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FILED
Superior Court Of California,
Sacramento
06/22/2015
tsmith
By _____, Deputy
Case Number:
34-2015-00180813

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF SACRAMENTO

11 HAZEL REIBEL, an individual;

12 Plaintiff,

13 v.

14 **BORGWARNER MORSE TEC INC.**, by
15 its successor in interest, BORG-WARNER
16 CORPORATION;
17 **CALAVERAS ASBESTOS, LTD**;
18 **COLGATE-PALMOLIVE COMPANY**;
19 **ELEMENTIS CHEMICALS, INC.** f/k/a
20 **HARCROS CHEMICALS, INC.**
21 individually and as successor in interest to
22 **HARRISONS & CROSFIELD (PACIFIC)**
23 **INC.**;
24 **GENUINE PARTS COMPANY**, a/k/a
25 and individually and as successor in
26 interest to **NAPA AUTO PARTS**;
27 **GEORGIA-PACIFIC LLC**, f/k/a
28 **GEORGIA-PACIFIC CORPORATION**;
HILL BROTHERS CHEMICAL
COMPANY;
HONEYWELL INTERNATIONAL,
INC., f/k/a and individually and as
successor in interest to **ALLIED SIGNAL,**
INC., individually and as successor in
interest to **BENDIX CORPORATION**;

CASE NO.

[COMPLEX ASBESTOS LITIGATION -
SUBJECT TO THE GENERAL ORDERS
CONTAINED IN FILE NO: C 700 000]

**PLAINTIFF'S COMPLAINT FOR
DAMAGES**

1. NEGLIGENCE
2. BREACH OF EXPRESS AND IMPLIED WARRANTIES
3. STRICT LIABILITY
4. PREMISES OWNER/
CONTRACTOR LIABILITY

DEMAND FOR JURY TRIAL

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1 KAISER GYPSUM COMPANY, INC.;

2 KELLY-MOORE PAINT COMPANY,

3 INC.;

4 SOCO-WEST, INC. f/k/a BRENNTAG

5 WEST, INC. f/k/a SOCO-LYNCH

6 CORPORATION, successor in interest to

7 WESTERN CHEMICAL &

8 MANUFACTURING CO.;

9 THE PEP BOYS MANNY MOE &

10 JACK OF CALIFORNIA, INC.;

11 UNION CARBIDE CORPORATION;

12

13 and DOES 1 through 400, inclusive,

14

15 Defendants.

16 COMES NOW, Plaintiff HAZEL REIBEL for causes of action against defendants

17 and DOES 1 through 400, and each of them, inclusive, who files this Complaint and alleges

18 as follows:

19 GENERAL ALLEGATIONS

20 1. The true names and/or capacities, whether individual, corporate, partnership,

21 associate, governmental, or otherwise, of defendant DOES 1 through 400, inclusive, are

22 unknown to plaintiff at this time, who therefore sue said defendants by such fictitious names.

23 Plaintiff is informed and believes, and thereon alleges, that each defendant designated herein

24 as a DOE caused injuries and damages proximately thereby to plaintiff as hereinafter

25 alleged; and that each DOE defendant is liable to the plaintiff for the acts and omissions

26 alleged herein below, and the resulting injuries to plaintiff, and damages sustained by the

27 plaintiff. Plaintiff will amend this complaint to allege the true names and capacities of said

28 DOE defendants when that same is ascertained.

2. Plaintiff is informed and believes, and thereon alleges, that at all times herein

mentioned, each of the defendants and each of the DOE defendants were the agent, servant,

employee and/or joint venturer of the other co-defendants and other DOE defendants, and

1 each of them, and at all said times, each defendant and each DOE defendant was acting in
2 the full course, scope and authority of said agency, service, employment and/or joint venture.

3 3. Plaintiff is informed and believes, and thereon alleges, that all times mentioned
4 herein, defendants and DOBS 1 through 400, and each of them, inclusive, were also known
5 as, formerly known as and/or were the successors and/or predecessors in
6 interest/business/product line/or a portion thereof, assigns, a parent, a subsidiary (wholly or
7 partially owned by, or the whole or partial owner), affiliate, partner, co-venturer, merged
8 company, alter egos, agents, equitable trustees and/or fiduciaries of and/or were members in
9 an entity or entities engaged in the funding, researching, studying, manufacturing,
10 fabricating, designing, developing, labeling, assembling, distributing, supplying, leasing,
11 buying, offering for sale, selling, inspecting, servicing, repairing, installing, demolishing,
12 contracting for installation, contracting others to install, repairing, marketing, warranting,
13 rebranding, manufacturing for others, packaging and advertising a certain substance, the
14 generic name of which is asbestos, and/or other products, components and assemblies
15 containing said substance (hereafter "alternate entities"). Defendants and DOES 1 through
16 400, and each of them, inclusive, are liable for the acts, omissions and tortious conduct of its
17 successors and/or predecessors in interest/business/product line/or a portion thereof, assigns,
18 parent, subsidiary, affiliate, partner, co-venturer, merged company, alter ego, agent, equitable
19 trustee, fiduciary and/or its alternate entities in that defendants and DOES 1 through 400, and
20 each of them, inclusive, enjoys the goodwill originally attached to each such alternate entity,
21 acquired the assets or product line (or portion thereof), and that there has been a virtual
22 destruction of plaintiff' remedy against each such alternate entity, and in that each such
23 defendant has the ability to assume the risk spreading role of each such alternate entity.

24 4. Plaintiff is informed and believes, and thereon alleges, that at all times herein
25 mentioned, that defendants and DOES 1 through 400, and each of them, inclusive, were and
26 are corporations organized and existing under the laws of the State of California or the laws
27 of some state or foreign jurisdiction; that each of the said defendants and DOE defendants
28 were and are authorized to do and are doing business in the State of California and regularly

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1 conducted business in the County of Sacramento; and that certain defendants and DOES
2 designate or have maintained principle places of business in the County of Sacramento.

