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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

VIRGINIA HALLMER

Plaintiff,

vs.

THE LOCKFORMER COMPANY, a division of MET-COIL SYSTEMS CORPORATION, a Delaware corp.; MESTEK, INC., a Pennsylvania corp.; HONEYWELL INTERNATIONAL, INC. a Delaware corp., and CARLSON ENVIRONMENTAL, INC., an Illinois corp.

Defendants.

No. 02C 7066

JUDGE HIBBLER

MAGISTRATE JUDGE KEYS

DEFENDANTS' NOTICE OF REMOVAL UNDER 28 U.S.C. § 1441(a)

NOW COME Defendants, THE LOCKFORMER COMPANY, a division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, by counsel, and pursuant to 28 U.S.C. § 1441(a), hereby remove this case from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois, and in support of their Notice of Removal, state as follows:

1. This case is a civil action over which the United States District Court for the Northern District of Illinois has original jurisdiction pursuant to 28 U.S.C. § 1332, and is one which may be removed to the United States District Court for the Northern District of Illinois by these defendants pursuant to 28 U.S.C. § 1441(a).

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2. Plaintiff is a resident of the State of Illinois. See Plaintiff's Complaint, ¶ 1, attached as Exhibit A.

3. Defendant, The Lockformer Company, is a Delaware corporation having its principal place of business in the State of Iowa. See Exhibit A, ¶ 2.

4. Defendant, Mestek, Inc., is a Pennsylvania corporation having its principal place of business in the Commonwealth of Massachusetts. See Exhibit A, ¶ 3.

5. Defendant, Honeywell International, Inc., is a Delaware corporation. See Exhibit A, ¶ 4.

6. The amount in controversy in this action exceeds $75,000. See Exhibit A, p. 13.

7. The sole non-moving defendant, Carlson Environmental, Inc. ("Carlson"), is a sham defendant who owed no legal duty to the plaintiff and is evidently named as a defendant in this action solely for the purpose of defeating the diversity jurisdiction of this court.

8. The plaintiff alleges that Carlson was retained by Lockformer to perform testing to determine the nature and extent of groundwater contamination in the proximity of the Lockformer plant. (Exhibit A, ¶¶ 74-75.) The plaintiff then simply concludes that Carlson "had a duty to act in good faith and to exercise reasonable care in its investigation and testing of groundwater contamination." (*Id.* at ¶ 82.) Although these allegations would suffice to establish a legal duty owed by Carlson to Lockformer, they do not suffice to establish a legal duty owed by Carlson to the plaintiff. The plaintiff does not allege that Carlson owed her a duty of reasonable care in investigating and testing of groundwater. The plaintiff cannot in good faith allege a legal duty owed to her by Carlson, because no such duty exists or ever has existed.

9. Furthermore, any duty owed by Carlson is defined by the terms of the contract between Carlson and Lockformer. *See, e.g., Ferentchak v. Village of Frankfort*, 105 Ill. 2d 474, 482, 475 N.E.2d 822, 826 (1985) (holding that the scope of the duty, whether in tort or contract, between contracting parties, is determined by the terms of the contract).

10. The plaintiff does not and cannot allege that the contract between Lockformer and Carlson state that the plaintiff is an intended beneficiary of their agreements. *See, e.g., Altevogt v. Brinkoetter*, 85 Ill.2d 44, 54-55, 421 N.E.2d 182, 187 (1981) (holding that a third party may only recover under a contract if the contracting parties have manifested in their contract an intent to confer benefit upon the third party.)

11. The plaintiff does not and cannot allege that the terms of the agreements demonstrate that Carlson either undertook to protect the plaintiff or assumed any duty that Lockformer may have owed to the plaintiff.

12. Because the plaintiff cannot establish that Carlson owed her any duty in tort or contract under Illinois law, Carlson is a sham defendant fraudulently joined to defeat this Court's jurisdiction.

13. Attached hereto and marked Exhibit B are true and accurate copies of the Summonses served upon each of the removing defendants less than 30 days ago. There are no other "process, pleadings, and orders" received by these defendants in this case.

14. Attached hereto and marked Exhibit C is a copy of this Notice of Removal filed in the Circuit Court of Cook County, Illinois on October 2, 2002.

WHEREFORE, defendants respectfully remove this case from the Circuit Court of Cook County, Illinois to the United States District Court for the Northern District of Illinois.

