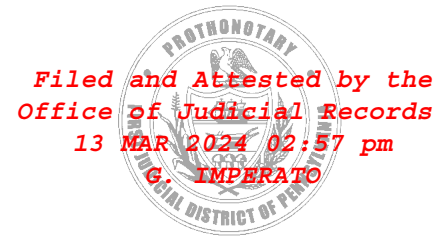


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Attorney for Plaintiffs

**JUAN NAMNUN and LENA NAMNUN,
Husband and Wife**
218 Aqua Lane
Delran, NJ 08075

Plaintiffs

v.

**THE SCHOOL DISTRICT OF
PHILADELPHIA d/b/a FRANKFORD
HIGH SCHOOL, et al.**
5000 Oxford Avenue
Philadelphia, PA 19124

And

CITY OF PHILADELPHIA
5000 Oxford Avenue
Philadelphia, PA 19124

And

**ACCREDITED ENVIRONMENTAL
TECHNOLOGIES, INC.**
28 Pennell Rd.
Media, PA 19063

And

**BATTA ENVIRONMENTAL
ASSOCIATES, INC.**
1515 Market St., Suite 1200
Philadelphia, PA 19102

And

**COURT OF COMMON PLEAS
PHILADELPHIA COUNTY,
PENNSYLVANIA**

MARCH TERM, 2024

NO.

JURY TRIAL DEMANDED

CRITERION LABORATORIES, INC.
800 Street Rd.
Bensalem, PA 19020

And

**G&C ENVIRONMENTAL SERVICES,
INC.**
2 Street Rd.
Newtown Square, PA 19073

And

KEM PARTNERS, INC.
123 John Robert Thomas Dr.
Exton, PA 19341

And

SYNERTECH INC.
228 Moore St.
Philadelphia, PA 19148

And

**ENVIRONMENTAL TESTING
CONSULTANTS, LLC**
One Mall Drive
Suite 404
Cherry Hill, NJ 08002

And

TTI ENVIRONMENTAL, INC.
1253 N. Church St.
Moorestown, NJ 08057

And

**USA ENVIRONMENTAL
MANAGEMENT, INC.**
8436 Enterprise Ave.
Philadelphia, PA 19153

And

THE VERTEX COMPANIES, INC.
2501 Seaport Drive, Suite BH 110
Chester, PA 19013

And

ACER ASSOCIATES, LLC
1012 Industrial Dr.
Berlin Township, NJ 08091

And

**REACT ENVIRONMENTAL
PROFESSIONAL SERVICES GROUP,
INC.**
6901 Kingsessing Ave.
Philadelphia, PA 19142

And

**WESTCHESTER ENVIRONMENTAL,
LLC**
1248 Wrights Lane
West Chester, PA 19380

And

ARMSTRONG INTERNATIONAL, INC.
900 Maple Street
Three Rivers, MI 49093

And

AURORA PUMP COMPANY
13320 Ballantyne Corporate Place
Charlotte, NC 28277

And

CLEAVER BROOKS COMPANY, INC.
11950 West Park Place
Milwaukee, WI 11270

And

CRANE CO.

100 First Stamford Place
Stamford, CT 06902

And

**ELECTROLUX HOME PRODUCTS,
INC., Individually and as Successor to
TAPPAN AND COPEL VULCAN**

4400 Easton Commons Way #125
Columbus, OH 43219

And

**FLOWSERVE US, INC., Solely as
Successor to ROCKWELL
MANUFACTURING COMPANY,
EDWARD VALVE, INC., NORDSTROM
VALVES, INC., EDWARD VOGT
VALVE COMPANY, AND VOGT
VALVE COMPANY**

Ct Corporation
28 Liberty Street
New York, NY 10005

And

**FMC CORPORATION, Individually, and
as Successor to CHICAGO PUMP
COMPANY, NORTHERN PUMP
COMPANY, and PEERLESS PUMP
COMPANY**

CT Corporation
101 Federal Street
Boston, MA 02110

And

**FORT KENT HOLDINGS, INC., F/K/A
DUNHAM-BUSH
SCHNADER HARRISON SEGAL &
LEWIS LLP**

140 Broadway, Suite 3000
New York, NY 10005

And

ITT, LLC
Ct Corporation
28 Liberty Street
New York, NY 10005

And

RILEY STOKER CORPORATION
CT Corporation System
111 8th Avenue
New York, NY 10011

And

**SPIRAX SARCO INC., Individually and
as Successor to SARCO COMPANY**
1150 Northpoint Blvd.
Blythewood, SC 29016

And

**ZURN INDUSTRIES, LLC, Individually
and as Successor-in-Interest to ZURN
INDUSTRIES, INC.**
Ct Corporation
28 Liberty Street
New York, NY 10005

And

**JOHN/JANE DOESNOS. 1-10, a
fictitious designation pursuant to Pa. R.
Civ. P. 2005 for any company, entity,
corporation, LLC, fictitious name, or
person whose name, identity and/or
action(s) are presently unknown to
Plaintiff but whose wrongful, reckless,
and/or negligent misconduct, related to
large quantities of asbestos dust and fibers
being released into the atmosphere of
Frankford High School located at 5000
Oxford Avenue, Philadelphia, PA 19124,
caused harm, injuries, and/or damages to
the Plaintiff in this action,**

Defendants.

CIVIL COMPLAINT

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Juan Namnun, is an adult citizen and resident of the State of New Jersey, residing therein at 218 Aqua Lane, Delran, New Jersey 08075.

2. Plaintiff, Lena Namnun, an adult citizen and resident of the State of New Jersey, residing therein at 218 Aqua Lane, Delran, New Jersey 08075.

3. Plaintiff, Juan Namnun, a graduate of Frankford High School who has gone on to teach and coach baseball at Frankford High School for over 20 years, was diagnosed with male breast cancer on August 4, 2022, as a direct and proximate result of the Defendants' negligent, wrongful, extensive, and unacceptable conduct related to the severe asbestos contamination of Frankford High School. Plaintiff, Juan Namnun, has been unknowingly inhaling asbestos fibers for nearly 30 years.

4. Defendant, School District of Philadelphia, is an entity organized under the laws of the Commonwealth of Pennsylvania and the Philadelphia Home Rule Charter, headquartered at The Philadelphia Board of Education Building, 400 N. Broad Street, Philadelphia, PA 19130.

5. Defendant, City of Philadelphia, is an entity with its principal place of business located at 1401 John F. Kennedy Blvd., Philadelphia, Pennsylvania 19102.

6. At all times relevant hereto, defendants, School District of Philadelphia and City of Philadelphia, have owned the real property and building known as Frankford High School located at Oxford Avenue and Wakeling Street, Philadelphia, Pennsylvania 19124.

7. Defendant, Accredited Environmental Technologies, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 28 Pennell Road, Media, Pennsylvania 19063.

8. At all times relevant hereto, defendant, Accredited Environmental Technologies, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

9. Defendant, Batta Environmental Associates, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1515 Market Street, Suite 1200, Philadelphia, Pennsylvania 19102.

10. At all times relevant hereto, defendant, Batta Environmental Associates, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

11. Defendant, Criterion Laboratories, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 800 Street Road, Bensalem, Pennsylvania 19020.

12. At all times relevant hereto, defendant, Criterion Laboratories, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

13. Defendant, G&C Environmental Services, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 2 Street Road, Newtown Square, Pennsylvania 19073.

14. At all times relevant hereto, defendant, G&C Environmental Services, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

15. Defendant, KEM Partners, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 123 John Robert Thomas Drive, Exton, Pennsylvania 19341.

16. At all times relevant hereto, defendant, KEM Partners, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

17. Defendant, Synertech Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 228 Moore Street, Philadelphia, Pennsylvania 19148.

18. At all times relevant hereto, defendant, Synertech Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

19. Defendant, Environmental Testing Consultants, LLC, is a limited liability company organized and existing under the laws of the State of New Jersey with its principal place of business located at One Mall Drive, Suite 404, Cherry Hill, New Jersey 08002.

20. At all times relevant hereto, defendant, Environmental Testing Consultants, LLC, was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

21. Defendant, TTI Environmental, Inc., is a corporation organized and existing under the laws of the State of New Jersey with its principal place of business located at 1253 N. Church Street, Moorestown, New Jersey 08057.

22. At all times relevant hereto, defendant, TTI Environmental, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

23. Defendant, USA Environmental Management, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 8436 Enterprise Avenue, Philadelphia, Pennsylvania 19153.

24. At all times relevant hereto, defendant, USA Environmental Management, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

25. Defendant, The Vertex Companies, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 2501 Seaport Drive, Suite BH 110, Chester, Pennsylvania 19013.

26. At all times relevant hereto, defendant, The Vertex Companies, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

27. Defendant, Acer Associates, LLC, is a limited liability company organized and existing under the laws of the State of New Jersey with its principal place of business located at 1012 Industrial Drive, Berlin Township, New Jersey 08091.

28. At all times relevant hereto, defendant, Acer Associates, LLC, was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

29. Defendant, React Environmental Professional Services Group, Inc., is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 6901 Kingsessing Avenue, Philadelphia, Pennsylvania 19142.

30. At all times relevant hereto, defendant, React Environmental Professional Services Group, Inc., was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

31. Defendant, Westchester Environmental, LLC is a limited liability company organized and existing under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 1248 Wrights Lane, West Chester, Pennsylvania 19380.

32. At all times relevant hereto, defendant, Westchester Environmental, LLC, was involved in the testing, inspection, reporting, warning, and assessment of whether and to what extent Frankford High School is contaminated with asbestos.

33. Defendant, Armstrong International, Inc., is a corporation organized and existing under the laws of the State of Michigan with its principal place of business located at 900 Maple Street, Three Rivers, Michigan 49093.

34. At all times material hereto, defendant, Armstrong International, Inc., manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, steam traps which contained asbestos materials.

35. Defendant, Aurora Pump Company, is a corporation organized and existing under the laws of the State of North Carolina with its principal place of business located at 13320 Ballantyne Corporate Place, Charlotte, North Carolina 28277.

36. At all times material hereto, defendant, Aurora Pump Company, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, pumps which contained asbestos materials.

37. Defendant, Cleaver Brooks Company, Inc., is a corporation organized and existing under the laws of the State of Wisconsin with its principal place of business located at 11950 West Park Place, Milwaukee, Wisconsin 11270.

38. At all times material hereto, defendant, Cleaver Brooks Company, Inc., manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractor on job sites on which plaintiff worked, asbestos products, including but not limited to, boilers which contained asbestos materials.

39. Defendant, Crane Co., is a corporation organized and existing under the laws of the State of Connecticut with its principal place of business located at 100 First Stamford Place, Stamford, Connecticut 06902.

40. At times material hereto, defendant, Crane Co., manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, pumps which contained asbestos materials.

