279

v.

* January 12, 2010 Trial Group

A C and S, INC., *et al.*
Defendants

* Mesothelioma Trial Cluster

* * *

CASE AFFECTED:

* CASE NO. 24X08000102

LEROY CONWAY, JR..

*

* * * * *

LEROY J. CONWAY, JR. and
YOLANDA J. CONWAY,

* CT-5 Shipyard Cases

*

Plaintiffs,

*

vs.

* COMPLAINT
AND DEMAND FOR JURY TRIAL

**AMERICAN TRADING AND PRODUCTION
CORPORATION**

*

Ten East Baltimore Street, Suite 1600
Baltimore, MD 21202

*

SERVE: Resident Agent:
Jeffrey P. McCormack
Suite 1600, Ten East Baltimore St.
Baltimore, MD 21202

*

*

**ATTRANSCO, INC. f/k/a AMERICAN
TRADING AND TRANSPORTATION
COMPANY, INC.**

*

*

C/O SVS Management Services, LLC
21st Floor

1 North Charles Street *
Baltimore, MD 21210
SERVE: Resident Agent: *
Sanford V. Schmidt *
1 North Charles Street, 21st Floor *
Baltimore, MD 21

CBS CORPORATION f/k/a VIACOM, INC. *
successor by merger with CBS CORPORATION *
f/k/a WESTINGHOUSE ELECTRIC *
CORPORATION *
51 West 52nd Street *
35th Floor *
New York, NY 10019 *
SERVE: State Department of Assessments *
& Taxation *
CBS Corporation *
51 West 52nd Street *
35th Floor *
New York, NY 10019 *

CASE NO. 24X08000102

CRANE CO. *
100 First Stamford Place *
Stamford, CT 06902 *
SERVE: State Department of Assessments *
& Taxation *
Crane Co. *
100 First Stamford Place *
Stamford, CT 06902 *

FOSTER WHEELER ENERGY *
CORPORATION *
Perryville Corporate Park *
Clinton, NJ 08809 *
SERVE: Resident Agent: *
The Corporation Trust Incorporated *
300 E. Lombard St. *
Baltimore, MD 21202 *

GARLOCK, INC. *
1666 Division Street *
Palmyra, NY 14522 *
SERVE: State Department of Assessments *
& Taxation *

Garlock, Inc. *
1666 Division Street *
Palmyra, NY 14522 *

GARLOCK SEALING TECHNOLOGIES, LLC*
(sued individually and as successor-in-interest to
GARLOCK, INC.) *
1666 Division Street *
Palmyra, NY 14522 *
SERVE: State Department of Assessments *
& Taxation *
Garlock Sealing Technologies *
1666 Division Street *
Palmyra, NY 14522 *

HAMPSHIRE INDUSTRIES, INC. *
330 W. 24th Street *
Baltimore, MD 21211 *
SERVE: Resident Agent: *
Charles E. Fry, Jr. *
330 West 24th Street *
Baltimore, MD 21211 *

IMO INDUSTRIES, INC. *
(sued individually and as successor-in-interest
to DeLAVAL STEAM TURBINE COMPANY) *
997 Lenox Drive, Suite 111 *
Lawrence, NJ 08648 *
SERVE: Resident Agent: *
CSC Lawyers Incorporating *
Service Company *
7 St. Paul Street, Suite 1660 *
Baltimore, MD 21202 *

LLOYD E. MITCHELL, INCORPORATED *
Commercentre East *
1777 Reisterstown Road, Suite 40 *
Baltimore, MD 21208 *
SERVE: Resident Agent *
John J. Nagle, III *

21 W. Susquehanna Avenue *
Towson, MD 21204

MCIC, INC. *

Hecht and Chapper *
210 N. Charles St. *
1317 Fidelity Bldg. *
Baltimore, MD 21201

SERVE: Resident Agent: *
Robert I. McCormick *
11424 Cronhill Drive *
Owings Mills, MD 21117 *

TYCO INTERNATIONAL, (U.S.) INC. *
(as successor in interest to YARWAY *
CORPORATION)

