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Castorena v. General Elec. Clerk's Record v. 4 Dckt. 35123

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IN THE
SUPREME COURT
OF THE
STATE OF IDAHO

MILDRED CASTORENA, et al,

Plaintiffs-Appellants,

vs.

GENERAL ELECTRIC, et al,

LAW CLERK Defendants-Respondents.

JOHN D. ADAMSON, et al,

Plaintiff-Appellant,

vs.

FMC CORPORATION, et al,

Defendants-Respondents.

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20	APR 27 2009
Supreme Court	Clerk

35123 / 35124 / 35852

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IN THE SUPREME COURT OF THE STATE OF IDAHO

MILDRED CASTORENA, et al,)
)
 Plaintiffs-Appellants,)
)
 vs.)
)
 GENERAL ELECTRIC, et al,)
)
 Defendants-Respondents.)
)
 _____)
)
 JOHN D. ADAMSON, et al,)
)
 Plaintiff-Appellant,)
)
 vs.)
)
 FMC CORPORATION, et al,)
)
 Defendants-Respondents.)
)
 _____)

Supreme Court Case No. 35123

(Consolidated Supreme Court Case
Nos. 25123, 25124 and 25852)

Volume IV

CLERK'S TRANSCRIPT ON APPEAL

Appeal from the District Court of the Sixth Judicial District of the State of Idaho
in and for the County of Bannock.

HONORABLE PETER D. McDERMOTT, District Judge.

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TABLE OF CONTENTS

MILDRED CASTORENA ET AL VS. GENERAL ELECTRIC CO., ET AL
DISTRICT COURT CASE NO. CV-06-2474

	<u>Page</u>
Register of Actions	25
Complaint	87
Answer of Defendant Certaineed Corporation to Plaintiff's Complaint and Jury Demand.....	124
Answer and Demand for Jury Trial (Garlock).....	167
Answer of Defendant Union Carbide Corporation to Plaintiff's Complaint and Jury Demand	178
Answer to Complaint by Defendant Ingersole-Rand Company	221
Answer to Complaint by Defendant CBS/VIACOM/Westinghouse	246
Answer and Demand for Jury Trial (P & H Mining Equipment).....	272
Answer and Demand for Jury Trial (Clever-Brocks)	287
Answer and Demand for Jury Trial (ITT Industries)	302
Defendant Kelly-Moore Paint Company, Inc.'s Answer	316
Defendant Reliance Electric Company Misidentified as Reliance Electric Motor's Answer and Jury Demand.....	337
Defendant Henry Vogt Machine Company's Answer to Plaintiff's Complaint.....	343
Defendant FMC Corporation's (Improperly Sued as FMC Corporation (Hamer) Answer to Plaintiff's ComplainT	356
Defendant Warren Pumps, Inc.'s Answer to Plaintiff's Complaint	370

	<u>Page</u>
Defendant Rockwell Automation, Inc.’s Answer and Jury Demand	383
Answer to Complaint by Defendant Pilkington North America, Inc.	389
Answer and Demand for Jury Trial of Defendant Eaton Electrical, Inc. (formerly known as “Cutler-Hammer, Inc.”)	414
Affidavit of Casey K. McGarvey	451
Affidavit of E. Scott Savage	454
Union Pacific Railroad Company’s Answer and Reliance Upon Plaintiffs’ Jury Demand.....	457
Defendant Shepard Niles, Inc.’s Answer to Plaintiffs’ Complaint.....	489
Defendant A. W. Chesterson Company’s Answer to Plaintiffs’ Complaint	500
Defendant Nibco, Inc.’s Answer to Complaint and Demand for Jury Trial.....	511
Answer of Sterling Fluid Systems (USA) LLC Improperly Sued as Sterling Fluid System (Peerless Pumps).....	530
Defendant Steel West’s Answer and Demand for Jury Trial	549
Crane Co.’s Answer to Complaint.....	577
Answer and Demand for Jury Trial (Advanced Industrial Supply).....	599
Defendant Babbit Steam Specialty Co.’s Answer and Jury Demand.....	634
Answer of Crown Cork & Seal Company	649
Order of Dismissal of Defendant Pilkington North America, Inc.	669
Answer and Demand for Jury Trial (Fairbanks Morse Pump Corporation).....	675
Defendant Alaskan Copper Works/ALCO Investment Company’s Answer	691
Order of Dismissal of Defendant Union Carbide Corporation.....	716

	<u>Page</u>
Honeywell, Inc.’s Answer to Complaint	720
Defendant’s Square D Company’s Answer.....	739
Defendant Bullough Abatement, Inc.’s Answer to Plaintiffs’ Complaint.....	765
Defendant Oi’s Answer	788
Answer of Metropolitan Life Insurance Company to Plaintiffs’ Complaint.....	805
First Amended Complaint	837
Defendant Henry Vogt Machine Co.’s Answer to Plaintiffs’ Amended Complaint .	845
Defendant Warren Pumps, Inc.’s Answer to Plaintiffs’ Amended Complaint.....	855
Defendant Nibco, Inc.’s Answer to Plaintiffs’ First Amended Complaint	865
Answer to Plaintiffs’ First Amended Complaint and Demand for Jury Trial (AIS)	874
Defendant FMC Corporation’s (Improperly Sued as FMC Corporation (Hamer) Answer to Plaintiffs’ Amended Complaint	886
Answer of Sterling Fluid System’s (USA), LLC (Improperly Sued as Sterling Fluid (Peerless Pumps) to Plaintiffs’ Amended Complaint.....	895
Answer of Defendant Eaton Electrical Inc. (formerly known as “Cutler-Hammer, Inc.”) to First Amended Complaint; Demand for Jury Trial	905
Ingersoll-Rand Company’s Answer to Plaintiffs’ Amended Complaint.....	919
CBS/VIACOM/Westinghouse’s Answer to Plaintiffs’ Amended Complaint.....	926
Union Pacific Railroad Company’s Answer to First Amended Complaint and Reliance Upon Plaintiffs’ Jury Demand	933
Answer to Plaintiffs’ First Amended Complaint (Guard-Line, Inc.).....	951
Defendant Garlock, Inc.’s Answer to Plaintiffs’ Amended Complaint.....	955

	<u>Page</u>
Defendant Anchor Packing Company’s Answer to Plaintiffs’ Amended Complaint.....	959
Answer of Metropolitan Life Insurance Company to Plaintiffs’ Complaint.....	963
Defendant Fairbanks Morse Pump Corporation’s Answer to Plaintiffs’ Amended Complaint.....	995
Defendant Hill Brothers Chemical Company’s Answer to Plaintiffs’ First Amended Complaint.....	999
Defendant Crown Cork & Seal Company, Inc. Answer to Plaintiffs’ Amended Complaint.....	1007
Crane Co.’s Answer to Plaintiffs’ First Amended Complaint.....	1011
Honeywell, Inc.’s Answer to Plaintiffs’ First Amended Complaint	1019
Answer of Defendant Hill Brothers Chemical Company	1027
Answer and Demand for Jury Trial (IMO Industries).....	1049
Memorandum Decision and Order, filed 5/18/07.....	1059
Amended Answer and Demand for Jury Trial (ITT Corporation)	1073
Defendants Bullough Abatement Inc.’s Amended Answer to Plaintiffs’ Complaint	1093
Defendants Ingersoll-Rand and Westinghouse’s Motion for Summary Judgment Against Wrongful Death Plaintiffs Stoor, Branch and Frasure	1110
Defendants Ingersoll-Rand and Westinghouse’s Statement of Undisputed Facts in Support of Motion for Summary Judgment against Stoor	1118
Defendants Ingersoll-Rand and Westinghouse’s Statement of Undisputed Facts in Support of Motion for Summary Judgment against Branch	1128
Defendants Ingersoll-Rand and Westinghouse’s Statement of Undisputed Facts in Support of Motion for Summary Judgment against Frasure.....	1137
Defendants Ingersoll-Rand and Westinghouse’s Memorandum in Support of Motion for Summary Judgment against Wrongful Death Plaintiffs Stoor, Branch and Frasure	1145

	<u>Page</u>
Affidavit of Christopher C. Burke in Support of Defendants Ingersoll-Rand and Westinghouse’s Motion for Summary Judgment against Wrongful Death Plaintiffs	1175
Defendant Sterling Fluid Systems (USA), LLC’s Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Joinder in Defendant Ingersoll-Rand’s and Defendant Westinghouse’s Motions for Summary Judgment	1433
Plaintiffs’ Responses to Defendants Ingersoll-Rand and Westinghouse’s Motion for Summary Judgment against Wrongful Death Plaintiffs Stoor, Branch and Frasure	1443
Affidavit in Support of Plaintiffs’ Response to Defendants Ingersoll-Rand and Westinghouse’s Motion for Summary Judgment against wrongful death Plaintiffs Stoor, Branch and Frasure	1451
Reply Brief of Defendants Ingersoll-Rand and Westinghouse’s in Support of Motion for Summary Judgment against wrongful death Plaintiffs Robert Branch, William D. Frasure and John D. Stoor.....	1454
Memorandum Decision and Order, filed 1/28/08.....	1475
Defendants Sterling Fluid Systems (USA) LLC’s Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Motion for Reconsideration	1482
Defendant Sterling Fluid Systems (USA) LLC’s Motion in Support of Motion for Reconsideration.....	1491
Defendants Ingersoll-Rand and Westinghouse’s Motion for Permissive Appeal pursuant to Idaho Appellate Rule 12(b).....	1531
Defendants Ingersoll-Rand and Westinghouse’s Memorandum in Support of Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(b).....	1538
Defendants’ Joinder in Defendants Westinghouse’s and Ingersoll-Rand’s Motion for Permissive Appeal.....	1551
Motion for Expedited Hearing on Defendants Ingersoll-Rand and Westinghouse’s Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(b)	1560
Plaintiffs’ Response to Defendant Sterling Fluid Systems (USA) LLC’s Motion for Reconsideration.....	1569

	<u>Page</u>
Plaintiffs' Response in Opposition to Defendant's Ingersoll-Rand and Westinghouse's Motion for Permissive Appeal	1585
Defendants' Ingersoll-Rand and Westinghouse's Joinder in Defendants' Sterling Fluid Systems (USA), LLC, Warrant Pumps, Inc., and Henry Vogt Machine Co.'s Motion for Reconsideration	1589
Order Granting Expedited Hearing on Defendants Ingersoll-Rand and Westinghouse's Motion for Permissive Appeal Pursuant to IAR 12(b) filed 2/14/08.....	1596
Defendants Ingersoll-Rand and Westinghouse's Reply in Support of Their Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(b).....	1603
Defendant Sterling Fluid Systems (USA) LLC's Reply in Support of Motion for Reconsideration.....	1614
Memorandum Decision and Order, filed 3/18/08.....	1641
Westinghouse Memorandum of Costs.....	1659
Ingersoll-Rand's Memorandum of Costs	1670
Defendant Nibco, Inc.'s Memorandum of Costs.....	1681
Notice of Appeal, filed 4/21/08	1690
Judgment, filed 4/23/08	1697
Clerk's Certificate of Appeal, filed 5/2/08	1701
Respondents Ingersoll-Rand and Westinghouse's Request for Additional Reporter's Transcript and Clerk's Record.....	1706
Order Amending Title, filed 5/7/08	1718
Judgment, filed 6/19/08	1720
Order Conditionally Consolidating Appeals, filed 6/24/08.....	1724

	<u>Page</u>
Order, filed 6/24/08	1728
Amended Order, filed 6/26/08.....	1729
Order Granting Motion to Dismiss Respondent Nibco, Inc. Amended Title in this Appeal, filed 7/2/08	1730
Order Granting Motion for Delegation of Jurisdiction to the District Court, filed 7/2/08.....	1732
Order Dismissing Respondent Guard-Line, Inc. and Amending Title, filed 9/4/08.....	1734
Order Granting Motion(s) to Dismiss Respondent(s) and Amending Title, filed 10/20/08	1736

COLORED SHEET OF PAPER

JOHN D. ADAMSON VS. FMC CORPORATION, ET AL
DISTRICT COURT CASE NO. CV-2006-3166-OC

Register of Actions	1738
Complaint	1751
Answer of Rupert Iron Works, Inc.	1784
Answer of Defendant Sterling Fluid Systems (USA), LLC (Improperly Sued as Sterling Fluid Systems (Peerless Pump)	1793
Answer and Demand for Jury Trial of Defendant Eaton Electrical, Inc. (formerly known as "Cutler-Hammer, Inc.")	1806
Answer and Jury Demand (Reliance Electric Motions)	1837
Defendant Square D Company's Answer.....	1843

	<u>Page</u>
Defendant Alaskan Copper Works/ALCO Investment Company’s Answer	1870
Crane Co.’s Answer to Complaint.....	1888
Answer and Jury Demand (Advanced Industrial Supply, Inc. f/h/w Pocatello Supply Inc. (hereinafter “AIS”)).....	1918
Answer and Demand for Jury Trial of P&H Mining Equipment, Inc. f/k/a Harnischfeger Corporation (incorrectly named as P&H Cranes).....	1946
Answer of Defendant Flowserve Corporation (f/k/a Durco International, Inc.)	1958
Answer of Defendant Eucsson, Inc. as Successor in Interest to the Anaconda Wire and Cable Company	1982
Answer of Defendant Bechtel, Inc.	1993
Defendant Gould Electronics, Inc.’s Answer and Jury Demand	2033
Parker-Hannifen Corporation’s Answer to Plaintiffs’ Complaint and Request for Jury Trial	2041
Answer and Demand for Jury Trial (Fairbanks Morse Pump Corporation).....	2059
Answer of Defendant Henry Vogt Machine, Co.	2070
Defendant Johnston Pump Company’s Answer and Jury Demand	2082
Honeywell, Inc.’s Answer to Complaint	2090
Motion for Summary Judgment.....	2107
Memorandum in Support of Motion for Summary Judgment.....	2113
Affidavit of Donald F. Carey in Support of Motion for Summary Judgment	2122
Defendant Sterling Fluid Systems (USA) LLC’S (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Motion for Summary Judgment.....	2134

	<u>Page</u>
Defendant Sterling Fluid Systems (USA) LLC'S (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Memorandum in Support of Motion for Summary Judgment	2142
Affidavit of Ben Ritchie	2161
Joinder of Defendant Paramount Supply Company in Defendant Sterling Fluid Systems (USA) LLC'S Motion for Summary Judgment	2279(a)
Plaintiff's Response to Defendant Bechtel, Inc.'s Motion for Summary Judgment .	2280
Joinder in Motions for Summary Judgment by Defendant Ericsson, Inc., as Successor in Interest to the Anaconda Wire & Cable Company.....	2290
Defendants Crane Co. and Honeywell, Inc.'s Joinder in Sterling Fluid System's Motion for Summary Judgment	2295
Defendants Crane Co. and Honeywell, Inc.'s Joinder in Bechtel's Motion for Summary Judgment.....	2299
Defendant Fairbanks Morse Pumps Corporation's Joinder in Defendant Bechtel, Inc.'s and Defendant Sterling Fluid System's (USA) LLC'S Motions for Summary Judgment	2301
Defendant Sterling Fluid System's (USA) LLC'S (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Joinder in Defendant Bechtel, Inc.'s Motion for Summary Judgment.....	2305
Defendant Henry Vogt Machine Co.'s Joinder in Defendant Bechtel Inc.'s and Defendant Sterling Fluid Systems (USA) LLC'S Motions for Summary Judgment	2312
Joinder of Defendant Flowserve Corporation (f/k/a Durco International, Inc.) in Defendant Sterling Fluid System's (USA) LLC'S Motion for Summary Judgment	2319
Plaintiff's Objection and Response to Defendant Sterling Fluid System's (USA) LLC'S Motion for Summary Judgment.....	2322(a)
Minute Entry and Order, filed 10/29/07	2323

	<u>Page</u>
Plaintiff's Response to Defendant Bechtel, Inc.'s Reply in Further Support of Motion for Summary Judgment.....	2327
Defendant Sterling Fluid System's (USA) LLC'S (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Reply Memorandum in Support of Motion for Summary Judgment.....	2337
Supplemental Brief in Further Support of Motion for Summary Judgment.....	2355
Defendant Parker-Hannifin's Joinder in Defendant Sterling Fluid System's (USA) LLC'S Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Motion for Summary Judgment	2365
Notice of Joinder (Eaton Electrical Inc., In: (i) Defendant Bechtel, Inc.'s Motion for Summary Judgment; and (ii) Defendant Sterling Sluid Systems (USA) LLC'S Motion for Summary Judgment	2371
Defendant Sterling Fluid System's (USA) LLC's Supplemental Brief Re: Condition Precedent Rule	2379
Plaintiff's Supplemental Brief Regarding Condition Precedent Rule	2417
Memorandum Decision and Order, filed 3/19/08.....	2434
Notice of Supplemental Authority, filed 3/20/08	2452
Order for Supplemental Briefs Regarding Supplemented Authority, filed 3/21/08.....	2461
Plaintiff's Response to Defendants' Notice of Supplemental Authority.....	2467
Memorandum Decision and Order Granting the Defendants' Motion for Summary Judgment, filed 4/9/08.....	2479
Judgment, filed 4/9/08	2495
Memorandum of Costs	2500
Plaintiff's Motion for Reconsideration.....	2506

	<u>Page</u>
Defendant Sterling Fluid System’s (USA) LLC’S Response to Plaintiff’s Motion for Summary Judgment.....	2526
Plaintiff’s Motion for Reconsideration.....	2546
Defendant Sterling Fluid System’s (USA) LLC’S Response to Plaintiff’s September 19 th Motion for Reconsideration.....	2555
Memorandum Decision and Order Denying Plaintiff’s Motions for Reconsideration, filed 10/2/08.....	2598
Amended Judgment, filed 10/2/08.....	2613
Notice of Appeal, filed 10/31/08.....	2622
Clerk’s Certificate of Appeal, filed 11/14/08.....	2632
Order Granting Motion to Consolidate Appeals, filed 12/30/08.....	2635
Clerk’s Certificate.....	2637
Certificate of Clerk to Original Exhibits.....	2638
Certificate of Service.....	2639

INDEX

MILDRED CASTORENA ET AL VS. GENERAL ELECTRIC CO., ET AL
DISTRICT COURT CASE NO. CV-06-2474-PI

	<u>Page</u>
Affidavit of Casey K. McGarvey	451
Affidavit of E. Scott Savage	454
Affidavit of Christopher C. Burke in Support of Defendants Ingersoll-Rand and Westinghouse's Motion for Summary Judgment Against Wrongful Death Plaintiffs	1175
Affidavit in Support of Plaintiffs' Response to Defendants Ingersoll-Rand and Westinghouse's Motion for Summary Judgment Against Wrongful Death Plaintiffs Robert Branch, William D. Frasure and John D. Stoor.....	1451
Amended Answer and Demand for Jury Trial (ITT Corporation)	1073
Amended Order, filed 6/2//08.....	1729
Answer of Defendant Certaineed Corporation to Plaintiffs' Complaint and Jury Demand.....	124
Answer and Demand for Jury Trial (Garlock).....	167
Answer of Defendant Union Carbide Corporation to Plaintiffs' Complaint and Jury Demand	178
Answer to Complaint by Defendant Ingersoll-Rand Company.....	221
Answer to Complaint by Defendant CBS/VIACOM/Westinghouse	246
Answer and Demand for Jury Trial (P&H Mining Equipment).....	272
Answer and Demand for Jury Trial (Clever-Brooks).....	287
Answer and Demand for Jury Trial ITT Industries	302

	<u>Page</u>
Answer to Complaint by Defendant Pilkington North America, Inc.	389
Answer and Demand for Jury Trial of Defendant Eaton Electrical Inc. (Formerly known as “Cutler-Hammer, Inc.”)	414
Answer of Sterling Fluid System’s (USA) LLC Improperly Sued as Sterling Fluid Systems (Peerless Pumps)	530
Answer and Demand for Jury Trial (Advanced Industrial Supply).....	599
Answer of Crown Cork & Seal Company	649
Answer and Demand for Jury Trial (Fairbanks Morse Pump Corporation).....	675
Answer of Metropolitan Life Insurance Company to Plaintiffs’ Complaint.....	805
Answer to Plaintiffs’ First Amended Complaint and Demand for Jury Trial (AIS)	874
Answer of Sterling Fluid System’s (USA) LLC (Improperly Sued as Sterling Fluid (Peerless Pumps) to Plaintiffs’ Amended Complaint.....	895
Answer of Defendant Eaton Electrical, Inc. (formerly known as “Cutler-Hammer, Inc.”) to First Amended Complaint; Demand for Jury Trial	905
Answer to Plaintiffs’ First Amended Complaint (Guard-Line, Inc.).....	951
Answer of Metropolitan Life Insurance Company to Plaintiffs’ Complaint.....	963
Answer of Defendant Hill Brothers Chemical Company	1027
Answer and Demand for Jury Trial (IMO Industries).....	1049
CBS/VIACOM/Westinghouse’s Answer to Plaintiffs’ Amended Complaint.....	926
Clerk’s Certificate of Appeal, filed 5/2/08	1701
Complaint	87
Crane Co.’s Answer to Complaint.....	577

	<u>Page</u>
Defendant Kelly-Morse Paint Company, Inc.'s Answer	316
Defendant Reliance Electric Company Misidentified as Reliance Electric Motor's Answer and Jury Demand.....	337
Defendant Henry Vogt Machine Co.'s Answer to Plaintiffs' Complaint.....	343
Defendant FMC Corporation's (Improperly Sued as FMC Corporation (Hamer) Answer to Plaintiffs' Complaint.....	356
Defendant Warren Pumps, Inc.'s Answer to Plaintiffs' Complaint	370
Defendant Rockwell Automation, Inc.'s Answer and Jury Demand	383
Defendant Shepard Niles, Inc.'s Answer to Plaintiffs' Complaint.....	489
Defendant A. W. Chesterson Company's Answer to Plaintiffs' Complaint	500
Defendant Nibco, Inc.'s Answer to Complaint and Demand for Jury Trial.....	511
Defendant Steel West's Answer and Demand for Jury Trial	549
Defendant Babbit Steam Specialty Co.'s Answer and Jury Demand.....	634
Defendant Alaskan Copper Works/ALCO Investment Company's Answer	691
Defendant Square D Company's Answer.....	739
Defendant Bullough Abatement Inc.'s Answer to Plaintiffs' Complaint.....	765
Defendant Oi's Answer	788
Defendant Henry Vogt Machine Co.'s Answer to Plaintiffs' Amended Complaint .	845
Defendant Warren Pumps, Inc.'s Answer to Plaintiffs' Amended Complaint.....	855
Defendant Nibco, Inc.'s Answer to Plaintiffs' First Amended Complaint	865
Defendant FMC Corporation's (Improperly Sued as FMC Corporation (Hamer) Answer to Plaintiffs' Amended Complaint	886
Defendant Garlock, Inc.'s Answer to Plaintiffs' Amended Complaint.....	955

	<u>Page</u>
Defendants Anchor Packing Company’s Answer to Plaintiffs’ Amended Complaint	959
Defendant Hill Brothers Chemical Company’s Answer to Plaintiffs’ First Amended Complaint	999
Defendant Fairbanks Morse Pump Corporation’s Answer to Plaintiffs’ Amended Complaint.....	995
Defendant Crown Cork & Seal Company, Inc.’s Answer to Plaintiffs’ Amended Complaint.....	1007
Defendant Bullough Abatement Inc.’s Amended Answer to Plaintiffs’ Complaint	1093
Defendants Ingersoll-Rand and Westinghouse’s Motion for Summary Judgment Against Wrongful Death Plaintiffs Stoor, Branch and Frasure	1110
Defendants Ingersoll-Rand and Westinghouse’s Statement of Undisputed Facts in Support of Motion for Summary Judgment Against Stoor.....	1118
Defendants Ingersoll-Rand and Westinghouse’s Statement of Undisputed Facts in Support of Motion for Summary Judgment Against Branch.....	1128
Defendants Ingersoll-Rand and Westinghouse’s Statement of Undisputed Facts in Support of Motion for Summary Judgment Against Frasure.....	1137
Defendants Ingersoll-Rand and Westinghouse’s Memorandum in Support of Motion for Summary Judgment Against Wrongful Death Plaintiffs Stoor, Branch and Frasure	1145
Defendant Sterling Fluid Systems (USA), LLC’s Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Joinder in Defendant Ingersoll-Rand’s and Defendant Westinghouse’s Motions for Summary Judgment	1433
Defendant Sterling Fluid Systems (USA), LLC’s Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Motion for Reconsideration	1482
Defendant Sterling Fluid Systems (USA) LLC’s Memorandum in Support of Motion for Reconsideration	1491
Defendants Ingersoll-Rand and Westinghouse’s Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(e)	1531
Defendants Ingersoll-Rand and Westinghouse’s Memorandum in Support of Their Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(b).....	1538

	<u>Page</u>
Defendants' Joinder in Defendants Westinghouse's and Ingersoll-Rand's Motion for Permissive Appeal	1551
Defendants Ingersoll-Rand and Westinghouse's Joinder in Defendant's Sterling Fluid Systems (USA), LLC, Warren Pumps, Inc.'s and Henry Vogt Machine Co.'s Motion for Reconsideration	1589
Defendants Ingersoll-Rand and Westinghouse's Reply in Support of their Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(b)	1603
Defendant Sterling Fluid Systems (USA) LLC's Reply in Support of of Motion for Reconsideration	1614
Defendant Nibco, Inc.'s Memorandum of Costs	1681
First Amended Complaint	837
Honeywell, Inc.'s Answer to Complaint	720
Honeywell, Inc.'s Answer to Plaintiffs' First Amended Complaint	1019
Ingersoll-Rand Company's Answer to Plaintiffs' Amended Complaint.....	919
Ingersoll-Rand Company's Memorandum of Costs	1670
Judgment, filed 4/23/08	1697
Judgment, filed 6/19/08	1720
Memorandum Decision and Order, filed 5/18/07	1059
Memorandum Decision and Order, filed 1/28/08.....	1475
Memorandum Decision and Order, filed 3/18/08.....	1641
Motion for Expedited Hearing on Defendants Ingersoll-Rand and Westinghouse's Motion for Permissive Appeal Pursuant to Idaho Appellate Rule 12(b)	1560
Notice of Appeal, filed 4/21/08	1690

	<u>Page</u>
Order of Dismissal of Defendant Pilkington North America, Inc.	669
Order of Dismissal of Defendant Union Carbide Corporation.....	716
Order Granting Expedited Hearing on Defendant Ingersoll-Rand and Westinghouse’s Motion for Permissive Appeal Pursuant to IRA 12(b), filed 2/14/08	1596
Order Amending Title, filed 5/7/08	1718
Order Conditionally Consolidating Appeals, filed 6/24/08.....	1724
Order, filed 6/24/08	1728
Order Granting Motion to Dismiss Respondent Nibco, Inc.s Amended Title in this Appeal, filed 7/2/08.....	1730
Order Granting Motion for Delegation of Jurisdiction to the District Court, filed 7/2/08.....	1732
Order Dismissing Respondent Guard-Line Inc. and Amending Title, filed 9/4/08 ..	1734
Order Granting Motions to Dismiss Respondent(s) and Amending Title, filed 10/20/08	1736
Plaintiffs’ Response to Defendants Ingersoll-Rand and Westinghouse’s Motion for Summary Judgment against Wrongful Death Plaintiffs Stoor, Branch and Frasure	1443
Plaintiffs’ Response to Defendant Sterling Fluid Systems (USA) LLC’s Motion for Reconsideration	1569
Plaintiffs’ Response in Opposition to Defendants Ingersoll-Rand and Westinghouse’s Motion for Permissive Appeal	1585
Register of Actions	25
Reply Brief of Defendants Ingersoll-Rand and Westinghouse’s in Support of Motion for Summary Judgment Against Wrongful Death Plaintiffs Robert Branch, William D. Frasure and John D. Stoor	1454

	<u>Page</u>
Respondents' Ingersoll-Rand and Westinghouse's Request for Additional Reporter's Transcript and Clerk's Record.....	1706
Union Pacific Railroad Company's Answer and Reliance upon Plaintiffs' upon Plaintiffs' Jury Demand.....	489
Union Pacific Railroad Company's Answer to First Amended Complaint and Reliance upon Plaintiffs' Jury Demand	938
Westinghouse Motion of Costs.....	1659

COLORED SHEET OF PAPER

JOHN D. ADAMSON VS. FMC CORPORTION, ET AL
DISTRICT COURT CASE NO: CV-2006-3166-OC

Affidavit of Donald F. Carey in Support of Motion for Summary Judgment	2122
Affidavit of Ben Ritchie	2161
Amended Judgment, filed 10/2/08.....	2613
Answer of Rupert Iron Works, Inc.	1784
Answer of Defenanant Sterling Fluid Systems (USA), LLC (Improperly Sued as Sterling Fluid Systems (Peerless Pumps).....	1793
Answer and Demand for Jury Trial of Defendant Eaton Electrical, Inc. (formerly known as "Cutler" Hammer, Inc.).....	1806
Answer and Jury Demand (Reliance Electric Motors)	1837
Answer and Jury Demand (Advanced Industrial Supply, Inc. f/h/a Pocatello Supply Inc. (hereinafter "AIS")).....	1918

	<u>Page</u>
Answer and Demand for Jury Trial of P & H Mining Equipment, Inc. f/k/a Harnischfeger Corporation (incorrectly named as P & H Cranes).....	1946
Answer of Defendant Flowserve Corporation (f/k/a Durco International, Inc.)	1958
Answer of Defendant Eucsson, Inc. as Successor in Interest to the Anaconda Wire and Cable Company.....	1982
Answer of Defendant Bechtel, Inc.	1993
Answer and Demand for Jury Trial (Fairbanks Morse Pump Corporation).....	2059
Answer of Defendant Henry Vogt Machine, Co.	2070
Certificate of Clerk to Original Exhibits	2638
Certificate of Service	2639
Clerk’s Certificate of Appeal, filed 11/14/08	2632
Clerk’s Certificate.....	2637
Complaint	1751
Crane Co.’s Answer to Complaint.....	1888
Defendant Square D. Company’s Answer.....	1843
Defendant American Optical Corporation’s Answer and Jury Demand	1862
Defendant Alaskan Copper Works/ALCO Investment Company’s Answer	1870
Defendant Gould Electronics, Inc.’s Answer and Jury Trial.....	2033
Defendant Johnston Pump Company’s Answer and Jury Demand.....	2082
Defendant Sterling Fluid Systems (USA) LLC’s (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Motion for Summary Judgment	2134

	<u>Page</u>
Defendant Sterling Fluid Systems (USA) LLC's (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Memorandum in Support of Motion for Summary Judgment	2142
Defendant Crane Co. and Honeywell, Inc.'s Joinder in Sterling Fluid System's Motion for Summary Judgment	2295
Defendant Crane Co. and Honeywell, Inc.'s Joinder in Bechtel's Motion For Summary Judgment.....	2299
Defendant Fairbanks Morse Pump Corporations' Joinder in Defendant Bechtel, Inc.'s and Defendant Sterling Fluid System's (USA) LLC's Motions for Summary Judgment.....	2301
Defendant Sterling Fluid Systems (USA) LLC's (Improperly Sued as Sterling Fluid Systems (Peerless pumps) Joinder in Defendant Bechtel, Inc.'s Motion for Summary Judgment	2305
Defendant Henry Vogt Machine Co.'s Joinder in Defendant Bechtel, Inc.'s and Defendant Sterling Fluid Systems (USA) LLC's Motions for Summary Judgment	2312
Defendant Sterling Fluid Systems (USA) LLC's (Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Reply Memorandum in Support of Motion for Summary Judgment.....	2337
Defendant Parker-Hannifin's Joinder in Defendant Sterling Fluid Systems (USA) LLC's Improperly Sued as Sterling Fluid Systems (Peerless Pumps) Motion for Summary Judgments	2365
Defendant Sterling LFluid Systems (USA) LLC's Supplemental Brief Regarding: Condition Precedent Rule	2379
Defendant Sterling Fluid Systems (USA) LLC's Response to Plaintiff's Motion for Reconsideration.....	2526
Defendant Sterling Fluid Systems (USA) LLC's Response to Plaintiff's September 19 th Motion for Reconsideration.....	2555
Honeywell, Inc.'s Answer to Complaint	2090

	<u>Page</u>
Joinder of Defendant Paramount Supply Company in Defendant Sterling Fluid Systems (USA) LLC's Motion for Summary Judgment.....	2279(a)
Joinder in Motions for Summary Judgment by Defendant Ericason, Inc. as Successor in Interest to the Anaconda Wire and Cable Company	2290
Joinder of Defendant Flowserve Corporation (fka) Durco International, Inc.) in Defendant Sterling Fluid Systems (USA) LLC's Motion for Summary Judgment	2319
Judgment, filed 4/9/08	2495
Memorandum in Support of Motion for Summary Judgment.....	2113
Memorandum Decision and Order, filed 3/19/08.....	2434
Memorandum Decision and Order Granting Defendants' Motions for Reconsideration, filed 10/2/08.....	2479
Memorandum Decision and Order Denying Plaintiff's Motions for Reconsideration, filed 10/2/08.....	2598
Memorandum of Costs	2500
Motion for Summary Judgment.....	2107
Minute Entry and Order, filed 10/29/07	2323
Notice of Joinder by Eatons Electrical Inc. In: (i) Defendant Bethtel, Inc.'s Motion for Summary Judgment and, (ii) Defendant Sterling Fluid Systems (USA) LLC's Motion for Summary Judgment	2371
Notice of Supplemental Authority, filed 3/20/08	2452
Notice of Appeal, filed 10/31/08	2622
Order for Supplemental Briefs Regarding Supplemented Authority, filed 3/21/08....	2461
Order Granting Motion to Consolidate Appeals, filed 12/30/08	2635

	<u>Page</u>
Parker-Hannifin Corporation’s Answer to Plaintiff’s Complaint and Request for Jury Trial	2041
Plaintiff’s Response to Defendant Bechtel, Inc.’s Motion for Summary Judgment	2280
Plaintiff’s Supplemental Brief Regarding Defendants’ Precedent Rule	2417
Plaintiff’s Response to Defendant’s Notice of Supplemental Authority	2467
Plaintiff’s Motion for Reconsideration	2506
Plaintiff’s Motion for Reconsideration	2546
Plaintiff’s Objection and Response to Defendant Sterling Fluid Systems (USA) LLC’s Motion for Summary Judgment.....	2322(a)
Register of Actions	1738
Supplemental Brief in Further Support of Motion for Summary Judgment.....	2337

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765

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*(Motions for limited admission filed 01/19/07)

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, et al., Plaintiffs,	:	DEFENDANT BULLOUGH
	:	ABATEMENT INC.'S ANSWER TO
	:	PLAINTIFFS' COMPLAINT
vs.	:	
	:	
	:	
BULLOUGH ABATEMENT, INC. et al.,	:	Case No. CV-2006- ²⁴⁷⁴ 2475 -PI
Defendant.	:	
	:	
	:	

Comes now Defendant Bullough Abatement, Inc., ("Bullough") through counsel and answers plaintiffs' complaint as follows:

765

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FIRST DEFENSE

1. Plaintiffs' complaint fails to state any claim(s) against Bullough upon which relief may be granted.

166
2. Defendant Bullough Lacks knowledge sufficient to answer many of plaintiffs' allegations, to the extent such allegations are directed at defendants other than Bullough. To the best of its knowledge and belief, Bullough answers plaintiffs' numbered allegations as follows, and all allegations not specifically addressed are denied:

SECOND DEFENSE

(Answering numbered paragraphs in Complaint)

1. Bullough was a Utah corporation, dissolved in 1992, engaged in the industrial and commercial insulation business, and eventually in the asbestos abatement business. Bullough had some customers in Idaho. Bullough denies the balance of paragraph 1 for lack of knowledge sufficient to form a belief.

