EXHIBIT A

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

THERESA MEJDRECH, DANIEL MEJDRECH, MARY BENO, MARK BENO, individually, and on behalf of all persons similarly situated,	)	
Plaintiffs,	)	No. 01 C 6107
v.	)	**Judge William J. Hibbler**
THE LOCKFORMER COMPANY, a division of **MET-COIL SYSTEMS CORPORATION,** a Delaware corporation; **MET-COIL SYSTEMS CORPORATION,** a Delaware Corporation, and, **MESTEK, INC.,** a Pennsylvania corporation, and **HONEYWELL INTERNATIONAL, INC.,** a Delaware corporation,	)	**Magistrate Judge Arlander Keys**
Defendants.	)	

AMENDED CLASS ACTION COMPLAINT FOR
INJUNCTIVE, DECLARATORY AND OTHER RELIEF

Plaintiffs, THERESA MEJDRECH, DANIEL MEJDRECH, MARY BENO, MARK BENO, individually, and on behalf of all others similarly situated, by and through their attorneys, SHAWN M. COLLINS, CHARLES J. CORRIGAN, EDWARD J. MANZKE and THE COLLINS LAW FIRM, P.C., of counsel, and NORMAN B. BERGER, MICHAEL D. HAYES, ANNE E. VINER and VARGA BERGER LEDSKY HAYES & CASEY, a Professional Corporation, of counsel, for their complaint against Defendants, The Lockformer Company, a division of Met-Coil Systems Corporation, a Delaware corporation; Met-Coil Systems Corporation, a Delaware corporation; Mestek, Inc. , a Pennsylvania corporation; and Honeywell International, Inc., a Delaware corporation; state and allege as follows:

COMMON ALLEGATIONS

Nature of the Action

1. This is a class action brought by and on behalf of the owners and residents of more than 1,000 homes located south, and hydrologically downgradient, of the Lockformer manufacturing facility in Lisle, DuPage County, Illinois. Plaintiffs' properties have been polluted with trichloroethylene ("TCE") -- a chemical regulated by the EPA as a probable human carcinogen -- due to releases of hazardous chemicals from properties and facilities owned and operated by the Defendants. The contamination discovered has been present on Plaintiffs' properties for years. Furthermore, Defendants have known for at least sixteen years that hazardous chemicals were present on their property and posed a risk to Plaintiffs' health and property, but failed to alert Plaintiffs to these risks or to determine the scope of the contamination.

By this action, Plaintiffs seek to enjoin Defendants from allowing further contamination of Plaintiffs' properties, to require Defendants to abate the imminent and substantial health risk posed by the contamination, to require Defendants to fully investigate and remediate the contamination of their properties, to reimburse Plaintiffs for the costs they have incurred and will incur, and to recover compensatory and punitive damages accruing from the damage to Plaintiffs' properties.

Plaintiffs bring this action pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et. seq.* ("CERCLA"), and pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 et.

seq. ("RCRA"). This Court has supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367.

Plaintiffs

2. Plaintiffs, Theresa and Daniel Mejdrech, are citizens of the State of Illinois and reside at 6303 Walnut Avenue, in Downers Grove, Illinois. They own the property located at 6303 Walnut Avenue.

3. Plaintiffs, Mary and Mark Beno, are citizens of the State of Illinois and reside at 390 Cliff Court, in Lisle, Illinois. They own the property located at 390 Cliff Court.

Defendants

4. Defendant, The Lockformer Company ("Lockformer"), existed as an Illinois corporation from approximately December 6, 1946, until approximately October 27, 2000, when it was merged into Defendant Met-Coil Systems Corporation ("Met-Coil"). The Lockformer Company is, on information and belief, no longer an independent company, but is now a division of Met-Coil, which succeeded to the assets and liabilities of Lockformer.

5. At all relevant times, Lockformer owned, operated, and engaged in the metal fabrication and manufacturing business at a facility located at 711 Ogden Avenue, Lisle, Illinois (the "Lockformer Property"). The Lockformer Property is located north and hydrologically upgradient of the properties owned and/or inhabited by Plaintiffs.