Respectfully submitted,

By: _____
Norman J. Barry, Jr.
Attorneys for Defendant,
THE LOCKFORMER COMPANY,
a division of MET-COIL SYSTEMS CORPORATION

Norman J. Barry, Jr. #124478
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By: _____
George N. Vurdelja
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By: _____
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Phone: 312-201-2562

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Exhibit A

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

VIRGINIA HALLMER,

Plaintiff,

vs.

JURY DEMAND

No.:

THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware corp.; MESTEK, INC., a Pennsylvania corp.; HONEYWELL INTERNATIONAL, INC., a Delaware corp.; and CARLSON ENVIRONMENTAL, INC., an Illinois corp.,

Defendants.

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COMPLAINT AT LAW

COUNT I - NEGLIGENCE

NOW COMES the Plaintiff, VIRGINIA HALLMER, by and through her attorneys, LAW OFFICES OF EDMUND J. SCANLAN LTD., and complaining against the Defendants, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, states as follows:

1. Plaintiff, VIRGINIA HALLMER, has resided at 591 Riedy Road in Lisle, Illinois, from 1968 through the present.

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CIRCUIT COURT OF COOK
COUNTY, ILLINOIS
LAW DIVISION
CLERK
EDMUND J. SCANLAN

2. Defendant, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION (hereinafter "LOCKFORMER"), is a Delaware corporation having its principal place of business in the State of Iowa.

3. Defendant, MESTEK, INC. (hereinafter "MESTEK"), is a Pennsylvania corporation having its principal place of business in the State of Massachusetts.

4. Defendant, HONEYWELL INTERNATIONAL, INC. (hereinafter "HONEYWELL"), is a Delaware corporation.

5. At all times relevant herein, LOCKFORMER operated and engaged in the business of metal fabrication and manufacturing, and is located at 711 Ogden Avenue, Lisle, Illinois (the LOCKFORMER site).

6. Defendant LOCKFORMER has operated a metal fabrication business at its facility on the Lockformer property for over 30 years, beginning no later than 1968.

7. As part of its manufacturing operations, at all relevant times, LOCKFORMER has maintained a metal degreasing operation on the Lockformer property.

8. Beginning in approximately 1968 and continuing through 1997, Lockformer's degreasing operation has included the use of a pitted vapor degreaser situated in a concrete tank pit several feet below the ground surface.

9. LOCKFORMER was, in October of 2000, merged into, and became a division of Met-Coil Systems Corporation.

10. MET-COIL SYSTEMS owns property adjacent to the Lockformer property, immediately west of 711 Ogden Avenue, Lisle, Illinois (the "Met-Coil Property").

11. MESTEK owns and operates LOCKFORMER, and has done so since purchasing the entity in approximately June of 2000.

12. During the course of its business operations, LOCKFORMER has engaged in the use of chlorinated solvents, including trichloroethylene (hereinafter "TCE").

13. Co-defendant, HONEYWELL, by and through its predecessors in interest, Baron-Blakeslee and Allied Signal, provided and installed upon the roof of the facility at the LOCKFORMER site a solvent storage tank.

14. HONEYWELL, by and through its predecessors in interest, agreed to maintain the rooftop storage tank.

15. The rooftop storage tank was filled with chlorinated solvents, including TCE, via a fill pipe that was affixed to the western wall of the LOCKFORMER facility.

16. In 1985, Allied Signal acquired Baron-Blakeslee.

17. Allied Signal has merged into and became known as Honeywell International (defendant HONEYWELL) prior to the commencement of this action.

18. Allied Signal, Inc., as a separate and distinct entity, no longer exists, and Honeywell International has assumed any and all of Allied Signal's rights and/or obligations.

19. HONEYWELL, by and through its employees and agents, supplied LOCKFORMER with chlorinated solvents, including TCE, from approximately 1970 until at least 1992.

20. That in order to maintain LOCKFORMER'S supply of TCE, HONEYWELL, by and through its employees and agents, pumped TCE from a truck into the rooftop storage tank.

21. That in the course of refilling LOCKFORMER'S supply of TCE, TCE was repeatedly released into the environment at the LOCKFORMER site from 1968 until at least 1992.