2-9. Paragraphs 2-9 are not directed to Bullough, and are denied for lack of knowledge.

10. See answer to paragraph 1. Additionally, Bullough , as a defunct corporation, denies jurisdiction of Idaho courts, subject to research of Idaho law. Bullough denies that it may be served with process at the Murray address listed in paragraph 10. Bullough is served via the Utah department of Commerce.

11-63. Paragraphs 11-63 are not directed toward Bullough, and are denied for lack of knowledge.

64. See Bullough answer to paragraphs 1 and 10, incorporated herein by reference.

65. Denied

66. Denied. The last phrase of paragraph 66, addressing joint and several liability, consists of legal argument or conclusion, and in any event, is also denied.

67. Denied. Plaintiffs' invocation of the doctrine of joint and several liability consists of legal argument or conclusion, and in any event is denied.

68. To the extent paragraph 68 states any factual allegations, such allegations are denied. In paragraph 68, plaintiffs' appear to state legal positions regarding other entities, not named in their complaint, who may be responsible for plaintiffs' alleged asbestos-related illness. Defendant Bullough specifically reserves its prerogative, to the full extent permitted by Idaho law, to apportion fault among all entities named in paragraph 68, including any claims, to the extent permitted by Idaho law, that Bullough's entire fault, if any, be assigned to said entities, plaintiffs' disclaimers notwithstanding. Bullough specifically reserves, to the extent permitted by applicable state and federal law, each and every defense, jurisdictional, procedural, and substantive, which plaintiffs' purport to overcome by their averments in paragraph 68.

768
69. Denied for lack of knowledge sufficient to form a belief; however, to the extent any identifiable or unidentifiable entities appear, via discovery, to bear fault for plaintiffs' alleged injuries, Bullough reserves its prerogative, to the extent permitted by applicable law, to apportion or transfer fault to all such entities or "Defendants."

70. Paragraph 70 contains legal conclusions. To the extent it alleges facts, such allegations are denied for lack of knowledge sufficient to form a belief. Bullough reserves every jurisdictional and substantive defense available under applicable state and federal law to the extent discovery supports the same.

71. Bullough's answers to paragraphs 1-70 are incorporated herein.

72. Denied

73. Denied

74. Denied

a. Denied

b. Denied

c. Denied

d. Denied

e. Denied

f. Denied

g. Denied

h. Denied

i. Denied

75. Denied. For a lack of knowledge sufficient to form a belief.

76. Denied

77. Denied

78. Denied

79. Bullough's answers to paragraphs 1-78 are incorporated herein.

80. Denied

81. Denied

82. Denied

83. Denied

84. Denied for lack of knowledge sufficient to form a belief.

85. Denied for lack of knowledge sufficient to form a belief.

86. Paragraph 86 appears to consist largely of legal argument and conclusions.

To the extent facts are alleged, Bullough denies same.

87. Denied

88. Denied

89. Bullough answers to paragraphs 1-88 are incorporated herein.

90. Denied

91. Denied

92. Denied

93. Denied

94. Bullough's answers are incorporated herein.

770
95. Bullough does not understand the term "offensive acts" and in any event, denies paragraph 95 in its entirety, along with the unnumbered paragraph that follows paragraph 95.

96. Denied

97. Denied

98. Denied

a. Denied

b. Denied

i. Denied

ii. Denied

iii. Denied

c. Denied

99. Denied

100. Denied

101. Denied

102. Paragraph 102 does not appear directed towards Bullough. In any event, Bullough denies the allegations of paragraph 102 for lack of knowledge or information sufficient to form a belief.

103. See response to paragraph 102, incorporated herein.

104. See response to paragraph 102, incorporated herein.

105. Bullough's answers to paragraphs 1-104 are incorporated herein.

106. Paragraph 106 does not appear directed towards Bullough. In any event, Bullough denies the allegations of paragraph 106, including subparagraphs a, b, c, for lack of knowledge or information sufficient to form a belief.

107. Paragraph 106 does not appear directed towards Bullough. In any event, Bullough denies the allegations of paragraph 107 for lack of knowledge of information sufficient to form a belief.

108-111. Paragraphs 108-111 do not appear directed towards Bullough. In any event, Bullough denies the allegations of paragraphs 108-111 for lack of knowledge or information sufficient to form a belief.

112. Bullough's answers to paragraphs 1-111 are incorporated herein.

113. Paragraph 113 and subparagraphs (a) through (l) do not appear directed to Bullough, which does not understand itself to be a "premise defendant" in this lawsuit. In any event, Bullough denies the allegations of paragraph 113 and its subparagraphs, for

lack of knowledge or information sufficient to form a belief.

114. See Bullough's response to paragraph 113 and its subparagraphs. The un-numbered paragraph beginning "WHEREFORE" containing subparts (a) through (m) appear to be a mixture of prayers for relief, factual allegations, and legal conclusions. In any event, Bullough denies the entirety of this section of the complaint and all its subparts.

115. Bullough's answers to paragraphs 1-114 are incorporated herein.

116-122. Paragraphs 116-122 do not appear to be directed to Bullough. In any event, Bullough denies the allegations of paragraph 116-122 for lack of knowledge or information sufficient to form a belief.

123-125. Paragraph 123-125 of the complaint do not appear directed towards Bullough. In any event, Bullough denies the allegations of paragraph 123-125 for lack of knowledge or information sufficient to form a belief.

THIRD DEFENSE

Any factual or legal injury resulting in loss of consortium is barred.

FOURTH DEFENSE

Bullough denies being a successor in interest or the mere continuation of any prior corporation for purposes of attaching liability for the acts or failure to act of any independent or pre-existing corporate entity alleged to have caused injury to the Plaintiff(s).

FIFTH DEFENSE

This Court lacks subject matter jurisdiction.

SIXTH DEFENSE

743
Plaintiff(s) did not reasonably rely on any alleged act, failure to disclose, or failure to act by Bullough.

SEVENTH DEFENSE

The fault of all parties, including the Plaintiff(s) and persons not named as parties, should be compared for allocation of fault as provided by law.

EIGHTH DEFENSE

Plaintiff(s) plead insufficient facts to identify the specifics of their claim against Bullough. Bullough reserves all defenses of applicable statutes of limitation and statute of repose. Additionally, Bullough reserves all statutes of limitations and of repose in effect at the time and place of exposure of the Plaintiff(s) to asbestos as may be determined through discovery.

NINTH DEFENSE

To the extent Plaintiff(s) knew or should have known of the potential adverse health effects of asbestos and yet elected to continue such exposure as may have occurred, such election constitutes an assumption of the risk, waiver, or an estoppel of the claims made.

TENTH DEFENSE

To the extent applicable, Plaintiff(s)' claims are barred by the exclusive remedy provisions of the Workers Compensation Act.

ELEVENTH DEFENSE

The doctrine of laches bars the Plaintiff(s)' claims made.

TWELFTH DEFENSE

Bullough alleges, based upon information and belief, that the products in question were improperly maintained and used and/or abused and that such improper maintenance and use and/or abuse were the proximate cause of Plaintiff(s)' alleged injuries, damages, and illness.

THIRTEENTH DEFENSE

Any alleged warranty made by Bullough for any product Plaintiff(s)' allege caused injury was not applicable in law or in fact to the Plaintiff(s) or is limited solely to the terms of any express warranty.

FOURTEENTH DEFENSE

Bullough reserves the defense of personal jurisdiction and subject matter jurisdiction where Plaintiff(s) have not identified the date, time and place of exposure of any product supplied by Bullough which is alleged to have caused injury.

774

FIFTEENTH DEFENSE

275
To the extent Plaintiff(s)' claim injury from an alleged product of Bullough at a time and location in which now existing legal doctrines of liability did not exist, Plaintiff(s) have no claim.

SIXTEENTH DEFENSE

Bullough denies making any false representation to the Plaintiff(s) and to the extent any identified statement was in error of fact, those statements were not material nor did Plaintiff(s) rely upon them.

SEVENTEENTH DEFENSE

Plaintiff(s) have alleged a concerted conspiracy by some Defendants to withhold from general knowledge accurate information of the health effects of asbestos. To the extent such conspiracy is proven to be true, Bullough was also the victim of such conspiracy and is thereby relieved in equity from legal doctrines, such as strict liability, which might otherwise be used to create liability of for Bullough.

EIGHTEENTH DEFENSE

Plaintiff(s)' damages should be reduced to the extent Plaintiff(s) failed to mitigate the same.

NINETEENTH DEFENSE

Plaintiff(s)' claim for breach of warranty is barred to the extent that Plaintiff(s) seek

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776

To the extent Plaintiff(s) may claim injury because of an exposure to a product allegedly produced or supplied by Bullough the manufacture, sale and labeling of such product is licensed and permitted by applicable federal and state laws.

TWENTY SECOND DEFENSE

Should Plaintiff(s) establish injury because of exposure to a product allegedly produced or supplied by Bullough, such product conformed to all applicable states, regulations, and industry standards based upon the state of knowledge and art existing at the time of such exposure.

TWENTY FIRST DEFENSE

To the extent Plaintiff(s) suffered injuries from the use of a product allegedly produced or supplied by Bullough Plaintiff's claims are barred to the extent the injuries were solely caused by unreasonable, unforeseeable, and inappropriate purposes and use which Plaintiff(s) made of the product including the failure to follow any specific instructions on labels.

TWENTIEH DEFENSE

recovery for breach of a warranty that was not expressly printed on the label or in supporting literature supplied with any product allegedly produced or supplied by Bullough.

776

777

TWENTY THIRD DEFENSE

To the extent the court applies a duty to Bullough concerning any product alleged to have caused harm to the Plaintiff(s), including doctrines of strict liability, the benefit of the products outweigh the risks of any danger inherent in the product so as to bar application of doctrines of strict liability or duty beyond mere negligence.

TWENTY FOURTH DEFENSE

To the extent Plaintiff(s) or others modified, altered or changed any product allegedly produced or supplied by Bullough alleged to have caused injury to the Plaintiff(s), such modifications constitute a superseding cause which would relieve Bullough of any liability.

TWENTY FIFTH DEFENSE

To the extent that Plaintiff(s)' own person had unusual physical characteristics, including allergies, beyond those reasonably foreseen to exist in the general population and such characteristics caused Plaintiff(s)' injury, Bullough had no duty to guard against such characteristic.

TWENTY SIXTH DEFENSE

To the extent Plaintiff(s) may show that a product allegedly produced or supplied by Bullough factually caused injury but such use of the product leading to the injury was by a sophisticated user or intermediary, such use relieves Bullough of any duty toward

724
these Plaintiff(s) including any duty to independently warn the Plaintiff(s) of risks associated with the product.

TWENTY SEVENTH DEFENSE

To the extent Plaintiff(s) have failed to exhaust any legal or administrative remedies prior to bringing this action, the action is barred.

TWENTY EIGHTH DEFENSE

To the extent that Plaintiff(s) were injured by any product allegedly manufactured by Bullough, such product was in compliance with the state of knowledge and the state of the art concerning such products at the time of the alleged injury and any harm was not reasonably foreseeable.

TWENTY NINTH DEFENSE

Bullough was not engaged in any ultra hazardous activity or in the manufacture, formulation, packaging, labeling, distribution or sale of any product for which liability under any legal doctrine would attach.

THIRTIETH DEFENSE

To the extent Plaintiff(s) seek to assert a claim for trespass, no trespass resulting in injury to the Plaintiff(s) occurred either because Plaintiff(s) gave specific or implied consent to exposure of any product allegedly produced or supplied by Bullough or because no trespass of land or property occurred.

779

THIRTY FIRST DEFENSE

Punitive damages against Bullough are not warranted in law or in fact. To the extent Plaintiff(s) seek punitive damages in excess of amounts allowed under the Fourteenth Amendment to the United States Constitution, under the Eighth Amendment to the United States Constitution, and under the Constitution of the State of Idaho, such damages are unconstitutional and may not be awarded. Furthermore, Plaintiffs' pleadings fail to state a proper claim for punitive damages until Plaintiffs comply with I.C. § 6-1604 and obtain an Order in compliance with that section.

THIRTY SECOND DEFENSE

Doctrines of res judicata and collateral estoppel, along with the Primary Right Doctrine bar this action. To the extent Plaintiff(s) have shown to have been exposed to any product allegedly produced or supplied by Bullough while Plaintiff(s) acted as an independent contractor, Bullough had no duty to the Plaintiff(s) caused by any condition or danger which was or should have been obvious to Plaintiff(s).

THIRTY THIRD DEFENSE

Plaintiff(s)' claims are barred by applicable statutes of limitation both in the State of Idaho and/or any other applicable state or jurisdiction.

THIRTY FOURTH DEFENSE

Bullough is entitled to an offset for any potential damages awarded Plaintiff(s) for

payments made to Plaintiff(s) by other co-defendants or third parties relating to the alleged injuries, damages and/or disease of Plaintiff(s).

THIRTY FIFTH DEFENSE

To the extent discovery in this action will support any additional affirmative defenses under Idaho law, Bullough asserts such defenses and specifically alleges those and any other matters constituting avoidance or affirmative defenses.

THIRTY SIXTH DEFENSE

Bullough incorporates by reference and alleges all affirmative defenses asserted by the other Defendants in this action.

THIRTY SEVENTH DEFENSE

Plaintiff(s)' claims are barred by virtue of the fact that the products manufactured or distributed by Bullough conform to the state-of-the-art applicable to such products at the time of sale or manufacture.

THIRTY EIGHTH DEFENSE

Plaintiff(s)' claims should be dismissed or stayed for failure to join one or more necessary and indispensable parties.

THIRTY NINTH DEFENSE

If Plaintiff(s) used tobacco products, including but not limited to cigarettes, or was exposed to smoke from these products, such use or exposure was the proximate cause of Plaintiff(s)' alleged injury, damage and illness and of the damages claimed by the

781
Plaintiff(s), or such product and smoke contributed to the alleged injury, disease, and damage.

FORTIETH DEFENSE

Plaintiff(s)' alleged injuries, if any, were caused or contributed to by the failure of Plaintiff(s)' employers to provide Plaintiff(s) with a safe work place.

FORTY FIRST DEFENSE

Bullough hereby reserves the right to add additional affirmative defenses as discovery progresses.

FORTY SECOND DEFENSE

Bullough denies all cross-claims which have been asserted or which may be asserted against it in this matter and hereby incorporates the defenses in this Answer with regard to any and all cross-claims against it by any co-defendant.

FORTY THIRD DEFENSE

Bullough contends that the allegations of the Complaint are attempting to assert theories or liability based on concert of action, enterprise liability, market share liability or any similar theory of liability, and if applied by the court, would deny Bullough its rights to equal protection of law and due process of law as guaranteed by the Constitution of the United States and the Idaho Constitution.

FORTY FOURTH DEFENSE

782
It is affirmatively alleged that, to the extent that Plaintiff(s) have attempted to allege market share and/or enterprise and/or alternative liability and/or conspiracy and/or fraud and deceit and/or concealment and/or concert of action liability, Plaintiff(s) have not alleged causes of action upon which relief may be granted as against Bullough.

FORTY FIFTH DEFENSE

Service of process, including the Summons and Master Complaint, upon Bullough is defective and insufficient and this Court lacks jurisdiction over the person of Bullough.

FORTY-SIXTH DEFENSE

At all relevant times, Bullough was a passive supplier of insulation products that were manufactured by entities other than Bullough, and neither knew, or should have known, that certain of those products might be defective. Therefore, Bullough cannot be liable for harm allegedly caused to any plaintiff(s) by any of the alleged defects in those products.

WHEREFORE, Bullough asks this Court to enter judgment of no cause of action upon Plaintiffs' Complaint and to award Bullough its costs and attorney's fees incurred in defense of this action as may be appropriate in law and in fact.

783
DATED this 22 day of January, 2007.

COOPER AND LARSEN



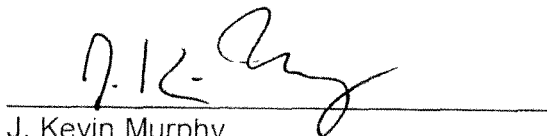
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DATED this 22 day of January, 2007.

KIPP AND CHRISTIAN, P.C.



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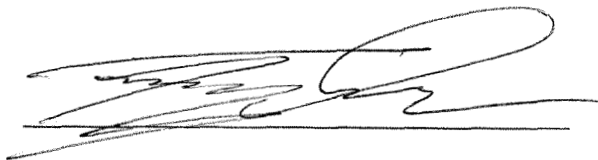
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Applying counsel for Defendant Bullough Abatement,
Inc.

784

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 22 day of January, 2006 I caused a true and correct copy of the foregoing **ANSWER OF DEFENDANT BULLOUGH ABATEMENT INC.** to be mailed by US Mail, postage prepaid, or sent via e-mail to the individuals listed on the Asbestos Attorney List (attached) current as of this date:

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

CERTIFICATE OF SERVICE

I hereby certify that on this 29th day of January, 2007, I caused a true and correct copy of the within and foregoing to be e-mailed and/or mailed, postage prepaid, to the following:

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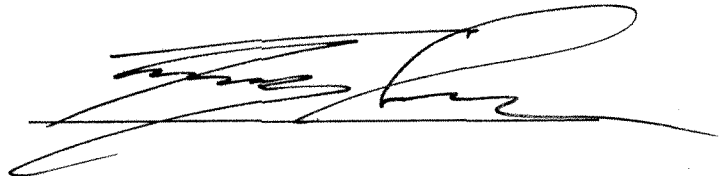
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788
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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

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ESTATE OF TED CASTORENA;
ALENE STOOR, individually and as spouse
and Personal Representative of the ESTATE
OF JOHN D. STOOR;
STEPHANIE BRANCH, individually and as
Personal Representative of the ESTATE OF
ROBERT BRANCH, JR.;
ROBERT L. HRONEK;
MARLENE KISLING, individually and as
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WILLIAM D. FRASURE;
NORMAN L. DAY,

Plaintiffs,

v.

GENERAL ELECTRIC, et al.,

Defendants.

Case No. CV-2006-2474-PI

DEFENDANT OI'S ANSWER

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Defendant OI, formerly known as Owens-Illinois, Inc, a foreign corporation, (hereinafter "Answering Defendant"), as its Answer to the Complaint of Plaintiff ("Plaintiff" herein referred to singularly or plurally, living or deceased, possessively and/or in any such capacity as may apply) herein, states and alleges as follows:

RESPONSES TO COMPLAINT

1. In response to paragraph 1 of the Complaint, Defendant admits that it is a foreign corporation. The remaining allegations contained in paragraph 1 of the Complaint call for a legal conclusion, and Answering Defendant refers all questions of law to the Court. To the extent a response is required of Answering Defendant, those allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

789
2-41. The allegations contained in paragraphs 2 through 41 of the Complaint pertain to defendants other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

42. In response to paragraph 42 of the Complaint, Answering Defendant admits that it was authorized to conduct business in the State of Idaho. Defendant may be served by delivering a Summons and Complaint for service of process to CT Corporation at company headquarters in Perrysville, OH.

43-63. The allegations contained in paragraphs 43-63 of the Complaint pertain to defendants other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

64. Answering Defendant admits that at certain times in the past, it manufactured, sold, or distributed some products that contained asbestos. Answering Defendant denies the remaining allegations contained in paragraph 64 of the Complaint.

65. Answering Defendant denies the allegations contained in paragraph 65 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries and diseases.

66. Answering Defendant denies the allegations contained in paragraph 66 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was

manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries and diseases.

67. Answering Defendant denies the allegations contained in paragraph 67 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

68. In response to paragraph 68 of the Complaint, the allegations call for a legal conclusion regarding potential parties, and Answering Defendant refers all questions of law to the Court. To the extent a response is required of Answering Defendant, those allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein. To the extent the plaintiff has claims against the bankrupt defendants, answering defendant is entitled to a set-off against any judgment entered against it for the monies plaintiff is eligible to receive from the 524(g)bankruptcy trusts. In the alternative, at the time of judgment, if one is entered against Answering Defendant, it is entitled to an assignment of plaintiff's claims against the bankrupt defendants.

69. The allegations contained in paragraph 69 of the Complaint pertain to defendants other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

70. The allegations contained in paragraph 70 of the Complaint call for a legal conclusion, and Answering Defendant refers all questions of law to the Court. To the extent a response is required of Answering Defendant, those allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

RESPONSES TO THE FIRST CAUSE OF ACTION - NEGLIGENCE

71. Answering Defendant adopts, realleges, and incorporates herein by reference its responses to all of the averments and allegations set forth in paragraphs 1 through 70 of the Complaint as if fully set forth herein.

72. Answering Defendant denies the allegations contained in paragraph 72 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged disease.

73. Answering Defendant denies the allegations contained in paragraph 73 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

74. Answering Defendant denies the allegations contained in paragraph 74 of the Complaint, including subparagraphs (a) through (i), insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries and disabilities.

75. Answering Defendant denies the allegations contained in paragraph 75 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

76. Answering Defendant denies the allegations contained in paragraph 76 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries.

77. Answering Defendant denies the allegations contained in paragraph 77 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

78. Answering Defendant denies the allegations contained in paragraph 78 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries and damages.

RESPONSES TO COUNT TWO

79. Answering Defendant adopts, realleges, and incorporates herein by reference its responses to all of the averments and allegations set forth in paragraphs 1 through 78 of the Complaint as if fully set forth herein.

80. Answering Defendant denies the allegations contained in paragraph 80 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

81. Answering Defendant denies the allegations contained in paragraph 81 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was

manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries.

82. Answering Defendant denies the allegations contained in paragraph 82 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

83. Answering Defendant denies the allegations contained in paragraph 83 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

84. Answering Defendant denies the allegations contained in paragraph 84 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

85. Answering Defendant denies the allegations contained in paragraph 85 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

86. Answering Defendant denies the allegations contained in paragraph 86 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

87. Answering Defendant denies the allegations contained in paragraph 87 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries.

88. Answering Defendant denies the allegations contained in paragraph 88 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged damages.

RESPONSES TO COUNT THREE

89. Answering Defendant adopts, realleges, and incorporates herein by reference its responses to all of the averments and allegations set forth in paragraphs 1 through 88 of the Complaint as if fully set forth herein.

90. Answering Defendant denies the allegations contained in paragraph 90 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

793
91. Answering Defendant denies the allegations contained in paragraph 91 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

92. Answering Defendant denies the allegations contained in paragraph 92 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries.

793
93. Answering Defendant denies the allegations contained in paragraph 93 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged damages.

RESPONSES TO COUNT FOUR

94. Answering Defendant adopts, realleges, and incorporates herein by reference its responses to all of the averments and allegations set forth in paragraphs 1 through 93 of the Complaint as if fully set forth herein.

95. Answering Defendant denies the allegations contained in paragraph 95 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

96. Answering Defendant denies the allegations contained in paragraph 96 of the Complaint insofar as the allegations pertain to this Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged damages.

97. Answering Defendant denies the allegations contained in paragraph 97 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries, diseases, and damages.

98. Answering Defendant denies the allegations contained in paragraph 98 of the Complaint, including subparagraphs (a) through (c), insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

99. Answering Defendant denies the allegations contained in paragraph 99 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

100. Answering Defendant denies the allegations contained in paragraph 100 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries, illnesses, disabilities, and damages.

101. Answering Defendant denies the allegations contained in paragraph 101 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged damages.

795
102. Answering Defendant denies the allegations contained in paragraph 102 of the Complaint insofar as the allegations pertain to this Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged damages.

103. Answering Defendant denies the allegations contained in paragraph 103 of the Complaint insofar as the allegations pertain to this Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged injuries.

104. Answering Defendant denies the allegations contained in paragraph 104 of the Complaint insofar as the allegations pertain to this Answering Defendant.

RESPONSES TO COUNT FIVE

105. Answering Defendant adopts, realleges, and incorporates herein by reference its responses to all of the averments and allegations set forth in paragraphs 1 through 104 of the Complaint as if fully set forth herein.

106. The allegations contained in paragraph 106 of the Complaint, including subparagraphs (a) through (c), pertain to a defendant other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

107. The allegations contained in paragraph 107 of the Complaint pertain to a defendant other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

108. The allegations contained in paragraph 108 of the Complaint pertain to a defendant other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To

the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

109. The allegations contained in paragraph 109 of the Complaint pertain to a defendant other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

110. The allegations contained in paragraph 110 of the Complaint pertain to a defendant other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

111. The allegations contained in paragraph 111 of the Complaint pertain to a defendant other than Answering Defendant, and, therefore, Answering Defendant has no duty to respond. To the extent any such duty exists, the allegations are denied for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

RESPONSES TO COUNT SIX

112. Answering Defendant adopts, realleges, and incorporates herein by reference its responses to all of the averments and allegations set forth in paragraphs 1 through 111 of the Complaint as if fully set forth herein.

113. Answering Defendant denies the allegations contained in paragraph 113 of the Complaint, including subparagraphs (a) through (1), insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant.

114. Answering Defendant denies the allegations contained in paragraph 114 of the Complaint insofar as the allegations pertain to this Answering Defendant or any product that was manufactured, sold, or distributed by Answering Defendant. Answering Defendant further denies that it caused or contributed to the Plaintiff's alleged damages.

115. Answering Defendant denies each and every allegation contained in the Complaint not specifically admitted herein.

116. Answering Defendant denies that the Plaintiff is entitled to the relief requested in the Prayer for Relief contained at the end of the Complaint and anywhere else so listed.

DEFENSES

1. Answering Defendant specifically denies that it mined, milled, processed, manufactured, supplied, distributed, marketed, or sold any products containing asbestos that are causally related to Plaintiffs alleged injuries.

2. The Plaintiff has failed to commence this action within the time required by the applicable statute of limitations.

3. Answering Defendant shows that Plaintiffs Complaint and each cause of action of the Complaint, either individually or jointly, fails to state a claim against this Defendant upon which relief can be granted.

4. Answering Defendant shows that the claims of Plaintiff, either in whole or in part, are barred by the applicable statute of limitations, the statute of repose, and laches.

5. Answering Defendant shows that venue is improper in this Court with respect to this Defendant.

6. Answering Defendant shows that this Court lacks jurisdiction over the person of this Defendant.

7. Answering Defendant shows that there has been an insufficiency of process and an insufficiency of service of process as to this Defendant.

8. Answering Defendant shows that the Complaint, and each cause of action of the Complaint, either individually or jointly, is barred by waiver and estoppel.

9. Answering Defendant shows that it has not engaged in any activity that has damaged the Plaintiff in any manner, nor has it breached any duty owed to Plaintiff and, therefore, Plaintiff is not entitled to recover from this Defendant.

10. Answering Defendant shows that to the extent Plaintiffs alleged injuries resulted from the actions of Plaintiffs respective fellow servants, Plaintiff is not entitled to recover from Answering Defendant.

11. Answering Defendant shows that the Complaint should be dismissed for failure to add an indispensable party.

12. Answering Defendant shows that Plaintiff assumed the risk of any damage or injury Plaintiff may have received as a result of the incidents described in the Complaint, and, therefore, Plaintiff is not entitled to recover.

13. Answering Defendant shows that if Plaintiff has sustained any injury or damage, such injury or damage was due to the careless and negligent acts of Plaintiff, which, combined with any

negligent acts on the part of Answering Defendant (said negligent acts being specifically denied by Answering Defendant) or third parties for whom Answering Defendant is not responsible, to proximately cause said injury or damage, if any, and, therefore, Plaintiff is not entitled to recover from Answering Defendant.

14. Answering Defendant shows that the Plaintiff failed to exercise ordinary care for Plaintiffs own protection, or was otherwise contributorily and/or comparatively negligent, and such failure occasioned some or all of the alleged injury and damage to Plaintiff, if any.

15. Answering Defendant shows that the negligence of the Plaintiff equaled or exceeded any negligence on the part of Answering Defendant (said negligence being specifically denied), and, therefore, Plaintiff is not entitled to recover from Answering Defendant.

16. Answering Defendant shows that Plaintiff or others have failed to take adequate steps and precautions for the safe use of the materials described in the Complaint, said failure being the proximate cause of Plaintiffs damages, if any, and, therefore, Plaintiff is not entitled to recover.

17. Answering Defendant shows that the injuries and damages complained of by Plaintiff were the result of actions or omissions by a third-party or parties for whom Answering Defendant is not responsible, and, therefore, Plaintiff is not entitled to recover from Answering Defendant.

18. Answering Defendant shows that if Plaintiff has released, settled, entered into an accord and satisfaction, or otherwise compromised Plaintiffs claims herein, then, accordingly, said claims are barred by payment, accord and satisfaction, arbitration and award, release, and *res judicata*; alternatively, Answering Defendant shows that if Plaintiff has accepted compensation in partial settlement of Plaintiffs claims, then Answering Defendant is entitled to a set-off in said amount.

19. Answering Defendant pleads that it is immune from civil liability of any form or nature in this matter under Idaho's workers' compensation law if Plaintiff was an employee of defendant during the period of alleged exposure. The said workers' compensation law provides Workers' Compensation benefits for the disability of an employee if such resulted from injury or occupational disease incurred or sustained in the course of employment as an exclusive remedy.

20. Answering Defendant shows that no discovery has been conducted to date in the above-captioned civil action, and it is unknown at this time which, if any, products manufactured and sold by Answering Defendant give rise to Plaintiffs claims herein. Answering Defendant further shows that should the discovery process reveal any products manufactured and sold by Answering Defendant, giving rise to Plaintiffs claims that were designed and manufactured pursuant to and in

accordance with the standards of, or specifications mandated by, the United States Government and its agencies, the knowledge of the United States Government and its agencies of any possible health hazards from use of such products was equal or superior to that of Answering Defendant, and by reason thereof Answering Defendant is entitled to assume any immunity from liability that exists in favor of the United States Government or its agencies.

21. Answering Defendant shows that it has not engaged in any activity that would entitle the Plaintiff to punitive or exemplary damages.

22. Answering Defendant shows that Plaintiffs claim for punitive damages is barred by the Fifth, Eighth, and Fourteenth Amendments to the United States Constitution.

23. Answering Defendant shows that any exposure of Plaintiff to asbestos-containing products for which Answering Defendant is alleged to be liable was so minimal as to be insufficient to establish a reasonable degree of certainty or probability that the injuries and damages complained of resulted from any exposure to, or defects from, said products.

24. Answering Defendant shows that there was no privity of contract between Plaintiff and Answering Defendant, and Plaintiff may not rely upon any warranties that may have been implied or imposed by law upon Answering Defendant, and Answering Defendant affirmatively alleges that it breached no warranty.

25. Answering Defendant shows that it has breached neither express nor implied warranties.

26. Answering Defendant shows that any oral warranties upon which Plaintiff allegedly relied are unavailable as violative of the provisions of the applicable Statute of Frauds.

27. Answering Defendant shows that to the extent that Plaintiff sustained injuries from the use of a product alleged to contain asbestos, which is denied, parties not under the control of Answering Defendant misused, abused, misapplied, and otherwise mishandled the product alleged to be asbestos material, and, therefore, Answering Defendant is not liable for injuries resulting from such conduct.

28. Answering Defendant shows that some or all of the asbestos products alleged in the Complaint do not constitute products within the meaning and scope of the laws of the State of Idaho, and, therefore, the complaint fails to state a cause of action in strict liability.

29. Answering Defendant shows that some of Plaintiffs claims for damages have not accrued, are purely speculative, uncertain, and contingent, and, therefore, Plaintiff is not entitled to recover said damages.

30. Answering Defendant shows that no implied warranties, including the warranties of merchantability and fitness for a particular purpose, became a part of the basis of the bargain in the sale by Answering Defendant.

31. Answering Defendant shows that the damages alleged in the complaint are not recoverable under an express warranty theory.

32. Answering Defendant shows that no notice of any alleged breaches of warranty were ever forwarded to Answering Defendant pursuant to the applicable provision of the Uniform Commercial Code.

799
33. Answering Defendant shows that all defenses that may have been or will be asserted by other defendants and/or any third-party defendants in this action are adopted and incorporated by reference as if fully set forth at length herein as defenses to Plaintiffs Complaint. In addition, Answering Defendant will rely upon any and all other further defenses that become available or appear during discovery proceedings in this action, and hereby specifically reserves the right to amend its Answer for the purposes of asserting any such additional affirmative defenses.

34. Answering Defendant denies that it gave, made, or otherwise extended any warranties, whether express or implied, upon which Plaintiff had a right to rely.

35. Answering Defendant is not guilty of negligence, whether by act of commission or act of omission.

36. To the extent that the allegations of the Complaint may be directed or related to Answering Defendant, it states that any substance, product, or equipment allegedly produced, manufactured, processed, sold, supplied, and/or distributed by Answering Defendant was not used for the purpose for which it was intended, and/or was misused by the Plaintiff.

37. As the Plaintiff is unable to identify the manufacturers of the substance, product, or equipment that allegedly caused injury, Plaintiff fails to state a claim upon which relief can be granted, since, if such relief were granted, it would deprive Answering Defendant of its constitutional rights to substantive and procedural due process of law and equal protection under the law as guaranteed by the Fourteenth Amendment to the United States Constitution and by the Idaho Constitution.

38. The causes of action asserted herein by the Plaintiff, who admittedly is unable to identify the manufacturer(s) of the alleged injury-causing product(s), fail to state a claim upon which relief can be granted, in that, Plaintiff has asserted claims for relief which, if granted, would constitute a taking of private property for public use, without just compensation. Such a taking

would contravene Answering Defendant's constitutional rights as preserved for it by the Fourteenth Amendment to the Constitution of the United States and by the Idaho Constitution.

39. Plaintiffs employers and others knew or should have known of the risk alleged, and were negligent and careless in, among other things, failing to provide Plaintiff with a safe work environment, and in misusing Answering Defendant's products. Such conduct was the sale proximate cause, or preponderating cause, or an intervening or superseding cause, of any alleged injury, damage, or loss to the Plaintiff, and, therefore, precludes the Plaintiff from obtaining any recovery against Answering Defendant. Alternatively, any recovery that Plaintiff may be entitled to obtain against Answering Defendant must be reduced by that amount of damages attributable to the acts and/or omissions of Plaintiffs employers and/or others as set forth herein.

40. The state of the medical, scientific and industrial knowledge, art, and practice was at all material times such that Answering Defendant neither breached any alleged duty to the Plaintiff, nor knew or could have known, that its products presented a foreseeable risk of harm to the Plaintiff in connection with the normal and expected use of such products.

41. Answering Defendant fully complied with all applicable governmental laws, regulations, and standards regarding the manufacturer, sale, or distribution of products to which the Plaintiff alleges exposure; Answering Defendant has fully complied with all applicable governmental laws, regulations, and standards regarding packaging and labeling of said products, including but not limited to, labeling and publishing of cautionary instructions pertaining to the use of said products.

42. If the Plaintiff alleges he was exposed to asbestos from a government specified product manufactured, sold, supplied, or distributed by Answering Defendant, then Plaintiff's claims are barred by the governmental contractor defense. At all times relevant hereto, Answering Defendant relied upon and complied with the standards and/or specifications of the United States Government or other governmental entities regarding the composition of any products specified by or sold, supplied, or distributed to the United States Government.

43. Answering Defendant shows that the claims alleged in the Complaint are barred by Plaintiffs failure to take reasonable steps to avoid or otherwise mitigate the claimed damages, expenditures, and costs.

44. Answering Defendant denies any and all liability to the extent that Plaintiff asserts Answering Defendant's alleged liability as a successor, successor in business, successor in product line, or a position thereof; assignee, predecessor, predecessor in business, predecessor in product

line, or a portion thereof; parent, alter ego, subsidiary, wholly or partially owned by, or the whole or partial owner of or member of an entity.