3 5. Defendants placed their names, logos, and trademarks on asbestos products as
4 well as put out as their own asbestos products manufactured by others so as to be an apparent
5 manufacturer and liable as the manufacturer.

6 6. Plaintiff HAZEL REIBEL used Cashmere-Bouquet talcum powder from 1942
7 through the 1980's. She used this product in a manner consistent with its intended use, which
8 included but is not limited to the application of the powder to her own body, her daughters'
9 bodies, her clothing drawers and her shoes. Each time she used Cashmere Bouquet talcum
10 powder, it released dust into the air that she could see, smell and/or taste. Unbeknownst to
11 her, the talc used to manufacture Cashmere Bouquet contained asbestos, which she breathed
12 in. Additionally, Ms. Reibel was exposed to asbestos and asbestos-containing products
13 through the 1980s by virtue of her own work and work of others around her with automotive
14 products and construction products. In a reasonably foreseeable manner, HAZEL REIBEL
15 would launder and/or shake out her own clothing and the clothing of family members,
16 sweeping and/or cleaning the laundry room and house, among other activities involving dust,
17 and would ride in and/or clean the family automobiles. These activities would disturb the
18 asbestos dust that had settled on the family automobiles and on her clothing and/or persons
19 of family members. HAZEL REIBEL breathed this dust. The following Defendants are
20 liable for Plaintiff's damages: **BORGWARNER MORSE TEC INC.**, by its successor in
21 interest, **BORG-WARNER CORPORATION** (for auto/truck friction products);
22 **CALAVERAS ASBESTOS, LTD** (as a supplier of asbestos fibers); **COLGATE-**
23 **PALMOLIVE COMPANY** (for Cashmere Bouquet asbestos-containing talcum powder);
24 **ELEMENTIS CHEMICALS, INC.** f/k/a **HARCROS CHEMICALS, INC.** individually and
25 as successor in interest to **HARRISONS & CROSFIELD (PACIFIC) INC.** (for fiber supply);
26 **GENUINE PARTS COMPANY**, a/k/a and individually and as successor in interest to
27 **NAPA AUTO PARTS** (for supply of auto/truck friction products); **GEORGIA-PACIFIC**
28 **LLC**, f/k/a **GEORGIA-PACIFIC CORPORATION** (for joint compound); **HILL**

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1 **BROTHERS CHEMICAL COMPANY** (as a supplier of asbestos fibers); **HONEYWELL**
2 **INTERNATIONAL, INC.**, f/k/a and individually and as successor in interest to **ALLIED**
3 **SIGNAL, INC.**, individually and as successor in interest to **BENDIX CORPORATION** (for
4 auto/truck friction products); **KAISER GYPSUM COMPANY, INC.** (for joint compound,
5 stucco); **KELLY-MOORE PAINT COMPANY, INC.** (for Manufacture of Georgia Pacific
6 and Paco Joint Compound); **SOCO-WEST, INC. f/k/a BRENNTAG WEST, INC. f/k/a**
7 **SOCO-LYNCH CORPORATION**, successor in interest to **WESTERN CHEMICAL &**
8 **MANUFACTURING CO.** (as a supplier of asbestos-containing fiber); **THE PEP BOYS**
9 **MANNY MOE & JACK OF CALIFORNIA, INC.** (for auto/truck friction products);
10 **UNION CARBIDE CORPORATION** (for supply of asbestos fiber). Plaintiffs further
11 allege; defendants and DOES 1 through 400, and each of them, inclusive, designed,
12 manufactured, sold, supplied, distributed and otherwise marketed asbestos containing
13 products, equipment and systems with original and replacement asbestos-containing
14 products, components, and integral parts; that defendants and DOES 1 through 400 inclusive
15 specified and required the use of such original and replacement asbestos containing parts and
16 components that were integral to their respective asbestos containing products' normal use
17 and operation and that by design such normal use and operation directly created, generated,
18 released and exposed plaintiff HAZEL REIBEL to asbestos-containing dust, debris, fiber and
19 particulate from such integral, specified, necessary and required asbestos products and
20 components; that as a direct and proximate result of all of the above, plaintiff HAZEL
21 REIBEL was exposed by defendants and DOES 1 through 400, inclusive to asbestos-
22 containing dust, debris, fiber and particulate which increased her risk of developing the
23 mesothelioma and asbestos disease(s) from which she now suffers.

24 7. Plaintiff is informed and believes, and thereon alleges, that asbestos related
25 diseases such as mesothelioma, lung cancer, asbestosis, scarring of the lungs and pleural
26 plaques are progressive lung diseases caused by cumulative inhalation of asbestos fibers
27 without perceptible trauma and that said diseases result from exposure to asbestos and
28 asbestos products over a period of time.

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1 CORPORATION (for joint compound); HILL BROTHERS CHEMICAL COMPANY (as
2 a supplier of asbestos fiber to various manufacturers including but not limited to Flintkote
3 and/or Synkoloid); HONEYWELL INTERNATIONAL, INC., f/k/a and individually and
4 as successor in interest to ALLIED SIGNAL, INC., individually and as successor in interest
5 to BENDIX CORPORATION (for auto/truck friction products); KAISER GYPSUM
6 COMPANY, INC. (for joint compound, stucco); KELLY-MOORE PAINT COMPANY,
7 INC. (for Manufacture of Georgia Pacific and Paco Joint Compound); SOCO-WEST, INC.
8 f/k/a BRENNTAG WEST, INC. f/k/a SOCO-LYNCH CORPORATION, successor in
9 interest to WESTERN CHEMICAL & MANUFACTURING CO. (as a supplier of asbestos-
10 containing fiber); THE PEP BOYS MANNY MOE & JACK OF CALIFORNIA, INC.
11 (for auto/truck friction products); UNION CARBIDE CORPORATION (for supply of
12 asbestos fiber), and DOES 1 through 400, and each of them inclusive (hereafter "Product
13 Defendants"), in a manner that was reasonably foreseeable to said defendants.

