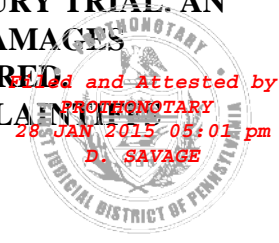


**LOCKS LAW FIRM
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**THIS IS A MAJOR JURY TRIAL. AN
ASSESSMENT OF DAMAGES
HEARING IS REQUIRED.
ATTORNEYS FOR PLAINTIFFS**



**MICHAEL BUTTS and APRIL BUTTS, h/w
7 Lown Court
Poughkeepsie, NY 12603**

Plaintiffs,

vs.

**UNITED STATES STEEL CORPORATION
600 Grant Street, Room 1500
Pittsburgh, PA 15219-2800**

**RADIATOR SPECIALTY COMPANY
1900 Wilkinson Boulevard
Charlotte, NC 28208**

**THE PEP BOYS – MANNY, MOE & JACK
32nd & Allegheny
Philadelphia, PA 19132**

**CRC INDUSTRIES, INC.
885 Louis Drive
Warminster, PA 18974**

**SUNOCO, INC. (R&M) f/k/a Sun Company, Inc.:
and f/k/a/ Sun Oil Company, Inc.
1735 Market Street, Suite LL
Philadelphia, PA 19103**

**THE BLASTER CORPORATION
8500 Sweet Valley Drive
Valley View, OH 044125**

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY**

JURY TRIAL DEMANDED

JANUARY TERM, 2015

NO:

3M COMPANY :
3M Corp. Headquarters, 3M Ctr. :
St. Paul, MN 55144 :
:

HENKEL CORPORATION Individually and :
As Successor-in-Interest to Loctite Corporation :
And Henkel Loctite Corporation :
2730 Gateway Oaks Dr., Suite 100 :
Sacramento, CA 95833 :
:

LOCTITE CORPORATION n/k/a Henkel :
Corporation :
2730 Gateway Oaks Dr., Suite 100 :
Sacramento, CA 95833 :
:

ILLINOIS TOOL WORKS, INC., d/b/a :
PERMATEX and d/b/a GUMOUT and d/b/a :
LPS LABORATORIES and d/b/a WYNN'S :
3600 West Lake Avenue :
Glenview, IL 60026 :
:

GENUINE PARTS COMPANY d/b/a NAPA :
2999 Circle 75 Pkwy. :
Atlanta, GA 30339 :
:

BERRYMAN PRODUCTS, INC. :
3800 E. Randolph Mill Road :
Arlington, TX 76011 :
:

SAFETY-KLEEN SYSTEMS, INC. :
5360 Legacy Drive :
Building 2, Suite 100 :
Plano, TX 75024 :
:

SAFETY-KLEEN CORPORATION :
Individually and d/b/a Safety-Kleen Systems, Inc.: :
5360 Legacy Drive :
Building 2, Suite 100 :
Plano, TX 75024 :
:

TECHNICAL CHEMICAL COMPANY :
3327 Pipeline Road :
Cleburne, TX 76033 :
: :
EXXONMOBIL CORPORATION :
5959 Las Colinas Boulevard :
Irving, TX 75039 :
: :
CHEVRON USA, INC., Individually and as :
Successor-in-Interest to Gulf Oil Company :
575 Market Street :
San Francisco, CA 94105 :
: :
BP PRODUCTS NORTH AMERICA, INC., :
Individually and as Successor-in-Interest to :
Amoco Oil Company and Amoco Corporation :
4101 Winfield Road :
Warrenville, IL 60555 :
: :
ASHLAND, INC. :
50 E. Rivercenter Boulevard :
Covington, KY 41012 :
: :
UNION OIL COMPANY OF CALIFORNIA :
b/d/a Unocal :
PO Box 6028 :
San Ramon, CA 94583 :
: :
KENDALL REFINING COMPANY :
77 North Kendall Ave :
Bradford, PA 16701 :
: :
WITCO DISTRIBUTION, INC. :
c/o Corporate Agents, Inc. :
2711 Centerville Road, Suite 400 :
Wilmington, DE 19808 :
: :
BAR'S PRODUCTS, INC. :
P.O. Box 187 :
Holly, MI 48442 :
: :
TURTLE WAX, INC., Individually and as :
Successor-in-Interest to Marvel Oil Company :

P.O. Box 247 :
Westmont, IL 60559 :
 :
SEA FOAM SALES COMPANY :
10410 Bren Road E #3000 :
Mtka, MN 55343 :
 :
AUTOZONE STORES, INC. :
Department 8080 :
P.O. Box 2198 :
Memphis, TN 38101 :
 :
ADVANCED AUTO PARTS, INC. :
5008 Airport Road :
Roanoke, VA 24012 :
 :
BRIDGE PRODUCTS, INC. d/b/a :
Camel Tire Care Co. :
The Corporation Trust Center :
1209 Orange Street :
Wilmington, DE 19801 :
 :
QUANTUM CHEMICAL CORP. :
1221 McKinney Street, Suite 700 :
Houston, TX 77010 :
 :
MILLENNIUM PETROCHEMICALS INC. :
f/k/a National Distillers and Chemical :
The Corporation Trust Company :
Corporation Trust Center :
1209 Orange Street :
Wilmington, DE 19801 :
 :
H.B. EGAN MANUFACTURING CO. :
2511 Liberty Bank Bldg :
Oklahoma City, OK 73120 :
 :
LUCAS OIL :
302 N. Sheridan Street :
Corona, CA 92880 :
 :
H.B. FULLER COMPANY :
59 Brunswick Avenue :

Edison, NJ 08817

Defendants.

:
:

CIVIL ACTION COMPLAINT

NOTICE TO PLEAD
CODE 2T

You have been sued in this Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance, personally, or by an attorney, and filing in writing with the Court your defense objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you, and a judgment may be entered against you by the Court without further notice for any money claims in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
Lawyer Referral and Information Service
One Reading Center
Philadelphia, PA 19107
(215) 238-1701

Le han demandado a usted en la corte. Si desea defenderse Contra las quejas presentadas es absolutamente necesario que usted responda dentro de 20 días despues de ser servideo Con esta demanda y aviso. Para defenderse, es necesario que used, o su abogado, registre con la corte en forma escrita, el punto de vista de usted y cualquier objeccion contra las quejas en esta demanda.