45. Answering Defendant shows that it was under no legal duty to warn Plaintiff of the hazards, if any, associated with the use of products containing asbestos. Answering Defendant further shows that the purchasers of said products, Plaintiff's employers, his unions, or certain third parties yet to be identified, were knowledgeable and sophisticated users, and were in a better position to warn Plaintiff of the risks associated with using products containing asbestos; and, assuming, without admitting that a warning was required, it was the failure of such persons or entities to give such a warning that was the proximate and superseding cause of Plaintiff's damages, if any.

46. Answering Defendant shows that the apparent benefits of the products containing asbestos, if any, for which it had legal responsibility, outweighed the apparent risks, given the scientific knowledge available when the product was marketed.

47. Answering Defendant shows that there was no concert of action between Answering Defendant and any other defendants herein; therefore, the defendants are not joint tortfeasors, and Answering Defendant may not be held jointly and severally liable with the other defendants.

48. Answering Defendant shows that its liability, if any, in this matter is extremely minor relative to the liability of various third parties, and, therefore, the damages, if any, assessed against it should be proportionate to the degree, nature, and extent of its fault.

49. Answering Defendant shows that no conduct by or attributable to it was the cause in fact, the proximate cause or a substantial factor in bringing about the damages, if any, suffered by Plaintiff.

50. Plaintiff's claims for punitive damages, if any, are barred and/or limited by Idaho Code § 6-1604.

51. To the extent Plaintiff failed to observe an obvious defective condition, Plaintiff's recovery, if any, against Defendant must be reduced.

52. The percentage or proportion of fault attributable to Plaintiff, other Defendants, and to others, whether or not joined as parties herein, should be determined by separate special verdicts pursuant to Idaho law, thereby barring or diminishing any recovery against Answering Defendant.

53. To the extent this Answering Defendant is alleged to be a non-manufacturing seller of asbestos-containing products, Answering Defendant is entitled to immunity pursuant to Idaho Code § 6-1407.

54. To the extent Plaintiff, Plaintiff's employers, or other third parties modified or altered any product manufactured, sold, or distributed by Answering Defendant, Plaintiff's recovery against Answering Defendant must be reduced.

55. Because of the generality of the allegations in the Complaint, Answering Defendant reserves the right to amend its answer and affirmative defenses if investigation, discovery, and further information should warrant such amendment, and, further, to assert any applicable matters of law during the pendency of this action.

ATTORNEY FEES

56. Answering is entitled to reasonable costs and attorney fees incurred in the defense of this matter pursuant to I.C. §§ 12-120, 12-121, and I.R.C.P. 54.

DEMAND FOR JURY TRIAL

57. Answering Defendant hereby respectfully demands a trial by jury as to all issues in this matter pursuant to Rule 38(b), I.R.C.P.

PRAAYER FOR RELIEF

WHEREFORE, having fully answered the Complaint, Answering Defendant prays that its answer and defenses be inquired into, that judgment be entered in favor of Answering Defendant and against Plaintiff, that Answering Defendant be awarded its attorney fees and all costs of this action, and that this Court grant to Answering Defendant such other and further relief as this Court deems just and proper under the circumstances.

DATED THIS 30th day of January, 2007.

MERRILL & MERRILL, CHARTERED

By Thomas J. Lyons
Thomas J. Lyons
Attorneys for Owens Illinois, Inc.

CERTIFICATE OF SERVICE

I, Thomas J. Lyons, the undersigned, one of the attorneys for the Defendant, Owens Illinois, Inc., in the above-referenced matter, do hereby certify that a true, full and correct copy of the foregoing **Answer** was this 30th day of January, 2007, served upon the following persons as follows:

- U.S. Mail
- Hand Delivery
- Overnight mail
- Facsimile

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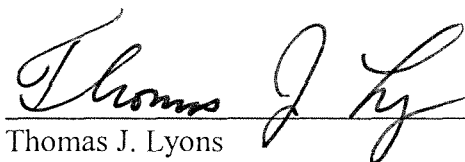
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Attorneys for Defendant
 Metropolitan Life Insurance Company

805

**IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK**

MILDRED CASTORENA, Individually)
 and as Spouse and Personal)
 Representative for the Estate of TED)
 CASTORENA;)
 ALENE STOOR, Individually and as)
 Spouse and Personal Representative for)
 the Estate of JOHN D. STOOR;)
 STEPHANIE BRANCH, Individually)
 and as Personal Representative for the)
 Estate of ROBERT BRANCH, JR.;)
 ROBERT L. HRONEK;)
 MARLENE KISLING, Individually and)
 as Personal Representative for the)
 Estate of WILLIAM D. FRASURE;)
 NORMAN L. DAY,)

Case No. CIV-2006-2474-PI

**ANSWER OF METROPOLITAN
 LIFE INSURANCE COMPANY TO
 PLAINTIFFS' COMPLAINT**

Plaintiffs,

vs.

GENERAL ELECTIC, AMERIVENT)
 SALES, INC; ALASKAN COPPER)
 WORKS; AMERIVENT SALES, INC;)
 ANCHOR PACKING COMPANY;)
 A.W. CHESTERTON COMPANY;)
BABITT STEAM SPECIALITY, CO.;)

805

5

BECHTEL aka: SEQUOIA)
 VENTURES; BECHTEL)
 CONSTRUCTION COMPANY, INC.;)
 BELL & GOSSETT; CERTEAINTEED)
 CORPORATION; CLEAVER-BROOKS)
 a division of Aqua Chem., Inc.;)
 COOPER CROUSE-HINDS; COOPER)
 INDUSTRIES; CRANE CO.; CROWN)
 CORK & SEAL COMPANY, INC.;)
 CUTLER HAMMER, INC.; EBONY)
 CONTRUCTION CO., INC; EMERSON)
 ELECTRIC CO.; FAIRBANKS MORSE)
 PUMP CORPORATION; FMC)
 CORPORATION (Hamer); FOSTER)
 WHEELER COMPANY; GARLOCK)
 INCORPORATED; GOULDS PUMP)
 TRADING CORP.; GUARD-LINE,)
 INC.; HENRY VOGT MACHINE, CO.;)
 HILL BROTHERS; HONEYWELL)
 INC.; IMO INDUSTRIES;)
 INDUSTRIAL HOLDING)
 CORPORATION; ITT INDUSTRIES,)
 INC.; INGERSOLL-RAND)
 COMPANY; JOHNSTON PUMPS;)
 KELLY-MOORE PAINT COMPANY,)
 INC.; PILKINGTON NORTH)
 AMERICAN, INC. f/k/a LIBBY-)
 OWENS FORD; METROPOLITAN)
 LIFE INSURANCE COMPANY;)
 NIBCO, INC. a/k/a Northern Indiana)
 Brass Co., NORDSTROM VALVE)
 COMPANY; OBIT INDUSTRIES,)
 INC., OWENS-ILLINOIS, INC.; P & H)
 CRANES, a/k/a HARNISCHFEGOR)
 CORPORATION, PARAMOUNT)
 SUPPLY COMPANY; PAUL)
 ROBERTS MACHINE SUPPLY)
 DIVISION; ADVANCED)
 INDUSTRIAL SUPPLY, INC. f/k/a)
 POCATELLO SUPPLY, INC.; PROKO)
 INDUSTRIES, INC.; RAPID)
 AMERICAN; RELIANCE ELECTRIC)
 MOTORS; ROCKWELL)
 AUTOMATION, INC.; RUBERT IRON)
 WORKS; SACOMA-SIERRA;)
 SCHNEIDER ELECTRIC; SHEPARD)
 NILES, INC.; SIEMENS ENERGY &)

806

AUTOMATION, INC.; STEEL WEST,)
 INC., STERLING FLUID SYSTEM)
 (Peerless Pumps); UNION CARBIDE)
 CORPORATION; UNION PACIFIC)
 RAILROAD; VIACOM INC.;)
 WARREN PUMPS, INC;)
 WESTINGHOUSE ELECTRIC)
 CORPORATION, ZURN INDUSTRIES,)
 INC. and DOES I through IV, inclusive,)
)
 Defendants.)
)
)
)

ANSWER AND DEFENSES OF METROPOLITAN LIFE INSURANCE COMPANY TO PLAINTIFFS' COMPLAINT

807
 COMES NOW, Defendant Metropolitan Life Insurance Company ("Metropolitan Life"), by and through its attorneys, and hereby answers Plaintiffs' complaint ("Complaint") in this manner as follows.

AS TO JURISDICTION AND VENUE

1. Metropolitan Life denies the allegations contained in paragraph 1 of the Complaint insofar as they are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint as they relate to others.
2. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.
3. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the

Complaint.

4. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint.

5. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

6. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint.

7. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint.

8. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint.

9. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint.

10. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint.

11. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the

Complaint.

12. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint.

13. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint.

14. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

809
15. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint.

16. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint.

17. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint.

18. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint.

19. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the

Complaint.

20. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint.

21. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint.

22. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint.

810
23. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint.

24. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint.

25. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint.

26. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint.

27. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the

Complaint.

28. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint.

29. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint.

30. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint.

811
31. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint.

32. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint.

33. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint.

34. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint.

35. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the

Complaint.

36. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint.

37. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint.

812
38. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, except that it admits that it is a New York corporation licensed to do business in the State of Idaho.

39. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint.

40. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint.

41. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint.

42. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint.

43. Metropolitan Life is without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint.

44. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint.

45. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint.

813
46. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint.

47. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint.

48. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint.

49. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint.

50. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint.

51. Metropolitan Life is without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint.

52. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint.

53. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint.

814
54. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint.

55. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint.

56. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint.

57. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint.

58. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint.

59. Metropolitan Life is without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint.

60. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint.

61. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint.

813
62. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint.

63. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint.

64. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint.

65. Metropolitan Life denies the allegations contained in paragraph 65 of the Complaint, insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint, as they relate to others.

66. Metropolitan Life denies the allegations contained in paragraph 66 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint as they relate to others.

67. Metropolitan Life denies the allegations contained in paragraph 67 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint as they relate to others.

68. Metropolitan Life denies the allegations contained in paragraph 68 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint as they relate to others.

69. Metropolitan Life denies the allegations contained in paragraph 69 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint as they relate to others.

70. The allegations contained in paragraph 70 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

AS TO COUNT ONE

(NEGLIGENCE)

71. Metropolitan Life reasserts and incorporates by reference its responses to paragraphs 1 through 34 of the Complaint, inclusive, as though fully set forth herein in response to paragraph 71 of the Complaint.

72. Metropolitan Life denies the allegations contained in paragraph 72 of the Complaint insofar as they are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint as they relate to others.

817
73. The allegations contained in paragraph 73 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

74. The allegations contained in paragraph 74 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

75. Metropolitan Life denies the allegations contained in paragraph 75 of the Complaint insofar as they are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint as

they relate to others.

76. The allegations contained in paragraph 76 of the Complaint, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

77. The allegations contained in paragraph 77 of the Complaint, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

818
78. The allegations contained in paragraph 78 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT TWO

79. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 79 of the Complaint.

80. Metropolitan Life denies the allegations contained in paragraph 80 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint to the extent said allegations relate to others.

818

81. The allegations contained in paragraph 81 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

82. The allegations contained in paragraph 82 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

83. The allegations contained in paragraph 83 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

84. Metropolitan Life denies the allegations contained in paragraph 84 of the Complaint.

85. Metropolitan Life denies the allegations contained in paragraph 85 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 85 of the Complaint to the extent said allegations relate to others.

86. Metropolitan Life denies the allegations contained in paragraph 86 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 86 of the Complaint to the extent said allegations relate to others.

87. Metropolitan Life denies the allegations contained in paragraph 87 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 87 of the Complaint to the extent said allegations relate to others.

88. The allegations contained in the unnumbered paragraph following paragraph 88 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT THREE

89. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 89 of the Complaint.

90. Metropolitan Life denies the allegations contained in paragraph 90 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 90 of the Complaint to the extent said allegations relate to others.

91. Metropolitan Life denies the allegations contained in paragraph 91 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 91 of the Complaint to the extent said allegations relate to others.

92. Metropolitan Life denies the allegations contained in paragraph 92 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 92 of the Complaint to the extent said allegations relate to others.

93. The allegations contained in paragraph 93 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT FOUR

821
94. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 94 of the Complaint.

95. Metropolitan Life denies the allegations contained in paragraph 95 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 95 of the Complaint to the extent said allegations relate to others.

96. Metropolitan Life denies the allegations contained in paragraph 96 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 96 of the Complaint to the extent said allegations relate to others.

97. Metropolitan Life denies the allegations contained in paragraph 97 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of the Complaint to the extent said allegations relate to others.

98. Metropolitan Life denies the allegations contained in paragraph 98 of the Complaint, including all of its subparts, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 98 of the Complaint, including all of its subparts, to the extent said allegations relate to others.

822
99. The allegations contained in paragraph 99 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

100. The allegations contained in paragraph 100 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

101. Metropolitan Life denies the allegations contained in paragraph 101 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 101 of the Complaint to the extent said allegations relate to others.

102. Metropolitan Life denies the allegations contained in paragraph 102 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained in paragraph 102 of the Complaint to the extent said allegations relate to others.

103. Metropolitan Life denies the allegations contained in paragraph 103 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the Complaint to the extent said allegations relate to others.

104. Metropolitan Life denies the allegations contained in paragraph 104 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 104 of the Complaint to the extent said allegations relate to others.

AS TO COUNT FIVE

823
105. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 105 of the Complaint.

106. The allegations contained in paragraph 106 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

107. The allegations contained in paragraph 107 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

108. Metropolitan Life denies the allegations contained in paragraph 108 of the Complaint.

109. The allegations contained in paragraph 109 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

110. The allegations contained in paragraph 110 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

111. The allegations contained in paragraph 111 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

AS TO COUNT SIX

112. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 112 of the Complaint.

113. Metropolitan Life denies the allegations contained in paragraph 113 of the Complaint, including all of its subparts, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 113 of the Complaint, including all of its subparts, to the extent said allegations relate to others.

114. The allegations contained in the paragraph 114 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

115. The allegations contained in the unnumbered paragraphs following paragraph 114 of the Complaint, including all subparts, are conclusions of law and Plaintiff's characterization of their Complaint and contain a prayer for relief and demand for jury trial, for which no response is required; to the extent they are deemed allegations

of fact, Metropolitan Life denies them and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT EIGHT

116. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 115 of the Complaint.

117. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 116 of the Complaint.

118. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 117 of the Complaint.

119. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of the Complaint.

120. Metropolitan Life denies the allegations contained in paragraph 119 of the Complaint.

121. The allegations contained in paragraph 120 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

825

122. The allegations contained in paragraph 121 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

123. The allegations contained in paragraph 122 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

AS TO COUNT NINE

124. Metropolitan Life denies the allegations contained in paragraph 123 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 123 of the Complaint to the extent said allegations relate to others.

125. Metropolitan Life denies the allegations contained in paragraph 124 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124 of the Complaint to the extent said allegations relate to others.

126. The allegations contained in the paragraph 125 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any

amount.

127. The allegations contained in the unnumbered paragraphs following paragraph 125 of the Complaint, including all subparts, are conclusions of law and Plaintiff's characterization of their Complaint and contain a prayer for relief and demand for jury trial, for which no response is required; to the extent they are deemed allegations of fact, Metropolitan Life denies them and it denies that it is liable to Plaintiffs or anyone else for any amount.

128. All allegations not specifically admitted above are hereby denied.

FIRST DEFENSE

129. The allegations of the Complaint and each Count thereof fail to state a claim against Metropolitan Life upon which relief can be granted.

SECOND DEFENSE

130. The claims in the Complaint and each Count thereof are barred by the appropriate statute of limitations.

THIRD DEFENSE

131. Plaintiffs and/or Plaintiffs' decedents were contributorily and/or comparatively negligent; and such negligence was the sole contributing cause or a proximate contributing cause of Plaintiffs' alleged injuries.

FOURTH DEFENSE

132. Plaintiffs' claims are barred by the operation of the doctrine of laches.

FIFTH DEFENSE

133. Plaintiffs' claims are barred by the operation of the doctrine of estoppel.

SIXTH DEFENSE

134. Plaintiffs' claims are barred by the operation of the doctrine of waiver.

SEVENTH DEFENSE

135. The Plaintiffs and/or Plaintiffs' decedents assumed the risk of any injuries allegedly sustained as a result of exposure to asbestos-containing products used by or near Plaintiffs.

EIGHTH DEFENSE

136. Whatever damages were incurred by Plaintiffs were the result of intervening and/or superseding acts or omissions of parties over whom this Defendant had no control.

NINTH DEFENSE

137. At all times relevant hereto, the knowledge of the Plaintiffs' and/or Plaintiffs' decedents' employers was superior to that of Metropolitan Life with respect to possible health hazards associated with Plaintiffs' and/or Plaintiffs' decedents' employment, and, therefore, if there was any duty to warn the Plaintiffs and/or Plaintiffs' decedents or provide protection to them, it was the duty of said employers, not of Metropolitan Life, and breach of that duty was an intervening and/or superseding cause of the injuries allegedly sustained by Plaintiffs and/or Plaintiffs' decedents.

TENTH DEFENSE

138. In the event that it be shown that the Plaintiffs and/or Plaintiffs' decedents used any product or material, as alleged in the Complaint, which gave

rise to the injuries as set forth therein, the same was misused, abused, modified, altered, or subjected to abnormal use.

ELEVENTH DEFENSE

139. Plaintiffs and/or Plaintiffs' decedents and Plaintiffs' and/or Plaintiffs' decedents' employers were sophisticated users of products containing asbestos and had adequate knowledge of the dangers and risks associated with using or working around asbestos.

TWELFTH DEFENSE

140. The claims in the Complaint and each Count thereof that seek an award of exemplary or punitive damages fail to state a claim against Metropolitan Life upon which relief can be granted.

THIRTEENTH DEFENSE

141. The claims in the Complaint and each Count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to procedural due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and Article 1, Section 13, and all other applicable provisions, of the Constitution of the State of Idaho.

FOURTEENTH DEFENSE

142. The claims in the Complaint and each Count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to substantive due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and Article 1, Section 13, and all other applicable provisions, of the Constitution of the State of Idaho.

FIFTEENTH DEFENSE

143. The claims in the Complaint and each Count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to equal protection under the law and are otherwise unconstitutional under the Fourteenth Amendment of the United States Constitution and Article 1, Section 13, and all other applicable provisions, of the Constitution of the State of Idaho.

SIXTEENTH DEFENSE

144. The claims in the Complaint and each count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to protection from "excessive fines" under applicable provisions of Idaho law.

SEVENTEENTH DEFENSE

145. The actions of Metropolitan Life were within its rights under the First Amendment to the United States Constitution and Article 1, Section 9 of the Constitution of the State of Idaho, and are fully protected thereby.

EIGHTEENTH DEFENSE

146. Plaintiffs and/or Plaintiffs' decedents should have taken action to minimize or eliminate damages, and therefore Plaintiffs are precluded from recovering damages, or Plaintiffs' damages are reduced, by operation of the doctrine of avoidable consequences

NINETEENTH DEFENSE

147. Metropolitan Life did not authorize, approve, or ratify the acts or omissions attributed to it in the Complaint.

TWENTIETH DEFENSE

148. Metropolitan Life states that it cannot be held liable as a matter of law for injuries or damages allegedly sustained as a result of exposure to asbestos-containing products allegedly used by or near the Plaintiffs and/or Plaintiffs' decedents, to the extent such exposure was to asbestos-containing products manufactured and distributed by others pursuant to and in strict conformity with specific regulations and specifications set forth by the United States Government. Metropolitan Life avers further that at all times relevant to the allegations contained in the Complaint, the products allegedly containing asbestos substantially conformed to those specifications set forth and approved by the United States Government, and the United States Government had actual knowledge of the hazards, if any, associated with exposure to asbestos.

TWENTY-FIRST DEFENSE

149. Metropolitan Life is entitled to a set-off or credit in the amount of any settlement or compromise heretofore or hereafter reached by Plaintiffs with any other person for any of Plaintiffs' alleged damages.

TWENTY-SECOND DEFENSE

150. The Complaint should be dismissed pursuant to Rule 9 (b) of the Idaho Rules of Civil Procedure.

TWENTY-THIRD DEFENSE

151. Plaintiffs' and/or Plaintiffs' decedents alleged injuries and damages, if any, were proximately caused by or contributed to by exposure or inhalation of noxious and deleterious fumes and residues from industrial products or by-products prevalent on Plaintiffs' and/or Plaintiffs' decedents' job site, by

the cumulative effects of exposure to all types of environmental and industrial pollutants of air and water, or by substances, products, or other causes not attributable to or connected with Metropolitan Life.

TWENTY-FOURTH DEFENSE

152. Metropolitan Life would show unto the Court that multiple awards of punitive damages against it would violate Article 1, Section 13 of the Constitution of the State of Idaho; the prohibition against being twice placed in jeopardy for the same offense embodied in the Fifth and Fourteenth Amendments to the United States Constitution and the common law of the State of Idaho.

TWENTY-FIFTH DEFENSE

832
153. Any recovery by Plaintiffs from Metropolitan Life under the theory of joint and several liability without contribution among joint tortfeasors or any similar doctrine would violate Metropolitan Life's constitutional rights, including but not limited to, the following provisions: The Eighth, Fourteenth, and Fifth Amendments to the Constitution of the United States, and Article 1, Sections 13 and all other applicable provisions of the Constitution of the State of Idaho.

TWENTY-SIXTH DEFENSE

154. The Complaint fails to name both necessary and indispensable parties in whose absence complete relief cannot be accorded among those already parties. Therefore, this action must be dismissed, or alternatively, the action should be stayed pending other appropriate relief by the Court.

TWENTY-SEVENTH DEFENSE

155. Metropolitan Life would show unto the Court that the events which allegedly form the basis for the Plaintiffs' alleged causes of action against

Metropolitan Life arose before the common law requirement of privity in negligence and strict liability actions. As such, Plaintiffs and/or Plaintiffs' decedents are subject to the common law requirement that they be in privity with Metropolitan Life. Inasmuch as no such privity existed, Metropolitan Life is not a proper party to this action.

TWENTY-EIGHTH DEFENSE

156. The claims of Plaintiffs are barred by Plaintiffs and/or Plaintiffs' decedents' contributory and/or comparative negligence and/or assumption of risk and/or any other defense asserted herein.

TWENTY-NINTH DEFENSE

157. Actions by Metropolitan Life, alleged or otherwise, were not the legal or proximate cause of any damages suffered or claimed by Plaintiffs or Plaintiffs' decedent.

THIRTIETH DEFENSE

158. Metropolitan Life has not conducted discovery in this action and therefore, expressly reserves the right to amend this answer to add additional or supplemental defenses and to file and serve other responsive pleadings, allegations or claims.

THIRTY-FIRST DEFENSE

159. The Plaintiffs' claims should be denied to the extent they are barred by the operation of the doctrine of accord and satisfaction.

THIRTY-SECOND DEFENSE

160. The Plaintiffs' claims should be denied to the extent they are barred by the operation of the doctrine of release and settlement.

THIRTY-THIRD DEFENSE

161. The Plaintiffs' claims should be denied to the extent they are barred by the operation of the doctrine of payment.

ANSWER TO CROSS-CLAIMS

162. Metropolitan Life denies every allegation of each and every Cross-Claim insofar as said allegations relate to Metropolitan Life.

163. Metropolitan Life denies any liability with respect to each and every count of each and every Cross-Claim insofar as said counts apply to Metropolitan Life.

164. Metropolitan Life denies that it is liable to indemnify any other Defendant or Third-Party Defendant in this action.

165. Metropolitan Life denies that any Defendant or Third-Party Defendant is entitled to contribution from Metropolitan Life in this action.

166. In response to each and every Cross-Claim, Metropolitan Life adopts by reference all denials in paragraphs 1 through 128 above, as though fully set forth herein.

167. In response to each and every Cross-Claim, Metropolitan Life adopts by reference all Defenses set forth in paragraphs 129 through 161 above, as though fully set forth herein, as Defenses to each and every Cross-Claim.

WHEREFORE, Metropolitan Life demands that:

(a) the Complaint be dismissed with prejudice as to

Metropolitan Life;

(b) Plaintiffs' demand for relief be denied in every respect;

834

(c) Metropolitan Life be awarded costs in connection with this litigation;

(d) the Court grant such other and further relief as may be just, proper, and equitable; and

(e) relies upon Plaintiffs' request for a jury trial.

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DATED this 6th of February, 2007.

BY:



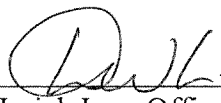
Donald W. Lojek of the firm,
Lojek Law Offices, Chartered
Attorneys for Defendant Metropolitan
Life Insurance Company

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of February 2007, I caused to be served a true and correct copy of the foregoing by the method indicated below, and addressed to the following:

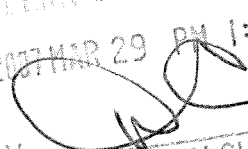
836
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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

Mildred Castorena, Individually and as Spouse
and Personal Representative of the Estate of Ted
Castorena;
Alene Stoor, Individually and as Spouse and
Personal Representative of the Estate of John D.
Stoor;
Stephanie Branch, Individually and as Personal
Representative of the Estate of
Robert Branch, Jr.;
Robert L. Hronek;
Marlene Kisling, Individually and as Personal
Representative of the Estate of
William D. Frasure;
Norma L. Day, Individually and as Personal
Representative of the Estate of Norman L. Day,

Plaintiffs,

vs.

GENERAL ELECTRIC, et al

Defendants.

CIVIL ACTION
2474
NO.: CV-2006-2472-PI
FIRST AMENDED COMPLAINT

COMES NOW the Plaintiffs, Marlene Kisling, a citizen and resident of the State of
Idaho, Mildred Castorena, a citizen and resident of the State of Idaho; Alene Stoor, a

Castorena-First Amended Complaint

citizen and resident of the State of Idaho; Stephanie Branch, a citizen and resident of the State of Utah; Robert L. Hronek, a citizen and a resident of the State of Idaho; Norma L. Day, a citizen and a resident of the State of Idaho and complains and alleges as follows:

1. Plaintiffs incorporate in full all allegations made in the original Complaint.

2. Defendant, Union Pacific Railroad, was a contractor, supplier and distributor of asbestos and asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

3. Defendant Union Pacific Railroad leased and operated a steam locomotive containing products and/or materials at the worksites, including their own asbestos containing products and/or asbestos containing products and/or materials produced or manufactured by others.

4. Defendant Union Pacific Railroad, in unreasonably applying, installing, removing or disturbing asbestos and asbestos-containing products in such a manner as to cause Plaintiffs to be unreasonably exposed to asbestos fibers thereby contributing to cause Plaintiffs' injuries and damages.

5. The asbestos containing products to which Plaintiffs were exposed were used in a manner in which Defendant, Union Pacific Railroad intended them to be used.

6. The Defendant, Union Pacific Railroad's asbestos containing products failed to perform as safely as Plaintiffs and others similarly situated, expected they would in that they caused them to develop injuries as a result of inhalation of the asbestos fibers of each of Defendant, Union Pacific Railroad's asbestos containing products during their exposure to those products.

7. At all times relevant hereto, it was feasible for the Defendant, Union Pacific Railroad to have adequately warned Plaintiffs, tested their asbestos containing products, designed safer asbestos containing products or substituted with asbestos free products and controlled the asbestos exposures created by their installation, operation, maintenance and repair of the by various engineering techniques that were known at the time.

8. The Defendant, Union Pacific Railroad's negligent, grossly negligent, willful, wanton and reckless conduct, as described herein, was the direct and proximate cause of Plaintiffs' illnesses and, as a result, the Plaintiffs have suffered and will continue damages as are set forth in the Prayer for Relief below.

9. Plaintiffs were exposed to asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products that were manufactured, distributed, and/or used, operated, maintained and repaired by the Defendant, Union Pacific Railroad and/or their predecessors-in-interest for use as construction materials and/or machinery in industrial operations. Plaintiffs would show that the defective condition of the products rendered such products not merchantable or reasonably suited to the use intended, and that the asbestos-containing products and/or machinery were in this defective condition at the time they left the hands of Defendant, Union Pacific Railroad.

10. The Defendant, Union Pacific Railroad's asbestos-containing products and/or machinery without substantial change in the condition, in which they were sold, were a proximate cause of the Plaintiffs' injuries and were in fact, operated, installed and maintained by Defendant Union Pacific Railroad.

11. Defendant, Union Pacific Railroad knew that these asbestos-containing products and/or machinery would be used without inspection for defects and, by placing them on the market, represented that they would safely do the job for which they were intended, which must necessarily include safe manipulation and/or installation of the asbestos-containing products and/or operation, maintenance and/or repair of the machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

840
12. The risks inherent in the aforementioned asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products outweighed the utility of the asbestos-containing products and/or machinery of the Defendant, Union Pacific Railroad.

13. Plaintiffs were unaware of the hazards and defects in the asbestos-containing products of the Defendant, Union Pacific Railroad, which made them unsafe for purposes of manipulation and/or installation. Similarly, Plaintiffs were unaware of the hazards and defects in the machinery requiring or calling for the use of asbestos and/or asbestos-containing materials.

14. During the periods that Plaintiffs were exposed to the asbestos-containing products and/or machinery of the Defendant, Union Pacific Railroad, these asbestos-containing products and/or machinery were being utilized by Defendant, Union Pacific Railroad's employees, agents or representatives in a manner which was intended by Defendant, Union Pacific Railroad.

15. As a direct and proximate result of these acts and/or omissions on the part of Union Pacific Railroad, Plaintiffs have suffered and will to continue to suffer damages as are set forth in the Prayer for Relief below.

16. Defendant, Union Pacific Railroad made representations that reasonably implied to the ordinary purchaser or leaser and/or user that the asbestos, asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products was safe and would not cause injury.

841
17. These misrepresentations involved a material fact concerning the character and quality of the Defendant, Union Pacific Railroad's asbestos, asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products were safe and would not cause injury.

18. The purchasers or leaser, by-standers and/or users of Defendant, Union Pacific Railroad's asbestos, asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products justifiably relied on the Defendant, Union Pacific Railroad's representation in purchasing and/or using Defendant's asbestos, asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products. As more specifically set out below, Plaintiffs have suffered injuries as a direct and proximate result of Defendant's misrepresentations.

19. As a direct and proximate result of these acts and/or omissions on the part of each and/or all of Defendant, Union Pacific Railroad, Plaintiffs have suffered and will continue to suffer damages as are set forth in the Prayer for Relief below.

20. Plaintiffs reasonably and in good faith relied upon the false and

fraudulent representations, omissions and concealments made by the Defendant, Union Pacific Railroad, regarding the nature of their asbestos-containing products and/or machinery requiring or calling for the use of asbestos and/or asbestos-containing products.

21. As a direct and proximate result of Plaintiffs' reliance on Defendant, Union Pacific Railroad's false and fraudulent representations, omissions and concealments, installation, operation, maintenance and repair of the asbestos containing products and equipment utilizing asbestos containing materials at the FMC facility in Pocatello, Idaho, Plaintiffs sustained damages including injuries, illnesses, and disabilities and was deprived of the opportunity of informed free choice in connection with the use of and exposure to Defendant, Union Pacific Railroad's asbestos-containing products and/or machinery requiring or calling fro the use of asbestos and/or asbestos-containing products.

Plaintiffs have suffered and will continue to suffer damages as set forth in the prayer for relief below.

WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor and order that Defendant(s) compensate Plaintiffs in a dollar amount to be proven at trial as follows:

1. For the physical pain and suffering experienced and which is reasonably certain to be experienced in the future resulting from the injuries to Plaintiffs;
2. For impairment of faculties or ability to perform usual activities resulting from the injuries to Plaintiffs;

3. For the reasonable value of necessary medical and related expenses received as a result of the injuries and the present cash value of similar items reasonably certain and necessary to be required in the future resulting from the injuries to Plaintiffs;

4. For loss of companionship, consortium, and society suffered by Plaintiffs' spouses, as a result of the injuries suffered by Plaintiffs;

5. For reasonable value of earnings lost as a result of the injuries to Plaintiffs;

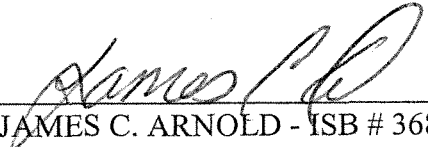
6. For the present cash value of earnings which are reasonably certain to be lost in the future because of the injuries to Plaintiffs, taking into consideration the earning capacity, age, life expectancy, habits, and disposition of Plaintiffs, as shown by the evidence; and

7. For costs incurred in prosecuting this action and such other relief as the Court may deem proper and just.

DEMAND FOR JURY

Plaintiffs demand that all issues of fact in this case be tried to a properly impaneled jury.

DATED this 27 day of March, 2007.



JAMES C. ARNOLD - ISB # 3688

CERTIFICATE OF SERVICE

I, do hereby certify that a true and correct copy of the above and foregoing has been placed in the U. S. Mail, properly addressed and postage prepaid on this the _____ day of March, 2007 as follows:

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<p>David H. Maguire Maguire & Kress 1414 E. Center P.O. Box 4758 Pocatello, ID 83205-4758 A.W. Chesterton; Shepard Niles; Guard-Line, Inc.</p> <p>Christopher P. Graham Trout, Jones, Gledhill & Fuhrman, PA The 9th & Idaho Center P.O. Box 1097 Boise, ID 83701 Anchor Packing Co. ; Garlock, Incorporated Fairbanks Morse Pump Corporation</p> <p>Charles Johnson Johnson Olson, Chartered 419 West Benton P.O. Box 1725 Pocatello, ID 83204-1725 Crown, Cork, & Seal Company, Inc.</p> <p>Christopher C. Burke Greener Banducci Shoemaker, PA The Carnegie Building 815 West Washington Street Boise, ID 83702 Ingersoll-Rand Company; Viacom, Inc. ; Westinghouse Electric Corporation; Pilkington North America , Inc. f/k/a Libby Owens Ford Viacom, Inc.</p> <p>Gary T. Dance Lee Radford Benjamin C. Ritchie Moffatt, Thomas, Barrett, Rock & Fields P.O. Box 817 Pocatello, ID 83204 FMC Corporation; Warren Pumps, Inc. ; Henry Vogt Machine Co.</p> <p>Donald Carey Robert Williams Quane Smith LLP 2325 West Broadway, Suite B Idaho Falls, ID 83402-2913 Babbit Steam Specialty's Co. ; Reliance Electric Motors; Rockwell Automation, Inc.</p> <p>Donald C. Farley Hall, Farley, Oberrecht & Blanton, P.A. 702 West Idaho, Suite 700 P.O. Box 1271 Boise, ID 83701 Nibco, Inc., a/k/a Northern Indiana Brass Co.</p>	<p>A. Bruce Larson North 7th Avenue P.O. Box 6369 Pocatello, ID 83201 Cleaver Brooks, a Division of Aqua Chem, Inc. ; ITT Industries, Inc. ; P&H Cranes aka Harnischfeger Corporation</p> <p>C. Timothy Hopkins Steven K. Brown Hopkins Roden Crockett Hansen & Hoopes P.O. Box 51219 Idaho Falls, ID 83405-1219 & Kay Andrews Brown McCarroll, LLP 111 Congress Avenue, Suite 1400 Austin, TX 78701-4043 Kelly-Moore Paint Company, Inc. Alaskan Copper Works</p> <p>Howard D. Burnett Hawley Troxell Ennis & Hawley, LLP P.O. Box 100 Pocatello, ID 83204 Eaton Electrical Inc. Cutler Hammer</p> <p>John A. Bailey, Jr. Racine, Olson, Nye, Budge & Bailey, Chartered P.O. Box 1391 Pocatello, ID 83204-1391 Gould Incorporated; Goulds Pumps Trading Corporation</p> <p>Kelly A. Cameron Randall L. Schmitz Perkins Cole, LLP 251 East Front Street, Suite 400 Boise, ID 83702-7310 Crane Co.</p> <p>Alan C. Goodman Goodman Law Office P.O. Box D 717 7th Street Rupert, ID 83350 Rupert Iron Works, Inc.</p> <p>Kent Hansen Cheri K. Gochberg 280 South 400 West, #250 Salt Lake City, UT 84101 & E. Scott Savage Casey K. McGarvey 170 South Main Street, Suite 500 Salt Lake City, UT 84101 Union Pacific Railroad Company</p>	<p>Thomas J. Lyons Merrill & Merrill, Chartered 109 North Arthur - 5th Floor P.O. Box 991 Pocatello, ID 83204-0991 & Jackson Schmidt Pepple, Johnson, Cantu & Schmidt 1900 Seattle Tower Bldg. 1218 Third Avenue Seattle, WA 98101 Owens-Illinois, Inc.</p> <p>Marcus W. Nye Racine, Olson, Nye, Budge & Bailey, Chartered P.O. Box 1391/ Center Plaza Pocatello, ID 83204-1391 Advanced Industrial Supply, Inc. f/k/a Pocatello Supply, Inc.</p> <p>Murray Jim Sorensen Blaser, Sorensen, & Oleson 285 N.W. Main P.O. Box 1047 Blackfoot, ID 83221 Steel West, Inc.</p> <p>Gary L. Cooper Cooper & Larsen, Chartered 151 North Third Avenue, Suite 210 P.O. Box 4229 Pocatello, ID 83205-4229 & Steven Rizzo Steven V. Rizzo, PC 1620 SE Taylor St., Suite 350 Portland, OR 97205 Paramount Supply Company; Zurn Industries, Inc.</p> <p>Michael W. Moore Steven R. Kraft Moore & Baskin, LLP 1001 W. Idaho, Suite 400 P.O. Box 6756 Boise, ID 83707 Hill Brothers</p> <p>Brian D. Harper P.O. Box 2838 161 5th Avenue South, Suite 202 Twin Falls, ID 83303 Guard-Line, Inc.</p>
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Attorneys for Defendant Henry Vogt Machine Co.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;
BECHTEL a/k/a: SEQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &

Case No. CV-2006-2474-PI

**DEFENDANT HENRY VOGT
MACHINE CO.'S ANSWER TO
PLAINTIFFS' AMENDED
COMPLAINT**

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Defendants.

