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4 IN THE CIRCUIT COURT OF THE STATE OF OREGON
5 FOR THE COUNTY OF MULTNOMAH
6

7 MICHAEL FISHER,

8 Plaintiff,

9 vs.

10 A.W. CHESTERTON CO., a Massachusetts
11 corporation; CH MURPHY/CLARK-ULLMAN,
12 INCORPORATED, an Oregon corporation,
13 individually and as successor-in-interest to CH
14 Murphy, and as successor-in-interest to Clark-
15 Ullman, Inc.; FRASER'S BOILER SERVICE, INC.,
16 a Washington corporation, individually and as
17 successor in interest to Fraser Boiler Works;
18 GENERAL ELECTRIC CO., a Connecticut
19 corporation; GEORGIA-PACIFIC CORPORATION,
20 individually and as successor-in-interest to Bestwall
21 Gypsum Co., a Georgia corporation; GOULDS
22 PUMPS (IPG), INC., individually and as successor in
23 interest to Gould's Pumps, Inc., a Delaware
24 corporation; INGERSOLL-RAND COMPANY, a
25 New Jersey corporation; MAR-DUSTRIAL SALES,
26 INC., an Oregon corporation; METROPOLITAN
LIFE INSURANCE COMPANY, a New York
corporation; KAISER GYPSUM COMPANY, INC.,
a Washington corporation; METALCLAD
INSULATION CORPORATION, a California
corporation, individually, and as successor-in-interest
to Pacific Asbestos, Inc.; PARAMOUNT SUPPLY
CO., an Oregon corporation; VIACOM, INC., a
Delaware corporation, as successor-by-merger to
CBS Corporation formerly known as Westinghouse
Electric Corporation; WARREN PUMPS, LLC.,
successor in interest to Warren Pumps, Inc., Quimby
Pump Co. and Warren Steam Pumps Co., a
Massachusetts corporation,

Defendants.

Case No.

**COMPLAINT- PERSONAL INJURY
Civil Action for Strict Liability and
Common Law Negligence**

**Not Subject To Mandatory
Arbitration**

Jury Trial Requested

**Prayer Amount: \$375,000.00
Oregon Laws 2011, Ch. 595, Sec.
15(1)(d)**

1 Plaintiff alleges that at all material times:

2
3 **FIRST CLAIM FOR RELIEF**
4 **(Strict Liability)**

5 1.

6 Plaintiff first discovered he has asbestosis within two years of the filing of this action.

7 2.

8 Plaintiff was exposed to asbestos in his employment as an engineer in Portland shipyards
9 and in various Pacific Northwest industrial centers such as paper mills, aluminum mills, nuclear
10 facilities, power generation plants, and foundries. Plaintiff incorporates all product and site
11 identification set forth in Exhibits A, B and C. The ships Plaintiff worked upon are set forth in
12 Exhibit B. Plaintiff also performed home repair work where he was exposed to asbestos as set
13 forth in Exhibit C. Plaintiff reserves the right to revise Exhibits A, B and C based on discovery.

14 3.

15 At all material times:

- 16 (a) A.W. Chesterton Company was and is a Massachusetts corporation engaged in the
17 manufacturing, distribution and sale of asbestos-containing gaskets;
- 18 (b) CH Murphy/Clark-Ullman, Inc., was and is an Oregon corporation, and successor-in-
19 interest to CH Murphy, and successor-in-interest to Clark-Ullman, Inc., engaged in the
20 sale and/or distribution of asbestos-containing refractory products used for the service,
21 repair, and/or installation of boilers and/or furnaces;
- 22 (c) Fraser's Boiler Service, Inc., individually and as successor-in-interest to Fraser Boiler
23 Works, was and is a Washington corporation engaged in the sale and/or distribution of
24 asbestos-containing refractory products used for the service, repair, and/or installation of
25 boilers and/or furnaces;
- 26 (d) General Electric Co., was and is a Connecticut corporation engaged in the manufacture,
sale, and/or distribution of asbestos-containing products including, but not limited to