22. That TCE was released into the environment through a vent pipe every time the tank was filled from 1969 through 1985, because the rooftop tank lacked a sight glass to indicate how full the tank was.

23. That LOCKFORMER knew that TCE was released into the environment at the LOCKFORMER site during the course of filling the rooftop storage tank by 1985 at the latest.

24. That HONEYWELL, by and through its predecessors in interest, knew that TCE was released into the environment during the course of filling the rooftop storage tank as early as 1969.

25. That LOCKFORMER did not undertake to ascertain whether the soil at its facility had been contaminated by TCE until 1992.

26. That soil samples collected in 1992 at the Lockformer site in the vicinity of the refilling line showed the presence of TCE in a concentration of 680,000 parts per billion.

27. That in 1992, groundwater testing on the LOCKFORMER property revealed levels of contamination from chlorinated solvents in excess of the United States Environmental Protection Agency Standards for safe drinking water.

28. That the IEPA was not informed of TCE contamination at the LOCKFORMER site until 1995.

29. That LOCKFORMER was advised by Timothy Love, Site Remediation Manager for Allied Signal, in 1992 that there was a potential for contamination of the groundwater by TCE at the LOCKFORMER site.

30. That Timothy Love advised LOCKFORMER to test for groundwater contamination of TCE in 1992.

31. That Timothy Love advised LOCKFORMER to test water wells of residents in the vicinity of the LOCKFORMER site for TCE contamination in 1992.

32. That the defendants did not test for groundwater contamination in 1992, 1993, 1994 or 1995.

33. That the defendants did not test groundwater wells in the Village of Lisle in 1992, 1993, 1998 or 1999.

34. That testing done in 1997 revealed that TCE had contaminated the groundwater near the LOCKFORMER site in levels up to 68,000 parts per billion.

35. That LOCKFORMER was advised in 1998 that TCE was found in weathered limestone of an acquifer that served as a water source for residents in the area.

36. That LOCKFORMER did not warn the residents of Lisle in the vicinity of the plant of the presence of chlorinated solvents in the groundwater adjacent to the plant in 1998, 1999 or 2000.

37. Section 12(a) of the Act, 415 ILCS 5/12(a)(2000), provides as follows:

No person shall:

a. Cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources, or so as to violate regulations or standards

adopted by the Pollution Control Board under this Act.

38. Section 3.06 of the Act, 415 ILCS 5/3.06 (2000), provides the following definition:

> "CONTAMINANT" is any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source.

39. TCE is a "contaminant" as that term is defined in Section 3.06 of the Act.

40. Section 3.26 of the Act, 415 ILCS 5/3.26 (2000), provides, in relevant part, the following definition:

> "PERSON" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, . . .or any other legal entity, or their legal representative, agent or assigns.

41. The Defendants are "persons" as that term is defined in Section 3.26 of the Act.

42. Section 3.55 of the Act, 415 ILCS 5/3.55 (2000), provides the following definition:

> "WATER POLLUTION" is such alteration of the physical, thermal, chemical, biological or radioactive properties of any waters of the State, or such discharge of any contaminant into any waters of the State, as will or is likely to create a nuisance or render such waters harmful or detrimental or injurious to public health, safety or welfare, or domestic, commercial, industrial, agricultural, recreational, or other legitimate uses, or to livestock, wild animals, birds, fish, or other aquatic life.

43. Section 3.56 of the Act, 415 ILCS 5/3.56 (2000), provides the following definition:

> "WATERS" means all accumulations of water, surface and underground, natural, and artificial, public and private, or

parts thereof, which are wholly or partially within, flow through, or border upon the State.

44. The groundwater underlying the facility is a "water" as that term is defined in Section 3.56 of the Act.

45. Defendants' conduct in releasing TCE into the environment violated 415 ILCS 5/12(a)(2000) of the Act.

46. That LOCKFORMER first warned certain residents of the Village of Lisle, Illinois, that there was TCE contamination of soil on its property on August 28, 2000.

47. That on August 28, 2000, LOCKFORMER represented to certain residents of the Village of Lisle, Illinois, that the TCE contamination did not migrate south of the LOCKFORMER property.

48. That LOCKFORMER did not remediate TCE contamination on its property in 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, or 2001.