41. Defendant, Electrolux Home Products, Inc., individually and as successor to Tappan and Copes Vulcan, is a corporation organized and existing under the laws of the State of Ohio with its principal place of business located at 4400 Easton Commons Way #125, Columbus, OH 43219.

42. At all times material hereto, defendant, Electrolux Home Products, Inc., Individually and as Successor to Tappan and Copes-Vulcan, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, valves which contained asbestos materials.

43. Defendant, Flowserve US, Inc., solely as successor to Rockwell Manufacturing Company, Edward Valve Inc., and Nordstrom Valves, Inc., is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 28 Liberty Street, New York, New York 10005.

44. At all times material hereto, defendant, Flowserve US, Inc., Solely as Successor to Rockwell Manufacturing Company, Edward Valve, Inc., and Nordstrom Valves, Inc., manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, valves which contained asbestos materials.

45. Defendant, FMC Corporation, individually and as successor to Chicago Pump Company, Northern Pump Company, and Peerless Pump Company, is a corporation organized and existing under the laws of the Commonwealth of Massachusetts with its principal place of business located at 101 Federal Street, Boston, Massachusetts 02110.

46. At all times material hereto, defendant, FMC Corporation, Individually and as Successor to Chicago Pump Company, Northern Pump Company, and Peerless Pump Company, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on

which plaintiff worked, asbestos products, including but not limited to, pumps which contained asbestos materials.

47. Defendant, Fort Kent Holdings, Inc. f/k/a Dunham-Bush, Inc., is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 140 Broadway, Suite 3000, New York, New York 10005.

48. At all times material hereto, defendant, Fort Kent Holdings, Inc. f/k/a Dunham-Bush, Inc., manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, steam traps which contained asbestos materials.

49. Defendant, ITT, LLC, is a limited liability corporation organized and existing under the laws of the State of New York with its principal place of business located at 28 Liberty Street, New York, New York 10005.

50. At times material hereto, defendant, ITT, LLC, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos-containing products.

51. Defendant, Riley Stoker Corporation, is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 111 8th Avenue, New York, New York 10011.

52. At times material hereto, defendant, Riley Stoker Corporation, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff

worked, asbestos products, including but not limited to, boilers which contained asbestos materials.

53. Defendant, Spirax Sarco, Inc., individually and as successor to Sarco Company, is a corporation organized and existing under the laws of the State of South Carolina with its principal place of business located at 1150 Northpoint Boulevard, Blythewood, South Carolina 29016.

54. At all times material hereto, defendant, Spirax Sarco, Inc., individually and as successor to Sarco Company, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, steam traps which contained asbestos materials.

55. Defendant, Zurn Industries, Inc., individually and as successor to Erie City Iron Works, is a corporation organized and existing under the laws of the State of New York with its principal place of business located at 28 Liberty Street, New York, New York 10005.

56. At all times material hereto, defendant, Zurn Industries, Inc., individually and as successor to Erie City Iron Works, manufactured, produced and sold, either directly or indirectly, in the geographical area in which plaintiff worked and/or to the employers of the plaintiff and/or to the contractors on job sites on which plaintiff worked, asbestos products, including but not limited to, boilers which contained asbestos materials.

57. John/Jane Does Nos. 1-10, are fictitious designations made pursuant to Pennsylvania Rule of Civil Procedure 2005 for any company, entity, corporation, limited liability company, fictitious name, or person whose name, identity and/or action(s) are presently unknown to Plaintiff but whose wrongful, reckless, strict liability, and/or negligent conduct, related to large the contamination of Frankford High School in Philadelphia with asbestos caused harm, injuries,

and/or damages to the Plaintiff in this action. After conducting a reasonable search with due diligence, John/Jane Does' actual names are unknown to Plaintiff at this time. A reasonable search to determine the actual names of John/Jane Does has been conducted.

58. Pennsylvania has personal jurisdiction over all defendants, including defendants, Armstrong International Inc., Aurora Pump Company, Cleaver Brooks Company, Inc., Crane Co., Electrolux Home Products, Inc., individually and as successor to Tappan and Copes Vulcan, Flowserve US, Inc., solely as successor to Rockwell Manufacturing Company, Edwards Valve, Inc., Nordstrom Valves, Inc., Edward Vogt Valve Company, and Vogt Valve Company, FMC Corporation, individually and as successor to Chicago Pump Company, Northern Pump Company, and Peerless Pump Company, Fort Kent Holdings, Inc. f/k/a Dunham Bush, ITT, LLC, Riley Stoker Corporation, Spirax Sarco Inc., individually and as successor to Sarco Company, Zurn Industries, LLC, individually and as successor-in-interest to Zurn Industries, Inc., and John/Jane Does 1-10, based on these defendants' continuous, systematic, and purposeful contacts with the Commonwealth of Pennsylvania in their design, manufacture, sale, distribution, installment, inspection, and conduct with respect to these defendants' asbestos-containing products, including specific contacts related to Frankford High School.

59. Venue is proper in Philadelphia County because each Defendant, at all relevant times as alleged throughout this Complaint, regularly conducted and regularly conducted business in Philadelphia County pursuant to Pennsylvania Rule of Civil Procedure 2179.

60. The amount in controversy exceeds the local rules for amounts in controversy requiring arbitration.

OPERATIVE FACTS

61. The preceding paragraphs are incorporated by reference as if fully set forth herein.

A. Asbestos

62. Asbestos is a naturally occurring fibrous mineral that crystallizes to form fibers and is used in a wide range of construction materials for its fire-resistant and insulating properties.

63. When asbestos products deteriorate or are disturbed, asbestos fibers can be released into the air, and inhalation of these fibers can lead to serious health issues.

64. Asbestos products are commonly used in schools as building materials, including floor and ceiling tile, cement asbestos pipe, corrugated paper pipe wrap, acoustical and decorative insulation, pipe and boiler insulation, and spray-applied fireproofing.

65. The use of asbestos products is not the only means and method for construction and fireproofing.

66. In fact, asbestos has been banned in 55 countries worldwide, but not in China, Russia, India, Canada—or the United States.

67. The International Agency for Research on Cancer (“IARC”) is an agency that studies the risk of cancer associated with various chemicals.

68. IARC employs a stratified system to rank the risk of cancer associated with a given chemical. This system breaks the risk groups into different tiers:

Group 1 (carcinogenic to humans);

Group 2A (probably carcinogenic to humans);

Group 2B (possibly carcinogenic to humans);

Group 3 (not classifiable as to its carcinogenicity to humans);

Group 4 (probably not carcinogenic to humans).

69. Since as early as 1977, IARC has considered asbestos to be in the highest carcinogenic risk category: Group 1 (carcinogenic to humans).

70. In the late 1970s, the U.S. Consumer Product Safety Commission (“CPSC”) banned the use of asbestos in wallboard patching compounds and gas fireplaces because the asbestos fibers in these products could be released into the environment during use.

71. In 1989, the EPA banned all new uses of asbestos; however, uses developed before 1989 were still allowed.

72. According to the EPA, asbestos is carcinogenic to humans by the inhalation route of exposure.

73. Human exposure to asbestos through inhalation significantly increases the risk of developing various forms of cancer, including lung cancer and mesothelioma, which most commonly affects the lining of the lungs and the chest wall.

74. Asbestos-related effects have been primarily reported after chronic exposures to asbestos in an occupational setting.

75. At all times relevant hereto, the Defendants knew or should have known that asbestos was classified by IARC as a Group 1 carcinogen (carcinogenic to humans).

76. At all times relevant hereto, the Defendants knew or should have known that the use of asbestos products were not the only means and method for construction and fireproofing.

77. At all times relevant hereto, the Defendants knew or should have known that there were means and methods for construction and fireproofing that were safer than the use of asbestos products.

78. At all times relevant hereto, the Defendants knew or should have known to inspect all school buildings, including Frankford High School, for friable and nonfriable asbestos; develop plans to manage asbestos in schools; and carry out the plans in a timely fashion.

79. At all times relevant hereto, the Defendants knew or should have known that a human's chronic exposure to asbestos in an occupational setting where the Defendants' failed to manage asbestos fibers being released into the air, the higher that human's risk of developing cancer was.

80. At all times relevant hereto, the Defendants knew or should have known that there is a plethora of scientific evidence, data, and literature confirming that occupational and environmental asbestos exposure through human inhalation directly causes multiple forms of cancer in such human beings.

81. At all times relevant hereto, the Defendants knew or should have known that there were means, and methods that could be utilized to minimize or lower the amounts of asbestos fibers being released into the air.

82. In addition to cancer, when inhaled, asbestos increases the risk of respiratory effects.

B. The Defendants' Hazardous Asbestos Products and the Contamination of Frankford High School With Asbestos

83. Since at least 1914, the defendants' asbestos products have been used in the construction of School District of Philadelphia Buildings, including Frankford High School—one of the oldest buildings in the School District of Philadelphia—located at 5000 Oxford Avenue, Philadelphia, PA 19124.

84. At all times relevant hereto, the defendants failed to implement adequate testing and failed to adequately respond to asbestos hazards, which resulted in remarkably dangerous amounts of asbestos fiber inhalation in schools throughout the School District of Philadelphia for nearly a century—fibers which plaintiff, Juan Namnun has inhaled for decades.

85. Only after facing close scrutiny by state lawmakers, community members, and the media did the School District of Philadelphia begin to address this “facilities crisis.”

86. Since 2016, there have been at least 2,468 asbestos abatement projects in the School District of Philadelphia—34 of which have been conducted at Frankford High School.

87. There were numerous asbestos abatement activities conducted at Frankford High School prior to 2016, some or all of which students and teachers were not made aware of.

88. On December 20, 2019, the School District of Philadelphia communicated that the Facilities Area Coordinator found two asbestos hazards at Frankford High School during a building-wide visual inspection.

89. On March 13, 2020, concurrent with COVID-19 school closures, Superintendent William R. Hite, Jr. Ed.D. communicated via letter that damaged asbestos was removed from Classroom 200 at Frankford High School the previous month and the fourth floor hallway earlier that week.

90. On April 7, 2023, during spring break recess, Principal Dr. Michael J. Calderone communicated via letter that recent inspections revealed incomplete or inaccurate records regarding plaster containing asbestos in two School District of Philadelphia buildings, Building 21 and Simon Gratz Mastery Charter.

91. Historic records from asbestos testing in the 1990s inaccurately labeled most of the plaster used in the School District of Philadelphia buildings, including Frankford High School, as “no asbestos detected.”

92. Contrary to those records, recent sampling at Building 21 detected asbestos, which prompted further sampling at Frankford High School.

93. Based on the similarity in historical data, further sampling was conducted at Frankford High School to determine whether its plaster contained asbestos.