6. On information and belief, Defendant, Met-Coil, is a Delaware corporation, with its principal place of business in Cedar Rapids, Iowa. At all relevant times prior to Lockformer's merger into Met-Coil, Met-Coil owned and operated Lockformer. Met-Coil itself owns property adjacent to the Lockformer Property, immediately west of 711 Ogden Avenue, Lisle, Illinois (the

"Met-Coil Property"). The Met-Coil Property is also located north and hydrologically upgradient of the properties owned and/or inhabited by Plaintiffs.

7. On information and belief, Defendant, Mestek, Inc. ("Mestek'), is a Pennsylvania corporation, with its principal place of business in Westfield, Massachusetts. Since approximately June of 2000, Mestek has owned or operated Lockformer and Met-Coil, and, based upon the statements of its counsel, Mestek directs and controls the environmental issues at the Lockformer and Met-Coil Properties.

8. On information and belief, Allied Signal Inc. ("Allied Signal"), existed as a Delaware corporation, authorized to transact business in Illinois until approximately 1999, when it was merged with Honeywell, Inc., and became Defendant Honeywell International, Inc. ("Honeywell"). On information and belief, Allied Signal is no longer an independent company, but is now a division of Defendant Honeywell, which succeeded to the assets and liabilities of Allied Signal. On information and belief, Defendant Honeywell is a Delaware corporation with its principal place of business in Morristown, New Jersey.

Jurisdiction and Venue

9. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1367 and 42 U.S.C. § 9607(a), because this case arises under the laws of the United States. The claims in Counts I and X are predicated upon and seek relief under CERCLA, and the claims in Counts II, III, IV and V are predicated upon and seek relief under RCRA.

10. Pursuant to 28 U.S.C. § 1367, this Court has supplemental jurisdiction over the state law claims in Counts II through V, which are so related to the claims in Count I that they form part of the same case or controversy.

11. Pursuant to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391(b), venue is proper in this Court because this case arises out of actions which occurred within, and pertains to property located in, this judicial district.

GENERAL ALLEGATIONS OF FACT

Defendants' Manufacturing Operations and their Spillage and Release of TCE and Other Hazardous Wastes

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

13. As part of its manufacturing operations, at all relevant times, Lockformer has maintained a metal degreasing operation on the Lockformer Property. Beginning in approximately 1968 and continuing through at least 1997, Lockformer's degreasing operation has included the use of a pitted vapor degreaser situated in a concrete tank pit or sump located within the facility building and several feet below ground surface. This degreaser at all relevant times utilized chlorinated solvents, including trichloretheylene ("TCE"). For many years, beginning in or about 1968 and continuing through 1997, the TCE was stored in a rooftop storage tank located near the west wall of the Lockformer facility. The storage tank was connected by piping to, and supplied TCE to, the pitted vapor degreaser. The pitted vapor degreaser, storage tank and related piping may hereafter be referred to as the "degreaser system".

14. On approximately a monthly basis from 1968 until at least 1992, when the rooftop TCE tank was filled, solvents, including TCE, would spill directly onto the ground at the Lockformer Property from an overflow pipe that runs from the roof top tank to the ground along the west side of the building.

15. From 1968 until at least 1997, chlorinated solvents, including TCE, were released into the ground around and beneath the Lockformer property from the degreaser system, by use

of the chlorinated solvents to clean the floor of the Lockformer facility, and by discharges otherwise associated with the rooftop TCE tank.

16. Defendants admit having discovered in 1985 that TCE was being released into the ground adjacent to the facility in the area of the overflow pipe, which is part of the degreaser system. Further, Defendants' own investigation has identified high levels of some hazardous chemicals, including TCE, in soil borings from locations within the building and adjacent to the underground vapor degreaser pit. Ground water testing on the Lockformer property revealed levels of contamination that in some instances exceed by 10,000 times the United States Environmental Protection Agency ("EPA") standards for safe drinking water.

17. Although the Lockformer Property has been enrolled in the Illinois Site Remediation Program in an attempt to obtain a No Further Remediation Letter ("NFR") for the Lockformer Property, Defendants have never fully defined the extent of the contamination emanating from the Lockformer Property, nor have they determined the impact of the contamination on the surrounding properties, despite knowledge since at least 1986 of the contamination on its property and the threat it posed to the safety of the general public.