14 12. At all times herein mentioned, the Product Defendants, and each of them, were
15 engaged in the business of researching, studying, manufacturing, fabricating, designing,
16 developing, labeling, assembling, distributing, supplying, leasing, buying, offering for sale,
17 selling, inspecting, servicing, repairing, installing, demolishing, contracting for installation,
18 contracting others to install, repairing, marketing, warranting, rebranding, manufacturing for
19 others, packaging and advertising a certain substance, the generic name of which is asbestos,
20 and/or other products, components and assemblies containing said substance, or are engaged
21 in the business of manufacturing, fabricating, designing, assembling, distributing, selling,
22 and marketing of safety equipment, including respiratory protective devices which were
23 intended to block the entry of asbestos fibers into the bodies of workers who were exposed to
24 asbestos in the workplace and other locations.

25 13. At all times herein mentioned, the Product Defendants, and each of them,
26 negligently and carelessly researched, tested or failed to test, warned or failed to warn, failed
27 to recall or retrofit, manufactured and/or caused to be manufactured, fabricated, designed,
28 developed, labeled, assembled, distributed, supplied, leased, bought, offered for sale, sold,

1 inspected, serviced, repaired, installed, demolished, contracted for installation, contracted
2 others to install, repaired, marketed, warranted, rebranded, manufactured for others,
3 packaged and advertised a certain substance, the generic name of which is asbestos, and/or
4 other asbestos-containing products, components and assemblies containing said substance,
5 and that said substance was capable of causing and did, in fact, proximately cause personal
6 injuries to users, consumers, workers, persons working around or living with persons
7 working with or around such asbestos and asbestos-containing products, and others including
8 plaintiff HAZEL REIBEL, while being used in a manner that was intended by or otherwise
9 reasonably foreseeable to said defendants, thereby rendering said substances unsafe and
10 dangerous for use by the consumers, users, bystanders or workers exposed thereto.

11 14. At all times herein mentioned, the Product Defendants, and each of them, had a
12 duty to exercise reasonable care while engaging in the activities mentioned above and said
13 Defendants breached said duty of reasonable care in that Product Defendants, and each of
14 them, failed to safely and adequately design, manufacture and/or sell said defendants'
15 products; failed to test said products; failed to investigate the hazards of said products; failed
16 to recall or retrofit; failed to warn those persons who would be exposed, including plaintiff
17 HAZEL REIBEL, of the health hazards of using said defendants' products; failed to disclose
18 the known or knowable dangers of using said defendants' products; failed to obtain suitable
19 alternative materials to asbestos when such alternatives were available; and as otherwise
20 stated herein.

21 15. On or before 1932, and thereafter, the Product Defendants, and each of them,
22 were aware and knew of the dangers associated with breathing asbestos containing dust, and
23 said defendants also were aware and knew that users of asbestos and asbestos products, as
24 well as members of the general public who would be exposed to asbestos and asbestos-
25 containing products, had no knowledge or information indicating that asbestos could cause
26 injury, and said defendants knew that the users of asbestos and asbestos-containing products,
27 as well as members of the general public who were exposed to asbestos and asbestos-
28 containing products, would assume, and in fact did assume, that exposure to asbestos and

1 asbestos-containing products was safe, when in fact said exposure was extremely hazardous
2 to human life; and propagated misinformation intended to instill in users of the Product
3 Defendants' products a false security about the safety of said defendants' products.

4 16. The Product Defendants, and each of them, knew and failed to disclose that
5 plaintiff HAZEL REIBEL and anyone similarly situated, upon inhalation of asbestos would,
6 in time, have a substantial risk of developing irreversible conditions of pneumoconiosis,
7 asbestosis, mesothelioma and/or cancer, and said defendants knew and failed to disclose that
8 inhalation of asbestos would cause pathological effects without noticeable trauma to the
9 public, including buyers, users, and physicians such that physicians could not examine,
10 diagnose and treat those who were exposed to asbestos, including plaintiff.

11 17. The Product Defendants, and each of them, despite said defendants knowledge
12 of the substantial risks associated with exposure to asbestos, willfully and knowingly
13 concealed and actively suppressed and promoted the suppression from all consumers,
14 including plaintiff HAZEL REIBEL, medical and scientific information concerning the
15 health hazards associated with inhalation of asbestos, including the substantial risk of injury
16 or death therefrom in conscious disregard of the rights, safety and welfare of users,
17 consumers, workers, persons working around or living with persons working with or around
18 such asbestos and asbestos-containing products, and others including plaintiff HAZEL
19 REIBEL.

20 18. Rather than attempting to protect users and workers from, or warn workers and
21 users of, the high risk of injury or death resulting from exposure to asbestos and asbestos-
22 containing products, the Product Defendants, and each of them, intentionally failed to reveal
23 their knowledge of said risk, fraudulently, consciously and actively concealed and
24 suppressed said knowledge from members of the general public that asbestos and asbestos
25 products were unsafe for all reasonably foreseeable use, with the knowledge of the falsity of
26 said implied representations. Said defendants propagated misinformation to instill a false
27 sense of security and safety to instill in users a false sense of security about the safety of their
28 products.