49. That on March 31, 1993, LOCKFORMER filed a lawsuit against Allied Signal, Inc. in the United States District Court for the Northern District of Illinois alleging that Allied Signal was liable to LOCKFORMER for TCE contamination of soil and groundwater at the LOCKFORMER property.

50. In 1994, LOCKFORMER and Allied Signal, Inc. settled and resolved the lawsuit.

51. That Allied Signal, Inc. agreed to pay LOCKFORMER a sum of $800,000.00 to resolve the lawsuit LOCKFORMER filed against it.

52. That in exchange for Allied Signal, Inc.'s payment of $800,000.00 to LOCKFORMER, LOCKFORMER agreed to dismiss the lawsuit and to use the payment

to the extent necessary solely to investigate and remediate the property until LOCKFORMER secured a section 4(y) letter from the IEPA. That LOCKFORMER also agreed to submit the property to the IEPA and participate in clean-up of the property through the IEPA Pre-notice Site Program and diligently investigate and remediate the property, as necessary, to qualify for a Section 4(y) Letter from IEPA. (See "Agreement" entered into by Lockformer and Allied Signal attached hereto as Exhibit "A").

53. Despite LOCKFORMER'S knowledge of the TCE spills and resulting contamination, it failed to define the nature and extent of the off-site TCE contamination, and failed to remediate TCE contamination onsite and offsite until after the Illinois Attorney General filed suit against LOCKFORMER in 2001 in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County, Illinois.

54. In addition to the release of TCE into the environment from the refilling of the rooftop TCE tank, TCE was released into the ground around and beneath the LOCKFORMER property through the pitted vapor degreaser and by use of chlorinated solvents to clean the floor of the LOCKFORMER facility.

55. That the release of TCE into the ground around and beneath the LOCKFORMER property began in 1969 and continued until at least 1997.

56. That the U.S. EPA's investigation revealed that an actual or threatened release of a "hazardous substance" as defined by Section 101(14) of CERCLA occurred into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C., Sections 9601(8) and (22) (see Exhibit "B").

57. That the U.S. EPA's investigation revealed that the conditions present at the LOCKFORMER site constitute a threat to public health, welfare and the environment

upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substance Pollution Contingency Plan, as amended ("NCP"), 40 CFR, Part 300.

58. That in addition to the releases of TCE into the ground, defendants have caused TCE to be released into the air.

59. That no other sources of TCE exist in the vicinity which could have caused the TCE contamination of the groundwater in VIRGINIA HALLMER'S well.

60. That prior to the August 28, 2000 meeting at the Village of Lisle wherein the presence of TCE at LOCKFORMER'S facility was first disclosed, LOCKFORMER provided bottled water for its employees for purposes of consumption of water at the plant.

61. That the U.S. EPA investigation regarding the release of TCE at the LOCKFORMER site revealed that the groundwater flows from the LOCKFORMER property toward the south/southeast in the direction of a residential neighborhood (see Exhibit "B").

62. That the U.S. EPA investigation revealed the groundwater flow in the area has been shown to be toward the south/southeast and continued precipitation and percolation of storm water will continue to cause the TCE to migrate toward the bedrock aquifer which flows to the residential wells.

63. The LOCKFORMER site is located north and east, and hydrologically upgrading from plaintiff's residence and potable water source.

64. As a result of the repeated releases of TCE into the ground around and beneath the LOCKFORMER property, a plume of toxic chemicals, including TCE, formed at and beneath the ground surface of the LOCKFORMER site.

65. Toxic chemicals, including TCE, have migrated throughout the area in and surrounding the LOCKFORMER site, and have contaminated various residence, and potable water supplies in the Village of Lisle.

66. The TCE that has migrated from the LOCKFORMER site had come into contact with the well water serving plaintiff, VIRGINIA HALLMER.

67. Toxic chemicals including the TCE that migrated from the LOCKFORMER site and into the well water supply for plaintiff, VIRGINIA HALLMER, and her family, and she drank, bathed, cooked, and otherwise used this water.

68. TCE is a known human carcinogen and mutagen.

69. TCE exposure is known to cause diseases of the nervous system, including peripheral neuropathy.

70. That Defendants have known since at least 1968 that TCE is a human carcinogen and mutagen.

71. That TCE is a "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).

72. That Defendants have known that the release of TCE into the environment, including groundwater used for human consumption and bathing, can be harmful to those who come into contact with the contaminated water.