Recuerde: Si usted no reponde a esta demanda, se puede proseguir con el proceso sin su participacion. Entonces, la corte puede, sin notificarlo, decidir a favor del demandante y requerira que usted cumpla con todas las provisiones de esta demanda. Por razon De esa decision, es posible que Usted pueda perder dinero, propiedad o estros derechos importantes.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENET. SI NO TIENE ABOGADO O SI NOTIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PAPA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE LICENCIADOS DE FILADELFIA
Servicio De Referencia e Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-1701

LOCKS LAW FIRM

THIS IS A MAJOR JURY TRIAL. AN

ANDREW J. DUPONT, ESQUIRE
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PHILADELPHIA, PA 19106
adupont@lockslaw.com
(215) 893-0100

ASSESSMENT OF DAMAGES
HEARING IS REQUIRED.
ATTORNEYS FOR PLAINTIFFS

| | | |
|---|---|------------------------------|
| MICHAEL BUTTS and APRIL BUTTS, h/w | : | COURT OF COMMON PLEAS |
| 7 Lown Court | : | PHILADELPHIA COUNTY |
| Poughkeepsie, NY | : | |
| | : | JURY TRIAL DEMANDED |
| Plaintiffs, | : | |
| | : | JANUARY TERM, 2015 |
| vs. | : | |
| | : | NO: |
| UNITED STATES STEEL CORPORATION, | : | |
| et al. | : | |
| | : | |
| Defendants. | : | |

FIRST AMENDED CIVIL ACTION COMPLAINT

CODE 2T

JURISDICTION AND VENUE

1. Jurisdiction is conferred upon this Court pursuant to 42 Pa.C.S. §5301, since every Defendant continuously and systematically conducts and/or transacts a part of its general business within the Commonwealth of Pennsylvania and the County of Philadelphia, and/or is incorporated under or qualified as a foreign corporation under the laws of this Commonwealth.

2. Venue in this Court is proper pursuant to Pa.R.C.P. 1006 and Pa.R.C.P. 2179, since every Defendant regularly conducts business within the County of Philadelphia, and transactions and occurrences out of which the cause of action arose occurred in Philadelphia County. Venue is also

proper, in addition to other reasons averred herein, because THE PEP BOYS – MANNY, MOE AND JACK maintains its headquarters in the City and County of Philadelphia, and SUNOCO, INC. (R&M) maintains its corporate headquarters within the City and County of Philadelphia and operates two refineries within the City and County of Philadelphia, where, upon information and belief, gasoline and solvents used in co-Defendants’ products are and were refined.

FACTS COMMON TO ALL COUNTS

3. Michael Butts (“Plaintiff”) resides at the above stated address. April Butts (“Spouse Plaintiff”), is and at times material hereto was the wife of Michael Butts, and resides at the above stated address.

4. At all times material hereto, Plaintiff was employed for the following employers (hereinafter “employer”) during the corresponding approximate dates, whereat he was exposed to benzene-containing products:

| | |
|--|-------------|
| Wigstens Dairy Farm | 1965 – 1968 |
| Vans Lawn Mower Shop | 1965 – 1968 |
| Lockwood Automotive | 1971 – 1975 |
| Gerald Sergeant Excavation | 1978 – 1980 |
| Stortini Plumbing and Heating | 1980 – 1982 |
| Various Employers through the Local 201 Plumbers and Steamfitters Union | 1982 – 2014 |

Plaintiff also sustained non-occupational exposures to benzene-containing products from approximately 1965 - 2013.

5. As a condition of his employment, and in certain non-occupational activities, Plaintiff

worked directly and indirectly with and was directly and indirectly exposed to, on a daily or almost daily basis, various benzene-containing products, including but not limited to, penetrating solvents, solvents, adhesives and degreasers (hereinafter or “benzene-containing products”) which products and/or their ingredients, were manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce by the Defendants.

6. Plaintiff was exposed to the Defendants’ benzene-containing products, and to the vapors, aerosols, mists and fogs from said products, by means of inhalation and dermal absorption (from direct dermal contact with said products, dermal contact with clothes contaminated by said products and/or dermal contact with benzene vapors in the air.).

7. As a direct and proximate result of his exposure to the Defendants’ benzene-containing products and the Defendants’ wrongful conduct, Plaintiff contracted Acute Myelogenous Leukemia, (hereinafter “AML”) with which he was diagnosed on or after January 16, 2014. Plaintiff has suffered multiple symptoms and side effects of his AML and medical treatments necessitated by the AML.

DEFENDANTS

8. At all times material hereto, Defendants acted through their agents, ostensible agents, servants or employees, who were acting within the scope of their employment on the business of the Defendants. The Defendants’ agents and ostensible agents included their employees and other persons and entities, since the Defendants are all corporations that must act through their employees and others that the Plaintiffs are not able to identify by name without conducting discovery.

9. The Defendants are all corporations, companies or other business entities which,

during all times material hereto and for a time prior thereto, manufactured, produced, processed, compounded, converted, sold, distributed, marketed and/or otherwise placed into the stream of commerce, benzene-containing products and/or raw material ingredients used in benzene-containing products, all of which were used by and around Plaintiff and Plaintiff's employers, or are the successors to and/or otherwise liable for companies which engaged in said conduct.

10. The Defendants are:

- a) SUNOCO, INC. (R&M) f/k/a Sun Company, Inc. and Sun Oil Company, Inc. (hereinafter "Sunoco" or "Defendant") upon information and belief, is a Pennsylvania corporation, with a principal place of business at the above address in the City and County of Philadelphia, and which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the City and County of Philadelphia. Sunoco's corporate headquarters are located in the City and County of Philadelphia. Sunoco owns and operates no less than two refineries (the Girard Point Refinery and the Point Breeze Refinery) in the County of Philadelphia, where gasoline, benzene and benzene-containing solvent products are refined, including, upon information and belief, solvents as ingredients in co-Defendants' products, to which the Plaintiff was exposed and which directly and proximately caused his AML. Sunoco tests products, including gasoline, benzene and benzene-containing solvents, in the City and County of Philadelphia. Sunoco writes warnings and instructions for products, including gasoline, benzene and benzene-containing solvents, in Philadelphia. Sunoco maintains documents

and electronic information on the chemical properties and health hazards of gasoline, benzene and benzene-containing solvents in Philadelphia. Sunoco employees with knowledge of the above facts work in Philadelphia.

Upon information and belief, Sunoco has assumed certain liabilities for the Liquid Wrench product and/or ingredients thereof, including Raffinate, through its acquisition of Aristech Chemical Company. On October 14, 1986, USX Corporation formed Aristech Chemical Company as a wholly owned subsidiary. On December 4, 1986, USX Corporation transferred all of its assets and liabilities of the USS Chemicals Division to Aristech Chemical Company. On or about November 9, 2000, Sunoco, Inc. (R&M) acquired the stock, assets and liabilities of Aristech Chemical Company, including liabilities for USS Chemicals Division that existed prior to December 4, 1986. Additionally, upon information and belief, Sunoco manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products to which the Plaintiff was exposed, including but not limited to benzene-containing solvents which were used as ingredients in co-Defendants' benzene-containing products.

Upon information and belief, Sunoco supplied benzene containing Toluol and Xylol which were used in the co-Defendant, CRC Industries, Inc.'s products, as well as other benzene containing solvents to the co-Defendants for use as ingredients in their benzene containing products, to which the Plaintiff was

exposed and which directly and proximately caused his AML.