Plaintiffs' Recent Discoveries of Defendants' Spillage and of the Contamination of their Properties

18. Beginning in approximately January of 2001, testing conducted by the Illinois Environmental Agency has revealed chemical contamination of the groundwater serving the properties of Plaintiffs and their neighbors.

19. Plaintiffs have retained an environmental consultant to review the matter. Based upon information from Lockformer and public documents, Plaintiffs and their consultants have discovered that:

- there was a long history of spills and release of chlorinated solvents, specifically TCE, associated with the operations at the Lockformer facility;

- the scope of contamination and the impact to Plaintiffs' residences had not been investigated or determined; and,

- the geology in the area is such that the Lockformer Facility is located upgradient of Plaintiffs' residences, and within and above a groundwater aquifer used by Plaintiffs as their domestic water supply source.

20. TCE from Defendants' properties migrated off those properties and into Plaintiffs' properties. There is no other likely source of the contamination on Plaintiffs' properties.

21. Groundwater at, in, on and beneath Plaintiffs' properties has been contaminated by TCE. This hazardous substance released from Defendants' properties appears to have migrated, and continues to migrate, in liquid and vapor form, toward and into the homes owned and inhabited by Plaintiffs, contaminating, infiltrating and threatening the soil, groundwater, and domestic water supply in the area. Further, it appears Plaintiffs have been exposed for several years to potentially dangerous levels of these chemicals through ingestion, dermal exposure, and inhalation. Defendants have known for many years of the threats to Plaintiffs and have intentionally and knowingly failed to notify Plaintiffs of these threats, or to perform investigation and remediation concerning such threats.

22. The releases and spills of hazardous substances from the Lockformer Property and the Met-Coil Property and the subsequent migration of such substances to the properties of Plaintiffs were a result of Defendants' acts or omissions during their ownership and operations, and occurred on a regular and frequent basis throughout a 30 year period of operation. On information and belief, Defendants' negligent acts and omissions causing the contamination

include, but are not limited to, improper handling, storage, use, disposal, investigation and cleanup of the hazardous substances, and improper maintenance and operation of equipment using TCE and other hazardous substances.

23. On information and belief, the releases and spills of hazardous substances from the Lockformer Property and the Met-Coil Property, and the subsequent migration of such substances which occurred in substantial part after Defendants became aware of the contamination, were a result of Defendants' willful and wanton conduct during at least part of their ownership and operations. On information and belief, Defendants' willful and wanton conduct includes, but is not limited to, failing to properly investigate and remediate the contamination on their properties; failing, for at least fifteen years, to notify Plaintiffs of the groundwater contamination emanating from the Lockformer and Met-Coil properties; and falsely assuring the general public that Plaintiffs' properties would not be affected by the contamination on the Lockformer and Met-Coil Properties.

The Hazardous Nature of TCE and Other Solvents Spilled and Released by Defendants

24. TCE and the other volatile organic compounds released by Defendants are dangerous substances, which have been linked to a variety of human illnesses, including cancer, and are severely destructive to the environment, including vegetation and wildlife. TCE exposure can cause, among other things, liver and kidney damage, impaired heart function, impaired fetal development in pregnant women, convulsions, coma and death.

25. The release of these chemicals by Defendants presents an imminent and substantial endangerment to Plaintiffs' health and the environment. They have not only threatened Plaintiffs' health and exposed them to injury and the fear of future injury, including

increased cancer rate, but they have significantly and permanently damaged and diminished the value of Plaintiffs' properties.

The Harm to Plaintiffs Resulting from the Contamination

26. The contamination resulting from the releases has not been fully defined, but continues to damage and threaten Plaintiffs' property. Notwithstanding Defendants' knowledge of these releases, and the threats posed, the Defendants not only failed to apprise those affected concerning the releases, but also have refused to fully address the releases so as fully to mitigate the threats posed.

27. As a result of the multiple and ongoing releases and the Defendants' disregard for the threats posed to Plaintiffs, the Plaintiffs have been and continue to be injured.