GOSSETT; CERTAINTBED CORPORATION;
 CLEAVER-BROOKS, a division of AQUA
 CHEM, INC.; COOPER CROUSE-HINDS;
 COOPER INDUSTRIES CRANE CO.; CROWN
 CORK & SEAL COMPANY, INC.; CUTLER
 HAMMER, INC.; EBONY CONSTRUCTION
 CO., INC.; EMERSON ELECTRIC CO.;
 FAIRBANKS MORSE PUMP CORPORATION;
 FMC CORPORATION (HAMER); FOSTER
 WHEELER COMPANY; GARLOCK
 INCORPORATED; GOULD INCORPORATED;
 GOULDS PUMPS TRADING CORP.; GUARD-
 LINE, INC.; HENRY VOGT MACHINE CO.;
 HILL BROTHERS; HONEYWELL, INC.; IMO
 INDUSTRIES; INDUSTRIAL HOLDING
 CORPORATION; ITT INDUSTRIES, INC.;
 INGERSOLL-RAND COMPANY; JOHNSTON
 PUMPS; KELLY-MOORE PAINT COMPANY,
 INC.; PILKINGTON NORTH AMERICAN, INC.
 f/k/a LIBBY-OWENS FORD;
 METROPOLITAN LIFE INSURANCE
 COMPANY; IBCO, INC a/k/a NORTHERN
 INDIANA BRASS CO.; NORDSTROM VALVE
 COMPANY; OBIT INDUSTRIES, INC.;
 OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
 HARNISCHFEGOR CORPORATION;
 PARAMOUNT SUPPLY COMPANY; PAUL
 ROBERTS MACHINE SUPPLY DIVISION;
 ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
 POCATELLO SUPPLY, INC.; PROKO
 INDUSTRIES, INC.; RAPID AMERICAN;
 RELIANCE ELECTRIC MOTORS; ROCKWELL
 AUTOMATION, INC.; RUPERT IRON WORKS;
 SACOMA-SIERRA; SCHNEIDER ELECTRIC
 SHEPARD NILES, INC.; SIEMENS ENERGY &
 AUTOMATION, INC.; STEEL WEST, INC.;
 STERLING FLUID SYSTEM (PEERLESS)
 PUMPS); UNION CARBIDE CORPORATION;
 UNION PACIFIC RAILROAD; VIACOM, INC.;
 WARREN PUMPS, INC.; WESTINGHOUSE
 ELECTRIC CORPORATION; ZURN
 INDUSTRIES, INC.,

846

COMES NOW, defendant Henry Vogt Machine Co., by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. Henry Vogt Machine Co. ("Vogt") responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against Vogt upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE


847
2. Vogt denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Vogt incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the allegations contained in the Amended Complaint do not pertain to Vogt, they warrant no response from Vogt.

DATED this 10th day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 
Gary T. Dance – Of the Firm
Attorneys for Defendant Henry Vogt Machine Co.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of April, 2007, I caused a true and correct copy of the foregoing **DEFENDANT HENRY VOGT MACHINE CO.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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**DEFENDANT HENRY VOGT MACHINE CO.'S
ANSWER TO PLAINTIFFS' AMENDED COMPLAINT - 4**

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non-party, served as "Parker-Hannifin
Corporation f/k/a Sacoma-Sierra, Dfts."



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Attorneys for Warren Pumps, Inc.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;
BECHTEL a/k/a: SEQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &

Case No. CV-2006-2474-PI

**DEFENDANT WARREN PUMPS,
INC.'S ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

856
GOSSETT; CERTAINTEED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; ITT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
INC.; PILKINGTON NORTH AMERICAN, INC.
f/k/a LIBBY-OWENS FORD;
METROPOLOITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; OBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
ROBERTS MACHINE SUPPLY DIVISION;
ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
POCATELLO SUPPLY, INC.; PROKO
INDUSTRIES, INC.; RAPID AMERICAN;
RELIANCE ELECTRIC MOTORS; ROCKWELL
AUTOMATION, INC.; RUPERT IRON WORKS;
SACOMA-SIERRA; SCHNEIDER ELECTRIC
SHEPARD NILES, INC.; SIEMENS ENERGY &
AUTOMATION, INC.; STEEL WEST, INC.;
STERLING FLUID SYSTEM (PEERLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.,

Defendants.

COMES NOW, defendant Warren Pumps, Inc., by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. Warren Pumps, Inc. ("Warren Pumps") responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against Warren Pumps upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

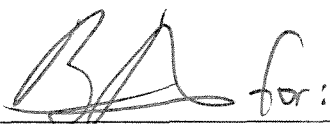
2. Warren Pumps denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Warren Pumps incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the allegations contained in the Amended Complaint do not pertain to Warren Pumps, they warrant no response from Warren Pumps.

DATED this 10th day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By  for:

Gary T. Dance – Of the Firm
Attorneys for Defendant Warren Pumps, Inc.

S

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of April, 2007, I caused a true and correct copy of the foregoing **DEFENDANT WARREN PUMPS, INC.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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GA for

Gary T. Dance

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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually
and as Spouse and Personal Representative
of the Estate of Ted Castorena; ALENE
STOOR, Individually and as Spouse and
Personal Representative of the Estate of
John D. Stoor; STEPHANIE BRANCH,
Individually and as Personal Representative
of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE
KISLING, Individually and as Personal
Representative of the Estate of William D.
Frasure; NORMAN L. DAY,

Plaintiff,

vs.

GENERAL ELECTRIC, AMERIVENT,
SALES, INC., ALASKAN COPPER
WORKS, AMERIVENT SALES, INC.,
ANCHOR PACKING COMPANY, A.W.
CHESTERTON COMPANY, BABITT
STEAM SPECIALTY CO., BECHTEL
aka: SEQUOIA VENTURES, BECHTEL
CONSTRUCTION COMPANY, INC.,
BULLOUGH ABATEMENT, INC., BELL
& GOSSETT, CERTAINTEED
CORPORATION, CLEAVER-BROOKS a
Division of Aqua Chem, Inc., COOPER
CROUSE-HINDS, COOPER
INDUSTRIES, CRANE CO., CROWN

Case No. CV-2006-2474-PI

**DEFENDANT NIBCO, INC.'S
ANSWER TO PLAINTIFFS' FIRST
AMENDED COMPLAINT**

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866
CORK & SEAL COMPANY, INC.,
CUTLER HAMMER, INC., EBONY
CONSTRUCTION CO., INC., EMERSON
ELECTRIC CO., INC., FAIRBANKS
MORSE PUMP CORPORATION, FMC
CORPORATION (Hamer), FOSTER
WHEELER COMPANY, GARLOCK
INCORPORATED, GOULD
INCORPORATED, GOULDS PUMPS
TRADING CORP., GUARD-LINE, INC.,
HENRY VOGT MACHINE CO., HILL
BROTHERS, HONEYWELL, INC., IMO
INDUSTRIES, INDUSTRIAL HOLDING
CORPORATION, ITT INDUSTRIES,
INC., INGERSOLL-RAND COMPANY,
JOHNSTON PUMPS, KELLY-MOORE
PAINT COMPANY, INC., PILKINGTON
NORTH AMERICAN, INC. f/k/a/ LIBBY-
OWENS FORD, METROPOLITAN LIFE
INSURANCE COMPANY, NIBCO, INC.,
A/K/A Northern Indiana Brass Co.,
NORDSTROM VALVE COMPANY,
OBIT INDUSTRIES, INC., OWENS-
ILLINOIS, INC., P&H CRANES, a/k/a
HARNISCHFEGOR CORPORATION,
PARAMOUNT SUPPLY COMPANY,
PAUL ROBERTS MACHINE SUPPLY
DIVISION, ADVANCED INDUSTRIAL
SUPPLY, INC., f/k/a POCATELLO
SUPPLY, INC., PROKO INDUSTRIES,
INC., PROKO INDUSTRIES, INC.,
RAPID AMERICAN, RELIANCE
ELECTRIC MOTORS, ROCKWELL
AUTOMATION, INC., RUPERT IRON
WORKS, SACOMA-SIERRA,
SCHNEIDER ELECTRIC, SHEPARD
NILES, INC., SIEMENS ENERGY &
AUTOMATION, INC., STEEL WEST,
INC., STERLING FLUID SYSTEM
(Peerless Pumps), UNION CARBIDE
CORPORATION, UNION PACIFIC
RAILROAD, VIACOM INC., WARREN
PUMPS, INC., WESTINGHOUSE
ELECTRIC CORPORATION, ZURN
INDUSTRIES, INC., and Does I through
IV,

Defendants.

866

S

COMES NOW Defendant NIBCO, Inc., a/k/a Northern Indiana Brass ("NIBCO") by and through its counsel of record, Hall, Farley, Oberrecht & Blanton, P.A., in answer to Plaintiffs' First Amended Complaint (hereafter "Plaintiffs' Amended Complaint") on file herein, answers, alleges, and states as follows:

I.

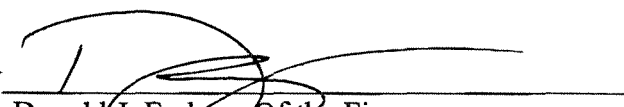
Defendant NIBCO incorporates all of the admissions, denials, affirmative defenses, prayer for relief, and jury demand from Defendant NIBCO Inc.'s Answer to Complaint and Demand for Jury Trial, filed with this Court on September 15, 2006.

II.

Defendant NIBCO denies each and every allegation contained in plaintiffs' Amended Complaint to the extent such allegations are directed towards NIBCO. NIBCO is without sufficient knowledge or information to form a belief as to the truth of the allegations relating to plaintiffs or defendants other than NIBCO and, therefore, denies each and every allegation contained in plaintiffs' Amended Complaint.

DATED this 12th day of April, 2007.

HALL, FARLEY, OBERRECHT
& BLANTON, P.A.

By 
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867

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12TH day of April, 2007, I caused to be served a true copy of the foregoing **DEFENDANT NIBCO, INC.'S ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**, by the method indicated below, and addressed to each of the following:

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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

874
Mildred Castorena, Individually and as)
 Spouse and Personal Representative of the)
 Estate of Ted Castorena; **Alene Stoor**,)
 Individually and as Spouse and Personal)
 Representative of the Estate of John D.)
 Stoor; **Stephanie Branch**, Individually)
 and as Personal Representative of the)
 Estate of Robert Branch, Jr.; **Robert L.**)
Marlene Kisling, Individually and as)
 Personal Representative of the Estate of)
 William D. Frasure; **Norman L. Day**,)

Plaintiffs,)

vs.)

GENERAL ELECTRICAL, AMERIVENT,)
 SALES, INC., ALASKAN COPPER)
 WORKS, AMERIVENT SALES, INC.,)
 ANCHOR PACKING COMPANY, A.W.)
 CHESTERON COMPANY,)

Defendants.)

Case No. CV 2006-2474 PI

**ANSWER TO PLAINTIFFS' FIRST
 AMENDED COMPLAINT AND
 DEMAND FOR JURY TRIAL**

BABBITT STEAM SPECIALTY CO,)
 BECHTEL aka: SEQUOIA VENTURES)
 BECHTEL CONSTRUCTION COMPANY,))
 INC., BULLOUGH ABATEMENT, INC.,)
 BELL & GOSSETT, CERTAINTEED)
 CORPORATION, CLEAVER-BROOKS a)
 Division of Aqua Chem., Inc., COOPER)
 CROUSE-HINDS, COOPER INDUSTRIES,))
 CRANE CO., CROWN CORK & SEAL)
 COMPANY, INC., CUTLER HAMMER,)
 INC., EBONY CONSTRUCTION CO.,)
 INC., EMERSON ELECTRIC CO.,)
 FAIRBANKS MORSE PUMP)
 CORPORATION, FMC CORPORATION)
 (Hamer), FOSTER WHEELER COMPANY,))
 GARLOCK INCORPORATED, GOULD)
 INCORPORATED, GOULDS PUMPS)
 TRADING CORP., GUARD-LINE, INC.,)
 HENRY VOGT MACHINE, CO., HILL)
 BROTHERS, HONEYWELL, INC., IMO)
 INDUSTRIES, INDUSTRIAL HOLDING)
 CORPORATION, ITT INDUSTRIES, INC.,))
 INGERSOLL-RAND COMPANY,)
 JOHNSTON PUMPS, KELLY-MOORE)
 PAINT COMPANY, INC., PILKINGTON)
 NORTH AMERICAN, INC. f/k/a LIBBY-)
 OWENS FORD, METROPOLITAN LIFE)
 INSURANCE COMPANY, NIBCO, INC.,)
 A/K/A Northern Indiana Brass Co.,)
 NORDSTROM VALVE COMPANY,)
 OBIT INDUSTRIES, INC., OWENS-)
 ILLINOIS, INC., P&H CRANES, a/k/a)
 HARNISCHFEGOR CORPORATION,)
 PARAMOUNT SUPPLY COMPANY,)
 PAUL ROBERTS MACHINE SUPPLY)
 DIVISION, ADVANCED INDUSTRIAL)
 SUPPLY, INC., f/k/a POCATELLO)
 SUPPLY, INC., PROKO INDUSTRIES,)
 INC., PROKO INDUSTRIES, INC., RAPID)
 AMERICAN, RELIANCE ELECTRIC)
 MOTORS, ROCKWELL AUTOMATION,)
 INC., RUPERT IRON WORKS, SACOMA-)
 SIERRA, SCHNEIDER ELECTRIC,)
 SHEPARD NILES, INC., SIEMENS)

ENERGY & AUTOMATION, INC.,)
 STEEL WEST, INC., STERLING)
 FLUID SYSTEM (Peerless Pumps),)
 UNION CARBIDE CORPORATION,)
 UNION PACIFIC RAILROAD, VIACOM)
 INC., WARREN PUMPS, INC.,)
 WESTINGHOUSE ELECTRIC)
 CORPORATION, ZURN INDUSTRIES,)
 INC., and Does I through IV,)
)
 Defendants.)
 _____)

876
 COMES NOW, Defendant Advanced Industrial Supply, Inc. ("AIS"), by and through its counsel of record, W. Marcus W. Nye of Racine, Olson, Nye, Budge & Bailey, Chtd., and in Answer to Plaintiffs' First Amended Complaint, answers and alleges as follows:

1. AIS incorporates in full all allegations, denials, defenses and demand for jury trial made in answer to the original complaint.
2. With respect to paragraph 2 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.
2. With respect to paragraph 3 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.
3. With respect to paragraph 4 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.
4. With respect to paragraph 5 of Plaintiffs' First Amended Complaint, AIS is without

sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

5. With respect to paragraph 6 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

6. With respect to paragraph 7 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

877
7. With respect to paragraph 8 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

8. With respect to paragraph 9 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

9. With respect to paragraph 10 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

10. With respect to paragraph 11 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

11. With respect to paragraph 12 of Plaintiffs' First Amended Complaint, AIS is without

sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

12. With respect to paragraph 13 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

13. With respect to paragraph 14 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

14. With respect to paragraph 15 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

15. With respect to paragraph 16 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

16. With respect to paragraph 17 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

17. With respect to paragraph 18 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

18. With respect to paragraph 19 of Plaintiffs' First Amended Complaint, AIS is without

sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

19. With respect to paragraph 20 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

879
20. With respect to paragraph 21 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

DATED this 12th day of April, 2007.

RACINE, OLSON, NYE, BUDGE
& BAILEY, CHARTERED

By Carl Jim Volynfer:
W. MARCUS W. NYE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of April, 2007, I served a true and correct copy of the above and foregoing document to the following person(s) as follows:

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[Improperly Sued as FMC Corporation (Hamer)]

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;

Case No. CV-2006-2474-PI

**DEFENDANT FMC CORPORATION'S
[IMPROPERLY SUED AS FMC
CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED
COMPLAINT**

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 1**

886

ORIGINAL
S

DEFENDANT FMC CORPORATION'S IMPROPERLY SUED AS
FMC CORPORATION (HAMER) ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT-2887

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Defendants.

BECHTEL a/k/a: SIQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &
GOSSETT; CERTAINTIED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; IIT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
INC.; PILKINGTON NORTH AMERICAN, INC.
f/k/a LIBBY-OWENS FORD;
METROPOLITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; ORBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
ROBERTS MACHINE SUPPLY DIVISION;
ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
POCATELLO SUPPLY, INC.; PROKO
INDUSTRIES, INC.; PROKO INDUSTRIES,
INC.; RAPID AMERICAN; RELIANCE
ELECTRIC MOTORS; ROCKWELL
AUTOMATION, INC.; RUPERT IRON WORKS;
SACOMA-SIERA; SCHNEIDER ELECTRIC
SHEPARD NILES, INC.; SIEMENS ENERGY &
AUTOMATION, INC.; STEEL WEST, INC.;
STERLING FLUID SYSTEM (PEARLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.

2887

COMES NOW, defendant FMC Corporation, improperly sued as FMC Corporation (Hamer) ("FMC"), by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. FMC responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against FMC upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

2. FMC denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, FMC incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the additional or amended allegations contained in the Amended Complaint do not pertain to FMC, they warrant no response from FMC.

DEMAND FOR JURY TRIAL

FMC demands a trial by jury on all issues, claims, and defenses so triable.

DATED this 11 day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 

Lee Radford – Of the Firm
Attorneys for FMC Corporation
[Improperly Sued as FMC Corporation (Hamer)]

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 3 888**

S

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11 day of April, 2007, I caused a true and correct copy of the foregoing **DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS FMC CORPORATION (HAMER)] ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 5**

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Corporation, Ingersoll-Rand Company and
Pilkington North America, Inc.*

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 7892**

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Company*

**DEFENDANT FMC CORPORATION'S IMPROPERLY SUED AS
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*Attorneys for Defendant Hill Brothers Chemical
Company*



Lee Radford

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Attorneys for Defendant
Sterling Fluid Systems (USA), LLC
[Improperly Sued as Sterling Fluid
System (Peerless Pumps)]

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;

Case No. CV-2006-2474-PI

**ANSWER OF STERLING FLUID
SYSTEMS (USA), LLC [IMPROPERLY
SUED AS STERLING FLUID SYSTEM
(PEERLESS PUMPS)] TO
PLAINTIFFS' AMENDED
COMPLAINT**

**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 1**

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BECHTEL a/k/a: SEQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &
GOSSETT; CERTAINTEED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; ITT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
INC.; PILKINGTON NORTH AMERICAN, INC.
f/k/a LIBBY-OWENS FORD;
METROPOLOITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; OBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
ROBERTS MACHINE SUPPLY DIVISION;
ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
POCATELLO SUPPLY, INC.; PROKO
INDUSTRIES, INC.; PROKO INDUSTRIES,
INC.; RAPID AMERICAN; RELIANCE
ELECTRIC MOTORS; ROCKWELL
AUTOMATION, INC.; RUPERT IRON WORKS;
SACOMA-SIERRA; SCHNEIDER ELECTRIC
SHEPARD NILES, INC.; SIEMENS ENERGY &
AUTOMATION, INC.; STEEL WEST, INC.;
STERLING FLUID SYSTEM (PEERLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.,

Defendants.

**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 2**

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COMES NOW, defendant Sterling Fluid Systems (USA), LLC, improperly sued as Sterling Fluid System Inc. (Peerless Pumps) ("Sterling"), by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. Sterling responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against Sterling upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

2. Sterling denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Sterling incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.


4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Sterling, they warrant no response from Sterling.

DEMAND FOR JURY TRIAL

Sterling demands a trial by jury on all issues, claims, and defenses so triable.

DATED this 11 day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK & FIELDS,
CHARTERED

By  _____
Lee Radford – Of the Firm
Attorneys for Defendant Sterling Fluid
Systems, (USA), LLC [Improperly Sued as
Sterling Fluid System (Peerless Pumps)]

898

**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 4**

898

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11 day of April, 2007, I caused a true and correct copy of the foregoing **ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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Corporation, Ingersoll-Rand Company and
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**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 8**

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Lee Radford

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Attorneys for Defendant Eaton Electrical Inc. (formerly known as Cutler-Hammer Inc.)

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and)
as Spouse and Personal Representative of the)
ESTATE OF TED CASTORENA; ARLENE)
STOOR, Individually and as Spouse and)
Personal Representative of the ESTATE OF)
JOHN D. STOOR; STEPHANIE BRANCH,)
Individually and as Personal Representative of)
the ESTATE OF ROBERT BRANCH, JR.;)
ROBERT L. HRONEK; MARLENE)
KISLING, Individually and as Personal)
Representative of the ESTATE OF WILLIAM)
D. FRASURE; NORMAN L. DAY,)

Plaintiffs,)

vs.)

GENERAL ELECTRIC, AMERIVENT, [sic])
SALES, INC., ALASKAN COPPER)
WORKS, AMERIVENT SALES, INC.,)
ANCHOR PACKING COMPANY, A.W.)

Case No. CV 2006-2474 PI

**ANSWER OF DEFENDANT EATON
ELECTRICAL INC. (FORMERLY
KNOWN AS "CUTLER-HAMMER
INC.") TO FIRST AMENDED
COMPLAINT; DEMAND FOR JURY
TRIAL**

ANSWER OF DEFENDANT EATON ELECTRICAL INC. (FORMERLY KNOWN AS
"CUTLER-HAMMER INC.") TO FIRST AMENDED COMPLAINT; DEMAND FOR JURY
TRIAL - Page 1

905

S

CHESTERTON COMPANY, BABITT)
 STEAM SPECIALTY, CO, BECHTEL aka:)
 SEQUOIA VENTURES, BECHTEL)
 CONSTRUCTION COMPANY, INC.,)
 BULLOUGH ABATEMENT, INC., BELL &)
 GOSSETT, CERTAINTEED)
 CORPORATION, CLEAVER-BROOKS a)
 Division of Aqua Chem., Inc., COOPER)
 CROUSE-HINDS, COOPER INDUSTRIES,)
 CRANE CO., CROWN CORK & SEAL)
 COMPANY, INC., CUTLER HAMMER,)
 INC., EBONY CONSTRUCTION CO., INC.,)
 EMERSON ELECTRIC CO., FAIRBANKS)
 MORSE PUMP CORPORATION, FMC)
 CORPORATION (Hamer), FOSTER)
 WHEELER COMPANY, GARLOCK)
 INCORPORATED, GOULD)
 INCORPORATED, GOULDS PUMPS)
 TRADING CORP., GUARD-LINE, INC.,)
 HENRY VOGT MACHINE, CO., HILL)
 BROTHERS, HONEYWELL, INC., IMO)
 INDUSTRIES, INDUSTRIAL HOLDING)
 CORPORATION, ITT INDUSTRIES, INC.,)
 INGERSOLL-RAND COMPANY,)
 JOHNSTON PUMPS, KELLY-MOORE)
 PAINT COMPANY, INC., PILKINGTON)
 NORTH AMERICAN, INC. f/k/a LIBBY-)
 OWENS FORD, METROPOLITAN LIFE)
 INSURANCE COMPANY, NIBCO, INC.,)
 A/K/A Northern Indiana Brass Co.,)
 NORDSTROM VALVE COMPANY, OBIT)
 INDUSTRIES, INC., OWENS-ILLINOIS,)
 Inc., P & H CRANES, a/k/a)
 HARNISCHFEGOR CORPORATION,)
 PARAMOUNT SUPPLY COMPANY, PAUL)
 ROBERTS MACHINE SUPPLY DIVISION,)
 ADVANCED INDUSTRIAL SUPPLY, INC.,)
 f/k/a POCATELLO SUPPLY, INC., PROKO)
 INDUSTRIES, INC., PROKO INDUSTRIES,)
 INC. [*sic*], RAPID AMERICAN, RELIANCE)
 ELECTRIC MOTORS, ROCKWELL)
 AUTOMATION, INC., RUPERT IRON)
 WORKS, SACOMA-SIERRA, SCHNEIDER)

906

ANSWER OF DEFENDANT EATON ELECTRICAL INC. (FORMERLY KNOWN AS
 "CUTLER-HAMMER INC.") TO FIRST AMENDED COMPLAINT; DEMAND FOR JURY
 TRIAL - Page 2

906

S

ELECTRIC, SHEPARD NILES, INC.,)
 SIEMENS ENERGY & AUTOMATION,)
 INC., STEEL WEST, INC., STERLING)
 FLUID SYSTEM (Peerless Pumps), UNION)
 CARBIDE CORPORATION, UNION)
 PACIFIC RAILROAD, VIACOM INC.,)
 WARREN PUMPS, INC., WESTINGHOUSE)
 ELECTRIC CORPORATION, ZURN)
 INDUSTRIES, INC., and Does I through IV,)
)
 Defendants.)
)

907
 Defendant Eaton Electrical Inc. (formerly known as “Cutler-Hammer Inc.,” and incorrectly named as a defendant in this action as “Cutler Hammer, Inc.”) (hereinafter referred to as “Defendant”), by and through its counsel of record, Hawley Troxell Ennis & Hawley LLP, hereby admits, denies and avers in answer to the March 27, 2007 First Amended Complaint filed in this action on behalf of plaintiffs (including, as applicable, the respective decedents of plaintiffs) (hereinafter referred to individually and collectively as “Plaintiffs”) as follows:

PART A

FAILURE TO STATE A CLAIM

1. The First Amended Complaint fails to state a claim upon which relief can be granted.

PART B

ADMISSIONS, DENIALS AND AVERMENTS

2. For its response to Paragraph 1 of the First Amended Complaint, Defendant restates and realleges, as though fully set forth herein, the responses set forth in Defendant’s September 8, 2006 “Answer and Demand for Jury Trial of Defendant Eaton Electrical Inc.

S

(Formerly Known As 'Cutler-Hammer Inc.')

905

to Paragraphs 1 through 125 of Plaintiffs' June 2, 2006 Complaint in this action.

3. Defendant does not believe that the allegations contained in Paragraphs 2 through 21 of the First Amended Complaint are directed to Defendant and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to Defendant, Defendant denies the same; insofar as the allegations contained in Paragraphs 2 through 21 of the First Amended Complaint purport to be directed to other parties, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

PART C

AFFIRMATIVE DEFENSES

Defendant restates and reasserts, as though fully set forth herein, all of the Affirmative Defenses set forth in Defendant's September 8, 2006 "Answer and Demand for Jury Trial of Defendant Eaton Electrical Inc. (Formerly Known As 'Cutler-Hammer Inc.')

in this action. In asserting the aforementioned defenses, Defendant does not assume the burden of proving any element(s) thereof which any applicable case law, common law, statute, rule, regulation or other authority places upon Plaintiffs and/or any of them.

STATEMENT REGARDING ADDITIONAL DEFENSES

Defendant is considering and believes that it may have additional defenses, but does not have sufficient information at this time to assert such additional defenses. Defendant does not waive or intend to waive any such defenses, and specifically asserts its intention to amend its

Answer to Plaintiffs' First Amended Complaint if, pending research and after discovery, facts come to light giving rise to such additional defenses.

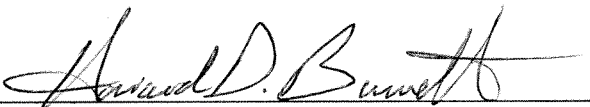
PRAYER FOR RELIEF

WHEREFORE, Defendant prays for this Court's judgment as follows:

1. That the Complaint and the First Amended Complaint be dismissed, with prejudice, and that Plaintiffs take nothing thereby;
2. That Defendant be awarded costs and attorney's fees under I.R.C.P. 54 and Idaho Code §§12-120, 12-121, 12-123 and/or other applicable statutes and rules; and,
3. That Defendant be awarded such other and further relief as this Court may deem just and proper.

DATED this 16th day of April, 2007.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By: 
Howard D. Burnett


Attorneys for Defendant Eaton Electrical Inc.
(formerly known as "Cutler-Hammer Inc.")

DEMAND FOR JURY TRIAL

Defendant respectfully demands a jury trial on all issues pursuant to Rule 38(b) of the Idaho Rules of Civil Procedure, and Defendant will not stipulate to a jury of less than 12 persons.

DATED this 16th day of April, 2007.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By: 
Howard D. Burnett

Attorneys for Defendant Eaton Electrical Inc.
(formerly known as "Cutler-Hammer Inc.")

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of April, 2007, I caused to be served a true copy of the foregoing ANSWER OF DEFENDANT EATON ELECTRICAL INC. (FORMERLY KNOWN AS "CUTLER-HAMMER INC.") TO FIRST AMENDED COMPLAINT; DEMAND FOR JURY TRIAL by the method indicated below, and addressed to each of the following:

<p>James C. Arnold PETERSEN, PARKINSON & ARNOLD, PLLC 390 North Capital Avenue P.O. Box 1645 Idaho Falls, Idaho 83403-1645</p> <p>G. Patterson Keahey G. PATTERSON KEAHEY, P.C. One Independence Plaza, Suite 612 Birmingham, Alabama 35209</p> <p>Attorneys for Plaintiffs</p>	<p><input checked="" type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p> <p><input checked="" type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Christopher C. Burke GREENER BANDUCCI SHOEMAKER P.A. 950 West Bannock, Suite 900 Boise, Idaho 83702</p> <p>Attorneys for Defendants CBS Corporation f/k/a Viacom Inc. f/k/a Westinghouse Electric Corporation, Ingersoll-Rand Company and Pilkington North America, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Alan C. Goodman GOODMAN LAW OFFICE P.O. Box D 717 7th Street Rupert, Idaho 83350</p> <p>Attorneys for Defendant Rupert Iron Works, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>



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<p>212 Thomas J. Lyons MERRILL & MERRILL, CHARTERED 109 North Arthur, 5th Floor P.O. Box 991 Pocatello, Idaho 83204-0991</p> <p>Jackson Schmidt PEPPLE JOHNSON CANTU & SCHMIDT, PLLC 1900 Seattle Tower Building 1218 Third Avenue Seattle, Washington 98101</p> <p>Attorneys for Defendant OI (formerly known as Owens-Illinois, Inc.)</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p> <p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
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<p>David H. Maguire David R. Kress MAGUIRE & KRESS 1414 East Center P.O. Box 4758 Pocatello, Idaho 83205-4758</p> <p>Attorneys for Defendants A.W. Chesterton Company and Shepard Niles, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>913 Christopher P. Graham TROUT JONES GLEDHILL FUHRMAN, P.A. The 9th & Idaho Center 225 North 9th Street, Suite 820 Boise, Idaho 83701</p> <p>Attorneys for Defendants Anchor Packing Company, Fairbanks Morse Pump Corporation and Garlock Incorporated</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
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Investment Company, Kelly-Moore Paint Company, Inc., and
Square D Company [incorrectly named as "Schneider Electric"]

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<p>Kent Hansen Cheri K. Gochberg UNION PACIFIC RAILROAD COMPANY 280 South 400 West, #250 Salt Lake City, Utah 84101</p> <p>E. Scott Savage Casey K. McGarvey BERMAN & SAVAGE 170 South Main Street, Suite 500 Salt Lake City, Utah 84101</p> <p>Attorneys for Defendant Union Pacific Railroad Company</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p> <p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>914</p> <p>Donald J. Farley HALL, FARLEY, OBERRECHT & BLANTON, P.A. 702 West Idaho, Suite 700 P.O. Box 1271 Boise, Idaho 83701</p> <p>Attorneys for Defendant NIBCO Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Michael W. Moore Steven R. Kraft MOORE & BASKIN 1001 West Idaho Street, Suite 400 P.O. Box 6756 Boise, Idaho 83707</p> <p>Attorneys for Hill Brothers Chemical Co.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

<p>John A. Bailey, Jr. RACINE OLSON NYE BUDGE & BAILEY CHARTERED 201 East Center P.O. Box 1391 Pocatello, Idaho 83204-1391</p> <p>Attorneys for Gould Incorporated and Goulds Pumps Trading Corp.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Brian D. Harper 161 5th Avenue S, Suite 202 P.O. Box 2838 Twin Falls, Idaho 83303</p> <p>Attorney for Defendant Guard-Line, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Kevin J. Scanlan Dana M. Herberholz HALL, FARLEY, OBERRECHT & BLANTON, P.A. 702 West Idaho, Suite 700 Post Office Box 1271 Boise, Idaho 83701</p> <p>Attorneys for Parker-Hannifin Corporation, a non-party, served with the Complaint as "Parker-Hannifin Corporation fka Sacoma-Sierra, Inc., Dfts." and as a successor in interest to Sacoma-Sierra, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Kelly A. Cameron Randall L. Schmitz PERKINS COIE LLP 251 East Front Street, Suite 400 Boise, Idaho 83702-7310</p> <p>Attorneys for Defendant Crane Co.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

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Attorneys for Defendant Bullough Abatement, Inc.

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Howard D. Burnett

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Christopher C. Burke, ISB No. 2098
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Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

919

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and as Spouse and Personal Representative of the Estate of TED CASTORENA; ALENE STOOR, Individually and as Spouse and Personal Representative of the Estate of JOHN D. STOOR; STEPHANIE BRANCH, Individually and as Personal Representative of the Estate of ROBERT BRANCH, JR.; ROBERT L. HRONEK; MARLENE KISLING, Individually and as Personal Representative of the Estate of WILLIAM D. FRASURE; NORMAN L. DAY,

Plaintiffs,

v.

GENERAL ELECTRIC, et al.,

Defendants.

Case No. CV-2006-2474-PI

**INGERSOLL-RAND COMPANY'S
ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

Defendant Ingersoll-Rand Company (hereinafter "Answering Defendant"), by and through the undersigned counsel, hereby responds to Plaintiff's March 27, 2007 Amended Complaint.

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FIRST DEFENSE

1. The Amended Complaint fails to state a claim against Answering Defendant upon which relief may be granted, and should be dismissed with prejudice, pursuant to Idaho Rules of Civil Procedure, Rule 12(b)(6).

