

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

	:
In re:	:
	: Chapter 11
ALDRICH PUMP LLC,	:
MURRAY BOILER LLC,	: Case No. 20-30608 (JCW)
	:
Debtors.	: (Jointly Administered)

**SHAUN AND LISA N. BEAUDOIN’S MOTION FOR RELIEF FROM THE
AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d)**

Section 362(d)(1) empowers this Court to modify the stay “for cause.” Fourth Circuit precedent prohibits debtors from filing in subject bad faith and benefitting from the automatic stay. Shaun and Lisa N. Beaudoin¹ urge this Court to rule on whether Aldrich and Murray filed their petitions in subjective bad faith and to permit the Beaudoins to pursue their state law claims against Murray Boiler in Massachusetts before a jury.² A decision on subjective bad faith is needed and immediately appealable.

¹ Movants are Plaintiffs Shaun and Lisa N. Beaudoin (who was not required to file a proof of claim because of when he was diagnosed). For ease of reference, “the Beaudoins” or “Movants” shall refer to Shaun and Lisa N. Beaudoin.

² MRHFM refers to the parties as this Court does in its Dismissal Order: Trane Technologies Company LLC (“New TTC”), Trane U.S. Inc. (“New Trane”), Aldrich Pump LLC (“Aldrich”), and Murray Boiler LLC (“Murray”). Aldrich and Murray are collectively “the Debtors.” See Order Denying Motions To Dismiss, December 28, 2023 (Dkt. 2047) (the “Dismissal Order”) at 1-3. The former Trane U.S., Inc., Murray’s predecessor, is referred to as “Old Trane.” Aldrich’s predecessor, the former Ingersoll-Rand Company, is referred to as “Old IRNJ.” The Debtors are indirect subsidiaries of publicly traded Trane Technologies plc (“Trane plc”). “Trane” or “Corporate Parents” refers collectively to New Trane, New TTC, and Trane plc. See also Findings of Fact included in the Order on Preliminary Injunction, Case No. 20-03041, Adv. Pro. Dkt. 308 (“Findings”) at ¶ 19. “Funding Agreements” refers to the various agreements between the Debtors and Trane, including between Aldrich and New TTC and Murray and New Trane whereby the non-debtor



I. INTRODUCTION

Trane and the Debtors were given the opportunity to address this Court's well-founded concerns about the enforceability of their Funding Agreements. *See* MRHFM Motion on Funding Agreements and Reply, Dkts. 2172 & 2218. Both refused. Instead, the non-distressed multi-billionaire tortfeasors find opposition to their Texas Two-Step scam "troubling," making backhanded, baseless, and improper threats against MRHFM, for the firm's alleged "pattern and practice" of defending its clients' Constitutional rights.³

As thousands of the Debtors' mesothelioma plaintiffs have suffered and died since 2020, Trane has given away over \$1.5 billion in dividends and enjoys annual excess cash flow of over \$1.8 billion. Dismissal Order at 14. All while Trane and its subsidiaries—who estimate their *total* asbestos liabilities to be less than \$240 million net insurance—cover behind a litigation stay. The victims are the sick people, *not* the corporation worth \$56 billion whose tort-reform bankruptcy is obviously failing.

entities agree to provide funding to the debtor entities. "In simplified terms, under certain conditions, the Debtors' affiliates promise to provide Aldrich and Murry with sufficient monies to pay allowed asbestos claims under Plan and the costs of these bankruptcy cases." Dismissal Order at 12-13.

³ "We do find it a little troubling. We see a pattern and practice developing with the Maune firm that's led them to be sanctioned already once in the *Bestwall* cases and some developing problems in that case, again. We hope that doesn't continue here. If it does, I suppose we'll have to address that down the road on another day, probably your Honor's successor." Ex. 2, Tr. 4/25/24 at 30:24-31:5. Moving for relief from stay is not sanctionable nor is asking this Court to use its equitable powers to require admissions about the Funding Agreements, which Trane knows full well, and which is why neither it nor the Debtor contacted MRHFM with such concerns before the hearing.

The Beaudoins have state law claims against Murray—who boasts it can pay all plaintiffs for all time in full—and they urge this Court not to put off for another day what can and must be decided *now*:

Is it a proper use of the Bankruptcy Code for a massively profitable and non-financially troubled company to manipulate its corporate structure on the eve of bankruptcy to isolate a single class of creditor, remove all the productive assets of its business from the reach of the bankruptcy court, and file for Chapter 11 in an admitted attempt to leverage the automatic stay into judicially compelled re-negotiations of state law liabilities, and for relief which that debtor is not entitled to under controlling law outside of bankruptcy?

If the answer is “no,” then the stay must be lifted for the Beaudoins and any other plaintiff who asks. *See In re Premier Automotive Servs., Inc.*, 492 F.3d 274, 281–82 (4th Cir. 2007) (bankruptcy courts’ “powerful equitable weapons” should not be wielded by “financially healthy companies with no need to reorganize”); *Carolin Corp. v. Miller*, 886 F.2d 693, 702 (4th Cir. 1989) (it is bad faith for a debtor to file for Chapter 11 “merely for the purpose of invoking the automatic stay...”).

“Every bankruptcy statute since 1898 has incorporated literally, or by judicial interpretation, a standard of good faith for the commencement, prosecution, and confirmation of bankruptcy proceedings.” *Little Creek*, 779 F.2d at 1072. “Like its predecessor statutes . . . the Bankruptcy Code of 1978 has been endowed with requirements of good faith in the construction of many of its provisions....[n]umerous cases have found a lack of good faith to constitute ‘cause’ for lifting the stay” *Id.* This

principle, that the debtor's bad faith supports lifting the stay, is widely accepted.⁴ The Debtors' bad faith abuse of the Bankruptcy Code and perversion of the automatic stay is grounds to grant this motion. *See Carolin*, 886 F.2d at 699.

This Court has recognized these Two-Step "bankruptcies" are not routine "in any form [or] fashion." Ex. 1, Tr. 2/9/2024 at 77:13-14. Here, the Beaudoins ask this Court to rule first on whether Murray filed in subjective bad faith (based all on the evidence *infra*), and second, whether this is grounds to lift the stay for their individual action to proceed, especially considering the specific facts of their case. *See Bestwall*, 71 F.4th at 183.

⁴ In addition to *Carolin*, many courts across the country have so held. *See In re Yukon Enterprises, Inc.*, 39 B.R. 919, 920–21 (Bankr. C.D. Cal. 1984) ("The issue of what is a 'bad faith filing' usually arises in the context of a motion to dismiss the petition, a request to lift the automatic stay for 'cause' ... or a combination of the two...[T]he lifting of the stay is often a more prudent course for creditors rather than seeking a dismissal of the case."); *In re Thirtieth Place, Inc.*, 30 B.R. 503, 505–06 (Bankr.App. 9th Cir.1983) (reversing a finding of good faith on a creditor's motion to lift stay and/or dismiss); *In re Talladega Steaks, Inc.*, 50 B.R. 42, 43–44 (Bankr.N.D.Ala.1985) ("Courts have found that, if a chapter 11 petition is not filed in good faith, grounds exist either to *vacate the automatic stay* or dismiss the petition) (emphasis added); *In re Kinney*, 51 B.R. 840, 845–46 (Bankr.C.D.Cal.1985) ("Among the remedies available to combat bad faith filings are dismissal of the action, and relief from the automatic stay"); *In re Victory Const. Co., Inc.*, 9 B.R. 549, 560 (C.D. Cal. 1981) (vacated on other grounds as moot by 37 B.R. 222 (Bankr. App. 9th 1984)) ("the debtor's lack of 'good faith' in filing a case under Chapter 11 is 'cause,' independent of the existence or lack of adequate protection, to vacate the automatic stay..."); *In re Setzer*, 47 B.R. 340, 344–45 (Bankr.E.D.N.Y.1985) ("Bad faith has frequently been held to provide sufficient cause to warrant [dismissal or lifting the stay]; *In re Scott*, 42 B.R. 35, 38–39 (Bankr.D.Ore.1984) ("filing of the bankruptcy petition in bad faith" can permit relief from the automatic stay); *Furness v. Lilienfield*, 35 B.R. 1006, 1010–13 (D.Md.1983) ("Courts have found that if a Chapter 11 petition is not filed in good faith, grounds exist either to vacate the automatic stay or dismiss the petition."); *In re Corp. Deja Vu*, 34 B.R. 845, 846–47, 850 (Bankr.D.Md.1983) (finding "the petition was filed in bad faith. This bad faith constitutes cause to allow the secured creditor relief from the stay."); *In re Lotus Inv., Inc.*, 16 B.R. 592, 595–96 (Bankr.S.D.Fla.1981) ("This Court agrees that lack of 'good faith' in filing a petition under Chapter 11 entitles a secured creditor to relief from the stay."); *In re Albany Partners, Ltd.*, 749 F.2d 670, 673–74 (11th Cir.1984) ("[W]e cannot say that the bankruptcy court abused its discretion by granting [retroactive relief from automatic stay, plus dismissal], particularly in light of the finding that the petition was not filed in good faith.").

Ruling on the question of subjective bad faith in the context of this lift stay motion cannot be avoided by determining that *Carolyn's* objective futility prong has not been satisfied. Objective futility is *not* a factor in lifting the stay. Stay relief is to be given “for cause” (11 U.S.C. § 362(d)(1)), and this Court is authorized “to determine whether, with respect to the interests of a creditor seeking relief, a debtor has sought the protection of the automatic stay in good faith.” *Carolyn*, 886 F.2d at 699.

Trane’s purpose in filing these bankruptcy cases is nothing more than a litigation tactic and is an abuse of the Bankruptcy Code as defined by the Fourth Circuit and as applied by it in *Carolyn* and *Premier Auto*. The Code’s purpose, its “statutory objective,” is “resuscitating a financially troubled [debtors],” which the Debtors are *not*. *Carolyn*, 886 F.2d at 701 (citing *In re Coastal Cable TV, Inc.*, 709 F.2d 762, 765 (1st Cir. 1983)). The Fourth Circuit has specifically and directly rejected the premise that companies that are not in financial distress can file for bankruptcy for the purpose of forcing judicial negotiations and seeking a result not permitted by controlling state law, all while protected by the automatic stay. See *Premier Auto*, 492 F.3d at 281–82. Imposing a stay on *all* claimants—even those who seek relief based on the specific facts of their claims, as the Fourth Circuit recommended in *Bestwall*—when the Debtors filed its petition in subjective bad faith does not further the purposes of the Code.

But despite this, Murray will oppose this motion. Murray will argue that if a single plaintiff is permitted to pursue the Debtor in the tort system, the ‘floodgates’ will be open

to more and more requests and granting those will be ‘akin to a dismissal.’ Murray will say the Beaudoins and their lawyers are ‘relitigating’ issues that have already been decided (they have not). Murray will do this because *its* purpose is to globally resolve every single current and future asbestos claim against it in bankruptcy court from a capped limited fund, despite being non-distressed, massively wealthy, and fully capable of paying all claims in full, and despite having performed a Texas Two-Step manipulation on the eve of its petition to isolate and discriminate against its asbestos victims.

While the Beaudoins are aware that Judge Beyer denied a similar motion for relief in Bestwall, relying upon *Carolin*, Judge Beyer’s decision was contrary to established law that bad faith stay relief motions are judged on a different standard than bad faith dismissal motions; otherwise, there would be no need for bad faith stay relief motions as all such cases would be dismissed outright. See *In re Dixie Broadcasting, Inc.*, 871 F. 2d 1023, 1024, 1027 (11th Cir. 1989) (affirming the bankruptcy court’s lifting the stay for specific creditors who moved for relief after the bad faith debtor filed its petition “despite [its] apparent good financial health...” and with an “intent to abuse the judicial process and reorganization provisions.”). In so holding, Judge Beyer again avoided the central question at issue here— are these proceedings a proper use of the Bankruptcy Code— are they filed in subjective good faith. This issue must be decided.

The Debtors’ subjective bad faith being sufficient to grant the Beaudoins this relief, the *Robbins* factors are satisfied: (1) all issues pending in their litigation against Murray

involve state law; (2) liquidating their claims in state court will not interfere with this proceeding and will promote judicial economy; and (3) the Debtors' bankruptcy estate is protected because this Court will decide when the Movants' liquidated claims will be paid. *In re Robbins*, 964 F.2d 342, 345 (4th Cir. 1992). See *In re Claughton*, 140 B.R. 861, 867-68 (Bankr. W.D.N.C. 1992) (Creditor asked the Court to modify the automatic stay to, *inter alia*, permit final judgment in state court. The bankruptcy court held, "[t]o determine whether sufficient 'cause' exists to allow litigation to go forward in a non-bankruptcy forum, the bankruptcy court conducts a test balancing any potential prejudice to the bankruptcy debtor's estate against the hardships that will be incurred by the person seeking relief from the stay if relief is denied.").

II. FACTUAL AND PROCEDURAL BACKGROUND

Thousands of victims and four years is long enough. Even if dismissal cannot be granted at this time, due to this Court's evaluation of "objective futility" under *Carolin*, individual claimants who seek relief must *not* continue to be subjected to the devastating effects of the automatic stay.⁵ Over six years and several cases into the Texas Two-Step debacle in this District, no court has addressed whether these wealthy and fabricated debtors, all of whom boast the ability to pay all claims in full, have filed for Chapter 11 in subjective bad faith.

⁵ In the interest of judicial economy, Movants incorporate by reference Robert Semian's motion to dismiss (Dkt. 1712) and the replies and joinders in support (Dkt. 1811, 1812, 1847).

A. Prior Motions to Dismiss Two-Step Cases in This District.

This Court denied the motions to dismiss in this matter without reaching the Debtors' subjective bad faith, finding Aldrich and Murray "were designed to meet [Carolyn's] objective futility standard, and they do." Dismissal Order at 63.⁶ Nor has Judge Beyer ruled on Bestwall's subjective bad faith, despite being urged to do so recently by plaintiff Wilson Buckingham and having not reached the issue in denying the Official Committee's motion to dismiss in 2019.⁷

Despite this Court's thoughtful and thorough dismissal opinion and certification ruling, as well as Judge Beyer's certification order in 2019, the Fourth Circuit has twice declined to take interlocutory review of dismissal decisions from this District. *See* U.S.C.A4 Appeal No. 24-128, Dkt. 50; *see also Bestwall*, U.S.C.A4 No. 19-408, Dkt. 13 (4th Cir. Nov. 14, 2019).

B. Prior Motions to Lift the Stay in Two-Step Cases in This District.

This is second individual action seeking relief from stay in *Aldrich*, the first presented to this Court in *Aldrich* since the Fourth Circuit ruled in *Bestwall*, the first asking

⁶ *Order Denying Motions To Dismiss* (Hon. J. Craig Whitley), entered December 28, 2023, Case No. 20-30608-JCW (Dkt. No. 2047) ("Dismissal Order"). *See* Certification Order (Dkt. 2111).

⁷ *See In re Bestwall LLC*, 605 B.R. 43, 50-51 (Bankr. W.D.N.C. 2019) ("Because the Court concludes that this case is not objectively futile, it need not (and does not) reach the issue of whether this case was filed in subjective bad faith."); *In re Bestwall LLC*, 71 F.4th 168, 182 (4th Cir. 2023) ("In this appeal, by contrast, [claimants] do not make the arguments raised by the claimants in *LTL Management LLC*" where motions to dismiss were filed based on a lack of financial distress); *In re Bestwall LLC*, 2024 WL 721596, *21 (Bankr. W.D.N.C. 2024) (declining to dismiss due to law of case doctrine and divestment rule based on prior ruling, and rejecting Official Committee's argument of the court's lack of constitutional subject matter jurisdiction).

this Court to rule on whether Murray filed in subjective bad faith, and the first to ask whether Murray filing a petition in subjective bad faith is grounds, by itself, to lift the stay for an individual plaintiff. Three prior lift stay motions were denied in Two-Step cases, two in *Bestwall* and one here. Two motions were argued recently in *DBMP*, also based on that debtor's subjective bad faith.

Prior rulings on lift stay motions have turned on an understandable but erroneous premise that conflates frustrating those debtors' improper bankruptcy purpose with dismissal. While it is certainly true that if the Court were to lift the stay for many (or all) claimants, Trane's primary goal in this proceeding—to homogenize victims and collectively estimate the value of their claims without a jury or arm's length settlements in the tort system—would fail. But frustrating a bad-faith multi-billionaire's goal is *not* the same as dismissal. This case would continue until terminated voluntarily by the Debtors, terminated involuntarily by this Court or a higher court, or resolved with the approval of a plan.

1. *In re Aldrich Pump LLC/Murray Boiler LLC.*

In denying Robert Semian's motion for relief in March 2023, this Court reasoned: "I have no doubt . . . that if I grant relief from stay to one creditor to liquidate the claim, all of the claimants will—not all—but a substantial number of the claimants, enough to wreck the bankruptcy case, will seek like measure and that effectively precipitates a *de facto* dismissal of the case." Ex. 3, *Aldrich Tr.* 3/30/23 at 67. This Court denied Mr. Semian's

subsequent motion to dismiss *Aldrich* and certified its ruling for direct appeal. *See* Certification Order (Dkt. 2111).

2. *In re Bestwall LLC.*

Richard and Joann Dale's motion before the Honorable Judge Laura T. Beyer (W.D.N.C Bankr. Case No. 17-31795-LTB) was denied in October 2023. Ex. 4, *In re Bestwall*, Tr. 10/19/23 at 69-70. The Dales did not raise bad faith directly as grounds to lift the stay. Despite finding that—"strictly speaking"—the Dales satisfied the *Robbins* factors and recognizing that "bankruptcy courts . . . often [grant such motions] so that a state court can liquidate claims that are based on state court causes of action," Judge Beyer denied the motion. Ex. 4, *Bestwall* Tr. 10/19/23 at 69-70. Judge Beyer made what she admitted was the "speculative . . . assum[ption] that granting the Dales' motion . . . would result in a wave of similar motions." *Id.*

Second, Wilson Buckingham and his wife, Angelika Weiss, moved for relief (*Bestwall*, Dkt. 3242), in December 2023, arguing *Bestwall*'s bad faith was grounds, by itself, to lift the stay. Judge Beyer denied this motion "in large part [based upon] the same reasons [she] denied the Dales' motion for relief from stay." *See* Ex. 5, *Bestwall*, Tr. 1/18/24 at 77. Judge Beyer reasoned it would be improper to apply a standard to bad faith motion for relief from stay that was less stringent than the standard for bad faith dismissal under *Carolin*, notwithstanding precedent directly to the contrary. Judge Beyer later denied Mr.

Buckingham's motion to certify her denial of his motion for relief from stay for direct appeal.

C. Old Trane Negligently Contributed to Mr. Beaudoin's Mesothelioma.

Mr. Beaudoin, age 68, was diagnosed with malignant biphasic mesothelioma of the pleura on October 11, 2023. Ex. 6, Pathology Report. The Beaudoins filed their complaint against several defendants, in Middlesex County, Massachusetts, on February 9, 2024. Ex. 7, Complaint. The Beaudoins served notice on Murray and Trane of Mr. Beaudoin's deposition and they ignored it.

1. *Trane/American Standard knew its asbestos containing boilers were hazardous before exposing Mr. Beaudoin.*

American Standard—whose products Old Trane and now Murray Boiler have liability for—admits it sold boilers which contained “encapsulated asbestos-containing internal components.” Ex. 8, American Standard Inc.'s Rog. Resp., 6/30/2009. Prior to 1972, American Standard made or supplied “rubberized asbestos-containing gaskets, rope and packing” for use with its boilers. Ex. 9, American Standard, Inc.'s Rog. Resp., 3/9,2000 at 6. The Company admits some of its equipment incorporated asbestos-containing components such as block, cement, gaskets, rope, air-cell, board, tape, paper, and/or packing. *Id.* American Standard continued to manufacture and/or sell asbestos-

containing equipment through at least 1974 (*Id.* at 8.)⁸ and never warned Mr. Beaudoin or workers like him of the hazards of asbestos.⁹ *See id.* at 12-13.

2. *Mr. Beaudoin was exposed to asbestos from American Standard products for years.*

Mr. Beaudoin worked on American Standard boilers for years. *See Ex. 10*, Beaudoin Dep. Vol. 1 4/9/2024 at 32-34. He broke in half, separated, drained, and undressed American Standard boilers throughout his career. To undress the boilers, Mr. Beaudoin removed the casings and insulation, making the boiler into a smaller cast-iron boiler so it could be removed from the cellar. *See Ex. 11*, Beaudoin Dep. Vol. 2 4/10/2024 at 175-177.

Mr. Beaudoin was also exposed to asbestos from American Standard valves. *Id.* at 180:6-8. He repaired the valves by draining the system, cutting the pipes, and replacing faulty parts such as packing, using specific tools like wrenches and screwdrivers to ensure proper installation. *Id.* at 194-195.

D. Trane's and the Debtors' Subjective Bad Faith.

⁸ In fact, it manufactured and sold numerous styles and types of asbestos-containing equipment from the 1930s through the 1970s, including several varieties of oil-fired boilers, gas boilers, and furnaces. *Id.* at pages 47-50 ("Attachment A" to Interrogatories).

⁹ This is not a comprehensive recitation of facts supporting Old Trane's negligence and liability for punitive damages. All those actions exposed Mr. Beaudoin to dangerous levels of asbestos.

1. *Old Trane was massively profitable and able to pay all liabilities without financial strain.*

Old Trane and Old IRNJ were never overwhelmed by asbestos liabilities. They both could and can pay asbestos plaintiffs what they owe in the tort system. Dismissal Order at 13 (finding New Trane and New TTC can fund their obligations under the Funding Agreements and that Old Trane/Old IRNJ could pay their current and future asbestos liabilities in “ordinary course”). Profitable and non-distressed companies attempting to transform this Court into tort-reform policy court—after Congress and state legislatures have repeatedly refused to enact comprehensive legislation to address asbestos-litigation—is *not* a proper purpose under the Code. Trying to ‘overcome the tort system’ by wasting the bankruptcy courts’ time and attention, sidestepping the absolute priority rule, and avoiding the many other safeguards built into the Code to prevent abuse *is* bad faith.

2. *Trane’s Project Omega.*

Trane engaged in an “unorthodox strategy” to isolate and discriminate against the people it exposed to asbestos. *See* Findings at ¶ 61. Trane monitored *Bestwall* proceedings and the Project Omega team members planned for a “long term bankruptcy.” Findings at ¶ 111-112.

The Debtors’ Chief Legal Officer, Alan Tananbaum, said the Board Minutes were drafted by Jones Day and were simply a means to “creating” a “record” that options, such as bankruptcy, were considered. Findings at ¶ 114. The Two-Step playbook doesn’t vary:

the “exact fact pattern and the same alleged ‘options’ [were] all found in both *Bestwall* and *DBMP*.” Findings at ¶ 156. The existence of proper corporate formalities or independence by the Debtors is a sham. *See* Findings at ¶ 118 (discussing emails from Project Omega members and the expansion of skepticism of one of the ‘independent’ decisions to file for Chapter 11).

“One cannot credibly suggest that a corporate enterprise the size and sophistication of Old IRNJ and Old Trane would restructure their entire business configuration, and then just leave it to the Debtors’ Boards to determine whether to file the Chapter 11 Cases that fulfilled the (sole) business purpose of the Corporate Restructuring.” Findings at ¶ 119. Debtors will have “the necessary financial resources” to reorganize “only if” New TTC and New Trane agree, and they will only agree if they each receive a permanent injunction under section 524(g). Findings at ¶ 127.

3. *With the Funding Agreements the Debtors are non-distressed, multi-billionaires, and able to pay all asbestos claims in full.*

New TTC was worth \$7.8 billion and New Trane was worth \$3 billion in 2020. Dismissal Order at 13. “Undisputedly” New Trane and New TTC can pay all current and future asbestos claimants in full under “the two Funding Agreements.” Dismissal Order at 13. While the Debtors estimate their total asbestos liabilities to be “at least \$547 million,” only “\$240 million was not covered by insurance,” certainly “within the grasp” for New TTC and New Trane to pay “in ordinary course.” Dismissal Order at 13.

In short, by their own estimation, the Debtors owe \$240 million in asbestos liabilities net of insurance, a sum greater than the assets allocated to them in the merger. However, they were designed to be reliant on the Trane organization, through the Funding Agreement. And the Trane organization boasts \$16 billion in annual revenues, annual excess cash flow eclipsing \$1.8 billion (\$620.7 million in dividends plus \$1.2 billion stock buyback; three-year total over \$1.5 billion in dividends and \$2.5 billion in stock buybacks), and a market cap of \$54 billion.

Dismissal Order at 14. Given their massive wealth and ability to pay, the Debtors filed their petitions to leverage the automatic stay and benefit their corporate parents.¹⁰

III. ARGUMENT

Murray cannot file its petition in subjective bad faith and be shielded from all individual claims brought by all individual claimants for years on end, simply because its reorganization is not *yet* objectively futile. Taken to its logical conclusion, Trane's and Murray's position is that the *more* money a debtor has, the *more* entitled to bankruptcy protection it is.

¹⁰ The Funding Agreements are the only mechanism that will allow the claimants to recover anything on their claims in this bankruptcy proceeding. “[They] are the basis of Aldrich/Murray’s bold proclamation that the ‘Debtors have the same ability to pay asbestos claims as did their predecessors.’” Dismissal Order, p. 13 [Dkt. 2037] (citing Findings at ¶ 151); see also Allan Tananbaum Decl., (Dkt. 29) at ¶ 36 (swearing that the Debtors “have access to additional uncapped funds through the Funding Agreements”) Yet, without the Funding Agreements the “Debtors have no ability pay the asbestos claims assigned to them by the Divisional Merger. Thus, [the Court’s] conclusion in the preliminary injunction hearing was that these agreements are conditional, potentially unenforceable, and will only be honored if the Affiliates wish to honor them.” Dismissal Order at 15. In other words, as the Court aptly points out, the Claimants have no way of knowing whether Trane will fully fund the Debtors’ asbestos liabilities. The Court has the authority to bring certainty to this process by requiring the Debtors and Trane to put their money where their mouth is and say without equivocation that they will honor and enforce the Funding Agreements—both inside and outside of the bankruptcy case.

Even if that is how the Fourth Circuit intends “objective futility” to be interpreted, this has no relevance to a lift stay motion, nor does the straw man the Debtor will raise about permitting one plaintiff to liquidate their claims eventually leading to a ‘de-facto dismissal.’ These are *not* factors, under *Carolin* or *Robbins*, to be considered in ruling on individual stay relief motions.

A. Individual Actions for Relief from Stay Are Proper.

This Court knows well the lack of progress in Two-Step cases. *See* Dismissal Order at 21. The Court also recognizes that in the case of a “solvent asbestos defendant” —like Aldrich or Bestwall or DBMP— “due process requires that a ‘plaintiff [must] be provided an opportunity to remove himself’” —i.e., opt-out— “from the aggregate resolution.” Dismissal Order at 37-38 (citing *Ortiz*, 527 U.S. at 848 (quoting *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985))).¹¹

Given the way in which *Carolin* has been interpreted in *Aldrich* and *Bestwall*, Murray’s inevitable bankruptcy failure—due to *Ortiz* or multiple other issues at confirmation—is, at best, years away.¹² What remedy, then, is available to the Beaudoins

¹¹ While leaving these issues for “another day,” this Court noted the Supreme Court found that a “mandatory ‘no-opt-outs’ settlement of a defendant’s aggregate mass-tort liability is unconstitutional if the defendant’s resources are sufficient to fully pay all claims.” *Aldrich* Dismissal Order at 37 (discussing *Ortiz v. Fibreboard*, 527 U.S. 815, 817-18 (1999)). Depriving individual asbestos claimants of their due process rights to exclude themselves from the class action in *Ortiz* “can only be justified if the defendant’s resources were insufficient to fully pay all claims.” *Id.* (citing *Ortiz*, 527 U.S. at 837).

¹² *North Carolina Judges Are Shaping ‘Two-Step’ Bankruptcy Future*, Bloomberg, Evan Ochsner, April 10, 2024, available at <https://news.bloomberglaw.com/bankruptcy-law/north-carolina-judges-are-shaping-two-step-bankruptcy-future>

in the meantime?¹³ The Fourth Circuit answered this question last June: “rather than waiting for plan confirmation, claimants can bring individual actions for relief based on the specific facts of a particular claim. That is done in bankruptcy proceedings on a **routine basis** where appropriate.” *In re Bestwall LLC*, 71 F.4th 168, 183 (4th Cir. 2023)(emphasis added).¹⁴

1. *Granting individual claimants relief is not akin to dismissal.*

Recognizing that granting individual claimants relief from stay is “routine,” the Fourth Circuit did *not* say that lifting the stay for one claimant based on the “specific facts of a particular claim” might open the floodgates or be ‘akin to a dismissal,’ or that these factors have any relevance in lifting the stay for an individual action.

The resolution the Debtors want is out of reach because the Debtors admit they can pay all their asbestos liabilities in full, whatever they may be. Because the Debtors *admit* this, there is no limited fund in this case, and the Debtors’ dream of a consensual plan that limits the state law rights of claimants can never be confirmed under *Amchem* and *Ortiz*.¹⁵

¹³ This Court denied MRHFM’s motion to require Trane and the Debtors to commit to enforce and honor Funding Agreements.

¹⁴ On June 20, 2023, the Fourth Circuit upheld Judge Beyer’s extension of the preliminary injunction to Georgia-Pacific.

¹⁵ The Debtors and Trane’s responses to the recent motion addressing the Court’s concerns about the enforceability of the Funding Agreements reiterated the Debtors’ assurances that the Funding Agreements are enforceable so stridently that the Debtors’ implied it was sanctionable to even suggest otherwise. Notwithstanding the Court’s concerns about what might happen in the future, the Court must take these admissions at face value – which ends the question of a limited fund.

While it is true that allowing liquidation of individual claims will defeat Trane's primary goal—depriving claimants of the right to uncapped state-law remedies before juries, which will make any plan more difficult—frustrating a \$56 billion conglomerate's *illegitimate* bankruptcy purpose is not akin to frustrating a *legitimate* purpose of the Code. The Code specifically provides for liquidation of individual personal injury claims before a jury and the Constitution provides that individual jury trial rights cannot be impaired in the absence of a legitimate limited fund. *See* 11 U.S.C. § 1129(a); 28 U.S.C. § 157(b); U.S. Const. Amend. VII; *Amchem Products Inc. v. Windsor*, 521 U.S. 591 (1997); *Ortiz v. Fibreboard*, 527 U.S. 815 (1999).