9 Roszel Road, *
Princeton, NJ 08540

SERVE: State Department of Assessments *
& Taxation *
9 Roszel Road *
Princeton, NJ 08540 *

TYCO VALVES AND CONTROLS, INC. *
(as successor in interest to YARWAY *
CORPORATION)

9 Roszel Road *
Princeton, NJ 08540

SERVE: State Department of Assessments *
& Taxation *
9 Roszel Road *
Princeton, NJ 08540 *

YARWAY CORPORATION *
9700 West Gulf Bank Road *
Houston, TX 77040

SERVE: State Department of Assessments *
& Taxation *
Yarway Corporation *
9700 West Gulf Bank Road *
Houston, TX 77040, *

Defendants. *

* * * * *

FIRST AMENDED COMPLAINT AND PRAYER FOR JURY TRIAL

Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway (hereinafter collectively referred to as “Plaintiffs”), by their undersigned attorneys, sue the above-named Defendants and, in support thereof, allege as follows:

1. At all times relevant hereto, each of the above-named Defendants were contractors, miners, manufacturers, processors, importers, converters, compounders, merchants, installers, removers, sellers, distributors, marketers and/or suppliers of asbestos, asbestos insulation materials and/or asbestos-containing products (hereinafter referred to as “asbestos products”). In addition, each of the above-named Defendants, acting by and through their servants, agents and employees, caused such asbestos products to be sold and placed in the stream of commerce.

COUNT I – STRICT LIABILITY

2. Plaintiffs sue each of the Defendants, and state as follows:

3. The father of Plaintiff, Leroy Conway, Jr. (hereinafter referred to as “Plaintiff”), served as a merchant marine from 1963 through 1977. His responsibilities as a merchant marine included, but were not limited to, serving as a wiper, a crew mess man, a pump man, a fireman and an engineman, all of which required him to work on and around asbestos products. During such time that Plaintiff’s father served as a merchant marine, Plaintiff, from 1964 through 1977, resided in the same household as his father and was exposed to asbestos through household exposure.

Specifically, Plaintiffs would show that during the above-identified years, his father, Leroy Conway, Sr., worked with and was exposed to asbestos-containing products and machinery requiring or calling for the use of asbestos or asbestos-containing products or

products which caused the release of respirable asbestos fibers. Accordingly, Plaintiffs would also show that Plaintiff's father was directly exposed, on numerous occasions, to asbestos-containing products and machinery requiring or calling for the use of asbestos or asbestos-containing products or products which caused the release of respirable asbestos fibers produced, used, supplied and/or sold by Defendants. As a result of the release of respirable asbestos fibers, Plaintiff's father's clothing, which he routinely brought home for washing, his body and general surroundings were contaminated with great quantities of asbestos fibers. Plaintiff breathed these asbestos fibers as a result of direct and indirect contact with his father's clothes, body and general surroundings. Further, Plaintiffs allege, as more specifically set out below, that Plaintiff has suffered injuries proximately caused by his exposure to asbestos-containing products or products which caused the release of respirable asbestos fibers designed, manufactured, sold and used by Defendants.

4. Defendants' asbestos products were defective in design in that they contained harmful, deleterious, carcinogenic and inherently dangerous asbestos dust and fibers which unreasonably endangered the life and health of persons working with or around the asbestos products.

5. Prior to the date that Plaintiff was exposed to the Defendants' asbestos products, each of the Defendants possessed medical and scientific data from which those Defendants knew that their asbestos products were hazardous to the life, health and safety of persons who were exposed to the asbestos products.

6. Despite their knowledge, the Defendants, prompted by pecuniary motives, individually and collectively failed and refused to warn users of their products and those who worked in close proximity thereto of the life and health-threatening dangers of exposure to

asbestos fibers and dust, thereby also making their products defective and unreasonably dangerous. Moreover, the Defendants, in wanton and reckless disregard for human life and health, deliberately, intentionally and purposely withheld and concealed such information from users of their products. The Defendants also failed and refused to take other reasonable actions which would have lessened the dangerous and potentially lethal characteristics of their asbestos products to those that worked on and/or around asbestos-containing products or whom were exposed to respirable asbestos fibers by virtue of a household member's work with and around asbestos-containing products.