- b) UNITED STATES STEEL CORPORATION (hereinafter “US Steel” or “Defendant”) is believed to be a Delaware corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. US Steel manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene and benzene-containing solvents used as ingredients in co-defendants’ products including but not limited to raffinate in Liquid Wrench, to which the Plaintiff was exposed and which directly and proximately caused his AML.
- c) THE PEP-BOYS MANNY, MOE AND JACK (hereinafter “Pep-Boys” or “Defendant”) upon information and belief is a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and which maintains its principal place of business in Philadelphia at the above state address. Pep-Boys marketed, sold and distributed benzene-containing products, including but not limited to CRC Brakleen, CRC Brakleen Non-Chlorinated, CRC carburetor cleaners, Permatex products, Johnsen’s brake cleaners, Blaster products and carburetor cleaners to which the Plaintiff was exposed and which directly and proximately caused his AML.
- d) CRC INDUSTRIES, INC. (hereinafter “CRC Industries” or “Defendant”)

upon information and belief is a Pennsylvania corporation or other business entity having its principal place of business at the above-stated address, and which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the City and County of Philadelphia. Defendant CRC Industries manufactured, produced, processed, compounded, converted, sold, marketed, distributed, supplied, re-labeled and/or otherwise placed into the stream of commerce products containing benzene, as a known ingredient and/or as a contaminant and/or component of which it knew or should have known. Plaintiff was directly and/or indirectly exposed, in the manner described herein, to this Defendant's benzene containing products, including but not limited to Brakleen and Non-Chlorinated Brakleen products, carburetor cleaner products and brake cleaner and carburetor cleaner products sold under co-Defendants' labels, to which the Plaintiff was exposed and which directly and proximately caused his AML.

- e) THE BLASTER CORPORATION (hereinafter "BLASTER" or "Defendant") is believed to be an Ohio corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, Blaster manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products,

including but not limited to Blaster products such as Blaster Air Tool Conditioner and P'Blaster, to which the Plaintiff was exposed and which directly and proximately caused his AML.

f) Defendant, 3M COMPANY (hereinafter "3M" or "Defendant"), is believed to be a Delaware corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, 3M manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to 3M Gasket Sealer, 3M Surface Cleaner, 3M adhesives, 3M adhesive cleaners and 3M Weatherstrip Adhesives, to which the Plaintiff was exposed and which directly and proximately caused his AML.

g) HENKEL CORPORATION Individually and as Successor- in- Interest to Loctite Corporation and Henkel Loctite Corporation (hereinafter "Henkel" or "Defendant") and is believed to be a corporation organized and existing under the laws of the State of Delaware having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Henkel manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled,

supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Permatex gasket adhesives, solvents, Loctite Spray-a-Gasket, Loctite thread locker, to which the Plaintiff was exposed and which directly and proximately caused his AML.

h) LOCTITE CORPORATION n/k/a Henkel Corporation, (hereinafter “Loctite” or “Defendant”) it is believed to be a corporation organized and existing under the laws of the State of Delaware having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Loctite manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Permatex gasket adhesives, solvents, Loctite Spray-a-Gasket, Loctite thread locker, to which the Plaintiff was exposed and which directly and proximately caused his AML.

i) Defendant, ILLINOIS TOOL WORKS, INC., d/b/a PERMATEX and d/b/a GUMOUT and d/b/a LPS LABORATORIES and WYNN’S d/b/a (hereinafter “ITW” or “Defendant”), is believed to be an Illinois corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, ITW manufactured, refined, designed, produced, processed,

compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Permatex, Gumout, LPS and Wynn's branded products such as Permatex Form-A-Gasket, Permatex Spray a Gasket, Gumout Carb/Fuel Injector Cleaner, Gumout Brake Cleaner, Gumout Carb & Choke Cleaner, Wynn's Brake Cleaner, and Wynn's Carb Cleaner, to which the Plaintiff was exposed and which directly and proximately caused his AML.

j) GENUINE PARTS COMPANY d/b/a NAPA (hereinafter "GP" or "Defendant") is believed to be a Georgia corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, Defendant manufactured, distributed, marketed, supplied, and sold benzene-containing products purchased by the plaintiff and/or his employers and used in the course of his employment which included all of the following: Brakleen, Non-Chlorinated Brakleen, CRC carburetor cleaner products; NAPA branded carburetor cleaner and brake cleaner products; 3M Weatherstrip Adhesive; Chemtool B-12 Carburetor Cleaner and Brake Cleaner, to which the Plaintiff was exposed and which directly and proximately caused his AML.

k) BERRYMAN PRODUCTS, INC. (hereinafter "Berryman" or "Defendant") is

believed to be a Texas corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, Berryman Products, Inc. manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Berryman Chemtool B-12 Carburetor Cleaner, carburetor cleaners and brake cleaners, to which the Plaintiff was exposed and which directly and proximately caused his AML.

l) Defendant, SAFETY-KLEEN SYSTEMS, INC. (hereinafter “Safety-Kleen” or “Defendant”), is believed to be a Wisconsin corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, Safety-Kleen manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Safety-Kleen parts-washing machines and parts-washing solvents, to which the Plaintiff was exposed and which directly and proximately caused his AML.

m) SAFETY-KLEEN CORPORATION, individually and d/b/a Safety-Kleen

Systems. Inc. (hereinafter “Safety-Kleen Corp.” or “Defendant”), is believed to be a Delaware corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Safety-Kleen Corp. parts-washing machines and parts-washing solvents, to which the Plaintiff was exposed and which directly and proximately caused his AML.

n) Defendant, TECHNICAL CHEMICAL COMPANY (hereinafter “Technical” or “Defendant”), is believed to be a Texas corporation or other business entity having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant, Technical manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Johnsen’s carburetor cleaners and brake cleaners, to which the Plaintiff was exposed and which directly and proximately caused his AML.

o) Defendant, RADIATOR SPECIALTY COMPANY (hereinafter “Radiator

Specialty Co.” or “Defendant”) is believed to be a North Carolina corporation with a principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant Radiator Specialty Co. manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing printing products, including but not limited to Liquid Wrench, to which the Plaintiff was exposed and which directly and proximately caused his AML..

p) Defendant, EXXON MOBIL CORPORATION (hereinafter “ExxonMobil” or “Defendant”), is believed to be a New Jersey corporation with a principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant ExxonMobil manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing printing products, including ExxonMobil gasoline and benzene-containing solvents used to co-Defendants’ products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

q) CHEVRON USA, INC., Individually and as Successor- in-Interest to Gulf

Oil Company (hereinafter “Chevron” or “Defendant”) it is believed to be a corporation organized and existing under the laws of the State of Delaware having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Gulf Oil Company manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Gulf Oil gasoline, and Gulf and Chevron solvents used in co-Defendants’ benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

- r) BP PRODUCTS NORTH AMERICA, INC., Individually and as Successor-in- Interest to Amoco Oil Company and Amoco Corporation (hereinafter “BP” or “Defendant”) it is believed to be a corporation organized and existing under the laws of the State of Illinois having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. BP manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including but not limited to Amoco gasoline

and solvents used in co-Defendants' benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

s) ASHLAND, INC. (hereinafter "Ashland" or "Defendant"), is believed to be a Kentucky corporation with a principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant Ashland manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including benzene-containing ingredients used in Safety-Kleen parts-washing machines and parts-washing solvents and Chemtool B-12 Carburetor Cleaner and Brake Cleaner, to which the Plaintiff was exposed and which directly and proximately caused his AML.