94. New sampling showed that plaster walls and ceilings at Frankford High School, in fact, contain asbestos. These asbestos-containing walls have been a part of and in Frankford High School for numerous decades.

95. In lieu of repairs, Frankford High School closed on April 10, 2023, and conducted virtual instruction on April 11, 2023, and April 12, 2023.

96. After receiving updates from the School District of Philadelphia and environmental contractors, Frankford High School remained closed for the duration of the 2022-2023 school year.

97. In May 2023, the School District of Philadelphia announced that Frankford High School was expected to remain closed for the 2023-2024 school year due to the asbestos damage.

98. Because asbestos is odorless and cannot be seen, Plaintiff Juan Namnun has unknowingly been exposed to carcinogenic asbestos for years.

C. Defendants Have Affirmatively and Intentionally Concealed the True Severity of the Asbestos Contamination at Frankford High School For Decades

99. In January 2013, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., and Synertech Inc. conducted various asbestos testing and inspection of Frankford High School and authored a report cataloguing their findings.

100. In this report, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., and Synertech Inc., and School District of Philadelphia expressly acknowledged that asbestos had been detected in Frankford High School as far back as 1989.

101. Due to improper and inadequate testing techniques during this January 2013 inspection, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., and Synertech Inc. failed to detect all of the areas within Frankford High School that contained asbestos.

102. The report by defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., Syntertech Inc., and School District of Philadelphia, failed to disclose the fact that there were numerous areas within Frankford High School that were contaminated with asbestos.

103. Following this January 2013 inspection, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., Syntertech Inc., and School District of Philadelphia intentionally and affirmatively concealed and failed to disclose to parents, teachers, coaches, and students, including plaintiff, Juan Namnun, the fact that Frankford High School was heavily contaminated with asbestos, which posed a serious risk of bodily injury and death to all those inside the building.

104. In April 2016, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., Environmental Testing Consultants LLC, G&C Environmental Services, Inc., KEM Partners, Inc., Syntertech Inc., TTI Environmental Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., and School District of Philadelphia authored a report outlining asbestos inspection, testing, and assessment that they had recently performed at Frankford High School.

105. Due to improper and inadequate testing techniques during this inspection, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., Environmental Testing Consultants LLC, G&C Environmental Services, Inc., KEM Partners, Inc., Syntertech Inc., TTI Environmental Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., and School District of Philadelphia failed to detect all of the areas within Frankford High School that contained asbestos.

106. The April 2016 report by defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., Environmental Testing Consultants LLC, G&C Environmental Services, Inc., KEM Partners, Inc., Syntertech Inc., TTI Environmental Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., and School District of Philadelphia, failed to disclose the fact that there were numerous areas within Frankford High School that were contaminated with asbestos.

107. Following this April 2016 inspection, defendants, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., Environmental Testing Consultants LLC, G&C Environmental Services, Inc., KEM Partners, Inc., Syntertech Inc., TTI Environmental Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., and School District of Philadelphia intentionally and affirmatively concealed and failed to disclose to parents, teachers, coaches, and students, including plaintiff, Juan Namnun, the fact that Frankford High School was heavily contaminated with asbestos, which posed a serious risk of bodily injury and death to all those inside the building.

108. In March 2019, defendants, Acer Associates LLC, Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., React Environmental Professional Services Group, Inc., Syntertech Inc., USA Environmental

Management, Inc., The Vertex Companies, Inc., Westchester Environmental LLC, and School District of Philadelphia authored a report outlining asbestos inspection, testing, and assessment that they had recently performed at Frankford High School.

109. Due to improper and inadequate testing techniques during this inspection, defendants, Acer Associates LLC, Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., React Environmental Professional Services Group, Inc., Syntertech Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., Westchester Environmental LLC, and School District of Philadelphia failed to detect all of the areas within Frankford High School that contained asbestos.

110. The March 2019 report by defendants, Acer Associates LLC, Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., React Environmental Professional Services Group, Inc., Syntertech Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., Westchester Environmental LLC, and School District of Philadelphia, failed to disclose the fact that there were numerous areas within Frankford High School that were contaminated with asbestos.

111. Following this March 2019 inspection, defendants, Acer Associates LLC, Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., React Environmental Professional Services Group, Inc., Syntertech Inc., USA Environmental Management, Inc., The Vertex Companies, Inc., Westchester Environmental LLC, and School District of Philadelphia intentionally and affirmatively concealed and failed to disclose to parents, teachers, coaches, and students, including plaintiff, Juan Namnun, the fact that Frankford High School was heavily contaminated with asbestos, which posed a serious risk of bodily injury and death to all those inside the building.

112. For years, the School District of Philadelphia and the above-referenced defendants who have conducted and participated in the inspections, testing, and reporting about asbestos at Frankford High School have known that Frankford High School is heavily contaminated with asbestos and that this contamination poses and has posed a serious risk of bodily injury and death to all persons inside the school building.

113. Despite this actual knowledge, School District of Philadelphia and the above-referenced defendants who have conducted and participated in the inspections, testing, and reporting about asbestos at Frankford High School have consciously decided to conceal from students, teachers, parents, and all those individuals who come into Frankford High School the fact that Frankford High School is heavily contaminated with asbestos which poses a serious risk of bodily injury and death to all persons inside the school building.

114. Despite this actual knowledge, School District of Philadelphia and the above-referenced defendants who have conducted and participated in the inspections, testing, and reporting about asbestos at Frankford High School have consciously decided to not warn or notify students, teachers, parents, and all those individuals who come into Frankford High School the fact that Frankford High School is heavily contaminated with asbestos which poses a serious risk of bodily injury and death to all persons inside the school building.

115. The conscious decision by these defendants to continuously conceal and not warn students, teachers, parents, and all those individuals who come into Frankford High School the fact that Frankford High School is heavily contaminated with asbestos which poses a serious risk of bodily injury and death to all persons inside the school building was made and has been made in conscious disregard to the known risk of serious bodily injury and death posed to these persons by the asbestos contamination within Frankford High School.

D. Plaintiff Juan Namnun's Asbestos Exposure

116. On August 4, 2022, forty-six(46) year old plaintiff, Juan Namnun, was diagnosed with papillary carcinoma diagnosis (*i.e.* male breast cancer).

117. Mr. Namnun's male breast cancer was caused by his repeated, constant, and decades-long inhalation and/or consumption of asbestos fibers present within Frankford High School.

118. Mr. Namnun has breathed and/or swallowed asbestos fibers within Frankford High School as a result of the presence of various asbestos-containing materials manufactured, designed, and sold by the manufacturing defendants named herein.

119. For numerous decades, all while the defendants have negligently failed to manage and remove asbestos materials being released into the air at Frankford High School, Plaintiff, Juan Namnun been exposed to and inhaled excessive and dangerous amounts of asbestos dust and fibers at Frankford High School.

120. Specifically, plaintiff, Juan Namnun, attended Frankford High School as a student from 1992 through 1995. During this time frame, Frankford High School was heavily contaminated with asbestos-containing material, which Mr. Namnun continuously inhaled and was exposed to throughout his time as a student at Frankford High School. This contamination and inhalation of asbestos fibers that Mr. Namnun suffered as a student at Frankford High School caused and/or contributed to and/or increased the risk of harm and/or was a substantial contributing factor to Mr. Namnun's cancer.

121. In addition, Mr. Namnun has worked as a baseball coach and teacher at Frankford High School for multiple decades.

122. Defendants have failed to manage asbestos fibers being released into the air at Frankford High School for nearly a century.

123. At all times relevant hereto, Defendants failed to implement sufficient controls to abate or remove asbestos, and, consequently, thousands of students and staff, including Plaintiff, were exposed to a known human carcinogen that greatly increases their likelihood of developing cancer.

124. At all times relevant hereto, Defendants knew that their asbestos products were ultrahazardous.

125. As a direct and proximate result of Plaintiff Juan Namnun's repeated exposure to and inhalation of excessive amounts of asbestos fibers and dust at Frankford High school over a period of multiple decades, Plaintiff Juan Namnun was exposed to a risk of developing cancer that was significantly higher than the average Pennsylvanian's or average American's risk.

126. At all relevant times, Defendants, by and through their agents, officers, servants, and/or employees, knew the risk that asbestos is a Group 1 carcinogen, causes cancer when inhaled, is mutagenic, increases the risk of cancer to those who inhale asbestos, and is toxic.

127. Despite knowing the risk that asbestos is a Group 1 carcinogen, causes cancer when inhaled, is mutagenic, increases the risk of cancer of those who inhale asbestos, and is toxic, Defendants acted in conscious disregard and with indifference to the safety and wellbeing of individuals inside and/or around School District of Philadelphia schools by consciously deciding not to remove asbestos products or abate asbestos hazard and concealing these facts from the public and those inhaling asbestos.

128. Defendants acted in conscious disregard and with indifference to the safety and wellbeing of individuals inside and/or around School District of Philadelphia schools also for all

the reasons and by all the acts and omissions specifically outlined and averred throughout the entirety of this complaint, including those acts and omissions specifically outlined and averred in all Courts of this complaint that form the basis for Plaintiff's claims.

129. As a direct and proximate result and cause of the defendants' negligent, reckless, and wrongful conduct, plaintiff, Juan Namnun, has suffered the following injuries and damages:

- a) Papillary carcinoma;
- b) Double mastectomy;
- c) Reconstructive surgery of the chest/breast area;
- d) Scar tissue surgeries;
- e) Chemotherapy;
- f) Past and future physical and psychological pain and suffering;
- g) Past and future lost earnings;
- h) Past and future lost earning capacity;
- i) Past and future medical expenses;
- j) Embarrassment;
- k) Humiliation;
- l) Disfigurement;
- m) Scarring;
- n) Loss of life's pleasures;
- o) Loss of consortium;
- p) Fear;
- q) Anxiety; and
- r) All damages allowable under Pennsylvania law.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT I – NEGLIGENCE

PLAINTIFFS V. ARMSTRONG INTERNATIONAL, INC.; AURORA PUMP COMPANY; CLEAVER BROOKS COMPANY, INC.; CRANE CO.; ELECTROLUX HOME PRODUCTS, INC., INDIVIDUALLY AND AS SUCCESSOR TO TAPPAN AND COPEES VULCAN; FLOWSERVE US, INC., SOLELY AS SUCCESSOR TO ROCKWELL MANUFACTURING COMPANY, EDWARDS VALVE, INC., NORDSTROM VALVES, INC., EDWARD VOGT VALVE COMPANY, AND VOGT VALVE COMPANY; FMC CORPORATION, INDIVIDUALLY AND AS SUCCESSOR TO CHICAGO PUMP COMPANY, NORTHERN PUMP COMPANY, AND PEERLESS PUMP COMPANY, FORT KENT HOLDINGS, INC. F/K/A DUNHAM-BUSH; ITT, LLC; RILEY STOKER CORPORATION; SPIRAX SARCO INC., INDIVIDUALLY AND AS SUCCESSOR TO SARCO COMPANY; ZURN INDUSTRIES, LLC, INDIVIDUALLY AND AS SUCCESSOR-IN-INTEREST TO ZURN INDUSTRIES, INC.; AND JOHN/JANE DOES NOS. 1-10

130. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

131. At all times material hereto, the asbestos products mined, manufactured, produced, processed, compounded, converted, sold, merchandised, supplied, distributed and/or otherwise placed in the stream of commerce by defendants, Armstrong International Inc., Aurora Pump Company, Cleaver Brooks Company, Inc., Crane Co., Electrolux Home Products, Inc., individually and as successor to Tappan and Copes Vulcan, Flowserve US, Inc., solely as successor to Rockwell Manufacturing Company, Edwards Valve, Inc., Nordstrom Valves, Inc., Edward Vogt Valve Company, and Vogt Valve Company, FMC Corporation, individually and as successor to Chicago Pump Company, Northern Pump Company, and Peerless Pump Company, Fort Kent Holdings, Inc. f/k/a Dunham Bush, ITT, LLC, Riley Stoker Corporation, Spirax Sarco Inc., individually and as successor to Sarco Company, Zurn Industries, LLC, individually and as successor-in-interest to Zurn Industries, Inc., and John/Jane Does 1-10 [hereinafter referred to

collectively as the “Asbestos Company Defendants”], which the plaintiff, Juan Namnun, continually inhaled, was exposed to, and caused to come in contact with at Frankford High School were under the exclusive control of the Asbestos Company Defendants. Accordingly, this action necessarily involves and implicates the doctrines of exclusive control and *res ipsa loquitur*.

132. At all times material hereto, the Asbestos Company Defendants knew or should and/or could have known that their asbestos products, as set forth above in their ordinary and foreseeable use would be used in connection with installation of insulation in new construction, would be used for installation of insulation in reconstruction and repair, and would be used in the manufacture of asbestos products or would be used in a variety of work settings, would be ripped out and/or removed during reconstruction and repair (and that such ripping would initially cause large quantities of asbestos dust and fibers to be released into the atmosphere of the work area for extended periods of time, to be later followed by the additional dust and fibers to be released into the atmosphere of the same work area upon the application of new asbestos products) and that asbestos dust released by those products during their intended and foreseeable use would be inhaled and consumed by individuals within the buildings where such asbestos materials were located, including Frankford High School, all of which defendants knew or should have known created hazardous and unsafe areas and substantial risks to the health of plaintiff and others similarly situated.

133. At all times material hereto, plaintiff, Juan Namnun, and other persons similarly situated in the general community and at Frankford High School, did not know of the nature and extent of the danger to their lungs, respiratory system, chest, lymphatic system, breasts, heart, other bodily parts including bone and tissue, and their general health that would result from their contact with and exposure to the Asbestos Company Defendants’ asbestos products and to the inhalation

of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products.

134. At all times material hereto, each of the Asbestos Company Defendants knew, should have known, or could have reasonably determined that the plaintiff, and other persons similarly situated, would be in contact with and be exposed to the defendants' asbestos products and to the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products.

135. Despite such facts, the Asbestos Company Defendants, individually, jointly and severally, as part of the conspiracy as alleged herein and/or as a result of tacit agreement or cooperation and/or as a result of industry-wide standards or practice, committed the following acts and/or omissions, each of which was negligent:

(a) mined, manufactured, produced, processed, compounded, converted, sold, supplied, merchandised, distributed, and/or otherwise placed in the stream of commerce, asbestos products which the Asbestos Company Defendants knew, or in the exercise of ordinary care should and/or could have known, were inherently defective, dangerous, deleterious, ultrahazardous, poisonous and otherwise highly harmful to plaintiffs, and to other persons similarly situated;

(b) affirmatively misrepresented to plaintiff and other members of the public in advertising, labels and otherwise that their asbestos products were safe in their ordinary and foreseeable use, which material misrepresentation induced plaintiffs to expose themselves to hazards;

(c) failed to take any reasonable precautions or to exercise reasonable care to adequately or sufficiently warn plaintiff, and other persons similarly situated, of the risks, dangers and harm to which they were exposed by continuous work with, contact with, use, handling, and exposure

to the Asbestos Company Defendants' asbestos products and the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products;

(d) failed and omitted to provide the plaintiff, and other persons similarly situated, with the knowledge of reasonably safe and sufficient safeguards, wearing apparel and proper safety equipment and appliances necessary to protect them from being injured, poisoned, disabled, killed, or otherwise harmed, by working with, using, handling, coming into contact with, and being exposed to the Asbestos Company Defendants' asbestos products and the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products;

(e) failed and omitted to place warnings, or adequate and sufficient warnings, on the containers of the said asbestos products regarding the risks, dangers, and harm therefrom and the precautions necessary to make said use by plaintiff and other persons similarly situated in the general community;

(f) failed to package the said asbestos products so that, in the ordinary and foreseeable use and handling thereof, the plaintiff, and other persons similarly situated, would not come in contact with and be exposed to the inhalation of asbestos dust and fibers from said asbestos products;

(g) failed to take reasonable, sufficient and proper precautions reasonably calculated to reach such persons as the plaintiff, and other persons similarly situated in the general community, to warn them of the inherently dangerous, deleterious, ultrahazardous, poisonous, and otherwise highly harmful effects of the inhalation of the asbestos dust and fibers from the ordinary and foreseeable use of said asbestos products;

(h) failed to take any reasonable, sufficient and proper precautions or to exercise reasonable care to protect the plaintiff, and other persons similarly situated, from harm and danger resulting from working with, using, handling, coming into contact with and being exposed to the Asbestos

Company Defendants' asbestos products and the inhalation of the asbestos dust and fibers from the ordinary and foreseeable use of said asbestos products;

(i) failed to adopt and enforce a safe, sufficient and proper plan and method of working with, using, handling, and coming into contact with and being exposed to the Asbestos Company Defendants' asbestos products so that plaintiff, and other persons similarly situated, would not inhale the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products;

(j) failed to adequately test their respective asbestos products before offering them for sale and use so that plaintiff, and other persons similarly situated, would not inhale the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products;

(k) failed to render such asbestos products safe or to provide proper and sufficient safeguards for the use and handling thereof so that plaintiff, and other persons similarly situated, would not inhale the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products;

(l) failed to remove and recall said asbestos products from the stream of commerce and marketplace upon ascertaining that said asbestos products would cause asbestosis, scarred lungs, respiratory disorders, cardiovascular disorders, mesothelioma, lung cancer, other cancers and other injuries, some or all of which are permanent and may be fatal;

(m) failed to advise the plaintiff, and others similarly situated in the general community, whom the Asbestos Company Defendants knew and/or should have and/or could have known had been exposed to long-term inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products, to cease all future exposure to the inhalation of all types of other fumes, smoke, dust and fibers, to keep dust and fibers on work clothes and tools

away from the home environment, to be examined by a lung specialist to determine the nature and extent of any and all diseases caused by such exposure and inhalation and to receive treatment for such diseases;

(n) the Asbestos Company Defendants did or could have joined together in trade associations or industrial hygiene associations wherein information relative to the hazards of asbestos inhalation was available, but the Asbestos Company Defendants by their actions, withheld such information from the plaintiff, failed to assimilate such information for distribution to the plaintiff, distorted such information by watering it down so that sales would not be interfered with, and actively engaged in disseminating counter information;

(o) failed to manufacture or design their products so that said asbestos could or would not be released into the ambient air during their use;

(p) failed to advise plaintiff and others similarly situated who the Asbestos Company Defendants knew and/or should have known had been exposed to long-term inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products, of the progressive nature of the disease process to which all defendants were causing them to be subjected;

(q) failed to advise plaintiff and others similarly situated who the Asbestos Company Defendants knew and/or should have and/or could have known had been exposed to long-term inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products, to cease all future exposure to the inhalation of all types of other fumes, smoke, dust and fibers and to be examined by a lung specialist to determine the nature and extent of any and all diseases caused by such exposure and inhalation and to receive treatment for such diseases;

(r) created an unreasonably dangerous condition at Frankford High School; and

(s) were otherwise careless and negligent under the law.

136. All of the Asbestos Company Defendants' culpable acts and omissions, as averred hereinabove, were committed knowingly, recklessly, and in wanton and outrageous disregard of the environment and plaintiffs' health and safety, warranting the imposition of exemplary damages upon defendants.

137. As a direct and proximate result of the Asbestos Company Defendants' negligence as aforesaid, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT II – STRICT LIABILITY

PLAINTIFFS V. ARMSTRONG INTERNATIONAL, INC.; AURORA PUMP COMPANY; CLEAVER BROOKS COMPANY, INC.; CRANE CO.; ELECTROLUX HOME PRODUCTS, INC., INDIVIDUALLY AND AS SUCCESSOR TO TAPPAN AND COPEL VULCAN; FLOWSERVE US, INC., SOLELY AS SUCCESSOR TO ROCKWELL MANUFACTURING COMPANY, EDWARDS VALVE, INC., NORDSTROM VALVES, INC., EDWARD VOGT VALVE COMPANY, AND VOGT VALVE COMPANY; FMC CORPORATION, INDIVIDUALLY AND AS SUCCESSOR TO CHICAGO PUMP COMPANY, NORTHERN PUMP COMPANY, AND PEERLESS PUMP COMPANY, FORT KENT HOLDINGS, INC. F/K/A DUNHAM-BUSH; ITT, LLC; RILEY STOKER CORPORATION; SPIRAX SARCO INC., INDIVIDUALLY AND AS SUCCESSOR TO SARCO COMPANY; ZURN INDUSTRIES, LLC, INDIVIDUALLY AND AS SUCCESSOR-IN-INTEREST TO ZURN INDUSTRIES, INC.; AND JOHN/JANE DOES NOS. 1-10

138. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

139. The Asbestos Company Defendants, acting individually, jointly and severally, as part of the conspiracy as alleged herein and/or as a result of tacit agreement or cooperation and/or as a result of industry-wide standards or practice knew, or in the exercise of reasonable care should and/or could have known, that their asbestos products would be sold to the public, including to

schools like Frankford High School and others similarly situated, and would be inhaled and/or consumed by plaintiff, and other persons similarly employed in the general community, and would be relied upon by such persons to be fit for the use and to accomplish the purpose for which they were mined, manufactured, produced, processed, sold, supplied, distributed and/or otherwise placed in the stream of commerce.