SECOND DEFENSE

2. Answering Defendant denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiff's Amended Complaint, Answering Defendant incorporates each denial and affirmative defense set forth in its Answer to Plaintiff's Initial Complaint.

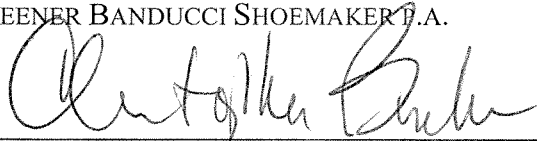
4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Answering Defendant, they warrant no response from Answering Defendant. To the extent response is warranted, Answering Defendant denies the additional or amended allegations for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

DEMAND FOR JURY TRIAL

Answering Defendant demands a trial by jury on all issues, claims, and defense so triable.

DATED: April 17, 2007.

GREENER BANDUCCI SHOEMAKER P.A.



CHRISTOPHER C. BURKE

Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13 day of April, 2007, a true and correct copy of the within and foregoing instrument was served upon:

James C. Arnold Petersen Parkinson & Arnold, PLLC 390 N. Capital Avenue P.O. Box 1645 Idaho Falls, ID 83403-1656 Attorneys for Plaintiff	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 522-8547 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
G. Patterson Keahey G. Patterson Keahey, P.C. One Independence Plaza, Suite 612 Birmingham, AL 35209 Attorneys for Plaintiff	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (205) 871-0801 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
Alan C. Goodman Goodman Law Office 717 7 th Street P.O. Box D Rupert, ID 83350 Attorney for Rupert Iron Works, Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 436-4774 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
Thomas J. Lyons Merrill & Merrill 109 N. Arthur, 5 th Floor P.O. Box 991 Pocatello, ID 83204-0991 Attorney for Owens-Illinois Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-2499 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
Jackson Schmidt Pepple Johnson Cantu & Schmidt, PLLC 1218 Third Avenue, Suite 1900 Seattle, WA 98101-3051 Attorney for Owens-Illinois Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (206) 625-1627 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
W. Marcus Nye Racine Olson Nye Budge & Bailey, Chtd. 201 E. Center P.O. Box 1391 Pocatello, ID 83204-1391 Attorney for Advanced Industrial Supply Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-6109 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email

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<p>John A. Bailey, Jr. Racine Olson Nye Budge & Bailey, Chtd. 201 E. Center P.O. Box 1391 Pocatello, ID 83204-1381</p> <p>Attorney for Gould Incorporated and Goulds Pumps Trading Corp.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-6109 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>David H. Maguire and/or David R. Kress Maguire & Kress 1414 E. Center P.O. Box 4758 Pocatello, ID 83205-4758</p> <p>Attorneys for A.W. Chesterton Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-5181 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Christopher P. Graham Brassey Wetherell Crawford & Garrett, LLP 203 Main Street P.O. Box 1009 Boise, ID 83702</p> <p>Attorneys for Garlock Incorporated, Anchor Packing Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 344-7077 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Murray J. ("Jim") Sorensen Blaser Sorensen & Hansen 285 NW Main P.O. Box 1047 Blackfoot, ID 83221</p> <p>Attorneys for Steel West Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 785-7080 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>L. Charles Johnson III Attorney at Law 419 W. Benton P.O. Box 1725 Pocatello, ID 83204</p> <p>Attorneys for Crown Cork & Seal Company, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-9161 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Howard D. Burnett Hawley Troxell Ennis & Hawley LLP 333 South Main Street P.O. Box 100 Pocatello, ID 83204</p> <p>Attorneys for Eaton Electrical Inc. (f/k/a Cutler-Hammer Inc.).</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 233-1304 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

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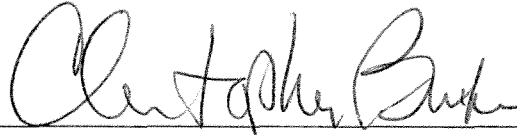
<p>Gary T. Dance and/or Lee Radford and/or Benjamin C. Ritchie Moffatt, Thomas, Barrett, Rock & Fields Chtd. 412 West Center P.O. Box 817 Pocatello, ID 83204</p> <p>Attorneys for Defendants FMC Corporation, Henry Vogt Machine Co., and Warren Pumps, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-0150 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Donald F. Carey and/or Carole I. Wesenberg Robert D. Williams Quane Smith LLP 2325 West Broadway, Suite B Idaho Falls, ID 83402-2913</p> <p>Attorneys for Defendants Reliance Electric Company and Rockwell Automation, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 529-0005 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>923 A. Bruce Larson 155 S. 2nd P.O. Box 6369 Pocatello, ID 83205-6369</p> <p>Attorneys for P & H Cranes, a/k/a Harnishcchfegor Corporation, Cleaver-Brooks, a Division of AQUA Chem, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 478-7602 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Gary L. Cooper and/or M. Anthony Sasser Cooper & Larsen, Chartered 151 North 3rd Avenue, Suite 210 P.O. Box 4229 Pocatello, ID 83205-4229</p> <p>Attorneys for Defendants Paramount Supply Company, Zurn Industries, Inc., and Bullough Abatement, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 235-1182 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>J. Kevin Murphy and/or Michael F. Skolnick Kipp and Christian, P.C. 10 Exchange Place, 4th Floor SLC, UT 84111</p> <p>Attorneys for Bullough Abatement, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (801) 359-9004 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Andrew Grade and/or M. Mattingly Steven V. Rizzo, PC Lincoln Place, Suite 350 1620 SW Taylor Street Portland, OR 97205</p> <p>Attorneys for Defendants Paramount Supply Company and Zurn Industries, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (503) 229-0630 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

<p>E. Scott Savage and/or Casey K. McGarvey Berman & Savage 170 South Main Street, Suite 500 Salt Lake City, UT 84101 Attorneys for Defendant Union Pacific Railroad Co.</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>Donald J. Farley and/or Dana Herberholz Hall, Farley, Oberrecht & Blanton, P.A. 702 West Idaho, Suite 700 P.O. Box 1271 Boise, ID 83701 Attorneys for Defendant NIBCO Inc.</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 395-8585 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>924 C. Timothy Hopkins and/or Steven K. Brown Hopkins Roden Crockett Hansen & Hoopes P.O. Box 51219 428 Park Avenue Idaho Falls, ID 83405-1219 Attorneys for Defendants Alaskan Copper Works and Kelly-Moore Paint Company</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>Brian Harper Attorney at Law 161 5th Avenue, Suite 202 P.O. Box 2838 Twin Falls, ID 83303 Attorneys for Defendant Guard-Line, Inc.</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>Michael W. Moore and/or Steven R. Kraft Moore & Baskin, LLP 1001 W. Idaho, Suite 400 P.O. Box 6756 Boise, ID 83707 Attorneys for Defendant Hill Brothers Chemical Company</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 336-7031 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>Randall L. Schmitz and/or Kelly Cameron and/or Randall L. Schmitz Perkins Coie LLP 251 East Front Street, Suite 400 Boise, ID 83702-7310 Attorneys for Defendants Crane Company and Honeywell, Inc.</p>	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 343-3232 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email

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Attorney for Defendant Crane Company

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Christopher C. Burke

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Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and as Spouse and Personal Representative of the Estate of TED CASTORENA; ALENE STOOR, Individually and as Spouse and Personal Representative of the Estate of JOHN D. STOOR; STEPHANIE BRANCH, Individually and as Personal Representative of the Estate of ROBERT BRANCH, JR.; ROBERT L. HRONEK; MARLENE KISLING, Individually and as Personal Representative of the Estate of WILLIAM D. FRASURE; NORMAN L. DAY,

Plaintiffs,

v.

GENERAL ELECTRIC, et al.,

Defendants.

Case No. CV-2006-2474-PI

**CBS/VIACOM/WESTINGHOUSE'S
ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

Defendant CBS Corporation, a Delaware corporation, f/k/a Viacom, Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation

(hereinafter "Answering Defendant"), by and through the undersigned counsel, hereby responds to Plaintiff's March 27, 2007 Amended Complaint.

FIRST DEFENSE

1. The Amended Complaint fails to state a claim against Answering Defendant upon which relief may be granted, and should be dismissed with prejudice, pursuant to Idaho Rules of Civil Procedure, Rule 12(b)(6).

SECOND DEFENSE

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2. Answering Defendant denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiff's Amended Complaint, Answering Defendant incorporates each denial and affirmative defense set forth in its Answer to Plaintiff's Initial Complaint.

4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Answering Defendant, they warrant no response from Answering Defendant. To the extent response is warranted, Answering Defendant denies the additional or amended allegations for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

DEMAND FOR JURY TRIAL

Answering Defendant demands a trial by jury on all issues, claims, and defense so triable.

DATED April 13, 2007.

GREENER BANDUCCI SHOEMAKER P.A.


CHRISTOPHER C. BURKE

Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13 day of April, 2007, a true and correct copy of the within and foregoing instrument was served upon:

<p>James C. Arnold Petersen Parkinson & Arnold, PLLC 390 N. Capital Avenue P.O. Box 1645 Idaho Falls, ID 83403-1656</p> <p>Attorneys for Plaintiff</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 522-8547 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>G. Patterson Keahey G. Patterson Keahey, P.C. One Independence Plaza, Suite 612 Birmingham, AL 35209</p> <p>Attorneys for Plaintiff</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (205) 871-0801 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Alan C. Goodman Goodman Law Office 717 7th Street P.O. Box D Rupert, ID 83350</p> <p>Attorney for Rupert Iron Works, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 436-4774 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Thomas J. Lyons Merrill & Merrill 109 N. Arthur, 5th Floor P.O. Box 991 Pocatello, ID 83204-0991</p> <p>Attorney for Owens-Illinois Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-2499 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Jackson Schmidt Pepple Johnson Cantu & Schmidt, PLLC 1218 Third Avenue, Suite 1900 Seattle, WA 98101-3051</p> <p>Attorney for Owens-Illinois Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (206) 625-1627 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
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<p>David H. Maguire and/or David R. Kress Maguire & Kress 1414 E. Center P.O. Box 4758 Pocatello, ID 83205-4758</p> <p>Attorneys for A.W. Chesterton Company</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-5181 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>Christopher P. Graham Brassey Wetherell Crawford & Garrett, LLP 203 Main Street P.O. Box 1009 Boise, ID 83702</p> <p>Attorneys for Garlock Incorporated, Anchor Packing Company</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 344-7077 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
<p>Murray J. ("Jim") Sorensen Blaser Sorensen & Hansen 285 NW Main P.O. Box 1047 Blackfoot, ID 83221</p> <p>Attorneys for Steel West Inc.</p>	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 785-7080 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
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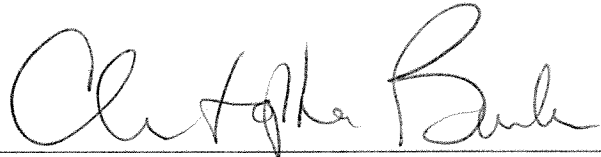
<p>Gary T. Dance and/or Lee Radford and/or Benjamin C. Ritchie Moffatt, Thomas, Barrett, Rock & Fields Chtd. 412 West Center P.O. Box 817 Pocatello, ID 83204</p> <p>Attorneys for Defendants FMC Corporation, Henry Vogt Machine Co., and Warren Pumps, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-0150 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
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<p>A. Bruce Larson 155 S. 2nd P.O. Box 6369 Pocatello, ID 83205-6369</p> <p>Attorneys for P & H Cranes, a/k/a Harnishchfegor Corporation, Cleaver-Brooks, a Division of AQUA Chem, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 478-7602 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Gary L. Cooper and/or M. Anthony Sasser Cooper & Larsen, Chartered 151 North 3rd Avenue, Suite 210 P.O. Box 4229 Pocatello, ID 83205-4229</p> <p>Attorneys for Defendants Paramount Supply Company, Zurn Industries, Inc., and Bullough Abatement, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 235-1182 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
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<p>Andrew Grade and/or M. Mattingly Steven V. Rizzo, PC Lincoln Place, Suite 350 1620 SW Taylor Street Portland, OR 97205</p> <p>Attorneys for Defendants Paramount Supply Company and Zurn Industries, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (503) 229-0630 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

<p>E. Scott Savage and/or Casey K. McGarvey Berman & Savage 170 South Main Street, Suite 500 Salt Lake City, UT 84101 Attorneys for Defendant Union Pacific Railroad Co.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Donald J. Farley and/or Dana Herberholz Hall, Farley, Oberrecht & Blanton, P.A. 702 West Idaho, Suite 700 P.O. Box 1271 Boise, ID 83701 Attorneys for Defendant NIBCO Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 395-8585 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>931 C. Timothy Hopkins and/or Steven K. Brown Hopkins Roden Crockett Hansen & Hoopes P.O. Box 51219 428 Park Avenue Idaho Falls, ID 83405-1219 Attorneys for Defendants Alaskan Copper Works and Kelly-Moore Paint Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Brian Harper Attorney at Law 161 5th Avenue, Suite 202 P.O. Box 2838 Twin Falls, ID 83303 Attorneys for Defendant Guard-Line, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Michael W. Moore and/or Steven R. Kraft Moore & Baskin, LLP 1001 W. Idaho, Suite 400 P.O. Box 6756 Boise, ID 83707 Attorneys for Defendant Hill Brothers Chemical Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 336-7031 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Randall L. Schmitz and/or Kelly Cameron and/or Randall L. Schmitz Perkins Coie LLP 251 East Front Street, Suite 400 Boise, ID 83702-7310 Attorneys for Defendants Crane Company and Honeywell, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 343-3232 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

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Attorneys for Defendant
Union Pacific Railroad Company

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, ET AL.,)	
)	
Plaintiffs,	)	UNION PACIFIC RAILROAD
vs.	)	COMPANY'S ANSWER TO FIRST
	)	AMENDED COMPLAINT AND
	)	RELIANCE UPON PLAINTIFFS' JURY
GENERAL ELECTRIC, ET AL.,	)	DEMAND
)	
Defendants.)	
	)	Civil Action No. CV-2006-2474-PI
)	

Defendant Union Pacific Railroad Company ("Defendant") hereby answers plaintiffs'

First Amended Complaint ("Complaint") and alleges as follows:

FIRST DEFENSE

The Complaint fails to state a claim against the Defendant upon which relief can be granted.

UNION PACIFIC RAILROAD
COMPANY'S ANSWER AND
RELIANCE UPON JURY DEMAND 1

SECOND DEFENSE

Responding to the particular allegations contained in the Complaint, Defendant admits, denies and alleges as follows:

1. Responding to paragraph 1 of the Complaint, Defendant incorporates in full all admissions, denials and allegations made in its response to the original Complaint
2. Defendant denies the allegations contained in paragraph 2 of the Complaint.
3. Defendant lacks sufficient knowledge or information at this time to admit or deny the allegations of paragraph 3 of the Complaint, and therefore denies the allegations of that paragraph. Defendant expressly denies that it has its "own asbestos containing products."
4. Defendant denies the allegations contained in paragraph 4 of the Complaint.
5. Defendant denies the allegations contained in paragraph 5 of the Complaint.
6. Defendant denies the allegations contained in paragraph 6 of the Complaint.
7. Defendant denies the allegations contained in paragraph 7 of the Complaint.
8. Defendant denies the allegations contained in paragraph 8 of the Complaint.
9. Defendant denies the allegations contained in paragraph 9 of the Complaint.
10. Defendant denies the allegations contained in paragraph 10 of the Complaint.
11. Defendant denies the allegations contained in paragraph 11 of the Complaint.
12. Defendant denies the allegations contained in paragraph 12 of the Complaint.
13. Defendant denies the allegations contained in paragraph 13 of the Complaint..
14. Defendant denies the allegations contained in paragraph 14 of the Complaint.

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15. Defendant denies the allegations contained in paragraph 15 of the Complaint.
 16. Defendant denies the allegations contained in paragraph 16 of the Complaint.
 17. Defendant denies the allegations contained in paragraph 17 of the Complaint.
 18. Defendant denies the allegations contained in paragraph 18 of the Complaint.
 19. Defendant denies the allegations contained in paragraph 19 of the Complaint.
 20. Defendant denies the allegations contained in paragraph 20 of the Complaint.
 21. Defendant denies the allegations contained in paragraph 21 of the Complaint.
 22. Defendant denies each and every allegation not expressly admitted herein.

THIRD DEFENSE

Plaintiffs' claims against Defendant are barred by the applicable statute of limitations, or by the doctrines of estoppel, waiver or laches, or by release, in that, among other things, plaintiffs and their decedents failed to notify this Defendant of any problem with asbestos or asbestos products within a reasonable time after they purportedly discovered or should have discovered any defect or nonconformity, if any existed.

FOURTH DEFENSE

The plaintiffs' claims are barred by applicable statutes of limitation or by the doctrine of repose in the State of Idaho or any other applicable state or jurisdiction, including IDAHO CODE ANN. §§ 5-219, 5-224.

FIFTH DEFENSE

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Any damages suffered by plaintiffs or their decedents, which Defendant denies, were either caused by and/or contributed to by the negligence of the plaintiffs or their decedents and/or caused by and/or contributed to by the acts or negligence of others for whom Defendant is not responsible, including but not limited to all co-defendants, and Defendant's liability, if any, should be extinguished or reduced accordingly. See IDAHO CODE ANN. § 6-801, et seq. The following entities may have caused or be at fault for plaintiffs' or their decedents' claimed injuries and damages: Johns-Manville Corporation, Manville Corporation, Armstrong World Industries, Inc., Babcock & Wilcox, Baldwin-Ehret Hill, Bullough Asbestos and Supply Company, Bullough Insulation & Supply Company, Bullough Abatement, Inc., Carey Canada, Keene Corp., Celotex Corporation, Chicago Fire Brick Co., Eagle-Picher, E. J. Bartells, Federal-Mogul Products, Inc., Moog Automotive Products, Inc., Wagner Electric Corporation, Ferodo America, Inc., Forty-Eight Insulations, Fibreboard Corporation, G-I Holdings, Inc., GAF Corporation, Inc. (individually and as successor-in-interest to Ruberoid), Gasket Holdings, Inc., Flexitallic, Inc., Gatke, H.K. Porter, Harbison-Walker Refractories Company, Kaiser Aluminum & Chemical Corporation, Kaiser Refractories, Nicolet, North American Refractories, Owens-Corning Corporation, Owens-Illinois, Philip Carey Company, Pittsburgh Corning Corporation, Plibrico Company, Raymark, Raybestos-Manhattan, Rock Wool Manufacturing, Rutland Fire Clay, Synkoloid, Standard Insulations, The Ryder Corporation, Unarco, United States Gypsum Company, U.S. Mineral, National Gypsum Company, Asbestos Claims Management

937
Corporation, W.R. Grace, & Co.-Conn., ABB Lummus Global, Inc., ACandS, A.P. Green Industries, Inc., A.P. Green Services, Inc., Amatex, Combustion Engineering, parties named in plaintiffs' Complaint, plaintiffs' or their decedents' employers, the U.S. Army, the U.S. Navy, the United States Government, and unknown manufacturers of asbestos and asbestos-containing products to which plaintiffs or their decedents may have been exposed. The cigarette manufacturers, including but not limited to, the following may also have caused or been at fault for plaintiffs' or their decedents' claimed injuries and damages: Phillip Morris, Inc., R.J. Reynolds Tobacco Company, Brown & Williamson Tobacco Corporation, B.A.T. Industries, p.l.c., Lorillard Tobacco Company, Liggett Group, Inc., United States Tobacco Company, and the American Tobacco Company, Inc. Additional entities that caused or are at fault for plaintiffs' or their decedents' claimed injuries and damages will be identified as they are discovered.

SIXTH DEFENSE

To the extent Defendant may be found liable for plaintiffs' or their decedents' alleged damages, Defendant is entitled to a set-off against or mitigation of any damages claimed by plaintiffs in an amount equal to any advances, supplemental sickness benefits, short or long term disability benefits, medical benefits and/or other benefits plaintiffs or their decedents have received, or will receive.

SEVENTH DEFENSE

This Defendant is entitled to an offset for any potential damages awarded the plaintiffs or payments made to the plaintiffs or their decedents by other co-defendants or third parties relating

to the alleged injuries, damages, or diseases of plaintiffs or their decedents.

EIGHTH DEFENSE

Plaintiffs or their decedents have aggravated or failed to mitigate the alleged damages.

NINTH DEFENSE

At the time of plaintiffs' or their decedents' alleged exposures to the alleged asbestos-containing materials, the body of knowledge in the scientific, medical and industrial community did not recognize any risk or danger involved with the use of the asbestos-containing products to which plaintiffs allege they or their decedents were exposed, and Defendant will rely upon the state of the art defense and its compliance with all statutes, regulations and industry standards.

TENTH DEFENSE

Plaintiffs have failed to join one or more indispensable parties.

ELEVENTH DEFENSE

Venue may not be proper in this Court.

TWELFTH DEFENSE

No products were manufactured, supplied or sold by this Defendant.

THIRTEENTH DEFENSE

The plaintiffs or their decedents did not reasonably rely on any alleged act, failure to disclose, or failure to act by this Defendant.

FOURTEENTH DEFENSE

Any plaintiffs' claim for punitive damages is not recoverable and is barred by at least the

939
following provisions of the United States Constitution and Idaho Constitutions: (1) the due process clauses of the fifth and fourteenth amendments to the United States Constitution, and Article I, § 13 of the Idaho Constitution; (2) the taking clauses of fifth and fourteenth amendments to the United States Constitution and Article I, § 14 of the Idaho Constitution; (3) the equal protection clauses of the fourteenth amendment to the United States Constitution and Article I, § 2 of the Idaho Constitution; (4) the prohibitions against excessive fines and punishments contained in the eighth amendment to the United States Constitution and Article I, § 6 of the Idaho Constitution; (5) the prohibition of ex post facto laws contained in Article I, § 16 of the Idaho Constitution; and (6) the open court provision in Article I, § 18 of the Idaho Constitution. No award of punitive damages, if any, may exceed the sum of \$250,000.00 as provided by, inter alia, IDAHO CODE ANN. § 6-1603 (2004). Any claim for punitive damages is further barred or limited by the provisions of IDAHO CODE ANN. § 6-1604.

FIFTEENTH DEFENSE

This Defendant alleges on information and belief, that plaintiffs or their decedents knew, or in the exercise of ordinary care, should have known of the risks and hazards involved in the undertaking in which plaintiffs or their decedents were engaged, but nevertheless freely and voluntarily consented to and assumed the risks and hazards incident to said operations, acts and conduct at the times and places mentioned in the Complaint.

SIXTEENTH DEFENSE

In the event plaintiffs assert a claim for loss of consortium, plaintiffs may have failed to meet the requirements of IDAHO CODE ANN. § 5-311 to sustain an action for consortium. This Defendant also asserts all of its affirmative defenses contained herein against plaintiffs' claim for loss of consortium

SEVENTEENTH DEFENSE

940
This Defendant alleges, based upon information and belief, that other than itself the employers of plaintiffs or their decedents or others were negligent and careless with respect to the matters alleged in the Complaint and that such negligence and carelessness was the intervening and/or sole proximate cause of plaintiffs' or their decedents' alleged injuries, damages and diseases.

EIGHTEENTH DEFENSE

This Defendant alleges, based upon information and belief, that the products in question were improperly maintained and used and/or were abused and that such improper maintenance and use and abuse were intervening and/or proximate causes of plaintiffs' or their decedents' alleged injuries, damages and diseases.

NINETEENTH DEFENSE

This Defendant alleges, based upon information and belief, that the plaintiffs' claims are barred based upon modification, alteration, or change in some manner of the products identified in the Complaint.

TWENTIETH DEFENSE

941
This Defendant alleges, based upon information and belief, that the plaintiffs are unable to identify the actual manufacturer or manufacturers of the products which allegedly caused the injuries, damages and diseases which plaintiffs or their decedents claim to have suffered, and that said manufacturers were entities other than this Defendant. Therefore, this Defendant is not liable for plaintiffs' or their decedents' alleged injuries, damages and diseases.

TWENTY-FIRST DEFENSE

Any claim for non-economic loss or injury may not exceed any applicable limits, whether statutory or otherwise.

TWENTY-SECOND DEFENSE

In the event plaintiffs assert a claim for breach of contract or warranty, plaintiffs failed to give timely, adequate, and sufficient notice of the alleged breach of implied warranty of merchantability and fitness for a particular purpose, if any, and their claims for such alleged breach are, therefore, barred.

TWENTY-THIRD DEFENSE

In the event plaintiffs assert a claim for breach of contract or warranty, no privity of contract or privity of any kind exists between this Defendant and the plaintiffs or their decedents.

846
GOSSETT; CERTAINTTEED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; ITT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
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f/k/a LIBBY-OWENS FORD;
METROPOLOITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; OBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
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ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
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RELIANCE ELECTRIC MOTORS; ROCKWELL
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SACOMA-SIERRA; SCHNEIDER ELECTRIC
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STERLING FLUID SYSTEM (PEERLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.,

Defendants.

COMES NOW, defendant Henry Vogt Machine Co., by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. Henry Vogt Machine Co. ("Vogt") responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against Vogt upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

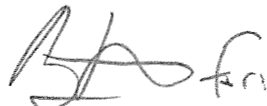
847
2. Vogt denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Vogt incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the allegations contained in the Amended Complaint do not pertain to Vogt, they warrant no response from Vogt.

DATED this 10th day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 
Gary T. Dance – Of the Firm
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of April, 2007, I caused a true and correct copy of the foregoing **DEFENDANT HENRY VOGT MACHINE CO.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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Attorneys for Parker-Hannifin Corporation, a
non-party, served as "Parker-Hannifin
Corporation f/k/a Sacoma-Sierra, Dfts."



Gary T. Dance

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DISTRICT COURT
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Telephone (208) 233-2001
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gtd@moffatt.com
bcr@moffatt.com
22886.0000

Attorneys for Warren Pumps, Inc.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;
BECHTEL a/k/a: SEQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &

Case No. CV-2006-2474-PI

**DEFENDANT WARREN PUMPS,
INC.'S ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

S

856
GOSSETT; CERTAINTEED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; ITT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
INC.; PILKINGTON NORTH AMERICAN, INC.
f/k/a LIBBY-OWENS FORD;
METROPOLOITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; OBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
ROBERTS MACHINE SUPPLY DIVISION;
ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
POCATELLO SUPPLY, INC.; PROKO
INDUSTRIES, INC.; RAPID AMERICAN;
RELIANCE ELECTRIC MOTORS; ROCKWELL
AUTOMATION, INC.; RUPERT IRON WORKS;
SACOMA-SIERRA; SCHNEIDER ELECTRIC
SHEPARD NILES, INC.; SIEMENS ENERGY &
AUTOMATION, INC.; STEEL WEST, INC.;
STERLING FLUID SYSTEM (PEERLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.,

Defendants.

COMES NOW, defendant Warren Pumps, Inc., by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. Warren Pumps, Inc. ("Warren Pumps") responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against Warren Pumps upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

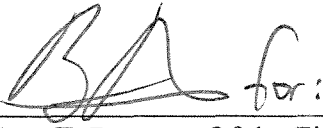
2. Warren Pumps denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Warren Pumps incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the allegations contained in the Amended Complaint do not pertain to Warren Pumps, they warrant no response from Warren Pumps.

DATED this 10th day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By  for:
Gary T. Dance – Of the Firm
Attorneys for Defendant Warren Pumps, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of April, 2007, I caused a true and correct copy of the foregoing **DEFENDANT WARREN PUMPS, INC.'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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Gary T. Dance

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Attorneys for Defendant NIBCO Inc.

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

865
MILDRED CASTORENA, Individually
and as Spouse and Personal Representative
of the Estate of Ted Castorena; ALENE
STOOR, Individually and as Spouse and
Personal Representative of the Estate of
John D. Stoor; STEPHANIE BRANCH,
Individually and as Personal Representative
of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE
KISLING, Individually and as Personal
Representative of the Estate of William D.
Frasure; NORMAN L. DAY,

Plaintiff,

vs.

GENERAL ELECTRIC, AMERIVENT,
SALES, INC., ALASKAN COPPER
WORKS, AMERIVENT SALES, INC.,
ANCHOR PACKING COMPANY, A.W.
CHESTERTON COMPANY, BABITT
STEAM SPECIALTY CO., BECHTEL
aka: SEQUOIA VENTURES, BECHTEL
CONSTRUCTION COMPANY, INC.,
BULLOUGH ABATEMENT, INC., BELL
& GOSSETT, CERTAINTEED
CORPORATION, CLEAVER-BROOKS a
Division of Aqua Chem, Inc., COOPER
CROUSE-HINDS, COOPER
INDUSTRIES, CRANE CO., CROWN

Case No. CV-2006-2474-PI

**DEFENDANT NIBCO, INC.'S
ANSWER TO PLAINTIFFS' FIRST
AMENDED COMPLAINT**

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CORK & SEAL COMPANY, INC.,
 CUTLER HAMMER, INC., EBONY
 CONSTRUCTION CO., INC., EMERSON
 ELECTRIC CO., INC., FAIRBANKS
 MORSE PUMP CORPORATION, FMC
 CORPORATION (Hamer), FOSTER
 WHEELER COMPANY, GARLOCK
 INCORPORATED, GOULD
 INCORPORATED, GOULDS PUMPS
 TRADING CORP., GUARD-LINE, INC.,
 HENRY VOGT MACHINE CO., HILL
 BROTHERS, HONEYWELL, INC., IMO
 INDUSTRIES, INDUSTRIAL HOLDING
 CORPORATION, ITT INDUSTRIES,
 INC., INGERSOLL-RAND COMPANY,
 JOHNSTON PUMPS, KELLY-MOORE
 PAINT COMPANY, INC., PILKINGTON
 NORTH AMERICAN, INC. f/k/a/ LIBBY-
 OWENS FORD, METROPOLITAN LIFE
 INSURANCE COMPANY, NIBCO, INC.,
 A/K/A Northern Indiana Brass Co.,
 NORDSTROM VALVE COMPANY,
 OBIT INDUSTRIES, INC., OWENS-
 ILLINOIS, INC., P&H CRANES, a/k/a
 HARNISCHFEGOR CORPORATION,
 PARAMOUNT SUPPLY COMPANY,
 PAUL ROBERTS MACHINE SUPPLY
 DIVISION, ADVANCED INDUSTRIAL
 SUPPLY, INC., f/k/a POCATELLO
 SUPPLY, INC., PROKO INDUSTRIES,
 INC., PROKO INDUSTRIES, INC.,
 RAPID AMERICAN, RELIANCE
 ELECTRIC MOTORS, ROCKWELL
 AUTOMATION, INC., RUPERT IRON
 WORKS, SACOMA-SIERRA,
 SCHNEIDER ELECTRIC, SHEPARD
 NILES, INC., SIEMENS ENERGY &
 AUTOMATION, INC., STEEL WEST,
 INC., STERLING FLUID SYSTEM
 (Peerless Pumps), UNION CARBIDE
 CORPORATION, UNION PACIFIC
 RAILROAD, VIACOM INC., WARREN
 PUMPS, INC., WESTINGHOUSE
 ELECTRIC CORPORATION, ZURN
 INDUSTRIES, INC., and Does I through
 IV,

Defendants.

866

COMES NOW Defendant NIBCO, Inc., a/k/a Northern Indiana Brass ("NIBCO") by and through its counsel of record, Hall, Farley, Oberrecht & Blanton, P.A., in answer to Plaintiffs' First Amended Complaint (hereafter "Plaintiffs' Amended Complaint") on file herein, answers, alleges, and states as follows:

I.


Defendant NIBCO incorporates all of the admissions, denials, affirmative defenses, prayer for relief, and jury demand from Defendant NIBCO Inc.'s Answer to Complaint and Demand for Jury Trial, filed with this Court on September 15, 2006.

II.

Defendant NIBCO denies each and every allegation contained in plaintiffs' Amended Complaint to the extent such allegations are directed towards NIBCO. NIBCO is without sufficient knowledge or information to form a belief as to the truth of the allegations relating to plaintiffs or defendants other than NIBCO and, therefore, denies each and every allegation contained in plaintiffs' Amended Complaint.

DATED this 12th day of April, 2007.

HALL, FARLEY, OBERRECHT
& BLANTON, P.A.

By 
Fac: Donald J. Farley - Of the Firm
Attorneys for Defendant NIBCO Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 12th day of April, 2007, I caused to be served a true copy of the foregoing **DEFENDANT NIBCO, INC.'S ANSWER TO PLAINTIFFS' FIRST AMENDED COMPLAINT**, by the method indicated below, and addressed to each of the following:

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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

874

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 Spouse and Personal Representative of the)
 Estate of Ted Castorena; **Alene Stoor**,)
 Individually and as Spouse and Personal)
 Representative of the Estate of John D.)
 Stoor; **Stephanie Branch**, Individually)
 and as Personal Representative of the)
 Estate of Robert Branch, Jr.; **Robert L.**)
Marlene Kisling, Individually and as)
 Personal Representative of the Estate of)
 William D. Frasure; **Norman L. Day**,)

Plaintiffs,)

vs.)

GENERAL ELECTRICAL, AMERIVENT,)
 SALES, INC., ALASKAN COPPER)
 WORKS, AMERIVENT SALES, INC.,)
 ANCHOR PACKING COMPANY, A.W.)
 CHESTERON COMPANY,)

Defendants.)

Case No. CV 2006-2474 PI

**ANSWER TO PLAINTIFFS' FIRST
 AMENDED COMPLAINT AND
 DEMAND FOR JURY TRIAL**

BABBITT STEAM SPECIALTY CO,)
 BECHTEL aka: SEQUOIA VENTURES)
 BECHTEL CONSTRUCTION COMPANY,))
 INC., BULLOUGH ABATEMENT, INC.,)
 BELL & GOSSETT, CERTAINTEED)
 CORPORATION, CLEAVER-BROOKS a)
 Division of Aqua Chem., Inc., COOPER)
 CROUSE-HINDS, COOPER INDUSTRIES,))
 CRANE CO., CROWN CORK & SEAL)
 COMPANY, INC., CUTLER HAMMER,)
 INC., EBONY CONSTRUCTION CO.,)
 INC., EMERSON ELECTRIC CO.,)
 FAIRBANKS MORSE PUMP)
 CORPORATION, FMC CORPORATION)
 (Hamer), FOSTER WHEELER COMPANY,))
 GARLOCK INCORPORATED, GOULD)
 INCORPORATED, GOULDS PUMPS)
 TRADING CORP., GUARD-LINE, INC.,)
 HENRY VOGT MACHINE, CO., HILL)
 BROTHERS, HONEYWELL, INC., IMO)
 INDUSTRIES, INDUSTRIAL HOLDING)
 CORPORATION, ITT INDUSTRIES, INC.,))
 INGERSOLL-RAND COMPANY,)
 JOHNSTON PUMPS, KELLY-MOORE)
 PAINT COMPANY, INC., PILKINGTON)
 NORTH AMERICAN, INC. f/k/a LIBBY-)
 OWENS FORD, METROPOLITAN LIFE)
 INSURANCE COMPANY, NIBCO, INC.,)
 A/K/A Northern Indiana Brass Co.,)
 NORDSTROM VALVE COMPANY,)
 OBIT INDUSTRIES, INC., OWENS-)
 ILLINOIS, INC., P&H CRANES, a/k/a)
 HARNISCHFEGOR CORPORATION,)
 PARAMOUNT SUPPLY COMPANY,)
 PAUL ROBERTS MACHINE SUPPLY)
 DIVISION, ADVANCED INDUSTRIAL)
 SUPPLY, INC., f/k/a POCATELLO)
 SUPPLY, INC., PROKO INDUSTRIES,)
 INC., PROKO INDUSTRIES, INC., RAPID)
 AMERICAN, RELIANCE ELECTRIC)
 MOTORS, ROCKWELL AUTOMATION,)
 INC., RUPERT IRON WORKS, SACOMA-)
 SIERRA, SCHNEIDER ELECTRIC,)
 SHEPARD NILES, INC., SIEMENS)

ENERGY & AUTOMATION, INC.,)
 STEEL WEST, I NC., STERLING)
 FLUID SYSTEM (Peerless Pumps),)
 UNION CARBIDE CORPORATION,)
 UNION PACIFIC RAILROAD, VIACOM)
 INC., WARREN PUMPS, INC.,)
 WESTINGHOUSE ELECTRIC)
 CORPORATION, ZURN INDUSTRIES,)
 INC., and Does I through IV,)
)
 Defendants.)
 _____)

COMES NOW, Defendant Advanced Industrial Supply, Inc.(“AIS”), by and through its counsel of record, W. Marcus W. Nye of Racine, Olson, Nye, Budge & Bailey, Chtd., and in Answer to Plaintiffs’ First Amended Complaint, answers and alleges as follows:

1. AIS incorporates in full all allegations, denials, defenses and demand for jury trial made in answer to the original complaint.
2. With respect to paragraph 2 of Plaintiffs’ First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.
2. With respect to paragraph 3 of Plaintiffs’ First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.
3. With respect to paragraph 4 of Plaintiffs’ First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.
4. With respect to paragraph 5 of Plaintiffs’ First Amended Complaint, AIS is without

876

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sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

5. With respect to paragraph 6 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

6. With respect to paragraph 7 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

877
7. With respect to paragraph 8 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

8. With respect to paragraph 9 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

9. With respect to paragraph 10 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

10. With respect to paragraph 11 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

11. With respect to paragraph 12 of Plaintiffs' First Amended Complaint, AIS is without

sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

12. With respect to paragraph 13 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

13. With respect to paragraph 14 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

14. With respect to paragraph 15 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

15. With respect to paragraph 16 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

16. With respect to paragraph 17 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

17. With respect to paragraph 18 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

18. With respect to paragraph 19 of Plaintiffs' First Amended Complaint, AIS is without

sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

19. With respect to paragraph 20 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

879
20. With respect to paragraph 21 of Plaintiffs' First Amended Complaint, AIS is without sufficient information to verify the truth or accuracy of information relating to other defendants and, therefore, denies the same.

