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7 **Attorneys for Plaintiff**

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF LOS ANGELES

10  
11 **COLLIE WASHINGTON JR.,**

12 Plaintiff,

13 vs.

14 **AIR & LIQUID SYSTEMS**  
15 **CORPORATION** (*sued individually and as*  
16 *successor-in-interest to BUFFALO PUMPS,*  
17 *INC.*);  
18 **ARMSTRONG INTERNATIONAL, INC.;**  
19 **AURORA PUMP COMPANY;**  
20 **BW/IP, INC. and Its Wholly-Owned**  
21 *Subsidiaries;*  
22 **CARRIER CORPORATION;**  
23 **CARVER PUMP COMPANY;**  
24 **CLA-VAL CO.;**  
25 **CLEAVER-BROOKS, INC. f/k/a AQUA**  
26 *CHEM, INC., d/b/a CLEAVER-BROOKS*  
27 *DIVISION;*  
28 **DAP, INC. k/n/a LA MIRADA PRODUCTS**  
**CO., INC.;**  
**FLOWSERVE US, INC. (as successor-in-**  
*interest to ROCKWELL*  
*MANUFACTURING COMPANY;*  
*EDWARD VALVE, INC.;* *NORDSTROM*  
*VALVES, INC.;* *EDWARD VOGT VALVE*  
*COMPANY; and VOGT VALVE*  
*COMPANY);*  
**FMC CORPORATION** (*sued individually and*  
*as successor-in-interest to CHICAGO PUMP*  
*COMPANY, NORTHERN PUMP*

Case No. **25STCV04926**

THIS ACTION CONSTITUTES COMPLEX  
ASBESTOS LITIGATION – SUBJECT TO  
THE GENERAL ORDERS CONTAINED IN  
FILE NO. C 700000 – DEPT. 59

**COMPLAINT FOR PERSONAL INJURY**  
– **ASBESTOS** (STRICT LIABILITY –  
MARITIME LAW; STRICT LIABILITY –  
CALIFORNIA LAW; NEGLIGENCE –  
MARITIME LAW; NEGLIGENCE –  
CALIFORNIA LAW; FALSE  
REPRESENTATION; INTENTIONAL  
TORT/INTENTIONAL FAILURE TO  
WARN)

1 COMPANY *f/k/a* NORTHERN FIRE  
 2 APPARATUS COMPANY, *and* PEERLESS  
 3 PUMP CO.);  
 4 **GENERAL ELECTRIC COMPANY;**  
 5 **GOULDS PUMPS LLC** *f/k/a* GOULDS  
 6 PUMPS INC.;  
 7 **HILL BROTHERS CHEMICAL**  
 8 **COMPANY;**  
 9 **IMO INDUSTRIES, INC.** (*sued individually*  
 10 *and as successor-in-interest to DELAVAL*  
 11 *STEAM TURBINE COMPANY*);  
 12 **ITT LLC** *f/k/a* ITT CORPORATION *and* ITT  
 13 INDUSTRIES, INC. (*sued individually and*  
 14 *as successor-in-interest to FOSTER*  
 15 *ENGINEERING COMPANY and BELL &*  
 16 *GOSSETT*);  
 17 **J.T. THORPE AND SON, INC.;**  
 18 **KAISER GYPSUM COMPANY, INC.;**  
 19 **METALCLAD INSULATION LLC;**  
 20 **PARAMOUNT GLOBAL** *f/k/a*  
 21 VIACOMCBS INC. *f/k/a* CBS  
 22 CORPORATION *f/k/a* VIACOM INC.,  
 23 *successor-by-merger to CBS*  
 24 CORPORATION;  
 25 **PFIZER, INC.;**  
 26 **REDCO CORPORATION** *f/k/a* CRANE CO.  
 27 (*sued individually and as successor-in-*  
 28 *interest to CHAPMAN VALVE CO.*);  
**SPIRAX SARCO, INC.,** *individually and as*  
*successor in interest to SARCO COMPANY*;  
**SYD CARPENTER, MARINE**  
**CONTRACTOR, INC.;**  
**TRIPLE A MACHINE SHOP, INC.;**  
**UNION CARBIDE CORPORATION;**  
**VELAN VALVE CORP.;**  
**VIKING PUMP, INC.;**  
**WARREN PUMPS LLC;**  
 and **DOES 1 THROUGH 400 INCLUSIVE,**  
 et al.

Defendants.

**GENERAL ALLEGATIONS – ALL DEFENDANTS**

COME NOW Plaintiff **COLLIE WASHINGTON JR.** (hereinafter “Plaintiff”) and complains and alleges as follows:

1. A portion of this case is a case of Admiralty and Maritime Jurisdiction and is a claim

1 within the meaning of F.R.C.P. 9(h). The locations of Plaintiff COLLIE WASHINGTON JR.'s exposure  
2 to certain defendants, specifically **AIR & LIQUID SYSTEMS CORPORATION** (*sued individually*  
3 *and as successor-in-interest to* **BUFFALO PUMPS, INC.**); **ARMSTRONG INTERNATIONAL,**  
4 **INC.**; **AURORA PUMP COMPANY**; **BW/IP, INC.** *and Its Wholly-Owned Subsidiaries*; **CARRIER**  
5 **CORPORATION**; **CARVER PUMP COMPANY**; **CLA-VAL CO.**; **CLEAVER-BROOKS, INC.**  
6 *f/k/a* **AQUA CHEM, INC.**, *d/b/a* **CLEAVER-BROOKS DIVISION**; **FLOWSERVE US, INC.** (*as*  
7 *successor-in-interest to* **ROCKWELL MANUFACTURING COMPANY**; **EDWARD VALVE, INC.**;  
8 **NORDSTROM VALVES, INC.**; **EDWARD VOGT VALVE COMPANY**; *and* **VOGT VALVE**  
9 **COMPANY**); **FMC CORPORATION** (*sued individually and as successor-in-interest to* **CHICAGO**  
10 **PUMP COMPANY**, **NORTHERN PUMP COMPANY** *f/k/a* **NORTHERN FIRE APPARATUS**  
11 **COMPANY**, *and* **PEERLESS PUMP CO.**); **GENERAL ELECTRIC COMPANY**; **GOULDS PUMPS**  
12 **LLC** *f/k/a* **GOULDS PUMPS INC.**; **HILL BROTHERS CHEMICAL COMPANY**; **IMO**  
13 **INDUSTRIES, INC.** (*sued individually and as successor-in-interest to* **DELAVAL STEAM TURBINE**  
14 **COMPANY**); **ITT LLC** *f/k/a* **ITT CORPORATION** *and* **ITT INDUSTRIES, INC.** (*sued individually*  
15 *and as successor-in-interest to* **FOSTER ENGINEERING COMPANY** *and* **BELL & GOSSETT**); **J.T.**  
16 **THORPE AND SON, INC.**; **METALCLAD INSULATION LLC**; **PARAMOUNT GLOBAL** *f/k/a*  
17 **VIACOMCBS INC.** *f/k/a* **CBS CORPORATION** *f/k/a* **VIACOM INC.**, *successor-by-merger to* **CBS**  
18 **CORPORATION**; **REDCO CORPORATION** *f/k/a* **CRANE CO.** (*sued individually and as successor-*  
19 *in-interest to* **CHAPMAN VALVE CO.**); **SPIRAX SARCO, INC.**, *individually and as successor in*  
20 *interest to* **SARCO COMPANY**; **SYD CARPENTER, MARINE CONTRACTOR, INC.**; and **DOES**  
21 **1 THROUGH 200** (hereinafter "SHIPYARD DEFENDANTS"), were on navigable waters, and his  
22 exposure occurred in connection with traditional maritime activity, as specified in "Exhibit A." The  
23 "saving to suitors" clause of 28 U.S.C. Section 1333 allows Plaintiff to pursue State claims in addition  
24 to Plaintiff's maritime claims.