28. As a result of the contamination, the value of the Plaintiffs' property has been substantially decreased, if not destroyed. In its polluted state, the Plaintiffs' property, at a minimum, is less marketable than it would be without the contamination. Further, this contamination, even if ultimately remediated, places a stigma upon the Plaintiffs' property, which negatively affects the fair market value of their property.

29. Plaintiffs have suffered and will continue to suffer irreparable injury as a result of Defendants' negligent and reckless acts and failure to remediate the contamination resulting from such acts and omissions.

30. Plaintiffs' remedies at law are inadequate. The Plaintiffs' property value cannot be restored and their health will continue to be threatened, without full investigation and remediation of the contamination. The cost of such investigation and remediation will be substantial, but cannot be determined with certainty until the problem is fully investigated. If the

contamination is not cleaned up, it will continue to spread, further threatening Plaintiffs' health and preventing full use and enjoyment of their properties.

31. A balancing of the equities favors Plaintiffs over Defendants, and Plaintiffs are reasonably likely to prevail at trial. Plaintiffs lack the resources to undertake the required investigation and cleanup. Defendants have the resources to perform the cleanup.

Class Allegations

32. Plaintiffs bring each of the claims in this action in their own names and on behalf of a class of all persons similarly situated ("the Class"), pursuant to Rule 23 of the Federal Rules of Civil Procedure.

33. The Class consists of all persons who satisfy the following criteria:

(a) They own or reside in property in the area of the plume of contamination caused by the release by Defendants of these chemicals. The Class area is more fully set forth in Exhibit "1" to this Complaint.

(b) Their property has been impacted, or a threat exists that it will be impacted, by hazardous substances released at or from the Lockformer and/or Met-Coil Properties.

34. The Class is so numerous that joinder of all members is impractical. The number of homes in the affected area, which have been or may in the future be damaged by hazardous substances released at or from the Lockformer and/or Met-Coil Properties, exceeds 1,000, and, therefore, the number of class members also exceeds 1,000 people, and likely includes in excess of 2,000 people.

35. There are common questions of law and fact that affect the rights of each member of the Class, and the types of relief sought are common to the entire Class.

36. Plaintiffs' claims are typical of the claims of the Class. All are based upon the same factual and legal theories.

37. Plaintiffs will fairly and adequately represent and protect the interests of the Class.

38. Plaintiffs have retained counsel who are competent and experienced in class litigation.

COUNT I

CERCLA COST RECOVERY, 42 U.S.C. § 9607(a)

39. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 39 of this Count I, as though fully set forth herein.

40. Defendants, Lockformer, Met-Coil and Mestek are "persons" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

41. On information and belief, from approximately 1968 to the present, these Defendants were and continue to be "owners" and/or "operators" of a "facility" within the meaning of Sections 101(2), 101(9) and 107(a) of CERCLA, 42 U.S.C. §§9601(20), 9601(9), 9607(a). The "facility" includes both the Lockformer Property and the Met-Coil Property.

42. The substances, including TCE, used or stored at the facility were and are "hazardous substances," within the meaning of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

43. During the past approximately 30 years of Defendants' operations at the Lockformer and Met-Coil Properties, there have been and continue to be "releases" of hazardous substances into the environment, within the meaning of Section 101(2) of CERCLA, 42 U.S.C. § 9601(22). Defendants' acts and omissions at the facility caused such "releases." The hazardous substances released include, but are not limited to, TCE.

44. Defendants' release has migrated to Plaintiffs' properties and there is no other likely source for the hazardous substances released onto the Plaintiffs' properties.

45. Defendants are, thus, strictly liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), because they are the current operators of the facility, and because they owned or operated the facility when hazardous substances were stored, used, disposed, or otherwise discharged thereon.

46. As a result of the releases of hazardous substances, Plaintiffs and the Class have incurred, or will incur, "response" costs within the meaning of Section 101(23)-(25) of CERCLA, 42 U.S.C. §§ 9601(23)-(25), including the retention of an environmental consulting firm to perform a preliminary investigation of the contamination of Plaintiffs' property. Plaintiffs have been advised by their environmental consultant that a more comprehensive investigation must be undertaken to determine the scope of the contamination on Plaintiffs' property and surrounding property. All such costs are necessary costs of response consistent with the National Contingency Plan. Plaintiffs will continue to incur such response costs in the future. Accordingly, Plaintiffs and the Class are entitled to full reimbursement from Defendants for all such costs, pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

COUNT II

RCRA - § 6972(a)(1)(A)

47. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 47 of this Count II, as though fully set forth herein.