What is *not* routine is a non-distressed billionaire, contentedly wallowing in bankruptcy with no incentive to reorganize and weaponizing the automatic stay to please its billionaire parents. In instances such as these, multiple motions to lift stay should be expected and should be granted. If doing so frustrates Trane and the Debtors, because their bad faith scheme depends on overriding individual rights, so much the better. Frustrating a *bad* faith bankruptcy purpose is a *good* thing.

Lifting the stay for claimants who seek relief and frustrating Trane's bad faith scheme is not akin to dismissal. The Debtors will remain in bankruptcy and this proceeding will continue. The substantive consolidation and fraudulent conveyance litigation will continue, as well as any other alternative relief sought by claimants or the ACC. A clear finding from this Court on the issue of subjective bad faith is likely the only

way these cases will ever move forward: lifting the stay—for one, ten or all claimants—is not dismissal.

This Court retains jurisdiction to rule on individual stay requests, first on whether the Debtors filed in bad faith, and second whether the specific facts of each request justify lifting the stay. And most importantly, Murray can pay everyone in *full*, so whatever it costs to defend and pay any judgment or settlement to the Beaudoins will not reduce what it is able to pay everyone else, including the armies of bankruptcy professionals.

This Court has the equitable powers to decide whether to lift the stay and for whom, given that Murray filed in bad faith. *See In re Dixie Broadcasting, Inc.*, 871 F. 2d 1023, 1024, 1027, 1029 (11th Cir. 1989) (affirming the bankruptcy court's lifting the stay for specific creditors who moved for relief after the debtor filed its petition “despite [its] apparent good financial health...” and with an “intent to abuse the judicial process and reorganization provisions.”); *see also* 11 U.S.C. § 105.

Alternatively, the Court could end the stay for all claimants and appoint a trustee to enforce the Funding Agreements, or find that the Funding Agreements are enforceable and must be enforced (thus removing the threat of an improper collusion between Murray, Aldrich, New Trane, New TTC, and Trane plc, as occurred between Johnson & Johnson and LTL Management), or order that the Debtors’ remaining assets be liquidated for payment of claims and permit a pass through to the tort system against New Trane and New TTC.

2. *Objective futility is not a factor in deciding individual actions for relief.*

When Judge Beyer ruled against Mr. Buckingham in *Bestwall*, she recognized that nowhere in *Carolin* did the Fourth Circuit say that “objective futility” should be considered in ruling on whether to lift the stay. *Bestwall*, Tr. 1/18/24 at 79-80. While it “defied logic” to Judge Beyer that a less stringent test should apply to motions to lift stay (*id.*) than to motions to dismiss, nowhere in *Robbins*, which post-dated *Carolin*, did the Fourth Circuit set forth that the two-pronged *Carolin* dismissal standard, principally objective futility, had any bearing in ruling on individual motions for relief from stay. The opposite is true; in *Carolin*, the Fourth Circuit recognized that in deciding lift stay motions, section 362(a)(1) empowers bankruptcy courts to determine whether a debtor has sought the protections of the automatic stay in “good faith.” *Carolin*, 886 F.2d at 699.

That the bankruptcy court in *Dixie* compared lifting the stay to deciding the propriety of a preliminary injunction, simply because it was “fit to grant relief from the stay is not equivalent to a decision by that court that Dixie may not maintain its petition... [t]he fact that preliminary relief is obtained does not mean that permanent relief also must be forthcoming.” *Dixie*, 871 F.2d at 1029 (*University of Texas v. Camenisch*, 451 U.S. 390, 394–95 (1981) (decisions on preliminary injunctions are not “tantamount to decisions on the underlying merits”); *McArthur v. Firestone*, 817 F.2d 1548 (11th Cir. 1987) (district

court's denial of temporary restraining order did not constitute decision on merits of First Amendment claim).¹⁶

By not ruling on whether Murray and Aldrich filed in bad faith, in either motions to dismiss or motions for relief from stay, Two-Step debtors and their corporate parents receive all the benefits of the stay while taking on *none* of the burdens. All because they say they want to fund a trust that is “equitable,” but only *after* all victims waive their Constitutional rights and state law remedies and accept a pennies-on-the-dollar resolution. Trane, Aldrich, and Murray continue to get *everything* they want—indefinite delay, negotiating leverage, millions and millions saved, the continued death of mesothelioma claimants—and asbestos victims get *nothing*.

The role that good faith has in seeking relief has been widely recognized. *See In re Sparklet Devices, Inc.*, 154 B.R. 544, 547 (Bankr. E.D. Mo. 1993) (“Generally, the factors used to demonstrate bad faith are the same whether the court is considering a motion for relief or a motion to dismiss for lack of good faith”); *In re Anthony*, 481 B.R. 602, 620 (D. Neb. 2012) (“The bankruptcy court did not err in concluding that whether Anthony's petition was filed in good faith was pertinent to Cattle National's motion for relief from the bankruptcy stay”); *In re Bestwall LLC*, No. 17-31795, 2024 WL 721596 at *20 (Bankr.

¹⁶ Citing *In re Phoenix Piccadilly, Ltd.*, the 11th Circuit in *Dixie* wrote “what amounts to bad faith is the same for both proceedings,” (849 F.2d, 1393, 1394 (11th Cir. 1988)), “We interpret that statement to mean that the factors used to demonstrate bad faith are the same in both contexts, but that a bankruptcy judge may nonetheless take into consideration the number of factors and their certainty in determining whether they constitute bad faith for dismissal purposes.” *Dixie*, 871 F.2d at 1029.

W.D.N.C. Feb. 21, 2024) (“The LTL Opinion is not the only example of a court using good faith to police against financially healthy debtors abusing the bankruptcy system”).¹⁷

The Debtors had the ability to fund “their asbestos obligations on the petition date with no threat to [their] ‘operations financial condition, liquidity, or cash flows’ due to their asbestos liabilities. Dismissal Order at 15. New Trane and New TTC demand and require that they will only fund a section 524 (g) trust if they also receive protection: “whether they are entitled to such relief is an open question.” Dismissal Order at 15.

The United States District Court for the Southern District of South Carolina cited *Dixie* to support denying relief to Dunes Hotel Associates, reasoning that a “solvent debtor-in-possession should not be permitted to remain in bankruptcy for the sole purpose of being able to use the strong-arm clause of the Bankruptcy Code to strike down a bilateral contract to the detriment of its only remaining non-insider creditor.” *Dunes Hotel Associates v. Hyatt Corp.*, 245 B.R. 492, 507 (D.S.C. 2000) (citing *Dixie*, 871 F.2d at 1028)

¹⁷ In her dismissal opinion of February 21, 2024, Judge Beyer cited *In re Cedar Shore Resort, Inc.*, 235 F.3d 375, 381 (8th Cir. 2000) (“Nor did the bankruptcy court abuse its discretion in dismissing Cedar Shore’s petition. Congress designed Chapter 11 to give those businesses ‘teetering on the verge of a fatal financial plummet an opportunity to reorganize on solid ground and try again, not to give profitable enterprises an opportunity to evade contractual or other liability.’” (quoting *Furness v. Liliensfield*, 35 B.R. 1006, 1009 (D. Md. 1983))); *In re SGL Carbon Corp.*, 200 F.3d 154, 164 (3d Cir. 1999) (“*SGL Carbon* cites no case holding that petitions filed by financially healthy companies cannot be subject to dismissal for cause.”). *Bestwall*, 2024 WL 721596 at *20. Judge Beyer continued: “Some courts even find ‘cause’ under section 362 to grant relief from the automatic stay when a debtor files a case in bad faith.” *Id.* (citing *In re Corp. Deja Vu*, 34 B.R. 845, 850 (Bankr. D. Md. 1983) (“The petition was filed in bad faith. This bad faith constitutes cause to allow the secured creditor relief from the stay.”); *Constitutional Limits*, supra, at 551 (citing *In re Dixie Broad., Inc.*, 871 F.2d 1023 (11th Cir.), cert. denied, 493 U.S. 853, 110 S.Ct. 154, 107 L.Ed.2d 112 (1989)).

("The Bankruptcy Code is not intended to insulate financially secure sellers or buyers from the bargains they strike.").

Having a desire to access a remedy found in Chapter 11, here, a section 524(g) trust, which Trane wants for its subsidiaries, and which may be sufficient to overcome dismissal in this District, must *not* be grounds for bad-faith debtors to benefit from an overt abuse of the automatic stay for years on end. This is *not* within reason.

B. The Debtors Filed Their Petitions in Subjective Bad Faith.

The admitted purpose of this case is not to further Chapter 11's "statutory objective of resuscitating a financially troubled [debtor]," *Carolin*, 886 F.2d at 701-02, but to avoid state law tort liabilities while shielding the profitable assets of the business from the rigors of bankruptcy, isolating a single class of creditors and allowing continuing and unfettered distributions of profits to equity while that one class of creditors is frozen by the stay. These facts are admitted and indisputable.

The Debtors filed their petitions to manipulate the Bankruptcy Code and use the automatic stay to exert pressure on tort claimants to accept a "settlement" the globally resolved all present and future individual state-law tort claims and channels any recovery to a limited fund artificially created by this proceeding. There is no dispute that such a mandatory global settlement is beyond what the Debtors and their affiliates are entitled to under controlling state and federal law. This is bad faith. *See Carolin*, 886 F.2d at 699, 702; *Premier Auto*, 492 F.3d at 279 (the good faith requirement "prevents abuse...by

debtors whose overriding motive is to delay creditors without benefitting them in any way..." (citing *In re Little Creek Dev. Co.*, 779 F.2d 1068, 1072 (5th Cir. 1986)).

Just like *Premier Auto*, where that debtor had no right to force renegotiation of its lease on more favorable terms and its petition was dismissed for bad faith given their lack of financial distress, here, Murray and Aldrich have no right to the force renegotiation of its state-law liabilities, especially absent financial distress. This is a wholly improper use of the automatic stay and the Bankruptcy Code.

1. *Trane, Aldrich, and Murray can pay all asbestos claimants in full and are not financially troubled or in need of resuscitation.*

This crucial and undeniable fact—that Murray can pay every single claimant what it owes him/her in the tort system (i.e., "in full")—is relevant to every issue in this case, including to whether Murray filed in subjective bad faith, and, having done so, whether it can be shielded by a universal litigation stay even when "individual actions" for relief are made by plaintiffs like the Beaudoins.

Blackletter law, uniformly applied by the federal appellate courts, including the Fourth Circuit, forbids the wielding of bankruptcy courts' "powerful equitable weapons" by "financially healthy companies with no need to reorganize." *Premier Auto*, 492 F.3d at 281–82.¹⁸

¹⁸ See *Local Loan Co. v. Hunt*, 292 U.S. 234, 244 (1934) ("One of the primary purposes of the Bankruptcy Act is to relieve the honest debtor from *the weight of oppressive indebtedness*, and permit him to start afresh free from the obligations and responsibilities consequent upon business misfortunes.") (emphasis added); *Wetmore v. Markoe*, 196 U.S. 68, 77 (1904) ("Systems of bankruptcy are designed to relieve the honest debtor from the weight of indebtedness which has become oppressive..."); *In re Capitol Food Corp. of Fields Corner*,

The Debtors asbestos liabilities never caused them or their predecessors financial strain, let alone distress. Dismissal Order at 13-15. By contrast, in the 1980s, the Fourth Circuit noted a “striking similarity” between *A.H. Robins* and *Johns-Manville*, two mass tort driven bankruptcies where the debtors were experiencing financial distress (*A.H. Robins Co. Inc. v. Piccinin*, 788 F.2d 994, 1007 (4th Cir. 1986)). *Manville* was a “financially besieged enterprise in desperate need of reorganization of its crushing debt, both present

490 F.3d 21, 25 (1st Cir. 2007) (reasoning that a debtor need not be insolvent before filing bankruptcy petition, but that it must be experiencing “some sort of financial distress”); *In re Cohoes Indus. Terminal, Inc.*, 931 F.2d 222, 228 (2d Cir. 1991) (debtor must “at least...face such financial difficulty that, if it did not file at that time, it could anticipate the need to file in the future”); *In re SGL Carbon Corp.*, 200 F.3d 154, 164–66 (3d Cir. 1999) (reversing the district court and dismissing the debtor’s bankruptcy because, *inter alia*, “[t]he mere possibility of a future need to file, without more, does not establish that a petition was filed in ‘good faith,’ and ‘Chapter 11 was designed to give those teetering on the verge of a fatal financial plummet an opportunity to reorganize on solid ground and try again, not to give profitable enterprises an opportunity to evade contractual or other liabilities’”); *In re Premier Auto. Servs., Inc.*, 492 F.3d 274, 280–81 (4th Cir. 2007) (dismissal upheld because debtor was not “experiencing financial difficulties;” the debtor’s filings “reveal a solvent business entity,” a fact that “alone may justify dismissal of [the debtor’s] Chapter 11 petition”); *In re Little Creek Dev. Co.*, 779 F.2d 1068, 1072–73 (5th Cir. 1986) (“The ‘new debtor’ syndrome, in which a one-asset entity has been created ... to isolate the insolvent property and its creditors, exemplifies ... bad faith cases...Neither the bankruptcy courts nor the creditors should be subjected to the costs and delays of a bankruptcy proceeding under such conditions.”); *In re Cook*, 104 F.2d 981, 985 (7th Cir. 1939) (no valid bankruptcy purpose where “proceeding was instituted not for the purpose of obtaining benefits afforded by the Act to a corporation in financial distress, but to enable appellees to escape the jurisdiction of another court where the day of reckoning ... was at hand”; “A Federal Court should not extend its jurisdiction under such circumstances.”); *In re Cedar Shore Resort, Inc.*, 235 F.3d 375, 380 (8th Cir. 2000) (affirming dismissal because, *inter alia*, the bankruptcy court found the primary motivation of the debtor—a healthy company “not in dire financial straits”—was to dispose of a state court lawsuit); *In re Marsch*, 36 F.3d 825, 829 (9th Cir. 1994) (no good faith where debtor “had the financial means to pay” its obligations, which posed no “danger of disrupting business interests”); *In re Stewart*, 175 F.3d 796, 811 (10th Cir. 1999) (affirming dismissal and recognizing that relieving “oppressive indebtedness” is “[o]ne of the main purposes of bankruptcy law”); *In re Waldron*, 785 F.2d 936, 940 (11th Cir. 1986) (rejecting a debtor’s bankruptcy because “[t]he bankruptcy laws are intended as a shield, not as a sword,” and recognizing that the purpose of Chapter 11 is to give a fresh start to a “financially troubled debtor” rather than the “financially secure”). *See also Grogan v. Garner*, 498 U.S. 279, 286–87 (1991) (“This Court has certainly acknowledged that a central purpose of the Code is to provide a procedure by which *certain insolvent* debtors can reorder their affairs ... But in the same breath that we have invoked this ‘fresh start’ policy, we have been careful to explain that the Act limits the opportunity for a completely unencumbered new beginning to the ‘honest *but unfortunate* debtor.’”).

and future.” *Kane*, 843 F.2d at 649 (citing *In re Johns-Manville Corp.*, 36 B.R. 727, 741 (Bankr. S.D. N.Y. 1984)).

A.H. Robins was “confronted, if not overwhelmed, with an avalanche” of actions related to its Dalkon Shield contraceptive device and the company had a “**limited fund**” to satisfy them. *A.H. Robins*, 788 F.2d at 996, 1008 (emphasis). See also *In re A.H. Robins Company, Inc.*, 89 B.R. 555, 558 (E.D. Va. 1988) (recognizing the Dalkon Shield liability “caused a crucial depletion of the company’s funds”).

This is not the situation with the Debtors here. The Non-Debtor Affiliates’ massive wealth—available to Murray and Aldrich via the unlimited Funding Agreement—establishes there is no legally cognizable burden on any party for the Beaudoins to liquidate their claims in state court now and is grounds for this relief.

2. *Trane, Aldrich, and Murray only filed for Chapter 11 to leverage the automatic stay and harm their creditors.*

The Debtors and the Non-Debtor Affiliates are acting in bad faith; their “real motivation” is to “abuse the reorganization process,” “cause hardship” and “delay [to] creditors,” “without intent or ability to reorganize,” and Trane made Murray file for Chapter 11 merely to invoke the automatic stay. See *Carolin*, 886 F. 2d at 702 (citing *In re Thirtieth Place, Inc.*, 30 B.R. 503, 505 (9th Cir. Bankr. App. 1983)).

Now, Murray and Aldrich purport to wield the stay as a bargaining tool to force claimants into a Hobson’s choice of either risking years of delay and potential destruction of some or all their rights, or accepting a bankruptcy-based resolution of their claims that

limits and impairs victims' state-law rights. *See Premier Auto*, 492 F.3d at 279 (a petitioner's good faith is "'indispensable to proper accomplishment of the basic purposes of the Chapter 11 protection.'") (citing *Carolin*, 886 F.2d at 698).

The Debtors' post-petition behavior is offensive to the people its subsidiaries poisoned to death with asbestos. In 2021, the Debtors' affiliates net revenues totaled \$14.1 billion while paying \$561 million in dividends, with distributed excess cash flow reaching over \$1.065 billion. Dismissal Order at 14. The following year in 2022, the Non-Debtor Affiliates consolidated revenues reached \$16 billion and their annual cash flow totals more than 400% of their sworn estimate of all their *total* asbestos liabilities (Dismissal Order at 14), meaning they had the ability to easily pay their asbestos obligations on the petition date. *Id.* at 15.

According to a recent presentation to shareholders, Trane's 2023 revenues exceeded \$15 billion and it deployed capital of \$9 billion between 2020-2023. Ex. 12, March Presen. at 14. Trane's organic revenue was up 6% and increased its earning per share more than 3%. *Id.* at 18. While protected by a bankruptcy litigation stay, Trane gave away \$684 million in dividends in 2023, and is on track to give away more in 2024. *Id.* at 26. Hiding from juries and apparently afraid of state tort law, Trane disingenuously told its shareholders its Two-Step scam is designed to resolve claims in a manner "beneficial to the claimants..." Ex. 13, 2023 Ann. Rep. at 9-10. Trane lists several "risks and uncertainties" associated with Murray and Aldrich's cases, rightly recognizing the

number of hurdles Trane *itself* created to shield itself from the jury system. Ann Rep. at 19.

Companies with billions in excess cash that intentionally identify, isolate and then strand one class of creditor in bankruptcy —and aim to waste years, time their asbestos victims don't have—are not acting in good faith and should not benefit from the automatic stay, especially when, as here, the Beaudoins have set forth specific facts of their claims. The Debtors have the burden, under section 362(g), to refute this.

C. The Beaudoins Satisfy The Robbins Factors.

Murray's subjective bad faith and the specific facts of the Beaudoins' actions are sufficient to lift the stay. In addition, they satisfy the *Robbins* factors. Under *Robbins*, this Court should "harmonize the interests of both debtor and creditors while preserving the debtor's assets for repayment and reorganization of his or her obligations." 964 F.2d at 345. However, maintaining the automatic stay to protect the Debtor's ability to reorganize is not the same thing as upholding the preliminary injunction as to Non-Debtor Affiliates. Nor does it address whether this Court can decide Movants' claims against Murray, or whether issues pending in litigation involve only state law, such that the expertise of the bankruptcy court is unnecessary.

The Debtors' and Trane's anticipated objection to this request on grounds that this Court should estimate all claims or that a trust claim with an artificially capped section 524(g) trust is the remedy available to the Beaudoins, would render 28 U.S.C. § 157

meaningless and subordinate individual statutory rights and state law remedies to the whims of wealthy tortfeasors who prefer to avoid the civil jury system by manipulating the Bankruptcy Courts. The number of individual claimants that decide to liquidate their personal injury claims in front of juries and trial courts with power to hear these cases will have no impact on this case, because, *unlike* in *Manville, A.H. Robins*, and many other mass tort bankruptcies, Murray is fully funded, non-distressed, and can pay all claimants 100% of their claims' tort system value.

This Court's expertise related to the Bankruptcy Code and the payment of liquidated claims is not needed to allow the Beaudoins to try their state law claims to verdict.¹⁹ Further, they acknowledge that once their claims are liquidated only this Court can decide when and how it will be paid.

¹⁹ "[A] determination of the validity and amount of [the Movants'] claim must be made either in the state court or this court. The court is satisfied that the proper forum for such a determination is the state court. The claims alleged in the State Court Action all involve solely state law issues. There are no issues in any of the claims that require bankruptcy expertise. It also is clear that if the stay is lifted, the Debtor and the bankruptcy estate can be protected adequately by a requirement that the Movants seek enforcement of any judgment obtained through the bankruptcy court. The modification of the stay will permit the Movants only to reduce their claims against the Debtor to judgment and will specifically provide that any judgment against the Debtor obtained in the State Court Action may not be enforced against the Debtor or property of the bankruptcy estate unless and until further relief from the automatic stay has been granted by the bankruptcy court. Allowing the claims to be pursued in this fashion will not change the status or priority of the claims but will result in a determination of the nature and amount of the Debtor's liability. Also, allowing all of the claims to be determined in one proceeding in state court promotes judicial economy and avoids the hardship on the Movants that would result if they were required to litigate some of the claims in state court and some of them in this court. It is true that some of the claims in the State Court Action do not involve the Debtor. However, any additional burden on the Debtor resulting from this circumstance is far outweighed by the factors that weigh in favor of lifting the stay and allowing the State Court Action to proceed." *In re Joyner*, 416 B.R. 190, 192-93 (Bankr. M.D.N.C. 2009).

1. *Whether modifying the stay will promote judicial economy and whether there would be greater interference with the bankruptcy case if the stay were not lifted because matters would have to be litigated in bankruptcy court.*

Massachusetts law provides protections to prioritize the rights of elderly and medically vulnerable individuals in civil litigation. Under Section 59F of Chapter 231 of the Massachusetts General Laws, individuals aged 65 or older who face serious health challenges have the right to request an expedited trial by filing a motion with the court. Additionally, Rule 79B of the Massachusetts Rules of Civil Procedure allows plaintiffs with significant health issues or advanced age to seek preferential scheduling of trials. Mr. Beaudoin is over 65 years old and battles every day with the progressive decline associated with his invariably terminal mesothelioma. Plaintiffs intend to file for trial preference in weeks if not months.

If this motion is granted, the Beaudoins will add Murray as a defendant to their pending Massachusetts case. If this motion is denied, the Massachusetts state court will have two cases instead of one because the Movants will file a second suit against only Murray after this bankruptcy case is dismissed. The Beaudoins will *never* vote on a plan of reorganization until they know the liquidated value of their claims against Murray. *See* 11 U.S.C. § 1129(a)(7)(A) and 28 U.S.C. § 157(b). To know the liquidated value, they must quantify these claims before a jury or negotiate them at arm's length before trial. There is no burden on any party for them to do so now, as opposed to later.

There is no legitimate reason to delay determining the value of the Beaudoins' claims now while Trane continues to demand this Court's attention and waste its victims' time in navigating through estimation related proceedings. An estimation which will result in an advisory opinion. Murray can provide no legitimate reason why liquidating claims in state court and then coming back to this Court to allow those liquidated claims later would interfere with the bankruptcy case.

2. *Whether the estate can be protected properly by a requirement that creditors seek enforcement of any judgment through the bankruptcy court.*

The Beaudoins are not asking the Court to enforce their claims against Murray. They seek only to liquidate them through arm's length settlement or jury trial in Massachusetts state court. Whatever the specific value owing to them from the Debtor, they agree that amount will not be paid until this Court allows it.²⁰ There is no harm to the Debtor's bankruptcy estate by granting this request.

3. *Whether the issues pending in Movants' litigation against the Debtor involve state law.*

All the Movants' claims—negligence, strict liability, negligent misrepresentation, fraud by non-disclosure—against Murray are all based on Massachusetts law. *See Ex. 7.* Murray will likely attempt to sidestep this explicit limitation on this Court's jurisdiction,

²⁰ It is no defense for the Debtors to argue that in a jury trial some claimants may lose and get nothing. In that instance, those claimants will have been determined to not have a valid claim and, accordingly, suffer no legal harm.

effectively arguing that while this Court cannot estimate *any* of these claims, it should estimate *all* of them. However, even if the Court estimates claims against the Debtor in aggregate, the Beaudoins' right to pursue uncapped state law remedies against Murray before a jury is guaranteed by the United States Constitution, the United States Bankruptcy Code, and Massachusetts law.²¹

This Court lacks jurisdiction to estimate or quantify these claims. *See* 28 U.S.C. §§ 157(b) and 1411(a). "If the bankruptcy court lacks jurisdiction to adjudicate a claim, relief from the automatic stay is **required** so that the claim can be adjudicated in a court that does have jurisdiction." *In re Nifong*, 2008 WL 2203149, *4 (Bankr. M.D.N.C. 2008) (citing *In re Erickson*, 330 B.R. 346 (Bankr. D. Conn. 2005) (emphasis added)).²²

The Beaudoins will *never* vote in favor of a plan to reorganize a bad-faith debtor in a manufactured bankruptcy until after they know the full liquidated value of all their state law claims. There is no prejudice to anyone by allowing the Beaudoins to proceed now, and only ongoing undue prejudice to them in proceeding later. The bankruptcy case will not be interfered with by Murray having to—for the first time in over 40 months—

²¹ The Beaudoins have a right to a jury trial under the United States and Massachusetts Constitutions. *Dalis v. Buyer Advert., Inc.*, 418 Mass. 220, 221–22, 636 N.E.2d 212, 214 (1994) (citing *Department of Revenue v. Jarvenpaa*, 404 Mass. 177, 185–186, 534 N.E.2d 286 (Mass. 1989) ("Article 15 'preserves the 'common law trial by jury in its indispensable characteristics as established and known at the time the Constitution was adopted' in 1780.")).

²² Absent consent, a United States District Court "should retain control over all aspects of personal injury tort claims under section 157." *Moore v. Idealease of Wilmington*, 358 B.R. 248, 252 (E.D.N.C. 2006). *See Stokes v. Southeast Hotel Properties, LTD.*, 877 F. Supp. 986 (W.D.N.C. 1994) ("The decision where a personal injury claim will be adjudicated is clearly reserved for attention of the district court.").

retain counsel to defend it in the tort system for a limited number of cases. Nor will allowing a few cases to proceed in the tort system be a distraction to this bankruptcy case or the adversary proceedings.

Disregarding state law and the Constitutional rights of claimants, Murray will no doubt argue that resolution with all claimants requires the tools contemplated by section 524(g). But section 524(g) demands that an operating, good faith debtor, overwhelmed by asbestos liabilities, subject itself to bankruptcy court jurisdiction. Murray and New Trane are none of these, and no part of the Bankruptcy Code, including section 524(g), can override the Beaudoins' individual state law remedies and Constitutional rights.

The Beaudoins also satisfy the more comprehensive *Curtis* factors. These narrower but more numerous factors subsume the broader factors of *Robbins* and provide a more nuanced examination of "cause" under Section 362.²³ See *In re Curtis*, 40 B.R. 795, 799-800 (Bankr. D. Utah 1984); *Sonnax Industries, Inc. v. Tri Component Products Corp. (In re Sonnax Industries, Inc.)*, 907 F.2d 1280 (2nd Cir. 1990); *Jim's Maintenance & Sons, Inc. v. Target Corporation (In re Jim's Maintenance & Sons, Inc.)* 418 Fed. App'x 726 (10th Cir. 2011).

²³ "The court must balance potential prejudice to the bankruptcy debtor's estate against the hardships that will be incurred by the person seeking relief from the automatic stay if relief is denied." See *In re Peterson*, 116 B.R. 247, 249 (D.Colo.1990) (discussing balancing test). The factors that courts consider in deciding whether to lift the automatic stay include (1) whether the issues in the pending litigation involve only state law, so the expertise of the bankruptcy court is unnecessary; (2) whether modifying the stay will promote judicial economy and whether there would be greater interference with the bankruptcy case if the stay were not lifted because matters would have to be litigated in bankruptcy court; and (3) whether the estate can be protected properly by a requirement that creditors seek enforcement of any judgment through the bankruptcy court." *In re Robbins*, 964 F.2d 342, 345 (4th Cir. 1992), as amended (May 27, 1992).

Whether applying the twelve *Curtis* factors or the three *Robbins* factors, the stay should be modified to allow Movants to liquidate their claims.

Broadly, the greater balance of hurt is unquestionably born by the Beaudoins if the requested relief is denied. Murray will not be impacted if they liquidate their claims outside of bankruptcy now, and the Beaudoins agree to have their claims paid from the Debtor's bankruptcy estate only when allowed by this Court.

IV. CONCLUSION

The parties need a ruling on the Debtors' subjective bad faith. While the Beaudoins believe there is no real question these cases exceed the reach of the Code and the Bankruptcy Clause (if they didn't, the Two-Step architects would not have contorted the corporate transactions to allow filing in the Fourth Circuit), if this Court disagrees, and rules that the Debtors filed in subjective good faith, at least the issue will be framed, ruled upon, and indisputably subject to immediate appellate review.

This the 9th day of May, 2024.

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Respectfully submitted,

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing SHAUN AND LISA N. BEAUDOIN'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY PURSUANT TO 11 U.S.C. § 362(d) was filed in accordance with the local rules and served upon all parties registered for electronic service and entitled to receive notice thereof through the CM/ECF system.

Respectfully submitted this the 9th day of May, 2024.

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Exhibit 1

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE: : Case No. 20-30608 (JCW)
 : (Jointly Administered)
ALDRICH PUMP LLC, *et al.*, :
 : Chapter 11
Debtors. :
 : Charlotte, North Carolina
 : Friday, February 9, 2024
 : 9:31 a.m.

: :

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE J. CRAIG WHITLEY,
UNITED STATES BANKRUPTCY JUDGE

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1 the, the focus of all this was to resolve controlling legal
2 issues expeditiously and try to make some coherence out of all
3 the many things a bankruptcy judge can be known to say. So all
4 of that, I think, understands it.

5 I agree, also, with Judge Beyer that these are,
6 effectively, disjunctive, but mandatory tests. All you have to
7 do is meet one of the four standards under 158 and that
8 requires me to certify. In this case, the one that I do not
9 think is applicable is that there are conflicting decisions
10 within the courts of the Fourth Circuit. Y'all may all agree
11 to that, but I'm not sure that I do. The -- and we'll take
12 them in, in order.