t) UNION OIL COMPANY OF CALIFORNIA d/b/a/ Unocal (hereinafter "UNION OIL" or "Defendant") it is believed to be a corporation organized and existing under the laws of the State of California having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. BP manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of

commerce benzene-containing products, including benzene-containing ingredients used in Safety-Kleen parts-washing machines and parts-washing solvents and Chemtool B-12 Carburetor Cleaner and Brake Cleaner, to which the Plaintiff was exposed and which directly and proximately caused his AML.

u) Defendant, KENDALL REFINING COMPAMNY (hereinafter “Kendall” or “Defendant”), is believed to be a Pennsylvania corporation with a principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Defendant Kendall manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including benzene-containing ingredients used in Safety-Kleen parts-washing machines and parts-washing solvents, to which the Plaintiff was exposed and which directly and proximately caused his AML.

v) WITCO DISTRIBUTION, INC. (hereinafter “Witco” or “Defendant”) it is believed to be a corporation organized and existing under the laws of the State of Delaware having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Witco manufactured, refined, designed, produced, processed,

compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, including benzene-containing ingredients used in Safety-Kleen parts-washing machines and parts-washing solvents, to which the Plaintiff was exposed and which directly and proximately caused his AML.

w) BAR'S PRODUCTS, INC. (hereinafter "Bar's Products" or "Defendant") is believed to be a corporation organized and existing under the laws of the State of Michigan having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Bar's Products manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products , to which the Plaintiff was exposed and which directly and proximately caused his AML.

x) TURTLE WAX, INC., Individually and as Successor- in- Interest to Amoco Oil Company and Amoco Corporation (hereinafter "Turtle Wax" or "Defendant") it is believed to be a corporation organized and existing under the laws of the State of Illinois having its principal place of business at the above-stated address, which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Turtle Wax manufactured, refined, designed, produced,

processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

y) SEA FOAM SALES COMPANY (hereinafter “Sea Foam” or “Defendant”)

is believed to be a corporation organized and existing under the laws of the State of Minnesota having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Sea Foam manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products , to which the Plaintiff was exposed and which directly and proximately caused his AML.

z) AUTOZONE STORES, INC. (hereinafter “Autozone” or “Defendant”) is

believed to be a corporation organized and existing under the laws of the State of Nevada having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Autozone manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce

benzene-containing products , to which the Plaintiff was exposed and which directly and proximately caused his AML.

aa) ADVANCED AUTO PARTS, INC. (hereinafter “Advanced Auto Parts” or “Defendant”) is believed to be a corporation organized and existing under the laws of the State of Delaware having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Advanced Auto Parts manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

bb) BRIDGE PRODUCTS, INC. d/b/a/ Camel Tire Care Co. (hereinafter “Bridge Products” or “Defendant”) is believed to be a corporation organized and existing under the laws of the State of Delaware having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Bridge Products manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

cc) QUANTUM CHEMICAL CORPORATION (hereinafter “Quantum” or “Defendant”) is believed to be a corporation organized and existing under the laws of the State of Virginia having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Quantum manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

dd) MILLENNIUM PETROCHEMICALS, INC. f/k/a National Distillers and Chemical (hereinafter “Millennium” or “Defendant”) is believed to be a corporation organized and existing under the laws of the State of Connecticut having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. Millennium manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products , to which the Plaintiff was exposed and which directly and proximately caused his AML.

ee) H.B. EGAN MANUFACTURING COMPANY (hereinafter “H.B. Egan” or “Defendant”) is believed to be a corporation organized and existing under the laws of the State of Oklahoma having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. H.B. Egan manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products, to which the Plaintiff was exposed and which directly and proximately caused his AML.

ff) LUCAS OIL (hereinafter “Lucas Oil” or “Defendant”) is believed to be a corporation organized and existing under the laws of the State of California having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. H.B. Egan manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products , to which the Plaintiff was exposed and which directly and proximately caused his AML.

gg) H.B FULLER COMPANY (hereinafter “H.B. Fuller” or “Defendant”) is

believed to be a corporation organized and existing under the laws of the State of Minnesota having its principal place of business at the above-stated address, yet which continuously, regularly and systematically conducts business in the Commonwealth of Pennsylvania and the County of Philadelphia. H.B. Fuller manufactured, refined, designed, produced, processed, compounded, converted, packaged, sold, distributed, marketed, re-labeled, supplied and/or otherwise placed into the stream of commerce benzene-containing products , to which the Plaintiff was exposed and which directly and proximately caused his AML.

COUNT I – NEGLIGENCE & GROSS NEGLIGENCE

11. Plaintiffs hereby adopt and incorporate by reference each and every statement and averment contained in each of the foregoing paragraphs, as if each of said paragraphs were set forth herein with particularity.

12. Plaintiff used, worked with, around and in close proximity to, handled, inhaled, dermally absorbed, ingested and was otherwise directly and indirectly exposed to Defendants' benzene-containing products and/or vapors therefrom, during the ordinary, foreseeable and intended use of the Defendants' benzene-containing products.

13. Defendants knew, or in the exercise of reasonable care, could and/or should have known that persons such as Plaintiff would used, worked with, around and in close proximity to, handled, inhaled, dermally absorbed, ingested and was otherwise directly and indirectly exposed to their benzene-containing products and/or vapors therefrom.

14. Defendants knew, should and/or reasonably could have known that benzene causes cancer, leukemia and other blood and bone marrow disease and damage, and is otherwise extremely dangerous to human health.

15. Defendants knew, should and/or could have reasonably known that their benzene-containing products contained benzene.

16. Defendants knew, should and/or reasonably could have known that their benzene-containing products were carcinogenic, leukemogenic, inherently defective, ultra-hazardous, dangerous, deleterious, poisonous and otherwise highly harmful to the body and health of Plaintiff and persons similarly situated.

17. Plaintiff, his employers and similarly situated persons did not and could not know of the nature and extent of the danger to their bodies and health, including the risk for cancer and leukemia, caused by exposure to the Defendants' benzene-containing products and/or vapors therefrom.

18. The Defendants knew, should and/or reasonably could have known that Plaintiff and other persons similarly situated, would come into direct and indirect contact with, handle, inhale, ingest, dermally absorb and otherwise be exposed to benzene during the ordinary and foreseeable use of said benzene-containing products.

19. The Defendants knew, should and/or reasonably could have known that Plaintiff, his employers and other persons similarly situated did not know, understand or fully appreciate nature and extent of the danger to their bodies and health, including the risk for cancer and leukemia, caused by exposure to the Defendants' benzene-containing products and/or vapors therefrom.

20. The Defendants had a duty to all consumers, workers and employers to exercise

reasonable care in the creation, manufacturing, designing, formulating, refining, producing, processing, packaging, marketing, selling, warning, distributing and otherwise placing their respective benzene-containing products into the stream of commerce, including a duty to assure that the products did not pose a risk of injury, harm, disease and death, including cancer and leukemia.