DATED this 12th day of April, 2007.

RACINE, OLSON, NYE, BUDGE
& BAILEY, CHARTERED

By Carl Tim Volzmer for:
W. MARCUS W. NYE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of April, 2007, I served a true and correct copy of the above and foregoing document to the following person(s) as follows:

<p>James C. Arnold Petersen, Parkinson & Arnold, PLLC 390 No. Capital Avenue P.O. Box 1645 Idaho Falls, ID 83403-1645 Fax: 522-8545</p> <p>G. Patterson Keahey G. Patterson Keahey, P.C. One Independence Plaza, Suite 612 Birmingham, AL 35209 Fax: 205-871-0801</p> <p>Attorneys for Plaintiffs</p>	<p><input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile</p> <p><input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile</p>
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<p>L. Charles Johnson III Johnson Olson, Chtd. 419 West Benton P.O. Box 1725 Pocatello, ID 83204-1725 Fax: 232-9161</p> <p>Attorneys for Defendant Crown Cork & Seal Company, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile</p>

<p>Gary T. Dance Lee Radford Moffatt, Thomas, Barrett, Rock & Fields, Chtd. 412 West Center P.O. Box 817 Pocatello, ID 83204 Fax: 232-0150</p> <p>Attorneys for Defendants FMC Corporation, Henry Vogt Machine Co. and Warren Pumps, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile</p>
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<p>Michael W. Moore Steven R. Kraft Moore & Baskin P.O. Box 6756 Boise, ID 83707 Fax: (208) 336-7031</p> <p>Attorneys for Defendant Hill Brothers Chemical Co.</p>	<p><input checked="" type="checkbox"/> U.S. Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Mail <input type="checkbox"/> Facsimile</p>
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Carl Lippi Valz

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BANNOCK COUNTY
DISTRICT COURT

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BY
DEPUTY CLERK

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19558.0002

Attorneys for FMC Corporation
[Improperly Sued as FMC Corporation (Hamer)]

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;

Case No. CV-2006-2474-PI

**DEFENDANT FMC CORPORATION'S
[IMPROPERLY SUED AS FMC
CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED
COMPLAINT**

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 1**

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BECHTEL a/k/a: SEQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &
GOSSETT; CERTAINTEED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; ITT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
INC.; PILKINGTON NORTH AMERICAN, INC.
f/k/a LIBBY-OWENS FORD;
METROPOLOITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; OBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
ROBERTS MACHINE SUPPLY DIVISION;
ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
POCATELLO SUPPLY, INC.; PROKO
INDUSTRIES, INC.; PROKO INDUSTRIES,
INC.; RAPID AMERICAN; RELIANCE
ELECTRIC MOTORS; ROCKWELL
AUTOMATION, INC.; RUPERT IRON WORKS;
SACOMA-SIERRA; SCHNEIDER ELECTRIC
SHEPARD NILES, INC.; SIEMENS ENERGY &
AUTOMATION, INC.; STEEL WEST, INC.;
STERLING FLUID SYSTEM (PEERLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.,

Defendants.

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 2 887**

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COMES NOW, defendant FMC Corporation, improperly sued as FMC Corporation (Hamer) ("FMC"), by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. FMC responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against FMC upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

2. FMC denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, FMC incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the additional or amended allegations contained in the Amended Complaint do not pertain to FMC, they warrant no response from FMC.

DEMAND FOR JURY TRIAL

FMC demands a trial by jury on all issues, claims, and defenses so triable.

DATED this 11 day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK &
FIELDS, CHARTERED

By 

Lee Radford – Of the Firm
Attorneys for FMC Corporation
[Improperly Sued as FMC Corporation (Hamer)]

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 3 888**

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S

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 11 day of April, 2007, I caused a true and correct copy of the foregoing **DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS FMC CORPORATION (HAMER)] ANSWER TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 4 889**

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**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
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DEFENDANT FMC CORPORATION'S IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 6 891

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Pilkington North America, Inc.*

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 7892**

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*Attorneys for Defendant Union Pacific Railroad
Company*

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
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*Attorneys for Defendant Hill Brothers Chemical
Company*



Lee Radford

**DEFENDANT FMC CORPORATION'S [IMPROPERLY SUED AS
FMC CORPORATION (HAMER)] ANSWER
TO PLAINTIFFS' AMENDED COMPLAINT- 9 894**

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Attorneys for Defendant
Sterling Fluid Systems (USA), LLC
[Improperly Sued as Sterling Fluid
System (Peerless Pumps)]

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, individually and as
spouse and personal representative of the Estate of
Ted Castorena; ALENE STOOR, individually and
as spouse and personal representative of the Estate
of John D. Stoor; STEPHANIE BRANCH,
individually and as spouse and personal
representative of the Estate of Robert Branch, Jr.;
ROBERT L. HRONEK; MARLENE KISLING,
individually and as spouse and personal
representative of the Estate of William D. Frasure;
and NORMAN L. DAY,

Plaintiffs,

vs.

GENERAL ELECTRIC; AMERIVENT SALES,
INC.; ALASKAN COPPER WORKS;
AMERIVENT SALES, INC.; ANCHOR
PACKING COMPANY; A.W. CHESTERTON
COMPANY; BABITT STEAM SPECIALTY CO.;

Case No. CV-2006-2474-PI

**ANSWER OF STERLING FLUID
SYSTEMS (USA), LLC [IMPROPERLY
SUED AS STERLING FLUID SYSTEM
(PEERLESS PUMPS)] TO
PLAINTIFFS' AMENDED
COMPLAINT**

**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 1**

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ORIGINAL
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BECHTEL a/k/a: SEQUOIA VENTURES;
BECHTEL CONSTRUCTION COMPANY, INC.;
BULLOUGH ABATEMENT, INC.; BELL &
GOSSETT; CERTAINTEED CORPORATION;
CLEAVER-BROOKS, a division of AQUA
CHEM, INC.; COOPER CROUSE-HINDS;
COOPER INDUSTRIES CRANE CO.; CROWN
CORK & SEAL COMPANY, INC.; CUTLER
HAMMER, INC.; EBONY CONSTRUCTION
CO., INC.; EMERSON ELECTRIC CO.;
FAIRBANKS MORSE PUMP CORPORATION;
FMC CORPORATION (HAMER); FOSTER
WHEELER COMPANY; GARLOCK
INCORPORATED; GOULD INCORPORATED;
GOULDS PUMPS TRADING CORP.; GUARD-
LINE, INC.; HENRY VOGT MACHINE, CO.;
HILL BROTHERS; HONEYWELL, INC.; IMO
INDUSTRIES; INDUSTRIAL HOLDING
CORPORATION; ITT INDUSTRIES, INC.;
INGERSOLL-RAND COMPANY; JOHNSTON
PUMPS; KELLY-MOORE PAINT COMPANY,
INC.; PILKINGTON NORTH AMERICAN, INC.
f/k/a LIBBY-OWENS FORD;
METROPOLOITAN LIFE INSURANCE
COMPANY; NIBCO, INC a/k/a NORTHERN
INDIANA BRASS CO.; NORDSTROM VALVE
COMPANY; OBIT INDUSTRIES, INC.;
OWENS-ILLINOIS, INC.; P & H CRANES a/k/a
HARNISCHFEGOR CORPORATION;
PARAMOUNT SUPPLY COMPANY; PAUL
ROBERTS MACHINE SUPPLY DIVISION;
ADVANCED INDUSTRIAL SUPPLY INC. f/k/a
POCATELLO SUPPLY, INC.; PROKO
INDUSTRIES, INC.; PROKO INDUSTRIES,
INC.; RAPID AMERICAN; RELIANCE
ELECTRIC MOTORS; ROCKWELL
AUTOMATION, INC.; RUPERT IRON WORKS;
SACOMA-SIERRA; SCHNEIDER ELECTRIC
SHEPARD NILES, INC.; SIEMENS ENERGY &
AUTOMATION, INC.; STEEL WEST, INC.;
STERLING FLUID SYSTEM (PEERLESS
PUMPS); UNION CARBIDE CORPORATION;
UNION PACIFIC RAILROAD; VIACOM, INC.;
WARREN PUMPS, INC.; WESTINGHOUSE
ELECTRIC CORPORATION; ZURN
INDUSTRIES, INC.,

Defendants.

**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 2**

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COMES NOW, defendant Sterling Fluid Systems (USA), LLC, improperly sued as Sterling Fluid System Inc. (Peerless Pumps) ("Sterling"), by and through undersigned counsel, and hereby responds to plaintiffs' March 27, 2007 Amended Complaint. Sterling responds solely for itself, and on behalf of no other entities.

FIRST DEFENSE

1. The Complaint fails to state a claim against Sterling upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule 12(b)(6), Idaho Rule of Civil Procedure.

SECOND DEFENSE

2. Sterling denies each and every allegation in the Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Sterling incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.


4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Sterling, they warrant no response from Sterling.

DEMAND FOR JURY TRIAL

Sterling demands a trial by jury on all issues, claims, and defenses so triable.

DATED this 11 day of April, 2007.

MOFFATT, THOMAS, BARRETT, ROCK & FIELDS,
CHARTERED

By  _____
Lee Radford – Of the Firm
Attorneys for Defendant Sterling Fluid
Systems, (USA), LLC [Improperly Sued as
Sterling Fluid System (Peerless Pumps)]

898

**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 4**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this **11** day of April, 2007, I caused a true and correct copy of the foregoing **ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS' AMENDED COMPLAINT** to be served by the method indicated below, and addressed to the following:

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ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS' AMENDED COMPLAINT - 5

899

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Corporation, Ingersoll-Rand Company and
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**ANSWER OF STERLING FLUID SYSTEMS (USA), LLC [IMPROPERLY SUED AS
STERLING FLUID SYSTEM (PEERLESS PUMPS)] TO PLAINTIFFS'
AMENDED COMPLAINT - 8**

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*Attorneys for Defendant Hill Brothers Chemical
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Lee Radford

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Attorneys for Defendant Eaton Electrical Inc. (formerly known as Cutler-Hammer Inc.)

905

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and)
as Spouse and Personal Representative of the)
ESTATE OF TED CASTORENA; ARLENE)
STOOR, Individually and as Spouse and)
Personal Representative of the ESTATE OF)
JOHN D. STOOR; STEPHANIE BRANCH,)
Individually and as Personal Representative of)
the ESTATE OF ROBERT BRANCH, JR.;)
ROBERT L. HRONEK; MARLENE)
KISLING, Individually and as Personal)
Representative of the ESTATE OF WILLIAM)
D. FRASURE; NORMAN L. DAY,)

Plaintiffs,)

vs.)

GENERAL ELECTRIC, AMERIVENT, [sic])
SALES, INC., ALASKAN COPPER)
WORKS, AMERIVENT SALES, INC.,)
ANCHOR PACKING COMPANY, A.W.)

Case No. CV 2006-2474 PI

**ANSWER OF DEFENDANT EATON
ELECTRICAL INC. (FORMERLY
KNOWN AS "CUTLER-HAMMER
INC.") TO FIRST AMENDED
COMPLAINT; DEMAND FOR JURY
TRIAL**

ANSWER OF DEFENDANT EATON ELECTRICAL INC. (FORMERLY KNOWN AS
"CUTLER-HAMMER INC.") TO FIRST AMENDED COMPLAINT; DEMAND FOR JURY
TRIAL - Page 1

905

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CHESTERTON COMPANY, BABITT)
 STEAM SPECIALTY, CO, BECHTEL aka:)
 SEQUOIA VENTURES, BECHTEL)
 CONSTRUCTION COMPANY, INC.,)
 BULLOUGH ABATEMENT, INC., BELL &)
 GOSSETT, CERTAINTEED)
 CORPORATION, CLEAVER-BROOKS a)
 Division of Aqua Chem., Inc., COOPER)
 CROUSE-HINDS, COOPER INDUSTRIES,)
 CRANE CO., CROWN CORK & SEAL)
 COMPANY, INC., CUTLER HAMMER,)
 INC., EBONY CONSTRUCTION CO., INC.,)
 EMERSON ELECTRIC CO., FAIRBANKS)
 MORSE PUMP CORPORATION, FMC)
 CORPORATION (Hamer), FOSTER)
 WHEELER COMPANY, GARLOCK)
 INCORPORATED, GOULD)
 INCORPORATED, GOULDS PUMPS)
 TRADING CORP., GUARD-LINE, INC.,)
 HENRY VOGT MACHINE, CO., HILL)
 BROTHERS, HONEYWELL, INC., IMO)
 INDUSTRIES, INDUSTRIAL HOLDING)
 CORPORATION, ITT INDUSTRIES, INC.,)
 INGERSOLL-RAND COMPANY,)
 JOHNSTON PUMPS, KELLY-MOORE)
 PAINT COMPANY, INC., PILKINGTON)
 NORTH AMERICAN, INC. f/k/a LIBBY-)
 OWENS FORD, METROPOLITAN LIFE)
 INSURANCE COMPANY, NIBCO, INC.,)
 A/K/A Northern Indiana Brass Co.,)
 NORDSTROM VALVE COMPANY, OBIT)
 INDUSTRIES, INC., OWENS-ILLINOIS,)
 Inc., P & H CRANES, a/k/a)
 HARNISCHFEGOR CORPORATION,)
 PARAMOUNT SUPPLY COMPANY, PAUL)
 ROBERTS MACHINE SUPPLY DIVISION,)
 ADVANCED INDUSTRIAL SUPPLY, INC.,)
 f/k/a POCATELLO SUPPLY, INC., PROKO)
 INDUSTRIES, INC., PROKO INDUSTRIES,)
 INC. [sic], RAPID AMERICAN, RELIANCE)
 ELECTRIC MOTORS, ROCKWELL)
 AUTOMATION, INC., RUPERT IRON)
 WORKS, SACOMA-SIERRA, SCHNEIDER)

906

ANSWER OF DEFENDANT EATON ELECTRICAL INC. (FORMERLY KNOWN AS
 "CUTLER-HAMMER INC.") TO FIRST AMENDED COMPLAINT; DEMAND FOR JURY
 TRIAL - Page 2

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ELECTRIC, SHEPARD NILES, INC.,)
 SIEMENS ENERGY & AUTOMATION,)
 INC., STEEL WEST, INC., STERLING)
 FLUID SYSTEM (Peerless Pumps), UNION)
 CARBIDE CORPORATION, UNION)
 PACIFIC RAILROAD, VIACOM INC.,)
 WARREN PUMPS, INC., WESTINGHOUSE)
 ELECTRIC CORPORATION, ZURN)
 INDUSTRIES, INC., and Does I through IV,)
)
 Defendants.)
)

907
 Defendant Eaton Electrical Inc. (formerly known as “Cutler-Hammer Inc.,” and incorrectly named as a defendant in this action as “Cutler Hammer, Inc.”) (hereinafter referred to as “Defendant”), by and through its counsel of record, Hawley Troxell Ennis & Hawley LLP, hereby admits, denies and avers in answer to the March 27, 2007 First Amended Complaint filed in this action on behalf of plaintiffs (including, as applicable, the respective decedents of plaintiffs) (hereinafter referred to individually and collectively as “Plaintiffs”) as follows:

PART A

FAILURE TO STATE A CLAIM

1. The First Amended Complaint fails to state a claim upon which relief can be granted.

PART B

ADMISSIONS, DENIALS AND AVERMENTS

2. For its response to Paragraph 1 of the First Amended Complaint, Defendant restates and realleges, as though fully set forth herein, the responses set forth in Defendant’s September 8, 2006 “Answer and Demand for Jury Trial of Defendant Eaton Electrical Inc.

S

(Formerly Known As 'Cutler-Hammer Inc.')

906

to Paragraphs 1 through 125 of Plaintiffs' June 2, 2006 Complaint in this action.

3. Defendant does not believe that the allegations contained in Paragraphs 2 through 21 of the First Amended Complaint are directed to Defendant and, therefore, neither admits nor denies the allegations, but insofar as the allegations purport to be directed to Defendant, Defendant denies the same; insofar as the allegations contained in Paragraphs 2 through 21 of the First Amended Complaint purport to be directed to other parties, Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations, and therefore denies the same.

PART C

AFFIRMATIVE DEFENSES

Defendant restates and reasserts, as though fully set forth herein, all of the Affirmative Defenses set forth in Defendant's September 8, 2006 "Answer and Demand for Jury Trial of Defendant Eaton Electrical Inc. (Formerly Known As 'Cutler-Hammer Inc.')

in this action. In asserting the aforementioned defenses, Defendant does not assume the burden of proving any element(s) thereof which any applicable case law, common law, statute, rule, regulation or other authority places upon Plaintiffs and/or any of them.

STATEMENT REGARDING ADDITIONAL DEFENSES

Defendant is considering and believes that it may have additional defenses, but does not have sufficient information at this time to assert such additional defenses. Defendant does not waive or intend to waive any such defenses, and specifically asserts its intention to amend its

Answer to Plaintiffs' First Amended Complaint if, pending research and after discovery, facts come to light giving rise to such additional defenses.


PRAYER FOR RELIEF

WHEREFORE, Defendant prays for this Court's judgment as follows:

1. That the Complaint and the First Amended Complaint be dismissed, with prejudice, and that Plaintiffs take nothing thereby;
2. That Defendant be awarded costs and attorney's fees under I.R.C.P. 54 and Idaho Code §§12-120, 12-121, 12-123 and/or other applicable statutes and rules; and,
3. That Defendant be awarded such other and further relief as this Court may deem just and proper.

DATED this 16th day of April, 2007.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By: 
Howard D. Burnett


Attorneys for Defendant Eaton Electrical Inc.
(formerly known as "Cutler-Hammer Inc.")

DEMAND FOR JURY TRIAL

Defendant respectfully demands a jury trial on all issues pursuant to Rule 38(b) of the Idaho Rules of Civil Procedure, and Defendant will not stipulate to a jury of less than 12 persons.

DATED this 16th day of April, 2007.

HAWLEY TROXELL ENNIS & HAWLEY LLP

By: 
Howard D. Burnett

Attorneys for Defendant Eaton Electrical Inc.
(formerly known as "Cutler-Hammer Inc.")

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of April, 2007, I caused to be served a true copy of the foregoing ANSWER OF DEFENDANT EATON ELECTRICAL INC. (FORMERLY KNOWN AS "CUTLER-HAMMER INC.") TO FIRST AMENDED COMPLAINT; DEMAND FOR JURY TRIAL by the method indicated below, and addressed to each of the following:

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<p>Christopher C. Burke GREENER BANDUCCI SHOEMAKER P.A. 950 West Bannock, Suite 900 Boise, Idaho 83702</p> <p>Attorneys for Defendants CBS Corporation f/k/a Viacom Inc. f/k/a Westinghouse Electric Corporation, Ingersoll-Rand Company and Pilkington North America, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Alan C. Goodman GOODMAN LAW OFFICE P.O. Box D 717 7th Street Rupert, Idaho 83350</p> <p>Attorneys for Defendant Rupert Iron Works, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

<p>Wade L. Woodard GREENER BANDUCCI SHOEMAKER P.A. 950 West Bannock, Suite 900 Boise, Idaho 83702</p> <p>Mary Price Birk Ronald L. Hellbusch BAKER & HOSTETLER LLP 303 East 17th Avenue, Suite 1100 Denver, Colorado 80203</p> <p>Attorneys for Defendants Certainteed Corporation and Union Carbide Corporation</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p> <p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>202 Thomas J. Lyons MERRILL & MERRILL, CHARTERED 109 North Arthur, 5th Floor P.O. Box 991 Pocatello, Idaho 83204-0991</p> <p>Jackson Schmidt PEPPLE JOHNSON CANTU & SCHMIDT, PLLC 1900 Seattle Tower Building 1218 Third Avenue Seattle, Washington 98101</p> <p>Attorneys for Defendant OI (formerly known as Owens-Illinois, Inc.)</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p> <p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>W. Marcus W. Nye RACINE OLSON NYE BUDGE & BAILEY CHARTERED 201 East Center P.O. Box 1391 Pocatello, Idaho 83204-1391</p> <p>Attorneys for Defendant Advanced Industrial Supply Inc. (f/k/a Pocatello Supply, Inc.)</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

<p>David H. Maguire David R. Kress MAGUIRE & KRESS 1414 East Center P.O. Box 4758 Pocatello, Idaho 83205-4758</p> <p>Attorneys for Defendants A.W. Chesterton Company and Shepard Niles, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>913</p> <p>Christopher P. Graham TROUT JONES GLEDHILL FUHRMAN, P.A. The 9th & Idaho Center 225 North 9th Street, Suite 820 Boise, Idaho 83701</p> <p>Attorneys for Defendants Anchor Packing Company, Fairbanks Morse Pump Corporation and Garlock Incorporated</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Murray Jim Sorensen BLASER, SORENSEN & OLESON, CHARTERED 285 N.W. Main P.O. Box 1047 Blackfoot, Idaho 83221</p> <p>Attorneys for Defendant Steel West, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>A. Bruce Larson 155 South Second Avenue P.O. Box 6369 Pocatello, Idaho 83205-6369</p> <p>Attorney for Defendants Cleaver-Brooks (a Division of Aqua Chem, Inc.), ITT Industries, Inc., and P & H Mining Equipment, Inc. f/k/a Harnischfeger Corporation</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

<p>L. Charles Johnson III JOHNSON OLSON CHARTERED 419 West Benton P.O. Box 1725 Pocatello, Idaho 83204-1725</p> <p>Attorneys for Defendant Crown Cork & Seal Company, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Gary T. Dance Lee Radford Benjamin C. Ritchie MOFFATT, THOMAS, BARRETT, ROCK & FIELDS CHARTERED 412 West Center P.O. Box 817 Pocatello, Idaho 83204</p> <p>Attorneys for Defendants FMC Corporation, Henry Vogt Machine Co., Sterling Fluid System (Peerless Pumps) and Warren Pumps, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Donald F. Carey QUANE SMITH LLP 2325 West Broadway, Suite B Idaho Falls, Idaho 83402-2913</p> <p>Attorneys for Defendants Babbitt Steam Specialty Co., Reliance Electric Company and Rockwell Automation, Inc., and Co- Counsel for Defendant Steel West, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Richard C. Boardman Randall L. Schmitz PERKINS COIE LLP 251 East Front Street, Suite 400 Boise, Idaho 83702-7310</p> <p>Attorneys for Defendant Honeywell, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

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Zurn Industries, Inc.

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Attorneys for Defendants Alaskan Copper Works/Alco
Investment Company, Kelly-Moore Paint Company, Inc., and
Square D Company [incorrectly named as "Schneider Electric"]

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 Hand Delivered
 Overnight Mail
 E-mail
 Telecopy

<p>Kent Hansen Cheri K. Gochberg UNION PACIFIC RAILROAD COMPANY 280 South 400 West, #250 Salt Lake City, Utah 84101</p> <p>E. Scott Savage Casey K. McGarvey BERMAN & SAVAGE 170 South Main Street, Suite 500 Salt Lake City, Utah 84101</p> <p>Attorneys for Defendant Union Pacific Railroad Company</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p> <p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>9/14 Donald J. Farley HALL, FARLEY, OBERRECHT & BLANTON, P.A. 702 West Idaho, Suite 700 P.O. Box 1271 Boise, Idaho 83701</p> <p>Attorneys for Defendant NIBCO Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Michael W. Moore Steven R. Kraft MOORE & BASKIN 1001 West Idaho Street, Suite 400 P.O. Box 6756 Boise, Idaho 83707</p> <p>Attorneys for Hill Brothers Chemical Co.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

<p>John A. Bailey, Jr. RACINE OLSON NYE BUDGE & BAILEY CHARTERED 201 East Center P.O. Box 1391 Pocatello, Idaho 83204-1391</p> <p>Attorneys for Gould Incorporated and Goulds Pumps Trading Corp.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Brian D. Harper 161 5th Avenue S, Suite 202 P.O. Box 2838 Twin Falls, Idaho 83303</p> <p>Attorney for Defendant Guard-Line, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Kevin J. Scanlan Dana M. Herberholz HALL, FARLEY, OBERRECHT & BLANTON, P.A. 702 West Idaho, Suite 700 Post Office Box 1271 Boise, Idaho 83701</p> <p>Attorneys for Parker-Hannifin Corporation, a non-party, served with the Complaint as "Parker-Hannifin Corporation fka Sacoma-Sierra, Inc., Dfts." and as a successor in interest to Sacoma-Sierra, Inc.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>
<p>Kelly A. Cameron Randall L. Schmitz PERKINS COIE LLP 251 East Front Street, Suite 400 Boise, Idaho 83702-7310</p> <p>Attorneys for Defendant Crane Co.</p>	<p><input type="checkbox"/> U.S. Mail, Postage Prepaid <input type="checkbox"/> Hand Delivered <input type="checkbox"/> Overnight Mail <input checked="" type="checkbox"/> E-mail <input type="checkbox"/> Telecopy</p>

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Howard D. Burnett

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Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and as Spouse and Personal Representative of the Estate of TED CASTORENA; ALENE STOOR, Individually and as Spouse and Personal Representative of the Estate of JOHN D. STOOR; STEPHANIE BRANCH, Individually and as Personal Representative of the Estate of ROBERT BRANCH, JR.; ROBERT L. HRONEK; MARLENE KISLING, Individually and as Personal Representative of the Estate of WILLIAM D. FRASURE; NORMAN L. DAY,

Plaintiffs,

v.

GENERAL ELECTRIC, et al.,

Defendants.

Case No. CV-2006-2474-PI

**INGERSOLL-RAND COMPANY'S
ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

Defendant Ingersoll-Rand Company (hereinafter "Answering Defendant"), by and through the undersigned counsel, hereby responds to Plaintiff's March 27, 2007 Amended Complaint.

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FIRST DEFENSE

1. The Amended Complaint fails to state a claim against Answering Defendant upon which relief may be granted, and should be dismissed with prejudice, pursuant to Idaho Rules of Civil Procedure, Rule 12(b)(6).

SECOND DEFENSE

2. Answering Defendant denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiff's Amended Complaint, Answering Defendant incorporates each denial and affirmative defense set forth in its Answer to Plaintiff's Initial Complaint.

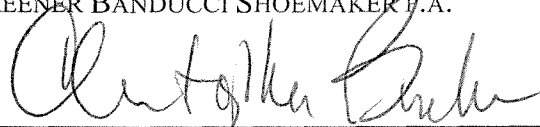
4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Answering Defendant, they warrant no response from Answering Defendant. To the extent response is warranted, Answering Defendant denies the additional or amended allegations for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

DEMAND FOR JURY TRIAL

Answering Defendant demands a trial by jury on all issues, claims, and defense so triable.

DATED: April 17, 2007.

GREENER BANDUCCI SHOEMAKER P.A.



CHRISTOPHER C. BURKE

Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13 day of April, 2007, a true and correct copy of the within and foregoing instrument was served upon:

James C. Arnold Petersen Parkinson & Arnold, PLLC 390 N. Capital Avenue P.O. Box 1645 Idaho Falls, ID 83403-1656 Attorneys for Plaintiff	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 522-8547 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
G. Patterson Keahey G. Patterson Keahey, P.C. One Independence Plaza, Suite 612 Birmingham, AL 35209 Attorneys for Plaintiff	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (205) 871-0801 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
Alan C. Goodman Goodman Law Office 717 7 th Street P.O. Box D Rupert, ID 83350 Attorney for Rupert Iron Works, Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 436-4774 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
Thomas J. Lyons Merrill & Merrill 109 N. Arthur, 5 th Floor P.O. Box 991 Pocatello, ID 83204-0991 Attorney for Owens-Illinois Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-2499 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
Jackson Schmidt Pepple Johnson Cantu & Schmidt, PLLC 1218 Third Avenue, Suite 1900 Seattle, WA 98101-3051 Attorney for Owens-Illinois Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (206) 625-1627 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
W. Marcus Nye Racine Olson Nye Budge & Bailey, Chtd. 201 E. Center P.O. Box 1391 Pocatello, ID 83204-1391 Attorney for Advanced Industrial Supply Inc.	<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-6109 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email

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<p>John A. Bailey, Jr. Racine Olson Nye Budge & Bailey, Chtd. 201 E. Center P.O. Box 1391 Pocatello, ID 83204-1381</p> <p>Attorney for Gould Incorporated and Goulds Pumps Trading Corp.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-6109 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>David H. Maguire and/or David R. Kress Maguire & Kress 1414 E. Center P.O. Box 4758 Pocatello, ID 83205-4758</p> <p>Attorneys for A.W. Chesterton Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-5181 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Christopher P. Graham Brassey Wetherell Crawford & Garrett, LLP 203 Main Street P.O. Box 1009 Boise, ID 83702</p> <p>Attorneys for Garlock Incorporated, Anchor Packing Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 344-7077 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Murray J. ("Jim") Sorensen Blaser Sorensen & Hansen 285 NW Main P.O. Box 1047 Blackfoot, ID 83221</p> <p>Attorneys for Steel West Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 785-7080 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>L. Charles Johnson III Attorney at Law 419 W. Benton P.O. Box 1725 Pocatello, ID 83204</p> <p>Attorneys for Crown Cork & Seal Company, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-9161 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Howard D. Burnett Hawley Troxell Ennis & Hawley LLP 333 South Main Street P.O. Box 100 Pocatello, ID 83204</p> <p>Attorneys for Eaton Electrical Inc. (f/k/a Cutler-Hammer Inc.).</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 233-1304 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

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<p>Gary T. Dance and/or Lee Radford and/or Benjamin C. Ritchie Moffatt, Thomas, Barrett, Rock & Fields Chtd. 412 West Center P.O. Box 817 Pocatello, ID 83204</p> <p>Attorneys for Defendants FMC Corporation, Henry Vogt Machine Co., and Warren Pumps, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-0150 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Donald F. Carey and/or Carole I. Wesenberg Robert D. Williams Quane Smith LLP 2325 West Broadway, Suite B Idaho Falls, ID 83402-2913</p> <p>Attorneys for Defendants Reliance Electric Company and Rockwell Automation, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 529-0005 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>923 A. Bruce Larson 155 S. 2nd P.O. Box 6369 Pocatello, ID 83205-6369</p> <p>Attorneys for P & H Cranes, a/k/a Harnishchfegor Corporation, Cleaver-Brooks, a Division of AQUA Chem, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 478-7602 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Gary L. Cooper and/or M. Anthony Sasser Cooper & Larsen, Chartered 151 North 3rd Avenue, Suite 210 P.O. Box 4229 Pocatello, ID 83205-4229</p> <p>Attorneys for Defendants Paramount Supply Company, Zurn Industries, Inc., and Bullough Abatement, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 235-1182 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>J. Kevin Murphy and/or Michael F. Skolnick Kipp and Christian, P.C. 10 Exchange Place, 4th Floor SLC, UT 84111</p> <p>Attorneys for Bullough Abatement, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (801) 359-9004 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Andrew Grade and/or M. Mattingly Steven V. Rizzo, PC Lincoln Place, Suite 350 1620 SW Taylor Street Portland, OR 97205</p> <p>Attorneys for Defendants Paramount Supply Company and Zurn Industries, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (503) 229-0630 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

<p>E. Scott Savage and/or Casey K. McGarvey Berman & Savage 170 South Main Street, Suite 500 Salt Lake City, UT 84101 Attorneys for Defendant Union Pacific Railroad Co.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Donald J. Farley and/or Dana Herberholz Hall, Farley, Oberrecht & Blanton, P.A. 702 West Idaho, Suite 700 P.O. Box 1271 Boise, ID 83701 Attorneys for Defendant NIBCO Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 395-8585 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>924 C. Timothy Hopkins and/or Steven K. Brown Hopkins Roden Crockett Hansen & Hoopes P.O. Box 51219 428 Park Avenue Idaho Falls, ID 83405-1219 Attorneys for Defendants Alaskan Copper Works and Kelly-Moore Paint Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Brian Harper Attorney at Law 161 5th Avenue, Suite 202 P.O. Box 2838 Twin Falls, ID 83303 Attorneys for Defendant Guard-Line, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Michael W. Moore and/or Steven R. Kraft Moore & Baskin, LLP 1001 W. Idaho, Suite 400 P.O. Box 6756 Boise, ID 83707 Attorneys for Defendant Hill Brothers Chemical Company</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 336-7031 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
<p>Randall L. Schmitz and/or Kelly Cameron and/or Randall L. Schmitz Perkins Coie LLP 251 East Front Street, Suite 400 Boise, ID 83702-7310 Attorneys for Defendants Crane Company and Honeywell, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 343-3232 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

Dan Trocchio Kirkpatrick Lockhart Nicholson Graham LLP Henry W. Oliver Building 535 Smithfield Street Pittsburgh, PA 15211-2312 Attorney for Defendant Crane Company	<input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 343-3232 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email
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Christopher C. Burke

Christopher C. Burke

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Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

926
MILDRED CASTORENA, Individually and as Spouse and Personal Representative of the Estate of TED CASTORENA; ALENE STOOR, Individually and as Spouse and Personal Representative of the Estate of JOHN D. STOOR; STEPHANIE BRANCH, Individually and as Personal Representative of the Estate of ROBERT BRANCH, JR.; ROBERT L. HRONEK; MARLENE KISLING, Individually and as Personal Representative of the Estate of WILLIAM D. FRASURE; NORMAN L. DAY,

Plaintiffs,

v.

GENERAL ELECTRIC, et al.,

Defendants.

Case No. CV-2006-2474-PI

**CBS/VIACOM/WESTINGHOUSE'S
ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

Defendant CBS Corporation, a Delaware corporation, f/k/a Viacom, Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation

S

(hereinafter "Answering Defendant"), by and through the undersigned counsel, hereby responds to Plaintiff's March 27, 2007 Amended Complaint.