13 But before I get to all that, ~~I don't think these are,~~
14 ~~are routine cases in any form, fashion.~~ You can just look at
15 the professional fees and start from there. You can talk about
16 the public attention not just in the press, but in Congress.
17 These are -- these are -- these raise some very fundamental
18 questions about what bankruptcy is about and who is it for and
19 who can use the tools of bankruptcy. And so I think they're
20 anything but routine.

21 I understand that, that the Fourth Circuit early in
22 the Bestwall case declined to authorize a direct appeal. They
23 may do so again here today, but I believe the standards are met
24 and that it, frankly, to the extent they're exercising their
25 dissection, I would encourage them to take these for the reason

1 my mind, I think it's inevitable that these things will, will
2 reach the higher courts and getting review earlier instead of
3 later is going to advance the progress of these cases, whether
4 it is the case that advancing means dismissal or whether
5 advancing means getting the parties to the negotiating table
6 with a clear field where they can work on the numbers. As we
7 all know -- the Circuit probably doesn't -- all asbestos cases
8 that have been confirmed to date -- maybe I missed one or
9 two -- but my understanding is they've all ended up being
10 consensual, at least in some measure. Kaiser is not a Texas
11 two-step case. It is an asbestos case and we do have one party
12 appealing in that, but eventually, the claimants and the debtor
13 and the FCR all have to come to terms if this is gonna happen.
14 If we can get some of these fundamental issues decided, the
15 ones that y'all've been arguing to me almost four years now, I
16 think that that will get you in a better position, even if the
17 cases survive, to go to the negotiating table and work
18 something out.

19 The debtors' argument about, well, if it's gonna go to
20 the Circuit, it's gonna be warranted in every case. I don't
21 think that's a prospect. I've been doing this for almost 30
22 years now. This is my first request for certification. Judge
23 Beyer's been at it almost 12 and this is her first, or Bestwall
24 was her first. I don't know if Judge Hodges ever had one. I'm
25 pretty sure Judge Wooten didn't.

Exhibit 2

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1 Finally, on the PI point, your Honor, we find that
2 also a little bit ironic. Because it's the -- the -- I think
3 Maune Raichle, or Mr. Thompson keeps saying it's the funding
4 agreements that were the basis for the PI. We sort of see it
5 as the opposite. That's when your Honor started to express
6 concerns about the funding agreements. It wasn't that the PI
7 was based on the funding agreements and in fact, Maune Raichle
8 keeps saying your Honor extended the automatic stay. My
9 recollection is based on the debtors' summary judgment motion
10 your Honor found that the automatic stay applied to claims
11 against Non-Debtor Affiliates. It wasn't you extended the
12 automatic stay. The automatic stay existed, already.

13 So we don't think that recitation of the facts,
14 either, is correct, nor applicable.

15 Your Honor, in conclusion, we find this motion to be
16 not only improper and harassment, but sort of odd. It came out
17 of leftfield. Why is this motion being presented now. We
18 question the motivations. It was filed at the time when the
19 Fourth Circuit was considering certification. We think it has
20 something to do with that.

21 But for all the reasons mentioned, we think it's a
22 waste of your Honor's time. It's not an actual motion, itself.
23 It's not proper. It's procedurally improper.

24 We do find it a little bit troubling. We see a
25 pattern and practice here developing with the Maune firm that's

1 led them to be sanctioned already once in the Bestwall case and
2 some developing problems in that case, again. We hope that
3 that doesn't continue here. If it does, I suppose we'll have
4 to address that down the road on another day, probably with
5 your Honor's successor.

6 But for today, your Honor, we would simply ask that
7 you deny the "so-called motion" for all the reasons mentioned.

8 Thank you.

9 THE COURT: Okay. Thank you.

10 Mr. Mascitti.

11 MR. MASCITTI: Good morning, your Honor. Greg
12 Mascitti, McCarter English, on behalf of the Non-Debtor
13 Affiliates.

14 Your Honor, I had a, a moment of panic when I saw the
15 first slide and the, and the movants called their motion a
16 "funding motion." I thought for a second maybe I prepared for
17 the wrong motion. And then towards the end of the argument I
18 had a similar concern when counsel was talking about
19 reconsideration of the preliminary injunction order and had to
20 go back to the motion to see if I had, again, prepared for the
21 wrong motion.

22 I can only -- it seems like the request for relief is
23 a bit of a moving target and I can only address the relief
24 that's requested in the motion. And in the motion the movants
25 request that the Court compel the Non-Debtor Affiliates to make

1 Thank you, your Honor.

2 THE COURT: All right.

3 Mr. Thompson, you want the last word?

4 MR. THOMPSON: I'm satisfied.

5 THE COURT: Okay.

6 MR. THOMPSON: Thank you, Judge.

7 THE COURT: All right.

8 Okay. The great rock philosophers Three Dog Night
9 back in the 1970s had a song that said, "I've seen so many
10 things I've never seen before. I don't know what it is, but I
11 don't want to see no more." This is a most curious motion and
12 a most curious series, pair of responses.

13 I agree that on the frontend this appears to be a
14 request for an admission or a motion to reconsider the
15 preliminary injunction filed in the base case. The request for
16 an admission, obviously, we don't have the pending adversary
17 proceeding that we're proceeding under. I suppose it could be
18 renoticed and done in the preliminary injunction or a contested
19 matter. We don't -- similarly as noted, equitable relief is
20 generally sought under 7001 by adversary.

21 And I agree that the motion is asking to determine in
22 advance of these events hypothetical facts that are not
23 presently in prospect, dismissal of the case, given that the
24 Fourth Circuit just declined last week to, to do a direct
25 appeal of my order denying dismissal, and the fact that that is

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1 THE COURT: All right.

2 That got it?

3 It will not, probably, surprise anyone that I feel
4 compelled to deny the motion basically for the reasons stated
5 by the debtor and, and the FCR, if not going back to the
6 preliminary injunction and the reasons I stated then. I have
7 no doubt, I don't think anyone could have any reasonable doubt
8 that if I grant relief from stay to one creditor to liquidate
9 the claim, all of the claimants will -- not all -- but a
10 substantial number of the claimants, enough to wreck the
11 bankruptcy case, will seek like measure and that effectively
12 precipitates a *de facto* dismissal of the case. It will be
13 unable to go forward and even more so than at the time of the
14 preliminary injunction, now we've got some of these claims that
15 are estate claims under the first-crack doctrine that would be
16 asserted by individual claimants elsewhere as against New Trane
17 and the new entities, the "good" companies, if you will, and
18 it's even stronger in this case because now I have the ACC
19 bringing those causes of action. And so we would be
20 undermining our own lawsuits if we did that.

21 I don't think anything's really changed. I'm
22 appreciative of the fact that, that the underlying claim here
23 may be somewhat different than the norm, but the circumstance
24 of the case and the relationship of the claimants to the
25 reorganization has not changed in any material way.

Exhibit 4

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1 I'll let you all get your seats. Sorry.

2 MR. HARRON: Pardon us, your Honor. Sorry.

3 THE COURT: That's okay. I guess you never know when
4 we're gonna come back in, huh?

5 Having considered the motion for relief from stay and
6 the arguments of the parties and the responses and replies
7 thereto, let me start by saying, Mr. Thompson. Of course, I'm
8 sympathetic to Mr. Dale and his situation and I understand why
9 he would request to liquidate his claim, but I can't find that
10 there is cause to grant his motion for relief from stay.

11 You know, strictly speaking and considering the
12 Robbins factors, which are the applicable factors in this
13 Circuit, and considering Mr. Dale's case in isolation the Court
14 could, I suppose, conclude it's appropriate to grant the motion
15 for relief from stay. As bankruptcy courts, we often do that
16 so that a state court can liquidate claims that are based on
17 state court causes of action, as you all cited the Joyner case,
18 which is a Judge Stocks case from the Middle District of North
19 Carolina, but which is a very different case from, from this
20 case. I think that case involved two plaintiffs who were
21 seeking relief from stay to continue with a civil action in
22 state court that involved less than a handful of defendants,
23 one of whom was the debtor. But that case stands in stark
24 contrast to this case, which is a mass tort asbestos case with
25 an excess of 60,000 claimants and the Court is obliged to

1 consider the motion in that context and while it may be specula
2 to, speculative to assume that granting the Dales' motion for
3 relief from stay would result in a wave of similar motions, I
4 believe that that's a fair and reasonable assumption, as
5 apparently did Judge Whitley when he denied a similar motion in
6 the Aldrich case, and if I grant this motion I think I would be
7 hard pressed to deny future motions for relief from stay in
8 this case and that's especially true since the Dales have not
9 pled any unique facts or circumstances that would justify
10 lifting the stay as to them or otherwise distinguish their case
11 from the thousands of cases that are pending in state court.

12 In addition, I conclude I should deny the motion
13 because when considering the motion and the overall context of
14 this case, I think I should deny the motion for the same
15 reasons I determined I should grant the motion for a
16 preliminary injunction, which decision the Fourth Circuit
17 recently affirmed. And I agree with the, the debtor's
18 statement that the Fourth Circuit's opinion confirms the
19 importance of centralizing all of the pending claims in the
20 bankruptcy court and while the Fourth Circuit did say that
21 rather than waiting for plan confirmation, and I quote,
22 "Claimants can bring individual actions for relief based on the
23 specific facts of a particular claim," the Dales have not pled
24 any facts specific or unique to them to cause this Court to
25 find that there's cause to grant their motion for relief from

Exhibit 5

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UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

IN RE:	:	Case No. 17-31795-LTB
BESTWALL LLC,	:	Chapter 11
Debtor.	:	Charlotte, North Carolina Thursday, January 18, 2024 9:34 a.m.

: :

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE LAURA TURNER BEYER,
UNITED STATES BANKRUPTCY JUDGE

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14 For Wilson Buckingham and Ruckdeschel Law Firm, LLC
15 Angelika Weiss: BY: JONATHAN RUCKDESCHEL, ESQ.
16 8357 Main Street
17 Ellicott City, MD 21043

18 For Future Claimants' Young Conaway
19 Representative, Sander L. BY: SHARON ZIEG, ESQ.
20 Esserman: ERIN EDWARDS, ESQ.
21 1000 North King Street
22 Wilmington, DE 19801

23 Young Conaway
24 BY: FELTON E. PARRISH, ESQ.
25 Charlotte, NC 28204

For Official Committee of Robinson & Cole LLP
Asbestos Claimants: BY: NATALIE RAMSEY, ESQ.
DAVIS LEE WRIGHT, ESQ.
1201 N. Market Street, Suite 1406
Wilmington, DE 19801

Robinson & Cole LLP
BY: KATHERINE M. FIX, ESQ.
1650 Market Street, Suite 3600
Philadelphia, PA 19103

Hamilton Stephens
BY: LINDA W. SIMPSON, ESQ.
525 N. Tryon St., 14th Floor
Charlotte, NC 28202

25

1 APPEARANCES (continued):

2 For Georgia-Pacific LLC:

Rayburn Cooper & Durham, P.A.
BY: JOHN R. MILLER, JR., ESQ.
227 West Trade Street, Suite 1200
Charlotte, NC 28202

4

Debevoise & Plimpton
BY: MARK P. GOODMAN, ESQ.
66 Hudson Boulevard
New York, NY 10001

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APPEARANCES (via telephone):

SANDER L. ESSERMAN
Future Claimants' Representative
2323 Bryan Street, Suite 2200
Dallas, TX 75201-2689

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1 opposition to the motion for relief from stay and the arguments
2 at today's hearing, I conclude I should deny the motion for
3 relief from stay and in large part, I do so for the same
4 reasons I denied the Dales' motion for relief from stay, the
5 order for which was entered about one month ago, and for the
6 same reasons I granted the preliminary injunction motion early
7 on in this case, but I will add a few things to the remarks
8 that I made when I ruled on the Dales' motion for relief from
9 stay.

10 Consideration of the Robbins factors, particularly the
11 second factor, that being whether modifying the stay will
12 promote judicial economy and whether there would be greater
13 interference with the bankruptcy case if the stay were not
14 lifted because matters would have to be litigated in bankruptcy
15 court, I believe and find weighs against modifying the
16 automatic stay.

17 As I said in the Dales' case, I can't look at
18 modifying the stay in Mr. Buckingham's case in isolation, at
19 least particularly not with respect to the second prong. That
20 issue must be considered in the context of this case being a
21 mass tort case and because that is the reality in which we find
22 ourselves, I still conclude that if I granted Mr. Buckingham's
23 motion for relief from stay I would be obliged to grant the
24 motion for relief from stay of most, if not all, claimants who
25 sought similar relief. That is true for Mr. Buckingham as it

1 pending motion for relief from stay in Carolin. That issue was
2 not on the table and they cited to 362 because it includes the
3 word "cause" as does 1112(b). And the Fourth Circuit was
4 defining what that broad language means and of course,
5 ultimately concluded that it supports the construction that a
6 debtor's lack of good faith may constitute cause for dismissal
7 of a petition.

8 Similarly, the Fourth Circuit points out that 362
9 "inferentially permits inquiry into the debtor's good faith in
10 commencing this case as a whole," and it cites Collier's for
11 that proposition.

12 In his reply, Mr. Buckingham accurately points out
13 that, "Nowhere in Carolin does the Fourth Circuit indicate that
14 its two-pronged approach to dismissal is applicable to motions
15 for relief from stay." I guess I would add, though, but
16 nowhere does it say that it doesn't and to me, it defies logic
17 to conclude that the two-prong standard doesn't apply in the
18 context of this case and I underscore that statement if
19 considering whether to grant relief from stay on the basis that
20 the case was filed in bad faith. In other words, it can't be
21 that a less stringent standard applies to a relief from stay
22 motion which, if granted, would result in the dismissal of the
23 case. To conclude otherwise would mean that I could deny the
24 motions to dismiss the case as a bad faith filing for failure
25 to meet the objective futility prong of the two-prong standard,

1 but grant relief from stay upon the finding of subjective bad
2 faith. If I granted such relief from stay to one claimant, I
3 would be obliged to grant it to all claimants, again resulting
4 in the dismissal of this case and standing in stark contrast to
5 the proposition for which I have held Carolin stands.

6 And as a practical matter, you know, this issue isn't
7 gonna come up in other cases because in chapter 11 cases the
8 Court wouldn't grant a motion for relief from stay if the case
9 was filed in bad faith. The Court would dismiss the case. And
10 that was true in a couple of the cases that were cited by
11 Mr. Buckingham in his Footnote 6. There were both motions to
12 dismiss and motions for relief from stay that were pending.
13 The Court granted the motion to dismiss, but denied the motion
14 for relief from stay as moot or didn't otherwise consider it.

15 Otherwise, with respect to the cases Mr. Buckingham
16 cites in support of his argument that a lack of good faith
17 constitutes cause for lifting the stay, I agree with the debtor
18 that those cases are distinguishable. None of them were mass
19 tort cases with tens of thousands of claims pending against the
20 debtor.

21 I would also note that several of the cases include no
22 reference to 362 or the automatic stay and the Basin Electric
23 Cooperative case was an involuntary petition in which the
24 district court concluded the petition should have been
25 dismissed based on the petitioning creditors' bad faith. My

Exhibit 6

DAHL-CHASE DIAGNOSTIC SERVICES

417 State St Suite 540
Bangor, ME 04401

Phone: (207) 941-8200
Fax: (207) 990-4848

SURGICAL PATHOLOGY REPORT

Name:	Beaudoin, Shaun	Pathology Number:	S-23-51214
DOB:	██████ Sex: M	Date of Procedure:	10/11/2023 5:13:00 PM
Facility:	NL Eastern Maine Medical Center	Date of Accession:	10/11/2023 7:33:34 PM
Dept:	OR	Medical Record ID:	1353090
To:	Christopher Wigfield, MD NL EMMC(CardiothoracicSurgery) 417 State St.Webber E. Ste.421 BANGOR ME, 04401 (207) 973-5293	Ordering Clinician:	Christopher Wigfield, MD
		Reports to:	Christopher Wigfield, MD Ericka K. Marshall, FNP

TISSUE/SPECIMEN: 1. Multiple left lateral parietal pleura; 2. Left lateral rib segment; 3. Left posterior parietal pleura #1; 4. Left posterior parietal pleura #2; 5. Left posterior parietal pleura #3

DIAGNOSIS:

1. Left lateral parietal pleura, biopsy:
 - Diffuse pleural mesothelioma, biphasic-type. See comment.
2. Left lateral rib segment, excision:
 - Portion of histologically unremarkable rib.
3. Left posterior parietal pleura #1, biopsy:
 - Diffuse pleural mesothelioma, predominantly sarcomatoid-type with desmoplastic features. See comment.
4. Left posterior parietal pleura #2, biopsy:
 - Diffuse pleural mesothelioma, predominantly sarcomatoid-type with desmoplastic features. See comment.
5. Left posterior parietal pleura #3, biopsy:
 - Diffuse pleural mesothelioma, predominantly sarcomatoid-type with desmoplastic features. See comment.

Comment: The above diagnosis (part 1) is supported by positive immunohistochemical staining for calretinin, cytokeratin 5/6, D2-40 (patchy) and WT-1 and negative staining for Epcam (BerEP4), Claudin-4, TTF-1, Napsin A and p40. Immunohistochemical stains for cytokeratin AE1/AE3 and Cam5.2 support the diagnoses for parts 3-5.

Intradepartmental second pathologist consultation performed.

INTRAOPERATIVE CONSULTATION:

DAHL-CHASE DIAGNOSTIC SERVICES

Phone: (207) 941-8200

SURGICAL PATHOLOGY REPORT

Name: **Beaudoin, Shaun**

Pathology Number: **S-23-51214**

FS3A = left posterior parietal pleura #1: Portion of fibrous tissue with chronic inflammation, no definitive malignancy identified

Performed by Dr. Frederick Eyerer at Northern Light Eastern Maine Medical Center, Bangor, Maine

CLINICAL INFORMATION:

Left pulmonary mass

Post-op dx:

Procedure: Left minithoracotomy, left rib segment resection, multiple left pleural biopsies

GROSS DESCRIPTION:

Part 1. Received in formalin, identified as BEAUDOIN, SHAUN (9/25/1955): Multiple left lateral parietal pleura, is a 3.8 x 3.6 x 1.1 cm aggregate of tan, rubbery membranous tissue and tan-yellow, lobulated adipose tissue. The specimen is submitted entirely in 1A-1G.

Part 2. Received in formalin, identified as BEAUDOIN, SHAUN (9/25/1955): Left lateral rib segment, is a 3.0 x 1.8 x 1.0 cm portion of tan-yellow bone with moderate attached tan-gray, shaggy soft tissue. Representative sections are submitted in 2A, following decalcification.

Part 3. Received fresh, identified as BEAUDOIN, SHAUN (9/25/1955): Left posterior parietal pleura #1, is a 1.0 x 0.8 x 0.3 cm portion of tan-gray, rubbery membranous tissue. The specimen is submitted for frozen section as FS3A, now as 3A.

Part 4. Received in formalin, identified as BEAUDOIN, SHAUN (9/25/1955): Left posterior parietal pleura #2, is a 2.7 x 2.5 x 1.3 cm aggregate of tan-gray, rubbery membranous tissue. The specimen is submitted entirely in 4A-4D.

Part 5. Received in formalin, identified as BEAUDOIN, SHAUN (9/25/1955): Left posterior parietal pleura #3, is a 1.7 x 1.2 x 0.8 cm portion of tan-white fibrous tissue. The specimen is trisected and submitted entirely in 5A. (KR)

Orin W. Buetens, M.D. Final electronically signed 10/17/2023

Exhibit 7



CIVIL TRACKING ORDER (STANDING ORDER 1- 88)	DOCKET NUMBER 2481CV00402	Trial Court of Massachusetts The Superior Court
CASE NAME: Beaudoin, Shaun et al vs. A.o. Smith Water Products Company et al		Michael A. Sullivan, Clerk of Court Middlesex County
TO: Keith W Binder, Esq. MRHFM, LLC 150 W 30th St Suite 201 New York, NY 10001		COURT NAME & ADDRESS Middlesex County Superior Court - Woburn 200 Trade Center Woburn, MA 01801

TRACKING ORDER - A - Average

You are hereby notified that this case is on the track referenced above as per Superior Court Standing Order 1-88. The order requires that the various stages of litigation described below must be completed not later than the deadlines indicated.

STAGES OF LITIGATION

DEADLINE


	SERVED BY	FILED BY	HEARD BY
Service of process made and return filed with the Court		05/09/2024	
Response to the complaint filed (also see MRCP 12)		06/10/2024	
All motions under MRCP 12, 19, and 20	06/08/2024	07/08/2024	08/07/2024
All motions under MRCP 15	04/04/2025	05/05/2025	05/05/2025
All discovery requests and depositions served and non-expert depositions completed	01/29/2026		
All motions under MRCP 56	03/02/2026	03/30/2026	
Final pre-trial conference held and/or firm trial date set			07/28/2026
Case shall be resolved and judgment shall issue by			02/08/2027

The final pre-trial deadline is not the scheduled date of the conference. You will be notified of that date at a later time.

Counsel for plaintiff must serve this tracking order on defendant before the deadline for filing return of service.

This case is assigned to

DATE ISSUED 02/12/2024	ASSISTANT CLERK	PHONE
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CIVIL ACTION COVER SHEET		DOCKET NUMBER 2481CV00402	Massachusetts Trial Court Superior Court	
		COUNTY Middlesex Superior Court (Woburn)		
Plaintiff: SHAUN BEAUDOIN and LISA BEAUDOIN		Defendant: A.O. SMITH WATER PRODUCTS COMPANY, et al.		
ADDRESS: 28 Downes Street Calais, ME 04619		ADDRESS:		
Plaintiff Attorney: Keith W. Binder, Esq. ADDRESS: Maune Faichie Hartley French & Mudd, LLC 150 W. 30th Street, Suite 201 New York, NY 10001		Defendant Attorney: ADDRESS:		
BBO:		BBO:		
TYPE OF ACTION AND TRACK DESIGNATION (see instructions section on next page)				
CODE NO.	TYPE OF ACTION (specify)	TRACK A	HAS A JURY CLAIM BEEN MADE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
*If "Other" please describe:				
Is there a claim under G.L. c. 93A? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		Is there a class action under Mass. R. Civ. P. 23? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money damages. (Note to plaintiff: for this form, do not state double or treble damages; indicate single damages only.)				
TORT CLAIMS				
A. Documented medical expenses to date		FILED IN THE OFFICE OF THE CLERK OF COURTS FEB 09 2024		
1. Total hospital expenses		Unknown		
2. Total doctor expenses		Unknown		
3. Total chiropractic expenses		Unknown		
4. Total physical therapy expenses		Unknown		
5. Total other expenses (describe below)		Unknown		
		FOR MIDDLESEX COUNTY CLERK		
		Subtotal (1-5):	\$0.00	
B. Documented lost wages and compensation to date		Unknown		
C. Documented property damages to date		Unknown		
D. Reasonably anticipated future medical and hospital expenses		Unknown		
E. Reasonably anticipated lost wages		Unknown		
F. Other documented items of damages (describe below)		Unknown		
		TOTAL (A-F): \$50,000,000.00		
G. Briefly describe plaintiff's injury, including the nature and extent of the injury:				
Plaintiff suffered greatly from an asbestos related mesothelioma caused by exposure to asbestos-containing products manufactured, supplied, distributed, used, and sold by defendants.				
CONTRACT CLAIMS				
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).				
Item #	Detailed Description of Each Claim		Amount	
1.				
			Total	
Signature of Attorney/Self-Represented Plaintiff: X			Date:	
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION UNDER S.J.C. RULE 1:18(5)				
I hereby certify that I have complied with requirements of Rule 5 of Supreme Judicial Court Rule 1:18: Uniform Rules on Dispute Resolution, requiring that I inform my clients about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods of dispute resolution.				
Signature of Attorney: X			Date: February 8, 2024	

**CIVIL ACTION COVER SHEET INSTRUCTIONS –
SELECT A CATEGORY THAT BEST DESCRIBES YOUR CASE***

<p>AC Actions Involving the State/Municipality†</p> <p>AA1 Contract Action involving Commonwealth, Municipality, MBTA, etc. (A)</p> <p>AB1 Tortious Action involving Commonwealth, Municipality, MBTA, etc. (A)</p> <p>AC1 Real Property Action involving Commonwealth, Municipality, MBTA etc. (A)</p> <p>AD1 Equity Action involving Commonwealth, Municipality, MBTA, etc. (A)</p> <p>AE1 Administrative Action involving Commonwealth, Municipality, MBTA, etc. (A)</p> <p>CN Contract/Business Cases</p> <p>A01 Services, Labor, and Materials (F)</p> <p>A02 Goods Sold and Delivered (F)</p> <p>A03 Commercial Paper (F)</p> <p>A04 Employment Contract (F)</p> <p>A05 Consumer Revolving Credit - M.U.C.P. 8.1 (F)</p> <p>A06 Insurance Contract (F)</p> <p>A08 Sale or Lease of Real Estate (F)</p> <p>A12 Construction Dispute (A)</p> <p>A14 Interpleader (F)</p> <p>BA1 Governance, Conduct, Internal Affairs of Entities (A)</p> <p>BA3 Liability of Shareholders, Directors, Officers, Partners, etc. (A)</p> <p>BB1 Shareholder Derivative (A)</p> <p>BB2 Securities Transactions (A)</p> <p>BC1 Mergers, Consolidations, Sales of Assets, Issuance of Debt, Equity, etc. (A)</p> <p>BD1 Intellectual Property (A)</p> <p>BD2 Proprietary Information or Trade Secrets (A)</p> <p>BG1 Financial Institutions/Funds (A)</p> <p>BH1 Violation of Antitrust or Trade Regulation Laws (A)</p> <p>A99 Other Contract/Business Action - Specify (F)</p> <p><small>* See Superior Court Standing Order 1-88 for an explanation of the tracking deadlines for each track designation: F, A, and X. On this page, the track designation for each case type is noted in parentheses.</small></p> <p><small>† Choose this case type if ANY party is the Commonwealth, a municipality, the MBTA, or any other governmental entity UNLESS your case is a case type listed under Administrative Civil Actions (AA).</small></p> <p><small>‡ Choose this case type if ANY party is an incarcerated party, UNLESS your case is a case type listed under Administrative Civil Actions (AA) or is a Prisoner Habeas Corpus case (E97).</small></p>	<p>ER Equitable Remedies</p> <p>D01 Specific Performance of a Contract (A)</p> <p>D02 Reach and Apply (F)</p> <p>D03 Injunction (F)</p> <p>D04 Reform/ Cancel Instrument (F)</p> <p>D05 Equitable Replevin (F)</p> <p>D06 Contribution or Indemnification (F)</p> <p>D07 Imposition of a Trust (A)</p> <p>D08 Minority Shareholder's Suit (A)</p> <p>D09 Interference in Contractual Relationship (F)</p> <p>D10 Accounting (A)</p> <p>D11 Enforcement of Restrictive Covenant (F)</p> <p>D12 Dissolution of a Partnership (F)</p> <p>D13 Declaratory Judgment, G.L. c. 231A (A)</p> <p>D14 Dissolution of a Corporation (F)</p> <p>D99 Other Equity Action (F)</p> <p>PA Civil Actions involving Incarcerated Party ‡</p> <p>PA1 Contract Action involving an Incarcerated Party (A)</p> <p>PB1 Tortious Action involving an Incarcerated Party (A)</p> <p>PC1 Real Property Action involving an Incarcerated Party (F)</p> <p>PD1 Equity Action involving an Incarcerated Party (F)</p> <p>PE1 Administrative Action involving an Incarcerated Party (F)</p> <p>IR Torts</p> <p>B03 Motor Vehicle Negligence - Personal Injury/Property Damage (F)</p> <p>B04 Other Negligence - Personal Injury/Property Damage (F)</p> <p>B05 Products Liability (A)</p> <p>B06 Malpractice - Medical (A)</p> <p>B07 Malpractice - Other (A)</p> <p>B08 Wrongful Death - Non-medical (A)</p> <p>B15 Defamation (A)</p> <p>B19 Asbestos (A)</p> <p>B20 Personal Injury - Slip & Fall (F)</p> <p>B21 Environmental (F)</p> <p>B22 Employment Discrimination (F)</p> <p>BE1 Fraud, Business Torts, etc. (A)</p> <p>B99 Other Tortious Action (F)</p> <p>RP Summary Process (Real Property)</p> <p>S01 Summary Process - Residential (X)</p> <p>S02 Summary Process - Commercial/ Non-residential (F)</p>	<p>RP Real Property</p> <p>C01 Land Taking (F)</p> <p>C02 Zoning Appeal, G.L. c. 40A (F)</p> <p>C03 Dispute Concerning Title (F)</p> <p>C04 Foreclosure of a Mortgage (X)</p> <p>C05 Condominium Lien & Charges (X)</p> <p>C99 Other Real Property Action (F)</p> <p>MC Miscellaneous Civil Actions</p> <p>E18 Foreign Discovery Proceeding (X)</p> <p>E97 Prisoner Habeas Corpus (X)</p> <p>E22 Lottery Assignment, G.L. c. 10, § 28 (X)</p> <p>AB Abuse/Harassment Prevention</p> <p>E15 Abuse Prevention Petition, G.L. c. 209A (X)</p> <p>E21 Protection from Harassment, G.L. c. 258E(X)</p> <p>AA Administrative Civil Actions</p> <p>E02 Appeal from Administrative Agency, G.L. c. 30A (X)</p> <p>E03 Certiorari Action, G.L. c. 249, § 4 (X)</p> <p>E05 Confirmation of Arbitration Awards (X)</p> <p>E06 Mass Antitrust Act, G.L. c. 93, § 9 (A)</p> <p>E07 Mass Antitrust Act, G.L. c. 93, § 8 (X)</p> <p>E08 Appointment of a Receiver (X)</p> <p>E09 Construction Surety Bond, G.L. c. 149, §§ 29, 29A (A)</p> <p>E10 Summary Process Appeal (X)</p> <p>E11 Worker's Compensation (X)</p> <p>E16 Auto Surcharge Appeal (X)</p> <p>E17 Civil Rights Act, G.L. c.12, § 11H (A)</p> <p>E24 Appeal from District Court Commitment, G.L. c.123, § 9(b) (X)</p> <p>E94 Forfeiture, G.L. c. 265, § 56 (X)</p> <p>E95 Forfeiture, G.L. c. 94C, § 47 (F)</p> <p>E99 Other Administrative Action (X)</p> <p>Z01 Medical Malpractice - Tribunal only, G.L. c. 231, § 60B (F)</p> <p>Z02 Appeal Bond Denial (X)</p> <p>SO Sex Offender Review</p> <p>E12 SDP Commitment, G.L. c. 123A, § 12 (X)</p> <p>E14 SDP Petition, G.L. c. 123A, § 9(b) (X)</p> <p>RC Restricted Civil Actions</p> <p>E19 Sex Offender Registry, G.L. c. 6, § 178M (X)</p> <p>E27 Minor Seeking Consent, G.L. c.112, § 12S(X)</p>
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TRANSFER YOUR SELECTION TO THE FACE SHEET

EXAMPLE:

CODE NO.	TYPE OF ACTION (specify)	TRACK	HAS A JURY CLAIM BEEN MADE?
B03	Motor Vehicle Negligence-Personal Injury	<u>F</u>	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

STATEMENT OF DAMAGES REQUIRED BY G.L. c. 212, § 3A

DUTY OF THE PLAINTIFF — On the face of the Civil Action Cover Sheet (or on attached additional sheets, if necessary), the plaintiff shall state the facts on which the plaintiff relies to determine money damages. A copy of the completed Civil Action Cover Sheet, including the statement concerning damages, shall be served with the complaint. **A clerk-magistrate shall not accept for filing a complaint, except as otherwise provided by law, unless it is accompanied by such a statement signed by the attorney or self-represented litigant.**

DUTY OF THE DEFENDANT — If the defendant believes that the statement of damages filed by the plaintiff is inadequate, the defendant may file with the defendant's answer a statement specifying the potential damages which may result if the plaintiff prevails.