25         2. The true names and capacities, whether individual, corporate, associate, governmental or  
26 otherwise, of Defendants DOES 1 through 400, inclusive, are unknown to Plaintiff at this time, who  
27 therefore sues said Defendants by such fictitious names. When the true names and capacities of said  
28 Defendants have been ascertained, Plaintiff will amend this complaint accordingly. Plaintiff is informed

1 and believes, and thereon alleges, that each Defendant designated herein as a DOE is responsible,  
2 negligently or in some other actionable manner, for the events and happenings hereinafter referred to,  
3 and caused injuries and damages proximately thereby to the Plaintiff, as hereinafter alleged.

4 3. At all times herein mentioned, each of the Defendants was the agent, servant, employee  
5 and/or joint venturer of his co-Defendants, and each of them, and at all said times each Defendant was  
6 acting in the full course and scope of said agency, service, employment and/or joint venture. Plaintiff is  
7 informed and believes, and thereon alleges, that at all times herein mentioned, **AIR & LIQUID**  
8 **SYSTEMS CORPORATION** (*sued individually and as successor-in-interest to* BUFFALO PUMPS,  
9 **INC.**); **ARMSTRONG INTERNATIONAL, INC.**; **AURORA PUMP COMPANY**; **BW/IP, INC.**  
10 *and Its Wholly-Owned Subsidiaries*; **CARRIER CORPORATION**; **CARVER PUMP COMPANY**;  
11 **CLA-VAL CO.**; **CLEAVER-BROOKS, INC.** *f/k/a* AQUA CHEM, INC., *d/b/a* CLEAVER-BROOKS  
12 DIVISION; **DAP, INC.** *k/n/a* LA MIRADA PRODUCTS CO., INC.; **FLOWSERVE US, INC.** (*as*  
13 *successor-in-interest to* ROCKWELL MANUFACTURING COMPANY; EDWARD VALVE, INC.;  
14 NORDSTROM VALVES, INC.; EDWARD VOGT VALVE COMPANY; *and* VOGT VALVE  
15 COMPANY); **FMC CORPORATION** (*sued individually and as successor-in-interest to* CHICAGO  
16 PUMP COMPANY, NORTHERN PUMP COMPANY *f/k/a* NORTHERN FIRE APPARATUS  
17 COMPANY, *and* PEERLESS PUMP CO.); **GENERAL ELECTRIC COMPANY**; **GOULDS PUMPS**  
18 **LLC** *f/k/a* GOULDS PUMPS INC.; **HILL BROTHERS CHEMICAL COMPANY**; **IMO**  
19 **INDUSTRIES, INC.** (*sued individually and as successor-in-interest to* DELAVAL STEAM TURBINE  
20 COMPANY); **ITT LLC** *f/k/a* ITT CORPORATION *and* ITT INDUSTRIES, INC. (*sued individually*  
21 *and as successor-in-interest to* FOSTER ENGINEERING COMPANY *and* BELL & GOSSETT); **J.T.**  
22 **THORPE AND SON, INC.**; **KAISER GYPSUM COMPANY, INC.**; **METALCLAD**  
23 **INSULATION LLC**; **PARAMOUNT GLOBAL** *f/k/a* VIACOMCBS INC. *f/k/a* CBS  
24 CORPORATION *f/k/a* VIACOM INC., *successor-by-merger to* CBS CORPORATION; **PFIZER,**  
25 **INC.**; **REDCO CORPORATION** *f/k/a* CRANE CO. (*sued individually and as successor-in-interest to*  
26 CHAPMAN VALVE CO.); **SPIRAX SARCO, INC.**, *individually and as successor in interest to*  
27 SARCO COMPANY; **SYD CARPENTER, MARINE CONTRACTOR, INC.**; **TRIPLE A**  
28 **MACHINE SHOP, INC.**; **UNION CARBIDE CORPORATION**; **VELAN VALVE CORP.**;

1 **VIKING PUMP, INC.; WARREN PUMPS LLC;** and DOES 1-400 INCLUSIVE were individuals,  
2 corporations, partnerships and/or unincorporated associations organized and existing under and by virtue  
3 of the laws of the State of California, or the laws of some other state or foreign jurisdiction, and that said  
4 Defendants. and each of them, were and are authorized to do and are doing business in the State of  
5 California, or the laws of some other state or foreign jurisdiction, and that said Defendants, and each of  
6 them, were and are authorized to do and are doing business in the State of California, and that said  
7 Defendants have regularly conducted business in the County of Los Angeles, State of California.

8 4. At all times herein mentioned, each of the named Defendants and DOES 1 through 400  
9 was the successor, successor in business, successor in product line or a portion thereof, parent, subsidiary,  
10 wholly or partially owned by, or the whole or partial owner of or member in, an entity researching,  
11 studying, manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing,  
12 buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation,  
13 repairing, marketing, warranting, re-branding, manufacturing for others, packaging and advertising a  
14 certain substance, the generic name of which is asbestos, and other products containing said substance.  
15 Said entities shall hereinafter collectively be called "alternate entities." Each of the herein named  
16 Defendants is liable for the tortious conduct of each successor, successor in business. successor in product  
17 line or a portion thereof, assign, predecessor in product line or a portion thereof, parent, subsidiary, whole  
18 or partial owner, or wholly or partially owned entity, or entity that it was a member of, or funded, that  
19 researched, repaired, marketing. warranted, re-branded, manufactured for others and advertised a certain  
20 substance, the generic name of which is asbestos, and other products containing said asbestos. The  
21 Defendants, and each of them, are liable for the acts of each and every "alternate entity", and each of  
22 them, in that there has been a virtual destruction of Plaintiff's remedy against each such "alternate entity";  
23 Defendants, and each of them, have acquired the assets, product line, or a portion thereof, of each such  
24 "alternate entity"; Defendants, and each of them, have caused the destruction of Plaintiff's remedy  
25 against each such "alternate entity"; each such Defendant has the ability to assume the risk-spreading  
26 role of each such "alternate entity"; and that each such Defendant enjoys the goodwill originally attached  
27 to each such "alternate entity".

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**FIRST CAUSE OF ACTION**

**(Strict Liability – Design Defect / Manufacturing Defect / Failure to Warn – Maritime Law)**

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PLAINTIFF COMPLAINS OF THE SHIPYARD DEFENDANTS AND DOES 1-200, THEIR “ALTERNATE ENTITIES,” AND EACH OF THEM, AND FOR A CAUSE OF ACTION FOR STRICT LIABILITY UNDER MARITIME LAW AND ALLEGE AS FOLLOWS:

5. At all times herein mentioned, SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, were and are engaged in the business of researching, manufacturing, fabricating, designing, modifying, labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging, and advertising a certain substance, the generic name of which is asbestos and other products containing said substance, including but not limited to products containing said substance that were required in order for Defendants’ products to function as intended.

6. SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, knew and intended that the above-referenced asbestos and asbestos-containing products would be used by the purchaser or user without inspection for defects therein or in any of their component parts and without knowledge of the hazards involved in such use.

7. Said asbestos and asbestos-containing products were defective and unsafe for their intended purpose in that the inhalation of asbestos fibers causes serious disease and/or death. The defect existed in the said asbestos and asbestos-containing products at the time they left the possession of the SHIPYARD DEFENDANTS, their “alternate entities,” and each of them. Said asbestos and asbestos-containing products did, in fact, cause personal injuries, including asbestosis, other lung damage, and cancer to users, consumers, workers, bystanders, and others, including the exposed Plaintiff herein (hereinafter collectively called “exposed persons”), while being used in a reasonably foreseeable manner, thereby rendering the same defective, unsafe, and dangerous for use.

8. At all times mentioned herein, the above-referenced asbestos and asbestos-containing products failed to perform as safely as an ordinary consumer and/or other “exposed persons” would

1 expect when used in an intended or reasonably foreseeable manner, and/or the risk of danger inherent in  
2 this substance and products outweighed the benefits of said substance and products.

3 9. At all times mentioned herein, the foreseeable use of said asbestos and asbestos-  
4 containing products involved a substantial danger not readily recognizable to an ordinary user, consumer,  
5 or bystander, or other “exposed persons,” but which danger was known or knowable to Defendants, and  
6 Defendants failed to adequately warn of the substantial danger.

7 10. “Exposed persons” did not know of the substantial danger of using said products. Said  
8 dangers were not readily recognizable by “exposed persons.” Said SHIPYARD DEFENDANTS, their  
9 “alternate entities,” and each of them, further failed to adequately warn of the risks to which Plaintiff  
10 COLLIE WASHINGTON JR. and others similarly situated were exposed.

11 11. SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, knew, or should  
12 have known, and intended that the aforementioned asbestos and asbestos-containing products and  
13 equipment would be used or handled as specified in Exhibit “A”, which is attached hereto and  
14 incorporated by reference herein, resulting in the release of airborne asbestos fibers, and that through  
15 such foreseeable use and/or handling “exposed persons,” including Plaintiff herein, would be in  
16 proximity to and exposed to said asbestos fibers.

17 12. Plaintiff COLLIE WASHINGTON JR. has used, handled, or otherwise been exposed to  
18 asbestos and asbestos-containing products and equipment referred to herein in a manner that was  
19 reasonably foreseeable. Plaintiff COLLIE WASHINGTON JR.’s exposure to asbestos and asbestos-  
20 containing products occurred at various locations as set forth in Exhibit “A”, which is attached hereto  
21 and incorporated by reference herein.

22 13. As a direct and proximate result of the conduct of the SHIPYARD DEFENDANTS, their  
23 “alternate entities,” and each of them as aforesaid, Plaintiff COLLIE WASHINGTON JR.’s exposure to  
24 asbestos and asbestos-containing products caused severe and permanent injury to the Plaintiff, the nature  
25 of which, along with the date of Plaintiff COLLIE WASHINGTON JR.’s diagnosis and the date he  
26 learned such injuries were attributable to exposure to asbestos and/or asbestos-containing products, are  
27 set forth in Exhibit “B”, which is attached hereto and incorporated by reference herein.

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1 14. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease,  
2 cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma  
3 and that said disease results from exposure to asbestos and asbestos-containing products over a period of  
4 time.

5 15. Plaintiff COLLIE WASHINGTON JR. suffers from lung cancer, caused by an exposure  
6 to asbestos and asbestos-containing products and equipment. Plaintiff COLLIE WASHINGTON JR. was  
7 not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of  
8 injury and/or disease.

9 16. As a direct and proximate result of the aforesaid conduct of SHIPYARD DEFENDANTS,  
10 their "alternate entities," and each of them, Plaintiff COLLIE WASHINGTON JR. has suffered, and  
11 continues to suffer permanent injuries and/or future increased risk of injuries to his person, body and  
12 health, including, but not limited to, other lung damage, and cancer, and the mental and emotional distress  
13 attendant thereto, from the effect of exposure to asbestos fibers, all to his general damage in a sum in  
14 excess of the jurisdictional limit of a limited civil case.

15 17. As a direct and proximate result of the aforesaid conduct of the SHIPYARD  
16 DEFENDANTS, their "alternate entities," and each of them, Plaintiff COLLIE WASHINGTON JR. has  
17 incurred, is presently incurring, and will incur in the future, liability for physicians, surgeons, nurses,  
18 hospital care, medicine, hospices, X-rays and other medical treatment, the true and exact amount thereof  
19 being unknown to Plaintiff at this time, and Plaintiff prays leave to amend this complaint accordingly  
20 when the true and exact cost thereof is ascertained.

21 18. As a further direct and proximate result of the said conduct of the SHIPYARD  
22 DEFENDANTS, their "alternate entities," Plaintiff has incurred, and will incur, loss of income, wages,  
23 profits and commissions, a diminishment of earning potential, and other pecuniary losses, the full nature  
24 and extent of which are not yet known to Plaintiff; and leave is requested to amend this complaint to  
25 conform to proof at the time of trial.

26 19. In researching, manufacturing, fabricating, designing, modifying, testing, or failing to  
27 test, warning or failing to warn, labeling, assembling, distributing, leasing, buying, offering for sale,  
28 supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing,

1 warranting, re-branding, manufacturing for others, packaging, and advertising asbestos and asbestos-  
2 containing products and equipment, SHIPYARD DEFENDANTS, their “alternate entities,” and each of  
3 them, did so with conscious disregard for the safety of “exposed persons” who came in contact with said  
4 asbestos and asbestos-containing products, including, but not limited to, asbestosis, other lung damages,  
5 and cancer. Said knowledge was obtained, in part, from scientific studies performed by, at the request  
6 of, or with the assistance of said SHIPYARD DEFENDANTS, their “alternate entities,” and each of  
7 them, on or before 1930, and thereafter.

8         20. On or before 1930, and thereafter, said SHIPYARD DEFENDANTS, their “alternate  
9 entities” and each of them, were aware that members of the general public and other “exposed persons”,  
10 who would come in contact with their asbestos and asbestos-containing products, had no knowledge or  
11 information indicating that asbestos or asbestos-containing products could cause injury, and said  
12 SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, knew that members of the  
13 general public, and other “exposed persons”, who came in contact with asbestos and asbestos-containing  
14 products, would assume, and in fact did assume, that exposure to asbestos and asbestos-containing  
15 products was safe, when in fact said exposure was extremely hazardous to health and human life.

16         21. With said knowledge, said SHIPYARD DEFENDANTS, their “alternate entities, and  
17 each of them, opted to research, manufacture, fabricate, design, modify, label, assemble, distribute, lease,  
18 buy, offer for sale, supply, sell, inspect, service, install, contract for installation, repair, market, warrant,  
19 re-brand, manufacture for others, package, and advertise said asbestos and asbestos-containing products  
20 without attempting to protect “exposed persons” from, or warn “exposed persons” of, the high risk of  
21 injury or death resulting from exposure to asbestos and asbestos-containing products. Rather than  
22 attempting to protect “exposed persons” from, or warn “exposed persons” of, the high risk of injury or  
23 death resulting from exposure to asbestos and asbestos-containing products, SHIPYARD  
24 DEFENDANTS, their “alternate entities,” and each of them, intentionally failed to reveal their  
25 knowledge of said risk, failed to warn of said risk and consciously and actively concealed and suppressed  
26 said knowledge from “exposed persons” and members of the general public, thus impliedly representing  
27 to “exposed persons” and members of the general public, that asbestos and asbestos-containing products  
28 were safe for all reasonably foreseeable uses. SHIPYARD DEFENDANTS, their “alternate entities,” and

1 each of them, engaged in this conduct and made these implied representations with the knowledge of the  
2 falsity of said implied representations.

