

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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: New York City Asbestos
: Litigation (NYCAL)
IN RE: NEW YORK CITY :
ASBESTOS LITIGATION :
: Index No. 40000
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THIS DOCUMENT RELATES TO: : STANDARD COMPLAINT
: ALL CASES : BF1
: :
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Plaintiff(s), by his/her attorneys BELLUCK & FOX LLP, upon information and belief allege at all times hereinafter mentioned as follows:

THE PARTIES

1. Plaintiff(s) are residents of the State of New York unless otherwise specified in individual complaints.
2. The term “Defendants” shall apply to all corporate and business entities, and/or their predecessors and/or successors in interest as more fully described and enumerated in the captions of individual complaints subsequently filed in the “short form” in accordance with the applicable case management order of this Court.
3. The Defendants have done business in this State, have conducted or transacted business in this State, have committed one or more tortious acts within this state, or have otherwise performed acts within and/or without this State giving rise to injuries and losses within this State, which acts subject each Defendant to the jurisdiction of the Courts of this State.

4. The actions and conduct of the Defendants as more fully described below were carried out through their respective offices, by authorized agents, servants and employees, who were acting in the course and scope of their employment and authority, and in furtherance of the business and profit of the Defendants.

5. Each Defendant, with the exception of the METROPOLITAN LIFE INSURANCE COMPANY, has been engaged in the mining, production, processing, design, manufacture, marketing, supply, delivery, distribution, installation, use, purchase, removal and/or sale of raw asbestos fibers of various kinds and grades, asbestos-containing products, and/or machinery and equipment requiring or calling for the use of asbestos and/or asbestos-containing products (hereinafter collectively referred to as “asbestos products”).

6. Plaintiff, for a period of many years, worked with, came in contact with, or was exposed to, asbestos products while working in various shipyards, steel mills, refineries, paper mills, chemical plants, industrial sites and facilities, construction sites and other facilities or was exposed to the defendants’ products through the normal use of these products.

7. During the course of his/her employment, the Plaintiff was exposed on numerous occasions to asbestos products which were mined, produced, processed, designed, manufactured, marketed, supplied, delivered, distributed, installed, used, purchased, removed or sold by the Defendants.

8. During the course, and in furtherance of, his/her employment and life, the Plaintiff was unavoidably exposed to, inhaled and ingested asbestos fibers and dust contained within and emanating from the Defendants’ asbestos products.

9. As a direct and proximate result of his/her unavoidable exposure to, and resultant inhalation and ingestion of, asbestos fibers and dust as contained within and emanating from the Defendants’ asbestos products, Plaintiff has/did develop(ed) a progressive, debilitating asbestos-related illness/disease and/or risk of death.

10. Plaintiff alleges that each and every exposure to Defendants' asbestos products caused or contributed to his/her injuries, such that the Defendants are jointly and severally liable to the Plaintiff(s) for the resultant asbestos-related illness/disease and/or risk of death alleged herein.

AS AND FOR A FIRST CAUSE OF ACTION SOUNDING IN NEGLIGENCE

11. Plaintiff(s) repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

12. Defendants knew, or with reasonable diligence should have known and/or ascertained, that their asbestos products were inherently dangerous and hazardous to the health and well-being of those using, exposed to or coming in contact with Defendants' asbestos products.

13. Defendants knew, or with reasonable diligence should have known and/or ascertained, that the reasonable and anticipated use of, exposure to or contact with their asbestos products would cause the release of asbestos fibers and dust into the ambient air, creating danger and unreasonable risk of injury and harm to those breathing the air contaminated with such asbestos fibers and dust.

14. Defendants knew, or with reasonable diligence should have known and/or ascertained, that the Plaintiff would use or come into contact with Defendants' asbestos products and in so doing, would become exposed to and inhale and ingest the asbestos fibers and dust in the ambient air as they were discharged and released from the Defendants' products in the course of ordinary and foreseeable contact, application and use of those products.

15. Defendants knew, or with reasonable diligence should have known and/or ascertained that the Plaintiff used, came into contact with, and was exposed to Defendants' asbestos products and the fibers and dust emanating from and released by those products without any knowledge of the dangers and potential risk of harm to which he/she was being exposed.