140. The Asbestos Company Defendants, because of their position as miners, manufacturers, producers, processors, sellers, suppliers and distributors, are strictly liable to the plaintiffs for the following reasons:

(a) Asbestos Company Defendants, as manufacturers-sellers, are engaged in the business, inter alia, of selling asbestos products;

(b) At the time of the manufacture and sale of the said asbestos products by Asbestos Company Defendants to the City of Philadelphia and/or School District of Philadelphia, Asbestos Company Defendants knew, or had reason to know, that the said asbestos products would be inhaled and/or consumed by plaintiff, and other persons similarly situated, as the ultimate users or consumers;

(c) The said asbestos products were sold by Asbestos Company Defendants in a defective condition, unreasonably dangerous to the plaintiff, and others similarly situated, as users or concerns, and that all throughout the many years of the plaintiff's and others' similarly situated exposure to the use of the said products, the said asbestos products were expected to and did reach the users or consumers without substantial change in the condition in which they were sold;

(d) The said asbestos products were defective in that they were incapable of being made safe for their ordinary and intended use and purpose, and those uses believed safe by the general

community, and Asbestos Company Defendants failed to give adequate or sufficient warnings or instructions about the risks, dangers, and harm inherent in said asbestos products;

(e) The Asbestos Company Defendants affirmatively misrepresented to plaintiff and other members of the public in advertising, labels and otherwise that their asbestos products were safe in their ordinary and foreseeable use, which material misrepresentation induced plaintiff and others to expose themselves to hazards;

(f) The ordinary and foreseeable use of the Asbestos Company Defendants' asbestos products is an intrinsically dangerous and ultrahazardous activity;

(g) The said asbestos products were defective because they contained asbestos; and

(h) The said asbestos products were defective because they were defectively packaged.

141. The Asbestos Company Defendants' asbestos products failed to meet the expectations of the ordinary consumer because they were unsafe, carcinogenic, and posed a substantial risk of bodily injury or death to those who became exposed to the asbestos products.

142. At all times, the dangers posed by the Asbestos Company Defendants' asbestos products were unknowable and unacceptable to the average or ordinary consumer.

143. At all times, a reasonable person would conclude that the probability and seriousness of harm posed by the Asbestos Company Defendants' asbestos products outweigh the burden or costs of taking precautions.

144. At all times, the Asbestos Company Defendants' asbestos products were unreasonably dangerous because they were unsafe, carcinogenic, and posed a substantial risk of bodily injury or death to those who became exposed to the asbestos products.

145. As a direct and proximate result of the Asbestos Company Defendants strict liability as aforesaid, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT III – CIVIL CONSPIRACY
PLAINTIFFS V. ALL DEFENDANTS

146. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

147. Defendants, individually, jointly, and in conspiracy with each other and with other entities, the identifies of which are presently unknown to plaintiffs, and as an industrial group and through trade associations including, but not limited to the Air Hygiene Foundation, the Industrial Hygiene Foundation of America, the Industrial Health Foundation, the Asbestos Textile Institute, the Asbestos Information Association, the National Insulation Manufacturers Association, the Thermal Insulation Manufacturers Association, the Quebec Asbestos Mining Association and the Saranac Laboratory since at least the 1930s, and continuing to the present, have been possessed of medical and scientific data which clearly indicated that the inhalation of asbestos dust and fibers resulting from the ordinary and foreseeable use of their asbestos products was unreasonably dangerous, ultrahazardous, deleterious, carcinogenic, and potentially deadly.

148. Despite the medical and scientific data possessed by and available to them, the defendants, acting willfully, maliciously, callously, deliberately, and with wanton disregard for the rights, safety, and position of plaintiffs, and other persons similarly situated, individually, jointly, and in conspiracy with each other and with other entities, the identifies of which are presently

unknown to plaintiffs, which conduct and conspiracy continues to the present, fraudulently and deliberately:

(a) manufactured, sold, distributed, and caused to be used inherently dangerous asbestos products which, through their ordinary and foreseeable use, and unbeknownst to the plaintiffs, and other persons similarly situated, would result in the serious and severe injuries which plaintiffs have suffered;

(b) exposed and continued to expose plaintiffs, and other persons similarly situated, to the risks and dangers of asbestos, mesothelioma, scarred lungs, cancer and other illnesses all of which risks and dangers defendants and their predecessors knew, should have known or could have known;

(c) participated and continue to participate in the fraudulent scheme described above to keep the plaintiffs, and other persons similarly situated in the general community, in ignorance of their rights by fraudulently misrepresenting and concealing the nature and extent of the harm which they suffered as a result of being exposed to the Asbestos Company Defendants' asbestos products and by fraudulently misrepresenting and concealing that this harm was the direct and proximate result of the exposure to the Asbestos Company Defendants' asbestos products and the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products and, in fact, said fraudulent scheme did keep the plaintiffs, and others similarly situated, in ignorance of their rights;

(d) intended by the fraudulent misrepresentations and willful omissions set forth above and below to induce the plaintiffs, and others similarly situated in the general community, to rely upon said fraudulent misrepresentations and willful omissions, and to continue to expose themselves to the risks and dangers that the defendants knew to be inherent in the use of and exposure to Asbestos

Company Defendants' asbestos products and the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products, without warning the plaintiffs, and others similarly situated, of these risks and dangers, thereby depriving them of the opportunity of free choice as to whether to continue to use said asbestos products and to expose themselves to these dangers and risks;

(e) manufactured, sold, distributed, and maintained the appearance in Frankford High School of asbestos products in such a manner as to camouflage and make indistinguishable, and to conceal the identity, source, and manufacturer and/or distributor of said products for the purpose of misleading and keeping ignorant the users and consumers of same, thereby preventing injured plaintiffs from identifying and suing the proper defendant or defendants;

(f) caused to be released, published and disseminated data and/or reports concerning the dangers and/or safety of their asbestos products, which data and reports they knew, should have known, or could have reasonably determined to be incorrect, incomplete, outdated and misleading;

(g) failed and refused to provide the public, or persons such as plaintiff, Juan Namnun, who would foreseeably be exposed to Asbestos Company Defendants' asbestos products and to the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products, with any warning as to the risks, dangers, and harm that the defendants knew, or should have known, or could have known to be inherent in the use of and exposure to said asbestos products and to the inhalation of asbestos dust and fibers in the ordinary and foreseeable use of said products fearing that adequate and proper warnings would adversely affect sales;

(h) deliberately chose to provide patently inadequate and ambiguous warnings and intentionally failed to warn of the known risks and dangers of Asbestos Company Defendants' asbestos products and the inhalation of asbestos dust and fibers resulting from the ordinary and

foreseeable use of said products fearing that adequate and proper warnings would adversely affect sales;

(i) refused and failed to meaningfully test Asbestos Company Defendants' asbestos products regarding the risks and dangers to persons who use or were exposed to their asbestos products and the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products;

(j) when the aforesaid asbestos products were tested, they willfully concealed and or refused to publish adverse test results, or distorted said adverse test results so that the public and persons such as plaintiff were misled into believing that the test results were not adverse and that their asbestos products were safe for their ordinary and foreseeable use;

(k) ignored medical and scientific data which demonstrated a causal connection between asbestos exposure and asbestosis, cancer, and mesothelioma, or other diseases, or which discussed the risk of those diseases from asbestos exposure;

(l) attempted to discredit scientists, doctors, writers, reporters and medical literature who or which indicated, demonstrated, or established a causal connection between asbestos and asbestos related diseases and/or the contamination of Frankford High School with asbestos;

(m) sought to create favorable publicity about the safe nature of Asbestos Company Defendants' asbestos products and the contamination of Frankford High School with asbestos for pecuniary motives when they knew of the risks and danger inherent in their asbestos products;

(n) failed to seek safe substitute products for Asbestos Company Defendants' asbestos products because pecuniary motives of profit were followed at the expense of human lives;

(o) ignored, withheld and/or actively concealed the existence of tests, data, studies, literature and medical reports regarding the causal connection between asbestos exposure and

cancer, mesothelioma, asbestosis, respiratory diseases, scarred lungs and other illnesses and diseases;

(p) chose to rely upon and cause to be disseminated reports, tests, medical and scientific data that they knew, should have known, or could have known to be inaccurate, insufficient, incomplete, outdated and misleading medical or scientific research or data regarding the causal connection between asbestos products and disease in order to avoid any possible adverse publicity that would affect the sale of asbestos products;

(q) refused to conduct, contribute to and/or authorize testing and research involving the causal relationship of illness and disease to exposure to and the use of Asbestos Company Defendants' asbestos products and the inhalation of the asbestos dust and fibers resulting from the ordinary and foreseeable use of said asbestos products fearing adverse test results and the publicity thereof would affect the highly profitable market of asbestos products sales or, in the case of School District of Philadelphia and City of Philadelphia would result in the condemnation of Frankford High School and need to build an entirely new building, which pecuniary motives of profit were followed at the expense of human lives; and

(r) are presently relying upon invalid data in order to defend suits such as those brought by clients of the undersigned.

149. Plaintiffs reasonably and in good faith relied upon the fraudulent misrepresentations, concealments, and willful omissions made by the defendants, individually, jointly, and in conspiracy with each other and with other entities, the identities of which are presently unknown to plaintiffs, regarding the safe nature of their asbestos products, which reliance resulted in illnesses and injuries to plaintiffs.

150. At all times, the defendants who were engaged in this civil conspiracy were acting with a common purpose to do an unlawful act or to do a lawful act by unlawful means or for an unlawful purpose.

151. At all times, the aforementioned conduct of the defendants, in furtherance of their conspiracy, each constituted overt acts done in pursuance of the common purpose of the defendants' conspiracy.

152. As a direct and proximate result of the defendants' aforementioned conspiracy, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT IV – BREACH OF WARRANTY

PLAINTIFFS V. ARMSTRONG INTERNATIONAL, INC.; AURORA PUMP COMPANY; CLEAVER BROOKS COMPANY, INC.; CRANE CO.; ELECTROLUX HOME PRODUCTS, INC., INDIVIDUALLY AND AS SUCCESSOR TO TAPPAN AND COPEL VULCAN; FLOWSERVE US, INC., SOLELY AS SUCCESSOR TO ROCKWELL MANUFACTURING COMPANY, EDWARDS VALVE, INC., NORDSTROM VALVES, INC., EDWARD VOGT VALVE COMPANY, AND VOGT VALVE COMPANY; FMC CORPORATION, INDIVIDUALLY AND AS SUCCESSOR TO CHICAGO PUMP COMPANY, NORTHERN PUMP COMPANY, AND PEERLESS PUMP COMPANY, FORT KENT HOLDINGS, INC. F/K/A DUNHAM-BUSH; ITT, LLC; RILEY STOKER CORPORATION; SPIRAX SARCO INC., INDIVIDUALLY AND AS SUCCESSOR TO SARCO COMPANY; ZURN INDUSTRIES, LLC, INDIVIDUALLY AND AS SUCCESSOR-IN-INTEREST TO ZURN INDUSTRIES, INC.; AND JOHN/JANE DOES NOS. 1-10

153. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

154. Asbestos Company Defendants, acting individually, jointly and severally, as part of the conspiracy as alleged hereinabove and/or as a result of tacit agreement or cooperation and/or as a result of industry-wide standards or practices, impliedly warranted that the asbestos

products which they mined, manufactured, produced, compounded, converted, processed, sold, supplied, merchandised, distributed, and/or otherwise placed in the stream of commerce were reasonably fit for use and safe for their intended purpose.