3 22. The above-referenced conduct of said SHIPYARD DEFENDANTS, their “alternate  
4 entities,” and each of them, was motivated by the financial interest of said SHIPYARD DEFENDANTS,  
5 their “alternate entities,” and each of them, in the continuing, uninterrupted research, design,  
6 modification, manufacture, fabrication, labeling, assembly, distribution, lease, purchase, offer for sale,  
7 supply, sale, inspection, installation, contracting for installation, repair, marketing, warranting, re-  
8 branding, manufacturing for others, packaging and advertising of asbestos and asbestos-containing  
9 produces. In pursuance of said financial motivation, SHIPYARD DEFENDANTS, their “alternate  
10 entities,” and each of them, consciously disregarded the safety of “exposed persons” and in fact were  
11 consciously willing and intended to permit asbestos and asbestos-containing products to cause injury to  
12 “exposed persons” and induced persons to work with and be exposed thereto, including Plaintiff COLLIE  
13 WASHINGTON JR..

14 23. SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, and their  
15 officers, directors, and managing agents participated in, authorized, expressly and impliedly ratified, and  
16 had full knowledge of, or should have known of, each of the acts set forth herein.

17 24. SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, are liable for  
18 the fraudulent, oppressive, and malicious acts of their “alternate entities,” and each of them, and each  
19 Defendants’ officers, directors, and managing agents participated in, authorized, expressly and impliedly  
20 ratified, and had full knowledge of, or should have known of, the acts of each of their “alternate entities”  
21 as set forth herein.

22 25. The herein-described conduct of said SHIPYARD DEFENDANTS, their “alternate  
23 entities,” and each of them, was and is willful, malicious, fraudulent, outrageous, and in conscious  
24 disregard and indifference to the safety and health of “exposed persons.” Plaintiff, for the sake of example  
25 and by way of punishing said SHIPYARD DEFENDANTS, seeks punitive damages according to proof.

26 26. Plaintiff alleges that the aforementioned SHIPYARD DEFENDANTS, their “alternate  
27 entities,” and each of them, impliedly warranted their asbestos and asbestos-containing products and  
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1 equipment to be safe for their intended use, but their asbestos and asbestos-containing products created  
2 an unreasonable risk of bodily harm to Plaintiff COLLIE WASHINGTON JR..

3 27. Plaintiff further alleges that Plaintiff COLLIE WASHINGTON JR.'s injuries are a result  
4 of cumulative exposure to asbestos and various asbestos-containing products and equipment  
5 manufactured, fabricated, inadequately researched, designed, modified, inadequately tested, labeled,  
6 assembled, distributed, leased, brought, offered for sale, supplied, sold, inspected, serviced, installed,  
7 contracted for installation, repaired, marketed, warranted, re-branded, manufactured for others, packaged  
8 and advertised by the aforementioned SHIPYARD DEFENDANTS, their "alternate entities," and each  
9 of them, all of which were a substantial contributing factor to Plaintiff's development of the asbestos  
10 disease complained of herein.

11 28. Plaintiff COLLIE WASHINGTON JR. relied upon SHIPYARD DEFENDANTS, their  
12 "alternate entities," and each of their representations, lack of warnings, and implied warranties of the  
13 fitness of asbestos and asbestos-containing products. As a direct, foreseeable, and proximate result  
14 thereof, Plaintiff has been injured permanently as alleged herein.

15 29. As a direct and proximate result of the actions and conduct outlined herein, Plaintiff  
16 COLLIE WASHINGTON JR. has suffered the injuries and damages alleged herein.

17 WHEREFORE, Plaintiff prays for judgment against SHIPYARD DEFENDANTS, and their  
18 "alternate entities," and each of them, as hereinafter set forth.

19 **SECOND CAUSE OF ACTION**

20 **(Strict Liability – Design Defect / Manufacturing Defect / Failure to Warn – California Law)**

21 AS AND FOR A SECOND, SEPARATE, FURTHER, AND DISTINCT CAUSE OF ACTION FOR

22 STRICT LIABILITY UNDER CALIFORNIA LAW, PLAINTIFF COMPLAINS OF ALL

23 DEFENDANTS, DOES 1-400, THEIR "ALTERNATE ENTITIES," AND EACH OF THEM, AND

24 ALLEGE AS FOLLOWS:

25 30. Plaintiff incorporates herein by reference, as though fully set forth therein, the allegations  
26 contained in the First Cause of Action herein.

27 31. At all times herein mentioned, Defendants, their "alternate entities," and each of them,  
28 were and are engaged in the business of researching, manufacturing, fabricating, designing, modifying.

1 labeling, assembling, distributing, leasing, buying, offering for sale, supplying, selling, inspecting,  
2 servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding,  
3 manufacturing for others, packaging, and advertising a certain substance, the generic name of which is  
4 asbestos and other products containing said substance, including but not limited to products containing  
5 said substance that were required in order for Defendants' products to function as intended.

6 32. Defendants, their "alternate entities," and each of them, knew and intended that the above-  
7 referenced asbestos and asbestos-containing products would be used by the purchaser or user without  
8 inspection for defects therein or in any of their component parts and without knowledge of the hazards  
9 involved in such use.

10 33. Said asbestos and asbestos-containing products were defective and unsafe for their  
11 intended purpose in that the inhalation of asbestos fibers causes serious disease and/or death. The defect  
12 existed in the said asbestos and asbestos-containing products at the time they left the possession of the  
13 Defendants, their "alternate entities," and each of them. Said asbestos and asbestos-containing products  
14 did, in fact, cause personal injuries, including asbestosis, other lung damage, and cancer to users,  
15 consumers, workers, bystanders, and others, including the exposed Plaintiff herein (hereinafter  
16 collectively called "exposed persons"), while being used in a reasonably foreseeable manner, thereby  
17 rendering the same defective, unsafe, and dangerous for use.

18 34. At all times mentioned herein, the above-referenced asbestos and asbestos-containing  
19 products failed to perform as safely as an ordinary consumer and/or other "exposed persons" would  
20 expect when used in an intended or reasonably foreseeable manner, and/or the risk of danger inherent in  
21 this substance and products outweighed the benefits of said substance and products.

22 35. At all times mentioned herein, the foreseeable use of said asbestos and asbestos-  
23 containing products involved a substantial danger not readily recognizable to an ordinary user, consumer,  
24 or bystander, or other "exposed persons," but which danger was known or knowable to Defendants, and  
25 Defendants failed to adequately warn of the substantial danger.

26 36. "Exposed persons" did not know of the substantial danger of using said products. Said  
27 dangers were not readily recognizable by "exposed persons." Said Defendants, their "alternate entities,"  
28

1 and each of them, further failed to adequately warn of the risks to which Plaintiff COLLIE  
2 WASHINGTON JR. and others similarly situated were exposed.