FIRST DEFENSE

1. The Amended Complaint fails to state a claim against Answering Defendant upon which relief may be granted, and should be dismissed with prejudice, pursuant to Idaho Rules of Civil Procedure, Rule 12(b)(6).

SECOND DEFENSE

927
2. Answering Defendant denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiff's Amended Complaint, Answering Defendant incorporates each denial and affirmative defense set forth in its Answer to Plaintiff's Initial Complaint.

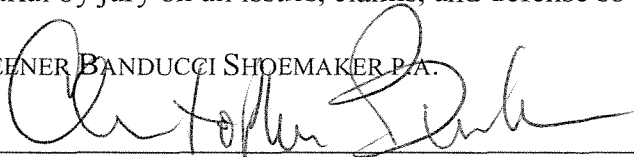
4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Answering Defendant, they warrant no response from Answering Defendant. To the extent response is warranted, Answering Defendant denies the additional or amended allegations for lack of knowledge or information sufficient to form a belief as to the truth contained therein.

DEMAND FOR JURY TRIAL

Answering Defendant demands a trial by jury on all issues, claims, and defense so triable.

DATED April 13, 2007.

GREENER BANDUCCI SHOEMAKER P.A.



CHRISTOPHER C. BURKE

Attorneys for CBS Corporation, a Delaware corporation, f/k/a Viacom Inc., successor by merger to CBS Corporation, a Pennsylvania corporation, f/k/a Westinghouse Electric Corporation and Ingersoll-Rand Corporation

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 13 day of April, 2007, a true and correct copy of the within and foregoing instrument was served upon:

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<p>Gary T. Dance and/or Lee Radford and/or Benjamin C. Ritchie Moffatt, Thomas, Barrett, Rock & Fields Chtd. 412 West Center P.O. Box 817 Pocatello, ID 83204</p> <p>Attorneys for Defendants FMC Corporation, Henry Vogt Machine Co., and Warren Pumps, Inc.</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-0150 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>
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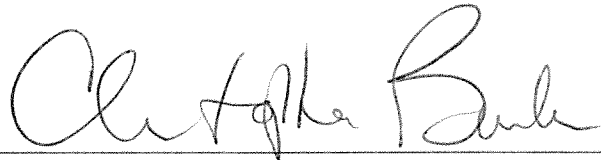
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<p>Randall L. Schmitz and/or Kelly Cameron and/or Randall L. Schmitz Perkins Coie LLP 251 East Front Street, Suite 400 Boise, ID 83702-7310 Attorneys for Defendants Crane Company and Honeywell, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 343-3232 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email</p>

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Attorneys for Defendant
Union Pacific Railroad Company

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, ET AL.,)	
)	
Plaintiffs,	)	UNION PACIFIC RAILROAD
vs.	)	COMPANY'S ANSWER TO FIRST
	)	AMENDED COMPLAINT AND
GENERAL ELECTRIC, ET AL.,	)	RELIANCE UPON PLAINTIFFS' JURY
	)	DEMAND
Defendants.)	
	)	Civil Action No. CV-2006-2474-PI
_____)	

Defendant Union Pacific Railroad Company ("Defendant") hereby answers plaintiffs'

First Amended Complaint ("Complaint") and alleges as follows:

FIRST DEFENSE

The Complaint fails to state a claim against the Defendant upon which relief can be granted.

UNION PACIFIC RAILROAD
COMPANY'S ANSWER AND
RELIANCE UPON JURY DEMAND 1

SECOND DEFENSE

Responding to the particular allegations contained in the Complaint, Defendant admits, denies and alleges as follows:

1. Responding to paragraph 1 of the Complaint, Defendant incorporates in full all admissions, denials and allegations made in its response to the original Complaint
2. Defendant denies the allegations contained in paragraph 2 of the Complaint.
3. Defendant lacks sufficient knowledge or information at this time to admit or deny the allegations of paragraph 3 of the Complaint, and therefore denies the allegations of that paragraph. Defendant expressly denies that it has its "own asbestos containing products."
4. Defendant denies the allegations contained in paragraph 4 of the Complaint.
5. Defendant denies the allegations contained in paragraph 5 of the Complaint.
6. Defendant denies the allegations contained in paragraph 6 of the Complaint.
7. Defendant denies the allegations contained in paragraph 7 of the Complaint.
8. Defendant denies the allegations contained in paragraph 8 of the Complaint.
9. Defendant denies the allegations contained in paragraph 9 of the Complaint.
10. Defendant denies the allegations contained in paragraph 10 of the Complaint.
11. Defendant denies the allegations contained in paragraph 11 of the Complaint.
12. Defendant denies the allegations contained in paragraph 12 of the Complaint.
13. Defendant denies the allegations contained in paragraph 13 of the Complaint..
14. Defendant denies the allegations contained in paragraph 14 of the Complaint.

- 935
15. Defendant denies the allegations contained in paragraph 15 of the Complaint.
 16. Defendant denies the allegations contained in paragraph 16 of the Complaint..
 17. Defendant denies the allegations contained in paragraph 17 of the Complaint.
 18. Defendant denies the allegations contained in paragraph 18 of the Complaint.
 19. Defendant denies the allegations contained in paragraph 19 of the Complaint.
 20. Defendant denies the allegations contained in paragraph 20 of the Complaint.
 21. Defendant denies the allegations contained in paragraph 21 of the Complaint.
 22. Defendant denies each and every allegation not expressly admitted herein.

THIRD DEFENSE

Plaintiffs' claims against Defendant are barred by the applicable statute of limitations, or by the doctrines of estoppel, waiver or laches, or by release, in that, among other things, plaintiffs and their decedents failed to notify this Defendant of any problem with asbestos or asbestos products within a reasonable time after they purportedly discovered or should have discovered any defect or nonconformity, if any existed.

FOURTH DEFENSE

The plaintiffs' claims are barred by applicable statutes of limitation or by the doctrine of repose in the State of Idaho or any other applicable state or jurisdiction, including IDAHO CODE ANN. §§ 5-219, 5-224.

FIFTH DEFENSE

936

Any damages suffered by plaintiffs or their decedents, which Defendant denies, were either caused by and/or contributed to by the negligence of the plaintiffs or their decedents and/or caused by and/or contributed to by the acts or negligence of others for whom Defendant is not responsible, including but not limited to all co-defendants, and Defendant's liability, if any, should be extinguished or reduced accordingly. See IDAHO CODE ANN. § 6-801, et seq. The following entities may have caused or be at fault for plaintiffs' or their decedents' claimed injuries and damages: Johns-Manville Corporation, Manville Corporation, Armstrong World Industries, Inc., Babcock & Wilcox, Baldwin-Ehret Hill, Bullough Asbestos and Supply Company, Bullough Insulation & Supply Company, Bullough Abatement, Inc., Carey Canada, Keene Corp., Celotex Corporation, Chicago Fire Brick Co., Eagle-Picher, E. J. Bartells, Federal-Mogul Products, Inc., Moog Automotive Products, Inc., Wagner Electric Corporation, Ferodo America, Inc., Forty-Eight Insulations, Fibreboard Corporation, G-I Holdings, Inc., GAF Corporation, Inc. (individually and as successor-in-interest to Ruberoid), Gasket Holdings, Inc., Flexitallic, Inc., Gatke, H.K. Porter, Harbison-Walker Refractories Company, Kaiser Aluminum & Chemical Corporation, Kaiser Refractories, Nicolet, North American Refractories, Owens-Corning Corporation, Owens-Illinois, Philip Carey Company, Pittsburgh Corning Corporation, Plibrico Company, Raymark, Raybestos-Manhattan, Rock Wool Manufacturing, Rutland Fire Clay, Synkoloid, Standard Insulations, The Ryder Corporation, Unarco, United States Gypsum Company, U.S. Mineral, National Gypsum Company, Asbestos Claims Management

937
Corporation, W.R. Grace, & Co.-Conn., ABB Lummus Global, Inc., ACandS, A.P. Green Industries, Inc., A.P. Green Services, Inc., Amatex, Combustion Engineering, parties named in plaintiffs' Complaint, plaintiffs' or their decedents' employers, the U.S. Army, the U.S. Navy, the United States Government, and unknown manufacturers of asbestos and asbestos-containing products to which plaintiffs or their decedents may have been exposed. The cigarette manufacturers, including but not limited to, the following may also have caused or been at fault for plaintiffs' or their decedents' claimed injuries and damages: Phillip Morris, Inc., R.J. Reynolds Tobacco Company, Brown & Williamson Tobacco Corporation, B.A.T. Industries, p.l.c., Lorillard Tobacco Company, Liggett Group, Inc., United States Tobacco Company, and the American Tobacco Company, Inc. Additional entities that caused or are at fault for plaintiffs' or their decedents' claimed injuries and damages will be identified as they are discovered.

SIXTH DEFENSE

To the extent Defendant may be found liable for plaintiffs' or their decedents' alleged damages, Defendant is entitled to a set-off against or mitigation of any damages claimed by plaintiffs in an amount equal to any advances, supplemental sickness benefits, short or long term disability benefits, medical benefits and/or other benefits plaintiffs or their decedents have received, or will receive.

SEVENTH DEFENSE

This Defendant is entitled to an offset for any potential damages awarded the plaintiffs or payments made to the plaintiffs or their decedents by other co-defendants or third parties relating

to the alleged injuries, damages, or diseases of plaintiffs or their decedents.

EIGHTH DEFENSE

Plaintiffs or their decedents have aggravated or failed to mitigate the alleged damages.

NINTH DEFENSE

At the time of plaintiffs' or their decedents' alleged exposures to the alleged asbestos-containing materials, the body of knowledge in the scientific, medical and industrial community did not recognize any risk or danger involved with the use of the asbestos-containing products to which plaintiffs allege they or their decedents were exposed, and Defendant will rely upon the state of the art defense and its compliance with all statutes, regulations and industry standards.

TENTH DEFENSE

Plaintiffs have failed to join one or more indispensable parties.

ELEVENTH DEFENSE

Venue may not be proper in this Court.

TWELFTH DEFENSE

No products were manufactured, supplied or sold by this Defendant.

THIRTEENTH DEFENSE

The plaintiffs or their decedents did not reasonably rely on any alleged act, failure to disclose, or failure to act by this Defendant.

FOURTEENTH DEFENSE

Any plaintiffs' claim for punitive damages is not recoverable and is barred by at least the

937
following provisions of the United States Constitution and Idaho Constitutions: (1) the due process clauses of the fifth and fourteenth amendments to the United States Constitution, and Article I, § 13 of the Idaho Constitution; (2) the taking clauses of fifth and fourteenth amendments to the United States Constitution and Article I, § 14 of the Idaho Constitution; (3) the equal protection clauses of the fourteenth amendment to the United States Constitution and Article I, § 2 of the Idaho Constitution; (4) the prohibitions against excessive fines and punishments contained in the eighth amendment to the United States Constitution and Article I, § 6 of the Idaho Constitution; (5) the prohibition of ex post facto laws contained in Article I, § 16 of the Idaho Constitution; and (6) the open court provision in Article I, § 18 of the Idaho Constitution. No award of punitive damages, if any, may exceed the sum of \$250,000.00 as provided by, inter alia, IDAHO CODE ANN. § 6-1603 (2004). Any claim for punitive damages is further barred or limited by the provisions of IDAHO CODE ANN. § 6-1604.

FIFTEENTH DEFENSE

This Defendant alleges on information and belief, that plaintiffs or their decedents knew, or in the exercise of ordinary care, should have known of the risks and hazards involved in the undertaking in which plaintiffs or their decedents were engaged, but nevertheless freely and voluntarily consented to and assumed the risks and hazards incident to said operations, acts and conduct at the times and places mentioned in the Complaint.

SIXTEENTH DEFENSE

In the event plaintiffs assert a claim for loss of consortium, plaintiffs may have failed to meet the requirements of IDAHO CODE ANN. § 5-311 to sustain an action for consortium. This Defendant also asserts all of its affirmative defenses contained herein against plaintiffs' claim for loss of consortium

SEVENTEENTH DEFENSE

940
This Defendant alleges, based upon information and belief, that other than itself the employers of plaintiffs or their decedents or others were negligent and careless with respect to the matters alleged in the Complaint and that such negligence and carelessness was the intervening and/or sole proximate cause of plaintiffs' or their decedents' alleged injuries, damages and diseases.

EIGHTEENTH DEFENSE

This Defendant alleges, based upon information and belief, that the products in question were improperly maintained and used and/or were abused and that such improper maintenance and use and abuse were intervening and/or proximate causes of plaintiffs' or their decedents' alleged injuries, damages and diseases.

NINETEENTH DEFENSE

This Defendant alleges, based upon information and belief, that the plaintiffs' claims are barred based upon modification, alteration, or change in some manner of the products identified in the Complaint.

TWENTIETH DEFENSE

941
This Defendant alleges, based upon information and belief, that the plaintiffs are unable to identify the actual manufacturer or manufacturers of the products which allegedly caused the injuries, damages and diseases which plaintiffs or their decedents claim to have suffered, and that said manufacturers were entities other than this Defendant. Therefore, this Defendant is not liable for plaintiffs' or their decedents' alleged injuries, damages and diseases.

TWENTY-FIRST DEFENSE

Any claim for non-economic loss or injury may not exceed any applicable limits, whether statutory or otherwise.

TWENTY-SECOND DEFENSE

In the event plaintiffs assert a claim for breach of contract or warranty, plaintiffs failed to give timely, adequate, and sufficient notice of the alleged breach of implied warranty of merchantability and fitness for a particular purpose, if any, and their claims for such alleged breach are, therefore, barred.

TWENTY-THIRD DEFENSE

In the event plaintiffs assert a claim for breach of contract or warranty, no privity of contract or privity of any kind exists between this Defendant and the plaintiffs or their decedents.

TWENTY-FOURTH DEFENSE

Exposure to asbestos, if any, by plaintiffs or their decedents as a result of this Defendant's acts or omissions must, in law, be considered de minimis and not a proximate cause of plaintiffs' or their decedents' injuries or damages.

TWENTY-FIFTH DEFENSE

942
If the plaintiffs or their decedents used tobacco products, including but not limited to, cigarettes or were exposed to smoke from these products, such use or exposure was an intervening and/or the proximate cause of the alleged injuries, damages and diseases at issue and of the damages claimed by the plaintiffs, or such products and smoke contributed to the alleged injuries, damages and diseases.

TWENTY-SIXTH DEFENSE

The acts, conduct, or omissions of plaintiffs or their decedents and/or third parties intervened and superseded the alleged negligence or other liability, if any, of this Defendant with respect to the alleged injuries, damages and diseases of plaintiffs or their decedents.

TWENTY-SEVENTH DEFENSE

If plaintiffs or their decedents incurred any injuries or damages, which this Defendant denies, the risk of such latent injuries or damages was not foreseeable.

TWENTY-EIGHTH DEFENSE

Even if the plaintiffs or their decedents were exposed to any asbestos fibers caused by this Defendant, which this Defendant denies, such exposure did not cause or contribute to, or was not

a substantial factor in bringing about, the injuries, conditions, or damages alleged in plaintiffs' Complaint.

TWENTY-NINTH DEFENSE

943
This Defendant denies all cross-claims which have been asserted or which may be asserted against it in this matter and hereby incorporates the defenses in this answer with regard to any and all cross-claims against it by any co-defendant.

THIRTIETH DEFENSE

Any theories or liability based on concert of action, enterprise liability, market share liability or any similar theory of liability, if applied by the Court herein, would deny this Defendant its right to equal protection of law and due process of law as guaranteed by the Constitution of the United States and Art. I, Sections 2 and 13 of the Idaho Constitution.

THIRTY-FIRST DEFENSE

To the extent that plaintiffs have attempted to allege market share and/or enterprise and/or alterative liability and/or conspiracy and/or concert of action liability, plaintiffs have not alleged causes of action upon which relief may be granted as against this Defendant. To the extent such conspiracy is proven to be true, this Defendant was also the victim of such conspiracy and is thereby relieved in equity from legal doctrines, such as strict liability, which might otherwise be used to create liability of this Defendant.

THIRTY-SECOND DEFENSE

Defendant reserves a defense of personal jurisdiction and subject matter jurisdiction

where plaintiffs have not identified the date, time and place of exposure of any product of this Defendant which is alleged to have caused injury.

THIRTY- THIRD DEFENSE

To the extent plaintiffs or their decedents claim injuries from a product of this Defendant at a time and location in which now existing legal doctrines of liability did not exist, plaintiffs have no claim.

THIRTY-FOURTH DEFENSE

Defendant denies making any false representations to the plaintiffs or their decedents and to the extent any identified statement was in error of fact, those statements were not material nor did plaintiffs or their decedents rely upon them.

THIRTY-FIFTH DEFENSE

To the extent the Court applies a duty to this Defendant concerning any product alleged to have caused harm to the plaintiffs or their decedents, including doctrines of strict liability, the benefit of the products outweigh the risks of any danger inherent in the product so as to bar application of doctrines of strict liability or duty beyond mere negligence.

THIRTY-SIXTH DEFENSE

This Defendant was not engaged in any ultra hazardous activity or in the manufacture, formulation, packing, labeling, distribution or sale of any product for which liability under any such legal doctrine would attach.

THIRTY-SEVENTH DEFENSE

945
Doctrines of res judicata and collateral estoppel, along with the Primary Right Doctrine bar this action. To the extent plaintiffs have shown they or their decedents were exposed to any asbestos while they acted as an independent contractor, Defendant had no duty to the plaintiffs or their decedents caused by any condition or danger which was or should have been obvious to them.

THIRTY-EIGHTH DEFENSE

Plaintiffs' claims for alleged pain and suffering are precluded by applicable Idaho law.

THIRTY-NINTH DEFENSE

This Defendant made no warranties of any kind, express or implied, to plaintiffs or their decedents.

FORTIETH DEFENSE

This Defendant asserts that it has been required to obtain counsel to represent it against the claims alleged by plaintiffs. Plaintiffs' claims against this Defendant are filed in bad faith, without merit or otherwise in violation of IDAHO CODE ANN. § 12-123. This Defendant, therefore, is entitled to its reasonable attorney fees and costs incurred herein. See IDAHO CODE ANN. §§ 12-117 AND 12-121.

FORTY-FIRST DEFENSE

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

FORTY-SECOND DEFENSE

Plaintiffs' claims are barred, in whole or in part, by plaintiffs' failure to plead special damages with particularity, as required by Idaho Rules of Civil Procedure 9(g).

FORTY-THIRD DEFENSE

946
This action is or will be subject to dismissal, in whole or in part, as required by Idaho Rules of Civil Procedure 17(a) and 25(a).

FORTY-FOURTH DEFENSE

To the extent discovery in this action will support any additional affirmative defenses under Rule 8 of the Idaho Rules of Civil Procedure, this Defendant asserts such defenses and specifically alleges those and any other matters constituting avoidance or affirmative defenses.

FORTY-FIFTH DEFENSE

This Defendant incorporates by reference and alleges all affirmative defenses asserted by the other defendants in this action, to the extent they are not inconsistent with the above defenses.

WHEREFORE, Defendant prays that the Complaint be dismissed with prejudice and upon the merits and that it be awarded its costs incurred in defending this action, together with all other such relief to which it may prove to be entitled.

JURY DEMAND

Pursuant to Rule 38 of the Idaho Rules of Civil Procedure, Defendant relies upon plaintiffs' prior jury demand that this action be tried to a jury.

DATED this 13th day of April, 2007.

UNION PACIFIC RAILROAD COMPANY
BERMAN & SAVAGE, P.C.

By Casey K. McGarvey
Kent Hansen

E. Scott Savage

Casey K. McGarvey

Attorneys for Defendant Union Pacific Railroad
Company

947

CERTIFICATE OF SERVICE

I hereby certify that on this 13th day of April, 2007, I caused a true and correct copy of the within and foregoing UNION PACIFIC RAILROAD COMPANY'S ANSWER TO FIRST AMENDED COMPLAINT AND RELIANCE UPON PLAINTIFFS' JURY DEMAND to be e-mailed and/or mailed, postage prepaid, to the following:

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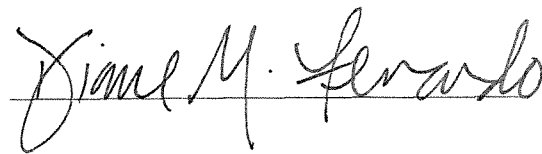
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BY CW
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Attorney for Defendant GUARD-LINE, INC.

951

IN THE DISTRICT COURT FOR THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and)
as Spouse and Personal Representative of)
the Estate of Ted Castorena; ALENE)
STOOR, Individually and as Spouse and)
Personal Representative of the Estate of)
John D. Stoor; STEPHANIE BRANCH,)
Individually and as Personal)
Representative of the Estate of Robert)
Branch, Jr.; ROBERT L. HRONEK;)
MARLENE KISLING, Individually and as)
Personal Representative of the Estate of)
William D. Frasure; NORMAN L. DAY,)

Plaintiffs,)

v.)

GENERAL ELECTRIC; AMERIVENT)
SALES, INC.; ALASKAN COPPER)
WORKS; AMERIVENT SALES, INC., et al.,)

Defendants.)

Case No. CV-06-2474 PI

**ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT**

* * * * *

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COMES NOW the above-entitled Defendant, Guard-Line, Inc., by and through its attorney of record, Brian D. Harper, and hereby answers Plaintiffs' First Amended Complaint as follows:

FIRST DEFENSE

The Plaintiffs' First Amended Complaint fails to state a claim against Defendant Guard-Line, Inc. upon which relief may be granted in the State of Idaho.

SECOND DEFENSE

Defendant Guard-Line, Inc. denies each and every allegation of the Plaintiffs' First Amended Complaint not herein expressly and specifically admitted herein.

I.

952
Responding to Paragraph 1 of Plaintiffs' First Amended Complaint, Defendant Guard-Line, Inc. incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' initial Complaint.

II.

All additional or amended allegations contained in the First Amended Complaint are not directed to Defendant Guard-Line, Inc. and this Defendant is without sufficient information to admit or deny the substance of such paragraphs and therefore denies the same.

WHEREFORE, Defendant prays that Plaintiffs take nothing by this action, that the same be dismissed, and that Defendant be awarded its costs of suit and such other and further relief as the Court deems just.

DEFENDANT REQUESTS TRIAL BY JURY.

DATED this 16th day of April, 2007.

Brian D. Harper
Brian D. Harper
Attorney for Defendant Guard-Line, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was:

Hand Delivered _____
 Mailed, postage prepaid _____
 Faxed _____
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to the following, this 16th day of April, 2007, and addressed as follows:

953

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James C. Arnold Peterson, Parkinson & Arnold P.O. Box 1645 Idaho Falls, ID 83403-1645 Attorney for Plaintiffs	A. Bruce Larson Attorney at Law P.O. Box 6369 Pocatello, ID 83205 Attorney for Cleaver-Brooks, and ITT Industries, Inc.	Murray Jim Sorensen Blaser, Sorensen & Oleson P.O. Box 1047 Blackfoot, ID 83221 Attorney for Steel West, Inc.
Christopher C. Burke Greener, Banducci, Shoemaker 950 W. Bannock Street, Suite 900 Boise, ID, 83702 Attorney for CBS Corp.; Westinghouse Electric.; and Ingersoll-Rand Company	Gary T. Dance Lee Radford Benjamin C. Ritchie Moffatt, Thomas, etc. P.O. Box 817 Pocatello, ID 83204-0817 Attorneys for FMC Corp, Henry Vogt Machine Co., and Warren Pumps, Inc.	L. Charles Johnson Attorney at Law P.O. Box 1725 Pocatello, ID 83204-1725 Attorney for Crown, Cork & Seal Co., Inc.
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<p>Gary L. Cooper M. Anthony Sasser Cooper & Larsen P.O. Box 4229 Pocatello, ID 83205-4229 Attorney for Paramount Supply Co., and Zurn Industries, Inc., and Bullough Abatement, Inc.</p>	<p>Andrew Grade M. Mattingly Steven V. Rizzo, PC 1620 SW Taylor Street, Suite 350 Portland, OR 97205 Attorney for Paramount Supply Co. and Zurn Industries, Inc.</p>	<p>W. Marcus Nye Carol Tippi Volyn Racine, Olson, Nye, et al. P.O. Box 1391 Pocatello, ID 83204-1391 Attorney for Advanced Industrial Supply, Inc. f/k/a Pocatello Supply, Inc.</p>
<p>954 J. Kevin Murphy Michael F. Skolnick KIPP AND CHRISTIAN, P.C. 10 Exchange Place, 4th Floor Salt Lake City, Utah 84111 Attorneys for Bullough Abatement, Inc.</p>	<p>Richard C. Boardman Randall L. Schmitz PERKINS COIE, LLP 251 East Front Street, Suite 400 Boise, ID 83702-7310 Attorneys for Honeywell, Inc.</p>	<p>Kevin J. Scanlan Dana M. Herberholz Hall, Farley, Oberrecht & Blanton P.O. Box 1271 Boise, ID 83701 Attorney for Parker-Hannifin</p>
<p>C. Timothy Hopkins Steven K. Brown Hopkins, Roden, Crockett, et al. P.O. Box 51219 Idaho Falls, ID 83405-1219 Attorney for Kelly-Moore Paint Co., Inc., Square D Company, Alaskan Copper Works</p>	<p>John A. Bailey, Jr. Racine, Olson, Nye, Budge & Bailey P.O. Box 1391 Pocatello, ID 83204-1391 Attorney for Gould, Inc. and Gould Pumps Trading Corp.</p>	<p>David H. Maguire Maguire & Kress P.O. Box 4758 Pocatello, ID 83205-4758 Attorney for Shepard Niles, Inc. and A.W. Chesterton Company</p>
<p>E. Scott Savage Casey K. McGarrey Berman & Savage 170 S. Main Street, Suite 500 Salt Lake City, UT 84101 Attorneys for Union Pacific Railroad</p>	<p>Howard D. Burnett Hawley, Troxell, Ennis & Hawley P.O. Box 100 Pocatello, ID 83204 Attorney for Cutler-Hammer</p>	<p>Donald J. Farley Hall, Farley, Oberrecht & Blanton P.O. Box 1271 Boise, ID 83701 Attorney for Nibco</p>
<p>Jackson Schmidt Pepple, Johnson, Cantu & Schmidt 1900 Seattle Tower Bldg. 1218 Third Avenue, Suite 1900 Seattle, WA 98101 Attorneys for Owens Illinois, Inc.</p>	<p>Thomas J. Lyons Merrill & Merrill P.O. Box 991 Pocatello, ID 83204-0991 Attorneys for Owens Illinois, Inc.</p>	<p>Michael W. Moore Steven R. Kraft Moore & Baskin P.O. Box 6756 Boise, ID 83707 Attorneys for Hill Bros Chemical</p>
<p>Dan Trocchio Kirkpatrick, Lockhart, Nicholson & Graham Henry W. Oliver Bldg. 535 Smithfield Street Pittsburgh, PA 15211-2312 Attorney for Crane Co.</p>		

Brian D Harper

BRIAN D. HARPER

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BANNOCK COUNTY
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2007 APR 20 AM 10:54
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DEPUTY CLERK

Attorneys for Defendant Garlock, Inc.,

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

955
MILDRED CASTORENA, Individually and)
as Spouse and Personal Representative of the)
Estate of TED CASTORENA; ALENE)
STOOR, Individually and as Spouse and)
Personal Representative of the Estate of)
JOHN D. STOOR; STEPHANIE BRANCH,)
Individually and as Personal Representative)
of the Estate of ROBERT BRANCH, JR.;)
ROBERT L. HRONEK; MARLENE)
KISLING, Individually and as Personal)
Representative of the Estate of WILLIAM D.)
FRASURE; NORMAN L. DAY,)
)
Plaintiffs,)
)
vs.)
)
GENERAL ELECTRIC, et al.,)
)
Defendants.)

Case No. CV-2006-2474-PI

**DEFENDANT GARLOCK, INC.'S
ANSWER TO PLAINTIFFS'
AMENDED COMPLAINT**

COME NOW Defendant Garlock, Inc. by and through its undersigned attorneys of record
and answers Plaintiffs' Amended Complaint as follows:

FIRST DEFENSE

1. The Plaintiffs' Amended Complaint fails to state a claim against Garlock, Inc.
upon which relief may be granted, and should be dismissed with prejudice, pursuant to Rule

S

12(b)(6), Idaho Rules of Civil Procedure.

SECOND DEFENSE

2. Garlock, Inc. denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Garlock, Inc. incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Garlock, Inc., they warrant no response from Garlock, Inc.

DATED this 17th day of April, 2007.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By: Christopher P. Graham
Christopher P. Graham, Of the Firm
Attorneys for Defendants

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of April, 2007, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

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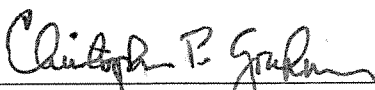
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Attorneys for Defendant Anchor Packing Company

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and)
as Spouse and Personal Representative of the)
Estate of TED CASTORENA; ALENE)
STOOR, Individually and as Spouse and)
Personal Representative of the Estate of)
JOHN D. STOOR; STEPHANIE BRANCH,)
Individually and as Personal Representative)
of the Estate of ROBERT BRANCH, JR.;)
ROBERT L. HRONEK; MARLENE)
KISLING, Individually and as Personal)
Representative of the Estate of WILLIAM D.)
FRASURE; NORMAN L. DAY,)
)
Plaintiffs,)
)
vs.)
)
GENERAL ELECTRIC, et al.,)
)
Defendants.)

Case No. CV-2006-2474-PI

**DEFENDANT ANCHOR PACKING
COMPANY'S ANSWER TO
PLAINTIFFS' AMENDED
COMPLAINT**

COME NOW Defendant Anchor Packing Company by and through its undersigned attorneys of record and answers Plaintiffs' Amended Complaint as follows:

FIRST DEFENSE

1. The Plaintiffs' Amended Complaint fails to state a claim against Anchor Packing Company upon which relief may be granted, and should be dismissed with prejudice, pursuant to

S

Rule 12(b)(6), Idaho Rules of Civil Procedure.

SECOND DEFENSE

2. Anchor Packing Company denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Anchor Packing Company incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Anchor Packing Company, they warrant no response from Anchor Packing Company

960
DATED this 17th day of April, 2007.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By: Christopher P. Graham
Christopher P. Graham, Of the Firm
Attorneys for Defendant

CERTIFICATE OF SERVICE

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Electric Corp.; Pilkington North
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Pocatello, ID 83204
FMC Corp.; Warren Pumps,
Inc.; Henry Vogt Machine Co.

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P.O. Box 100
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Eaton Electrical Inc.; Cutler
Hammer

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John A. Bailey, Jr.
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**Gould Incorporated; Goulds Pumps
Trading Corporation**

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Marcus W. Nye
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**Advanced Industrial Supply,
Inc. f/k/a Pocatello Supply, Inc.**

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Randall L. Schmitz
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251 E. Front St., Ste. 400
Boise, ID 83702-7310
Crane Co.

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Steel West, Inc.

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Kent Hansen
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&

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Steven Rizzo
Steven V. Rizzo, P.C.
1620 SE Taylor St., # 350
Portland, OR 97205
**Paramount Supply Company;
Zurn Industries, Inc.**

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Casey K. McGarvey
170 S. Main St., Ste. 500
Salt Lake City, UT 84101
Union Pacific Railroad Company

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Brian D. Harper
P.O. Box 2838
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Guard-Line, Inc.

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Jackson Schmidt
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1900 Seattle Tower Bldg.
1218 Third Avenue
Seattle, WA 98101
Owens-Illinois, Inc.

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 BANNOCK COUNTY
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 2007 APR 20 AM 10:28
 BY [Signature]
 DEPUTY CLERK

Attorneys for Defendant
 Metropolitan Life Insurance Company

**IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK**

963

MILDRED CASTORENA, Individually)	Case No. CIV-2006-2474-PI
and as Spouse and Personal)	
Representative for the Estate of TED)	
CASTORENA;)	
ALENE STOOR, Individually and as)	ANSWER OF METROPOLITAN
Spouse and Personal Representative for)	LIFE INSURANCE COMPANY TO
the Estate of JOHN D. STOOR;)	PLAINTIFFS' COMPLAINT
STEPHANIE BRANCH, Individually)	
and as Personal Representative for the)	
Estate of ROBERT BRANCH, JR.;)	
ROBERT L. HRONEK;)	
MARLENE KISLING, Individually and)	
as Personal Representative for the)	
Estate of WILLIAM D. FRASURE;)	
NORMAN L. DAY,)	
)	
)	
)	
Plaintiffs,)	
)	
vs.)	
)	
GENERAL ELECTIC, AMERIVENT)	
SALES, INC; ALASKAN COPPER)	
WORKS; AMERIVENT SALES, INC;)	
ANCHOR PACKING COMPANY;)	
A.W. CHESTERTON COMPANY;)	
<u>BABITT STEAM SPECIALITY, CO.;</u>)	

BECHTEL aka: SEQUOIA)
 VENTURES; BECHTEL)
 CONSTRUCTION COMPANY, INC.;)
 BELL & GOSSETT; CERTEAINTEED)
 CORPORATION; CLEAVER-BROOKS)
 a division of Aqua Chem., Inc.;)
 COOPER CROUSE-HINDS; COOPER)
 INDUSTRIES; CRANE CO.; CROWN)
 CORK & SEAL COMPANY, INC.;)
 CUTLER HAMMER, INC.; EBONY)
 CONTRUCTION CO., INC; EMERSON)
 ELECTRIC CO.; FAIRBANKS MORSE)
 PUMP CORPORATION; FMC)
 CORPORATION (Hamer); FOSTER)
 WHEELER COMPANY; GARLOCK)
 INCORPORATED; GOULDS PUMP)
 TRADING CORP.; GUARD-LINE,)
 INC.; HENRY VOGT MACHINE, CO.;)
 HILL BROTHERS; HONEYWELL)
 INC.; IMO INDUSTRIES;)
 INDUSTRIAL HOLDING)
 CORPORATION; ITT INDUSTRIES,)
 INC.; INGERSOLL-RAND)
 COMPANY; JOHNSTON PUMPS;)
 KELLY-MOORE PAINT COMPANY,)
 INC.; PILKINGTON NORTH)
 AMERICAN, INC. f/k/a LIBBY-)
 OWENS FORD; METROPOLITAN)
 LIFE INSURANCE COMPANY;)
 NIBCO, INC. a/k/a Northern Indiana)
 Brass Co., NORDSTROM VALVE)
 COMPANY; OBIT INDUSTRIES,)
 INC., OWENS-ILLINOIS, INC.; P & H)
 CRANES, a/k/a HARNISCHFEGOR)
 CORPORATION, PARAMOUNT)
 SUPPLY COMPANY; PAUL)
 ROBERTS MACHINE SUPPLY)
 DIVISION; ADVANCED)
 INDUSTRIAL SUPPLY, INC. f/k/a)
 POCATELLO SUPPLY, INC.; PROKO)
 INDUSTRIES, INC.; RAPID)
 AMERICAN; RELIANCE ELECTRIC)
 MOTORS; ROCKWELL)
 AUTOMATION, INC.; RUBERT IRON)
 WORKS; SACOMA-SIERRA;)
 SCHNEIDER ELECTRIC; SHEPARD)
 NILES, INC.; SIEMENS ENERGY &)

964

AUTOMATION, INC.; STEEL WEST,)
 INC., STERLING FLUID SYSTEM)
 (Peerless Pumps); UNION CARBIDE)
 CORPORATION; UNION PACIFIC)
 RAILROAD; VIACOM INC.;)
 WARREN PUMPS, INC;)
 WESTINGHOUSE ELECTRIC)
 CORPORATION, ZURN INDUSTRIES,)
 INC. and DOES I through IV, inclusive,)
)
 Defendants.)
)
)
)

965
ANSWER AND DEFENSES OF METROPOLITAN LIFE INSURANCE
COMPANY TO PLAINTIFFS' COMPLAINT

COMES NOW, Defendant Metropolitan Life Insurance Company ("Metropolitan Life"), by and through its attorneys, and hereby answers Plaintiffs' complaint ("Complaint") in this manner as follows.