21. Defendants breached their duty and were negligent and grossly negligent because, knowing all of the above, they:

- a. Manufactured, produced, designed, formulated, processed, packaged, compounded, converted, sold, marketed, re-labeled, supplied, distributed and/or otherwise placed in the stream of commerce products that contained benzene, i.e. the benzene-containing products;
- b. Failed to take precautions to warn and/or adequately warn Plaintiff and his employers that their benzene-containing products contain benzene;
- c. Failed to take precautions to warn and/or adequately warn Plaintiff and his employers of the dangers to their health, including the nature and extent thereof, caused by exposure to benzene and the benzene-containing products, including the risk for contracting leukemia;
- d. Failed to take precautions to warn or adequately warn Plaintiff and his employers of the reasonably safe, sufficient and necessary safeguards, protective equipment, wearing apparel, appliances and engineering controls to protect them from exposure to benzene and physical harm, including leukemia, caused by working with and around the benzene-containing products;
- e. Failed and omitted to place any warnings or notices, or adequate and sufficient warnings and notices, on the containers in which the benzene-containing products were sold, contained, delivered and used in conjunction with, or shipping and billing documents, regarding the known or potential risks, dangers and harm therefrom, including contracting lymphohematopoietic disease, and the precautions necessary for use with the benzene-containing products to protect against the risk of dangers to health;
- f. Continued to manufacture, produce, process, sell, market, distribute, supply and/or otherwise place into the stream of commerce known cancer-causing products, to-wit, benzene-containing products;

g. Failed and omitted to package the said chemical products so that, in the ordinary and foreseeable use and handling of them, Plaintiff and other persons similarly situated would not come into direct and indirect contact with, handle, inhale, dermally absorb and otherwise be exposed to benzene-containing products and/or vapors therefrom;

h. Failed and omitted to take all reasonable, necessary, proper and prudent measures to assure that all necessary warnings, notices and instructions as to the products' benzene content, leukemogenic, carcinogenic, deleterious, poisonous and dangerous nature, and the reasonable and necessary safe guards and procedures for use in conjunction with the products, reached the actual end user, and were complied with by Plaintiff's employers and end users including Plaintiff and other persons similarly situated;

i. Defendants knew, should and/or could have known that the failure to warn and/or adequately warn of the risks, dangers and harm created by exposure to the benzene-containing products, and the reasonably safe and sufficient precautions, practices, personal protective equipment, wearing apparel, appliances and engineering controls to use with the benzene-containing products, would act as an inducement to Plaintiff and other end users similarly situated to come into direct and indirect contact with, handle, inhale, dermally absorb and otherwise be exposed to benzene-containing products and/or vapors therefrom, without proper and adequate protection;

j. Defendants failed to train and advise the Plaintiff and his employers of how to adopt and implement a safe, sufficient and proper plan and method to safely handle and use their benzene-containing products, resulting in the creation of an atmosphere that the Defendants' benzene-containing products were relatively safe to work with and around, handle, come in direct and indirect contact with, inhale, ingest, dermally absorb and other wise be exposed to;

k. Defendants knew, should and/or could have known, but also failed to take reasonable, sufficient and proper precautions reasonably calculated to recommend methods to improve the work environment, such as that of Plaintiff's employer, to which Defendants sold, marketed, distributed, supplied and/or otherwise placed into the stream of commerce, benzene-containing products;

l. Failed to comply with all federal, state, local and trade statutes, codes, regulations and ordinances relating to the benzene content of their products, actions required to determine and analyze the hazardous nature of their products and the warnings and instructions accompanying same, including but not limited to 29 CFR 1910.1200; 29 CFR 1910.1028; and, 49 CFR Parts 100-199;

- m. Failed to take all reasonable, necessary, proper and prudent measures to test their benzene-containing products to determine the products' benzene content and the quantity of benzene released into the breathing zone of the end user, and dermally absorbed by the end user, during the ordinary, intended and foreseeable use thereof;
- n. Failed to test their benzene-containing products for health hazards, including lymphohematopoietic disease;
- o. Failed to test the adequacy of labels, warnings and instructions appearing upon or distributed with their benzene-containing products;
- p. Failed to take all reasonable, necessary, proper and prudent measures to make their benzene-containing products safe for their intended and foreseeable use.
- q. Failed to properly and adequately manufacture, design, produce and process their products so as to eliminate all benzene content thereof;
- r. Failed to research, develop, design, manufacture, produce, market and sell safer alternative products, to wit products which did not contain benzene;
- p. Continued to manufacture and sell products containing benzene despite fully knowledge that there were safer alternative products;
- q. Continuing to manufacture and sell products containing benzene despite actually manufacturing and selling products that did not contain benzene which were used for the same purposes as their benzene-containing products and which were equally effective; and
- r. For these reasons, Defendants grossly deviated from the ordinary standard of care.

22. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff contracted and suffers from AML, and multiple side effects, conditions, illnesses and symptoms caused by AML and the medical treatments necessitated thereby, which caused and continues to cause him pain, suffering, disability, disfigurement, deformity, impairment, mental anguish, anxiety, humiliation, and increased susceptibility to infection.

23. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff

Michael Butts is prevented from engaging in those activities from which he derives life's pleasures.

24. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff has in the past, continues to and in the future will lose wages, including benefits, and earnings capacity.

25. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff was required to spend various sums of money for medical treatments, hospitalizations and medicines, to treat Plaintiff's disease and injuries, which expenses may continue to accrue, and has incurred additional economic expenses and losses, which expenses and losses may continue to accrue.

WHEREFORE, for all of the foregoing reasons, Plaintiffs pray for judgment from Defendants, individually, jointly and severally, in an amount in excess of fifty thousand dollars (\$50,000.00), together with such other and further relief as this Court deems just and appropriate, under the circumstances, including punitive damages, costs, interest, attorney fees and delay damages.

COUNT II - BREACH OF WARRANTY

26. Plaintiffs hereby adopt and incorporate by reference each and every statement and averment contained in each of the foregoing paragraphs, as if each of said paragraphs were set forth herein with particularity.

27. Defendants, individually, jointly and severally expressly and/or impliedly warranted, including under the Pennsylvania Uniform Commercial Code, to Plaintiff and other end users of their benzene-containing products, who were similarly situated, that the benzene-containing products, were merchantable, reasonably fit and safe for their intended, stated and described purpose and application, when in fact they were not.