7. The Defendants' asbestos products were also defective and unreasonably dangerous in that they failed to perform as safely as an ordinary consumer would expect.

8. As a direct and proximate result of Plaintiff's exposure to the Defendants' asbestos products and/or respirable asbestos dust generated by Defendants' asbestos and asbestos-containing products, Plaintiff developed mesothelioma. As a result of his illness, Plaintiff has suffered great physical pain, emotional anxiety and mental distress and incurred substantial expenses for medical and hospital care and will continue to do so in the future.

9. Plaintiffs further incorporate by reference all relevant allegations in the Strict Liability Count of the Master CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and every one of the Defendants sued in this Count in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT II – BREACH OF WARRANTY

10. Plaintiffs sue each of the Defendants and states as follows:

11. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if full set forth herein.

12. Each of the Defendants impliedly warranted that its asbestos products were of good and merchantable quality and fit and suitable for the particular use for which the products were intended. Each of the Defendants breached its implied warranty in that the Defendants products contained harmful, deleterious, carcinogenic, and inherently dangerous asbestos dust and fibers.

13. Plaintiff was exposed to the asbestos dust and fibers from the Defendants' asbestos products while he resided in the same household as his father who worked with and around those asbestos products. As a direct and proximate result of the exposure to the Defendants' asbestos dust and fibers and/or the Defendants' products' asbestos dust and fibers, Plaintiff developed mesothelioma and suffered the injuries described above.

14. Plaintiffs further incorporate by reference all relevant allegations in the Breach of Warranty Count of the Master CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and every one of the Defendants sued in this Count in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT III – NEGLIGENCE AGAINST NAVAL EQUIPMENT DEFENDANTS

15. Plaintiffs sue each of the Defendants and state as follows:

16. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

Defendants, **CBS CORPORATION, CRANE CO., FOSTER WHEELER ENERGY CORPORATION, IMO INDUSTRIES, INC., TYCO INTERNATIONAL, (U.S.) INC., TYCO VALVES AND CONTROLS, INC. and YARWAY CORPORATION** (hereinafter referred to within this Court collectively as the “Naval Equipment Defendants”) knew, or in the exercise of reasonable care, should have known that persons employed in the manner that Plaintiff’s father was employed would come into contact with and be exposed to their asbestos products. The Naval Equipment Defendants are sued only for their failure to warn of the hazards of asbestos exposure, and are not being sued on any other theory except as otherwise set forth in Counts I, II, V, VI and X. This failure to warn renders the Naval Equipment Defendants liable in both negligence, and in strict products liability for a marketing defect. Any and all theories alleged against any and all defendants other than the above-named Naval Equipment Defendants are expressly not alleged against the Naval Equipment Defendants.

17. In addition, the Naval Equipment Defendants knew or, in the exercise of ordinary care should have known, that those that resided in the same household as individuals such as Plaintiff’s father, who worked with and around the Naval Equipment Defendants’ asbestos and/or asbestos-containing products, would be exposed through household exposure to the respirable asbestos dust and fibers generated by the work performed on or around the Naval Equipment Defendants’ products. Further, the Naval Equipment Defendants knew or, in the exercise of ordinary care should have know, that such contact and/or exposure would be health and life-threatening.

18. Each of the Naval Equipment Defendants negligently, recklessly and with gross indifference for the rights of persons in the position of Plaintiff omitted and failed, among other things:

- (a) to advise Plaintiff and/or Plaintiff's father of the dangerous characteristics of their asbestos products;
- (b) to provide Plaintiff and/or Plaintiff's father with information regarding safeguards which they could have employed to protect themselves from the dangers of exposure to asbestos products;
- (c) to provide warnings, or, alternatively, adequate warnings, regarding the dangers of exposure to asbestos fibers and dust;
- (d) to package their asbestos products in a manner which would have lessened or eliminated the inhalation of asbestos fibers during the installation and removal thereof;
- (e) to publish, adopt and communicate information regarding safe methods of handling, installing and removing asbestos products; and
- (f) to develop and distribute asbestos-free insulation products.