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1 19. In researching, testing, manufacturing, distributing, labeling, installing and
2 marketing said products, the Product Defendants, and each of them, did so with conscious
3 disregard for the safety of the users of said products, in that said defendants had specific
4 prior knowledge that there was a high risk of injury or death resulting from exposure to
5 asbestos or asbestos-containing products, including but not limited to mesothelioma. Said
6 knowledge was obtained, in part, from scientific studies, government data, and medical data
7 to which said defendants had access, as well as scientific studies performed by, at the request
8 of, or with the assistance of, said defendants, and which knowledge was obtained by said
9 defendants on or before 1932, and thereafter.

10 20. The above referenced conduct of Product Defendants, and each of them, was
11 motivated by the financial interest of said defendants in the continuing, uninterrupted
12 distribution and marketing of asbestos and asbestos-containing products. In pursuance of
13 said financial motivation, said defendants consciously disregarded the safety of the users of,
14 and persons exposed to, asbestos and asbestos-containing products, and were in fact,
15 consciously willing to permit asbestos and asbestos-containing products to cause injury to
16 workers and users thereof, and persons exposed thereto, including plaintiff.

17 21. With said knowledge, Product Defendants, and each of them, opted to
18 manufacture, distribute and install said asbestos and asbestos-containing products without
19 attempting to protect users from or warn users of, the high risk of injury or death resulting
20 from exposure to asbestos and asbestos products.

21 22. Plaintiff was not aware that exposure to asbestos presented any risk of injury
22 and/or disease to HAZEL REIBEL, and had not been advised or informed by anyone that she
23 could contract any disease, sickness or injury as a result of working in the vicinity of
24 asbestos.

25 23. Product Defendants, and each of them, were aware that such dust created an
26 increased risk of asbestos disease for all users, consumers, or others who breathed said
27 asbestos-containing dust.

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1 24. Plaintiff is informed and believes, and based thereon alleges, that the injuries
2 complained of herein were proximately caused by the negligence of the Product Defendants,
3 and each of them, in that said defendants knew or should have known that the asbestos dust
4 would be generated and released from their asbestos-containing products during the regular
5 and intended uses of such asbestos products, and that said asbestos-containing products and
6 the asbestos dust exposure there from created an increased risk of asbestos disease for all
7 users, consumers, or others, including plaintiff, who breathed said asbestos-containing dust
8 which said defendants knew or should have known was harmful to the body and health of
9 persons installing, handling, and using asbestos and asbestos-containing products, as well as
10 to persons in the immediate vicinity of such installation, use and handling, and that such
11 asbestos products and dust were capable of causing and did, in fact, cause personal injuries
12 to users, consumers and others, while being used in a manner reasonably foreseeable, thereby
13 rendering said substance unsafe and dangerous for use by plaintiff.

14 25. Plaintiff are informed and believe, and based thereon allege, that the injuries
15 complained of herein were proximately caused by the negligence of the Product Defendants,
16 and each of them, in that said defendants failed to take reasonable care to warn the plaintiff
17 of the danger and harm to which she was exposed while installing, handling and otherwise
18 using said products, as well as while she was in the vicinity of the use, installation, and
19 handling of said products, and failed to specify, recommend, supply, install, sell, and use
20 readily available substitutes which do not and did not pose the danger to human health.

21 26. The conduct of the Product Defendants, and each of them, as described in this
22 cause of action was a substantial factor and a legal cause of the injuries and damages
23 sustained by plaintiff, and that said defendants demonstrated such an entire want of care as to
24 establish that their acts and omissions were the result of actual conscious indifference to the
25 rights, safety, and welfare of plaintiff HAZEL REIBEL, and that such intentional acts and
26 omissions were substantial factors in causing her disease and injuries.

27 27. As a direct and proximate result of the aforesaid conduct of said Product
28 Defendants, and each of them, plaintiff HAZEL REIBEL has suffered, and continues to

1 suffer, permanent injuries to her person, body and health all to her general damage in a sum
2 in excess of the jurisdictional limits of this unlimited Court.

3 28. As a direct and proximate result of the aforesaid conduct of said Product
4 Defendants, and each of them, plaintiff HAZEL REIBEL was and will be compelled to and
5 did employ medical services in an amount which has not as yet been fully ascertained and
6 which will be asserted according to proof at trial.

7 29. As a direct and proximate result of the aforesaid conduct of said Product
8 Defendants, and each of them, plaintiff has and/or will suffer loss of income and earnings,
9 past, present and future and earning capacity in an amount which has not as yet been fully
10 ascertained and which will be asserted according to proof at trial.

11 30. As a direct and proximate result of the aforesaid conduct of said Product
12 Defendants, and each of them, plaintiff did necessarily incur and in the future will incur
13 incidental expenses and damages in an amount which has not as yet been fully ascertained
14 and which will be asserted according to proof at trial.

15 31. In particular, plaintiff would show that, as alleged here in this cause of action
16 and throughout this complaint, that such intentional, grossly wanton acts and omissions by
17 said Product Defendants, and DOES 1 through 400, and each of them, and their officers,
18 directors, and managing agents, inclusive, were substantial factors in, and participated in,
19 authorized, expressly and impliedly ratified, and had full knowledge of or should have
20 known, each of the acts set forth here causing her disease and injuries. As the above
21 referenced conduct complained of in this complaint of said Product Defendants, and DOES 1
22 through 400, and each of them, and their officers, directors, and managing agents, inclusive,
23 was and is vile, base, willful, malicious, fraudulent, oppressive, outrageous, and said Product
24 Defendants, and each of them, inclusive, demonstrated such an entire want of care as to
25 establish that their acts and omissions were the result of actual conscious indifference to the
26 rights, safety, and welfare of plaintiff HAZEL REIBEL and of workers exposed to asbestos
27 and asbestos products, such that, plaintiff, for the sake of example, and by way of punishing
28 said defendants, seek punitive damages according to proof.