**A CIVIL ACTION COVER SHEET MUST BE FILED WITH EACH COMPLAINT.
IF THIS COVER SHEET IS NOT FILLED OUT THOROUGHLY AND
ACCURATELY, THE CASE MAY BE DISMISSED.**

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

SUPERIOR COURT
DEPARTMENT OF THE
TRIAL COURT

_____ X

SHAUN BEAUDOIN and LISA BEAUDOIN,

CIVIL ACTION NO. 2981CV00402

Plaintiffs,

v.

A.O. SMITH WATER PRODUCTS COMPANY
A.W. CHESTERTON COMPANY
ADVANCED THERMAL HYDRONICS, LLC,
f/k/a The Hydrotherm Corporation, and as
successor-in-interest to Hydrotherm, Inc.

AM GENERAL LLC

AMERICAN PREMIER UNDERWRITERS,
INC., individually and as successor to PCC
Technical Industries, Inc., f/k/a Boiler
Technologies, Inc., individually and as
successor to Hydrotherm, Inc.

MG 2/9/2024
RECEIVED

APPLE VALLEY CATHOLIC
COLLABORATIVE, individually and as
successor-in-interest to St. Elizabeth of
Hungary

AUTO MACHINE SERVICE, INC.

BRYAN STEAM, LLC

BURNHAM LLC

CANVAS MW, LLC, formerly known as The
Marley-Wylain Company

CARRIER CORPORATION

CLEAVER-BROOKS, INC.

COLONIAL AUTOMOTIVE GROUP, INC.

COLUMBIA BOILER COMPANY OF
POTTSTOWN

COMPUDYNE, LLC f/k/a CompuDyne
Corporation, individually and as successor to
York Shipley, Inc.

DEACONESS ABUNDANT LIFE SERVICES,
INC.

DISTRIBUTOR CORPORATION OF NEW
ENGLAND

ECR INTERNATIONAL, INC., f/k/a Dunkirk Radiator Corporation and as successor by merger to The Utica Companies, Inc.
EMERSON-SWAN, INC.
EMERSON HOSPITAL
ENSINGER, INC.
F.W. WEBB COMPANY
FEDERAL MOGUL ASBESTOS PERSONAL INJURY TRUST, as Successor to Felt Products Manufacturing Co.
FLOWERVE US INC., as successor-in-interest to Anchor/Darling Valve Company
FLOWERVE US INC., solely as successor to Rockwell Manufacturing Company, Edward Valves, Inc., Nordstrom Valves, Inc., and Edward Vogt Valve Company
FORD MOTOR COMPANY
FORT KENT HOLDINGS, INC., f/k/a Dunham-Bush, Inc.
FULTON BOILER WORKS, INC.
GENERAL ELECTRIC COMPANY
GENUINE PARTS COMPANY
GOULDS PUMPS LLC
GRINNELL LLC
HONEYWELL INTERNATIONAL INC., f/k/a AlliedSignal, Inc., as successor-in-interest to The Bendix Corporation
ITT LLC f/k/a ITT Corp., Bell & Gossett Co., Kennedy Valve Mfg. Co., Inc., and Hoffman Specialty Manufacturing Co.
JENKINS BROS.
JOHN WOOD COMPANY, LLC
MANCHESTER TANK & EQUIPMENT CO., individually and as successor-in-interest to Brunner Engineering & Manufacturing
MCWANE, INC., as successor-in-interest to Manchester Tank & Equipment Co. and Brunner Engineering & Manufacturing
MESTEK, INC., individually and as successor-in-interest to The Hydrotherm Corporation and as successor-in-interest to Hydrotherm, Inc.
NEW YORKER BOILER COMPANY, INC.
PNEUMO ABEX LLC, successor in interest to Abex Corporation
R.W. BECKETT CORPORATION
REDCO CORPORATION f/k/a Crane Co.

RHEEM MANUFACTURING COMPANY
SUPERIOR BOILER WORKS, INC.
TACO, INC.
THE H.B. SMITH COMPANY, INC.
THE HAARTZ CORPORATION
THE WILLIAM POWELL COMPANY
UNION CARBIDE CORPORATION
WOLVERINE BRASS, INC.

Defendants

X

PARTY PLAINTIFFS

1. Plaintiffs SHAUN BEAUDOIN and LISA BEAUDOIN reside at [REDACTED]

PARTY DEFENDANTS

2. A.O. SMITH WATER PRODUCTS COMPANY is a corporation organized under the laws of Wisconsin with its principal place of business at Milwaukee, Wisconsin, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

3. A.W. CHESTERTON COMPANY is a corporation organized under the laws of Massachusetts with its principal place of business at 9700 St. Vincent Avenue, Shreveport, LA 71106.

4. ADVANCED THERMAL HYDRONICS, LLC, f/k/a The Hydrotherm Corporation, and as successor-in-interest to Hydrotherm, Inc., is a Delaware Corporation and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

5. AM GENERAL LLC is organized under the laws of Delaware, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

6. AMERICAN PREMIER UNDERWRITERS, INC., individually and as successor to PCC Technical Industries, Inc., d/k/a Boiler Technologies, Inc., individually and as successor to Hydrotherm, Inc., is a corporation organized under the laws of Ohio with its principal place of business in Cincinnati, Ohio, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

7. APPLE VALLEY CATHOLIC COLLABORATIVE, individually and as successor-in-interest to St. Elizabeth of Hungary is a Massachusetts corporation with its principal place of business in Massachusetts, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

8. AUTO MACHINE SERVICE, INC. is a corporation organized under the laws of New Jersey with its principal place of business in New Jersey, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

9. BRYAN STEAM, LLC is a corporation organized under the laws of Delaware with its principal place of business at 783 N. 46970, Peru, IN 46970, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

10. BURNHAM LLC is a corporation organized under the laws of Pennsylvania and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

11. CANVAS MW, LLC, formerly known as The Marley-Wylain Company, is a Delaware corporation with its principal place of business located in Michigan City, Indiana, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

12. CARRIER CORPORATION is a corporation organized under the laws of Delaware with its principle place of business in Palm Beach Gardens, Florida, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

13. CLEAVER-BROOKS, INC. is a corporation organized under the laws of Delaware with its principle place of business in Thomasville, Georgia, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

14. COLONIAL AUTOMOTIVE GROUP, INC. is a corporation organized under the laws of Massachusetts with its principal place of business at 171 Great Rd., Acton, MA 01720.

15. COLUMBIA BOILER COMPANY OF POTTSTOWN is a corporation organized under the laws of Pennsylvania with its principal place of business at 390 Old Reading Pike, Pottstown, PA 19464, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

16. COMPUDYNE, LLC f/k/a CompuDyne Corporation, individually and as successor to York Shipley, Inc., is a Minnesota Corporation with its principal place of business at 1 Corporate Dr. Ste G, Cranbury, NJ 08512-3635, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

17. DEACONESS ABUNDANT LIFE SERVICES, INC. is a Massachusetts Corporation with its principal place of business at 80 Deaconess Road, Concord, MA 01742, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

18. DISTRIBUTOR CORPORATION OF NEW ENGLAND a is a Massachusetts Corporation with its principal place of business at 767 Eastern Ave., Malden, MA 02148.

19. ECR INTERNATIONAL, INC., f/k/a Dunkirk Radiator Corporation and as successor by merger to The Utica Companies, Inc., is a corporation organized under the laws of New York with its principal place of business in Utica, New York, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

20. EMERSON-SWAN, INC. is a Massachusetts Corporation with its principal place of business at 300 Pond St., Randolph, MA 02368.

21. EMERSON HOSPITAL a Massachusetts Corporation with its principal place of business at Nine Acres Corner, Concord, MA 01742.

22. ENSINGER, INC. is a Pennsylvania Corporation with its principal place of business in Washington, Pennsylvania, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

23. F.W. WEBB COMPANY is a Massachusetts Corporation with its principal place of business at 160 Middlesex Turnpike, Bedford, MA 01730.

24. FEDERAL MOGUL ASBESTOS PERSONAL INJURY TRUST, as Successor to Felt Products Manufacturing Co. is a Delaware Corporation and on information and belief has

conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

25. FLOWSERVE US INC., as successor-in-interest to Anchor/Darling Valve Company, is a Delaware Corporation with its principal place of business in Texas and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

26. FLOWSERVE US INC., solely as successor to Rockwell Manufacturing Company, Edward Valves, Inc., Nordstrom Valves, Inc., and Edward Vogt Valve Company, is a Delaware Corporation with its principal place of business in Texas and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

27. FORD MOTOR COMPANY is organized under the laws of Delaware with its principal place of business in Dearborn, Michigan, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

28. FORT KENT HOLDINGS, INC., f/k/a Dunham-Bush, Inc. is organized under the laws of Delaware with its principal place of business at 68-1692 Nanala Ct., Waikoloa, HI 96738, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

29. FULTON BOILER WORKS, INC. is organized under the laws of New York with its principal place of business in Pulaski, New York, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

30. GENERAL ELECTRIC COMPANY is organized under the laws of New York with its principal place of business in Massachusetts and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

31. GENUINE PARTS COMPANY is a New York corporation with its principal place of business in Atlanta, Georgia, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

32. GOULDS PUMPS LLC is a Delaware corporation with its principal place of business in Seneca Falls, New York, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

33. GRINNELL LLC is a Delaware corporation with its principal place of business in Lansdale, Pennsylvania, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

34. HONEYWELL INTERNATIONAL INC., f/k/a AlliedSignal, Inc., as successor-in-interest to The Bendix Corporation, is a Delaware Corporation with its principal place of business in North Carolina and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

35. ITT LLC f/k/a ITT Corp., Bell & Gossett Co., Kennedy Valve Mfg. Co., Inc., and Hoffman Specialty Manufacturing Co. is a New York corporation with its principal place of business in Stamford, Connecticut, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

36. JENKINS BROS. is a New Jersey corporation with its principal place of business in New Jersey and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

37. JOHN WOOD COMPANY, LLC is a corporation organized under the laws of Delaware with its principal place of business in Valley Forge, Pennsylvania, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

38. MANCHESTER TANK & EQUIPMENT CO., individually and as successor-in-interest to Brunner Engineering & Manufacturing is a corporation organized under the laws of California, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

39. MCWANE, INC., as successor-in-interest to Manchester Tank & Equipment Co. and Brunner Engineering & Manufacturing is a corporation organized under the laws of Delaware with its principal place of business in Birmingham, Alabama, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

40. MESTEK, INC., individually and as successor-in-interest to The Hydrotherm Corporation and as successor-in-interest to Hydrotherm, Inc., is a Massachusetts corporation with its principal place of business at 260 North Elm Street Westfield, MA 01085, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

41. NEW YORKER BOILER COMPANY, INC. is a corporation organized under the laws of Pennsylvania with its principal place of business in Lancaster, Pennsylvania, and on

information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

42. PNEUMO ABEX LLC, successor in interest to Abex Corporation, is a corporation organized under the laws of Delaware and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

43. R.W. BECKETT CORPORATION is a corporation organized under the laws of Ohio with its principal place of business in North Ridgeville, Ohio, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

44. REDCO CORPORATION f/k/a Crane Co. is a Connecticut corporation with its principal place of business in Stamford, Connecticut, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries.

45. RHEEM MANUFACTURING COMPANY is a corporation organized under the laws of Delaware with its principal place of business at 1100 Abernathy Road, Suite 1700, Atlanta, GA, 30328, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries.

46. SUPERIOR BOILER WORKS, INC. is a corporation organized under the laws of Kansas with its principal place of business at 3524 E. 4th Street, Hutchinson, KS 67501, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries.

47. TACO, INC. is a corporation organized under the Laws of Rhode Island with its principal place of business at 1160 Cranston Street Cranston, RI 02920 and on information and

belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries.

48. THE H.B. SMITH COMPANY, INCORPORATED is a Massachusetts corporation with its principal place of business at 47 Westfield Industrial Park R Westfield, MA 01085, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries.

49. THE HAARTZ CORPORATION is a Massachusetts corporation with its principal place of business at 87 Hayward Road, Acton, MA 01720.

50. THE WILLIAM POWELL COMPANY is an Ohio Corporation with its principal place of business in Cincinnati, Ohio, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries.

51. UNION CARBIDE CORPORATION is a New York corporation with its principal place of business in the state of Texas. Union Carbide Corporation has conducted business in and has derived substantial revenue from the Commonwealth of Massachusetts.

52. WOLVERINE BRASS, INC. is a Massachusetts Corporation with its principal place of business at 259 Worcester Street, Southbridge, MA 01550, and on information and belief has conducted business in the Commonwealth of Massachusetts itself and through its subsidiaries and predecessor.

53. As used in this Complaint, the terms "defendant," "defendants" or "defendant corporations" shall include the party defendants identified in paragraphs 2, and their predecessors and successors, which shall include, but is not limited to, any person, corporation, company or business entity which formed part of any combination, consolidation, merger or reorganization from which any party defendant was created or was the surviving corporation or other entity, or

into which any party defendant was merged, consolidated or reorganized; whose assets, stock, property, employees, customers, good will, products or product line was acquired by or from any party defendant; whose patent rights, trademark rights, trade secrets or goodwill was acquired by or from any party defendant; or, which was dominated or controlled by any party defendant to such an extent that said party defendant was the "alter ego" of said corporation.

54. The Plaintiffs' cause of action arises from the defendants: (a) transacting business in Massachusetts; (b) contracting to supply and/or sell goods in Massachusetts; (c) doing or causing a tortious act to be done within Massachusetts; and/or, (d) causing the consequence of a tortious act to occur within Massachusetts.

FACTUAL BACKGROUND

55. Plaintiff SHAUN BEAUDOIN is alleged to have been exposed to asbestos dust and fibers during his life as follows:

- a. From approximately 1968 until approximately 1975 and again beginning in approximately 1980 until approximately 1997, Plaintiff SHAUN BEAUDOIN worked for his family's plumbing business, Beaudoin Brothers Plumbing and Heating Inc., then located at 17 Beharrell Street, Concord, MA. Plaintiff did various types of plumbing, HVAC, renovation, and boiler work. Plaintiff's boiler work involved, but is not limited to, work with boilers, pumps, valves, gaskets, packing, insulating cement and other materials. Plaintiff worked on/with both residential and commercial boilers. Plaintiff repaired, ripped out, and installed hundreds of boilers in areas such as Concord, MA. Plaintiff frequently and regularly inhaled the dust created from his work and the work of others in his vicinity during this employment.

- b. From approximately 1976 until approximately 1979, Plaintiff SHAUN BEAUDOIN served in the United States Army. During that time, Plaintiff worked as a radio operator. For a period of his service, he worked in the immediate vicinity of, and assisted, mechanics doing work on vehicles in the motor pool. The vehicles consisted of jeeps, two and half ton trucks, and other vehicles. The work done by the mechanics included brake jobs, clutch work, gasket replacements, engine overhauls and other work that created visible dust that Plaintiff inhaled. The fibers and dust are known or suspected to have included asbestos dust and fibers.
- c. Beginning when he was a young teenager, Plaintiff SHAUN BEAUDOIN performed personal automotive work, including brake replacements. Plaintiff's work created visible dust that he regularly and frequently inhaled. The fibers and dust are known or suspected to have included asbestos dust and fibers.

56. During time periods set forth in paragraph 55, Plaintiff SHAUN BEAUDOIN regularly and frequently was exposed to, inhaled, and breathed in respirable asbestos fibers, dust and other finished and/or unfinished asbestos products, materials, machinery and equipment which were mined, milled, manufactured, fabricated, contracted, branded, rebranded, supplied, distributed, used, worked with, disturbed, modified, installed, maintained, repaired, removed, and specified by, and/or which occurred or originated at or on the premises owned, operated, controlled, supervised, maintained, or were otherwise the responsibility of the Defendants.

57. The asbestos and asbestos-containing products, materials, machinery, and equipment to which Plaintiff SHAUN BEAUDOIN was exposed were mined, milled, manufactured, fabricated, contracted, supplied, distributed, sold, purchased, and/or used by the Defendant corporations, acting through their duly authorized agents, servants, and employees, who

were then and there acting in the course and scope of their employment and in furtherance of the business of the Defendants.

58. The asbestos and asbestos-containing products, materials, machinery, and equipment to which Plaintiff SHAUN BEAUDOIN was exposed were used at Worksites, employers, locations, premises, and facilities owned, operated, maintained and controlled by the Defendant corporations, and at the direction, control, and supervision of the Defendant corporations, acting through their duly authorized agents, servants, and employees, who were then and there acting in the course and scope of their employment and in furtherance of the business of the Defendants.

59. At all times pertinent hereto, the Defendant corporations were engaged in the business of mining, milling, manufacturing, fabricating, contracting, supplying, distributing, and/or selling asbestos and asbestos-containing products.

60. As a direct and proximate result of breathing in and being exposed to asbestos dust and fibers from products, materials, machinery, and equipment mined, milled, manufactured, tested, furnished, packaged, contracted, distributed, delivered, sold and otherwise placed in the stream of commerce by the Defendants, and/or used at Worksites, employers, locations, premises, and facilities owned, operated, maintained and controlled by the Defendant corporations, and at the direction, control, and supervision of the Defendant corporations, Plaintiff SHAUN BEAUDOIN, developed mesothelioma, an asbestos-related disease. She suffered serious personal injuries, endured great pain of body and mind, suffered severe mental anguish and distress, had been prevented from transacting her business, had been required to undergo medical treatment, care and expense. Her earning capacity had been greatly impaired. Further, her next of kin have

been deprived of her services, protection, care, assistance, society, companionship, comfort, affection, guidance, counsel and advice.

**COUNT I
NEGLIGENCE
(CONSCIOUS PAIN AND SUFFERING)**

61. The plaintiff incorporates by reference paragraphs 1 through 60 above as if expressly alleged and set forth herein.

62. It was the duty of the defendant corporations to use and exercise reasonable and due care in the manufacture, fabrication, testing, inspection, production, marketing, packaging, contracting, distribution and sale of its asbestos and asbestos-containing products.

63. It was also the duty of the defendant corporations to provide detailed and adequate instructions relative to the proper and safe handling and use of their asbestos and asbestos-containing products, and to provide detailed and adequate warnings concerning any and all dangers, characteristics, and potentialities of their asbestos and asbestos-containing products.

64. It was the continuing duty of the defendant corporations to advise and warn purchasers, consumers, users, and prior purchasers, prior consumers, and prior users of all dangers, characteristics, potentialities and defects discovered subsequent to their initial marketing or sale of their asbestos and asbestos-containing products.

65. Yet, nevertheless, wholly disregarding the aforesaid duties, the defendant corporations breached their duties by: (a) failing to warn Plaintiff SHAUN BEAUDOIN of the dangers, characteristics, and potentialities of their asbestos-containing products when the defendant corporations knew or should have known that exposure to their asbestos-containing products would cause disease and injury; (b) failing to warn Plaintiff SHAUN BEAUDOIN of the dangers to which he was exposed when they knew or should have known of the dangers; (c) failing

to exercise reasonable care to warn Plaintiff SHAUN BEAUDOIN of what would be safe, sufficient, and proper protective clothing, equipment, and appliances when working with or near or being exposed to their asbestos and asbestos-containing products; (d) failing to provide safe, sufficient and proper protective clothing, equipment and appliances with their asbestos and asbestos-containing products; (e) failing to test its asbestos and asbestos-containing products in order to ascertain the extent of danger involved upon exposure thereto; (f) failing to conduct such research as should have been conducted in the exercise of reasonable care, in order to ascertain the dangers involved upon exposure to their asbestos and asbestos-containing products; (g) failing to remove the product or products from the market when the defendant corporations knew or should have known of the hazards of exposure to their asbestos and asbestos-containing products; (h) failing upon discovery of the dangers, hazards, and potentialities of exposure to asbestos to adequately warn and apprise Plaintiff SHAUN BEAUDOIN of said dangers, hazards, and potentialities discovered; (i) failing upon discovery of the dangers, hazards, and potentialities of exposure to asbestos to package said asbestos and asbestos-containing products so as to eliminate said dangers, hazards, and potentialities; and (j) generally using unreasonable, careless, and negligent conduct in the manufacture, fabrication, supply, and/or sale of their asbestos and asbestos-containing products.

66. As a direct and proximate result of the unreasonable, careless, and negligent conduct of the defendant corporations, Plaintiff SHAUN BEAUDOIN developed an asbestos-related disease. He suffered and continues to suffer serious personal injuries. He has incurred substantial medical expenses in connection with the treatment of his asbestos-related disease. His earning capacity has been greatly impaired.

67. The defendants knew, or with the reasonable exercise of care, should have known

of the dangerous characteristics, properties, and potentialities of asbestos and asbestos-containing products.

WHEREFORE, Plaintiff demands judgment against the defendants for a reasonable amount plus statutory interest and costs and for such other relief as shall be appropriate.

**COUNT II
BREACH OF EXPRESS AND IMPLIED WARRANTIES**

68. The plaintiff incorporates by reference paragraphs 1 through 67 above as expressly alleged and set forth herein.

69. Plaintiff SHAUN BEAUDOIN is a person whom the defendants could reasonably have expected to use, consume, or be affected by the defendants' asbestos and asbestos-containing products within the meaning of Massachusetts General Laws c. 106, secs. 2-314 and 2-318, as the defendants knew or had reason to know that their asbestos and asbestos-containing products would be used in various industries and that individuals such as the plaintiff's decedent would come in contact with such asbestos materials.

70. The defendants expressly and impliedly warranted that the asbestos and asbestos-containing products described above were merchantable, safe, and fit for their ordinary purposes, and the particular purposes and requirements of the Plaintiff SHAUN BEAUDOIN.

71. The defendants had reason to know of the particular purposes for which their asbestos and asbestos-containing products would be used.

72. Plaintiff SHAUN BEAUDOIN relied upon the defendants' skill or judgment in selecting suitable products for safe use.

73. The defendants breached these warranties, in that the asbestos and asbestos-containing products they sold were not merchantable, safe, suitable, or fit for their ordinary or particular purposes.

74. As a direct and proximate result of the defendants' breach of warranties, Plaintiff SHAUN BEAUDOIN an asbestos-related disease. He suffered serious personal injuries, endured and will continue to endure severe pain of body and mind. He has incurred substantial medical expenses in connection with the treatment of his asbestos-related disease. His earning capacity was greatly impaired. Further, his next of kin were deprived of her services, protection, care, assistance, society, companionship, comfort, affection, guidance, counsel and advice.

COUNT III
STRICT LIABILITY OF PREMISES DEFENDANTS DUE TO THE ABNORMALLY
DANGEROUS ACTIVITIES ON THEIR PREMISES

75. Plaintiffs repeat and restate all allegations in paragraphs 1 to 74 above.

76. APPLE VALLEY CATHOLIC COLLABORATIVE is/was the owner/operator of the premises at 89 Arlington St., Acton, MA (known as St. Elizabeth of Hungary Church) at which Plaintiff SHAUN BEAUDOIN worked when he was employed by Beaudoin Brothers Plumbing and Heating. While working at this location, Plaintiff was exposed to asbestos when he performed his work, which included work with the boiler and other heating and HVAC and plumbing equipment on the premises. Plaintiff may have also been exposed from the work of others at this premises during this time.

77. EMERSON HOSPITAL is/was the owner/operator of the premises at 133 Old Road to 9 Acre Corner, Concord, MA at which Plaintiff SHAUN BEAUDOIN worked when he worked for Beaudoin Brothers Plumbing and Heating. While working at this location, Plaintiff was exposed to asbestos when he performed his work, which included work with the boiler and other heating and HVAC and plumbing equipment on the premises. Plaintiff may have also been exposed from the work of others at this premises during this time.

78. THE HAARTZ CORPORATION is/was the owner/operator of the premises at 87

Hayward Rd., Acton, MA at which Plaintiff SHAUN BEAUDOIN worked when he worked for Beaudoin Brothers Plumbing and Heating. While working at this location, Plaintiff was exposed to asbestos when he performed his work, which included work with the boiler and other heating and HVAC and plumbing equipment on the premises. Plaintiff may have also been exposed from the work of others at this premises during this time.

79. DEACONESS ABUNDANT LIFE SERVICES is/was the owner/operator of the premises at 80 Deacon Rd. Concord, MA at which Plaintiff SHAUN BEAUDOIN worked when he worked for Beaudoin Brothers Plumbing and Heating. While working at this location, Plaintiff was exposed to asbestos when he performed his work, which included work with the boiler and other heating and HVAC and plumbing equipment on the premises. Plaintiff may have also been exposed from the work of others at this premises during this time.

80. APPLE VALLEY CATHOLIC COLLECTIVE, EMERSON HOSPITAL, THE HAARTZ CORPORATION, and DEACONESS ABUNDANT LIFE SERVICES are collectively referred to hereinafter as "the PREMISES. DEFENDANTS."

81. The PREMISES DEFENDANTS carried on or permitted to have carried on upon their premises, locations, buildings, facilities, worksites, and properties improper and abnormally dangerous activities including accepting delivery, storage, installation, maintenance, repair, work with, use, removal, and abatement of products, materials, machinery and equipment that used, incorporated, contained, and were designed to work with a toxic substance, to wit, asbestos. PREMISES DEFENDANTS also failed to adequately educate, warn, and instruct Plaintiff, concerning adequate and sufficient measures to protect himself from being exposed to asbestos dust and fibers. These activities and failures were carried on by PREMISES DEFENDANTS themselves, and/or by their employees, agents, and/or contractors acting with PREMISES

DEFENDANTS' permission, at their direction, with their knowledge and consent, and/or under their control and supervision.

82. The PREMISES DEFENDANTS knew, or with the reasonable exercise of care, should have known, that accepting delivery, storage, installation, maintenance, repair, work with, use, removal, and abatement of products, materials, machinery and equipment that used, incorporated, contained, and were designed to work with asbestos, is an abnormally dangerous activity. PREMISES DEFENDANTS further knew, or with the reasonable exercise of care, should have known, that those activities were likely to expose any individuals present at the PREMISES DEFENDANTS' premise (listed above) to asbestos dust and fibers.

83. At all relevant times, the PREMISES DEFENDANTS had ownership, custody, control, and/or supervision of their premises where asbestos and/or asbestos-containing products were being used, installed, removed or otherwise manipulated.

84. At all relevant times, Plaintiff was legally permitted to be present at the PREMISES DEFENDANTS' premises.

85. At all relevant times, the PREMISES DEFENDANTS directed, controlled, and/or supervised the work, tasks and duties of Plaintiff at the PREMISES DEFENDANTS' premises, as well as those of other individuals who worked in his vicinity, including outside contractors and/or invitees.

86. As a direct and proximate result of Plaintiff's exposure to asbestos dust and fibers originating and released from products, materials, machinery and equipment at the PREMISES DEFENDANTS' premises (as listed above) and as a result of the aforementioned activities, Plaintiff was caused to contract an asbestos-related disease, namely mesothelioma. Plaintiff ROBERT J. GILLIS has suffered serious personal injuries, has suffered severe emotional distress,

has incurred great mental and physical pain and suffering, was prevented from transacting his business, has suffered an impairment in his enjoyment of life, and has incurred great medical expenses. Further, his spouse and next of kin have been deprived of his services, protection, care, assistance, society, companionship, comfort, affection, guidance, counsel and advice.

WHEREFORE, Plaintiffs demand judgment against the Defendants for a reasonable amount plus statutory interest and costs, and for such other relief as shall be deemed appropriate.

COUNT IV
NEGLIGENCE OF PREMISES DEFENDANTS: PREMISES LIABILITY

87. Plaintiffs repeat and restate all allegations contained in all paragraphs 1 to 86 above as if fully set forth herein.

88. At all relevant times, PREMISES DEFENDANTS owned, operated, and/or had custody and control over the premises, locations, buildings, facilities, worksites, and properties which constituted the PREMISES DEFENDANTS' premises (as listed and described above).

89. The PREMISES DEFENDANTS owed all invitees to its premises, which were under its ownership and control, a duty to use due care to keep its premises in a reasonably safe condition and to warn of dangers of which it was aware or reasonably should be aware.

90. The PREMISES DEFENDANTS used, or permitted the use of asbestos, raw asbestos fibers, and/or asbestos containing products, materials, machinery, and equipment in and at their premises.

91. The PREMISES DEFENDANTS knew or should have known of the hazardous nature of the asbestos products being delivered, stored, installed, maintained, repaired, worked with, used, removed, and abated upon and at its premises.

92. The PREMISES DEFENDANTS failed to adequately educate, warn, and instruct Plaintiff concerning adequate and sufficient measures to protect himself from being exposed to

asbestos dust and fibers which originated from and were generated and released at their premises.

93. The PREMISES DEFENDANTS breached their duty to exercise due care in keeping at its premises reasonably safe to invitees such as Plaintiff.