19. As a direct and proximate result of the negligence, recklessness and gross indifference of the Naval Equipment Defendants, Plaintiff developed mesothelioma and/or asbestos-related lung disease, suffered the injuries described above.

20. Plaintiffs disclaim any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave. Plaintiffs also disclaim any cause of action or recovery for any injuries resulting from any exposure to asbestos dust caused by any acts or omissions of a Naval Equipment Defendant committed at the direction of an officer of the United States Government.

21. Plaintiffs further incorporate by reference all relevant allegations in the Negligence Counts of the Master CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and every one of the Defendants sued in this Court in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT IV – NEGLIGENCE AGAINST MANUFACTURING DEFENDANTS

22. Plaintiffs sue each of the Defendants and state as follows:

23. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

24. Defendants, **GARLOCK, INC.** and **GARLOCK SEALING TECHNOLOGIES, LLP** knew, or in the exercise of reasonable care, should have known that persons employed in the manner that Plaintiff's father was employed would come into contact with and be exposed to their asbestos products. In addition, the Defendants knew or, in the exercise of ordinary care should have known, that those that resided in the same household as individuals such as Plaintiff's father, who worked with and around Defendants' asbestos and/or asbestos-containing products, would be exposed through household exposure to the respirable asbestos dust and fibers generated by the work performed on or around Defendants' products. Further, the Defendants knew or, in the exercise of ordinary care should have know, that such contact and/or exposure would be health and life-threatening.

25. Each of the Defendants negligently, recklessly and with gross indifference for the rights of persons in the position of Plaintiff omitted and failed, among other things:

- (g) to advise Plaintiff and/or Plaintiff's father of the dangerous characteristics of their asbestos products;

- (h) to provide Plaintiff and/or Plaintiff's father with information regarding safeguards which they could have employed to protect themselves from the dangers of exposure to asbestos products;
- (i) to provide warnings, or, alternatively, adequate warnings, regarding the dangers of exposure to asbestos fibers and dust;
- (j) to package their asbestos products in a manner which would have lessened or eliminated the inhalation of asbestos fibers during the installation and removal thereof;
- (k) to publish, adopt and communicate information regarding safe methods of handling, installing and removing asbestos products; and
- (l) to develop and distribute asbestos-free insulation products.

26. As a direct and proximate result of the negligence, recklessness and gross indifference of the Defendants, Plaintiff developed mesothelioma and/or asbestos-related lung disease, suffered the injuries described above.

27. Plaintiffs disclaim any cause of action or recovery for any injuries caused by any exposure to asbestos dust that occurred in a federal enclave. Plaintiffs also disclaim any cause of action or recovery for any injuries resulting from any exposure to asbestos dust caused by any acts or omissions of a Defendant committed at the direction of an officer of the United States Government.

28. Plaintiffs further incorporate by reference all relevant allegations in the Negligence Counts of the Master CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and every one of the Defendants sued in this Count in the amount of Fifty

Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT V – AIDING AND ABETTING AND CONSPIRACY

29. Plaintiffs sue each of the Defendants and state as follows:

30. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

31. The Defendants, each and all of them, by various means encouraged, aided, assisted and abetted the manufacturers, sellers, distributors, suppliers (hereafter “the direct perpetrators”) whose asbestos products were substantial contributing factors to the development of Plaintiff’s mesothelioma and/or other asbestos related injuries, diseases, and conditions.