1 **SECOND CAUSE OF ACTION**

2 **BREACH OF EXPRESS AND IMPLIED WARRANTIES**

3 **(Against All Product Defendants and DOES 1 through 400)**

4 32. Plaintiff re-alleges and incorporates here by reference, as though fully set forth
5 at length herein, all of the allegations of paragraphs 1 through 30 above, inclusive.

6 33. Defendants and DOES 1 through 400, and each of them, inclusive, sold and/or
7 otherwise supplied the asbestos containing products, materials and equipment to Plaintiff
8 and/or her employers.

9 34. That in connection with the manufacture, preparation, sale, specification,
10 installation, use, and supply of asbestos products, Product Defendants, and each of them,
11 expressly and impliedly warranted that said products were of good and merchantable quality
12 and fit for their intended use. However, in truth and in fact, said products contained harmful
13 and deleterious asbestos fibers, known to the defendants herein, to be defective and harmful
14 to humans exposed thereto.

15 35. Said products were not and are not suitable for the purposes for which said
16 products were intended, supplied, and relied upon, nor suitable for any other similar purpose,
17 including their use by human beings in confined spaces where humans would be physically
18 present, working, resting or breathing.

19 36. Plaintiff relied on the express and implied warranties of Product Defendants,
20 and each of them, in the use of and exposure to said asbestos and asbestos products, and
21 plaintiff HAZEL REIBEL was using and/or exposed to said asbestos in a reasonably foresee-
22 able intended manner.

23 37. Product Defendants, and each of them, breached the above-described express
24 and implied warranties in that said substance was defective, which defects permitted and/or
25 caused said substance to seriously and permanently cause injury to plaintiff while using said
26 substance in a manner that was reasonably foreseeable.

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1 contracted for installation, contracted others to install, repaired, marketed, warranted,
2 rebranded, manufactured for others, packaged and advertised a certain substance, the generic
3 name of which is asbestos, and/or other products, components and assemblies containing
4 said substance which were defective in that they were not as safe as an ordinary consumer of
5 such products would expect; and that the gravity of the potential harm resulting from the use
6 of the defective products of the Product Defendants, and each of them, and the risk of said
7 asbestos and asbestos-containing products outweighed any benefit of the said defendants'
8 design, when safer alternative designs and materials existed and were available that could
9 and should have been substituted and used instead of the deadly asbestos, including
10 providing adequate warning of such potential harm.

11 43. At all times mentioned herein, the Product Defendants, and each of them, were
12 aware of the dangerous and defective nature of asbestos and asbestos-containing products
13 when they were used in their intended or reasonably foreseeable manner.

14 44. The Product Defendants, and each of them, placed said asbestos products on
15 the market, knowing the asbestos-containing products would be used without inspection for
16 such defects and unsafe conditions, and that said defendants nonetheless took no action to
17 warn or otherwise protect exposed persons, including plaintiff, who foreseeable would be
18 exposed to these defective and inadequately labeled asbestos and asbestos-containing
19 products.

20 45. The asbestos and asbestos-containing products, components and assemblies of
21 the Product Defendants, and each of them, were substantially the same as when they left said
22 defendants' possession.

23 46. The aforementioned asbestos and asbestos-containing products of the Product
24 Defendants, and each of them, were used by plaintiff and exposed persons in the manner for
25 which they were intended or in a manner that was or would be reasonably foreseeable; and
26 that plaintiff HAZEL REIBEL was exposed to said asbestos and asbestos-containing
27 products in a manner foreseeable to said defendants.

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1 47. The dangers inherent in breathing asbestos-containing dust and the dangers
2 inherent in asbestos-containing products, components and assemblies were unknown and
3 unforeseeable to plaintiff HAZEL REIBEL, and plaintiff had not been advised or informed
4 by anyone that she could contract any disease, sickness or injury as a result of working in the
5 vicinity of asbestos.

6 48. The failure to warn by and the product defect in the asbestos and asbestos-
7 containing products of Product Defendants, and each of them, were substantial factors and a
8 legal cause of plaintiff HAZEL REIBEL's injuries and damages thereby sustained by
9 plaintiff, and that said defendants demonstrated such an entire want of care as to establish
10 that their acts and omissions were the result of actual conscious indifference to the rights,
11 safety, and welfare of plaintiff HAZEL REIBEL, and that such intentional acts and
12 omissions were substantial factors in causing her disease and injuries.

13 49. As a direct and proximate result of the aforesaid conduct of said Product
14 Defendants, and each of them, plaintiff HAZEL REIBEL suffered severe and permanent
15 injuries to her person, and plaintiff suffered damages as alleged above.

16 50. In particular, plaintiff would show that, as alleged here in this cause of action
17 and throughout this complaint, that such intentional, grossly wanton acts and omissions by
18 said Product Defendants, and DOES 1 through 400, and each of them, and their officers,
19 directors, and managing agents, inclusive, were substantial factors in, and participated in,
20 authorized, expressly and impliedly ratified, and had full knowledge of or should have
21 known, each of the acts set forth here causing her disease and injuries. As the above
22 referenced conduct complained of in this complaint of said Product Defendants, and DOES 1
23 through 400, and each of them, and their officers, directors, and managing agents, inclusive,
24 was and is vile, base, willful, malicious, fraudulent, oppressive, outrageous, and said Product
25 Defendants, and each of them, inclusive, demonstrated such an entire want of care as to
26 establish that their acts and omissions were the result of actual conscious indifference to the
27 rights, safety, and welfare of plaintiff HAZEL REIBEL and of workers exposed to asbestos
28

1 and asbestos products, such that, plaintiff, for the sake of example, and by way of punishing
2 said defendants, seek punitive damages according to proof.

3 **FOURTH CAUSE OF ACTION**

4 **PREMISES OWNER/CONTRACTOR LIABILITY**

5 **(Against All Premises Defendants and DOES 1 through 400)**

6 51. Plaintiff re-alleges and incorporates here by reference, as though fully set forth
7 at length herein, all of the allegations of paragraphs 1 through 49 above, inclusive.