28. Defendants, individually, jointly and severally breached said warranties to Plaintiff, in

that their benzene-containing products were inherently defective, ultra hazardous, dangerous, deleterious, poisonous, carcinogenic, unfit for use, not properly merchantable and not safe, as marketed, for their foreseeable use and purpose, in that they contained benzene and caused lymphohematopoietic diseases, including AML, were defectively designed and lacked warnings, instructions and training, or adequate and sufficient warnings, instructions and training, as more fully set forth in Counts I, III and IV, and including because:

- a. They contained benzene and benzene causes cancer, leukemia and other harm to the blood and bone marrow of humans.
- b. They lacked all elements necessary to make them safe for their intended and foreseeable use;
- c. The Defendants failed to take precautions to warn and/or adequately warn Plaintiff and his employers that their benzene-containing products contained benzene;
- d. They lacked warnings and instructions, and or adequate warnings and instructions, of the dangers to human health, including the nature and extent thereof, caused by exposure to benzene and the benzene-containing products, including the risk for contracting cancer, leukemia and other blood and bone marrow disease;
- e. They did not warn or adequately warn Plaintiff and his employers of the reasonably safe, sufficient and necessary safeguards, protective equipment, wearing apparel, appliances and engineering controls to protect them from exposure to benzene and physical harm, including leukemia, caused by working with and around the benzene-containing products;
- f. There were no warnings or notices, or adequate and sufficient warnings and notices, on the containers in which the benzene-containing products were sold, contained, delivered and used in conjunction with, or shipping and billing documents, regarding the known or potential risks, dangers and harm therefrom, including contracting lymphohematopoietic disease, and the precautions necessary for use with the benzene-containing products to protect against the risk of dangers to health;
- g. Failed to train and advise, or adequately train and advise, the Plaintiff and his employers of how to adopt and implement a safe, sufficient and proper plan and method to safely handle and use their benzene-containing products, resulting in the creation of an atmosphere that the Defendants' benzene-containing products were

relatively safe to work with and around, handle, come in direct and indirect contact with, inhale, ingest, dermally absorb and other wise be exposed to;

h. Failed to train, communicate, publish, adopt and enforce a safety plan and a safe method of handling and working with their benzene-containing products;

i. They failed to recommend methods to improve the work environment;

j. The Defendants failed to develop alternative products, including products which did not contain benzene;

k. The Defendants failed to assure that warnings, instructions, advisements, and training reached Plaintiff's employer, Plaintiff and other end users similarly situated, such that Plaintiff and other end users were adequately warned and protected, against the hazards posed by benzene, as contaminants in, or as ingredients of their benzene-containing products;

l. The ordinary and foreseeable use of the Defendants' benzene-containing products, or those benzene-containing products of Defendants which were distributed to Plaintiff's employer, is an intrinsically dangerous and ultra hazardous activity;

m. The Defendants' benzene-containing products were also defectively designed in that their hazards outweighed the benefit, if any, of the products' benzene content;

n. The Defendants' benzene-containing products were defective in that they failed to meet their consumer's expectations for safety;

o. Were packaged in a manner that increased the risk for exposure to benzene and increased the amount of benzene exposure end users sustained;

p. Contained directions for use that increased the risk for exposure to benzene and increased the amount of benzene exposure end users sustained;

q. Continued to manufacture and sell products containing benzene despite fully knowledge that there were safer alternative products; and,

r. Continuing to manufacture and sell products containing benzene despite actually manufacturing and selling products that did not contain benzene which were used for the same purposes as their benzene-containing products and which were equally effective.

29. Defendants' warranties were made both orally and in writing, and Plaintiff is no

longer in possession of the written materials upon which such warranties were made.

30. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff contracted and suffers from AML, and multiple side effects, conditions, illnesses and symptoms caused by AML and the medical treatments necessitated thereby, which cause him pain, suffering, disability, disfigurement, deformity, impairment, mental anguish, anxiety, humiliation, and increased susceptibility to infection.

31. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff is prevented from engaging in those activities from which he derives life's pleasures.

32. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff has in the past, continues to and in the future will lose wages, including benefits, and earnings capacity.

33. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff was required to spend various sums of money for medical treatments, hospitalizations and medicines, to treat Plaintiff's disease and injuries, which expenses may continue to accrue, and has incurred additional economic expenses and losses, which expenses and losses may continue to accrue.

WHEREFORE, for all of the foregoing reasons, Plaintiffs pray for judgment from Defendants, individually, jointly and severally in an amount in excess of fifty thousand dollars (\$50,000.00), together with such other and further relief as this Court deems just and appropriate, under the circumstances, including punitive damages, costs, interest, attorney fees and delay damages.

COUNT III - STRICT LIABILITY

34. Plaintiffs hereby adopt and incorporate by reference each and every statement and averment contained in each of the foregoing paragraphs, as if each of said paragraphs were set forth

herein with particularity.

35. Defendants are and were, at all times material hereto, in the business of manufacturing, refining, designing, producing, processing, compounding, converting, packaging, selling, distributing, marketing, re-labeling, supplying and/or otherwise placing into the stream of commerce the benzene-containing products.

36. The benzene-containing products were expected to and did reach the Plaintiff and his employers without substantial change in the condition in which they were sold.

37. The benzene-containing products were defective when they left the Defendants' possession, custody and control.

38. Plaintiff and his employers were the intended and foreseeable users of the Defendants' benzene-containing products, and it was intended by and foreseeable to the Defendants that the benzene-containing products would be used in the manner that the Plaintiff and his employers used them in.

39. The Defendants' benzene-containing products were defective because:

- a. They contained benzene and benzene causes cancer, leukemia and other harm to the blood and bone marrow of humans.
- b. They lacked all elements necessary to make them safe for their intended and foreseeable use;
- c. The Defendants failed to take precautions to warn and/or adequately warn Plaintiff and his employers that their benzene-containing products contained benzene;
- d. They lacked warnings and instructions, and or adequate warnings and instructions, of the dangers to human health, including the nature and extent thereof, caused by exposure to benzene and the benzene-containing products, including the risk for contracting cancer, leukemia and other blood and bone marrow disease;
- e. They did not warn or adequately warn Plaintiff and his employers of the

reasonably safe, sufficient and necessary safeguards, protective equipment, wearing apparel, appliances and engineering controls to protect them from exposure to benzene and physical harm, including leukemia, caused by working with and around the benzene-containing products;

f. There were no warnings or notices, or adequate and sufficient warnings and notices, on the containers in which the benzene-containing products were sold, contained, delivered and used in conjunction with, or shipping and billing documents, regarding the known or potential risks, dangers and harm therefrom, including contracting lymphohematopoietic disease, and the precautions necessary for use with the benzene-containing products to protect against the risk of dangers to health;

g. Failed to train and advise, or adequately train and advise, the Plaintiff and his employers of how to adopt and implement a safe, sufficient and proper plan and method to safely handle and use their benzene-containing products, resulting in the creation of an atmosphere that the Defendants' benzene-containing products were relatively safe to work with and around, handle, come in direct and indirect contact with, inhale, ingest, dermally absorb and other wise be exposed to;

h. Failed to train, communicate, publish, adopt and enforce a safety plan and a safe method of handling and working with their benzene-containing products;

i. They failed to recommend methods to improve the work environment;

j. The Defendants failed to develop alternative products, including products which did not contain benzene;

k. The Defendants failed to assure that warnings, instructions, advisements, and training reached Plaintiff's employer, Plaintiff and other end users similarly situated, such that Plaintiff and other end users were adequately warned and protected, against the hazards posed by benzene, as contaminants in, or as ingredients of their benzene-containing products;

l. The ordinary and foreseeable use of the Defendants' benzene-containing products, or those benzene-containing products of Defendants which were distributed to Plaintiff's employer, is an intrinsically dangerous and ultra hazardous activity;

m. The Defendants' benzene-containing products were also defectively designed in that their hazards outweighed the benefit, if any, of the products' benzene content;

n. The Defendants' benzene-containing products were defective in that they failed to meet their consumer's expectations for safety;

- o. Were packaged in a manner that increased the risk for exposure to benzene and increased the amount of benzene exposure end users sustained;
- p. Contained directions for use that increased the risk for exposure to benzene and increased the amount of benzene exposure end users sustained; and
- q. The Defendants' benzene-containing products were defective in that the Defendants manufactured and sold the same products, or substantially similar products, that did not contain benzene which were used for the same purposes as their benzene-containing products and which were equally effective.

40. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff contracted and suffers from AML, and multiple side effects, conditions, illnesses and symptoms caused by AML and the medical treatments necessitated thereby, which causes him pain, suffering, disability, disfigurement, deformity, impairment, mental anguish, anxiety, humiliation, and increased susceptibility to infection.

41. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff is prevented from engaging in those activities from which he derives life's pleasures.

42. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff has in the past, continues to and in the future will lose wages, including benefits, and earnings capacity.

43. As the direct and proximate result of the Defendants' acts and omissions, Plaintiff was required to spend various sums of money for medical treatments, hospitalizations and medicines, to treat Plaintiff's disease and injuries, which expenses may continue to accrue, and has incurred additional economic expenses and losses, which expenses and losses may continue to accrue.

WHEREFORE, for all of the foregoing reasons, Plaintiffs pray for judgment from Defendants, individually, jointly and severally in an amount in excess of fifty thousand dollars (\$50,000.00), together with such other and further relief as this Court deems just and appropriate,

under the circumstances, including punitive damages, costs, interest, attorney fees and delay damages.

COUNT IV - INTENTIONAL TORT - BATTERY

44. Plaintiffs hereby adopt and incorporate by reference each and every statement and averment contained in each of the foregoing paragraphs, as if each of said paragraphs were set forth herein with particularity.

45. Defendants committed the intentional tort of battery by causing the Plaintiff's exposure to benzene-containing products and benzene knowing that those exposures would cause harm to the Plaintiff.

46. Defendants knew, foresaw and intended that their benzene-containing products were used in the manner in which Plaintiff and Plaintiff's employers used them, and that benzene and the benzene-containing products would be released into the atmosphere while using the benzene-containing products, and Plaintiff and others similarly situated would work with, inhale, ingest, dermally absorb, handle or directly and indirectly come into contact with, and/or otherwise be exposed to benzene, which created a hazardous and unsafe condition and risk to the health of Plaintiff and others similarly situated.

47. Defendants knew that their benzene-containing products were inherently defective, ultra-hazardous, dangerous, deleterious, poisonous, carcinogenic, leukemogenic and otherwise highly harmful to the Plaintiff and persons similarly situated.

48. Defendants knew that their products, identified herein, contained benzene.

49. Defendants knew that end users, such as the Plaintiff would work with and around, and be exposed to benzene as the result of the use of the Defendants' benzene-containing products in

the course of their work related duties and other activities.

50. Defendants knew, through information in their possession and control, and other information so obvious to them so as to be imputed to them, that benzene was capable of causing leukemia and other blood and bone marrow disorders, including AML.

51. Defendants knew, through information in their possession and control, and other information so obvious to them so as to be imputed to them, that there is no safe level of exposure to benzene.

52. Defendants were capable of manufacturing, producing and processing the identified products in a manner that eliminated or significantly reduced their benzene content.

53. Defendants knew, through information in their possession and control, and other information so obvious to them so as to be imputed to them, that their benzene-containing products placed the Plaintiff, and other end users similarly situated, at a significantly increased risk for contracting aplastic anemia, cancer, leukemia and other blood and bone marrow disorders, including AML, as a direct and proximate result of exposure to the benzene-containing products.

54. Defendants knew that Plaintiff, his employers and coworkers, and other end users similarly situated, did not know of or appreciate that that benzene-containing products' contained benzene content, or that benzene and the benzene-containing products were capability of causing cancer, leukemia and other blood and bone marrow disorders, including AML.

55. Defendants knew that Plaintiff, his employers and coworkers, and other end users similarly situated, did not know of the proper and necessary personal protective equipment, appliances, wearing apparel, engineering controls, procedures and practices for use in conjunction with the benzene-containing products to prevent or minimize benzene exposure and the risk for

contracting cancer, leukemia and other blood and bone marrow disorders, including AML.

56. Defendants knew that their failure to warn, instruct, train and advise the Plaintiff, his employers and coworkers of the identified products' benzene content and capability of causing cancer, leukemia and other blood and bone marrow disorders, including AML, would act as, and did in fact act as, an inducement for the Plaintiff to continually expose himself to their benzene-containing products without necessary and proper personal protective equipment, practices and procedures in order to reduce or eliminate benzene exposure and leukemia risk.

57. Defendants knew that their failures, by intent and omission, to warn, instruct, train and advise the Plaintiff, his employers and coworkers of the identified products' benzene content and capability of causing cancer, leukemia and other blood and bone marrow disorders, including AML, would act as, and did in fact act as, an inducement for the Plaintiff to continually expose himself to benzene and place himself at risk for contracting leukemia.

58. Defendants knew that their failures to warn, instruct and train the Plaintiff, his employers and coworkers of the proper and necessary personal protective equipment, work practices and procedure to avoid benzene exposure and the risk of contracting cancer, leukemia and other blood and bone marrow disorders, including AML, would act as, and did in fact act as, an inducement for the Plaintiff to continually expose himself to benzene and place himself at risk for contracting leukemia, through the use of their identified products without proper and necessary personal protective equipment, work practices and procedures.

59. Defendants knew that their failures, by intent and omission, to warn, instruct and train the Plaintiff, his employers and coworkers would cause Plaintiff to aggravate his condition and situation, by preventing him from avoiding further exposure to these benzene-containing products,

taking proper precautions to minimize or eliminate any risk from such exposure, seeking medical opinions regarding the true state of his medical condition or changing the nature of his job description or areas of work, so he would have no contact with Defendants' benzene-containing products.

60. Defendants knew that properly and adequately warning, instructing and training the Plaintiff, his employers, coworkers and the general public of the benzene-containing products' benzene content and capability of causing cancer, leukemia and other blood and bone marrow disorders, including AML, would be detrimental to their business interests, as such would deter the purchase and use of said products, by the Plaintiff, his employers, coworkers and the general public.