94. At all relevant times, the PREMISES DEFENDANTS had ownership, custody, control, and/or supervision of their premises where asbestos was being used.

95. At all relevant times, Plaintiff was an invitee or licensee or was otherwise legally present at PREMISES DEFENDANTS' premises.

96. At all relevant times, the PREMISES DEFENDANTS directed, controlled, and/or supervised the work, tasks and duties of Plaintiff as well as those of other individuals who worked in his vicinity at their premises.

97. The PREMISES DEFENDANTS knew, or with the reasonable exercise of care, should have known that at the time Plaintiff was present, working, and carrying out his duties at the premises he was being exposed to asbestos dust and fibers as a result of the activities described.

98. As a direct and proximate result of Plaintiff's exposure to asbestos dust and fibers originating and released from products, materials, machinery and equipment at the PREMISES DEFENDANT's premises and as a result of the aforementioned activities, Plaintiff was caused to contract an asbestos-related disease, namely mesothelioma. Plaintiff SHAUN BEAUDOIN has suffered serious personal injuries, has suffered severe emotional distress, has incurred great mental and physical pain and suffering, was prevented from transacting his business, has suffered an impairment in his enjoyment of life, and has incurred great medical expenses.

WHEREFORE, Plaintiffs demand judgment against the Defendants for a reasonable amount plus statutory interest and costs, and for such other relief as shall be deemed appropriate.

**COUNT V
LOSS OF CONSORTIUM**

99. The Plaintiffs incorporate by reference paragraphs 1 through 98 above as if expressly alleged and set forth herein.

100. Plaintiff LISA BEAUDOIN is the wife of Plaintiff SHAUN BEAUDOIN having married on or about July 23, 2001.

101. As a direct and proximate result of the breach of duty and wrongdoing of the defendants and the resultant injury to Plaintiff SHAUN BEAUDOIN as more particularly described in the preceding Counts, Plaintiff LISA BEAUDOIN suffered a loss of her right to society and consortium with her spouse and the loss of her spouse's services, guidance, affection, comfort, protection, society, counsel, advice, and companionship, and she has suffered great mental anguish.

WHEREFORE, Plaintiffs demand judgment against the defendants for a reasonable amount plus statutory interest and costs and for such other relief as shall be appropriate.

DEMAND FOR TRIAL BY JURY

The Plaintiff hereby demands a trial by jury on each claim asserted or hereafter asserted by the plaintiff and on each defense asserted or hereafter asserted by the defendants.

Dated: February 9, 2024

Respectfully submitted,

The Plaintiffs,
By their attorneys,

MAUNE RAICHLE HARTLY
FRENCH & MUDD, LLC

By: /s/ Keith W. Binder
Keith W. Binder, Esq.
BBO No. 712442
150 W. 30th St., Suite 201
New York, NY 10001
KBinder@mrhfmlaw.com

Exhibit 8



**IN THE SUPERIOR COURT OF THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

IN RE: ASBESTOS LITIGATION : C.A. NO.: 77C-ASB-2

**AMERICAN STANDARD INC.'S RESPONSES TO
INTERROGATORIES AND REQUESTS FOR PRODUCTION**

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

The responses of American Standard Inc. (“American Standard,” “the Company,” or “Defendant”) to each of these Requests for Disclosure (“Response” or “Answer”) incorporate this Preliminary Statement and General Objections. American Standard is a Delaware Corporation with its principal place of business in Piscataway, NJ. The history of its corporate predecessors dates to the late nineteenth century.

CORPORATE HISTORY

American Radiator & Standard Sanitary Corporation (“ARSS”) was formed in 1929 when American Radiator Company (“American Radiator”), formed in 1892, was merged with Standard Sanitary Manufacturing Company, formed in 1899. There have been numerous mergers, acquisitions, dispositions, and corporate reorganizations relating to ARSS and the company has been engaged in the manufacture and sale of a wide range of products through its many current and former divisions during its over one hundred year history. In 1967, ARSS formally changed its name to “American Standard Inc.” Since that date, there have been further mergers, acquisitions, dispositions and reorganizations to the present. At no time, to the best of this Defendant’s knowledge and belief, did American Standard or any entity that it owned through acquisition or merger, whether now disposed of or currently owned, ever manufacture asbestos or asbestos-containing insulation products, as that term is commonly used and understood. It currently operates primarily through its American Standard Bath and Kitchen Division, The Trane Company, which manufactures cooling equipment and furnaces, and WABCO Automotive, which is headquartered in Brussels, Belgium and makes braking systems for the European trucking industry. The Trane Company was purchased by merger by American Standard in 1984 and has operated since that date as a Division of American Standard. WABCO Automotive is the last remaining segment of Westinghouse Air Brake Company, purchased by American Standard in 1968, all other parts of that business having been sold by American Standard between the acquisition date and March 9, 1990.

It is impossible for this Defendant to investigate each of the thousands of products made or sold by a widely diverse group of former divisions and subsidiaries, whenever or wherever manufactured and discontinued, to rule out the possibility that any one of them may have had an asbestos-containing internal component. American Standard assumes for the purpose of these responses, that as in the vast majority of asbestos-related claims made against it, the Plaintiffs are

claiming exposure in connection with work on or near one of its boiler-related products sold by American Standard and/or Kewanee Boiler. If this assumption is incorrect, and Plaintiffs will identify exposures as to which Defendant may bear responsibility, Defendant will investigate any such other operations to the extent it is able.

In 1897, American Radiator acquired the Ideal Boiler Company. In 1927, American Radiator acquired the assets of Kewanee Boiler Company. Through 1930, ARSS and its predecessor generally sold hydronics products under the trade names of predecessor companies. The only record that Defendant ever marketed an asbestos product under any of its trade names is referenced in pre-1931 publications to “Ideal” cement for use in conjunction with a boiler line of the same name. Thereafter, from approximately 1930 through approximately 1946, the company manufactured and sold boilers under the corporate name “American Radiator & Standard Sanitary Corporation.” The “Ideal” trade name was one of several different models of low pressure cast-iron boilers for residential and small commercial and industrial applications sold under the ARSS name. There is no reference to Ideal cement being sold after 1930. Commencing in or about 1946, ARSS sold those and successor lines of boilers under the trade name “American-Standard.” In 1974-1975, American Standard closed its hydronics operation and exited the boiler manufacturing business. Spare parts were sold to Oswald Supply Company and certain assets in plant equipment, tools, and drawings were sold to Burnham Corporation in 1974-75.

Kewanee was at all times operated separately from the American Standard Plumbing & Heating Division. It manufactured a separate line of primarily steel boilers at its plants in Kewanee, Illinois.

In 1927, American Radiator acquired the assets of Kewanee Boiler Company, an Illinois Corporation (“Kewanee-Illinois”), and formed a wholly owned subsidiary, Kewanee Boiler Corporation, a Delaware Corporation (“Kewanee-Delaware”). When American Radiator acquired the identified assets of Kewanee Boiler Company (“Kewanee-Illinois”), there existed at that time, and apparently unknown to American Radiator, another corporation, Kewanee Boiler Company, a New York corporation (“Kewanee-New York”), owned and operated by a former officer of Kewanee-Illinois. Prior to 1927, Kewanee-New York had sold Kewanee-Illinois boilers in New York state and elsewhere. In or prior to 1927, Kewanee-New York acquired Fitzgibbons Boiler Company and commenced manufacturing, marketing and selling its own line of boilers under the name “Kewanee Boiler Company.” That company manufactured its own boilers and sold them as Kewanee boilers in many geographic markets over Kewanee-Delaware’s objection for an unknown period. Documents reflect that in 1938, Kewanee-Delaware demanded that Kewanee-New York differentiate its boiler lines from those Kewanee-Delaware manufactured and sold under the name “Kewanee Boiler Corporation” by marking its boilers as “Kewanee Boiler Company of New York, Inc.” This Defendant has no further information relating to products sold by Kewanee-New York after that date, except that the records of the Pennsylvania Secretary of State listed Kewanee Boiler Company, Inc., a New York corporation, as an active corporation. Those records also reflected that it merged with Fitzgibbons Boiler Company, Inc., and was incorporated in its own name in New York in 1933.

Kewanee-Delaware remained a subsidiary of ARSS until 1952. That year it was merged with another ARSS subsidiary to form Kewanee-Ross Corporation, which company then

marketed its boiler lines under the name “Kewanee Boilers - Kewanee Ross Corporation.” In 1955, Kewanee-Ross was dissolved. From 1956 through 1958, the Kewanee boiler line was marketed under the name “Kewanee Boiler Division of American-Standard.” In or about 1959 and continuing until approximately 1966, “Kewanee Boilers” were marketed by American-Standard Industrial Division and from 1967 until January 1970 by American-Standard Heat Transfer Products Department. Kewanee boilers were sold through independent manufacturer representatives in many locations throughout the United States, which representatives made sales on behalf of Kewanee to engineering and heating contractors.

In January, 1970, American Standard sold the assets and liabilities of Kewanee Boiler to Kewanee Boiler Corporation n/k/a Oakfabco, Inc. (“new Kewanee”), an unrelated entity, that was incorporated to acquire the Kewanee Boiler assets and liabilities. New Kewanee continued manufacturing and selling the Kewanee Boiler product line. As a part of that agreement, new Kewanee agreed to defend, indemnify and hold American Standard harmless against any and all liabilities, claims or suits arising from or related to any sales of Kewanee boilers for which American Standard otherwise would be liable, if at all.

Corporate records regarding acquisitions and dispositions made at the time of the transactions and kept and maintained in the ordinary course of business remain in the custody of American Standard. American Standard also had a series of records retention policies that were in effect until superseded, which American Standard made as documentary memoranda at the time each such policy was implemented and which memoranda have been maintained and do exist as records made, kept, and maintained in the ordinary course of business.

RECORDS REACQUISITION

With the sale of Kewanee in January, 1970 and the 1974 discontinuance of operation of the Hydronics Division, by 1975, American Standard had no businesses or divisions involved in the manufacture or sale of boilers or boiler products. As a result, American Standard’s design, engineering, manufacturing, and sales records and many of its employees possessing knowledge concerning such business went to the acquiring companies. Between 1975 and the first date when any part of American Standard operation was named in an asbestos-related personal injury case, remaining employees most knowledgeable concerning such operations and products left the company. Records retained after such sales relating to the manufacture and sale of boilers had been disposed of in the ordinary course pursuant to the company’s record retention policy. American Standard has no current employees or record keepers who were employed by either Kewanee Boiler or its American Standard Hydronics Division. Reconstruction of records began some time after American Standard was first served and called upon to defend an asbestos-related lawsuit and has continued to the present. According to deposition testimony of former employees who were employed at that time, in approximately 1989, at the direction of corporate counsel, the Technical Services Department undertook a company-wide effort to collect any boiler-related documents that could be found. All the drawers in the Trenton, NJ facility were checked and all boiler-related documents gathered. Notices were sent to then current employees to turn over any boiler-related documents that they might have. American Standard’s Bethel, CT records retention facility also was checked for boiler-related documents. Those boiler-related documents and other related documents have been collected and maintained by the corporation

in a central depository since assembled in that manner. Since that date, its counsel has acquired or obtained other documents, materials, and information from other third party sources in the course of defending asbestos-related suits, including from the private collection of product brochures of retired employees, from independent publications listing or advertising some of its products, and on information and belief, from time to time Plaintiffs' counsel in different jurisdictions at different times. These after-acquired records may have been integrated into those documents assembled during prior efforts at retrospective reconstruction. All such documents have been pooled and are available for inspection and copying by parties to this litigation.

In light of the fact that this Defendant had not manufactured any of the subject products for many years prior to the first asbestos-related injury suit in which it was joined, as set forth in the Preliminary Statement, information contained in these answers is the work of counsel conducted on behalf of the Company in order to make a good faith search for relevant information as required by the Rules of this Court. It is based largely on reconstruction and review of old records, interviews of long-retired employees, and review of prior responses filed by predecessor's counsel, discovery responses filed by other counsel on former Defendants and Plaintiffs, and review of technical and medical literature in the public domain. Some information has been obtained from former American Standard and Kewanee employees who have been located and interviewed from time to time by counsel to obtain information regarding specific American Standard products and/or practices at different periods of time that have been at issue in different cases.

The aforesaid reflects American Standard's corporate effort to comply in good faith and with its obligations under the laws and procedures of this jurisdiction and other jurisdictions where discovery is sought.

CONTINUING INVESTIGATION

Defendant is engaged in a continuing investigation in an attempt to locate, or confirm the absence of, responsive information or documents and Defendant also is engaged in a continuing, ongoing investigation with respect to the matters inquired into by Plaintiffs' discovery and, as disclosed, concerning specific products identified in this or any particular case. Therefore, this Defendant reserves the right to amend these Responses if Plaintiffs provide more specific product identification or if new or more accurate information becomes available, if errors are discovered, or if other products are identified and alleged to have created an asbestos exposure. These Responses are given without prejudice to this Defendant's right to rely at trial on subsequently discovered information or on information inadvertently omitted from these Responses as a result of mistake, error or oversight. To the extent information contained herein differs in any material respect from any prior responses to discovery, this response shall be deemed to update and supersede such prior responses, to the extent they may be inconsistent.

GENERAL OBJECTION NO. 1:

Defendant objects to each and every Interrogatory and Request that relates to:
1) questions of law and not of fact; 2) what Defendant knew or did not know concerning the use

of products that it did not design, manufacture, market, sell, or select for use with its products, as to which it had no duty and, thus, as to which what it may have known or not known in the abstract is irrelevant as a matter of law.

GENERAL OBJECTION NO. 2:

Defendant objects to the misuse of Interrogatories and Requests by Plaintiffs herein to blanket the case and unduly burden answering Defendant regarding matters that Plaintiffs know or should know which are either unknown to Defendant, not readily ascertainable by Defendant, or disputed by Defendant based on contrary facts known to Plaintiffs.

GENERAL OBJECTION NO. 3:

Defendant objects on the grounds that many Interrogatories and Requests posed herein are overly broad, unduly burdensome and oppressive due to the virtually unlimited breadth of Plaintiffs' inquiries which essentially makes it impossible for this Defendant to conduct a complete search for and reasonable investigation of the information sought. Therefore, this Defendant objects to Plaintiffs' Requests on the foregoing grounds and incorporates its Preliminary Statement.

GENERAL OBJECTION NO. 4:

Defendant objects to those Interrogatories and Requests that seek information not limited in time or to activities which transpired in a geographical area to which the Plaintiffs asserting claims against Defendant would have had contact and regarding the ultimate sale or distribution of products distributed or sold by this Defendant other than to job sites where said Plaintiffs worked and which may not lead to the discovery of admissible evidence regarding product shipments that may have been utilized at job sites where Plaintiffs are claiming exposure. Information sought regarding other sales or distribution of this Defendant's products is irrelevant, immaterial, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Moreover, unless there is an allegation that Plaintiffs actually performed work that would have exposed them to fibers released from internal asbestos-containing components of any specific product of American Standard, discovery relating to such products can produce only information that is irrelevant to the subject matter of the pending litigation, which is not reasonably calculated to lead to the discovery of admissible evidence, and is burdensome and oppressive.

GENERAL OBJECTION NO. 5:

This Defendant objects and asserts a privilege based on attorney-client privilege as to any communications between counsel and any member of the corporate control group, including communication with current or former counsel for this Defendant relating to any issues raised in Plaintiffs' Complaint. This Defendant further objects on the basis of work product and, where applicable, attorney-client privilege relating to any communication between counsel and any potential witnesses, including former employees of this defendant with whom consultations may

have occurred for the purpose of educating counsel relating to products or matters at issue in the Complaint.

GENERAL OBJECTION NO. 6:

Defendant objects to Interrogatories and Requests that purport to impose upon it any obligations not set forth in the Delaware Rules of Civil Procedure.

GENERAL OBJECTION NO. 7:

Defendant does not now manufacture nor has it ever manufactured asbestos or asbestos-containing products, as that term is commonly used and understood in this litigation. At certain times, certain of Defendant's products may have contained asbestos-containing components manufactured and supplied by parties other than Defendant. Defendant thus asserts that questions referring to the manufacturing of asbestos products are not appropriately addressed to this Defendant.

GENERAL OBJECTION NO. 8:

Defendant objects to these Interrogatories and Requests on the grounds that and to the extent they seek confidential and/or trade secret information or materials.

GENERAL OBJECTION NO. 9:

If this Defendant does respond to any one or more of these Interrogatories and Requests over objection, this Defendant does not concede the relevancy, materiality, or admissibility of any information sought by the discovery requests or any responses thereto. These responses are made subject to and without waiver of any questions or objections as to the competency, relevancy, materiality, privilege, or admissibility of evidence, documents, or information referred to herein, or the subject matter thereof, in any proceeding, including trial.

Subject to and without waiving the foregoing, this Defendant responds to Plaintiffs' Interrogatories and Request for Production of Documents:

INTERROGATORIES

INTERROGATORY NO. 1:

Describe in detail, with specificity and particularity each product mined, produced, manufactured or sold by the answering defendant or its predecessors in title or subsidiaries which contained asbestos for each year from 1936 until 1980; and for each such product describe:

- (a) Its chemical ingredients;
- (b) State the manner in which it was intended to be used, i.e., in the construction and/or insulation of buildings and/or equipment etc;
- (c) For each ingredient contained therein state:

- (i) The name or chemical composition of each substance, what harmful effects, if any are known, that it produces in man or mammals and whether it produces its harmful effects through ingestion, inhalation, absorption of a combination of these;
- (ii) When you determined and/or learned that the substance produced harmful effects and how such effects were produced;
- (iii) Identify each individual who participated in such determination and/or obtained such knowledge;
- (iv) Identify each document that refers, reflects or relate to any information pertaining to the properties of each of the ingredients and/or how the harmful effects are produced as well as your determination of those toxic effects and the manner by which they are produced;
- (v) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied;
- (vi) Which products or ingredients were mined, which were manufactured and which were distributed by answering defendants.

RESPONSE TO INTERROGATORY NO. 1:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, compound, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. Moreover as to subparts (c) (i-v), Defendant objects to the extent it assumes, erroneously, that Defendant's products posed any health hazards due to any asbestos-containing internal component part. Without waiving its objections and subject thereto, this Defendant did not mine asbestos, nor did it manufacture "asbestos-containing products" as the term is commonly used and understood in this litigation. Of the many thousands of products that this Defendant sold over the many years of its existence, most contained no asbestos. It is

impossible for this Defendant to investigate each of the thousands of products made or sold by a widely diverse group of former divisions and subsidiaries, to rule out the possibility that any one of them may have had an asbestos-containing component. American Standard did sell boilers, some of which at different points in time may have contained encapsulated asbestos-containing internal components. These components were purchased from others and installed “as is,” with no material alteration. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 2:

If any product identified in answer to Interrogatory No. 1 and was produced, manufactured and/or sold under a trade name, identify that trade name(s) and state the time period that each such product was sold under such trade name.

RESPONSE TO INTERROGATORY NO. 2:

Defendant incorporates by reference its Response to Interrogatory No. 1 in responding to Interrogatory No. 2. Answering further, see the Preliminary Statement regarding the dates and names under which American Standard manufactured and sold boilers.

INTERROGATORY NO. 3:

For each product identified in answer to Interrogatory No. 1, state:

- (a) The address of each plant where it was manufactured, processed or packaged;
- (b) Whether you were the sole producer, manufacturer and/or distributor of the product and, if not:
 - (i) The name and address of each other person, firm or other entity engaged in the production, manufacture and/or distribution of the product;
 - (ii) Whether any other manufacturer produced the product by virtue of a franchise or license from you;
 - (iii) The persons or firms who produced the product for distribution in the United States;
 - (iv) The person or firms who produced the product for distribution in the State of Delaware.

RESPONSE TO INTERROGATORY NO. 3:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, compound, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Defendant manufactured its boilers at its plants in Kewanee, Illinois and Buffalo, New York. Defendant also incorporates by reference its Response to Interrogatory No. 1 in further response to Interrogatory No. 2.

INTERROGATORY NO. 4:

For each product identified in answer to Interrogatory No. 1 state:

- (a) How the product was sold and/or distributed for use in the United States and/or the State of Delaware.
- (b) Identify all persons, firms or other entities to whom these products were sold or through whom they were distributed during the period 1936 to 1980;
- (c) For each such person, firm or other entity identified in answer to subpart (b) above, state the following:
 - (1) The specific product sold and/or distributed;
 - (2) The quantity of the product sold and/or distributed;
 - (3) The dates which these products were sold, shipped and delivered to each entity;
- (d) Identify each individual who has any knowledge of these sales and/or distribution and state with specificity and particularity the substance of each individual's knowledge;
- (e) Identify and produce all documents which refer, reflect or relate to all sales and/or distribution of each such product to each such entity identified above.

RESPONSE TO INTERROGATORY NO. 4:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, unduly burdensome and not limited to the relevant geographical area in this litigation. Without waiving its objections and subject thereto, Defendant incorporates by reference its Response to Interrogatory No. 1 in responding to

Interrogatory No. 4. Answering further, any boilers manufactured by American Standard and sold as “American Standard” boilers were sold to distributors. Any records relating to boiler sales to distributors were either turned over to the entities that purchased some of the assets of the hydronics business in 1974-75, or long since destroyed either after the discontinuance of all hydronics sales or as a part of normal records retention programs. Kewanee sold through independent representatives to installation contractors. Kewanee sales records were maintained, but in 1970 such records were sold with the company to Kewanee Boiler Corporation n/k/a Oakfabco Corporation.

INTERROGATORY NO. 5:

For each product identified in answer to Interrogatory 1 state whether you engaged in any advertising program to promote the sale of that product and, if so state:

- (a) The name or description of each advertising media that you have used to promote the product during the period 1936 to 1980;
- (b) The name of each national magazine or periodical in which you have advertised the product during the period 1936 through 1980.
- (c) The date of each issue of such magazine or periodical in which such advertisement appeared;
- (d) The name and address of each newspaper in which it advertised the product during the period 1936 through 1980;
- (e) The date of each publication of each newspaper in which the advertisement appeared;
- (f) Identify and produce each document which refers, reflects or pertains to each such advertisement which was published in each such magazine, periodical and/or newspaper;
- (g) State whether the advertising of the product was handled by an agency and, if so, state the name and address of each advertising agency that handled any portion of the advertising of the product during the period 1936 through 1980.

RESPONSE TO INTERROGATORY NO. 5:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing

and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. Without waiving its objections and subject thereto, from time to time Defendant published and distributed various sales brochures and advertisements relative to the various products that it manufactured and sold over the course of the last century. Due to the lapse of time and standard document retention policies, Defendant no longer retains copies of the majority of such materials. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 6:

For each product identified in answer to Interrogatory 1 which was distributed to a company that used said products in Delaware or was a distributor of said products for an area including Delaware or was a distributor of said products for an area including Delaware, state:

- (a) The name and address of the company;
- (b) Whether the asbestos contained was tremolite, crocidolite, chrysotile, amosite and/or anthophyllite asbestos and state the amount in terms of the percentage of the total asbestos contained in the product;
- (c) The total amount of asbestos contained in the product;
- (d) The exact formulation of the product including the other non-asbestos ingredients thereof;
- (e) The name and address of each individual who participated in the formulation of such product;
- (f) The identity of each document which refers, reflects or relates to any information provided in the answer to this interrogatory;
- (g) The names and addresses of the persons usually communicated with when dealing with said company;
- (h) Identify the living individual most knowledgeable about the answers given above in 6(b), (c) and (d);
- (i) Identify the living individual most knowledgeable about distribution of the above products in Delaware and in an area of which Delaware was a part.

RESPONSE TO INTERROGATORY NO. 6:

Defendant incorporates by reference its Responses to Interrogatories No. 1 and 4 in responding to Interrogatory No. 6.

INTERROGATORY NO. 7:

With regard to each form of asbestos fibers identified in the answer to Interrogatory 6, state:

- (a) Where it was purchased, if it was not purchased, where it was obtained;
- (b) From whom it was purchased;
- (c) The manner in which it was received, stored and used in the production of the product.

RESPONSE TO INTERROGATORY NO. 7:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, this Defendant did not purchase asbestos fibers. Defendant also incorporates by reference its Response to Interrogatory No. 1 in further response to Interrogatory No. 7.

INTERROGATORY NO. 8:

If you manufacture any insulation products which are commonly used by insulators and which contain asbestos;

- (a) Describe how the products listed in (b) are cut, shaped, mixed and applied on the jobs giving particular reference as to whether or not the materials have to be sawed or cut on the job, blown into confined areas, or mixed with water into a cement or paste;
- (b) State if there is any way known to you that the products listed below can be used and applied without the worker inhaling any of the asbestos dust or fibers:
 - (1) Asbestos cement; Asbestos Finishes;
 - (2) Asbestos pipe covering;
 - (3) Asbestos bricks or block;
 - (4) Asbestos sheeting;
 - (5) Asbestos insulation used to cover extremes of heat as well as cold;
 - (6) Asbestos insulation in loose form which may be blown into homes or buildings;

- (7) Asbestos in spray form;
- (8) Asbestos mineral in fiber form or particulate form.
- (9) Asbestos Millboard, rope, gaskets, paper gloves or blanket.
- (c) Did your company buy any products listed in (b) above from other manufacturers and relabel it or have it labeled for your company?
 - (1) If yes, which products and from whom.
- (d) Did your company produce any products within the list in (b) above for other companies?
 - (1) If yes, which products and for whom.
- (e) Whether prior to distributing the product you altered it in any manner from the form in which you received it from the source, and if so what type of alterations or modifications were made by you;
- (f) Whether prior to distributing the product you re-packaged or in any way altered the packaging or labelling of the product after receiving it from the source, and if so what alterations were made by you.

RESPONSE TO INTERROGATORY NO. 8:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, this Defendant did not manufacture asbestos-containing insulation products.

INTERROGATORY NO. 9:

For each product listed in answer to Interrogatory No. 1, describe each end use for which each such product was intended to be used by the general industry and for each such use:

- (a) Describe the form of the product when so used;
- (b) Describe the process and/or method by which the product would be applied for each such use;
- (c) Describe the equipment to be used to apply the product for each such use;
- (d) Identify each document that refers, reflects or relates to any information and state the full substance of the information supplied;
- (e) As to any information received orally in answer to any interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 9:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without waiving its objections and subject thereto, Defendant has been engaged in the manufacture and sale of a wide range of products for residential and small commercial and industrial applications throughout its many current and former divisions during its over one hundred year history. However, without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 10:

State whether any of the equipment identified in answer to Interrogatory No. 9(c) was manufactured by you or any parent or subsidiary company or related company.

RESPONSE TO INTERROGATORY NO. 10:

Defendant incorporates by reference its Response to Interrogatory No. 9 in responding to Interrogatory No. 10.

INTERROGATORY NO. 11:

If any piece of equipment identified in answer to Interrogatory No. 9(c) was invented, developed or first made by you or any person associated with you or any related company or association, state:

- (a) When it was invented, developed or made;
- (b) The identity of each individual who participated therein and describe in detail the extent of his participation;
- (c) The identity of each document which reflects, refers or relates to any information set forth in answer to this interrogatory.

- (d) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 11:

Defendant incorporates by reference its Response to Interrogatory No. 9 in responding to Interrogatory No. 11.

INTERROGATORY NO. 12:

State whether you or any person associated with you or any related company or association invented, developed or made any change and/or improvement in any piece of equipment identified in answer to Interrogatory No. 9(c), and if so:

- (a) Describe the change and/or improvement made;
- (b) State when it was made;
- (c) Identify each individual who participated therein and describe in detail the extent of his participation;
- (d) Identify each document which reflects, refers or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who has supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 12:

Defendant incorporates by reference its Response to Interrogatory No. 9 in responding to Interrogatory No. 12.

INTERROGATORY NO. 13:

For each process and/or method identified in answer to Interrogatory No. 9(b), state whether it was developed by you or a parent or subsidiary or related company.

RESPONSE TO INTERROGATORY NO. 13:

Defendant incorporates by reference its Response to Interrogatory No. 9 in responding to Interrogatory No. 13.

INTERROGATORY NO. 14:

For each process and/or method identified in answer to Interrogatory No. 9(b) developed or first made by you or any person associated with you or any related company or association, state:

- (a) When and where it was developed;
- (b) The identity of each individual who participated herein and describe in detail the extent of his participation;
- (c) The identity of each document which reflects, refers or related to any information set forth in answer to this Interrogatory.
- (d) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 14:

Defendant incorporates by reference its Response to Interrogatory No. 9 in responding to Interrogatory No. 14.

INTERROGATORY NO. 15:

State whether you or any person associated with you or any related company or association developed or made any change and/or improvement in any process and/or method identified in answer to interrogatory No. 9(b), and if so:

- (a) Describe the change and/or improvement made;
- (b) State when and where it was made;
- (c) Identify each individual who participated therein and describe in detail the extent of his participation;
- (d) Identify each document which reflects, refers or relates to any information set forth in answer to this interrogatory.
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.
- (f) Identify the living person who has the most knowledge of matters discussed herein.

RESPONSE TO INTERROGATORY NO. 15:

Defendant incorporates by reference its Response to Interrogatory No. 9 in responding to Interrogatory No. 15.

INTERROGATORY NO. 16:

For each product identified in the answer to Interrogatory No. 1, describe what, if any, tests were made to determine the safety of said product and:

- (a) State when and where each such test was made;
- (b) Describe the results of each such test;
- (c) Identify each individual who participated therein and describe in detail the extent of his participation;
- (d) Identify each document which reflects, refers or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 16:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. Without waiving its objections and subject thereto, any asbestos-containing components Defendant incorporated into its boiler products were manufactured by others and incorporated into its products “as is,” without material change. Defendant’s boiler products were extensively tested by both the manufacturer, the manufacturers that supplied safety-related components and by independent testing organizations, such as the American Gas Association and the Steel Boiler Institute, and were certified as being in compliance with all safety standards, including the standards of the American Society of Mechanical Engineers, AGA, SBI, Underwriters Laboratories, and others, prior to their being placed in to the stream of commerce. This Defendant never conducted any tests on any asbestos-

containing products manufactured by others contemporaneous with its manufacture and sale of boiler products. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 17:

For each process or method identified in answer to Interrogatory No. 9(b), describe what, if any, tests were made to determine the safety of said process or method and:

- (a) State when and where each such test was made;
- (b) Describe the results of each such test;
- (c) Identify each individual who participated therein and describe in detail the extent of his participation;
- (d) Identify each document which reflects, refers or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 17:

Defendant incorporates by reference its Response to Interrogatory No. 16 in responding to Interrogatory No. 17.