16. Despite knowledge of the unsafe and dangerous nature and properties of their respective asbestos products, the Defendants willfully, recklessly and negligently:

a) failed to warn the public at large, and more particularly this Plaintiff, of the dangers and hazards associated with or caused by the use of, exposure to or contact with Defendants' asbestos products resulting from the ordinary, anticipated and foreseeable use of Defendants' asbestos products;

b) failed to study, investigate and/or properly test their asbestos products for both potential and actual hazards associated with the use of, exposure to and contact with Defendants' asbestos products, when such products were used in a reasonably foreseeable and anticipated manner;

c) failed to communicate or convey their suspicions and knowledge with respect to potential or actual dangers and health hazards associated with the use of, exposure to or contact with Defendants' asbestos products resulting in inhalation and ingestion of asbestos fibers and dust to the users and consumers of the Defendants' asbestos products;

d) failed to design or redesign Defendants' asbestos products to prevent, impede or minimize the release of airborne inhalable and ingestible asbestos fibers and dust;

e) failed to properly design and manufacture Defendants' asbestos products to insure safe use and handling by users and consumers under conditions that were reasonably anticipated and foreseeable;

f) failed to advise the public at large, and more particularly this Plaintiff, of the necessity for protective garments, safety equipment and appliances to protect the user/consumer from harm caused by inhalation and ingestion of asbestos fibers and dust released by, and associated with, the ordinary and foreseeable use of, and contact with, Defendants' asbestos products;

g) failed to institute, adopt or enforce appropriate safety protocols for handling and use of asbestos products to individuals working with, utilizing, handling or otherwise coming into contact with Defendants' asbestos products;

h) failed to adequately package their respective asbestos products in a manner which would insure safe handling and use by those individuals, including this Plaintiff, who the Defendants' knew or should have reasonably anticipated would be exposed to asbestos fibers and dust released by and associated with the ordinary and foreseeable use of Defendants' asbestos products;

i) failed to remove their asbestos products from the stream of commerce despite knowledge of the unsafe and dangerous nature of those products;

j) continued to mine, produce, process, design, manufacture, market, supply, deliver, distribute, install, use, purchase, remove and sell asbestos products for general application and purposes without any alteration or change, despite the potential and known health hazards and dangers posed to the foreseeable and anticipated user and consumer of those products;

k) failed to timely develop and utilize substitute materials for asbestos in their asbestos products;

l) failed to design or redesign asbestos-containing products to prevent, impede or minimize the release of airborne inhalable and ingestible asbestos fibers and dust; and,

m) failed to recall and/or issue a post-sale warning for their asbestos products.

17. The continued mining, production, processing, design, manufacture, marketing, distribution, supply, use, purchase, installation, removal, delivery, and sale by the Defendants' of their respective asbestos products under the circumstances and conditions enumerated above, demonstrates the callous, reckless, willful, depraved and wanton indifference to and disregard of the health, safety and welfare of the public at large, and more particularly, this Plaintiff.

18. As a result of the Defendants' negligence and recklessness, the Plaintiff unwittingly and unavoidably inhaled and ingested asbestos fibers and dust, resulting in the development of his/her asbestos related disease and illness; Plaintiff has been caused to endure severe physical pain and suffering and mental anguish; has been placed at increased risk for developing other serious bodily injuries; has expended sums of money for medical care, treatment and monitoring related to his/her asbestos exposure, inhalation and ingestion; will be required to expend additional monies for medical care, treatment and monitoring in the future; has been prevented from pursuing his/her normal activities and employment; has been deprived of his/her ordinary pursuits and enjoyment of life; has suffered pecuniary losses; and has otherwise been damaged.

19. The illnesses and disabilities of the Plaintiff are a direct and proximate result of the negligence and carelessness of the Defendants, and their demonstrated wanton and reckless disregard for his/her safety and well-being.

20. As a result of the foregoing, Plaintiff has been damaged as against each Defendant in the sum of twenty million dollars (\$20,000,000.00) in compensatory damages and twenty million dollars (\$20,000,000.00) in punitive damages.

**AS AND FOR A SECOND CAUSE OF ACTION SOUNDING IN
BREACH OF WARRANTY**

21. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

22. The Defendants expressly and impliedly warranted that their asbestos products were of good and merchantable quality and fit for their intended uses and purposes.

23. The express and implied warranties made by these Defendants were false, misleading and consequently breached since these products were unreasonably dangerous, defective, hazardous and harmful when used, applied or installed in the manner, and for the purposes, intended.

24. As a direct and proximate result of Defendants' breached warranties the Plaintiff used, came into contact with and was exposed to Defendants' asbestos products, causing him to unknowingly and unwittingly inhale and ingest asbestos fibers and dust resulting from the ordinary and foreseeable use of those products.