48. Defendants Lockformer, Met-Coil and Mestek are "persons" as defined in § 6903(15) of RCRA.

49. The TCE and other solvents released from the above ground storage tank and pitted vapor degreaser at the Lockformer manufacturing facility and the resulting contaminated media are solid wastes or hazardous wastes as defined in RCRA §§ 6903(5) and (27).

50. The violations and claims alleged in this Count II were caused by the failure of the Lockformer Defendants to comply with the corrective action standards, requirements and regulations effective under RCRA, Subchapter IX and Title 40, Chapter I, Section 280 of the Code of Federal Regulations. Such violations give rise to citizen civil action under §6972(a)(1)(A) of RCRA.

51. In accordance with § 6972(b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated June 21, 2001, to Defendants Lockformer, Met-Coil and Mestek providing them with prior notice of the violations alleged and the claims made in this Count. Copies of the letters were also sent in like manner to the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), the Attorney General of the United States, the Regional Administrator for Region V of the U.S. EPA, and the Director of the Illinois Environmental Protection Agency, in accordance with 40 C.F.R. 254. These letters were received by the Lockformer Defendants more than 90 days prior to the filing of this Complaint. The Administrator of the United States Environmental Protection Agency has not commenced any "action in a court of the United States or a State" of any type, let alone the type of action specifically delineated and specified in § 7002(b)(1)(B) of RCRA. The State of Illinois has commenced an action against Defendants, but such action was not of the type specifically delineated and specified in § 7002(b)(1)(B), and the State has not brought such action pursuant to any delegated RCRA authority and is not seeking to require compliance with any RCRA permit, RCRA standard, RCRA regulation, RCRA condition, RCRA requirement, RCRA prohibition or

RCRA order. Hence, the State's action against Defendants is not a bar to Plaintiffs' citizen suit claims under RCRA § 6972(a)(1)(A).

52. Pursuant to RCRA § 6972(b)(2)(F), Plaintiffs will serve a copy of this Amended Complaint on the Attorney General of the United States and the Administrator of the U.S. EPA.

53. This Court has jurisdiction pursuant to § 6972(a) of RCRA to order the Defendants to take any actions necessary to abate the conditions which present an imminent and substantial endangerment to health or the environment and to refrain from taking any actions in violation of RCRA and the regulations promulgated pursuant thereto, and to impose any appropriate civil penalties.

COUNT III

RCRA - § 6972(a)(1)(B)

54. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 54 of this Count III, as though fully set forth herein.

55. Defendants Lockformer Met-Coil and Mestek are "persons" as defined in § 6903(15) of RCRA.

56. The TCE and other solvents released from the above ground storage tank and pitted vapor degreaser at the Lockformer manufacturing facility and the resulting contaminated media are solid wastes or hazardous wastes as defined in RCRA §§ 6903(5) and (27).

57. Defendants Lockformer, Met-Coil and Mestek have engaged in the handling, storage, treatment, transportation or disposal of solid wastes or hazardous wastes in a manner which has contributed to and is contributing to the contamination of the Lockformer Property, the Met-Coil Property and the Plaintiffs' properties. Specifically, the Defendants' handling and

storage of TCE and other solvents and the leaking of such products into the environment, constituting improper disposal of solid or hazardous wastes, have and continue to present an imminent and substantial endangerment to health and the environment by polluting or threatening to pollute the soil, surface water, groundwater, and air at, in, on, beneath and around the Lockformer Property and the Met-Coil Property. As contributors to this hazardous condition, Defendants Lockformer, Met-Coil and Mestek are subject to suit pursuant to § 6972(a)(1)(B) of RCRA.