1 generators, insulation, gaskets, packing, wire, engines, motors, turbines and related
2 component parts;

3 (e) Georgia Pacific Corporation, individually and as successor in interest to Bestwall Gypsum
4 Co., was and is a Georgia corporation engaged in the manufacture, sale, and distribution
5 of asbestos containing materials, including but not limited to asbestos mud, tape, mastics
6 of and adhesives

7 (f) Goulds Pumps (IPG), Inc., was and is a Delaware corporation engaged in the
8 manufacturing, distribution and sale of asbestos-containing pumps, gaskets, packing and
9 other sealing products;

10 (g) Ingersoll-Rand Company was and is a New Jersey corporation engaged in the
11 manufacture, sale, and/or distribution of asbestos-containing compressors, pumps, gaskets,
12 packing and other sealing products;

13 (h) Kaiser Gypsum was and is a Washington corporation engaged in the manufacture, sale,
14 and distribution of asbestos-containing joint compound and drywall products;

15 (i) Metropolitan Life Insurance Company was a New York corporation engaged in the
16 business of providing a variety of insurance products, including life insurance, casualty
17 and liability insurance, and workers' compensation insurance to a variety of customers,
18 including corporations engaged in the manufacture, distribution, and sale of asbestos and
19 asbestos-containing products;

20 (j) Mar-Dustrial Sales, Inc., was and is an Oregon corporation engaged in the supply of
21 asbestos-containing materials, including but not limited to gaskets and packing;

22 (k) Metalclad Insulation Corporation, individually and as a successor-in-interest to Pacific
23 Asbestos, was and is a California corporation and was engaged in the manufacturing,
24 distribution and sale of asbestos-containing materials;

- 1 (l) Paramount Supply Co., was and is an Oregon corporation registered to do business in the
2 state of Oregon, engaged in the sale and distribution of asbestos-containing gaskets, pipe
3 and other products;
- 4 (m) Viacom, Incorporated, as successor-by-merger to CBS Corporation (formerly known as
5 Westinghouse Electric Corporation), was and is a Delaware corporation registered to do
6 business in the state of Oregon which engaged in the manufacture, sale, and/or distribution
7 of asbestos-containing products including, but not limited to generators, insulation,
8 gaskets, packing, wire, engines, motors, turbines and related component parts;
- 9 (n) Wanke Panel Company, individually and as successor in interest to Wanke Cascade, was
10 and is an Oregon corporation engaged in the manufacture, sale, and/or distribution of
11 asbestos-containing products including, but not limited to flooring and paneling;
- 12 (o) Warren Pumps, LLC, individually and as successor in interest to Warren Pumps, LLC,
13 Quimby Pump Co., and Warren Steam Pumps Co., was and is a Massachusetts
14 corporation which engaged in the manufacture, sale, and/or distribution of asbestos-
15 containing products including, but not limited to, air compressors, pumps, gaskets and
16 packing.

17 4.

18 At all material times, some of the Defendants regularly engaged in the business of
19 manufacturing, marketing, selling, distributing, applying, installing, and/or rebranding asbestos-
20 containing materials and products. Some of the defendants required the use of asbestos-
21 containing materials for repair, maintenance and/or installation of their products at locations
22 where the Plaintiff was present. One or more of the Defendants engaged in the mining and sale
23 of asbestos fiber.

24 5.

25 At all times relevant to this action, the Defendants conducted regular, sustained and not
26 isolated business activity in the State of Oregon.

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6.

Defendants' asbestos-containing products and materials released respirable asbestos fibers capable of causing asbestosis if inhaled by individuals, including the Plaintiff.

7.

The asbestos or asbestos-containing products of the Defendant suppliers, manufacturers or distributors were unreasonably dangerous and defective in that:

- (a) The Defendants did not provide sufficient warnings and/or instructions of the harm caused by exposure to the Defendants' asbestos-containing products;
- (b) The asbestos-containing products of the Defendants were capable of causing asbestosis if inhaled by individuals, including the Plaintiff, in their work places, including those set forth above.
- (c) Individual workers, including the Plaintiff, were not warned to utilize proper respiratory protection to protect them from airborne asbestos fibers within their working environment.