25. By virtue of the breach of the express and implied warranties of good and merchantable quality and fitness for particular use, the Plaintiff developed an asbestos-related disease, has suffered great pain and suffering and mental anguish, and has been otherwise damaged.

26. By reason of the foregoing, Plaintiff has been damaged against each Defendant in the sum of twenty million dollars (\$20,000,000.00) in compensatory damages and twenty million dollars (\$20,000,000.00) in punitive damages.

AS AND FOR A THIRD CAUSE OF ACTION
SOUNDING IN STRICT LIABILITY

27. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

28. The Defendants sold or otherwise placed their asbestos products into the stream of commerce in a defective, unsafe and unreasonably dangerous condition.

29. The Defendants knew or otherwise expected that their asbestos products would reach the ultimate user/consumer of their asbestos products, including this Plaintiff, without substantial change from, or alteration of, the condition in which these products were originally manufactured and sold.

30. The Defendants knew, or in the exercise of reasonable diligence, should have ascertained that the Plaintiffs and others similarly situated, would be the ultimate users/consumers of Defendants' asbestos products or would be exposed to their asbestos products.

31. Defendants knew that their asbestos products would be used without inspection for defects and, by placing them in the marketplace, represented to the public at large and more particularly this Plaintiff that these products could be utilized safely, in the manner, and for the purpose for which they were intended.

32. Defendants knew that their asbestos products were defective and were incapable of being made safe for their ordinary and intended uses and purposes and that these defects were not discoverable by the Plaintiff, or others similarly situated, in the exercise of reasonable care nor were the dangers and hazards of these products perceivable to the Plaintiff and others similarly situated such that he/she might otherwise have averted his/her injury by the exercise of reasonable care.

33. In light of the above, the ordinary and foreseeable use of Defendants' asbestos products constituted a dangerous and hazardous activity and placed the ultimate user/consumer, and this Plaintiff more particularly, at an unreasonable risk of harm and injury by contaminating the atmosphere in which the Plaintiff carried out his/her work related duties.

34. The risks and dangers created by the use of Defendants' products outweighed the utility of these products.

35. As a consequence of the defects of Defendants' products and the Plaintiff's resultant inhalation and/or ingestion of asbestos fibers and dust resulting from the ordinary and foreseeable use of those asbestos products, Plaintiff has sustained serious and permanent injuries as more fully described herein.

36. The Defendants, by virtue of the foregoing, are strictly liable to the Plaintiff for injuries and illnesses resulting from the defects and dangerous propensities of their asbestos products alleged herein.

37. By reason of the foregoing, Plaintiff has been damaged against each Defendant in the sum of twenty million dollars (\$20,000,000.00) in compensatory damages and twenty million dollars (\$20,000,000.00) in punitive damages.

**AS AND FOR A FOURTH CAUSE OF ACTION AGAINST DEFENDANT
METROPOLITAN LIFE INSURANCE COMPANY**

38. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

39. Defendant METROPOLITAN LIFE INSURANCE COMPANY through its Policyholders Service Bureau undertook duties owed by the Defendants to the Plaintiff by testing asbestos workers and conducting scientific studies related to asbestos exposure.

40. In undertaking these duties, the Defendant METROPOLITAN LIFE INSURANCE COMPANY knew, or in the exercise of reasonable diligence should have known, that it was providing testing service for the ultimate protection of third parties, including the Plaintiff.

41. In both conducting said tests and in publishing the alleged results thereof the Defendant METROPOLITAN LIFE INSURANCE COMPANY failed to exercise reasonable care to conduct or publish timely complete, adequate and accurate tests concerning health effects of asbestos exposure.

42. The Defendant METROPOLITAN LIFE INSURANCE COMPANY also caused to be published intentionally false, misleading, inaccurate and deceptive information about the adverse health effects of asbestos exposure.

43. The Plaintiff unwittingly but justifiably relied upon the purported thoroughness of the tests and information disseminated by the Defendant METROPOLITAN LIFE INSURANCE COMPANY, which published these test results and information in a leading medical journal.

44. As a direct and proximate result of the failures on the part of this Defendant in conducting tests and publishing results thereof which were false, misleading, inaccurate, deceptive and untruthful, the Defendant METROPOLITAN LIFE INSURANCE COMPANY caused, encouraged and promoted the Plaintiff's asbestos exposure and caused and/or contributed to the injuries sustained by the Plaintiff as more fully described herein.

45. By reason of the foregoing, the Defendant METROPOLITAN LIFE INSURANCE COMPANY acted with reckless and wanton disregard for the welfare of the general public, including this Plaintiff.