32. Each and all of the Defendants, encouraged, aided, assisted and abetted the direct perpetrators of the injuries in the following and other ways: in the concealment, alteration, manipulation and suppression of knowledge and information about the dangers and health hazards of asbestos; in the publication of misleading, fraudulent and incorrect statements about the lack of any connection between asbestos exposure and various diseases; in the publication, use and dissemination of fake, misleading, fraudulent and incorrect statements about asbestos containing products being “non-toxic,” safe, not dangerous, not hazardous, contributing to the well-being of workers; in the decisions made by various direct perpetrators of the injuries to Plaintiff, not to test, study, research or investigate the dangers and health hazards of their asbestos containing products; in deciding not to publicize, disclose, make public or otherwise warn about the dangers and health hazards of asbestos containing products; in efforts to prevent the United States government and its employees, agencies, departments and organizations from

taking steps to do research and publish on the dangers of asbestos and to restrict, ban reduce, eliminate or regulate the use of asbestos containing products.

33. Each and all of the Defendants having aided, assisted, encouraged and abetted the direct perpetrators, as set forth in the immediately preceding paragraph, are liable under Maryland law as if they themselves were the principal or direct perpetrators of the harm and the injuries complained of.

34. Plaintiffs further incorporate by reference all relevant allegations in the Aiding and Abetting and/or Conspiracy Counts of the Master CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and every one of the Defendants sued in this Count in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT VI – LOSS OF CONSORTIUM

35. Plaintiff, Yolanda J. Conway, sues each of the Defendants and states as follows:

36. Plaintiff, Yolanda J. Conway, adopts and incorporates by reference all relevant allegations contained in the preceding paragraph of this Complaint as if fully set forth herein.

37. Plaintiff, Yolanda J. Conway, was married to Leroy J. Conway, Jr. at the time he began to suffer from mesothelioma. As a result of Plaintiff's developing mesothelioma, Leroy J. Conway, Jr. and Yolanda J. Conway have suffered a loss of consortium. The loss of consortium was as a direct and proximate result of the aforementioned conduct of the Defendants.

38. Plaintiffs further incorporate by reference all relevant allegations in the Loss of Consortium Count of the CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and very one of the Defendants sued in this Court in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT VII – NEGLIGENCE AGAINST CONTRACTORS

39. Plaintiffs sue each of the Defendants and states as follows:

40. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

41. The injuries of Plaintiff are a direct and proximate result of the negligence of each Defendant or its predecessor-in-interest in that said entities produced, designed, sold or otherwise put into the stream of commerce asbestos, asbestos-containing products or machinery requiring or calling for the use of asbestos or asbestos-containing products, which the Defendants knew, or in the exercise of ordinary care, should have known were deleterious and highly harmful to Plaintiff's. Defendants, **HAMPSHIRE INDUSTRIES, INC., LLOYD E. MITCHELL, INCORPORATED, and MCIC, INC.** created hazardous and deadly conditions to which Plaintiff was exposed and which caused Plaintiff to be exposed to a large amount of asbestos fibers. The Defendants were negligent in one, some or all of the following respects, among others, the same being the proximate cause of Plaintiff's injuries:

- (a) in failing to timely and adequately warn Plaintiff and Plaintiff's father of the dangerous characteristics and serious health hazards associated with exposure to asbestos, asbestos-containing products or machinery requiring or calling for the use of asbestos and asbestos-containing products;

- (b) in failing to provide Plaintiff's father with information 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 Plaintiff and Plaintiff's father from being harmed and disabled by exposure to the respirable asbestos dust and fibers generated by asbestos-containing products, or machinery requiring or calling for the use of asbestos or asbestos-containing products;
- (c) in failing to place timely and adequate warnings on the containers of said asbestos, or asbestos-containing products, or on the asbestos-containing products themselves, and machinery requiring or calling for the use of asbestos or asbestos-containing products to warn of the dangers to health of coming into contact with said asbestos-containing products and machinery;
- (d) in failing to take reasonable precautions or exercise reasonable care to publish, adopt and enforce a safety plan or safe method of handling and installing asbestos and asbestos-containing products, or utilizing the machinery requiring or calling for the use of asbestos or asbestos-containing products in a safe manner;
- (e) in failing to develop and utilize a substitute material or design to eliminate asbestos fibers in the asbestos-containing products, and the machinery requiring or calling for the use of asbestos or asbestos-containing products;
- (f) in failing to properly design and manufacture asbestos, asbestos-containing products, and machinery requiring or calling for the use of asbestos or asbestos-containing products for safe use under conditions of use that were reasonably anticipated;

- (g) in failing to properly test said asbestos-containing products and machinery before they were released for consumer use; and
- (h) in failing to recall or remove from the stream of commerce said asbestos-containing products or machinery or machinery requiring or calling for the use of asbestos or asbestos-containing products despite knowledge of the unsafe and dangerous nature of such products or machinery.