73. Defendants had a duty to exercise reasonable care in the handling of hazardous substances, including TCE, used or stored at the LOCKFORMER property and MET-COIL property and not to allow TCE to spill into the environment.

74. That notwithstanding said duty, the Defendants, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, by and through their agents, servants and employees, were negligent in one or more of the following ways:

(a) allowed TCE to repeatedly spill into the ground at the LOCKFORMER site during the refilling of the rooftop storage tank;

(b) failed to adequately maintain the rooftop tank with a sight glass so that HONEYWELL drivers could ascertain when the tank was full while in the process of refilling it;

(c) failed to take measures to prevent TCE that spilled during the refilling of the rooftop tank from coming into contact with the ground;

(d) failed to take measures to contain TCE that spilled into the ground during the refilling of the rooftop storage tank;

(e) allowed TCE to escape into the environment during the cleanup of the vapor degreaser pit;

(f) allowed TCE to routinely and frequently spill onto the ground over the course of over twenty (20) years without appropriate safeguards to prevent or remedy such releases;

(g) defendant, LOCKFORMER, used a vapor degreaser that was set in a concrete pit which allowed TCE to escape to the ground of the LOCKFORMER and MET-COIL properties and then migrate into the ground;

(h) defendant, LOCKFORMER, stored TCE in a tank which was not equipped with safeguards to prevent the release, discharge, spillage or escape of TCE into the environment;

(i) failed to warn the residents of the Village of Lisle, including VIRGINIA HALLMER and her family, that TCE was found in the groundwater adjacent to the LOCKFORMER site;

(j) LOCKFORMER failed to timely use the proceeds of an $800,000.00 settlement agreement to investigate, remediate and clean up TCE at the LOCKFORMER site in violation of an agreement to do so;

(k) LOCKFORMER continued to conduct business in such a manner that allowed TCE to spill into the environment after it had knowledge that TCE had contaminated the groundwater beneath the LOCKFORMER site;

(l) allowed TCE to be released into the environment at the LOCKFORMER site through LOCKFORMER'S drains, floor, vapor degreaser pit, and by other means, including LOCKFORMER'S ventilation;

(m) MESTEK failed to exercise reasonable care in its ownership, management and monitoring of LOCKFORMER with respect to LOCKFORMER'S procurement, use, handling and disposal of chlorinated solvents, including TCE;

(n) violated ordinances for the protection of human life, including CERCLA and the Illinois Environmental Protection Act;

(o) violated Section 415 ILCS 5/12(a) of the Illinois Environmental Protection Act by causing the discharge of TCE into the environment as to cause water pollution;

(p) failed to clean up the contamination of TCE onsite or offsite.

75. One or more of the foregoing negligent acts and/or omissions of the Defendants, by and through their agents, servants and employees, caused hazardous chlorinated solvents, including TCE, to enter the well serving the plaintiff, VIRGINIA HALLMER, and which was used by VIRGINIA HALLMER and her family to drink,

bathe, cook, and otherwise use, thus resulting in plaintiff, VIRGINIA HALLMER'S, acquisition of peripheral neuropathy and other health disorders; and further her increased risk of contracting cancer and other health related ailments; and her severe emotional distress as a result of her fear of contracting cancer and other health related ailments.

WHEREFORE, the Plaintiff, VIRGINIA HALLMER, demands judgment against the Defendants, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, in a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), plus the costs of this lawsuit.

COUNT II –WILLFUL AND WANTON

NOW COMES the Plaintiff, VIRGINIA HALLMER, by and through her attorneys, LAW OFFICES OF EDMUND J. SCANLAN LTD., and for her Complaint against the Defendants, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, states as follows:

1-72. The plaintiff realleges and readopts Paragraphs 1 through 75 of Count I as and for Paragraphs 1 through 75 of Count IV, as though fully set forth herein.

73. Defendants, by and through their agents, servants and employees, had a duty to refrain from acting in a conscious and reckless disregard for the safety of others, including the plaintiff, VIRGINIA HALLMER, in its handling, storage, and disposal of TCE.