46. By reason of the foregoing, the Plaintiff(s) has/have been damaged against the Defendant in the sum of Twenty Million Dollars (\$20,000,000.00) in compensatory damages and Twenty Million Dollars (\$20,000,000.00) in punitive damages.

**AS AND FOR A FIFTH CAUSE OF ACTION SOUNDING IN CONSPIRACY
AND COLLECTIVE LIABILITY/CONCERT OF ACTION**

47. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

48. The Defendants since the early 1900's have been possessed of medical and scientific data which raised questions concerning the safety of asbestos in the workplace and which demonstrated the existence of health hazards to those exposed to, or coming in contact with, asbestos products.

49. Defendants collectively and through explicit agreement and consciously parallel behavior, controlled industry standards regarding the testing, manufacture, sale, distribution and use of asbestos products and controlled the level of knowledge on the part of the public regarding the hazards of exposure to fibers and dust emanating from and released by Defendants' asbestos products.

50. The Defendants through agreement and consciously parallel behavior intentionally failed to warn potential users, and the Plaintiff in particular, of the serious bodily harm which may result from the inhalation of, and exposure to, asbestos fibers and dust emanating from and released by asbestos products.

51. The Defendants conspired and/or acted in concert to withhold, conceal and suppress medical and scientific data and literature regarding the risks of exposure to asbestos and asbestos products, and the association of this exposure to the development of asbestosis, cancer, mesothelioma and other illnesses and diseases from the

Plaintiff and others similarly situated, who were using, being exposed to, or coming into contact with Defendants' asbestos products and airborne fibers and dust emanating from and released by those products.

52. The Defendants through agreement and consciously parallel behavior released, published and disseminated invalid, inaccurate, outdated and misleading medical and scientific data, literature and test reports containing information and statements regarding the risks of asbestosis, cancer, mesothelioma and other illnesses and diseases which Defendants knew were invalid, inaccurate, outdated and misleading.

53. Defendants distorted the results of medical examinations conducted upon Plaintiff and/or workers similarly situated who were using asbestos products and being exposed to the inhalation of asbestos fibers and dust by falsely stating and/or concealing the nature and extent of the harm to which Plaintiff and workers such as Plaintiff had suffered.

54. The Defendants while cognizant of this data deliberately chose to ignore the health and safety issues raised therein, and embarked upon a plan of deception intended to deprive the public at large of alarming medical and scientific findings which remained in their exclusive possession and under their exclusive control.

55. Defendants conspired and/or acted in concert with each other and with other members of the asbestos industry through agreement and consciously parallel behavior:

- (i) to withhold from users of their products, and from persons who Defendants knew or should have known would be exposed to their products, information regarding the health risks of inhaling or ingesting asbestos fibers and dust;
- (ii) to eliminate or prevent investigation into the health hazards of exposure to asbestos fibers and dust;

- (iii) to assure that asbestos products became widely used in industries such as construction, shipbuilding, machine fabrication and similar such industries, irrespective of the potential and actual risk of harm to the user/consumer.

56. Plaintiff reasonably and in good faith relied upon the false and fraudulent representations, omissions and concealments made by the Defendants regarding the nature of their asbestos products and was deprived of an opportunity to make an informed decision concerning his/her use of, exposure to and contact with, Defendants' products.

57. Plaintiff consequently in no respect can be blamed should he/she be unable to establish which of the asbestos products caused his/her injuries.

58. Defendants, whether acting individually or in concert with others, violated their common law duty of care owed to the Plaintiff or otherwise engaged in culpable activity against the Plaintiff.

59. The actions and inactions of Defendants independently and/or collectively constitute a pattern or practice of intentional wrongful conduct and/or malice resulting in damage and injury to the Plaintiff.

60. By reason of the above, Defendants are jointly and severally liable to the Plaintiff(s) for the injuries and damages sustained by virtue of industry-wide or enterprise liability.

61. Alternatively, Defendants are liable to the Plaintiff(s) for the injuries and damages sustained by virtue of their substantial share of the asbestos products market within the area in which Plaintiff was employed.

62. As a direct and proximate result of his/her wrongful exposure to asbestos at the hands of Defendants, Plaintiff contracted an asbestos-related illnesses with sequela and was caused to suffer severe physical pain, mental anguish, pecuniary losses and loss of enjoyment of life.

63. By reason of the foregoing, Plaintiff(s) has/have been damaged as against each Defendant in the sum of Twenty Million Dollars (\$20,000,000.00) in compensatory damages and Twenty Million Dollars (\$20,000,000.00) in punitive damages.