3 37. Defendants, their “alternate entities,” and each of them, knew, or should have known, and  
4 intended that the aforementioned asbestos and asbestos-containing products and equipment would be  
5 used or handled as specified in Exhibit “A”, which is attached hereto and incorporated by reference  
6 herein, resulting in the release of airborne asbestos fibers, and that through such foreseeable use and/or  
7 handling “exposed persons,” including Plaintiff herein, would be in proximity to and exposed to said  
8 asbestos fibers.

9 38. Plaintiff COLLIE WASHINGTON JR. has used, handled, or otherwise been exposed to  
10 asbestos and asbestos-containing products and equipment referred to herein in a manner that was  
11 reasonably foreseeable. Plaintiff COLLIE WASHINGTON JR.’s exposure to asbestos and asbestos-  
12 containing products occurred at various locations as set forth in Exhibit “A”, which is attached hereto  
13 and incorporated by reference herein.

14 39. As a direct and proximate result of the conduct of the Defendants, their “alternate  
15 entities,” and each of them as aforesaid, Plaintiff COLLIE WASHINGTON JR.’s exposure to asbestos  
16 and asbestos-containing products caused severe and permanent injury to the Plaintiff, the nature of which,  
17 along with the date of Plaintiff COLLIE WASHINGTON JR.’s diagnosis and the date he learned such  
18 injuries were attributable to exposure to asbestos and/or asbestos-containing products, are set forth in  
19 Exhibit “B”, which is attached hereto and incorporated by reference herein.

20 40. Plaintiff is informed and believes, and thereon alleges, that progressive lung disease,  
21 cancer and other serious diseases are caused by inhalation of asbestos fibers without perceptible trauma  
22 and that said disease results from exposure to asbestos and asbestos-containing products over a period of  
23 time.

24 41. Plaintiff COLLIE WASHINGTON JR. suffers from lung cancer, caused by an exposure  
25 to asbestos and asbestos-containing products and equipment. Plaintiff COLLIE WASHINGTON JR. was  
26 not aware at the time of exposure that asbestos or asbestos-containing products presented any risk of  
27 injury and/or disease.

28

1           42. As a direct and proximate result of the aforesaid conduct of Defendants, their “alternate  
2 entities,” and each of them, Plaintiff COLLIE WASHINGTON JR. has suffered, and continues to suffer  
3 permanent injuries and/or future increased risk of injuries to his person, body and health, including, but  
4 not limited to, other lung damage, and cancer, and the mental and emotional distress attendant thereto,  
5 from the effect of exposure to asbestos fibers, all to his general damage in a sum in excess of the  
6 jurisdictional limit of a limited civil case.

7           43. As a direct and proximate result of the aforesaid conduct of the Defendants. their  
8 “alternate entities,” and each of them. Plaintiff COLLIE WASHINGTON JR. has incurred, is presently  
9 incurring, and will incur in the future, liability for physicians, surgeons, nurses, hospital care, medicine,  
10 hospices, X-rays and other medical treatment, the true and exact amount thereof being unknown to  
11 Plaintiff at this time, and Plaintiff prays leave to amend this complaint accordingly when the true and  
12 exact cost thereof is ascertained.

13           44. As a further direct and proximate result of the said conduct of the Defendants, their  
14 “alternate entities,” Plaintiff has incurred, and will incur, loss of income, wages, profits and commissions,  
15 a diminishment of earning potential, and other pecuniary losses, the full nature and extent of which are  
16 not yet known to Plaintiff; and leave is requested to amend this complaint to conform to proof at the time  
17 of trial.

18           45. In researching, manufacturing, fabricating, designing, modifying, testing, or failing to  
19 test, warning or failing to warn, labeling, assembling, distributing, leasing, buying, offering for sale,  
20 supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing,  
21 warranting, re-branding, manufacturing for others, packaging, and advertising asbestos and asbestos-  
22 containing products and equipment, Defendants, their “alternate entities,” and each of them, did so with  
23 conscious disregard for the safety of “exposed persons” who came in contact with said asbestos and  
24 asbestos-containing products, including, but not limited to, asbestosis, other lung damages, and cancer.  
25 Said knowledge was obtained, in part, from scientific studies performed by, at the request of, or with the  
26 assistance of said Defendants, their “alternate entities,” and each of them, on or before 1930, and  
27 thereafter.

28

1           46. On or before 1930, and thereafter, said Defendants, their “alternate entities” and each of  
2 them, were aware that members of the general public and other “exposed persons”, who would come in  
3 contact with their asbestos and asbestos-containing products, had no knowledge or information indicating  
4 that asbestos or asbestos-containing products could cause injury, and said Defendants, their “alternate  
5 entities,” and each of them, knew that members of the general public, and other “exposed persons”, who  
6 came in contact with asbestos and asbestos-containing products, would assume, and in fact did assume,  
7 that exposure to asbestos and asbestos-containing products was safe, when in fact said exposure was  
8 extremely hazardous to health and human life.

9           47. With said knowledge, said Defendants, their “alternate entities, and each of them, opted  
10 to research, manufacture, fabricate, design, modify, label, assemble, distribute, lease, buy, offer for sale,  
11 supply, sell, inspect, service, install, contract for installation, repair, market, warrant, re-brand,  
12 manufacture for others, package, and advertise said asbestos and asbestos-containing products without  
13 attempting to protect “exposed persons” from, or warn “exposed persons” of, the high risk of injury or  
14 death resulting from exposure to asbestos and asbestos-containing products. Rather than attempting to  
15 protect “exposed persons” from, or warn “exposed persons” of, the high risk of injury or death resulting  
16 from exposure to asbestos and asbestos-containing products, Defendants, their “alternate entities,” and  
17 each of them, intentionally failed to reveal their knowledge of said risk, failed to warn of said risk and  
18 consciously and actively concealed and suppressed said knowledge from “exposed persons” and  
19 members of the general public, thus impliedly representing to “exposed persons” and members of the  
20 general public, that asbestos and asbestos-containing products were safe for all reasonably foreseeable  
21 uses. Defendants, their “alternate entities,” and each of them, engaged in this conduct and made these  
22 implied representations with the knowledge of the falsity of said implied representations.

23           48. The above-referenced conduct of said Defendants, their “alternate entities,” and each of  
24 them, was motivated by the financial interest of said Defendants, their “alternate entities,” and each of  
25 them, in the continuing, uninterrupted research, design, modification, manufacture, fabrication, labeling,  
26 assembly, distribution, lease, purchase, offer for sale, supply, sale, inspection, installation, contracting  
27 for installation, repair, marketing, warranting, re-branding, manufacturing for others, packaging and  
28 advertising of asbestos and asbestos-containing produces. In pursuance of said financial motivation,

1 Defendants, their “alternate entities,” and each of them, consciously disregarded the safety of “exposed  
2 persons” and in fact were consciously willing and intended to permit asbestos and asbestos-containing  
3 products to cause injury to “exposed persons” and induced persons to work with and be exposed thereto,  
4 including Plaintiff COLLIE WASHINGTON JR..

5 49. Defendants, their “alternate entities,” and each of them, and their officers, directors, and  
6 managing agents participated in, authorized, expressly and impliedly ratified, and had full knowledge of,  
7 or should have known of, each of the acts set forth herein.