42. Plaintiffs further incorporate by reference all relevant allegations in the Negligence Against Contractors Count of the CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, request judgment against each and very one of the Defendants sued in this Count in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT VIII – NEGLIGENCE AGAINST SUPPLIER DEFENDANTS

43. Plaintiffs sue each of the Defendants and states as follows:

44. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

45. For all pertinent times, **HAMPSHIRE INDUSTRIES, INC.** and **MCIC, INC.** (hereinafter referred to as the “Supplier Defendants”), individually, sold, distributed, and supplied asbestos and asbestos-containing products, which Plaintiff came in contact with, and asbestos which Plaintiff inhaled, causing his injuries and illnesses.

46. Supplier Defendants are either: (i) manufacturers, miners, shippers and suppliers of asbestos fibers to various locations owned and/or operated by asbestos product manufacturers that are liable to Plaintiff for failure to warn of the health hazards of exposure to asbestos and

failure to design and package their product of raw asbestos so as to adequately protect and warn users of the dangers of exposure to asbestos, or (ii) liable to Plaintiff as professional vendors of asbestos-containing products, and as such, because of the Defendants' size, volume of business and merchandising practices, knew or should have known of the defects of the asbestos products they sold, and are strictly liable and negligent for failing to warn the users of potential health hazards from the use of said products.

47. Further, Supplier Defendants made misrepresentations regarding the safety of asbestos to the asbestos-product manufacturers, thereby fraudulently inducing other sophisticated users to use Supplier Defendants' asbestos instead of other types. As such, Supplier Defendants are liable to the Plaintiff suffering from diseases caused by exposure to the Supplier Defendants' asbestos because Supplier Defendants' fraudulent misrepresentations were detrimentally relied upon (i) by asbestos-product manufacturers incorporating Supplier Defendants' raw asbestos into their finished product and (ii) by the Plaintiff and/or Plaintiff's father, both of whom were exposed to the asbestos-containing products.

48. Finally, Supplier Defendants are liable to Plaintiff because they knew or should have known that the asbestos products, which they sold and supplied, were unreasonably dangerous in normal use, and their failure to communicate this information constitutes negligence. This negligence was the cause of Plaintiff's injuries, including, but not limited to, mesothelioma and other ill health effects.

49. Plaintiffs further incorporate by reference all relevant allegations in the Negligence in Suppliers Count of the CT-5 Shipyard Complaint, as amended.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, requests judgment against each and very one of the Defendants sued in this Count in the amount of Fifty

Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT IX - ALLEGATIONS OF HOUSEHOLD EXPOSURE
AGAINST SHIP OWNER/OPERATOR

50. Plaintiffs sue each of the Defendants and states as follows:

51. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

52. During his merchant marine service, Plaintiff's father, Leroy Conway, Sr., worked and served aboard the SS Baltimore Trader, which was owned and operated by ATTRANSCO, INC., f/k/a AMERICAN TRADING TRANSPORTATION COMPANY, INC. (hereinafter referred to as "American Trading") and the American Trading and Production Corporation (hereinafter referred to as "American Production"). During his service on the SS Baltimore Trader, Plaintiff's father was exposed to asbestos products and dust from asbestos products while working as an engineman/marine oiler from 1974 through 1977.

53. His responsibilities as an engineman/marine oiler included, but were not limited, working on and/or around asbestos-containing equipment and insulation located in both the fire room(s) and boiler room(s). Such equipment included, but was not limited to, boilers, valves, pumps, soot blowers evaporators and forced draft blowers. As such, Plaintiff's father was exposed to asbestos-containing products and machinery requiring or calling for the use of asbestos or asbestos-containing products or products which caused the release of respirable asbestos fibers.