155. Asbestos Company Defendants, acting individually, jointly and severally, as part of the conspiracy as alleged hereinabove and/or as a result of tacit agreement or cooperation and/or as a result of industry-wide standards or practice, breached said warranties to plaintiffs in that their said asbestos products were inherently defective, ultrahazardous, dangerous, unfit for use, not properly merchantable, and not safe for, nor reasonably fit for, their intended ordinary and foreseeable use and purpose.

156. As a direct and proximate result of the defendants' aforementioned breach of warranty, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT V – FRAUD

PLAINTIFFS V. ARMSTRONG INTERNATIONAL, INC.; AURORA PUMP COMPANY; CLEAVER BROOKS COMPANY, INC.; CRANE CO.; ELECTROLUX HOME PRODUCTS, INC., INDIVIDUALLY AND AS SUCCESSOR TO TAPPAN AND COPEES VULCAN; FLOWSERVE US, INC., SOLELY AS SUCCESSOR TO ROCKWELL MANUFACTURING COMPANY, EDWARDS VALVE, INC., NORDSTROM VALVES, INC., EDWARD VOGT VALVE COMPANY, AND VOGT VALVE COMPANY; FMC CORPORATION, INDIVIDUALLY AND AS SUCCESSOR TO CHICAGO PUMP COMPANY, NORTHERN PUMP COMPANY, AND PEERLESS PUMP COMPANY, FORT KENT HOLDINGS, INC. F/K/A DUNHAM-BUSH; ITT, LLC; RILEY STOKER CORPORATION; SPIRAX SARCO INC., INDIVIDUALLY AND AS SUCCESSOR TO SARCO COMPANY; ZURN INDUSTRIES, LLC, INDIVIDUALLY AND AS SUCCESSOR-IN-INTEREST TO ZURN INDUSTRIES, INC.; AND JOHN/JANE DOES NOS. 1-10

157. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

158. At all times material hereto, Asbestos Company Defendants falsely represented to the general public, including plaintiff, that their asbestos-containing products were safe and not capable of causing cancer.

159. At all times material hereto, Asbestos Company Defendants fraudulently omitted and failed to notify the general public, including plaintiff, that their asbestos-containing products, including such products in Frankford High School, were highly toxic, carcinogenic, and posed a substantial risk of bodily injury and death to any persons exposed to such products, including plaintiff.

160. These representations made by the Asbestos Company Defendants were and are, in fact, false. When the Asbestos Company Defendants made these representations, Asbestos Company Defendants knew and/or had reason to know that these representations were false and the Asbestos Company Defendants willfully, wantonly, and recklessly disregarded the inaccuracies in their representations and the dangers and health risks to those persons who would be exposed to their asbestos products, including plaintiff, Juan Namnun.

161. These representations by Asbestos Company Defendants were by with the intent of defrauding and deceiving plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, and the public, such that these persons had no knowledge that they were continuing to be exposed to and inhale asbestos fibers and asbestos products which were harmful, toxic, and carcinogenic.

162. In representations to plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, City of Philadelphia, School District of Philadelphia, and the public, Asbestos Company Defendants fraudulently concealed and intentionally withheld the following material information:

(a) Asbestos causes cancer;

(b) Asbestos can cause multiple forms of cancer, including breast cancer and papillary carcinoma;

(c) Numerous parts and materials within Frankford High School contain asbestos;

(d) Asbestos is deadly; and

(e) Asbestos is toxic.

163. At all relevant times, Asbestos Company Defendants were obligated to disclose to plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, City of Philadelphia, School District of Philadelphia, and the public, the dangerous, hazardous, and carcinogenic nature of Asbestos County Defendants' asbestos products, including those products located within Frankford High School.

164. The Asbestos Company Defendants' concealment and omissions of material facts concerning the dangerousness, hazardous nature, carcinogenic nature, and extensiveness of asbestos contamination at Frankford High School, were done and made purposefully, willfully, wantonly, and/or recklessly to mislead plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, City of Philadelphia, School District of Philadelphia, and the public, into justifiably relying on these misrepresentations, concealment, and omissions, and thereby believing they were not at risk of any harmful health effects from being inside Frankford High School, including increased risk to various forms of cancer.

165. At the time these representations were made by Asbestos Company Defendants, and at the times plaintiff, Juan Namnun, was inhaling and exposed to asbestos within Frankford

High School, plaintiff was unaware of the falsehood of these representations, and reasonably believed them to be true.

166. At the time these representations were made by Asbestos Company Defendants, Asbestos Company Defendants knew these representations were false and/or displayed a recklessness as to whether or not these representations were false.

167. In justifiable reliance on these representations made by Asbestos Company Defendants, plaintiff, Juan Namnun, was induced to, and did in fact, remain at Frankford High School breathing in asbestos materials, fibers, and products that caused plaintiff Juan Namnun's cancer and all the injuries and damages set forth throughout this Complaint.

168. Plaintiff, Juan Namnun, at all times had no reason to know or reason to uncover the truth behind Asbestos Company Defendants' material omissions of fact surrounding the dangerousness, toxicity, and carcinogenicity, of their asbestos products, including those asbestos products located in Frankford High School.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT VI – FRAUD
PLAINTIFFS V. CITY OF PHILADELPHIA AND SCHOOL DISTRICT OF PHILADELPHIA

169. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

170. At all times material hereto, School District of Philadelphia and City of Philadelphia, falsely represented to the general public, their student base, and their teacher base,

including plaintiff, that Frankford High School has been safe and free of any cancer-causing agents such as asbestos.

171. At all times material hereto, School District of Philadelphia and City of Philadelphia, falsely represented to the general public, their student base, and their teacher base, including plaintiff, that the asbestos contamination of Frankford High School does not pose a risk of bodily harm or death to those inside Frankford High School.

172. At all times material hereto, School District of Philadelphia and City of Philadelphia, falsely represented to the general public, their student base, and their teacher base, including plaintiff, that the asbestos contamination of Frankford High School does not pose a risk of cancer to those inside Frankford High School.

173. At all times material hereto, School District of Philadelphia and City of Philadelphia, fraudulently omitted and failed to notify the general public, their student base, and their teacher base, including plaintiff, that Frankford High School is, was, and has been heavily contaminated with asbestos.

174. At all times material hereto, School District of Philadelphia and City of Philadelphia, fraudulently omitted and failed to notify the general public, their student base, and their teacher base, including plaintiff, that Frankford High School's asbestos contamination poses a serious risk of bodily injury and death to all those persons inside Frankford High School, due to the toxic, carcinogenic, and harmful nature of the asbestos-containing materials at Frankford High School.

175. At all times material hereto, School District of Philadelphia and City of Philadelphia, have falsely misrepresented to the general public, their student base, and their teacher base, including plaintiff, the true and complete nature and severity of the asbestos contamination

at Frankford High School. To this day, School District of Philadelphia and City of Philadelphia continue to downplay the true and complete nature and severity of the asbestos contamination at Frankford High School to the general public, their student base, and their teacher base, including plaintiff, Juan Namnun.

176. These representations made by School District of Philadelphia and City of Philadelphia were and are, in fact, false. When the School District of Philadelphia and City of Philadelphia made these representations, School District of Philadelphia and City of Philadelphia knew and/or had reason to know that these representations were false and the School District of Philadelphia and City of Philadelphia willfully, wantonly, and recklessly disregarded the inaccuracies in their representations and the dangers and health risks to those persons who would be exposed to asbestos products, including plaintiff, Juan Namnun.

177. These representations by School District of Philadelphia and City of Philadelphia were by with the intent of defrauding and deceiving plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, the students and teachers of Frankford High School, and the public, such that these persons had no knowledge that they were continuing to be exposed to and inhale asbestos fibers and asbestos products which were harmful, toxic, and carcinogenic.

178. In representations to plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, School District of Philadelphia and City of Philadelphia fraudulently concealed and intentionally withheld the following material information:

- (a) Asbestos causes cancer;
- (b) Frankford High School is heavily contaminated by asbestos;

(c) Frankford High School's asbestos contamination poses a serious risk of bodily injury and death to all persons inside Frankford High School, including Juan Namnun;

(d) Frankford High School's asbestos contamination is severe, widespread, and encompasses all areas of the school;

(e) Frankford High School's asbestos contamination increased the risk of cancer for any person spending time inside Frankford High School, including plaintiff Juan Namnun;

(f) Numerous areas of the floors, walls, and parts of the building that make up Frankford High School are contaminated by asbestos even though there is no such warning on any of these floors, walls, and parts of the building where the asbestos contamination exists;

(g) Prior abatement and/or remediation activities at Frankford High School disrupted the existing asbestos-containing materials within Frankford High School creating an additional and further risk of serious bodily injury and death, including cancer, for those persons within Frankford High School, including plaintiff Juan Namnun;

(h) Asbestos can cause multiple forms of cancer, including breast cancer and papillary carcinoma;

(i) Numerous parts and materials within Frankford High School contain asbestos;

(j) Asbestos is deadly; and

(k) Asbestos is toxic.

179. At all relevant times, School District of Philadelphia and City of Philadelphia were obligated to disclose to plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, the student body, the teacher base, and the public, the dangerous, hazardous, and carcinogenic nature of Asbestos County Defendants' asbestos products, including those products located within Frankford High School.

180. The School District of Philadelphia and City of Philadelphia's concealment and omissions of material facts concerning the dangerousness, hazardous nature, carcinogenic nature, and extensiveness of asbestos contamination at Frankford High School, were done and made purposefully, willfully, wantonly, and/or recklessly to mislead plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, the student body, the teacher base, and the public, into justifiably relying on these misrepresentations, concealment, and omissions, and thereby believing they were not at risk of any harmful health effects from being inside Frankford High School, including increased risk to various forms of cancer.

181. At the time these representations were made by School District of Philadelphia and City of Philadelphia, and at the times plaintiff, Juan Namnun, was inhaling and exposed to asbestos within Frankford High School, plaintiff was unaware of the falsehood of these representations, and reasonably believed them to be true.

182. At the time these representations were made School District of Philadelphia and City of Philadelphia, School District of Philadelphia and City of Philadelphia knew these representations were false and/or displayed a recklessness as to whether or not these representations were false.