AS TO JURISDICTION AND VENUE

1. Metropolitan Life denies the allegations contained in paragraph 1 of the Complaint insofar as they are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint as they relate to others.

2. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint.

3. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the

Complaint.

4. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint.

5. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint.

6. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint.

7. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint.

8. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Complaint.

9. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint.

10. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint.

11. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the

Complaint.

12. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint.

13. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint.

967
14. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint.

15. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint.

16. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint.

17. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint.

18. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint.

19. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the

Complaint.

20. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Complaint.

21. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint.

22. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint.

23. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint.

24. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint.

25. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint.

26. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint.

27. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the

Complaint.

28. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint.

29. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint.

30. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint.

31. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Complaint.

32. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 32 of the Complaint.

33. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint.

34. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint.

35. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the

Complaint.

36. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint.

37. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint.

38. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint, except that it admits that it is a New York corporation licensed to do business in the State of Idaho.

39. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint.

40. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint.

41. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint.

42. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint.

43. Metropolitan Life is without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint.

44. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint.

45. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint.

46. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint.

47. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint.

48. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint.

49. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint.

50. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint.

51. Metropolitan Life is without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint.

52. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint.

53. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint.

972
54. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint.

55. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint.

56. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint.

57. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 57 of the Complaint.

58. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint.

59. Metropolitan Life is without knowledge or information sufficient to

form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint.

60. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint.

61. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint.

973
62. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint.

63. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 of the Complaint.

64. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint.

65. Metropolitan Life denies the allegations contained in paragraph 65 of the Complaint, insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint, as they relate to others.

66. Metropolitan Life denies the allegations contained in paragraph 66 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint as they relate to others.

67. Metropolitan Life denies the allegations contained in paragraph 67 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint as they relate to others.

974
68. Metropolitan Life denies the allegations contained in paragraph 68 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint as they relate to others.

69. Metropolitan Life denies the allegations contained in paragraph 69 of the Complaint insofar as they are directed against Metropolitan Life.

Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint as they relate to others.

70. The allegations contained in paragraph 70 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

974

AS TO COUNT ONE

(NEGLIGENCE)

71. Metropolitan Life reasserts and incorporates by reference its responses to paragraphs 1 through 34 of the Complaint, inclusive, as though fully set forth herein in response to paragraph 71 of the Complaint.

72. Metropolitan Life denies the allegations contained in paragraph 72 of the Complaint insofar as they are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint as they relate to others.

975
73. The allegations contained in paragraph 73 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

74. The allegations contained in paragraph 74 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

75. Metropolitan Life denies the allegations contained in paragraph 75 of the Complaint insofar as they are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint as

they relate to others.

76. The allegations contained in paragraph 76 of the Complaint, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

976
77. The allegations contained in paragraph 77 of the Complaint, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

78. The allegations contained in paragraph 78 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT TWO

79. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 79 of the Complaint.

80. Metropolitan Life denies the allegations contained in paragraph 80 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint to the extent said allegations relate to others.

81. The allegations contained in paragraph 81 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

977
82. The allegations contained in paragraph 82 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

83. The allegations contained in paragraph 83 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

84. Metropolitan Life denies the allegations contained in paragraph 84 of the Complaint.

85. Metropolitan Life denies the allegations contained in paragraph 85 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 85 of the Complaint to the extent said allegations relate to others.

86. Metropolitan Life denies the allegations contained in paragraph 86 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 86 of the Complaint to the extent said allegations relate to others.

87. Metropolitan Life denies the allegations contained in paragraph 87 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 87 of the Complaint to the extent said allegations relate to others.

88. The allegations contained in the unnumbered paragraph following paragraph 88 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT THREE

89. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 89 of the Complaint.

90. Metropolitan Life denies the allegations contained in paragraph 90 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 90 of the Complaint to the extent said allegations relate to others.

91. Metropolitan Life denies the allegations contained in paragraph 91 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 91 of the Complaint to the extent said allegations relate to others.

92. Metropolitan Life denies the allegations contained in paragraph 92 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 92 of the Complaint to the extent said allegations relate to others.

93. The allegations contained in paragraph 93 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT FOUR

979
94. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 94 of the Complaint.

95. Metropolitan Life denies the allegations contained in paragraph 95 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 95 of the Complaint to the extent said allegations relate to others.

96. Metropolitan Life denies the allegations contained in paragraph 96 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 96 of the Complaint to the extent said allegations relate to others.

97. Metropolitan Life denies the allegations contained in paragraph 97 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 97 of the Complaint to the extent said allegations relate to others.

98. Metropolitan Life denies the allegations contained in paragraph 98 of the Complaint, including all of its subparts, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 98 of the Complaint, including all of its subparts, to the extent said allegations relate to others.

980
99. The allegations contained in paragraph 99 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

100. The allegations contained in paragraph 100 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

101. Metropolitan Life denies the allegations contained in paragraph 101 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 101 of the Complaint to the extent said allegations relate to others.

102. Metropolitan Life denies the allegations contained in paragraph 102 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations

contained in paragraph 102 of the Complaint to the extent said allegations relate to others.

103. Metropolitan Life denies the allegations contained in paragraph 103 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 103 of the Complaint to the extent said allegations relate to others.

981
104. Metropolitan Life denies the allegations contained in paragraph 104 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 104 of the Complaint to the extent said allegations relate to others.

AS TO COUNT FIVE

105. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 105 of the Complaint.

106. The allegations contained in paragraph 106 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

107. The allegations contained in paragraph 107 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

108. Metropolitan Life denies the allegations contained in paragraph 108 of the Complaint.

109. The allegations contained in paragraph 109 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

110. The allegations contained in paragraph 110 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

111. The allegations contained in paragraph 111 of the Complaint, including all of its subparts, are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them.

AS TO COUNT SIX

98w
112. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 112 of the Complaint.

113. Metropolitan Life denies the allegations contained in paragraph 113 of the Complaint, including all of its subparts, insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 113 of the Complaint, including all of its subparts, to the extent said allegations relate to others.

114. The allegations contained in the paragraph 114 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any amount.

115. The allegations contained in the unnumbered paragraphs following paragraph 114 of the Complaint, including all subparts, are conclusions of law and Plaintiff's characterization of their Complaint and contain a prayer for relief and demand for jury trial, for which no response is required; to the extent they are deemed allegations

of fact, Metropolitan Life denies them and it denies that it is liable to Plaintiffs or anyone else for any amount.

AS TO COUNT EIGHT

116. Metropolitan Life reasserts and incorporates by reference its responses to all previous paragraphs of the Complaint, inclusive, as though fully set forth herein in response to paragraph 115 of the Complaint.

117. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 116 of the Complaint.

118. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 117 of the Complaint.

119. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 118 of the Complaint.

120. Metropolitan Life denies the allegations contained in paragraph 119 of the Complaint.

121. The allegations contained in paragraph 120 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

122. The allegations contained in paragraph 121 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

984
123. The allegations contained in paragraph 122 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them insofar as they are directed against Metropolitan Life, and is without knowledge or information sufficient to form a belief as to their truth to the extent said allegations relate to others.

AS TO COUNT NINE

124. Metropolitan Life denies the allegations contained in paragraph 123 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 123 of the Complaint to the extent said allegations relate to others.

125. Metropolitan Life denies the allegations contained in paragraph 124 of the Complaint insofar as the allegations are directed against Metropolitan Life. Metropolitan Life is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124 of the Complaint to the extent said allegations relate to others.

126. The allegations contained in the paragraph 125 of the Complaint are conclusions of law, for which no response is required; to the extent they may be deemed allegations of fact, Metropolitan Life denies them, and it denies that it is liable to Plaintiffs or anyone else for any

amount.

127. The allegations contained in the unnumbered paragraphs following paragraph 125 of the Complaint, including all subparts, are conclusions of law and Plaintiff's characterization of their Complaint and contain a prayer for relief and demand for jury trial, for which no response is required; to the extent they are deemed allegations of fact, Metropolitan Life denies them and it denies that it is liable to Plaintiffs or anyone else for any amount.

128. All allegations not specifically admitted above are hereby denied.

FIRST DEFENSE

129. The allegations of the Complaint and each Count thereof fail to state a claim against Metropolitan Life upon which relief can be granted.

SECOND DEFENSE

130. The claims in the Complaint and each Count thereof are barred by the appropriate statute of limitations.

THIRD DEFENSE

131. Plaintiffs and/or Plaintiffs' decedents were contributorily and/or comparatively negligent; and such negligence was the sole contributing cause or a proximate contributing cause of Plaintiffs' alleged injuries.

FOURTH DEFENSE

132. Plaintiffs' claims are barred by the operation of the doctrine of laches.

FIFTH DEFENSE

133. Plaintiffs' claims are barred by the operation of the doctrine of estoppel.

SIXTH DEFENSE

134. Plaintiffs' claims are barred by the operation of the doctrine of waiver.

SEVENTH DEFENSE

135. The Plaintiffs and/or Plaintiffs' decedents assumed the risk of any injuries allegedly sustained as a result of exposure to asbestos-containing products used by or near Plaintiffs.

EIGHTH DEFENSE

136. Whatever damages were incurred by Plaintiffs were the result of intervening and/or superseding acts or omissions of parties over whom this Defendant had no control.

NINTH DEFENSE

137. At all times relevant hereto, the knowledge of the Plaintiffs' and/or Plaintiffs' decedents' employers was superior to that of Metropolitan Life with respect to possible health hazards associated with Plaintiffs' and/or Plaintiffs' decedents' employment, and, therefore, if there was any duty to warn the Plaintiffs and/or Plaintiffs' decedents or provide protection to them, it was the duty of said employers, not of Metropolitan Life, and breach of that duty was an intervening and/or superseding cause of the injuries allegedly sustained by Plaintiffs and/or Plaintiffs' decedents.

TENTH DEFENSE

138. In the event that it be shown that the Plaintiffs and/or Plaintiffs' decedents used any product or material, as alleged in the Complaint, which gave

rise to the injuries as set forth therein, the same was misused, abused, modified, altered, or subjected to abnormal use.

ELEVENTH DEFENSE

987
139. Plaintiffs and/or Plaintiffs' decedents and Plaintiffs' and/or Plaintiffs' decedents' employers were sophisticated users of products containing asbestos and had adequate knowledge of the dangers and risks associated with using or working around asbestos.

TWELFTH DEFENSE

140. The claims in the Complaint and each Count thereof that seek an award of exemplary or punitive damages fail to state a claim against Metropolitan Life upon which relief can be granted.

THIRTEENTH DEFENSE

141. The claims in the Complaint and each Count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to procedural due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and Article 1, Section 13, and all other applicable provisions, of the Constitution of the State of Idaho.

FOURTEENTH DEFENSE

142. The claims in the Complaint and each Count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to substantive due process as provided in the Fifth and Fourteenth Amendments of the United States Constitution and Article 1, Section 13, and all other applicable provisions, of the Constitution of the State of Idaho.

FIFTEENTH DEFENSE

143. The claims in the Complaint and each Count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to equal protection under the law and are otherwise unconstitutional under the Fourteenth Amendment of the United States Constitution and Article 1, Section 13, and all other applicable provisions, of the Constitution of the State of Idaho.

SIXTEENTH DEFENSE

144. The claims in the Complaint and each count thereof that seek exemplary or punitive damages violate Metropolitan Life's right to protection from "excessive fines" under applicable provisions of Idaho law.

SEVENTEENTH DEFENSE

145. The actions of Metropolitan Life were within its rights under the First Amendment to the United States Constitution and Article 1, Section 9 of the Constitution of the State of Idaho, and are fully protected thereby.

EIGHTEENTH DEFENSE

146. Plaintiffs and/or Plaintiffs' decedents should have taken action to minimize or eliminate damages, and therefore Plaintiffs are precluded from recovering damages, or Plaintiffs' damages are reduced, by operation of the doctrine of avoidable consequences

NINETEENTH DEFENSE

147. Metropolitan Life did not authorize, approve, or ratify the acts or omissions attributed to it in the Complaint.

TWENTIETH DEFENSE

148. Metropolitan Life states that it cannot be held liable as a matter of law for injuries or damages allegedly sustained as a result of exposure to asbestos-containing products allegedly used by or near the Plaintiffs and/or Plaintiffs' decedents, to the extent such exposure was to asbestos-containing products manufactured and distributed by others pursuant to and in strict conformity with specific regulations and specifications set forth by the United States Government. Metropolitan Life avers further that at all times relevant to the allegations contained in the Complaint, the products allegedly containing asbestos substantially conformed to those specifications set forth and approved by the United States Government, and the United States Government had actual knowledge of the hazards, if any, associated with exposure to asbestos.

TWENTY-FIRST DEFENSE

149. Metropolitan Life is entitled to a set-off or credit in the amount of any settlement or compromise heretofore or hereafter reached by Plaintiffs with any other person for any of Plaintiffs' alleged damages.

TWENTY-SECOND DEFENSE

150. The Complaint should be dismissed pursuant to Rule 9 (b) of the Idaho Rules of Civil Procedure.

TWENTY-THIRD DEFENSE

151. Plaintiffs' and/or Plaintiffs' decedents alleged injuries and damages, if any, were proximately caused by or contributed to by exposure or inhalation of noxious and deleterious fumes and residues from industrial products or by-products prevalent on Plaintiffs' and/or Plaintiffs' decedents' job site, by

the cumulative effects of exposure to all types of environmental and industrial pollutants of air and water, or by substances, products, or other causes not attributable to or connected with Metropolitan Life.

TWENTY-FOURTH DEFENSE

152. Metropolitan Life would show unto the Court that multiple awards of punitive damages against it would violate Article 1, Section 13 of the Constitution of the State of Idaho; the prohibition against being twice placed in jeopardy for the same offense embodied in the Fifth and Fourteenth Amendments to the United States Constitution and the common law of the State of Idaho.

TWENTY-FIFTH DEFENSE

153. Any recovery by Plaintiffs from Metropolitan Life under the theory of joint and several liability without contribution among joint tortfeasors or any similar doctrine would violate Metropolitan Life's constitutional rights, including but not limited to, the following provisions: The Eighth, Fourteenth, and Fifth Amendments to the Constitution of the United States, and Article 1, Sections 13 and all other applicable provisions of the Constitution of the State of Idaho.

TWENTY-SIXTH DEFENSE

154. The Complaint fails to name both necessary and indispensable parties in whose absence complete relief cannot be accorded among those already parties. Therefore, this action must be dismissed, or alternatively, the action should be stayed pending other appropriate relief by the Court.

TWENTY-SEVENTH DEFENSE

155. Metropolitan Life would show unto the Court that the events which allegedly form the basis for the Plaintiffs' alleged causes of action against

Metropolitan Life arose before the common law requirement of privity in negligence and strict liability actions. As such, Plaintiffs and/or Plaintiffs' decedents are subject to the common law requirement that they be in privity with Metropolitan Life. Inasmuch as no such privity existed, Metropolitan Life is not a proper party to this action.

TWENTY-EIGHTH DEFENSE

156. The claims of Plaintiffs are barred by Plaintiffs and/or Plaintiffs' decedents' contributory and/or comparative negligence and/or assumption of risk and/or any other defense asserted herein.

TWENTY-NINTH DEFENSE

157. Actions by Metropolitan Life, alleged or otherwise, were not the legal or proximate cause of any damages suffered or claimed by Plaintiffs or Plaintiffs' decedent.

THIRTIETH DEFENSE

158. Metropolitan Life has not conducted discovery in this action and therefore, expressly reserves the right to amend this answer to add additional or supplemental defenses and to file and serve other responsive pleadings, allegations or claims.

THIRTY-FIRST DEFENSE

159. The Plaintiffs' claims should be denied to the extent they are barred by the operation of the doctrine of accord and satisfaction.

THIRTY-SECOND DEFENSE

160. The Plaintiffs' claims should be denied to the extent they are barred by the operation of the doctrine of release and settlement.

THIRTY-THIRD DEFENSE

161. The Plaintiffs' claims should be denied to the extent they are barred by the operation of the doctrine of payment.

ANSWER TO CROSS-CLAIMS

162. Metropolitan Life denies every allegation of each and every Cross-Claim insofar as said allegations relate to Metropolitan Life.

163. Metropolitan Life denies any liability with respect to each and every count of each and every Cross-Claim insofar as said counts apply to Metropolitan Life.

164. Metropolitan Life denies that it is liable to indemnify any other Defendant or Third-Party Defendant in this action.

165. Metropolitan Life denies that any Defendant or Third-Party Defendant is entitled to contribution from Metropolitan Life in this action.

166. In response to each and every Cross-Claim, Metropolitan Life adopts by reference all denials in paragraphs 1 through 128 above, as though fully set forth herein.

167. In response to each and every Cross-Claim, Metropolitan Life adopts by reference all Defenses set forth in paragraphs 129 through 161 above, as though fully set forth herein, as Defenses to each and every Cross-Claim.

WHEREFORE, Metropolitan Life demands that:

(a) the Complaint be dismissed with prejudice as to
Metropolitan Life;

(b) Plaintiffs' demand for relief be denied in every respect;

(c) Metropolitan Life be awarded costs in connection with this litigation;

(d) the Court grant such other and further relief as may be just, proper, and equitable; and

(e) relies upon Plaintiffs' request for a jury trial.

DATED this 6 of February, 2007.

BY:

LSJ

Donald W. Lojek of the firm,
Lojek Law Offices, Chartered
Attorneys for Defendant Metropolitan
Life Insurance Company

ORIGINAL

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BANNOCK COUNTY
CLERK OF THE COURT
2007 APR 20 AM 10:55
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Attorneys for Defendant Fairbanks Morse Pump Corporation

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and)
as Spouse and Personal Representative of the)
Estate of TED CASTORENA; ALENE)
STOOR, Individually and as Spouse and)
Personal Representative of the Estate of)
JOHN D. STOOR; STEPHANIE BRANCH,)
Individually and as Personal Representative)
of the Estate of ROBERT BRANCH, JR.;)
ROBERT L. HRONEK; MARLENE)
KISLING, Individually and as Personal)
Representative of the Estate of WILLIAM D.)
FRASURE; NORMAN L. DAY,)
)
Plaintiffs,)
)
vs.)
)
GENERAL ELECTRIC, et al.,)
)
Defendants.)

Case No. CV-2006-2474-PI

**DEFENDANT FAIRBANKS MORSE
PUMP CORPORATION'S ANSWER
TO PLAINTIFFS' AMENDED
COMPLAINT**

COME NOW Defendant Fairbanks Morse Pump Corporation by and through its undersigned attorneys of record and answers Plaintiffs' Amended Complaint as follows:

FIRST DEFENSE

1. The Plaintiffs' Complaint fails to state a claim against Fairbanks Morse Pump Corporation upon which relief may be granted, and should be dismissed with prejudice, pursuant

to Rule 12(b)(6), Idaho Rules of Civil Procedure.

SECOND DEFENSE

2. Fairbanks Morse Pump Corporation denies each and every allegation in the Amended Complaint which is not expressly and specifically admitted in this Answer.

3. Responding to Paragraph 1 of Plaintiffs' Amended Complaint, Fairbanks Morse Pump Corporation incorporates each denial and affirmative defense set forth in its Answer to Plaintiffs' Initial Complaint.

4. As the additional or amended allegations contained in the Amended Complaint do not pertain to Fairbanks Morse Pump Corporation, they warrant no response from Fairbanks Morse Pump Corporation

DATED this 17th day of April, 2007.

TROUT ♦ JONES ♦ GLEDHILL ♦ FUHRMAN, P.A.

By: Christopher P. Graham
Christopher P. Graham, Of the Firm
Attorneys for Defendant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of April, 2007, a true and correct copy of the above and foregoing document was forwarded addressed as follows in the manner stated below:

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Reliance Electric Motors;
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&
G. Patterson Keahey
G. Patterson Keahey, P.C.
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Indiana Brass Co.

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aka Harnischfeger Corporation

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Ford**

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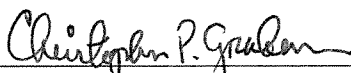
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 BANNOCK COUNTY
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 2007 APR 23 AM 10:23
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 DEPUTY CLERK

Attorneys for Defendant Hill Brothers Chemical Company

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF
 THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

MILDRED CASTORENA, Individually and as)	
Spouse and Personal Representative of the Estate)	
of Ted Castorena; <i>et al.</i>,	)	Case No.: CV-2006-2474-PI
)	
Plaintiffs,)	
)	
vs.	)	DEFENDANT HILL BROTHERS
	)	CHEMICAL COMPANY'S ANSWER
GENERAL ELECTRIC, <i>et al.</i>,	)	TO PLAINTIFF'S FIRST AMENDED
	)	COMPLAINT
Defendants.)	
)	

COMES NOW Defendant Hill Brothers Chemical Company, by and through its attorneys of record, Moore, Baskin & Elia, LLP, and in answer to Plaintiff's First Amended Complaint on file herein, admits, denies and alleges as follows:

FIRST DEFENSE

Plaintiff's First Amended Complaint fails to state a claim against Defendant Hill Brothers Chemical Company upon which relief can be granted. Defendant Hill Brothers Chemical Company

DEFENDANT HILL BROTHERS CHEMICAL COMPANY'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT - P. 1

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is therefore entitled to judgment in its favor as a matter of law.

SECOND DEFENSE

Defendant Hill Brothers Chemical Company denies each and every allegation of Plaintiff's First Amended Complaint not expressly and specifically admitted herein.

THIRD DEFENSE

I.

That as to the allegations contained in Paragraph 1 of Plaintiff's First Amended Complaint, Defendant Hill Brothers Chemical Company incorporates each denial and affirmative defense set forth in its Answer to Plaintiff's Initial Complaint.

II.

That as to the allegations contained in Paragraphs 2 through 21 of Plaintiff's First Amended Complaint, such allegations do not pertain to this answering Defendant and, therefore, do not warrant any response from the answering Defendant. To the extent any response is warranted, Defendant Hill Brothers Chemical Company denies the additional or amended allegations for lack of knowledge of information sufficient to form a belief as to the truth contained therein.

DEMAND FOR JURY TRIAL

Defendant Hill Brothers Chemical Company demands a trial by jury on all issues, claims and defenses.

DATED this 18th day of April, 2007.

MOORE, BASKIN & ELIA, LLP

By _____
Steven R. Kraft, of the firm
Attorneys for Defendant Hill Brothers Chemical
Company

CERTIFICATE OF MAILING

I HEREBY CERTIFY That on this 18th day of April, 2007, I served a true and correct copy of the foregoing document, by the method indicated below, and addressed to the following:

<p>James C. Arnold Petersen, Parkinson & Arnold, PLLC 390 N. Capital Avenue P. O. Box 1645 Idaho Falls, ID. 83403-1645</p> <p>Attorneys for Plaintiff</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 522-8547 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Email</p>
<p>G. Patterson Keahey G. Patterson Keahey, P.C. One Independence Plaza, Ste. 612 Birmingham, AL 35209</p> <p>Attorneys for Plaintiff</p>	<p><input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (205) 871-0801 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input type="checkbox"/> Email</p>
<p>David H. Maguire/David R. Kress Maguire & Kress 1414 E. Center P. O. Box 4758 Pocatello, ID. 83205-4758</p> <p>Attorneys for A. W. Chesterton; Shepard Niles</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-5181 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email maguire@maguire-kress.com kress@maguire-kress.com</p>
<p>Christopher P. Graham Trout Jones Gledhill Fuhrman 225 N. 9th Street, Ste. 820 P. O. Box 1097 Boise, ID. 83701</p> <p>Attorneys for Anchor Packing Co.; Garlock, Incorporated, Fairbanks Morse Pump Co.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 331-1529 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email cgraham@idalaw.com</p>
<p>C. Timothy Hopkins/Steven K. Brown Hopkins Roden Crockett Hansen & Hoopes 428 Park Avenue P. O. Box 51219 Idaho Falls, ID. 83405-1219</p> <p>Attorneys for Kelly-Moore Paint Company, Inc. and Alaskan Copper Works</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email tim@hrchh.com steveb@hrchh.com</p>

<p>Howard D. Burnett Hawley, Troxell, Ennis & Hawley, LLP 333 S. Main Street P. O. Box 100 Pocatello, ID. 83204</p> <p>Attorneys for Eaton Electrical, Inc. fka Cutler Hammer, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 233-1304 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email hdb@hteh.com</p>
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<p>L. Charles Johnson III Johnson Olson, Chartered 419 West Benton P. O. Box 1725 Pocatello, ID. 83204-1725</p> <p>Attorneys for Crown, Cork, & Seal Company, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-9161 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email cjlaw@allidaho.com</p>
<p>Wade L. Woodard Greener Banducci Shoemaker, PA 950 W. Bannock, Ste. 900 Boise, ID. 83702</p> <p>Attorney for CertainTeed Corporation; Union Carbide Corporation</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile 208-319-2601 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email wwoodard@greenerlaw.com</p>
<p>Mary Price Birk/Ronald L. Hellbusch Baker & Hostetler, LLP 303 East 17th Avenue, Ste. 1100 Denver, CO. 80203-1264</p> <p>Attorneys for CertainTeed Corporation; Union Carbide Corporation</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (303)861-7805 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email mbirk@bakerlaw.com rhellbusch@bakerlaw.com</p>

<p>Gary T. Dance/Lee Radford/Benjamin C. Ritchie Moffatt Thomas Barrett Rock & Fields Chtd. 412 West Center, Suite 2000 P. O. Box 817 Pocatello, ID. 83204</p> <p>Attorneys for FMC Corporaton; Warren Pumps, Inc.; Henry Vogt Machine Co.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 232-0150 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email gtd@moffatt.com klr@moffatt.com bcr@moffatt.com</p>
<p>A. Bruce Larson 707 North 7th Avenue P. O. Box 6369 Pocatello, ID. 83201</p> <p>Attorneys for Cleaver Brooks, a Div. of Aqua Chem, Inc.; ITT Industries, Inc.; P&H Cranes aka Harnischfegor Corporation</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 478-7602 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email abalatty@qwest.net</p>
<p>Donald F. Carey/Carole I. Wesenberg/ Robert D. Williams Quane Smith, LLP 2325 W. Broadway, Ste. B Idaho Falls, ID. 83402-2913</p> <p>Attorneys for Reliance Electric Company; Rockwell Automation, Inc.; Steel West; Babbitt Steam</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile (208) 529-0005 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email dfcarey@quanesmith.net ciwessenberg@quanesmith.net rdwilliams@quanesmith.net</p>
<p>Christopher C. Burke Greener Banducci Shoemaker, PA 950 W. Bannock Street, Suite 9009 Boise, ID. 83702</p> <p>Attorneys for Ingersoll-Rand Corporation and CBS Corporation f/k/a/ Viacom, Inc., a successor by merger to CBS Corporation, f/k/a/ Westinghouse Electric Corporation</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile 208-319-2601 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email - cburke@greenerlaw.com</p>
<p>Donald J. Farley/Dana Herberholz Hall Farley Oberrecht & Blanton, P.A. 702 W. Idaho, Ste. 700 P. O. Box 1271 Boise, ID. 83701</p> <p>Attorneys for Nibco, Inc.</p>	<p><input type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile 208-395-8585 <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Overnight Delivery <input checked="" type="checkbox"/> Email djf@hallfarley.com dmh@hallfarley.com</p>

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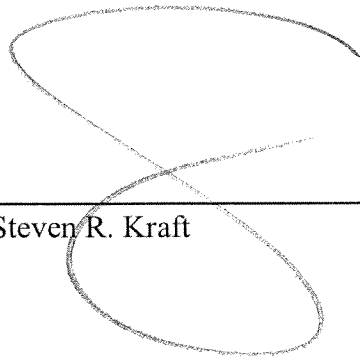
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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT

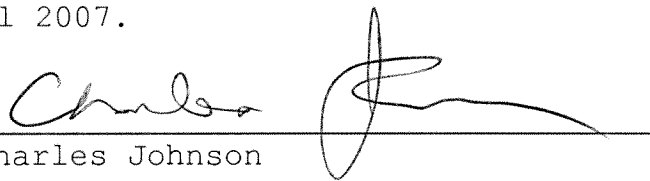
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

Mildred Castorena, Individually and as)	
Spouse and Personal Representative of)	Case No. CV2006-2474 PI
the Estate of Ted Castorena;)	
Alene Stoor, Individually and as)	
Spouse and Personal Representative of)	
the Estate of John D. Stoor,)	
Stephanie Branch, Individually and as)	
Personal Representative of the Estate)	DEFENDANT CROWN CORK
of Robert Branch, Jr.;)	& SEAL COMPANY, INC.
Robert L. Hronek;)	ANSWER TO PLAINTIFFS'
Marlene Kisling, Individually and as)	AMENDED COMPLAINT
Personal Representative of the Estate)	
of William D. Frasure;)	
Norman L. Day.)	
)	
Plaintiffs,)	
)	
vs.)	
)	
GENERAL ELECTRIC, AMERIVENT, SALES)	
INC., ALASKAN COPPER WORKS, AMERIVENT)	
SALES, INC., ANCHOR PACKING COMPANY,)	
CROWN CORK & SEAL COMPANY, INC.,)	
et. al,)	
)	
Defendants.)	
)	

This answering defendant, Crown Cork & Seal Company, Inc., incorporates each denial and affirmative defense set forth in their Answer dated November 1, 2006 to plaintiffs' initial COMPLAINT

1008
filed on June 2, 2006 as their answer to the Amended complaint filed in this case. The additional or amended allegations contained in the Amended Complaint do not pertain to this answering defendant, so no further response from this answering defendant is warranted. However, to the extent a response is warranted, this answering defendant denies the additional or amended allegations for lack of knowledge or information sufficient to form a belief as to the truth contained therein. This answering defendant relies on the demand for jury trial filed by the plaintiffs Castorena et al on all issues, claims and defenses so triable in this case.

DATED this 18th day of April 2007.


Charles Johnson

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I mailed and e-mailed to plaintiffs' counsel and e-mailed to the other parties a true and correct copy of the foregoing document by placing the same in the United States mail, postage prepaid, addressed as follows:

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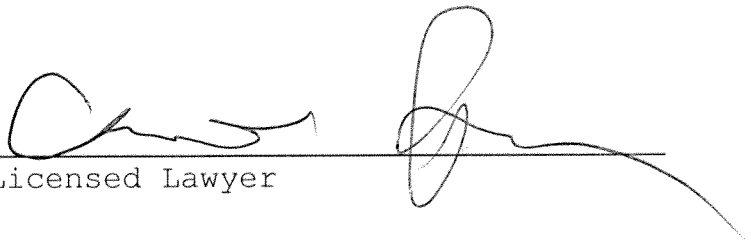
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on this 18th day of April 2007.



Licensed Lawyer

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IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

1011
MILDRED CASTORENA, Individually
and as Spouse and Personal Representative
of the Estate of Ted Castorena; ALENE
STOOR, Individually and as Spouse and
Personal Representative of the Estate of
John D. Stoor; STEPHANIE BRANCH,
Individually and as Personal
Representative of the Estate of Robert
Branch, Jr.; ROBERT L. HRONEK;
MARLENE KISLING, Individually and as
Personal Representative of the Estate of
William D. Frasure; NORMAN L. DAY,

Plaintiffs,

v.

GENERAL ELECTRIC, AMERIVENT,
SALES, INC., ALASKAN COPPER
WORKS, AMERIVENT SALES, INC.,
ANCHOR PACKING COMPANY, A. W.
CHESTERTON COMPANY, BABITT
STEAM SPECIALTY, CO, BECHTEL
a/k/a SEQUOIA VENTURES, BECHTEL
CONSTRUCTION COMPANY, INC.,
BULLOUGH ABATEMENT, INC., BELL
& GOSSETT, CERTAINTEED
CORPORATION, CLEAVER-BROOKS
a Division of Aqua Chem., Inc., COOPER
CROUSE-HINDS, COOPER
INDUSTRIES, CRANE CO., CROWN

Case No. CV-2006-2474-PI

**CRANE CO.'s ANSWER TO PLAINTIFFS'
FIRST AMENDED COMPLAINT**

1012
CORK & SEAL COMPANY, INC.,
CUTLER HAMMER, INC., EBONY
CONSTRUCTION CO., INC., EMERSON
ELECTRIC CO., FAIRBANKS MORSE
PUMP CORPORATION, FMC
CORPORATION (Hamer), FOSTER
WHEELER COMPANY, GARLOCK
INCORPORATED, GOULD
INCORPORATED, GOULDS PUMPS
TRADING CORP., GUARD-LINE, INC.,
HENRY VOGT MACHINE, CO., HILL
BROTHERS, HONEYWELL, INC., IMO
INDUSTRIES, INDUSTRIAL HOLDING
CORPORATION, ITT INDUSTRIES,
INC., INGERSOLL-RAND COMPANY,
JOHNSTON PUMPS, KELLY-MOORE
PAINT COMPANY, INC., PILKINGTON
NORTH AMERICAN, INC., f/k/a LIBBY-
OWENS FORD, METROPOLITAN LIFE
INSURANCE COMPANY, NIBCO, INC.,
a/k/a Northern Indiana Brass, Co.,
NORDSTROM VALVE COMPANY,
OBIT INDUSTRIES, INC., OWENS-
ILLINOIS, INC., P & H CRANES, a/k/a
HARNISCHFEGOR CORPORATION,
PARAMOUNT SUPPLY COMPANY,
PAUL ROBERTS MACHINE SUPPLY
DIVISION, ADVANCED INDUSTRIAL
SUPPLY, INC., f/k/a POCATELLO
SUPPLY, INC., PROKO INDUSTRIES,
INC., RAPID AMERICAN, RELIANCE
ELECTRIC MOTORS, ROCKWELL
AUTOMATION, INC., RUPERT IRON
WORKS, SACOMA-SIERRA,
SCHNEIDER ELECTRIC, SHEPARD
NILES, INC., SIEMENS ENERGY &
AUTOMATION, INC., STEEL WEST,
INC., STERLING FLUID SYSTEM
(Peerless Pumps), UNION CARBIDE
CORPORATION, UNION PACIFIC
RAILROAD, VIACOM INC., WARREN
PUMPS, INC., WESTINGHOUSE
ELECTRIC CORPORATION, ZURN
INDUSTRIES, INC., and Does I through
IV,

Defendants.

COMES NOW Defendant Crane Co., by and through its attorneys of record, Perkins Coie, LLP, and answers Plaintiffs' First Amended Complaint as follows:

FIRST DEFENSE

10/13
1. Plaintiffs' First Amended Complaint fails to state a claim against Crane Co. upon which relief can be granted.

SECOND DEFENSE

2. Crane Co. denies each and every allegation of the First Amended Complaint not specifically admitted herein.

3. With respect to the allegations contained in Paragraph 1 of Plaintiffs' First Amended Complaint, Crane Co. incorporates each denial, admission, and affirmative defense asserted in Crane Co.'s Answer to Complaint previously filed with this Court.

4. Paragraphs 2-21 of Plaintiffs' First Amended Complaint do not state any allegations against Crane Co. and, therefore, no response is required. To the extent a response is deemed necessary and appropriate, Crane Co. is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, therefore, denies the same.

Crane Co. hereby demands a trial by jury in accordance with the provisions of Rule 38(b) of the Idaho Rules of Civil Procedure.

DATED: April 26, 2007

PERKINS COIE LLP

By: 
Randall L. Schmitz

Attorneys for Defendant Crane Co.

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that he caused a copy of the foregoing Answer to be served upon the following counsel of record via facsimile and U.S. Mail, postage prepaid, on

April 26, 2007:

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