8 52. Plaintiff HAZEL REIBEL entered, performed work and was otherwise on or
9 about the premises of DOES 1 through 400, and each of them, inclusive (hereafter "Premises
10 Defendants), including performing that which was to defendants' benefit and advantage and
11 at defendants' request and invitation. In so doing, plaintiff HAZEL REIBEL was exposed to
12 dangerous asbestos fibers.

13 53. At all times herein mentioned, the Premises Defendants, and each of them,
14 were the owners, lessors, operators, managers, general contractors, subcontractors or
15 otherwise controlled and maintained certain premises or portions thereof, on which asbestos
16 and asbestos-containing products were fabricated, constructed, manufactured, mixed,
17 processed, milled, crushed, dumped, piled, disposed of, installed, maintained, used, repaired,
18 replaced or otherwise disturbed (hereafter "use(d), handl(ed)(ing) or disturb(ed)(ance)") by
19 their own workers and/or by various contractors, so as to allow and cause and as a result,
20 dangerous airborne asbestos fibers were present on and about said premises while and/or
21 prior to the times plaintiff HAZEL REIBEL was present creating a hazardous condition upon
22 said premises.

23 54. At all times herein mentioned, the Premises Defendants, and each of them,
24 knew, or in the exercise of ordinary and reasonable care should have known, that the
25 contractors and/or subcontractors hired and/or retained were not competent, that the premises
26 in their control would be used as alleged without knowledge of, or inspection for, defects or
27 dangerous conditions and that the persons working on or using said premises would not be
28 aware of the aforesaid hazardous conditions on the premises to which they were exposed.

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1 55. At all times mentioned herein, the Premises Defendants, and each of them,
2 negligently failed to maintain, manage, inspect, survey, or control said premises, or to abate
3 or correct, or to warn plaintiff HAZEL REIBEL of the existence of the aforesaid dangerous
4 conditions and hazards on said premises.

5 56. At all times herein mentioned, the Premises Defendants, and each of them,
6 knew, negligently and carelessly used asbestos-containing products in construction and
7 renovation, hired contractors or subcontractors, created and/or approved building,
8 specifications, supervised or failed to supervise contractors and subcontractors, researched or
9 failed to research, tested or failed to test, warned or failed to warn, failed to recall or retrofit,
10 labeled or failed to label, failed to provide protection for, failed to provide a safe work place,
11 failed to provide adequate safety measures, devices and equipment, failed to provide
12 adequate ventilation, failed to provide adequate signs, used asbestos-containing products in
13 construction and renovation and failed to provide sufficient protection to plaintiff from
14 hazards of asbestos, the danger of which said defendants were aware.

15 57. At all times herein mentioned, the asbestos-containing products, including but
16 not limited to, asbestos-containing building materials and products to be used, handled
17 and/or disturbed on the premises of Premises Defendants, and each of them, caused personal
18 injuries to users, consumers, workers and others, including plaintiff HAZEL REIBEL, while
19 being used, removed and/or handled in a manner reasonably foreseeable, thereby rendering
20 these premises unsafe and dangerous to consumers, users, bystanders or workers exposed
21 thereto, including plaintiff HAZEL REIBEL.

22 58. At all times herein mentioned, the Premises Defendants, and each of them,
23 knew and could foresee that asbestos and asbestos-containing products used, handled and/or
24 disturbed on the said defendants' premises, and the asbestos dust, debris, fiber and
25 particulate released from the same, created an unreasonable risk of harm to persons entering
26 upon or present near or about the premises of said defendants.

27 59. At all times herein mentioned, the Premises Defendants, and each of them,
28 knew and could reasonably foresee, or in the exercise of ordinary care should have known,

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1 that said premises would be entered by persons, including plaintiff HAZEL REIBEL,
2 without knowledge of, or inspection for, defects or dangerous conditions and that said
3 persons would not be aware of the aforesaid unreasonable risk of harm.

4 60. At all times herein mentioned, the Premises Defendants, and each of them,
5 knew and reasonably could foresee, or in the exercise of ordinary care should have known,
6 that the asbestos dust, debris, fiber and particulate released into the ambient air on and about
7 the premises of said defendants generated from the same above-described use, handling
8 and/or disturbance of the asbestos and asbestos-containing products, including asbestos-
9 laden waste derived from the premises of said defendants, was dangerous and created an
10 unreasonable risk of harm to persons entering upon or being present near or about the
11 premises of said defendants.

12 61. At all times herein mentioned, the Premises Defendants, and each of them, had
13 a duty to disclose the presence of, and the dangers and hazards presented by and associated
14 with the asbestos-containing products and the asbestos fibers released and generated from the
15 same above-described use, handling and/or disturbance thereof on and about the premises of
16 said defendants.

17 62. At all times herein mentioned, the Premises Defendants, and each of them, had
18 a duty to disclose the presence of, and the dangers and hazards presented by and associated
19 with the asbestos dust, debris, fiber and particulate released into the ambient air on and about
20 the premises of said defendants, including asbestos-laden waste derived from the premises of
21 said defendants.

22 63. At all times herein mentioned, the Premises Defendants, and each of them, had
23 a duty to properly remove and/or abate said asbestos at these facilities before or during her
24 presence, but failed to do so. The unreasonably dangerous conditions at these facilities was
25 of such a nature and existed long enough so that it was, or reasonably should have been,
26 discovered and corrected by a premises owner using reasonable care.

27 64. At all times herein mentioned, plaintiff was continuously exposed to asbestos
28 and asbestos-containing dust while on or about the premises of the Premises Defendants

1 without the provision of appropriate safeguards by said defendants who had the duty
2 responsibility for such.