183. In justifiable reliance on these representations made by School District of Philadelphia and City of Philadelphia, plaintiff, Juan Namnun, was induced to, and did in fact, remain at Frankford High School breathing in asbestos materials, fibers, and products that caused plaintiff Juan Namnun's cancer and all the injuries and damages set forth throughout this Complaint.

184. Plaintiff, Juan Namnun, at all times had no reason to know or reason to uncover the truth behind School District of Philadelphia and City of Philadelphia's material omissions of fact surrounding the dangerousness, toxicity, and carcinogenicity, of Asbestos Company Defendants' asbestos products, including those asbestos products located in Frankford High School.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT VII – FRAUD

PLAINTIFFS V. ACCREDITED ENVIRONMENTAL TECHNOLOGIES, INC.; BATA ENVIRONMENTAL ASSOCIATES, INC.; CRITERION LABORATORIES, INC.; G&C ENVIRONMENTAL SERVICES, INC.; KEM PARTNERS, INC.; SYNERTECH INC.; ENVIRONMENTAL TESTING CONSULTANTS, LLC; TTI ENVIRONMENTAL, INC.; USA ENVIRONMENTAL MANAGEMENT, INC.; THE VERTEX COMPANIES, INC.; ACER ASSOCIATES, LLC; REACT ENVIRONMENTAL PROFESSIONAL SERVICES GROUP, INC.; AND WESTCHESTER ENVIRONMENTAL, LLC

185. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

186. At all times material hereto, Accredited Environmental Technologies, Inc., Batta Environmental Associates, Inc., Criterion Laboratories, Inc., G&C Environmental Services, Inc., KEM Partners, Inc., Synertech Inc., Environmental Testing Consultants LLC, TTI Environmental Inc., USA Environmental Management Inc. The Vertex Companies, Inc., Acer Associates LLC, Reach Environmental Professional Services Group, Inc., and Westchester Environmental, LLC [hereinafter referred to collectively as "Asbestos Testing Companies"], falsely represented to plaintiff, the general public, City of Philadelphia, School District of Philadelphia, Frankford High School's student base, Frankford High School's teacher base, including plaintiff, that Frankford High School has been safe and free of any cancer-causing agents such as asbestos.

187. At all times material hereto, Asbestos Testing Companies falsely represented to plaintiff, the general public, City of Philadelphia, School District of Philadelphia, Frankford High School's student base, Frankford High School's teacher base, including plaintiff, that the asbestos contamination of Frankford High School does not pose a risk of bodily harm or death to those inside Frankford High School.

188. At all times material hereto, Asbestos Testing Companies falsely represented to plaintiff, the general public, City of Philadelphia, School District of Philadelphia, Frankford High School's student base, Frankford High School's teacher base, including plaintiff, that the asbestos contamination of Frankford High School does not pose a risk of cancer to those inside Frankford High School.

189. At all times material hereto, Asbestos Testing Companies fraudulently omitted and failed to notify City of Philadelphia, School District of Philadelphia, Frankford High School's student base, Frankford High School's teacher base, including plaintiff, that Frankford High School is, was, and has been heavily contaminated with asbestos.

190. At all times material hereto, Asbestos Testing Companies fraudulently omitted and failed to notify City of Philadelphia, School District of Philadelphia, Frankford High School's student base, Frankford High School's teacher base, including plaintiff, that Frankford High School's asbestos contamination poses a serious risk of bodily injury and death to all those persons inside Frankford High School, due to the toxic, carcinogenic, and harmful nature of the asbestos-containing materials at Frankford High School.

191. At all times material hereto, Asbestos Testing Companies have falsely misrepresented to City of Philadelphia, School District of Philadelphia, Frankford High School's

student base, Frankford High School's teacher base, including plaintiff, the true and complete nature and severity of the asbestos contamination at Frankford High School.

192. These representations made by Asbestos Testing Companies were and are, in fact, false. When the Asbestos Testing Companies made these representations, Asbestos Testing Companies knew and/or had reason to know that these representations were false and the Asbestos Testing Companies willfully, wantonly, and recklessly disregarded the inaccuracies in their representations and the dangers and health risks to those persons who would be exposed to asbestos products, including plaintiff, Juan Namnun.

193. These representations by Asbestos Testing Companies were by with the intent of defrauding and deceiving plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, the students and teachers of Frankford High School, and the public, such that these persons had no knowledge that they were continuing to be exposed to and inhale asbestos fibers and asbestos products which were harmful, toxic, and carcinogenic.

194. In representations to plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, Asbestos Testing Companies fraudulently concealed and intentionally withheld the following material information:

- (a) Asbestos causes cancer;
- (b) Frankford High School is heavily contaminated by asbestos;
- (c) Frankford High School's asbestos contamination poses a serious risk of bodily injury and death to all persons inside Frankford High School, including Juan Namnun;
- (d) Frankford High School's asbestos contamination is severe, widespread, and encompasses all areas of the school;

(e) Frankford High School's asbestos contamination increased the risk of cancer for any person spending time inside Frankford High School, including plaintiff Juan Namnun;

(f) Numerous areas of the floors, walls, and parts of the building that make up Frankford High School are contaminated by asbestos even though there is no such warning on any of these floors, walls, and parts of the building where the asbestos contamination exists;

(g) Prior abatement and/or remediation activities at Frankford High School disrupted the existing asbestos-containing materials within Frankford High School creating an additional and further risk of serious bodily injury and death, including cancer, for those persons within Frankford High School, including plaintiff Juan Namnun;

(h) Asbestos can cause multiple forms of cancer, including breast cancer and papillary carcinoma;

(i) Numerous parts and materials within Frankford High School contain asbestos;

(j) Asbestos is deadly; and

(k) Asbestos is toxic.

195. At all relevant times, the Asbestos Testing Companies were obligated to disclose to plaintiff, those persons who would be and have been exposed by the Asbestos Company Defendants' asbestos products, the student body, the teacher base, and the public, the dangerous, hazardous, and carcinogenic nature of Asbestos County Defendants' asbestos products, including those products located within Frankford High School.

196. The Asbestos Testing Companies' concealment and omissions of material facts concerning the dangerousness, hazardous nature, carcinogenic nature, and extensiveness of asbestos contamination at Frankford High School, were done and made purposefully, willfully, wantonly, and/or recklessly to mislead plaintiff, those persons who would be and have been

exposed by the Asbestos Company Defendants' asbestos products, the student body, the teacher base, and the public, into justifiably relying on these misrepresentations, concealment, and omissions, and thereby believing they were not at risk of any harmful health effects from being inside Frankford High School, including increased risk to various forms of cancer.

197. At the time these representations were made by Asbestos Testing Companies, and at the times plaintiff, Juan Namnun, was inhaling and exposed to asbestos within Frankford High School, plaintiff was unaware of the falsehood of these representations, and reasonably believed them to be true.

198. At the time these representations were made Asbestos Testing Companies, Asbestos Testing Companies knew these representations were false and/or displayed a recklessness as to whether or not these representations were false.

199. In justifiable reliance on these representations made by Asbestos Testing Companies, plaintiff, Juan Namnun, was induced to, and did in fact, remain at Frankford High School breathing in asbestos materials, fibers, and products that caused plaintiff Juan Namnun's cancer and all the injuries and damages set forth throughout this Complaint.

200. Plaintiff, Juan Namnun, at all times had no reason to know or reason to uncover the truth behind Asbestos Testing Companies' material omissions of fact surrounding the dangerousness, toxicity, and carcinogenicity, of Asbestos Company Defendants' asbestos products, including those asbestos products located in Frankford High School.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT VIII – NEGLIGENCE

PLAINTIFFS V. ACCREDITED ENVIRONMENTAL TECHNOLOGIES, INC.; BATA ENVIRONMENTAL ASSOCIATES, INC.; CRITERION LABORATORIES, INC.; G&C ENVIRONMENTAL SERVICES, INC.; KEM PARTNERS, INC.; SYNERTECH INC.; ENVIRONMENTAL TESTING CONSULTANTS, LLC; TTI ENVIRONMENTAL, INC.; USA ENVIRONMENTAL MANAGEMENT, INC.; THE VERTEX COMPANIES, INC.; ACER ASSOCIATES, LLC; REACT ENVIRONMENTAL PROFESSIONAL SERVICES GROUP, INC.; AND WESTCHESTER ENVIRONMENTAL, LLC

201. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

202. At all times material hereto, the Asbestos Testing Companies acted negligently in one or more of the following ways:

- (a) Failing to adequately and comprehensive test Frankford High School for asbestos;
- (b) Failing to test and inspect all areas of Frankford High School where asbestos could be;
- (c) Failing to adequately analyze the data and test results from asbestos testing of Frankford High School;
- (d) Failing to adequately, timely, properly, fully, and comprehensively communicate to plaintiff, School District of Philadelphia, and City of Philadelphia, the true and complete nature of the asbestos contamination of Frankford High School;
- (e) Failing to utilize and employ the appropriate testing methods when performing asbestos tests and inspections at Frankford High School;
- (f) Mislabeling areas of Frankford High School as not containing asbestos when, in fact, these areas did contain asbestos;
- (g) Misidentifying areas of Frankford High School as not containing asbestos when, in fact, these areas did contain asbestos;

(h) Failing to timely correct and identify the mislabeling and misidentification of areas within Frankford High School that had been labeled as not containing asbestos when, in fact, these areas did contain asbestos;

(i) Failing to timely notify or warn City of Philadelphia, School District of Philadelphia, plaintiff, the student base, the teacher base, and the general public about the previous mislabeling and misidentification of areas within Frankford High School that had been identified as not containing asbestos when, in fact, these areas did contain asbestos;

(j) Failing to label, identify, and detect various areas within Frankford High School that contain asbestos;

(k) Failing to utilize the appropriate equipment, tools, and materials when performing asbestos tests and inspections at Frankford High School;

(l) Failing to implement and/or enforce adequate policies, procedures, and/or guidelines with School District of Philadelphia and City of Philadelphia regarding the issuance of warnings and notice to the student body, teacher base, and general public, including plaintiff, regarding the asbestos contamination at Frankford High School and the resulting health risks posed to these individuals, including the risk of serious bodily injury, cancer, and/or death;

(m) Failing to properly test Frankford High School for asbestos;

(n) Failure to conduct asbestos testing and reporting of Frankford High School with sufficient frequency;

(o) Failure to properly assess the asbestos contamination at Frankford High School;

(p) Failure to adequately investigate, learn, and understand which parts of Frankford High School contained materials and/or parts that traditionally and historically contain asbestos or may contain asbestos prior to engaging in asbestos testing and inspections of Frankford High School;

(q) Failing to remain adequately educated and well-versed in the types of materials that contain asbestos within Frankford High School;

(r) Failure to adequately, thoroughly, and timely inspect and investigate all available records of Frankford High School in order to determine all areas and parts of the building(s) that make up Frankford High School that either contain asbestos or may contain asbestos;

(s) Failure to adequately communicate with employees, members, and representatives of the City of Philadelphia about the history, makeup, building, composition, and materials within Frankford High School prior to testing and inspecting Frankford High School for asbestos; and

(t) Failure to adequately communicate with employees, members, and representatives of the School District of Philadelphia about the history, makeup, building, composition, and materials within Frankford High School prior to testing and inspecting Frankford High School for asbestos.