54. In being so exposed, and as a result of the release of respirable asbestos dust and fibers, Plaintiff's father's clothing, which he routinely brought home for washing, as well as his body and general surroundings were contaminated with great quantities of asbestos fibers.

Plaintiff breathed these asbestos fibers as a result of direct and indirect contact with his father's asbestos-laden clothes, tools, car and general surroundings. Further, Plaintiffs allege, as more specifically set out below, that Plaintiff has suffered injuries which were directly and proximately caused by exposure to asbestos-containing products or products which caused the release of respirable asbestos fibers designed, manufactured, sold and used by Defendants.

55. While present at premises owned by American Trading and American Production Plaintiff's father was continuously exposed to asbestos-containing products and asbestos dust without the provision of appropriate safeguards by American Trading and American Production, who had the responsibility for such.

56. Plaintiffs would further show that Plaintiff's injuries and diseases were the result of intentional acts and omissions and negligence and gross negligence in the use of asbestos at aboard the SS Baltimore Trader which was owned and operated by American Trading and American Production. American Trading and American Production failed to properly remove and abate said asbestos on the SS Baltimore Trader during the time Plaintiff's father worked and served aboard that ship.

57. Plaintiffs would also show that American Trading and American Production was negligent, grossly negligent and committed certain intentional acts, all of which were the proximate cause of the disease and injuries resulting in mesothelioma from exposure to asbestos.

58. In particular, Plaintiffs would show that American Trading and American Production demonstrated such an entire want of care as to establish that their acts and omissions were the result of actual conscious indifference to the rights, safety, and welfare of the Plaintiff, and that such intentional acts and omissions directly and proximately caused Plaintiff's disease and injuries.

59. Specific intentional acts and acts constituting negligence and gross negligence committed by American Trading and American Production that directly and proximately caused Plaintiff's injuries and disease include failure to:

- (a) provide safe equipment for Plaintiff's father to use;
- (b) provide adequate safety measures and protection against deadly and life-threatening asbestos dust, all despite American Trading's and American Production's knowledge of the extreme risk of harm inherent to asbestos exposure;
- (c) adequately warn Plaintiff's father of the inherent dangers of asbestos contamination;
- (d) maintain the ambient and environmental conditions of the premises in proper and safe condition;
- (e) follow and adhere to various states and U.S. Government statutes, regulations and guidelines pertaining to asbestos and the exposure to asbestos of individuals. Such failure constituted negligence *per se* at a minimum. Plaintiffs are not making claims for damages under federal law.
- (f) operate their ships, including but not limited to the SS Baltimore Trader, in a safe and reasonable manner;
- (g) provide instructions or a method for the safe use of toxic substances, including asbestos;
- (h) test asbestos-containing products prior to requiring employees such as Plaintiff's father, Leroy Conway, Sr., to be exposed to same, to determine

their ultra-hazardous nature;

- (i). Periodically inspect their ships and their appurtenances in order to ascertain any contamination by asbestos fibers;
- (j). to take reasonable precautions or exercise reasonable care to warn Leroy Conway Sr. and Plaintiff, Leroy Conway, Jr., adequately of the risks, dangers and harm to which Plaintiff would be exposed to asbestos from the ordinary and foreseeable uses of Defendants' asbestos products aboard the S.S. Baltimore Trader;
- (k). to provide information or reasonably safe and sufficient safeguards, wearing apparel, proper equipment and appliances necessary to protect Leroy Conway, Jr. from being injured, poisoned, disabled, killed or otherwise harmed by his father's working with, using, handling, coming into contact with, and being exposed to asbestos products, including but not limited to defendants' asbestos products, aboard the S.S. Baltimore.
- (l). failed to advise Leroy Conway, Jr. and his father, Leroy Conway, Sr., of the necessity to adopt and enforce a safe, sufficient and proper method and plan of working with, using, handling, coming into contact with and being exposed to asbestos products and Leroy Conway, Jr.'s contact with his father's asbestos-laden clothing that was a result of Leroy Conway, Sr.'s working with and around asbestos-containing products aboard the S.S. Baltimore Trader.