**AS AND FOR A SIXTH CAUSE OF ACTION AGAINST
DEFENDANT CONTRACTORS**

64. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

65. The term “contractor(s)” refers to any business entity, concern, individual or other engaged, employed or otherwise contracted to perform in whole or any part thereof construction work, renovation, excavation, demolition, installation of equipment and/or such other activities commensurate with the term “contractor” as used in the ordinary course of business.

66. These Defendant contractor(s) individually and by and/or through their subcontractors, agents, servants, assigns and employees developed, authored, devised and/or implemented specifications and plans relating to the construction, renovation, excavation, and/or demolition of buildings and other structures at which the Plaintiff was present and which Defendant contractor(s) knew, or should have reasonably ascertained in the exercise of due care, involved the use, application, installation, and/or removal of asbestos, asbestos-containing materials and/or equipment calling for the use and/or installation of asbestos-containing materials.

67. These Defendant contractor(s), knew, or in the exercise of reasonable diligence should have known, that the above specifications and/or plans were dangerous and/or unsafe and presented a potential and/or actual health hazard to those individuals present at such sites where construction, renovation, excavation and/or demolition as above described was being carried out, including this Plaintiff.

68. These Defendant contractor(s) hired, employed, contracted with or otherwise engaged subcontractors and others to carry out the work required by and in accordance with the above-described specifications and plans.

69. These Defendant contractor(s) supervised, oversaw and directed the activities, conduct and work of the both their own employees as well as the employees, agents and assigns of its subcontractors in the performance and carrying out of the above described specifications and plans at various locations including the Plaintiffs' work site(s).

70. Additionally, Defendant contractor(s) purchased and/or delivered and/or caused to be delivered to Plaintiff's work site(s), and other locations and subsequently inventoried and/or warehoused at Plaintiff's work site(s) various asbestos-containing materials and/or machinery and equipment calling for the use of and/or installation of asbestos-containing materials.

71. Defendant contractor(s) exercised control over the work sites at which their employees, subcontractors, agents and assigns were engaged in carrying out the specifications and plans of construction, renovation, excavation and/or demolition as described above, retained unlimited access to these work sites and directed all related construction, remodeling, excavating and demolition activities concerned therewith.

72. Plaintiff was exposed to asbestos-containing products at various work sites and other locations within the State of New York where construction, renovation, excavation and demolition of buildings and/or other structures was being performed, while Plaintiff was engaged in his/her occupational duties and responsibilities or while Plaintiff was otherwise lawfully upon at such work sites and locations.

73. Plaintiff sustained asbestos-related personal injuries as a consequence of his/her exposure to asbestos, asbestos-containing products and machinery at such locations described above.

74. Plaintiff's injuries resulted from Defendant contractor(s)' breach of common law and statutory obligations including, *inter alia*, violations of The New York State Labor Law Sections 200, 240 and 241 as a consequence of Plaintiff's exposure to and inhalation of dust from asbestos and asbestos-containing products

delivered to, installed, used or employed at those work sites owned, operated, directed and controlled by the Defendant contractor(s).

75. The above-described exposures were caused solely and wholly by the acts and /or omissions of the Defendant contractor(s), their agents, servants, employees and assigns as a consequence of their negligent, careless and reckless ownership, management, direction and control of the various premises and work sites where construction, renovation, demolition and excavation activities, as above described, occurred.

76. Defendant contractor(s) were negligent, careless and reckless in *inter alia*: (1) permitting Plaintiff to work under dangerous and unsafe conditions; (2) requiring the Plaintiff to work in areas in which he/she was exposed to asbestos products; (3) in permitting and allowing the dangerous conditions to remain in working areas and other locations; (4) in failing to warn the Plaintiff and other members of the work force of the dangerous conditions; (5) in failing to provide a safe place to work; (5) in failing to follow or implement the usual workplace safety customs and procedures; (6) in failing to abide by, *inter alia*, Sections 200, 240 and 241 of the Labor Law; and (7) in otherwise acting without due regard for, and in reckless disregard of, the safety, well being and health of the Plaintiff and the work force in general.

77. Defendant contractor(s) are strictly liable for the injuries sustained by the Plaintiff.

78. By reason of the foregoing Plaintiff(s) has/have sustained grievous personal and physical injuries, physical and emotional pain and suffering , all as more fully described herein and has been damaged as against each Defendant in the sum of twenty million dollars (\$20,000,000.00) in compensatory damages and twenty million dollars (\$20,000,000.00) in punitive damages.