3 65. Despite the knowledge by the Premises Defendants, and each of them, of the
4 aforesaid risks of harm from asbestos and asbestos products generally, and from the asbestos
5 dust, debris, fiber and particulate in the ambient air on or about the premises of said
6 defendants generated from the same above-described use, handling and/or disturbance of
7 asbestos and asbestos-containing products on and about the premises of said defendants, said
8 Premises Defendants, and each of them, failed to disclose or warn persons foreseeably
9 exposed to asbestos, including plaintiff, of those asbestos hazards and dangers.

10 66. Plaintiff HAZEL REIBEL was unaware of the risk of harm created by the
11 aforesaid presence of asbestos products and materials on said premises of the Premises
12 Defendants, and each of them; and plaintiff was also unaware of the unreasonable risk of
13 harm created by the aforesaid dangerous asbestos dust, debris, fiber and particulate in the
14 ambient air on and about the premises of said defendants.

15 67. At all times herein mentioned, the Premises Defendants, and each of them,
16 retained control of the work and negligently failed to implement, and/or failed to have others
17 implement, proper safety precautions, and/or the use of proper work practices to guard
18 against those asbestos hazards on the premises of said defendants thereby creating an
19 unreasonable risk of harm to persons entering or being on, about or around said asbestos-
20 contaminated premises.

21 68. Despite said knowledge, defendants, including Premises Defendants, and each
22 of them, misrepresented that their premises were safe and free of defects, and/or failed to
23 disclose, and concealed, the presence of the asbestos dust, debris, fiber and particulate in the
24 ambient air on or about the premises of said defendants generated from the same above-
25 described use, handling and/or disturbance of asbestos and asbestos-containing products on
26 and about the premises of said defendants, including asbestos-laden waste derived from the
27 premises of said defendants, thereby creating an unreasonable risk of harm to persons
28 entering said premises and other exposed persons, including plaintiff.

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1 69. In reliance upon the foregoing acts, omissions and representations, plaintiff
2 HAZEL REIBEL entered and was present upon and/or performed work on said premises of
3 the Premises Defendants, and each of them, which was to defendants' benefit and advantage
4 and at defendants' request and invitation; whereupon there was dangerous asbestos dust,
5 debris, fiber and particulate in the ambient air as a result of the same above-described use,
6 handling and/or disturbance of asbestos and asbestos-containing products on and about the
7 premises of said defendants, including asbestos-laden waste derived from the premises of
8 said defendants. In so doing, plaintiff was exposed to dangerous asbestos fibers for which
9 Premises Defendants are liable.

10 70. At all times herein mentioned, despite the knowledge by the Premises
11 Defendants, and each of them, of the aforesaid risk of harm from asbestos and/or asbestos
12 products on or from its premises, said defendants retained control of the work and
13 negligently failed to implement, and/or failed to have others implement, proper safety
14 precautions, and/or the use of proper work practices to guard against those asbestos hazards
15 from the same above-described use, handling and/or disturbance of asbestos and/or asbestos
16 products on or from said defendants' premises creating an unreasonable risk of harm to
17 persons entering or being on, about or around said asbestos-contaminated premises.

18 71. At all times herein mentioned, the Premises Defendants, and each of them,
19 were aware and knew of the dangers associated with breathing asbestos containing dust, and
20 that users of asbestos and asbestos products, as well as persons entering or being on, about or
21 around the premises who would be exposed to asbestos and asbestos-containing products,
22 had no knowledge or information indicating that asbestos could cause injury, and said
23 Premises Defendants knew that the users of asbestos and asbestos-containing products, as
24 well as persons entering or being on, about or around the premises who were exposed to
25 asbestos and asbestos-containing products, would assume, and in fact did assume, that
26 exposure to asbestos and asbestos-containing products was safe, when in fact said exposure
27 was extremely hazardous to human life; and intended to instill a false security about the
28 safety of the premises.

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1 72. The Premises Defendants, and each of them, knew and failed to disclose that
2 plaintiff HAZEL REIBEL and anyone similarly situated, upon inhalation of asbestos would,
3 in time, have a substantial risk of developing irreversible conditions of pneumoconiosis,
4 asbestosis, mesothelioma and/or cancer, and knew and failed to disclose that inhalation of
5 asbestos would cause pathological effects without noticeable trauma to the public, including
6 buyers, users, and physicians such that physicians could not examine, diagnose and treat
7 those who were exposed to asbestos, including plaintiff.

8 73. Despite said Premises Defendants knowledge of the substantial risks associated
9 with exposure to asbestos, willfully and knowingly concealed and actively suppressed and
10 promoted the suppression from all consumers and persons entering or being on said
11 premises, including plaintiff HAZEL REIBEL, medical and scientific information
12 concerning the health hazards associated with inhalation of asbestos, including the
13 substantial risk of injury or death therefrom in conscious disregard of the rights, safety and
14 welfare of users, consumers, workers, persons working on around the premises or living with
15 persons entering or being on, about or around said asbestos-contaminated premises.

16 74. Rather than attempting to protect, or warn persons entering or being on, about
17 or around the premises, the high risk of injury or death resulting from exposure to asbestos
18 and asbestos-containing products, the Premises Defendants, and each of them, intentionally
19 failed to reveal their knowledge of said risk, fraudulently, consciously and actively concealed
20 and suppressed said knowledge from persons entering or being on, about or around the
21 premises that asbestos and asbestos products were unsafe for all reasonably foreseeable use,
22 with the knowledge of the falsity of said implied representations. Said defendants
23 propagated misinformation to instill a false sense of security and safety to instill in persons
24 entering or being on, about or around the premises a false sense of security about the safety
25 of the premises.