60. Plaintiffs would further show that American Trading and American Production intentionally, knowingly and due to negligence and gross negligence, failed to ensure that

individuals such as Plaintiff were protected from the inhalation of asbestos and asbestos fibers brought home . Such actions proximately caused Plaintiff's injuries and illness.

61. Additionally, specific actions or omissions on the part of American Trading and American Production that directly and proximately caused Plaintiff's injuries and illness were:

- (a) attempting to remove asbestos dust in Plaintiff's father's workplace without taking adequate precautions for the protection of workers in the vicinity or in the premises generally;
- (b) failing to provide proper protective gear for individuals exposed to asbestos;
- (c) failing to provide adequate ventilation to ensure that individuals in the vicinity were not exposed to asbestos;
- (d) failing to provide a proper and safe method for the use of asbestos and asbestos fibers;
- (e) failing to adhere to industry safe standards and other established measures to protect workers from harm;
- (f) failing to adequately warn Plaintiff and Plaintiff's father of the need to protect themselves and avoid exposure to asbestos dust transported home on Leroy Conway, Sr.'s person and clothing.

62. American Trading and American Production demonstrated such an entire want of care as to establish that its acts and omissions alleged above were the result of actual conscious indifference to the rights, safety, and welfare of Plaintiff.

63. American Trading and American Production are responsible to Plaintiffs on the basis of liability, including negligence and gross negligence, in failing to ensure that workers were adequately protected from exposures to extensive amounts of asbestos dust used at the

work place of Plaintiff's father, i.e. SS Baltimore Trader owned and operated by American Trading and American Production.

WHEREFORE, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, requests judgment against each and very one of the Defendants sued in this Count in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

COUNT X
JOINT AND SEVERAL LIABILITY OF DEFENDANTS

64. Plaintiffs sue each of the Defendants and states as follows:

65. Plaintiffs adopt and incorporate by reference all relevant allegations contained in the preceding paragraphs of this Complaint as if fully set forth herein.

66. As to each and every Defendant, Plaintiffs allege that Plaintiff, was exposed to dust from asbestos-containing products and machinery requiring or calling for the use of asbestos or asbestos-containing products or products which caused the release of respirable asbestos fibers at his father's occupation. In that each exposure to such products caused or contributed to Plaintiff's injuries, Plaintiffs say that the doctrine of joint and several liability should be extended to apply to each Defendant herein.

67. In the event that Plaintiffs are unable to identify each injurious exposure to dust from asbestos-containing products and machinery requiring or calling for the use of asbestos or asbestos-containing products or products which caused the release of respirable asbestos fibers, Plaintiffs would show the Court that the Defendants named herein represent or represented a substantial share of the relevant market of asbestos-containing products and machinery requiring or calling for the use of asbestos or asbestos-containing products or products which caused the release of respirable asbestos fibers at all times material to the cause of action. Consequently,

each Defendant should be held jointly and severally liable under the doctrines of enterprise liability, market-share liability, concert of action and alternative liability, among others.

WHEREFORE, Plaintiffs, Plaintiffs, Leroy J. Conway, Jr. and Yolanda J. Conway, requests judgment against each and very one of the Defendants sued in this Court in the amount of Fifty Million Dollars (\$50,000,000.00) compensatory damages and Fifty Million Dollars (\$50,000,000.00) in punitive damages.

/s/Demetrios T. Zacharopoulos

/s/George G. Tankard, III
WATERS & KRAUS, LLP
315 N. Charles Street
Baltimore, Maryland 21201
(410) 528-1153
(410) 528-1006 (facsimile)

ATTORNEYS FOR PLAINTIFFS

DEMAND FOR JURY TRIAL

Plaintiffs elect and pray to have this case tried by a jury.

/s/Demetrios T. Zacharopoulos

(i)