INTERROGATORY NO. 18:

For each piece of equipment identified in answer to Interrogatory No. 9(c), describe what, if any tests were made to determine the safety of said equipment and:

- (a) State when and where each such test was made;
- (b) Describe the results of each such test;
- (c) Identify each individual who participated therein and describe in detail the extent of his participation;
- (d) Identify each document which reflects or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 18:

Defendant incorporates by reference its Response to Interrogatory No. 16 in responding to Interrogatory No. 18.

INTERROGATORY NO. 19:

For each label, brochure, or other written material describing or relating to the use of each product identified in answer to Interrogatory No. 1, produced by you or any person associated with you or any related company or association;

- (a) Describe its contents;
- (b) State when, where, how, and to whom it was distributed;
- (c) State the manner in which it was placed on or in the product container or whether it was separate from the product container, or whether it was separate from the product or container;
- (d) State whether any written, printed or graphic matter was present to warn of any harmful ingredient it might contain. If so, state:
 - (i) Whether a signal word, i.e. “danger”, “warning” or “caution” was present;
 - (ii) Whether the signal word was printed in boldface, capital letters or different colored inks. Which?
 - (iii) The wording of the statements describing any hazard;
 - (iv) The wording of all directions and/or instructions pertaining to any method of use to avoid any hazard.
- (e) Identify each individual who participated in the writing of the label, brochure or other written materials and describe in detail the extent of his participation;
- (f) Identify each document which reflects, refers or relates to the information contained on the labels, brochures, or other written materials and/or the decision to include such information;
- (g) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 19:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product

at issue, if any, in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. Without waiving its objections and subject thereto, from time to time Defendant published and distributed various brochures and product manuals relative to the various products that it manufactured and sold over the course of the last century. Due to the lapse of time and standard document retention policies, Defendant no longer retains copies of the majority of such materials. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 20:

For each product identified in answer to Interrogatory 1 state whether warnings of any harmful or potentially harmful effects of the product were printed on the cartons or packing cases in which individual containers were packed and, if so:

- (a) State the printed warning's contents;
- (b) State when the warning was used;
- (c) Describe the manner in which it was placed on or in the product container;
- (d) Identify each individual who participated in writing of the label or brochure and describe in detail the extent of his participation;
- (e) Identify each document which reflects, refers or relates to the information contained on the cartons or packing cases and the decision to include that information;
- (f) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 20:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without identification of

the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 21:

For each label, brochure, or other written material describing or relating to each process or method identified in answer to Interrogatory No. 9(b) produced by you or any person associated with you or any related company or association; and for each such label, brochure or written material:

- (a) Describe its contents;
- (b) State when, where, how, and to whom it was distributed;
- (c) State whether any written, printed or graphic matter was present to warn of any harmful ingredient it might contain. If so, state:
 - (i) Whether a signal word, i.e. “danger”, “warning” or “caution” was present;
 - (ii) Whether the signal word was printed in boldface, capital letters or different colored inks, and if so, which one;
 - (iii) The wording of the statements describing any hazard;
 - (iv) The wording of all directions and/or instructions pertaining to any method of use to avoid any hazard.
- (d) Identify each individual who participated in the writing of the label, brochure or other written materials and describe in detail the extent of his participation;
- (e) Identify each document which reflects, refers or relates to the information contained on the labels, brochures, or other written materials and/or the decision to include such information;
- (f) As to any information received orally in answer to this interrogatory, identify each person who supplied information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 21:

Defendant incorporates by reference its Response to Interrogatory Nos. 9 and 19 in responding to Interrogatory No. 21.

INTERROGATORY NO. 22:

For each label, brochure, or other written material describing or relating to equipment identified in answer to Interrogatory No. 9(c), produced by you or any person associated with you or any related company or association; and for each such label, brochure or written material;

- (a) Describe its contents;
- (b) State when, where, how, and to whom it was distributed;
- (c) State whether any written, printed or graphic matter was present to warn of any harmful ingredient it might contain. If so, state:
 - (i) Whether a signal word, i.e. “danger”, “warning” or “caution was present;
 - (ii) Whether the signal word was printed in boldface, capital letters or different colored inks, and if so, which one;
 - (iii) The wording of the statements describing any hazard;
 - (iv) The wording of all directions and/or instructions pertaining to any method of use to avoid any hazard.
- (d) The identity of each individual who participated in the writing of the label, brochure or other written materials and describe in detail the extent of his participation;
- (e) The identity of each document which reflects, refers or relates to the information contained on the labels, brochures, or other written materials and/or the decision to include such information;
- (f) As to any information received orally in answer to this interrogatory, identify each person who supplied information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 22:

Defendant incorporates by reference its Response to Interrogatory Nos. 9 and 19 in responding to Interrogatory No. 22.

INTERROGATORY NO. 23:

With regard to the production, distribution, and/or sale of each product identified in answer to Interrogatory 1 state whether you have ever been accused of violating any of the provisions of the Federal Labeling of Hazardous Substances Act, and, if so, state:

- (a) The date of each indictment, complaint or information that accused you of such violation;
- (b) The court in which the proceedings were instituted;
- (c) The plea you entered;
- (d) The verdict and/or judgment in each such case;
- (e) The date set for trial of any pending case;
- (f) Identify each document which reflects, refers or relates to information pertaining to such accusation;

- (g) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 23:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, Defendant has no knowledge or information regarding such charge or finding in relation to its manufacture of boiler products.

INTERROGATORY NO. 24:

For each product identified in answer to Interrogatory 1, state whether you contend it is a “hazardous substance” as defined in 15 United States Code, Section 1261(f) and, if so, state with specificity and particularity the facts which you rely on to support that contention.

RESPONSE TO INTERROGATORY NO. 24:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, Defendant has no knowledge or information regarding such finding in relation to its manufacture of boiler products.

INTERROGATORY NO. 25:

With regard to each product identified in answer to Interrogatory 1 state whether any quantity of that product has ever been seized by any agency of any government; and if so:

- (a) State the date of each such occurrence;
- (b) State the name or description of the violations of which you were accused;
- (c) State the court in which the action was filed;
- (d) Describe the judgment that was rendered;
- (e) State the date that has been set for trial of any pending case;
- (f) Identify each document which reflects, refers or relates to information pertaining to such seizure;

- (g) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 25:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, upon information and belief, no.

INTERROGATORY NO. 26:

State whether you have ever been the subject of any investigation or accusation by any Governmental Agency concerning the provisions of the Occupational Safety and Health Act of 1970 (P.L. 91-596, 29 U.S.C. S651 et seq.). If so state:

- (a) The date of such investigation, accusation, or other administrative or judicial procedure or action;
- (b) The administrative agency or court in which any proceedings arising from such investigation or accusation were heard or instituted.
- (c) The determination and results of any such accusation or action;
- (d) The identity of each document which refers or relates to information set forth in answer to this interrogatory.
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 26:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, Defendant has no knowledge or information regarding such charge or finding in relation to its manufacture of boiler products.

INTERROGATORY NO. 27:

State what action, if any, you have taken since 1935 to reduce or eliminate any risk of occupational disease or personal injury to those engaged in the manufacture of your asbestos products or to those using your asbestos products which arises from the inhalation of dust and fibers.

RESPONSE TO INTERROGATORY NO. 27:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. Moreover, Defendant objects to this Interrogatory to the extent it assumes, erroneously, that asbestos materials would be attached to its boiler products or that Defendant's products posed any health hazards due to any asbestos-containing internal component part. Without waiving its objections and subject thereto, this Defendant did not manufacture "asbestos products" as the term is commonly used and understood in this litigation. To this date Defendant possesses no information or knowledge that any internal component part that may contain asbestos that was incorporated into its boiler products would release dangerous levels of respirable asbestos fibers.

INTERROGATORY NO. 28:

Describe in full and complete detail each of the activities which you have undertaken with the intention of warning the public of the effects of any product identified in answer to Interrogatory 1 as to the health of the user or general public and give the inclusive dates of each such activity, and:

- (a) Identify each individual who participated therein and describe the nature of his participation;
- (b) Identify each document which reflects, refers or relates to information pertaining to such warning;
- (c) As to any information received orally in answer to interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 28:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 29:

Have you or any of your companies conducted any studies concerning the effects of inhalation of asbestos dust or fibers by one using or being exposed to any of the asbestos materials manufactured by your and/or any of your companies? In answer to this question, please state:

- (a) The date, nature and location of your studies;
- (b) The name or names of the persons conducting the studies and their address and describe in detail the extent of their participation;
- (c) The purpose of the studies;
- (d) The identity of each document which refers or relates to any information set forth in answer to interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 29:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, Defendant did not manufacture “asbestos materials” as the term is commonly used and understood in this litigation.

Answering further, Defendant did not conduct any such studies in relation to its former manufacture of boiler products.

INTERROGATORY NO. 30:

Have you or any of your companies conducted any studies designed to minimize or eliminate the inhalation of asbestos dust and fibers by those exposed to the use of any of the products containing asbestos materials manufactured by you or any of your companies? If so:

- (a) The date, nature and location of your studies.
- (b) The name or names of the persons conducting such studies and their address and describe in detail the extent of this participation;
- (c) State what action, if any, was taken based upon such studies in an effort to minimize or eliminate the effects of inhalation of asbestos dust or fibers upon those using or being exposed to the dust and fibers contained in such products as manufactured by your company;
- (d) Identify each document which refers or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 30:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, this Defendant did not manufacture “products containing asbestos materials” as the phrase is commonly used and understood in this litigation. Answering further, not in relation to its former manufacture of boiler products.

INTERROGATORY NO. 31:

What technique, if any, did and/or do you use to make dust samplings in the manufacturing and packaging production environment or at job sites where your materials are used?

- (a) Set forth in detail the technique used, when it was commenced and when, if ever, it was concluded;

- (b) State the purpose for administering such samplings;
- (c) State the results of such samplings;
- (d) State what action, if any, has been taken in response to the findings as to the dust samples;
- (e) Identify each document which refers or relates to such sampling;
- (f) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied;
- (g) Identify the living person who has the most knowledge of matters discussed herein.

RESPONSE TO INTERROGATORY NO. 31:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, any boilers manufactured by American Standard and sold as “American Standard” boilers were sold to intermediate distributors. As such, American Standard never possessed documents regarding sales of boilers to any site or for installation at any site. Kewanee sold through independent representatives to installation contractors. Kewanee sales records were maintained, but in 1970 such records were sold with the company to Kewanee Boiler Corporation n/k/a Oakfabco Corporation. Defendant does not know the job sites where its products might have been installed.

INTERROGATORY NO. 32:

State what, if any safety measures were taken by you as to your employees, during the processing, manufacturing and packaging of products containing asbestos including but not limited to products that have been distributed to DuPont Company. If any such safety measures were taken, state:

- (a) The reason for the use of such measures, equipment or clothing;

- (b) Identify each document relating to safety procedures taken by employees or plant personnel in the manufacture, processing and packaging of such products;
- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information.

RESPONSE TO INTERROGATORY NO. 32:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Defendant further objects as its former and current employees are not subject to this litigation and therefore, irrelevant. Based on the information readily available, Defendant has no knowledge of which of its products, if any, may have been distributed to the DuPont Company and Plaintiffs have not specified any product(s) to date.

INTERROGATORY NO. 33:

State:

- (a) Knowledge as to any respirator or other breathing device which was on the market during the relevant period which would prevent the inhalation of asbestos dust and fibers;
- (b) A detailed description of such respirator or other breathing device, together with all information as to how such device prevents the inhalation of asbestos dust and fibers.
- (c) What tests, if any, were conducted, by whom and where, with regard to the effectiveness of any such device;
- (d) Identify each document in any defendant's possession which refers or relates to the subject matter of this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 33:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Moreover, Defendant objects to this Interrogatory to the extent it assumes that Defendant's products posed any health hazards due to any asbestos-containing internal component part. American Standard was not and is not currently aware of any evidence that any component part of any of its products released dangerous levels of respirable asbestos fibers. Answering further, this Defendant did not manufacture any respirator or other breathing device.

INTERROGATORY NO. 34:

Have you or anyone on your behalf conducted or had conducted any investigation of the statistical and/or epidemiological relationship between the use of any product identified in answer to Interrogatory 1 and the contraction by humans or animals of cancer including but not limited to mesothelioma. If so:

- (a) Identify each person participating in such investigation and describe in detail the extent of this participation;
- (b) State when the investigation was conducted;
- (c) Identify the person or persons who authorized the investigation;
- (d) Identify each document which refers or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 34:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, no.

INTERROGATORY NO. 35:

Have you or anyone on your behalf conducted or had conducted any investigation of the statistical and/or epidemiological relationship between the use of any product identified in answer to Interrogatory 1 and the contraction by humans of pulmonary asbestosis. If so:

- (a) Identify each person participating in such investigation and describe in detail the extent of his participation;
- (b) State when the investigation was conducted;
- (c) Identify the person or persons who authorized investigation;
- (d) Identify each document which refers or relates to any information set forth in answer to this interrogatory;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 35:

Defendant incorporates by reference its Response to Interrogatory No. 34 in responding to Interrogatory No. 35.

INTERROGATORY NO. 36:

Describe in detail all written and oral reports including those reports originating from users of any of the products identified in answer to Interrogatory 1, including doctors, and employees and agents of the defendants concerning any relationship between the use of these products and the development of pulmonary asbestosis in humans or animals;

- (a) Identify all persons making said reports and to whom said reports were made;
- (b) State whether any report or series of reports initiated changes and/or reevaluation of the production, sale or use, or recommendations for use, of any of those products;
- (c) Identify each document which refers or relates to any information set forth in answer to this interrogatory;
- (d) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 36:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague,

ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, none in relation to its former manufacture of boiler products.

INTERROGATORY NO. 37:

Describe in detail all written and oral reports including those reports originating from users of any of the products identified in answer to Interrogatory 1, including doctors, employees and agents of the defendants concerning any relationship between the use of any of those products and the development of cancer including but not limited to mesothelioma in humans or animals:

- (a) Identify all persons making said reports and to whom said reports were made;
- (b) State whether any report or series of reports initiated changes and/or reevaluation of the production, sale or use, or recommendations for use, of any of those products;
- (c) Identify each document which refers or relates to any information set forth in answer to this interrogatory;
- (d) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 37:

Defendant incorporates by reference its Response to Interrogatory No. 36 in responding to Interrogatory No. 37.

INTERROGATORY NO. 38:

For each product identified in answer to Interrogatory 1 state whether the production and/or sale of the product has been discontinued and, if so:

- (a) State when it was discontinued;
- (b) State with specificity and particularity all the reasons for the discontinuance.
- (c) Identify each individual who participated in the decision to discontinue production and/or sale and describe in detail the extent of his participation;
- (d) Identify all documents which reflect, refer or relate to each such discontinuance;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 38:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, American Standard exited the hydronics business in 1975.

INTERROGATORY NO. 39:

For each product identified in answer to Interrogatory 1, state whether the production and/or sale of that product has been limited and/or curtailed or reduced and, if so:

- (a) Describe how it was so limited or curtailed or reduced;
- (b) State when it was so limited, curtailed or reduced;
- (c) State with specificity and particularity all of the reasons for the limitation, curtailment, or reduction;
- (d) Identify each individual who participated and the extent of his participation in the decision to so limit, curtail or reduce production and/or sale;
- (e) Identify each document which reflects, refers or relates to the limitation, curtailment or reduction and/or, the decision to implement the limitation, curtailment or reduction;
- (f) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 39:

Defendant incorporates by reference its Response to Interrogatory No. 38 in responding to Interrogatory No. 39.

INTERROGATORY NO. 40:

Do you contend that each of the products identified in Interrogatory 1 do not or did not create any risk to one who applies or uses the produce[sic]?

- (a) If so, state the factual basis for each such contention;
- (b) If not, state:
 - (i) The degree and kind of risk which is created by such use;

- (ii) The conditions under which such risk is created, increased or decreased;
- (iii) Identify each document which reflects, refers or relates to your answers to this interrogatory;
- (iv) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 40:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory as overly broad, compound, unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 41:

Do you contend that it was not your responsibility to warn workers of the risk of harm arising from the use of your product or of the danger of asbestos to their health?

- (a) State the factual basis for such response;
- (b) Identify each document which reflects, refers or relates to your answers to this interrogatory;
- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 41:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Moreover, Defendant objects to this Interrogatory to the extent it assumes, erroneously, that asbestos materials would be attached to its boiler products or that Defendant's products posed any health hazards due to

any asbestos-containing internal component part. Defendant further objects to this Interrogatory as argumentative to the extent it assumes, erroneously, that Defendant was under a duty to provide warnings regarding asbestos for its products and specifically denies that such warnings were necessary or required. To this date Defendant possesses no information or knowledge that the asbestos content of such components would release quantities of asbestos fibers in the regulated, respirable fiber size sufficient to require warnings, nor does it have any information suggesting that it was ever warned, informed, or instructed by any supplier that such products posed any health risks.

INTERROGATORY NO. 42:

Do you contend that it was only the responsibility of the employing company involved, or others, to so warn the workers of the risk of harm arising from the use of your product or of the danger of asbestos to their health?

- (a) State the basis for such contention;
- (b) Identify which others were so responsible;
- (c) Identify each document which reflects, refers or relates to you[sic] answer to this interrogatory;
- (d) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 42:

Defendant incorporates by reference its Response to Interrogatory No. 41 in responding to Interrogatory No. 42.

INTERROGATORY NO. 43:

Do you contend that the danger to any plaintiff was not foreseeable at the time the products alleged to have caused his the injuries were sold? If so, as to each plaintiff:

- (a) State the factual basis for such contention;
- (b) Identify each document relied upon in support of such contention;

- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 43:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 44:

Do you contend that the danger from the use by plaintiffs of products containing asbestos was obvious? If so, as to each plaintiff:

- (a) State the factual basis for such contention;
- (b) Identify all documents relied upon in support of such contention;
- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 44:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 45:

Do you contend that plaintiffs knew, understood and appreciated the danger arising from their contact with asbestos which you mined or distributed or products containing asbestos which you manufactured or distributed? If so, as to each plaintiff:

- (a) State the factual basis for such contention;

- (b) Identify each document relied upon in support of such contention;
- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 45:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 46:

Do you contend that plaintiffs voluntarily and unreasonably exposed themselves to the danger arising from their contact with asbestos which you mined or distributed or products containing asbestos which you manufactured or distributed? If so, as to each plaintiff:

- (a) State the factual basis for such contention;
- (b) Identify each document relied upon in support of such contention;
- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 46:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 47:

Do you contend that plaintiffs used any asbestos which you mined or distributed or any products containing asbestos which you manufactured or distributed in other than their usual, customary and expected manner? If so, as to each plaintiff:

- (a) State the name and chemical composition of the product claimed to have been used in other than its usual, customary and expected manner;
- (b) State in detail the manner in which plaintiffs used said product in other than its usual, customary and expected manner;
- (c) Identify each document relied upon in support of such contention;
- (d) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 47:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Since discovery is not complete Defendant has insufficient knowledge to be able to respond to this Interrogatory. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 48:

With regard to each product identified in answer to Interrogatory 1 or 8, state whether you have ever been named as a defendant in any other civil action, including Workmen's Compensation Actions, filing of Workmen's Compensation consent agreements, or other proceedings, to recover damages for injuries resulting from asbestosis and asbestos related pleural disease received as a result of using that product and, if so, for each proceeding:

- (a) State the name and address of each plaintiff;
- (b) State the name and address of each co-defendant;
- (c) State the date it was filed;
- (d) State the name of the Court in which it was filed;

- (e) Describe the judgment rendered;
- (f) State the date that has been set for trial of any case still pending;
- (g) Describe the terms of any settlement reached before or during trial;
- (h) State whether any appeal is pending from any judgment that has been rendered;
- (i) State the exact nature of the condition alleged in such action to have resulted from the plaintiffs' use of or contact with said product and identify the product involved;
- (j) Identify each document which reflects, refers or relates to any information pertaining to that complaint.

RESPONSE TO INTERROGATORY NO. 48:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

Defendant further objects to this Interrogatory as its former and current employees are not subject to this litigation and therefore, irrelevant.

INTERROGATORY NO. 49:

With regard to each product identified in answer to Interrogatory 1 or 8, state whether you have ever received a notice of injury to any other person as a consequence of a condition of asbestosis, asbestos related pleural disease and cancer resulting from the use of that product and, if so:

- (a) State the date it was received;
- (b) State the name and address of injured person;
- (c) Describe in detail the complaint;
- (d) Identify each document which reflects, refers or relates to any information pertaining to that complaint;
- (e) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 49:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

INTERROGATORY NO. 50:

With regard to each product identified in answer to Interrogatory 1 or 8 state whether you have ever been named as a defendant in any other action to recover damages for injuries resulting from cancer including but not limited to mesothelioma received as a result of using that product and, if so:

- (a) State the name and address of each plaintiff;
- (b) State the name and address of each co-defendant;
- (c) State the date it was filed;
- (d) State the name of the court in which it was filed;
- (e) Describe the judgment rendered;
- (f) State the date that has been set for trial of any case still pending;
- (g) Describe the terms of any set reached before or during trial;
- (h) State whether any appeal is pending from any judgment that has been rendered.

RESPONSE TO INTERROGATORY NO. 50:

Defendant incorporates by reference its Response to Interrogatory No. 49 in responding to Interrogatory No. 50.

INTERROGATORY NO. 51:

With respect to the period from 1950 through 1980, state the names, addresses and company title or position of each person who at any time during that period was in charge of the following activities with regard to each of the products identified in answer to Interrogatory 1 or 8:

- (a) Production;
- (b) Marketing;
- (c) Labeling;
- (d) Advertising;
- (e) Product evaluation;
- (f) Research and development;

(g) Distribution.

RESPONSE TO INTERROGATORY NO. 51:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence.

Defendant further objects to this Interrogatory as its former and current employees are not subject to this litigation and therefore, irrelevant.

INTERROGATORY NO. 52:

Identify the living parties or persons who are the most knowledgeable about asbestos mined and products containing asbestos sold and/or distributed by you from 1936 to present. Identify all documents which relate to such sales and/or distribution.

RESPONSE TO INTERROGATORY NO. 52:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to the Interrogatory as overly broad, unduly burdensome, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. This Defendant did not mine asbestos nor did it manufacture “products containing asbestos” as the term is commonly used and understood in this litigation. Furthermore, the Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without waiving its objections and subject thereto, Defendant has been engaged in the manufacture and sale of a wide range of products through its many current and former divisions over the course of a century. However, without identification of the specific American Standard product at issue, if any, Defendant cannot possibly identify the person most knowledgeable about any such product.

INTERROGATORY NO. 53:

Have you or has anyone on your behalf attended and/or participated in any conference, seminar, lecture or symposium dealing with the hazards of using any product identified in answer to Interrogatory 1 or 8 or of asbestos in general and, if so, state:

- (a) The date and place of such conference, seminar, lecture or symposium;
- (b) The person or persons conducting such conference, seminar, lecture or symposium;
- (c) The person or persons who attended on your behalf;
- (d) The subject matter of such conference, seminar, lecture or symposium;
- (e) The speakers and/or moderators at such conference, seminar, lecture or symposium;
- (f) Whether any reports or memoranda were made containing the subject matter of such conference, seminar, lecture or symposium; identifying each such report or memorandum.

RESPONSE TO INTERROGATORY NO. 53:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, upon information and belief, this Defendant did not maintain a formal library. American Standard is a large decentralized company that has had numerous employees in numerous divisions over the course of a century. American Standard's employees may have attended various conference, seminar, lecture or symposium from time to time, but American Standard has no central repository for information of this type. It is impossible to know what conference, seminar, lecture or symposium any of its employees may have attended.

INTERROGATORY NO. 54:

Are you familiar with the hearing concerning the dangers of asbestos conducted in March, 1967 before the House of Representatives of the United State Congress Sub-Committee on Labor? If so, identify those persons who are or were associated with you that were familiar with that hearing.

RESPONSE TO INTERROGATORY NO. 54:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, upon information and belief, this Defendant did not maintain a formal library. American Standard is a large decentralized company that has had numerous employees in numerous divisions over the course of a century. American Standard's employees may have obtained various materials or information from time to time, but American Standard has no central repository for information of this type. It is impossible to know if any of its employees, former or current, may have been familiar with such hearing.

INTERROGATORY NO. 55:

State when, if at all, you received knowledge of the following publications or matters discussed therein, who received such knowledge and identify all documents relating to such knowledge:

- (a) Fleischer, Viles, Gade and Drinker, "A Health Survey of Pipe-Covering Operations in Construction Naval Vessels," 28 J. Indus. Hyg. 9-16.;
- (b) Selikoff, et al., "Asbestosis and Neoplasia," 42 Am. J. Med. (1967);
- (c) Selikoff, Churg and Hammon, "The Occurrence of Asbestosis Among Industrial Insulation Workers," 132 Ann. New York Acad. Sc. 139 (1965);
- (d) "Documentation of the Threshold Limit Values for Substances in Workroom Air," A.C.G.I.H. (3rd 1971);
- (e) "Threshold Limit Values for 1961," A.C.G.I.H. (1961);
- (f) 1906 report by Dr. H. Montague Murray;
- (g) 1934 study by Dr. Anthony J. Lanza, Assistant Medical Director of Metropolitan Life Insurance Company.

RESPONSE TO INTERROGATORY NO. 55:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, upon information and belief, this Defendant did not maintain a formal library. American Standard is a large decentralized company that has had numerous employees in numerous divisions over the course of a century. American Standard's employees may have obtained various materials from time to time, but American Standard has

no central repository for information of this type. It is impossible to know when any of its employees may have acquired any such document.

INTERROGATORY NO. 56:

Identify each publication contained in your research library, or otherwise in your custody, including but not by way of limitation, your Research and Development Center, all medical journals, industrial medical journals, industrial hygiene journals, technical literature in the area of asbestos mining, manufacture, application and use, and Governmental publications, dealing with occupational diseases arising from the manufacture and use of asbestos-containing products. As to all such publications, state the volumes which are in your custody and control, when each such volume was received and the present location of such publications.

RESPONSE TO INTERROGATORY NO. 56:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, upon information and belief, this Defendant did not maintain a formal library. See also Defendant's Response to Interrogatory No. 55.

INTERROGATORY NO. 57:

As to any threshold limit values published by the American Conference of Governmental Industrial Hygienists, state whether you have brought such information to the attention of those using your product. If you have not done so, state the reasons why you have not done so.

RESPONSE TO INTERROGATORY NO. 57:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as overly broad, compound, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Defendant further objects to this Interrogatory as argumentative to the extent it assumes, erroneously, that Defendant was under a duty to provide information regarding threshold limit values in relation to its products and specifically denies that such information were necessary or required. To this date, Defendant possesses no information or knowledge that the asbestos content of such components would release quantities of asbestos fibers in the regulated, respirable fiber size sufficient to

require dissemination of such information or warnings, nor does it have any information suggesting that it was ever warned, informed, or instructed by any supplier that such products posed any health risks or beyond such threshold limit values.

INTERROGATORY NO. 58:

Have you been: (a) a member of or (b) affiliated in any manner with or (c) received reports or (d) subscribed for reports or publication to the Industrial Hygiene Foundation of Pittsburgh?

RESPONSE TO INTERROGATORY NO. 58:

American Standard incorporates the Preliminary Statement and General Objections. Defendant also objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, American Standard is a large decentralized company that has had numerous employees in numerous divisions over the course of a century. American Standard's employees may have held memberships in various organizations from time to time, but American Standard has no central repository for information of this type and has no record of any such memberships, attendance to any particular meetings or receipt of reports or publications. As such, it is impossible for this Defendant to identify all organizations to which its employees may have belonged to in the past, to which meetings its employees attended, or what reports or publications its employees have received. Subject to this, upon information and belief, American Standard or its predecessor's employees held membership in the Industrial Hygiene Foundation.

INTERROGATORY NO. 59:

With regard to Interrogatory 58, what years did you participate under (a), (b), (c) or (d)?

RESPONSE TO INTERROGATORY NO. 59:

Defendant incorporates by reference its Response to Interrogatory No. 58 in responding to Interrogatory No. 59.

INTERROGATORY NO. 60:

With regard to Interrogatory 58, do you have any documents obtained from the Industrial Hygiene Foundation? If so:

- (a) List all such documents;
- (b) Who currently has them in their possession?
- (c) When was each received?
- (d) State the name of the individuals who received such documents or information contained in such documents.

RESPONSE TO INTERROGATORY NO. 60:

Defendant incorporates by reference its Responses to Interrogatory Nos. 55 and 58 in responding to Interrogatory No. 60. Answering further, upon information and belief, no.

INTERROGATORY NO. 61:

Have you received any reports or documents prepared by Metropolitan Life Insurance Company from 1929 to about 1960, concerning statistical and other studies of asbestos workers for Johns-Mansville? If so, state:

- (a) The documents received;
- (b) Who received them and when;
- (c) The current location of the documents.

RESPONSE TO INTERROGATORY NO. 61:

Defendant incorporates by reference its Response to Interrogatory No. 55 in responding to Interrogatory No. 61.

INTERROGATORY NO. 62:

State all chemical, industrial, medical or trade associations to which you have belonged since 1936.

RESPONSE TO INTERROGATORY NO. 62:

American Standard incorporates the Preliminary Statement and General Objections. Defendant also objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Furthermore, the phrase “chemical, industrial, medical or trade associations” is ambiguous as defined. Without waiving its objections and subject thereto, American Standard is a large decentralized company that has had numerous employees in numerous divisions over the course of a century. American Standard’s employees may have held memberships in various organizations from time to time, but American Standard has no central repository for information of this type and has no record of any such memberships or attendance to any particular meetings. As such, it is impossible for this Defendant to identify all organizations to which its employees may have belonged to in the past or to which meetings its employees attended. Subject to this, upon information and belief, American Standard or its predecessor’s employees, at various times, held memberships in the Institute of Boiler Research (Hydronics Institute), the American Ceramic Society, the American Society of Mechanical Engineers, the American Gas Association, the American National Standards Institute, the Industrial Hygiene Foundation, the Gas Appliance Manufacturing Association, the National Association of Manufacturers, the American Society for Testing and Materials and the National Safety Council, but American Standard is unable to determine which of those organizations may have published or disseminated such documents or information.