26 75. In so doing, the Premises Defendants, and each of them, did so with conscious
27 disregard for the safety of persons entering or being on, about or around the premises, in that
28 said defendants had specific prior knowledge that there was a high risk of injury or death

1 resulting from exposure to asbestos or asbestos-containing products being used on the
2 premises, including but not limited to mesothelioma. Said knowledge was obtained, in part,
3 from scientific studies, government data, and medical data to which said defendants had
4 access, as well as scientific studies performed by, at the request of, or with the assistance of,
5 said defendants, and which knowledge was obtained by said defendants on or before 1932,
6 and thereafter.

7 76. The above referenced conduct of said Premises Defendants, and each of them,
8 was motivated solely by the financial interest of said defendants and in pursuance of said
9 financial motivation, said defendants consciously disregarded the safety of the users of, and
10 persons exposed to, asbestos and asbestos-containing products, and were in fact, consciously
11 willing to permit asbestos and asbestos-containing products to cause injury to workers and
12 users thereof, and persons exposed thereto, including plaintiff.

13 77. With said knowledge, said Product Defendants, and each of them, opted to
14 manufacture, distribute and install said asbestos and asbestos-containing products.

15 78. Despite the knowledge by the Premises Defendants, and each of them, of the
16 aforesaid risk of harm from asbestos and/or asbestos products on or from its premises, and
17 without attempting to protect persons entering or being on, about or around the premises of
18 the high risk of injury or death resulting from exposure to asbestos the said defendants'
19 premises, the Premises Defendants, and each of them, negligently provided unsafe
20 equipment, products and materials, including, but not limited to, asbestos and asbestos-
21 containing products, to workers and others, including plaintiff HAZEL REIBEL, which
22 created a risk of harm to persons entering said premises and persons exposed to asbestos
23 dust, debris, fiber and particulate from the asbestos and asbestos-containing products used,
24 handled or disturbed as hereinabove described on the premises of Premises Defendants.

25 79. The unreasonably dangerous conditions at the premises of the Premises
26 Defendants was of such a nature and existed long enough so that it was, or reasonably should
27 have been, discovered and corrected by said defendants using reasonable care.

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1 80. As a consequence, exposed persons, including plaintiff, entered and performed
2 work in and on said premises which was to defendants' benefit and advantage and at
3 defendants' request and invitation. In so doing and as a consequence thereof, plaintiff was
4 exposed to dangerous quantities of asbestos dust, debris, fiber and particulate from the
5 premises of Premises Defendants.

6 81. Plaintiff was unaware of the risk of harm created by the aforesaid presence of
7 asbestos products and materials on said premises and negligent provision of equipment,
8 products and materials, including, but not limited to, asbestos and asbestos-containing
9 products.

10 82. The conduct of Premises Defendants, and each of them, were a substantial
11 factor and a legal cause of plaintiff HAZEL REIBEL's injuries and damages thereby
12 sustained by plaintiff, and that said defendants demonstrated such an entire want of care as to
13 establish that their acts and omissions were the result of actual conscious indifference to the
14 rights, safety, and welfare of plaintiff HAZEL REIBEL, and that such intentional acts and
15 omissions were substantial factors in causing her disease and injuries.

16 83. Plaintiff HAZEL REIBEL's injuries and disease were the result of intentional
17 acts and/or omissions, gross negligence and malice in the use of asbestos at the premises of
18 the Premises Defendants, and each of them, in that said defendants had a duty to properly
19 remove and/or abate said asbestos at these facilities before or during her presence, but failed
20 to do so.

21 84. As a direct and proximate result of the aforesaid conduct of said Premises
22 Defendants, and each of them, plaintiff HAZEL REIBEL suffered severe and permanent
23 injuries to her person, and plaintiff suffered damages as alleged above.

24 85. In particular, plaintiff would show that, as alleged here in this cause of action
25 and throughout this complaint, that such intentional, grossly wanton acts and omissions by
26 said Premises Defendants, and DOES 1 through 400, and each of them, and their officers,
27 directors, and managing agents, inclusive, were substantial factors in, and participated in,
28 authorized, expressly and impliedly ratified, and had full knowledge of or should have

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1 known, each of the acts set forth here causing her disease and injuries. As the above
2 referenced conduct complained of in this complaint of said Premises Defendants, and DOES
3 1 through 400, and each of them, and their officers, directors, and managing agents,
4 inclusive, was and is vile, base, willful, malicious, fraudulent, oppressive, outrageous, and
5 said Premises Defendants, and each of them, inclusive, demonstrated such an entire want of
6 care as to establish that their acts and omissions were the result of actual conscious
7 indifference to the rights, safety, and welfare of plaintiff HAZEL REIBEL and of workers
8 exposed to asbestos and asbestos products, such that, plaintiff, for the sake of example, and
9 by way of punishing said defendants, seek punitive damages according to proof.

10 WHEREFORE, plaintiff prays judgment against defendants, and DOES 1 through
11 400, and each of them, inclusive, as follows:

- 12 1. For general damages according to proof;
- 13 2. For special damages according to proof;
- 14 3. For medical and related expenses according to proof;
- 15 4. For loss of income, earning capacity, earning potential according to proof;
- 16 5. For exemplary or punitive damages according to proof;
- 17 6. For costs of suit herein;
- 18 7. For prejudgment interest on all damages as allowed by laws; and
- 19 8. For such other and further relief as the Court deems just and proper.

20 DATED: June 19, 2015.

WEITZ & LUXENBERG, P.C.

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22 BY: 
23 BENNO ASHRAFI
24 LEONARD SANDOVAL
25 Attorneys for Plaintiff
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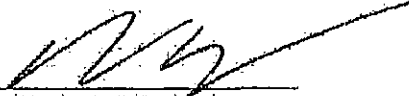
DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues.

DATED: June 19, 2015.

WEITZ & LUXENBERG, P.C.

BY:



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