74. That notwithstanding the aforesaid duty, the Defendants, by and through their agents, servants and employees, willfully and wantonly acted with a conscious and reckless disregard for the safety of the plaintiff, VIRGINIA HALLMER, in one or more of the following ways:

(a) willfully and wantonly allowed TCE to repeatedly spill into the ground at the LOCKFORMER site during the refilling of the rooftop storage tank;

(b) willfully and wantonly failed to adequately maintain the rooftop tank with a sight glass so that HONEYWELL drivers could ascertain when the tank was full while in the process of refilling it;

(c) willfully and wantonly failed to take measures to prevent TCE that spilled during the refilling of the rooftop tank from coming into contact with the ground;

(d) willfully and wantonly failed to take measures to contain TCE that spilled into the ground during the refilling of the rooftop storage tank;

(e) willfully and wantonly allowed TCE to escape into the environment during the cleanup of the vapor degreaser pit;

(f) willfully and wantonly allowed TCE to routinely and frequently spill onto the ground over the course of over twenty (20) years without appropriate safeguards to prevent or remedy such releases;

(g) defendant, LOCKFORMER, willfully and wantonly used a vapor degreaser that was set in a concrete pit which allowed TCE to escape to the ground of the LOCKFORMER and MET-COIL properties and then migrate into the ground;

(h) defendant, LOCKFORMER, willfully and wantonly stored TCE in a tank which was not equipped with safeguards to prevent the release, discharge, spillage or escape of TCE into the environment;

(i) willfully and wantonly failed to warn the residents of the Village of Lisle, including VIRGINIA HALLMER and her family, that TCE was found in the groundwater adjacent to the LOCKFORMER site;

(j) LOCKFORMER willfully and wantonly failed to timely use the proceeds of an $800,000.00 settlement agreement to investigate, remediate and clean up TCE at the LOCKFORMER site in violation of an agreement to do so;

(k) LOCKFORMER willfully and wantonly continued to conduct business in such a manner that allowed TCE to spill into the environment after it had knowledge that TCE had contaminated the groundwater beneath the LOCKFORMER site;

(l) willfully and wantonly allowed TCE to be released into the environment at the LOCKFORMER site through LOCKFORMER'S drains, floor, vapor degreaser pit, and by other means, including LOCKFORMER'S ventilation;

(m) MESTEK acted willfully and wantonly in its ownership, management and monitoring of LOCKFORMER with respect to LOCKFORMER'S procurement, use, handling and disposal of chlorinated solvents, including TCE;

(n) willfully and wantonly violated ordinances for the protection of human life, including CERCLA and the Illinois Environmental Protection Act;

(o) willfully and wantonly violated Section 415 ILCS 5/12(a) of the Illinois Environmental Protection Act by causing the discharge of TCE into the environment as to cause water pollution;

(p) willfully and wantonly failed to clean up the contamination of TCE onsite or offsite.

75. One or more of the foregoing willful and wanton acts and/or omissions of the Defendants, by and through their agents, servants and employees, caused hazardous

chlorinated solvents, including TCE, to enter the well serving the plaintiff, VIRGINIA HALLMER, and which was used by VIRGINIA HALLMER and her family to drink, bathe, cook, and otherwise use, thus resulting in plaintiff, VIRGINIA HALLMER'S, acquisition of peripheral neuropathy and other health disorders; and further her increased risk of contracting cancer and other health related ailments; and her severe emotional distress as a result of her fear of contracting cancer and other health related ailments.

WHEREFORE, the Plaintiff, VIRGINIA HALLMER, demands judgment against the Defendants, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware corporation; MESTEK, INC., a Pennsylvania corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware corporation, in a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), plus the costs of this lawsuit.

COUNT III – NEGLIGENCE – CARLSON ENVIRONMENTAL, INC.

NOW COMES the Plaintiff, VIRGINIA HALLMEYER, by and through her attorneys, LAW OFFICES OF EDMUND J. SCANLAN LTD., and for her Complaint against the Defendant, CARLSON ENVIRONMENTAL, INC., an Illinois corporation, states as follows:

1-73. The plaintiff realleges and readopts Paragraphs 1 through 73 of Count I as and for Paragraphs 1 through 73 of Count III, as though fully set forth herein.

74. The defendant, CARLSON ENVIRONMENTAL, INC., an Illinois corporation, was retained as an environmental consultant by LOCKFORMER in 1998, and continued on until early 2001, approximately 27 months.

75. One of the claimed purposes for CARLSON ENVIRONMENTAL, INC.'S retention was to ascertain the nature and extent of groundwater contamination to residents of the Village of Lisle in the proximity of the LOCKFORMER plant.