INTERROGATORY NO. 63:

With regard to the associations enumerated in the answer to Interrogatory 62, state:

- (a) The names of each individual associated with the answering defendant since that date who have had dealings with each said association;
- (b) Describe the nature of their dealings with each such association;

- (c) State their last known address;
- (d) If still employed, their current job and title.

RESPONSE TO INTERROGATORY NO. 63:

Defendant incorporates by reference its Response to Interrogatory No. 62 in responding to Interrogatory No. 63.

INTERROGATORY NO. 64:

Name each corporate officer and/or member of corporate management who attended any meeting and/or conference concerning the health and medical aspects of asbestos and/or the use of products containing asbestos, and for each person identified, state the nature of his participation in each such meeting or conference.

RESPONSE TO INTERROGATORY NO. 64:

American Standard incorporates the Preliminary Statement and General Objections. Defendant also objects to this Interrogatory on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Defendant further objects as its officers and former and/or current employees are not subject to this litigation and therefore, irrelevant. Without waiving its objections and subject thereto, Defendant incorporates by reference its Response to Interrogatory No. 58 in responding to Interrogatory No. 64.

INTERROGATORY NO. 65:

State the sources of all products containing asbestos which have been incorporated in any product manufactured by you which have been distributed, sold and/or utilized from 1936 to 1980.

- (a) State the names of all individuals associated with the above stated sources who dealt with or handled your account;
- (b) Identify any such document which refers, reflects or relates to any information provided in answer to this interrogatory;
- (c) As to any information received orally in answer to this interrogatory, identify each person, who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 65:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is compound, overly broad and unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Interrogatory fails to identify the specific American Standard product at issue, if any, in this litigation and none has been identified to date. Without further identification of a specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. If Plaintiff will properly identify the specific American Standard product at issue, if any, a further response may be possible.

INTERROGATORY NO. 66:

For each product identified in the answer to interrogatory 1 or 8, which you distributed, identify the source from which you obtained the product.

- (a) State the names of all individuals associated with the above stated sources who dealt with or handled your account and specify who handled your account for products distributed to Delaware;
- (b) Identify any such documents which refer, reflect or relate to any information provided in answer to this interrogatory.

RESPONSE TO INTERROGATORY NO. 66:

Defendant incorporates by reference its Response to Interrogatories No. 4 and 65 in responding to Interrogatory No. 66.

INTERROGATORY NO. 67:

State the names of all individuals associated with you who had any dealings with the requisition and/or procurement of asbestos or products containing asbestos as indicated answer to interrogatories 65 and 66 and for each such person:

- (a) Identify the nature of his associations(s), the locations and the dates of their occurrence;
- (b) Identify each document which refers, reflects or relates to any information provided in answer to this interrogatory;

- (c) As to any information received orally in answer to this interrogatory, identify each person who supplied such information and state the full substance of the information supplied.

RESPONSE TO INTERROGATORY NO. 67:

Defendant incorporates by reference its Response to Interrogatories No. 65 and 66 in responding to Interrogatory No. 67.

INTERROGATORY NO. 68:

State the names of all individuals who dealt with or handled the account with and/or made any sales to the employer of the Plaintiff of asbestos and/or products containing asbestos.

- (a) Describe in detail the nature and dates of each such association with the said accounts;
- (b) Identify each document which refers, reflects or relates to any information provided in answer to this interrogatory.

RESPONSE TO INTERROGATORY NO. 68:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is compound, overly broad and unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, Defendant does not have any documents in its possession, custody or control that it can relate to Plaintiff's employer(s).

INTERROGATORY NO. 69:

Identify each individual whom you expect to call as an expert witness at the trial of this litigation, and for each person identified:

- (a) The subject on which the expert is expected to testify and the substance of the facts and opinions to which he or she is expected to testify and a summary of the grounds for each opinion;
- (b) Identify each document referring, relating or containing any such facts and/or opinions and identify each individual having custody of each document identified.

RESPONSE TO INTERROGATORY NO. 69:

Defendant incorporates the Preliminary Statement and General Objections. The Interrogatory fails to identify the specific American Standard product, if any, at issue in this litigation and none has been identified to date. Without identification of the specific American Standard product at issue, if any, Defendant cannot perform a reasonable investigation to provide a more specific response. Without waiving its objections and subject thereto, this Defendant has not yet determined what persons it may call as witnesses or expert witnesses at the time of trial. Defendant will supplement this Response in accordance with the Delaware Rules of Civil Procedure.

INTERROGATORY NO. 70:

Identify each individual who you have retained or employed or anticipate retaining or employing in any way in preparation of or anticipation of trial in this litigation who is not expected to be called as a witness at trial, and for each such individual:

- (a) State the substance of any facts or opinion which he or she has discussed with any agent, employee or representative of the answering defendant, together with a summary of the grounds for each opinion;
- (b) Identify each document referring to or containing such facts and/or opinions, and identify each person having custody of each document identified.

RESPONSE TO INTERROGATORY NO. 70:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is compound, overly broad and unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Defendant further objects to this Interrogatory to the extent it seeks confidential attorney-work product information.

INTERROGATORY NO. 71:

State the names, last known addresses and telephone numbers of each and every person whom you intend to call as a witness at the trial of this litigation.

- (a) State the substance of any facts or opinion which he or she has discussed with any agent, employee or representative of the answering defendant, together with a summary of the grounds for each opinion;
- (b) Identify each document referring to or containing such facts and/or opinions, and identify each person having custody of each document identified.
- (c) Specify witnesses you intend to use at the trial of this case with respect to the occurrences and/or cause of plaintiffs' illnesses or with respect to the claimed damages or with respect to your liability.

RESPONSE TO INTERROGATORY NO. 71:

Defendant incorporates by reference its Response to Interrogatory No. 69 in responding to Interrogatory No. 71.

INTERROGATORY NO. 72:

State:

- (a) Whether your corporation is insured;
- (b) If so, the limits of coverage;
- (c) The name of the insurance company;
- (d) Whether this claim has been accepted or whether a letter of intent to deny coverage has been received.

RESPONSE TO INTERROGATORY NO. 72:

Defendant incorporates the Preliminary Statement and General Objections. Defendant also objects to this Request on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, harassing, and not reasonably calculated to lead to the discovery of relevant, admissible evidence. The Request does not identify and is not limited to any specific American Standard product, if any, at issue in this litigation, nor is it limited to any particular time.

Without information as to the specific American Standard product at issue, Defendant cannot make a reasonable investigation in order to formulate a more specific response. Without waiving its objections and subject thereto, American Standard claims to have liability insurance coverage, depending on the years of alleged exposure in question, for varying amounts from varying

insurers. Various companies acquired by American Standard over the years may also have had insurance coverage. Insurance available to pay asbestos-related claims is aggregate and dependent on the time and circumstances underlying each claim and the payments made under each policy. For some claims, no insurance may exist, depending on the dates of exposure. American Standard is continuing to analyze the claims made against it and will supplement this response if it is able to accurately assess insurance coverage for these claims. American Standard has had coverage provided to it or to different corporate predecessors at varying times from INA/Cigna/Ace, Michigan Mutual Insurance Company, Hartford Accident & Indemnity, Aetna Casualty, Travelers Indemnity Company, USF&G and perhaps, others.

INTERROGATORY NO. 73:

In whose possession are your and your predecessors' annual reports from 1936 to the present? Produce such reports.

RESPONSE TO INTERROGATORY NO. 73:

Defendant incorporates the Preliminary Statement and General Objections. This Interrogatory cannot possibly lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, to the extent such information is in the public domain, it is equally available to the Plaintiffs and Plaintiffs' counsel.

INTERROGATORY NO. 74:

Describe in detail your policy with respect to the destruction of records pertaining to each of the products identified in answer to interrogatory 1.

- (a) Identify all documents pertaining to your policy, if any, regarding the destruction of such records;
- (b) Identify the person or persons having custody of such policy documents;
- (c) Identify the person or persons in charge of destroying records pertaining to each such product;
- (d) Identify each document which refers, reflects or relates to any information provided in answer to this interrogatory.

- (e) Describe what steps, if any, you have taken since the institution of this action or other actions involving asbestos to prevent the destruction of any documents relating to asbestos.

RESPONSE TO INTERROGATORY NO. 74:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to the description of its policy record retention policy as one pertaining to the “destruction of records”. Without waiving and subject thereto, see Exhibits A, B and C.

INTERROGATORY NO. 75:

State the names of all individuals who aided in the preparation of these answers, and for each such person, state:

- (a) Which interrogatories they helped prepare or the particular subject area for which they supplied information;
- (b) Their current position with the company;
- (c) Their current or last known home and business address and phone numbers.

RESPONSE TO INTERROGATORY NO. 75:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory on the grounds that and to the extent that it is unduly burdensome and oppressive and states that it is a corporation with many affiliated companies, which has employed numerous persons throughout the course of its business, many of whom may have obtained varying degrees of knowledge regarding issues related to the Interrogatories. Thus, this Defendant is unable to list each and ever source of information relied upon in answering the Interrogatories. Subject to these objections, this Defendant relied upon its current agents and former employees.

INTERROGATORY NO. 76:

State all processes used by plaintiff’s employer, known to any defendant where asbestos was an ingredient.

RESPONSE TO INTERROGATORY NO. 76:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is compound, overly broad and unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Moreover, the phrase “known to any defendant” is overly broad. American Standard has no knowledge or information as to what is known by any other defendant in this litigation. Without waiving its objections and subject thereto, Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 77:

State all use of asbestos insulation by plaintiff’s employer known to any defendant.

- (a) Types of asbestos insulation used;
- (b) Manufacturer and/or brand names;
- (c) Locations in said plants where said insulation was used;
- (d) The person most knowledgeable in said corporation about the purchasing of insulation by distributors that covered the states of New Jersey, Delaware, Pennsylvania and Maryland.

RESPONSE TO INTERROGATORY NO. 77:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is compound, overly broad and unduly burdensome, vague, ambiguous, harassing and not reasonably calculated to lead to the discovery of relevant, admissible evidence. Moreover, the phrase “known to any defendant” is overly broad. American Standard has no knowledge or information as to what is known by any other defendant in this litigation. Without waiving its objections and subject thereto, Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 78:

If you have insurance including secondary or tertiary coverage, state:

- (a) Policy number and amount;
- (b) Company underwriting said insurance;
- (c) The name of you[sic] contact in said company concerning asbestos claims.

RESPONSE TO INTERROGATORY NO. 78:

Defendant incorporates by reference its Response to Interrogatory No. 72 in responding to Interrogatory No. 78.

INTERROGATORY NO. 79:

State whether you have entered into any agreement either oral or written, with any other defendant in this action regarding:

- (1) Settlement or non-settlement and/or
- (2) Allocation of damages, should the plaintiffs prevail on liability.

If the answer is yes to either of the above, state the substance of each such agreement and such parties who have entered into this agreement:

- (a) Identify those persons who participated in the preparation of each such agreement and describe in detail the nature and extent of his participation; and
- (b) Identify each document which contains, refers or relates to each such agreement.

RESPONSE TO INTERROGATORY NO. 79:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is vague, ambiguous, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant admissible evidence. Without waiving its objections and subject thereto, no.

INTERROGATORY NO. 80:

Do you or your attorneys know of any person or persons not listed in the preceding answers having knowledge of facts relevant to the allegations in this lawsuit witnesses to the accident, injury, illnesses, etc. in question? If yes, please state the names, addresses, home telephone numbers, places of employment, relationship to you, the present whereabouts of all such persons, and which of said persons you intend to produce as witnesses in the trial of this action.

RESPONSE TO INTERROGATORY NO. 80:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is vague, ambiguous, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant admissible evidence. Without waiving its objections and subject thereto, none other than Plaintiff. Discovery is continuing and Defendant reserves its right to supplement this Response.

INTERROGATORY NO. 81:

Do you or your attorneys have any written statements which you have not previously produced in this suit from any persons having knowledge of facts relevant to the subject matter of this lawsuit, including witnesses to the accident, injury, illnesses, etc. in question? If yes, please state the names, addresses, home telephone numbers, place of employment, relationship to you and the present whereabouts of all such persons.

RESPONSE TO INTERROGATORY NO. 81:

Defendant incorporates the Preliminary Statement and General Objections. Defendant objects to this Interrogatory as it is vague, ambiguous, overly broad, unduly burdensome and not reasonably calculated to lead to the discovery of relevant admissible evidence. Defendant further objects to this Interrogatory to the extent it seeks confidential attorney-work product information. Without waiving its objections and subject thereto, none other than those previously produced in this litigation.

INTERROGATORY NO. 82:

State whether you were a member of the Asbestos Information Association (A.I.A.) or in any manner received information or participated in any of the association's activities.

RESPONSE TO INTERROGATORY NO. 82:

Defendant incorporates by reference its Response to Interrogatory No. 62 in responding to Interrogatory No. 82. Answering further, based on information reasonable available to it, Defendant denies it was ever a member of A.I.A.

INTERROGATORY NO. 83:

If your answer to any part of Interrogatory 82 is in the affirmative, please state:

- (a) The date, times and places of early A.I.A. meetings attended;
- (b) The date and time period during which you received any publication of the A.I.A.;
- (c) The name, address and telephone number of each and every person who attended such meetings and to whom any such publications were sent;
- (d) The nature of the information that was furnished at meetings or in such publications;
- (e) Name, address and telephone number of the present or last known custodian of any copies of A.I.A. newsletters, correspondence or publications.

RESPONSE TO INTERROGATORY NO. 83:

Defendant incorporates by reference its Response to Interrogatory No. 82 in responding to Interrogatory No. 83.

INTERROGATORY NO. 84:

State whether you received a publication known as the “Asbestos Magazine”.

RESPONSE TO INTERROGATORY NO. 84:

Defendant incorporates by reference its Response to Interrogatory No. 55 in responding to Interrogatory No. 84.

INTERROGATORY NO. 85:

If your answer to Interrogatory 84 is in the affirmative, please state:

- (a) The date and time periods during which you received such publication;
- (b) The frequency of receipt; e.g., regularly, occasionally, rarely, etc.;
- (c) The terms, circumstances or requirements of receipt of such publication, e.g., free, by subscription, distributed at meetings, etc.;
- (d) Name, address and telephone number of the present or last known custodian of any copies of such magazine.

RESPONSE TO INTERROGATORY NO. 85:

Defendant incorporates by reference its Response to Interrogatory No. 55 in responding to Interrogatory No. 85.

INTERROGATORY NO. 86:

Does the answering defendant have in its possession any medical records, not previously produced in this case relating to any of the plaintiffs, including, but not limited to, charts, x-rays, physical examination reports, summaries, tape recordings of interviews and any and all other records pertaining to the medical condition of the plaintiffs? If so, plaintiffs request that such records be produced in accordance with Rule 34.

RESPONSE TO INTERROGATORY NO. 86:

Defendant incorporates the Preliminary Statement and General Objections. Without waiving its objections and subject thereto, no.

INTERROGATORY NO. 87:

With respect to each contention contained in your response to the Complaint, state the following:

- (a) Identify which defense it relates to;
- (b) Each fact upon which your contention is based;
- (c) The names and present or last known addresses and present or last known employer of all persons having knowledge of any of the facts set out in answer to subparagraph (b) hereof;
- (d) The description or designation of each document which in any way reflects, relates or refers to any of the facts set out in answer to subparagraph (b) hereof.

RESPONSE TO INTERROGATORY NO. 87:

Defendant incorporates the Preliminary Statement and General Objections. Defendant further objects to this Interrogatory to the extent it seeks privileged attorney work product information. Without waiving its objections and subject thereto, see Defendant's Answer and Affirmative Defenses. Discovery is continuing and Defendant reserves the right to supplement this Response.

INTERROGATORY NO. 88:

Other than annual reports produced pursuant to No. 73 above, identify documents which accurately reflect the following information as to the answering defendant for each calendar year since 1940:

- (a) Total net worth;
- (b) Profits;
- (c) Total earnings;
- (d) Specific earnings attributed to the manufacture and/or distribution of any products containing asbestos.

RESPONSE TO INTERROGATORY NO. 88:

Defendant incorporates the Preliminary Statement and General Objections. This Interrogatory cannot possibly lead to the discovery of relevant, admissible evidence. Without waiving its objections and subject thereto, to the extent such information is in the public domain, it is equally available to the Plaintiffs and Plaintiffs' counsel.

AMERICAN STANDARD INC.

/s/ Ana Marina McCann (I.D. No. 4374)

BY: Ana Marina McCann, Esq.
Marshall Dennehey Warner Coleman & Goggin
1220 N. Market Street, 5th Floor
Wilmington, DE 19801
Attorneys for Defendant, American Standard Inc.

STATE OF NEW JERSEY)
) SS
COUNTY OF MIDDLESEX)

VERIFICATION

I, Marilyn Gargano, am the Assistant Treasurer of American Standard Inc. and I sign these Responses for and on behalf of the defendant and I am duly authorized to do so. The matters stated in the foregoing RESPONSES TO INTERROGATORIES AND REQUEST FOR PRODUCTION are not all within my personal knowledge; such facts as stated in the Responses which are not within my personal knowledge have been assembled by authorized former employees and current agents of American Standard Inc. as set forth in the Preliminary Statement. I am informed and I believe that the facts stated in the Responses are true and correct.

By: _____
MARILYN GARGANO

SUBSCRIBED AND SWORN TO BEFORE ME, this _____ day of January, 2006.

NOTARY PUBLIC
My Commission Expires:

Exhibit 9

CAUSE NO. CC-99-8033-B

MALCOLM LEE MURPHY, JR. and ANNETTE HARBERT MURPHY	§	IN THE COUNTY COURT
	§	
V.	§	AT LAW NO. 2
	§	
OWENS CORNING (a/k/a OWENS CORNING CORPORATION); ET AL	§	DALLAS COUNTY, TEXAS

**DEFENDANT AMERICAN STANDARD INC.'S RESPONSES TO PLAINTIFFS'
MASTER INTERROGATORIES AND REQUESTS FOR PRODUCTION**

Defendant American Standard Inc.'s ("American Standard," "ASI," or "this Defendant"), for its Responses to Plaintiffs' Master Interrogatories and Requests for Production, states as follows:

PRELIMINARY STATEMENT AND GENERAL OBJECTIONS

This Defendant's Response to each of these Interrogatories incorporates this Preliminary Statement and these General Objections.

The information used in responding to these Interrogatories was assembled by authorized employees and counsel for this Defendant and was derived primarily from an ongoing review of records and from ongoing discussions with this Defendant's past and present employees. Because much of the information is of, or relates to, events of many years ago, it is difficult, if not impossible, for this Defendant to retrieve or reconstruct some of the requested information. Many of the individuals who might have had personal knowledge of the matters to which Plaintiffs' discovery relate are deceased or are otherwise unavailable to Defendant, and investigations to date indicate that at least some information and documents which might relate to matters inquired into by Plaintiffs' discovery may have been destroyed pursuant to Defendant's normal record retention policy or are

American Radiator bought Kewanee Boiler Co., which had been formed in 1898.

Following the merger in 1929, the company was known as the American Radiator & Standard Sanitary Corporation, until 1967 when it changed its name to American Standard Inc.

In 1952, Kewanee was merged into Kewanee-Ross Corporation, which was dissolved in 1955. Kewanee was thereafter operated as a part of various divisions of American Standard, until 1970, when the Kewanee Boiler assets were sold to Kewanee Boiler Corp., an unrelated entity. In 1974, American Standard sold its Hydronics Division, which had conducted American Standard's remaining boiler business.

Prior to 1975, American Standard, through its predecessors and divisions, engaged in the manufacture of relatively small boilers or pre-packaged boilers and burners for use in residential, commercial, institutional and industrial settings. American Standard has never engaged in the mining, milling, manufacture, sale or distribution of asbestos or asbestos fiber. It has never manufactured asbestos-containing insulation products. On occasion, prior to the late 1920s, but not thereafter, it may have offered, in unaltered condition, small quantities of asbestos cement and asbestos pipe covering manufactured by others as accessories to boiler sales. On occasion, prior to 1972, it may have offered, in unaltered condition, small quantities of rubberized asbestos-containing gaskets, rope and packing for replacement use in boilers.

Some boilers manufactured and sold by American Standard in some instances at some points in time, may have contained asbestos-containing components such as block, cement, gaskets, rope, air cell, board, tape, paper and/or packing manufactured by other companies such as Johns-Manville, Grant-Wilson, Palmer Asbestos & Rubber Company, Janos Asbestos Co., Eagle-Picher and Garlock. Other manufacturers may have supplied products as well. Such components were used by American Standard in its products in unaltered condition. Most of the above products were located beneath the boiler jacket. Commencing in the 1930s, metal jackets were utilized to insulate and enclose boilers. Also, fiberglass began to be used in the place of asbestos in boilers in the 1940s. By the early 1950s, all boiler jackets manufactured by American Standard were insulated with fiberglass or mineral wool. After 1955, every American Standard boiler was jacketed. Kewanee boilers were jacketed beginning in 1960. American Standard and Kewanee boilers that were not jacketed, were not insulated at manufacture, but were shipped bare metal without insulation. By the 1970-72 time frame, Kewanee boilers no longer incorporated asbestos-containing gaskets and rope. American Standard does not have detailed information regarding all the products it may have sold, as there have been numerous mergers, acquisitions and dispositions over the years. However, Attachment A itemizes the American Standard boiler and heating products presently believed to have contained an asbestos-containing component in the past.

INTERROGATORY NO. 13:

Did Defendant or any of its subsidiary companies make any design changes as a result of the tests discussed in your response to Interrogatories No. 8 or 11? If the answer is affirmative, state:

- A. The names of the products changed or modified.**
- B. The name, address, and job title of each person responsible for having made a change or modification.**
- C. The nature of the hazard or defect which resulted in such change or modification.**

ANSWER TO INTERROGATORY NO. 13:

See Objections and Response to Interrogatory No. 8.

INTERROGATORY NO. 14:

Has Defendant or any of its predecessor or subsidiary companies at any time published or distributed any printed material, including brochures, pamphlets, catalogs, packaging or other written material or any kind of character containing any warnings concerning the possibility of injury resulting from the use of the asbestos-containing products listed in Interrogatory No. 6? If so, state:

- A. The names of each relevant product.**
- B. The exact wording of each warning statement on each printed material.**
- C. A description of the printed material other than the warning statement.**
- D. The method used to distribute the warning to persons likely to use the product.**
- E. The date each warning was first issued, distributed, or placed on packaging.**
- F. The name, address, and job title of each person responsible for having drafted or issued the warning.**
- G. The current location of any such printed material and the custodian thereof.**
- H. The form in which such literature or printed material can be accessed, i.e., the manner in which such literature is indexed or stored.**

ANSWER TO INTERROGATORY NO. 14:

Defendant objects to this Interrogatory on the grounds that it is overly broad, unduly burdensome, harassing, vague, argumentative, ambiguous, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. It is not limited to a relevant time frame, product or job site. Subject to and without waiving such objection, American Standard did not manufacture any of the asbestos-containing component parts incorporated "as is," without substantial change, into its boiler products. Moreover, on information and belief, any asbestos-containing components utilized in its boilers/burners were located beneath the boiler jacket and/or otherwise encapsulated. On information and belief, no harmful levels of respirable asbestos fibers were released from ASI boilers and, as such, no warnings regarding asbestos were believed necessary.

INTERROGATORY NO. 15:

Before 1970, had you received notice that any individual or individuals, other than those Plaintiffs who have filed personal injury actions in Dallas County, Texas, is or are claiming or has or have claimed an injury as a result of using asbestos products manufactured and/or sold by your company or any of its predecessors or subsidiaries before 1970? If so, state:

- A. The name and address of each claimant.**
- B. The date of notice of each claim.**
- C. A description of the claim.**
- D. The type of injuries allegedly sustained.**
- E. The name and address of each attorney who represents each individual making a claim.**
- F. The style and court number of each claim.**
- G. The disposition of each claim that has been settled or taken to judgment.**

ANSWER TO INTERROGATORY NO. 15:

Defendant did not manufacture "asbestos products." Prior to 1970, American Standard received no notice of any claimed asbestos-related injuries alleged to have occurred as a result of using American Standard boilers.

documents exist, by way of catalogs, brochures or manuals.

REQUEST FOR PRODUCTION NO. 2:

Please produce any diagrams or schematics indicating, stating or detailing the existence of any of your subsidiaries, predecessors, or divisions as defined on Page 1 of these Interrogatories and Request for Production.

RESPONSE:

Defendant objects to this Request for Production on the grounds that it is overly broad, unduly burdensome, harassing, vague, ambiguous, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects on the grounds that this Request for Production seeks discovery of information protected from disclosure by the attorney client communications, core work product, investigation and party communication privileges.

Dated this the 16th day of March, 2000.

Respectfully submitted,

GERMER, BERNSEN & GERTZ, LLP

By: _____


JAMES R. OLD, JR.

State Bar No.: 15242500

805 Park Street

Beaumont, Texas 77701

Telephone: (409) 838-2080

Telecopier: (409) 838-4050


ATTORNEY FOR DEFENDANT
AMERICAN STANDARD INC.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the above and foregoing Defendant, American Standard, Inc.'s Answers to Plaintiffs' Master Set of Interrogatories and Request for Production, has been served by Certified Mail, Return Receipt Requested, postage pre-paid and properly addressed on Plaintiff's counsel of record on this 16th day of March, 2000:

Mr. Ben K. Dubose
BARON & BUDD,
The Centrum, Suite 1100
3102 Oak Lawn Avenue
Dallas, Texas 75219

CM/RRR



James R. Old, Jr.

VERIFICATION

STATE OF NEW JERSEY

COUNTY OF MIDDLESEX

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the jurisdiction aforesaid, the within named William R. Hedden, who, having been first by me duly sworn, stated on his oath that he signed the above and foregoing Responses to Plaintiffs' Master Interrogatories and Requests for Production for and on behalf of American Standard Inc., sued as American Standard Inc., and that he is duly authorized so to do; that the matters stated in the above and foregoing Responses are not solely within his personal knowledge, but that he is informed that there is no single officer of American Standard Inc. who has personal knowledge of all such matters; that the facts stated in said Response have been assembled by various employees, agents, representatives and counsel; and that he is informed and believes that the facts set forth in said Response are true and correct as herein stated.



WILLIAM R. HEDDEN
CORPORATE COUNSEL

SWORN TO AND SUBSCRIBED BEFORE ME, this the 9th day of March, 2000.



NOTARY PUBLIC

My Commission Expires:

SHIRLEY A. VICKERMAN, NOTARY PUBLIC
State of New Jersey, No. 2168153
Qualified in Essex County
Commission Expires 03-25-2001

GERMER, BERNSEN & GERTZ, L.L.P.

ATTORNEYS AT LAW
805 PARK STREET

BEAUMONT, TEXAS 77701

(409) 838-2080 • FAX (409) 838-4050

E-MAIL: postmaster@germer.com • WEB PAGE: www.germer.com

JAMES R. OLD, JR.
PARTNER

e-mail: jold@germer.com

June 16, 2000

Re: Cause No.: CC-99-08033-B; *Malcom Lee Murphy, Jr. and Annette Harbert Murphy vs. Owens Corning (a/k/a Owens Corning Corporation), et al.*; In the County Court at Law #2; Dallas County, Texas; G & G File No. 11592

Mr. Ben K. DuBose
BARRON & BUDD
The Centrum, Suite 1100
3102 Oak Lawn Avenue
Dallas, Texas 75219

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Dear Ben:

Enclosed please find an Attachment A which was inadvertently left off American Standard's responses to Plaintiffs' Master Set of Discovery. I apologize for any inconvenience.

Please do not hesitate to give me a call with any questions.

Yours truly,

GERMER, BERNSEN & GERTZ, L.L.P.



James R. Old, Jr.

JRO tgm
Enclosure

F:\wpdocs\11592\corresp\dubose 012.wpd

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Three Allen Center • 333 Clay • Suite 4105 • Houston, Texas 77002 • (713) 650-1313 • Fax (713) 739-7420

GERMER, BERNSEN, GERTZ, BEAMAN & BROWN, L.L.P.
Bank One Tower • Suite 1700 • 221 West 6th Street • Austin, Texas 78701 • (512) 472-0288 • Fax (512) 472-0721

ATTACHMENT "A"

Information Sheet Regarding American Standard Heating Products
Containing Asbestos Components

Please note that only those furnaces, winter air conditioners, boilers/burners as to which there is current verifiable information of an asbestos component at one time are included in this list.

1. A-3, A-5 and FR-A-3 OIL FIRED BOILERS

Manufactured from approximately 1963-1973.
Burner Pressure Plate insulation was composed of wire woven asbestos cloth. The hanger-mount in the burner contained asbestos tape. It is believed that the tape was supplied by Johns-Manville. May have also contained asbestos gaskets.
2. A-7 OIL/STOKER/HAND-FIRED BOILERS

Manufactured from approximately 1955-1973
The combustion chamber base was composed of 1" asbestos board.
May have also contained asbestos gaskets.
3. APH OIL BOILER, WATER ONLY SERIES 1B

Manufactured from approximately 1963-1965.
The combustion chamber (retainer) contained 1/4" asbestos air cell corrugated paper with aluminum foil on flat side. The paper was purchased from Grant Wilson, Inc., Chicago, Illinois. May have also contained asbestos gaskets.
4. ARCOLINER OIL-FIRED WET BASE BOILER

Manufactured from approximately 1946-1950.
A layer of air cell asbestos insulation was placed beneath the flush metal jacket of the boiler.
5. EMPIRE GAS BOILER

Manufactured from approximately 1928-1950.
Jacket insulated with aircell asbestos insulation.

6. SUNBEAM ARLINGTON, CLIFFDALE AND ALLERTON FURNACES

Contained asbestos gaskets and asbestos rope on burner mount. Coal hand fired Arlington steel pipeless furnace (but not Arlington steel pipe or Arlington square steel pipe furnaces) also contained asbestos cement

7. SUNBEAM KENWOOD FURNACE

Contained asbestos paper and cement.

8. G-2 GAS BOILER

Manufactured from approximately 1957-1974.
The boiler jacket canopy was sealed with 1/4" asbestos wick packing, which was purchased from Johns-Manville or Janos Asbestos Company. May have also contained asbestos gaskets.

9. G-60 GAS BOILER

Manufactured from approximately 1960-1968.
The cover plate was sealed with 1/2" diameter integral asbestos rope gasket, supplied by Johns-Manville. May have also contained asbestos gaskets.