8 50. Defendants, their “alternate entities,” and each of them, are liable for the fraudulent,  
9 oppressive, and malicious acts of their “alternate entities,” and each of them, and each Defendants’  
10 officers, directors, and managing agents participated in, authorized, expressly and impliedly ratified, and  
11 had full knowledge of, or should have known of, the acts of each of their “alternate entities” as set forth  
12 herein.

13 51. The herein-described conduct of said Defendants, their “alternate entities,” and each of  
14 them, was and is willful, malicious, fraudulent, outrageous, and in conscious disregard and indifference  
15 to the safety and health of “exposed persons.” Plaintiff, for the sake of example and by way of punishing  
16 said Defendants, seeks punitive damages according to proof.

17 52. Plaintiff alleges that the aforementioned Defendants, their “alternate entities,” and each  
18 of them, impliedly warranted their asbestos and asbestos-containing products and equipment to be safe  
19 for their intended use, but their asbestos and asbestos-containing products created an unreasonable risk  
20 of bodily harm to Plaintiff COLLIE WASHINGTON JR..

21 53. Plaintiff further alleges that Plaintiff COLLIE WASHINGTON JR.’s injuries are a result  
22 of cumulative exposure to asbestos and various asbestos-containing products and equipment  
23 manufactured, fabricated, inadequately researched, designed, modified, inadequately tested, labeled,  
24 assembled, distributed, leased, brought, offered for sale, supplied, sold, inspected, serviced, installed,  
25 contracted for installation, repaired, marketed, warranted, re-branded, manufactured for others, packaged  
26 and advertised by the aforementioned Defendants, their “alternate entities,” and each of them, all of  
27 which were a substantial contributing factor to Plaintiff’s development of the asbestos disease  
28 complained of herein.

1 54. Plaintiff COLLIE WASHINGTON JR. relied upon Defendants, their “alternate entities,”  
2 and each of their representations, lack of warnings, and implied warranties of the fitness of asbestos and  
3 asbestos-containing products. As a direct, foreseeable, and proximate result thereof, Plaintiff has been  
4 injured permanently as alleged herein.

5 55. As a direct and proximate result of the actions and conduct outlined herein, Plaintiff  
6 COLLIE WASHINGTON JR. has suffered the injuries and damages alleged herein

7 WHEREFORE, Plaintiff prays for judgment against Defendants, and their “alternate entities,”  
8 and each of them, as hereinafter set forth.

9 **THIRD CAUSE OF ACTION**

10 **(Negligence / Negligent Failure to Warn – Maritime Law)**

11 AS AND FOR A THIRD, SEPARATE, FURTHER, AND DISTINCT CAUSE OF ACTION FOR  
12 NEGLIGENCE UNDER MARITIME LAW, PLAINTIFF COMPLAINS OF SHIPYARD  
13 DEFENDANTS, DOES 1-200, THEIR “ALTERNATE ENTITIES,” AND EACH OF THEM, AND  
14 ALLEGE AS FOLLOWS:

15 56. Plaintiff incorporates herein by reference, as though fully set forth therein, the allegations  
16 contained in the First and Second Causes of Action herein.

17 57. At all times herein mentioned, SHIPYARD DEFENDANTS, their “alternate entities,”  
18 and each of them, singularly and jointly, negligently and carelessly researched, manufactured, fabricated,  
19 designed, modified, tested or failed to test, abated or failed to abate, warned or failed to warn of the health  
20 hazards, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected,  
21 serviced, installed, contracted for installation, removed, repaired, marketed, warranted, re-branded,  
22 manufactured for others, packaged, and advertised a certain substance, the generic name of which is  
23 asbestos, and other products and equipment containing said substance, including but not limited to  
24 products containing said substance that were required in order for SHIPYARD DEFENDANTS’  
25 products to function as intended, in that said substance proximately caused personal injuries to “exposed  
26 persons,” while being used in a manner that was reasonably foreseeable, thereby rendering said substance  
27 unsafe and dangerous for use by the “exposed persons.”  
28

1 58. SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, had a duty to  
2 exercise due care in the pursuance of the activities mentioned above and SHIPYARD DEFENDANTS,  
3 and each of them, breached said duty of due care by causing Plaintiff to be exposed to asbestos fibers.

4 59. SHIPYARD DEFENDANTS, their “alternate entities,” and each of them, knew, or should  
5 have known, and intended that the aforementioned asbestos and products containing asbestos would be  
6 transported by truck, rail, ship and other common carriers, and that in the shipping process the products  
7 would break, crumble or be otherwise damaged; and/or that such products would be used for insulation,  
8 construction, plastering, fireproofing, soundproofing, automotive, aircraft and/or other applications,  
9 including, but not limited to: sawing, chipping, hammering, scraping, sanding, breaking, removal, “rip-  
10 out,” and other manipulation, resulting in the release of airborne asbestos fibers, and that through such  
11 foreseeable use and/or handling “exposed persons,” including Plaintiff herein, would use or be in  
12 proximity of and exposed to said asbestos fibers.

13 60. As a direct and proximate result of the actions and conduct outlined herein, Plaintiff has  
14 suffered the injuries and damages alleged herein.

15 WHEREFORE, Plaintiff prays for judgment against SHIPYARD DEFENDANTS, their  
16 “alternate entities,” and each of them, as hereinafter set forth.

17 **FOURTH CAUSE OF ACTION**

18 **(Negligence / Negligent Failure to Warn – California Law)**

19 AS AND FOR A FOURTH, SEPARATE, FURTHER, AND DISTINCT CAUSE OF ACTION FOR  
20 NEGLIGENCE UNDER CALIFORNIA LAW, PLAINTIFF COMPLAINS OF ALL DEFENDANTS,  
21 DOES 1-400, THEIR “ALTERNATE ENTITIES,” AND EACH OF THEM, AND ALLEGE AS  
22 FOLLOWS:

23 61. Plaintiff incorporates herein by reference, as though fully set forth therein, the allegations  
24 contained in the First, Second, and Third Causes of Action herein.

25 62. At all times herein mentioned, Defendants, their “alternate entities,” and each of them,  
26 singularly and jointly, negligently and carelessly researched, manufactured, fabricated, designed,  
27 modified, tested or failed to test, abated or failed to abate, warned or failed to warn of the health hazards,  
28 labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold, inspected, serviced,



1 COMPLAINS OF ALL DEFENDANTS, DOES 1-400, THEIR "ALTERNATE ENTITIES," AND  
2 EACH OF THEM AND ALLEGE AS FOLLOWS:

3 66. Plaintiff hereby incorporates by reference, as though fully set forth herein, each and every  
4 allegation contained in the First, Second, Third, and Fourth Causes of Action.

5 67. At the aforementioned time when Defendants, their "alternate entities," and each of them,  
6 researched, manufactured, fabricated, designed, modified, tested or failed to test, inadequately warned  
7 or failed to warn, labeled, assembled, distributed, leased, bought, offered for sale, supplied, sold,  
8 inspected, serviced, installed, contracted for installation, repaired, marketed, warranted, re-branded,  
9 manufactured for others, packaged and advertised the said asbestos and asbestos-containing products, as  
10 hereinabove set forth, the Defendants, their "alternate entities," and each of them, expressly and  
11 impliedly represented to members of the general public, including the purchasers and users of said  
12 product, and other "exposed persons", including, without limitation, Plaintiff COLLIE WASHINGTON  
13 JR. and his employers, that asbestos and asbestos-containing products, were of merchantable quality, and  
14 safe for the use for which they were intended.