**AS AND FOR A SEVENTH CAUSE OF ACTION FOR
PREMISES LIABILITY AGAINST CERTAIN DEFENDANTS**

79. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

80. Plaintiff was exposed to asbestos-containing products, materials and machines and equipment calling for the use of and/or installation of asbestos-containing products while working at certain facilities owned by certain named Defendants (hereinafter “Premises Owners”).

81. Each Premises Owner, at all times relevant to this Complaint, has been either the operator and/or the manager and/or the owner and occupier of various facilities within the State of New York as more fully specified in individual pleadings.

82. Plaintiff was exposed to asbestos and asbestos-containing materials while he/she was an invitee at such Defendant Premises Owners’ New York State facility or facilities during all relevant time periods. Said facilities were defective in that the asbestos and asbestos-containing materials in Defendants’ facilities created an unreasonable risk of harm to the Plaintiff and other persons thereupon. The defective condition of the facilities were a proximate cause of the Plaintiff’s asbestos-related injuries and damages.

83. Said Premises Owners are liable to Plaintiff for their respective failure to exercise reasonable care to protect Plaintiff from the foreseeable dangers associated with exposure to asbestos.

84. Defendants Premises Owners as the premises operators and/or managers and/or owners and occupiers and/or custodians of their respective premises, had a non-delegable duty to keep the premises safe for invitees and others such as the Plaintiff herein.

85. Said Defendant Premises Owners knew or should have known of the unreasonable risk of harm inherent in exposure to asbestos and asbestos-containing materials but failed to protect Plaintiff from said risk of harm.

86. Defendant Premises Owners’ failure to protect Plaintiff from known and/or foreseeable dangers constitutes negligence which such negligence is/was a proximate cause of Plaintiff’s asbestos-related injuries and damages.

87. By reason of the foregoing Plaintiff(s) has/have sustained grievous personal and physical injuries, physical and emotional pain and suffering, all as more fully described herein and has been damaged as against each Defendant in the sum of Twenty Million Dollars (\$20,000,000.00) in compensatory damages and twenty million dollars (\$20,000,000.00) in punitive damages.

AS AND FOR A EIGHTH CAUSE OF ACTION
SPOUSAL LOSS OF CONSORTIUM

88. Plaintiff repeats and reiterates the prior allegations of this complaint as if alleged more fully below:

89. Plaintiff spouse is the lawful husband/wife of the asbestos exposed and injured Plaintiff.

90. As a consequence of Plaintiff's spouse injuries, Plaintiff spouse has suffered a loss of consortium, including but not limited to companionship, affection, support, services and society.

91. By reason of the foregoing, Plaintiff has been damaged in the sum of five million dollars (\$5,000,000.00).

WHEREFORE, Plaintiffs demand judgment against the Defendants jointly, severally or in the alternative, as follows:

1. **ON THE FIRST CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages
2. **ON THE SECOND CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages;
3. **ON THE THIRD CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages;
4. **ON THE FOURTH CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages;

5. **ON THE FIFTH CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages;
6. **ON THE SIXTH CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages;
7. **ON THE SEVENTH CAUSE OF ACTION:**
TWENTY MILLION DOLLARS (\$20,000,000.00) in compensatory damages
TWENTY MILLION DOLLARS (\$20,000,000.00) in punitive damages;
8. **ON THE EIGHTH CAUSE OF ACTION:**
FIVE MILLION DOLLARS (\$5,000,000.00);

Together with interest, costs and disbursements in this action.

Dated: New York, New York
April 5, 2002

BELLUCK & FOX LLP
Attorneys for Plaintiffs
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New York, NY 10017
(212) 681-1575

By: _____
Jordan C. Fox

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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: New York City Asbestos
: Litigation (NYCAL)
IN RE: NEW YORK CITY :
ASBESTOS LITIGATION :
: Index No. 40000
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THIS DOCUMENT RELATES TO: : **CERTIFICATION**
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ALL CASES :
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JORDAN C. FOX, ESQ., an attorney duly admitted to practice before the Courts of the State of New York, hereby certifies in accordance with 22 NYCRR Part 130-1.1-a of the Rules of the Chief Administrator that to the best of my knowledge, information and belief, which was formed after a reasonable inquiry under the circumstances, the presentation of the SUMMONS AND VERIFIED COMPLAINT and its contents are not frivolous, as the term is defined in Part 130.

Dated: New York, New York
April 5, 2002

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By: _____
Jordan C. Fox