76. CARLSON ENVIRONMENTAL, INC.'S first assignment at LOCKFORMER was to dig up source area and to do active remediation.

77. That the defendant, CARLSON ENVIRONMENTAL, INC., knew that TCE had been released into the environment and that TCE contamination of groundwater used by residents of the Village of Lisle posed a public health risk.

78. That the defendant, CARLSON ENVIRONMENTAL, INC., knew that the results of its testing would be used by LOCKFORMER as a basis to petition for a "no further remediation letter" from the IEPA.

79. That at that time and place, the defendant, CARLSON ENVIRONMENTAL, INC., had a duty to act in good faith and to exercise reasonable care in its investigation and testing of groundwater contamination.

80. That notwithstanding said duty, the defendant, CARLSON ENVIRONMENTAL, INC., by and through its duly authorized agents, servants and employees, was negligent in one or ore of the following ways:

(a) knew that TCE had contaminated the bedrock aquifer at the LOCKFORMER site and failed to test VIRGINIA HALLMER'S well that they knew drew from this same bedrock aquifer;

(b) failed to turn over to the Village of Lisle all information they had gathered regarding TCE contamination both on and off the LOCKFORMER site;

(c) failed to submit a final environmental report to the Illinois Environmental Protective Agency

summarizing CARLSON ENVIRONMENTAL'S observations, conclusions and data;

(d) failed to promptly test the bedrock aquifer for the presence of TCE contamination despite the fact that they knew that TCE was heavier than water and would most likely sink rapidly;

(e) failed to use known and customary techniques in evaluating whether the TCE contamination at LOCKFORMER had migrated offsite and into both the private wells and public water system of the Village of Lisle;

(f) carelessly tested wells by not reaching the bedrock aquifer from which these wells were drawn;

(g) failed to conduct offsite testing of wells in Lisle until late 1999 despite knowledge that as early as 1995 STS, a consultant for LOCKFORMER, had warned LOCKFORMER regarding the risk that TCE had migrated off the LOCKFORMER site and into the potable water supplies to residents south of the LOCKFORMER site;

(h) failed to dig up the source area at the LOCKFORMER site and do active remediation, thus posing a danger to Lisle residents utilizing well water.

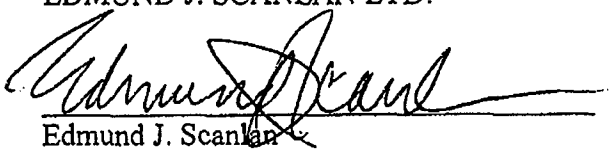
81. As a result of one or more of the following negligent acts and/or omissions, the defendant, CARLSON ENVIRONMENTAL, INC., by and through their agents, servants and employees, failed to discover the presence of TCE in VIRGINIA HALLMER'S well, as well as the municipal water supply for the Village of Lisle, and further failed to notify the Village of Lisle, Illinois Environmental Protection Agency, and the residents of Lisle of the risk and/or probability that TCE had entered their potable water supplies; and as a result therefor, VIRGINIA HALLMER continued drinking, bathing, cooking and otherwise using her water for a longer period of time than she

would have had the risk and/or probability been explained to her; and as a result therefor, her peripheral neuropathy was further compromised, and her increased risk of future cancer was enhanced, and her emotional distress as a result of the fear of contracting cancer was enhanced.

WHEREFORE, the Plaintiff, VIRGINIA HALLMER, demands judgment against the Defendant, CARLSON ENVIRONMENTAL, INC., an Illinois corporation, in a sum in excess of SEVENTY-FIVE THOUSAND DOLLARS ($75,000.00), plus the costs of this lawsuit.

Respectfully submitted,

LAW OFFICES OF
EDMUND J. SCANLAN LTD.

By: 
Edmund J. Scanlan

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

AFFIDAVIT

EDMUND J. SCANLAN hereby states that in his opinion the damages in the foregoing lawsuit exceed the sum of $75,000.00.

EDMUND J. SCANLAN

SUBSCRIBED AND SWORN TO

Before me this 28th day of

August, 2002.

OFFICIAL SEAL
JENNIFER MARGUCCI
NOTARY PUBLIC
Notary Public, State of Illinois
My Commission Expires 09/30/02

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