15 68. The purchasers and users of said asbestos and asbestos-containing products, and other  
16 "exposed persons" including, without limitation, Plaintiff COLLIE WASHINGTON JR., and his  
17 employers, relied upon said representations of Defendants, their "alternate entities," and each of them,  
18 in the selection, purchase, and use of asbestos and asbestos-containing products.

19 69. Said representation by Defendants, their "alternate entities," and each of them, were false  
20 and untrue, and Defendants knew at the time they were untrue, in that the asbestos and asbestos-  
21 containing products and equipment were not safe for their intended use, nor were they of merchantable  
22 quality as represented by Defendants, their "alternate entities," and each of them, in that asbestos and  
23 asbestos-containing products and equipment have very dangerous properties and defects whereby said  
24 products cause asbestosis, other lung damages, and cancer, and have other defects that cause injury and  
25 damage to the users of said products and other "exposed persons," thereby threatening the health and life  
26 of said persons, including Plaintiff COLLIE WASHINGTON JR. herein.

27 70. As a direct and proximate result of said false representations by Defendants, their  
28 "alternate entities," and each of them, Plaintiff sustained the injuries and damages alleged herein.

1 WHEREFORE, Plaintiff prays for judgment against Defendants, their “alternate entities,” and  
2 each of them, as hereinafter set forth.

3 **SIXTH CAUSE OF ACTION**

4 **(Intentional Tort/Intentional Failure to Warn/Concealment)**

5 AS AND FOR A FURTHER SIXTH, SEPARATE, AND DISTINCT CAUSE OF ACTION FOR AN  
6 INTENTIONAL TORT UNDER CIVIL CODE SECTIONS 1708 THROUGH 1710, PLAINTIFF  
7 COMPLAINS OF DEFENDANTS, DOES 1-400, THEIR “ALTERNATE ENTITIES,” AND EACH  
8 OF THEM, EXCEPT FOR KAISER GYPSUM COMPANY, INC., AND ALLEGE AS FOLLOWS:

9 71. Plaintiff hereby incorporates by reference, as though fully set forth herein, each and every  
10 allegation contained in the First, Second, Third, Fourth and Fifth Causes of Action herein, excepting  
11 there from allegations pertaining to negligence.

12 72. At all times pertinent hereto, the Defendants, their “alternate entities,” and each of them,  
13 owed Plaintiff a duty, as provided for in Section 1708, 1709, and 1710 of the Civil Code of the State of  
14 California, to abstain from injuring the person, property, or rights of the Plaintiff. When a duty to act was  
15 imposed, as set forth herein, the Defendants, their “alternate entities,” and each of them, did do the acts  
16 and omissions in violation of that duty, thereby causing injury to the Plaintiff as is more fully set forth  
17 herein. Such acts and omissions consisted of acts falling within Section 1709 (Fraudulent Deceit) and  
18 Section 1710 (Deceit) of the Civil Code of the State of California and, more specifically, included  
19 suggestions of fact which were not true and which Defendants, their “alternate entities,” and each of  
20 them, did not believe to be true; assertions of fact which were not true and which Defendants, their  
21 “alternate entities,” and each of them, had no reasonable ground for believing to be true, and the  
22 suppression of fact when a duty existed to disclose it, all as more fully set forth herein; the violation of  
23 any one such duty gave rise to a cause of action for violation of rights of the Plaintiff as provided for in  
24 the aforementioned Civil Code sections.

25 73. Since on or before 1930, the Defendants, their “alternate entities,” and each of them, have  
26 known and have possessed the true facts of medical and scientific data and other knowledge which clearly  
27 indicated that the asbestos and asbestos-containing products and equipment referred to in Plaintiff’s First  
28 Cause of Action were and are hazardous to the health and safety of Plaintiff, and others in Plaintiff

1 COLLIE WASHINGTON JR.'s position working in close proximity with such materials. The  
2 Defendants, their "alternate entities," and each of them, have known of the dangerous propensities of the  
3 aforementioned materials and products since before that time. With intent to deceive Plaintiff COLLIE  
4 WASHINGTON JR., and others in Plaintiff's position, and with intent that he and such others should be  
5 and remain ignorant of such facts with intent to induce Plaintiff and such others to alter his and their  
6 positions to his and their injury and/or risk and in order to gain advantages, the following acts occurred:

7 (a) Defendants, their "alternate entities," and each of them, did not label any of the  
8 aforementioned asbestos-containing materials, products, and equipment regarding the hazards of such  
9 materials and products to the health and safety of Plaintiff and others in Plaintiff's position working in  
10 close proximity with such materials until 1964, when certain of such materials were labeled by some, but  
11 not all, of Defendants, their "alternate entities," and each of them, since on or before 1930. By not  
12 labeling such materials, products, and equipment as to their said hazards, Defendants, their "alternate  
13 entities," and each of them, caused to be suggested as a fact to Plaintiff that it was safe for Plaintiff  
14 COLLIE WASHINGTON JR. to work in close proximity to such materials, when in fact it was not true;  
15 and Defendants, their "alternate entities," and each of them, did not believe it to be true;

16 (b) Defendants, their "alternate entities," and each of them, suppressed information  
17 relating to the danger of use of the aforementioned materials, products, and equipment by requesting the  
18 suppression of information to the Plaintiff and the general public concerning the dangerous nature of the  
19 aforementioned materials to workers, by not allowing such information to be disseminated in a manner  
20 which would have given general notice to the public and knowledge of the hazardous nature thereof when  
21 Defendants, their "alternate entities," and each of them, were bound to disclose such information;

22 (c) Defendants, their "alternate entities," and each of them, sold the aforementioned  
23 products, materials, and equipment to Plaintiff COLLIE WASHINGTON JR.'s employers, the  
24 employers of Plaintiff, and others without advising Plaintiff COLLIE WASHINGTON JR., his  
25 employers, and others of the dangers of use of such materials to persons working in close proximity  
26 thereto when Defendants, their "alternate entities," and each of them, knew of such dangers, and had a  
27 duty to disclose such dangers all as set forth herein. By said conduct, Defendants, their "alternate  
28 entities," and each of them, caused to be positively asserted to Plaintiff COLLIE WASHINGTON JR.