203. As a direct and proximate result of the Asbestos Testing Companies' negligence as aforesaid, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT IX – NEGLIGENCE
PLAINTIFFS V. SCHOOL DISTRICT OF PHILADELPHIA

204. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

205. At all times material hereto, the School District of Philadelphia acted negligently in one or more of the following ways:

(a) Failing to adequately, timely, and properly warn the student base, teacher base, and individuals coming inside Frankford High School, including plaintiff, about the asbestos contamination of Frankford High School;

(b) Failing to adequately, timely, and properly warn the student base, teacher base, and individuals coming inside Frankford High School, including plaintiff, that there is asbestos within Frankford High School;

(c) Failing to adequately, timely, and properly warn the student base, teacher base, and individuals coming inside Frankford High School, including plaintiff, that the asbestos contamination of Frankford High School is severe, widespread, and poses a risk of bodily injury and death to those persons inside Frankford High School;

(d) Mislabeling areas of Frankford High School as not containing asbestos when, in fact, these areas did contain asbestos;

(e) Misidentifying areas of Frankford High School as not containing asbestos when, in fact, these areas did contain asbestos;

(f) Failing to timely correct and identify the mislabeling and misidentification of areas within Frankford High School that had been labeled as not containing asbestos when, in fact, these areas did contain asbestos;

(g) Failing to timely notify or warn plaintiff, the student base, the teacher base, and the general public about the previous mislabeling and misidentification of areas within Frankford High School that had been identified as not containing asbestos when, in fact, these areas did contain asbestos;

(h) Failing to label, identify, and detect various areas within Frankford High School that contain asbestos;

(i) Failing to ensure Frankford High School was adequately and comprehensively tested for asbestos;

(j) Failing to test and inspect all areas of Frankford High School where asbestos could be;

(k) Failing to adequately analyze the data and test results from asbestos testing of Frankford High School;

(l) Failing to adequately, timely, properly, fully, and comprehensively communicate to plaintiff, the student base, the teacher base, and the general public, the true and complete nature of the asbestos contamination of Frankford High School;

(m) Failing to utilize and employ the appropriate testing methods when performing asbestos tests and inspections at Frankford High School, and failing to ensure the appropriate testing methods were utilized and performed during asbestos testing and inspections of Frankford High School;

(n) Failing to utilize the appropriate equipment, tools, and materials when performing asbestos tests and inspections at Frankford High School, and failing to ensure said equipment, tools, and materials were utilized during asbestos testing and inspections at Frankford High School;

(o) Failing to implement and/or enforce adequate policies, procedures, and/or guidelines with the Asbestos Testing Companies regarding the issuance of warnings and notice to the student body, teacher base, and general public, including plaintiff, regarding the asbestos contamination at Frankford High School and the resulting health risks posed to these individuals, including the risk of serious bodily injury, cancer, and/or death;

(p) Failing to properly test Frankford High School for asbestos;

(q) Failure to conduct asbestos testing and reporting of Frankford High School with sufficient frequency;

(r) Failing to ensure Frankford High School was tested and inspected for asbestos contamination with sufficient frequency;

(s) Failure to properly assess the asbestos contamination at Frankford High School;

(t) Failure to adequately investigate, learn, and understand which parts of Frankford High School contained materials and/or parts that traditionally and historically contain asbestos or may contain asbestos prior to engaging in asbestos testing and inspections of Frankford High School;

(u) Failing to remain adequately educated and well-versed in the types of materials that contain asbestos within Frankford High School;

(v) Failure to adequately, thoroughly, and timely inspect and investigate all available records of Frankford High School in order to determine all areas and parts of the building(s) that make up Frankford High School that either contain asbestos or may contain asbestos;

(w) Failure to adequately communicate with employees, members, and representatives of the Asbestos Testing Companies about the history, makeup, building, composition, and materials within Frankford High School prior to testing and inspecting Frankford High School for asbestos; and

(x) Failure to adequately communicate with employees, members, and representatives of the Asbestos Testing Companies about the asbestos testing, inspections, and reports performed and conducted at Frankford High School.

206. As a direct and proximate result of the School District of Philadelphia's negligence as aforesaid, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

207. At all times relevant hereto, the asbestos contamination and presence of asbestos at Frankford High School constituted a dangerous condition because the asbestos contamination and presence of asbestos at Frankford High School posed a serious risk of bodily injury, cancer, and/or death to those persons inside Frankford High School, including plaintiff, Juan Namnun.

208. At all times relevant hereto, School District of Philadelphia owned the building and property that makes up Frankford High School.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT X – NEGLIGENCE
PLAINTIFFS V. CITY OF PHILADELPHIA

209. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

210. At all times material hereto, the City of Philadelphia acted negligently in one or more of the following ways:

(a) Failing to adequately, timely, and properly warn the student base, teacher base, and individuals coming inside Frankford High School, including plaintiff, about the asbestos contamination of Frankford High School;

(b) Failing to adequately, timely, and properly warn the student base, teacher base, and individuals coming inside Frankford High School, including plaintiff, that there is asbestos within Frankford High School;

(c) Failing to adequately, timely, and properly warn the student base, teacher base, and individuals coming inside Frankford High School, including plaintiff, that the asbestos

contamination of Frankford High School is severe, widespread, and poses a risk of bodily injury and death to those persons inside Frankford High School;

(d) Mislabeling areas of Frankford High School as not containing asbestos when, in fact, these areas did contain asbestos;

(e) Misidentifying areas of Frankford High School as not containing asbestos when, in fact, these areas did contain asbestos;

(f) Failing to timely correct and identify the mislabeling and misidentification of areas within Frankford High School that had been labeled as not containing asbestos when, in fact, these areas did contain asbestos;

(g) Failing to timely notify or warn plaintiff, the student base, the teacher base, and the general public about the previous mislabeling and misidentification of areas within Frankford High School that had been identified as not containing asbestos when, in fact, these areas did contain asbestos;

(h) Failing to label, identify, and detect various areas within Frankford High School that contain asbestos;

(i) Failing to ensure Frankford High School was adequately and comprehensively tested for asbestos;

(j) Failing to test and inspect all areas of Frankford High School where asbestos could be;

(k) Failing to adequately analyze the data and test results from asbestos testing of Frankford High School;

(l) Failing to adequately, timely, properly, fully, and comprehensively communicate to plaintiff, the student base, the teacher base, and the general public, the true and complete nature of the asbestos contamination of Frankford High School;

(m) Failing to utilize and employ the appropriate testing methods when performing asbestos tests and inspections at Frankford High School, and failing to ensure the appropriate testing methods were utilized and performed during asbestos testing and inspections of Frankford High School;

(n) Failing to utilize the appropriate equipment, tools, and materials when performing asbestos tests and inspections at Frankford High School, and failing to ensure said equipment, tools, and materials were utilized during asbestos testing and inspections at Frankford High School;

(o) Failing to implement and/or enforce adequate policies, procedures, and/or guidelines with the Asbestos Testing Companies regarding the issuance of warnings and notice to the student body, teacher base, and general public, including plaintiff, regarding the asbestos contamination at Frankford High School and the resulting health risks posed to these individuals, including the risk of serious bodily injury, cancer, and/or death;

(p) Failing to properly test Frankford High School for asbestos;

(q) Failure to conduct asbestos testing and reporting of Frankford High School with sufficient frequency;

(r) Failing to ensure Frankford High School was tested and inspected for asbestos contamination with sufficient frequency;

(s) Failure to properly assess the asbestos contamination at Frankford High School;

(t) Failure to adequately investigate, learn, and understand which parts of Frankford High School contained materials and/or parts that traditionally and historically contain asbestos or may contain asbestos prior to engaging in asbestos testing and inspections of Frankford High School;

(u) Failing to remain adequately educated and well-versed in the types of materials that contain asbestos within Frankford High School;

(v) Failure to adequately, thoroughly, and timely inspect and investigate all available records of Frankford High School in order to determine all areas and parts of the building(s) that make up Frankford High School that either contain asbestos or may contain asbestos;

(w) Failure to adequately communicate with employees, members, and representatives of the Asbestos Testing Companies about the history, makeup, building, composition, and materials within Frankford High School prior to testing and inspecting Frankford High School for asbestos; and

(x) Failure to adequately communicate with employees, members, and representatives of the Asbestos Testing Companies about the asbestos testing, inspections, and reports performed and conducted at Frankford High School.

211. As a direct and proximate result of the City of Philadelphia's negligence as aforesaid, Plaintiffs suffered the injuries and damages set forth throughout this complaint.

212. At all times relevant hereto, the asbestos contamination and presence of asbestos at Frankford High School constituted a dangerous condition because the asbestos contamination and presence of asbestos at Frankford High School posed a serious risk of bodily injury, cancer, and/or death to those persons inside Frankford High School, including plaintiff, Juan Namnun.

213. At all times relevant hereto, School District of Philadelphia owned the building and property that makes up Frankford High School.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

COUNT XI – LOSS OF CONSORTIUM
PLAINTIFF LENA NAMNUN V. ALL DEFENDANTS

214. Plaintiffs hereby incorporate all the foregoing paragraphs in this Complaint, as if each of said paragraphs were set forth fully hereunder.

215. Plaintiff, Lena Namnun, is the wife of plaintiff, Juan Namnun.

216. As a result of the aforementioned acts and omissions of defendants, as set forth throughout the entirety of this Complaint, plaintiff Lena Namnun suffered and continues to suffer from loss of services, society, comfort, companionship, assistance, and consortium of her husband, Plaintiff Juan Namnun.

217. As a result of the aforementioned acts and omissions of Defendants, as set forth throughout the entirety of this Complaint, Plaintiff Lena Namnun claims the full measure of damages allowed under the laws of the Commonwealth of Pennsylvania for the loss of consortium of her husband, Plaintiff Juan Namnun, as a result of the injuries and damages set forth throughout this Complaint.

WHEREFORE, Plaintiffs demand damages against all defendants, including punitive damages, in an amount in excess of the prevailing arbitration limits, exclusive of pre-judgment interest, delay damages and costs on all counts.

Respectfully submitted,

BOSWORTH LAW, LLC

Date: 3/13/24

By: /s/ Thomas E. Bosworth
THOMAS E. BOSWORTH, ESQUIRE
Attorney for Plaintiffs