10. GPH PACKAGED GAS-FIRED BOILERS

Manufactured from approximately 1963-1969.
The canopy was sealed with Johns Manville Besto-Tac adhesive asbestos tape or approved equivalent. May have also contained asbestos gaskets.

11. GPMX and GPM PACKAGED-FIRED BOILERS

Manufactured from approximately 1968-1974.
The canopy was sealed with an integral asbestos gasket for gas tight seal. May have also contained asbestos gaskets.

12. GPR GAS BOILER (WATER ONLY) SERIES 1B

Manufactured from approximately 1962-1964.
The canopy was sealed with 3/8" wide and 1/16" thick asbestos tape. May have also contained asbestos gaskets.

13. PFA-3 STEAM OR HOT WATER BOILER

Manufactured from approximately 1969-1974.
Contained asbestos gaskets.

The Clean-Out Radiator Shield assembly was lined with asbestos air cell corrugated paper with .001 aluminum foil on the flat side.

14. V-3 OIL-FIRED BOILER-BURNER

Manufactured in 1974.
Asbestos tape used on burner plate.

15. MOHAWK, WINTERWAY AND CHIPPEWA WINTER AIR CONDITIONERS

Contained asbestos wick packing and gaskets.

16. JACKETS FOR IDEAL TYPE A 23" AND 29" BOILERS

Manufactured approximately 1920-1925.
Lined with 16 ply air cell asbestos, reinforced on both sides with 1/8" asbestos board.

17. JACKETS FOR IDEAL WATER TUBE 23" AND 29" BOILERS

Manufactured approximately 1923-1947.
Lined with 16 ply air cell asbestos, reinforced on both sides with 1/8" asbestos board.

18. JACKETS FOR IDEAL SMOKELESS BOILERS 29"

Manufactured 1925.
Lined with 16 ply air cell asbestos, reinforced on both sides with 1/8" asbestos board.

19. KEWANEE FORCED DRAFT SCOTCH PACKAGE UNIT

Manufactured 1960.
Contained asbestos packing.

20. KEWANEE-PETRO BOILER BURNER UNIT

Manufactured 1964.
Doors sealed by a riveted asbestos tape gasket.

21. JACKETS FOR KEWANEE TYPE "R" BOILERS

Manufactured 1937.
Jackets lined with multi-ply asbestos insulation.

22. KEWANEE SQUARE "R" BOILER

Manufactured 1952.
Doors sealed with asbestos rope gasket.

23. KEWANEE TYPE "C," "M" AND "R" BOILERS

Upon information and belief, these boilers may have contained rubberized asbestos gaskets, asbestos rope and/or asbestos packing.

24. ARCOFLAME OIL BURNERS

Burner pedestal mounting contained asbestos.

Exhibit 10

In the Matter Of:

Shaun Beaudoin vs

A.O Smith Water Products Company, et al.

SHAUN BEAUDOIN

April 09, 2024



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VOLUME 1
PAGES 1 - 153
EXHIBITS: None

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. SUPERIOR COURT DEPT.
OF THE TRIAL COURT
NO. 24-0402

SHAUN BEAUDOIN and LISA BEAUDOIN, *
Plaintiffs, *
vs. *
A.O. SMITH WATER PRODUCTS *
COMPANY, et al., *
Defendants *

VIDEOTAPED VIDEOCONFERENCE DEPOSITION OF
SHAUN BEAUDOIN
Tuesday, April 9, 2024
11:05 a.m. - 3:27 p.m.

--- Deanna L. Veinotte, RPR, CRR, CCP, CRC ---
LEXITAS
(508) 478-9795 ~ (508) 478-0595 (Fax)
www.LexitasLegal.com

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A P P E A R A N C E S :

(Counsel, witness, and court reporter appeared remotely)

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17 Co., individually and as successor-in-interest
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16 Representing Flowserve US, Inc., solely as
17 successor to Edward Valves, Inc., Edward Vogt
18 Valve Company, Nordstrom Valves, Inc., and
19 Rockwell Manufacturing Company:
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Honeywell International, Inc. f/k/a
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the Bendix Corporation:
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1 Q. And at some point in time, did you go
2 full-time for that company?

3 A. Yes, sir.

4 Q. When was that?

5 A. I believe that was when I got out of
6 high school.

7 Q. All right.

8 A. During that period.

9 Q. So let's see, what year -- I
10 apologize, what year again was it that you
11 graduated high school?

12 A. May of '74.

13 Q. Okay. And then just so we have the
14 timeline, you start full-time in 1974, and how
15 many years did you work full-time from that
16 point on?

17 MR. BINDER: Objection.

18 Mischaracterizes the witness's answer.

19 Q. So in 1974 you started working for
20 Beaudoin Brothers full-time; is that accurate?

21 MR. BINDER: Objection.

22 A. Yeah.

23 Q. Well, in 1974, did you work full-time
24 for Beaudoin Brothers?

1 A. For a short period. We didn't get
2 along too well.

3 Q. Okay. And how long a period of time
4 did you work full-time when you started in
5 1974? Was it weeks, months, years?

6 A. Probably just a couple of months and
7 we butted heads.

8 Q. And were you butting heads with your
9 father or your uncle?

10 A. My father.

11 Q. So after approximately a couple of
12 months working for Beaudoin Brothers, what did
13 you do for work?

14 A. I helped a friend build racquetball
15 courts. Then I went out to Ohio and we sanded
16 the bowling alleys, a lot of floor work. I'd
17 go back and forth. My uncle would call, tell
18 me to get back to work. I'm really well with
19 my uncle, so I listen to him a lot better than
20 my father.

21 Q. Okay. And at some point did you
22 rejoin Beaudoin Brothers?

23 A. Yes, sir. When I got out of the
24 service.

1 Q. Okay. And what year was that?

2 A. 1980. It would be February 1980.

3 Q. Okay. So after your discharge from
4 the Army in February of 1980, did you start
5 working full-time for Beaudoin Brothers?

6 A. Yes, sir.

7 Q. And from February 1980 forward, how
8 long did you work as a full-time employee for
9 Beaudoin Brothers?

10 A. Until the end of 1997.

11 Q. And during that period of time, the
12 beginning of 1980 until 1997, did you have any
13 other employment during that period of time?

14 A. I don't believe so.

15 Q. Were you able to mend fences with your
16 father, or had he retired from Beaudoin
17 Brothers to help the relationship?

18 A. No, it would be rocky from time to
19 time, but we always -- they would just send me
20 out to get rid of me. I'd do my work and my
21 uncle would be the go-to guy for me, but we
22 didn't mend fences until later with my father
23 when he was dying.

24 Q. But, again, when you went back in

Exhibit 11

In the Matter Of:

Shaun Beaudoin vs

A.O Smith Water Products Company, et al.

SHAUN BEAUDOIN

April 10, 2024



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VOLUME 2
PAGES 154 - 302
EXHIBITS: None

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. SUPERIOR COURT DEPT.
OF THE TRIAL COURT
NO. 24-0402

SHAUN BEAUDOIN and LISA BEAUDOIN, *
Plaintiffs, *
vs. *
A.O. SMITH WATER PRODUCTS *
COMPANY, et al., *
Defendants *

CONTINUED VIDEOTAPED VIDEOCONFERENCE
DEPOSITION OF SHAUN BEAUDOIN
Wednesday, April 10, 2024
10:44 a.m. - 2:46 p.m.

--- Deanna L. Veinotte, RPR, CRR, CCP, CRC ---
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(Counsel, witness, and court reporter appeared remotely)

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1 Q. Okay. And when you say service for a
2 boiler, what did that include?

3 A. Cleaning. Oil filter, nozzle, opening
4 the boiler up, rodding out the sections,
5 vacuuming out the chamber, a normal service.

6 Q. Okay. Now, you gave us a description
7 of the process yesterday that you would follow
8 to take apart an old boiler, you know, from
9 kind of breaking down the sections?

10 A. Yeah.

11 Q. What type of boiler was it that you
12 were describing for that process because it was
13 different sections?

14 A. Those would be the bigger boilers, the
15 600-pound-plus boilers that I couldn't get out
16 of the cellar. The smaller ones I could get
17 out as a block but they were -- jeez, there was
18 several. There was an H.B. Smith,
19 Weil-McLains. As far as the big ones were
20 concerned, those were the two major ones.

21 American Standard sometimes I would
22 break in half, separate them. Burnhams were
23 the same as American Standard, essentially.
24 You break those in half, make it easier to get

1 out. That was the purpose.

2 Q. Were those sometimes referred to as
3 sectional boilers?

4 A. Yes, sir.

5 Q. Okay. So the process that you
6 described yesterday was the process for
7 removing sectional boilers which you're telling
8 us now tend to be the larger 600-pound-plus
9 boilers; is that accurate?

10 A. Yes, sir.

11 Q. Okay. And would the process that you
12 described for removing sectional boilers be
13 consistent regardless of the brand of boiler
14 that was being removed?

15 A. Essentially, yes.

16 Q. And if you encountered a boiler that
17 had to be removed that was, like you said, a
18 smaller one piece --

19 A. Steel, yeah.

20 Q. -- can you walk us through the process
21 that you would follow to remove one of those
22 smaller boilers?

23 A. Yeah. Cut out -- drain the system --
24 isolate and drain the system, then cut your

1 feed pipe, cut your return pipe, undress the
2 boiler as far as the casing is concerned, take
3 off the burner, take off the burner mounting
4 plate just to lighten it and strap up the
5 boiler or a smaller cast-iron boiler to a dolly
6 and slide it out of the cellar.

7 Q. And when you said undress the boiler,
8 what does that mean?

9 A. Remove the casings and the insulation
10 that was under the casing. You make it as
11 light as possible.

12 Q. Now, in addition to boilers, when you
13 were either removing old boilers or installing
14 new boilers, other than the boilers themselves,
15 was there any other equipment associated with
16 it that you had to either remove, install, or
17 repair?

18 A. In removing the boilers.

19 Q. Other than the boilers themselves,
20 like, was there any other equipment associated
21 with the boilers that you also had to, again,
22 either remove, repair, or replace?

23 A. We put a new boiler in. We would cut
24 out the old pumps. We would replace the pumps,

1 there was Rockwell. There was Powell, Jenkins
2 which was the best of the bunch, NIBCO.

3 Q. What was that one?

4 A. NIBCO, N-I-B-C-O.

5 Q. Okay.

6 A. There was Wolverine Brass. There was
7 Crane valves. They had American Standard
8 valves. They had -- some of the old systems
9 had the big valves, outside yoke assembly,
10 OS&Ys, that would be Simplex and Grinnell would
11 be the two major ones I deal with.

12 Q. Now, you mentioned a flue pipe. Do
13 you remember any brand names, trade names, or
14 manufacturers' names of flue pipe that you
15 worked with?

16 A. No, sir, not the names.

17 Q. Okay. And then you also mentioned
18 removing insulation from pipes. For any
19 insulation that you removed, do you know the
20 brand name, trade name, or manufacturer's name
21 of it?

22 A. Oh, no, no, not without guessing.

23 Q. Okay. When I asked you to describe
24 for us the process that you would follow to

1 nozzle on the burner. Some instances you'd
2 lose a coupling between the motor and the oil
3 pump. The new nozzle and the new filter was
4 essential. And in order to do any of that,
5 again, you opened the boiler up and you cleaned
6 the flue passage, so you get that boiler as
7 clean as you can. That's the only way you're
8 going to get the proper settings when you put
9 that new nozzle in.

10 Q. Okay. And then you also mentioned
11 valves. Now, with respect to valves, did you
12 remove old valves, install new valves, and
13 repair existing valves? Did you do all of
14 those three categories of work?

15 A. Yes, sir.

16 Q. And if you walked us through the
17 process that you would follow to remove old
18 valves, would that be consistent regardless of
19 the brand or style of valve?

20 A. Yes, sir.

21 Q. And could you walk us through the
22 process that you followed to remove old valves?

23 A. Well, it depends upon the location of
24 it, but you, again, drain -- you'd have to

1 drain the system to that point, below that
2 point or you're going to get wet and burned.
3 Usually cut the shortest line, the one
4 underneath it, wherever -- because there was a
5 lot of steel piping there. You'd have to cut
6 the pipe and back the valve off using 2-foot
7 wrenches, an 18 and a 2 foot, you'd back the
8 valves out of there.

9 More times we were able to fix it
10 because they were gate valves. They were good
11 valves. Once you remove the old valve, you put
12 the same size valve right back in and then do
13 it with a nipple and a coupling underneath it
14 to get that piece you cut out, nipple and a
15 union, for instance.

16 To repair them, all valves leak on the
17 packing on top, so what I would do is I'd shut
18 the valve down tight, take the handle off, back
19 off the packing nut and slide the new
20 packing -- take out the old packing with a
21 little screwdriver or an awl and install the
22 new packing and then snug it down, just snug
23 it.

24 Q. And then for the old packing that came

Exhibit 12



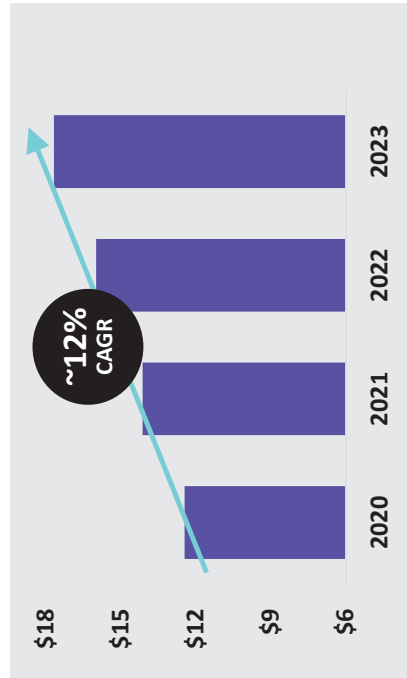
Investor Presentation

March 2024

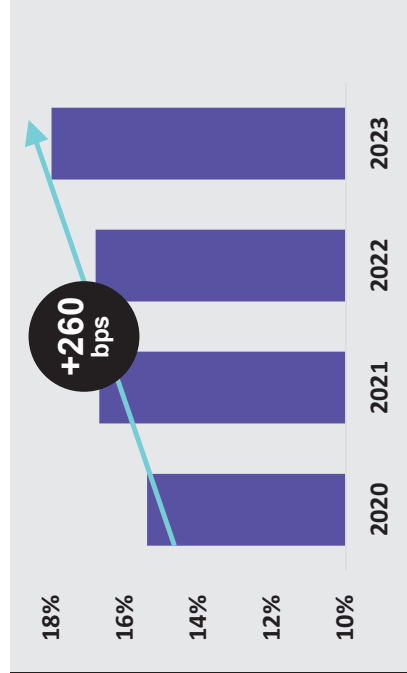
CULTURE OF PERFORMANCE EXCELLENCE

Relentless Investments in Innovation and Growth, People and Culture and Best-in-Class BOS Delivering Consistent Strong Financial Performance

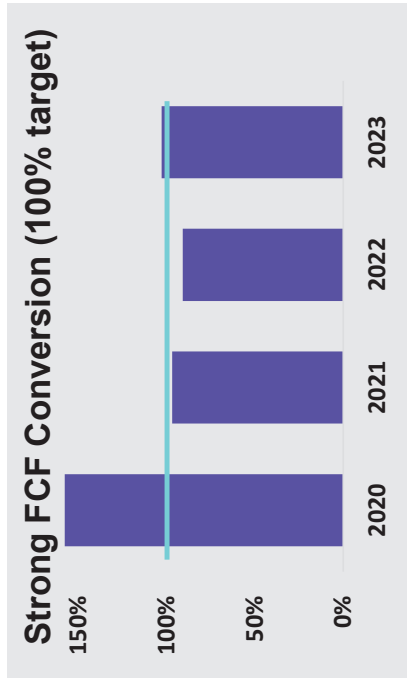
**Revenue*
(\$B)**



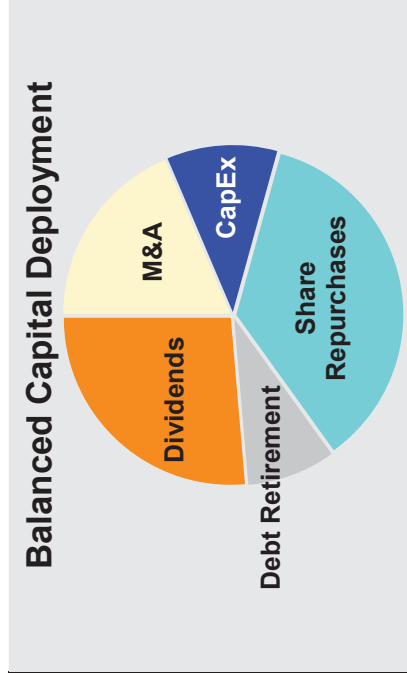
Adjusted EBITDA Margin*



FCF % of Adj. Net Earnings



~\$9B Total Capital Deployed 2020-2023



* 2020 historical information restated to reflect Ingersoll Rand Industrial segment in discontinued operations

Purpose Driven Strategy, Best In Class BOS, Uplifting Culture Drive Continued Strong Financial Performance. Positioned for Growth in 2024 with Standout Bookings & Backlog

- **Bookings / backlog remain strong, led by longer cycle, commercial HVAC businesses globally**
 - Q4 CHVAC organic bookings* up mid-teens in Americas and EMEA segments
 - Q4 Americas CHVAC 3-yr stack organic bookings up >50%, led by longer cycle applied equip. - up over 100% - and carrying long svcs tail 8-10X equip revs
 - Strong and growing CHVAC project pipeline globally. Leveraging power of direct salesforce, deep customer relationships and leading innovation to remain agile & deliver differentiated solutions for customers and win across growth verticals
 - Heavily investing in salesforce excellence initiatives in 2023 and 2024 to accelerate growth across key vertical markets / leading products & solutions
- **Strong execution across diversified and resilient global portfolio**
 - Strong growth, margin expansion, adjusted EPS* and Free cash flow*, despite revenue impacts from normalization of Resi and Transport mkts in the Americas
- **Well-positioned for continued growth in 2024**
 - High levels of business reinvestment in 2023 expected to begin yielding dividends in 2024, with majority of impact 2025-2026
 - Record year-end backlog in 2023 of \$6.9B, 2.5X historical norms
 - Backlog ~90% CHVAC, with majority complex, applied systems; bolsters visibility and supports high margin, long-term services tail
- **Balanced capital allocation in 2023. Financial position, liquidity and balance sheet bolster resilience and optionality**
 - Deployed or committed approximately \$2.4 billion in 2023. Expect ~\$2.5B in 2024
 - Free cash flow of 103% of adjusted net earnings* in 2023
- **Initiating strong 2024 revenue and EPS guidance**
 - Organic revenue* growth of +6% to +7%
 - Adjusted EPS of \$10.00 to \$10.30, up 11% to 14% from 2023 (see p.20 for more detail)
 - Executing our high-performance flywheel - strong business reinvestment, market outgrowth, robust earnings and FCF to deliver differentiated financial performance & leading shareholder returns over the long term

*Includes certain Non-GAAP financial measures. See the company's Q4 2023 earnings release for additional details and reconciliations
Note: Information as of February 1, 2024. NOT AN UPDATE OR REAFFIRMATION

BALANCED CAPITAL DEPLOYMENT

\$2.4B Capital Deployed in 2023 Including Targeted M&A Across Key Markets and Verticals. Expect to Deploy ~\$2.5B in 2024

Balanced Capital Deployment

	Actual 2023	Target FY 2024	
Dividends	\$684M	~\$0.7B	<ul style="list-style-type: none"> Increased dividend 12% in 2023
M&A, investments	\$895M	~\$1.8B	<ul style="list-style-type: none"> Share repurchases of \$750M (inc. activity from Jan 2024); ~\$2.45B remaining authorization Deployed ~\$900M to M&A in 2023: <ul style="list-style-type: none"> Nuvolo augments energy services, digital solutions. Closed in Q4. Industrial process cooling in EMEA and Americas. Precision temperature control cooling technology in Americas.
Share repurchases (inc. Jan '24)	\$750M		<ul style="list-style-type: none"> M&A pipeline remains active
Total Capital Deployed/Committed	~\$2.4B*	~\$2.5B	<ul style="list-style-type: none"> Shares remain attractive, trading below our calculated intrinsic value

* Includes debt retirement of \$46M

Note: Information as of February 1, 2024---NOT AN UPDATE OR REAFFIRMATION

Exhibit 13

Accelerating Action for Impact

2023 Annual Report
2024 Notice and Proxy Statement

BACKLOG

Our backlog of orders, believed to be firm, at December 31, was as follows:

IN MILLIONS	2023	2022
Americas	\$ 5,302.9	\$ 5,325.2
EMEA	614.9	616.1
Asia Pacific	1,012.7	941.8
Total	\$ 6,930.5	\$ 6,883.1

These backlog figures are based on orders received and only include amounts associated with our equipment and contracting and installation performance obligations. A major portion of our residential products are built in advance of order and either shipped or assembled from stock. We expect to ship a majority of the December 31, 2023 backlog during 2024. However, orders for specialized machinery or specific customer applications are submitted with extended lead times and are subject to revision and deferral, and to a lesser extent cancellation or termination. To the extent projects are delayed or there are resource constraints, the timing of our revenue could be affected.

ENVIRONMENTAL MATTERS

We continue to be dedicated to environmental and sustainability programs to minimize the use of natural resources, reduce the utilization and generation of hazardous materials from our manufacturing processes and to remediate identified environmental concerns. As to the latter, we are currently engaged in site investigations and remediation activities to address environmental cleanup from past operations at current and former manufacturing facilities.

It is our policy to establish environmental reserves for investigation and remediation activities when it is probable that a liability has been incurred and a reasonable estimate of the liability can be made. Estimated liabilities are determined based upon existing remediation laws and technologies. Inherent uncertainties exist in such evaluations due to unknown environmental conditions, changes in government laws and regulations, and changes in cleanup technologies. The environmental reserves are updated on a routine basis as remediation efforts progress and new information becomes available.

We are sometimes a party to environmental lawsuits and claims and have received notices of potential violations of environmental laws and regulations from the Environmental Protection Agency and similar state and international authorities. We have also been identified as a potentially responsible party (PRP) for cleanup costs associated with off-site waste disposal at federal Superfund and state remediation sites. In most instances at multi-party sites, our share of the liability is not material.

In estimating our liability at multi-party sites, we have assumed that we will not bear the entire cost of remediation of any site to the exclusion of other PRPs who may be jointly and severally liable. The ability of other PRPs to participate has been taken into account, based on our understanding of the parties' financial condition and probable contributions on a per site basis.

For a further discussion of our potential environmental liabilities, see Note 20 "Commitments and Contingencies" to the Consolidated Financial Statements.

ASBESTOS-RELATED MATTERS

We are involved in a number of asbestos-related lawsuits, claims and legal proceedings. In June 2020, our indirect wholly-owned subsidiaries Aldrich Pump LLC (Aldrich) and Murray Boiler LLC (Murray) each filed a voluntary petition for reorganization under Chapter 11 of Title 11 of the United States Code (the Bankruptcy Code) in the United States Bankruptcy Court for the Western District of North Carolina in Charlotte (the Bankruptcy Court). As a result of the Chapter 11 filings, all asbestos-related lawsuits against Aldrich and Murray have been stayed due to the imposition of a statutory automatic stay applicable in Chapter 11 bankruptcy cases. Only Aldrich and Murray have filed for Chapter 11 relief. Neither Aldrich's wholly-owned subsidiary, 200 Park, Inc. (200 Park), Murray's wholly-owned subsidiary, ClimateLabs LLC (ClimateLabs), Trane Technologies plc nor its other subsidiaries (the Trane Companies) are part of the Chapter 11 filings. In addition, at the request of Aldrich and Murray, the Bankruptcy Court has entered an order temporarily staying all asbestos-related claims

against the Trane Companies that relate to claims against Aldrich or Murray (except for asbestos-related claims for which the exclusive remedy is provided under workers' compensation statutes or similar laws).

The goal of these Chapter 11 filings is to resolve equitably and permanently all current and future asbestos-related claims in a manner beneficial to claimants, Aldrich and Murray through court approval of a plan of reorganization that would create a trust pursuant to section 524(g) of the Bankruptcy Code, establish claims resolution procedures for all current and future asbestos-related claims against Aldrich and Murray and channel such claims to the trust for resolution in accordance with those procedures.

For detailed information on the bankruptcy cases of Aldrich and Murray, see:

- Part I, Item 1A, "Risk Factors - Risks Related to Litigation,"
- Part I, Item 3, "Legal Proceedings,"
- Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations - Significant Events," and
- Part II, Item 8, Consolidated Financial Statements, Note 1, "Description of Company," and Note 20, "Commitments and Contingencies."

HUMAN CAPITAL MANAGEMENT

Our people and culture are critical to achieving our operational, financial and strategic success.

As of December 31, 2023, we employed approximately 40,000 people in approximately 60 countries including over 15,000 outside of the United States. As of December 31, 2023, 25.9% of our global employees were women and 37.2% of our employees in the United States were racially and ethnically diverse. In 2023, 30.9% of our new hires globally were women and 53.0% of new hires in the United States were racially and ethnically diverse. Approximately 25.2% of leadership and management positions were held by women as of December 31, 2023. The diversity percentages included in this section exclude current year business acquisitions.

As a result of maintaining a consistent focus on an uplifting culture, our key talent (employees with the highest potential rating) retention rate excluding retirements in 2023 was 96.4%. Our company-wide (all employees) voluntary retention rate excluding retirements was 90.4%.

Culture and Purpose

In 2023, we continued to drive our purpose to boldly challenge what's possible for a sustainable world through our strategic priorities and 2030 Sustainability Commitments. We use our Leadership Principles to guide our actions each day and enable our uplifting, engaging and inclusive culture. As part of our commitment to people and culture, we strive to create a work environment where our people uplift each other, make a positive impact on the planet and thrive at work and at home.

Since 2006, our annual employee engagement survey has enabled employees to share their experiences and perceptions of our Company. Employees provide ratings and written comments for continuous improvement. In 2023, 87% of our workforce participated in our annual engagement survey, and our overall employee engagement score remains high. While our work on culture is never done, these scores indicate that we're continuing to raise the bar to increase pride, energy and optimism across the company and create the best employee experience.

Diversity and Inclusion

Our commitment to Diversity and Inclusion is core to our purpose and our 2030 Sustainability Commitments. We are proud members of Paradigm for Parity (a coalition of more than 100 corporations who have committed to closing the gender gap in corporate leadership) and OneTen (a coalition dedicated to closing the opportunity gap for Black talent and others in America). In addition, we are a 2017 signatory to the CEO Action for Diversity and Inclusion pledge (the largest CEO-driven business commitment to advance diversity and inclusion within the workplace).

There are a number of risks and uncertainties associated with these Chapter 11 cases, including, among others, those related to:

- the ability to consummate the agreement in principle reached with the court appointed legal representative of future asbestos claimants (the FCR);
- the outcome of negotiations with the committee representing current asbestos claimants (ACC) and other participants in the Chapter 11 cases, including insurers, concerning the terms of a plan of reorganization, including the size and structure of a potential section 524(g) trust to pay the asbestos liability of Aldrich and Murray and the means for funding that trust, and the risk that the ACC will object to, and the risk that insurers will not support, a plan of reorganization having terms acceptable to Aldrich and Murray;
- the actions of representatives of the asbestos claimants, including the ACC's pursuit of certain causes of action against us, following the Bankruptcy Court's grant of the ACC's motion seeking standing to investigate and pursue certain causes of action at a hearing held on January 27, 2022, and other potential actions by the ACC in opposition to, or otherwise inconsistent with, the efforts by Aldrich and Murray to diligently prosecute the Chapter 11 cases and ultimately seek Bankruptcy Court approval of a plan of reorganization;
- the decisions of the Bankruptcy Court relating to numerous substantive and procedural aspects of the Chapter 11 cases, including in connection with a proceeding by Aldrich and Murray to estimate their aggregate liability for asbestos claims, following the Bankruptcy Court's grant of their motion seeking such a proceeding, and other efforts by Aldrich and Murray to diligently prosecute the Chapter 11 cases and ultimately seek Bankruptcy Court approval of a plan of reorganization, whether such decisions are in response to actions of representatives of the asbestos claimants or otherwise;
- the ultimate determination of the asbestos liability of Aldrich and Murray to be satisfied under a plan of reorganization pursuant to the court-approved estimation proceeding;
- the ability of Aldrich and Murray to obtain the necessary approvals of the Bankruptcy Court or the United States District Court for the Western District of North Carolina (the District Court) of a plan of reorganization;
- the decisions of the appellate courts regarding any orders of the Bankruptcy Court or the District Court that may be appealed, including the Bankruptcy Court's order dated December 28, 2023 denying the motions to dismiss the Chapter 11 cases brought by the ACC and certain individual claimants and any orders of the Bankruptcy Court or District Court approving a plan of reorganization;
- any orders approving a plan of reorganization and issuing the channeling injunction not becoming final and non-appealable;
- the terms and conditions of any plan of reorganization that is ultimately confirmed in the Chapter 11 cases;
- delays in the confirmation or effective date of a plan of reorganization due to factors beyond the Company's control; and
- the risk that the ultimate amount required under any final plan of reorganization may exceed the amounts agreed to with the FCR in the Plan.

The ability of Aldrich and Murray to successfully reorganize and resolve their asbestos liabilities will depend on various factors, including their ability to reach agreements with representatives of the asbestos claimants on the terms of a plan of reorganization that satisfies all applicable legal requirements and to obtain the requisite court approvals of such plan, and remains subject to the risks and uncertainties described above. We cannot ensure that Aldrich and Murray can successfully reorganize, nor can we give any assurances as to the amount of the ultimate obligations under the Funding Agreements or any plan of reorganization, or the resulting impact on our financial condition, results of operations or future prospects. We also are unable to predict the timing of any of the foregoing matters or the timing for a resolution of the Chapter 11 cases, all of which could have an impact on us.

It also is possible that, in the Chapter 11 cases, various parties will be successful in bringing claims against us and other related parties, including by successfully challenging the 2020 corporate restructuring, consolidating entities and/or raising allegations that we are liable for the asbestos-related liabilities of Aldrich and Murray as set forth in certain pleadings filed by the ACC in the Chapter 11 cases. Although we believe we have no such responsibility for liabilities of Aldrich and Murray, except indirectly through our obligation to provide funding to Aldrich and Murray under the terms of the Funding Agreements, we cannot provide assurances that such claims will not be successful.