1 that which was not true and that which Defendants, their “alternate entities,” and each of them had no  
2 reasonable ground for believing to be true, to wit: that it was safe for Plaintiff COLLIE WASHINGTON  
3 JR. to work in close proximity to such materials;

4 (d) Defendants, their “alternate entities,” and each of them, suppressed from Plaintiff  
5 medical and scientific data and knowledge of the results of studies including, but not limited to, the  
6 information and contents of the “Lanza Report.” Although bound to disclose it, Defendants, their  
7 “alternate entities,” and each of them, influenced A.J. Lanza, M.D. to change his report, the altered  
8 version of which was published in Public Health Reports, Volume 50, at page 1, in 1935, thereby causing  
9 Plaintiff and others to be and remain ignorant thereof. Defendants, their “alternate entities,” and each of  
10 them, caused Asbestos Magazine, a widely disseminated trade Journal, to omit mention of danger,  
11 thereby lessening the probability of notice of danger to the users thereof;

12 (e) Defendants, their “alternate entities,” and each of them, belonged to, participated  
13 in, and financially supported the Asbestos Textile Institute Industrial Hygiene Foundation and other  
14 industry organizations which, for and on behalf of Defendants, their “alternate entities,” and each of  
15 them, actively promoted the suppression of information of danger to users of the aforementioned products  
16 and materials, thereby misleading Plaintiff COLLIE WASHINGTON JR. by the suggestions and  
17 deceptions set forth above in this cause of action. The Dust Control Committee, which changed its name  
18 to the Air Hygiene Committee, of the Asbestos Textile Institute, was specifically enlisted to study the  
19 subject of dust control. Discussions in this committee were held many times regarding the dangers  
20 inherent in asbestos and the dangers, which arise from the lack of control of dust, and such information  
21 was suppressed from public dissemination from 1946 to a date unknown to Plaintiff at this time;

22 (f) Commencing in 1930 with the study of mine and mill workers at Asbestos and  
23 Thetford Mines in Quebec, Canada, and the study of the workers at Asbestos-Manhattan plants in  
24 Manheim and Charleston, South Carolina, Defendants, their “alternate entities,” and each of them, knew  
25 and possessed medical and scientific information of the connection between the inhalation of asbestos  
26 fibers and asbestosis, which information was disseminated through the Asbestos Textile Institute and  
27 other industry organizations to all other Defendants, their “alternate entities,” and each of them, herein.  
28 Between 1942 and 1950, the Defendants, their “alternate entities,” and each of them, suggested to the

1 public as a fact that which is not true and disseminated other facts likely to mislead Plaintiff. Such facts  
2 did mislead Plaintiff and others by withholding the afore-described medical and scientific data and other  
3 knowledge and by not giving Plaintiff COLLIE WASHINGTON JR. the true facts concerning such  
4 knowledge of danger, which Defendants, their “alternate entities,” and each of them, were bound to  
5 disclose;

6 (g) Defendants, their “alternate entities,” and each of them, failed to warn Plaintiff  
7 COLLIE WASHINGTON JR., and others of the nature of said materials which were dangerous when  
8 breathed and which could cause pathological effects without noticeable trauma, despite the fact, that  
9 Defendants, their “alternate entities,” and each of them, possessed knowledge and were under a duty to  
10 disclose that said materials were dangerous and a threat to the health of persons coming into contact  
11 therewith;

12 (h) Defendants, their “alternate entities,” and each of them, failed to provide Plaintiff  
13 COLLIE WASHINGTON JR. with information concerning adequate protective masks and other  
14 equipment devised to be used when applying and installing the products of the Defendants, their  
15 “alternate entities,” and each of them, despite knowing that such protective measures were necessary,  
16 and that they were under a duty to disclose that such materials were dangerous and would result in injury  
17 to Plaintiff COLLIE WASHINGTON JR. and others applying and installing such material;

18 (i) Defendants, their “alternate entities,” and each of them, when under a duty to so  
19 disclose, concealed from Plaintiff COLLIE WASHINGTON JR. the true nature of the industrial exposure  
20 of Plaintiff COLLIE WASHINGTON JR. and knew that Plaintiff and anyone similarly situated, upon  
21 inhalation of asbestos would, in time, develop irreversible conditions of pneumoconiosis, asbestosis,  
22 and/or cancer. Defendants, their “alternate entities,” and each of them, also concealed from Plaintiff  
23 COLLIE WASHINGTON JR. and others that harmful materials to which they were exposed would cause  
24 to pathological effects without noticeable trauma;

25 (j) Defendants, their “alternate entities,” and each of them, failed to provide  
26 information of the true nature of the hazards of asbestos materials and that exposure to these material  
27 would cause pathological effects without noticeable trauma to the public, including buyers, users, and  
28 physicians employed by Plaintiff COLLIE WASHINGTON JR. so that said physicians could not

1 examine, diagnose, and treat Plaintiff and others who were exposed to asbestos, despite the fact that  
2 Defendants, their “alternate entities,” and each of them, were under a duty to so inform and said failure  
3 was misleading; and

4 (k) Defendants, their “alternate entities,” and each of them, failed to provide adequate  
5 information to physicians and surgeons retained by Plaintiff COLLIE WASHINGTON JR.’s employers  
6 and their predecessor companies, for purposes of making physical examinations of Plaintiff COLLIE  
7 WASHINGTON JR. and other employees as to the true nature and risk of such materials and exposure  
8 thereto when they in fact possessed such information and had a duty to disclose it.

9 74. Defendants, their “alternate entities,” and each of them, willfully failed and omitted to  
10 complete and file a First Report of Occupational Injury or Illness regarding Plaintiff’s injuries, as  
11 required by law, and did willfully fail and omit to file a Report of Injury and Occupational Disease with  
12 the State of California. Plaintiff COLLIE WASHINGTON JR. was in the class of persons with respect  
13 to whom a duty was owed to file such reports and who would have been protected there by if the fact of  
14 danger from products complained of had become known.

15 75. Defendants, their “alternate entities,” and each of them, having such aforementioned  
16 knowledge, and the duty to inform Plaintiff COLLIE WASHINGTON JR. about the true facts, and  
17 knowing the Plaintiff COLLIE WASHINGTON JR. did not possess such knowledge and would breathe  
18 such material innocently, acted falsely and fraudulently and with full intent to cause Plaintiff COLLIE  
19 WASHINGTON JR. to remain unaware of the true facts and to induce Plaintiff COLLIE  
20 WASHINGTON JR. to work in a dangerous environment, all in violation of Sections 1708, 1709, and  
21 1710 of the Civil Code of the State of California.

22 76. As a direct and proximate result of such intentional conduct by Defendants, their  
23 “alternate entities,” and each of them, Plaintiff COLLIE WASHINGTON JR. sustained the injuries and  
24 damages alleged herein. The herein-described conduct of said Defendants, their “alternate entities,” and  
25 each of them was and is willful, malicious, fraudulent, outrageous, and in conscious disregard and  
26 indifference to the safety and health of “exposed persons.” Plaintiff, for the sake of example and by way  
27 of punishing said Defendants, seek punitive damages according to proof.

28

1 WHEREFORE, Plaintiff prays for judgment against Defendants, their “alternate entities,” and  
2 each of them, as is hereinafter set forth.

3 **PRAYER FOR RELIEF - ALL DEFENDANTS / ALL CAUSES OF ACTION**

4 WHEREFORE, Plaintiff prays for judgment against Defendants, their “alternate entities,” and  
5 each of them, in an amount to be proved at trial in each individual case, as follows:

- 6 1. For Plaintiff’s general damages according to proof;
- 7 2. For Plaintiff’s loss of income, wages, and earning potential according to proof;
- 8 3. For Plaintiff’s pain and suffering, according to proof;
- 9 4. For Plaintiff’s medical and related expenses according to proof;
- 10 5. For Plaintiff’s cost of the suit herein;
- 11 6. For exemplary or punitive damages according to proof, except as to KAISER GYPSUM  
12 COMPANY, INC.
- 13 7. For damages for fraud according to proof; and
- 14 8. For such other and further relief as the Court may deem just and proper, including costs  
15 and prejudgment interest as provided in C.C.P. section 998, section 1032, and related provisions of law.

17 DATED: February 20, 2025

FROST LAW FIRM, PC

18  
19 By: \_\_\_\_\_  
20 ANDREW SEITZ  
21 Attorneys for Plaintiff  
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