8.

As a result of the Plaintiff's exposure to the unreasonably dangerous and defective asbestos-containing products of Defendants, as set forth above, Plaintiff contracted asbestosis, from which Plaintiff suffered pain, discomfort, fear, and interference with his daily activities and enjoyment of life, and endured mental and emotional pain and suffering, all to the Plaintiff's non-economic damages in an amount to be determined fair by a jury, not to exceed \$350,000.

9.

As a result of the Plaintiff's exposure to the unreasonably dangerous and defective asbestos-containing products of Defendants, as set forth above, Plaintiff contracted asbestosis, and incurred doctor, hospital and medical expenses resulting in economic damages in an amount currently unknown so pled as \$25,000.00.

1 **SECOND CLAIM FOR RELIEF**
2 **(Negligence)**

3 10.

4 Plaintiff re-alleges paragraphs 1 through 9.

5 11.

6 Defendants were negligent generally and in one or more of the following particulars:

- 7 (a) The Defendants did not provide sufficient warnings and/or instructions of the harm
8 caused by exposure to the Defendant's asbestos-containing products when the
9 Defendants, prior to the period of the Plaintiff's exposure to asbestos and asbestos-
10 containing products, possessed information concerning the adverse effects and disease-
11 producing capabilities of those products;
- 12 (b) The Defendants failed to withdraw asbestos-containing products from the market prior
13 to the Plaintiff's exposure, when the Defendants possessed information concerning the
14 adverse effects and disease-producing capabilities of those products;
- 15 (c) The Defendants failed to determine the level of airborne asbestos fibers emitted by their
16 products when the products were being used by the end user;
- 17 (d) The Defendants failed to conduct tests to determine the amount of asbestos to which
18 the Plaintiff, or similarly situated workers, would be exposed, when engaging in the use
19 of the products; and
- 20 (e) The Defendants failed to warn individual workers, including the Plaintiff, regarding the
21 hazards associated with the use of the product.

22 12.

23 As a result of the Defendants' negligence, as set forth above, Plaintiff was exposed to
24 airborne asbestos fibers, which caused him to contract asbestosis, from which Plaintiff suffered
25 pain, discomfort, fear, and interference with his daily activities and enjoyment of life, and
26 endured mental and emotional pain and suffering, all to the Plaintiff's non-economic damages in
an amount to be determined fair by a jury, not to exceed \$350,000.00.

1
2 13.

3 As a result of the Defendants' negligence, Plaintiff was exposed to airborne asbestos
4 fibers, as set forth above, and Plaintiff contracted asbestosis, and incurred doctor, hospital and
5 medical expenses resulting in economic damages in an amount currently unknown and so pled in
6 the amount of \$25,000.00.

7 **WHEREFORE**, Plaintiff prays for judgment as follows:

8 **First Claim for Relief (Strict Liability):**

- 9 1. Non-economic damages in the amount of \$350,000.00.
10 2. Economic damages in the amount of \$25,000.00.
11 3. Plaintiff's costs and disbursements incurred herein.
12 4. Any other costs this court deems equitable.

13 **Second Claim for Relief (Negligence):**

- 14 1. Non-economic damages in the amount of \$350,000.00.
15 2. Economic damages in the amount of \$25,000.00.
16 3. Plaintiff's costs and disbursements incurred herein.
17 4. Any other costs this court deems equitable.

18 **DATED:** January 14, 2013.

19 LAW OFFICES OF DEVIN ROBINSON, P.C.

20 _____
21 Devin N. Robinson, OSB No. 064879
22 *Of Attorneys for Plaintiff*

23 Plaintiff demands a jury trial.

24 LAW OFFICES OF DEVIN ROBINSON, P.C.

25 _____
26 Devin N. Robinson, OSB No. 064879
Of Attorneys for Plaintiff