61. Despite all of this knowledge, Defendants willfully and wantonly, through affirmative acts or omissions:

- a. Manufactured, produced, processed, marketed, sold and distributed to the Plaintiff, his employers and coworkers, products which contained a known carcinogenic and leukemogenic compound, benzene;
- b. Did not eliminate or minimize the benzene content of the identified benzene-containing products;
- c. Did not warn, instruct, train and advise the Plaintiff, his employers and coworkers of the identified products' benzene content;
- d. Did not warn, instruct, train and advise the Plaintiff, his employers and coworkers of the identified products' ability to cause cancer, leukemia and other blood and bone marrow disorders, including AML;
- e. Did not warn, instruct, train and advise the Plaintiff, his employers and coworkers of the insidious, highly hazardous and deleterious nature of benzene;
- f. Did not warn, instruct, train and advise the Plaintiff, his employers and coworkers that there is no safe level of exposure to benzene;
- g. Did not warn, instruct, train and advise the Plaintiff, his employers and

coworkers of the necessary and proper personal protective equipment, practices and procedures to minimize or prevent benzene exposure and leukemia risk;

h. Did not affix labels or warnings upon the identified products, their containers or shipping documents the warn, instruct, train and advise the Plaintiff, his employers and coworkers of the products' benzene content, an their cancer and leukemia risk;

i. Did not affix labels or warnings upon the identified products, their containers or shipping documents the warn, instruct, train and advise the Plaintiff, his employers and coworkers that there is no safe level of exposure to benzene;

j. Did not affix labels or warnings upon the identified products, their containers or shipping documents the warn, instruct, train and advise the Plaintiff, his employers and coworkers of the necessary and proper personal protective equipment, practices and procedures to minimize or prevent benzene exposure and leukemia risk;

k. Did not post signs, warnings or other statements upon the premises of the Plaintiff's employers warn, instruct, train and advise the Plaintiff, his employers and coworkers of the products' benzene content, an their cancer and leukemia risk;

l. Did not post signs, warnings or other statements upon the premises of the Plaintiff's employers warn, instruct, train and advise the Plaintiff, his employers and coworkers that there is no safe level of exposure to benzene;

m. Did not post signs, warnings or other statements upon the premises of the Plaintiff's employers warn, instruct, train and advise the Plaintiff, his employers and coworkers of the necessary and proper personal protective equipment, practices and procedures to minimize or prevent benzene exposure and leukemia risk;

n. Did not train and advise Plaintiff, his employers and coworkers of how to adopt and implement a safe, sufficient and proper plan and method to properly handle and use their benzene-containing products, resulting in the creation of an atmosphere at Plaintiff's employer, that the Defendants' benzene-containing products were relatively safe to handle, come in direct and indirect contact with, inhale, ingest and dermally absorb;

o. Sacrificed the health and safety of the workers and other end users of their benzene-containing products in order to further the Defendants' economic advantage, convenience and profit;

p. Continued to manufacture and sell products containing benzene despite fully knowledge that there were safer alternative products; and,

q. Continuing to manufacture and sell products containing benzene despite actually manufacturing and selling products that did not contain benzene which were used for the same purposes as their benzene-containing products and which were equally effective.

62. Defendants acts and omissions were unreasonable in their character, and made in disregard of a risk known to them or so obvious to them that they must be taken to have been aware of it, and so great as to make it highly probable that harm would follow.

63. Defendants acts and omission acts and omissions demonstrated a conscious indifference to their consequences, namely causing the Plaintiff to contract AML and other injuries identified herein.

64. Defendants intended to cause harmful conduct to the Plaintiff through causing benzene exposure, and did so with the knowledge, belief and intent that such exposure could cause the Plaintiff to contract leukemia.

65. Defendants' intentional conduct in causing the Plaintiff to be exposed to benzene, did in fact cause physical harm to the Plaintiff by directly and proximately causing him to contract AML and other injuries and damages as set forth herein

66. As the direct and proximate of the aforesaid willful, deliberate, wanton, knowing, purposeful and intentional acts and omissions, Plaintiff contracted and suffered from AML, and multiple side effects, conditions, illnesses and symptoms caused by AML and the medical treatments necessitated thereby, which causes him pain, suffering, disability, disfigurement, deformity, impairment, mental anguish, anxiety, humiliation, and increased susceptibility to infection.

67. As the direct and proximate of the aforesaid willful, deliberate, wanton, knowing, purposeful and intentional acts and omissions, Plaintiff is prevented from engaging in those activities

from which he derives life's pleasures.

68. As the direct and proximate of the aforesaid willful, deliberate, wanton, knowing, purposeful and intentional acts and omissions, Plaintiff has in the past, continues to and in the future will lose wages, including benefits, and earnings capacity.

69. As the direct and proximate of the aforesaid willful, deliberate, wanton, knowing, purposeful and intentional acts and omissions, Plaintiff was required to spend various sums of money for medical treatments, hospitalizations and medicines, to treat Plaintiff's disease and injuries, which expenses may continue to accrue, and has incurred additional economic expenses and losses, which expenses and losses may continue to accrue.

WHEREFORE, for all of the foregoing reasons, Plaintiffs pray for judgment from Defendants, individually, jointly and severally in an amount in excess of fifty thousand dollars, (\$50,000), together with such other and further relief as this Court deems just and appropriate, under the circumstances, including punitive damages, costs, interest, attorney fees and delay damages

COUNT V – LOSS OF CONSORTIUM

70. Plaintiffs hereby adopt and incorporate by reference each and every statement and averment contained in each of the foregoing paragraphs, as if each of said paragraphs were set forth herein with particularity.

71. At times material hereto, including from the date of the Michael Butts' diagnosis with AML to the present, April Butts is and was married to Michael Butts.

72. As the result of the injuries caused by the Defendants to Michael Butts, April Butts has suffered a loss of consortium.

73. April Butts has lost, continues to lose and in the future will lose the love,

companionship, friendship, society, services, emotional support and financial support provided by her husband, Michael Butts

74. April Butts has lost, continues to lose and will lose wages, and has incurred, continues to incur and in the future will incur significant medical and other expenses and costs to care for and treat Michael Butts' injuries, and to replace the services and support which Michael Butts would have provided but for the illness and injuries directly and proximately caused by the Defendants' wrongful conduct.

WHEREFORE, Plaintiffs demand judgment in their favor and against the Defendants, jointly and/or severally, in amount in excess of FIFTY THOUSAND DOLLARS (\$50,000.00), together with such other and further relief as this Court deems just and appropriate under the circumstances including compensatory damages, punitive damages, interest, costs and delay damages.

Respectfully submitted,

LOCKS LAW FIRM

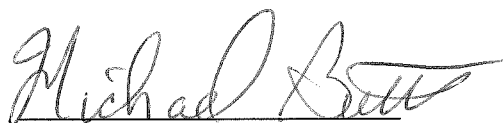
DATED: January 28, 2015

By: /s/ Andrew J. DuPont
MICHAEL B. LEH, ESQUIRE
ANDREW J. DUPONT, ESQUIRE
Attorneys for Plaintiffs

VERIFICATION

Michael Butts and April Butts, Plaintiffs herein, being duly sworn according to law, do depose and state that the allegations in the enclosed pleading are true and correct to the best of my knowledge, information and belief. I realize that this verification is taken pursuant to 42 Pa. C.S.A. Section 4904, relating to unsworn falsification to authorities.

DATED: 1/14/15


MICHAEL BUTTS

DATED: 1/14/2015


APRIL BUTTS