58. In accordance with § 6972(b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated June 21, 2001, to Defendants Lockformer, Met-Coil and Mestek providing them with prior notice of the violations alleged and the claims made in this Count. Copies of the letters were also sent in like manner to the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), the Attorney General of the United States, the Regional Administrator for Region V of the U.S. EPA, and the Director of the Illinois Environmental Protection Agency in accordance with 40 C.F.R. 254. These letters were received by the Lockformer Defendants more than 90 days prior to the filing of this Complaint. The Administrator of the united States Environmental Protection Agency has not initiated or taken any of the actions specified in Section 7002(b)(2)(B)(i), (ii), or (iii) which would preclude Plaintiffs from pursuing a claim herein under Section 7002(a)(1)(B). The Administrator has issued an administrative order under Section 106 of CERCLA against Defendants Lockformer and Met-Coil. However, that administrative order is limited in scope to investigation and remediation on the Lockformer Property itself, and expressly provides that it is the role of the IEPA to oversee investigation and cleanup of "the TCE groundwater contamination in Lisle." Because the relief sought herein by Plaintiffs under Section 7002 (a)(1)(B) - - including, inter

alia, permanent hook ups of residences within the Class area to a safe water supply and abatement of TCE groundwater and air contamination beyond that present on the Lockformer Property itself - - is beyond the scope of the above referenced administrative order, Plaintiffs' Section 7002(a)(1)(B) claim is not barred by Section 7002(b)(2)(B)(iv). The State of Illinois has commenced an action against Defendants, but such action was not of the type specifically delineated and specified in § 7002(b)(2)(C) of RCRA. Hence, the State's action against Defendants is not a bar to Plaintiffs' citizen suits claims under RCRA § 6972(a)(1)(B).

59. Pursuant to RCRA § 6972(b)(2)(F), Plaintiffs will serve a copy of this Amended Complaint on the Attorney General of the United States and the Administrator of the U.S. EPA.

60. This Court has jurisdiction pursuant to § 6972(a) of RCRA to order the Defendants to take any actions necessary to abate the conditions which present an imminent and substantial endangerment to health or the environment and to refrain from taking any actions in violation of RCRA and the regulations promulgated pursuant thereto, and to impose any appropriate civil penalties.

COUNT IV

RCRA - § 6972(a)(1)(A)

61. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 61 of this Count IV, as though fully set forth herein.

62. Defendant Honeywell is a "person" as defined in § 6903(15) of RCRA.

63. The underground degreasing sump, the TCE storage tank and the associating piping referenced in paragraphs 14-18 were inter-connected and worked together as a single, unified degreasing system (hereinafter the "Degreasing System"). Given its underground

characteristics, the Degreasing System was an "underground storage tank" (within the meaning of RCRA Section 9001(1), 42 U.S.C. §6991(1), and 40 C.F.R. §280.12), subject to regulation under RCRA, Subchapter IX and Title 40, Chapter I, Section 280 of the Code of Federal Regulation. Honeywell owned and/or operated the Degreasing System. The TCE and other solvents released from the Degreasing System onto the Lockformer Property and the resulting contaminated media are solid wastes or hazardous wastes as defined in RCRA §§6903(5) and (27).

64. The violations and claims alleged in this Count IV were caused by the failure of Defendant Honeywell to comply with the following standards, requirements and regulations effective under RCRA, Subchapter IX and Title 40, Chapter I, Section 280 of the Code of Federal Regulations: Section 280.30 (requiring spill and overflow control); Sections 280.40, 280.42-44 (requiring release detection, such as secondary containment); Section 280.50-53 (requiring release reporting, investigation and confirmation); and Section 280.60-67 (requiring release response and corrective action).

65. In accordance with § 6972(b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated June 21, 2001, to Defendant Honeywell providing Honeywell with prior notice of the violations alleged and the claims made in this Count. Copies of the letter were also sent in like manner to the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), the Attorney General of the United States, the Regional Administrator for Region V of the U.S. EPA, and the Director of the Illinois Environmental Protection Agency, in accordance with 40 C.F.R. 254. This letter was received by Honeywell more than 90 days prior to the filing of this Complaint. The Administrator of the United States Environmental Protection Agency has not commenced any action against

Honeywell, including any action of the type specifically delineated and specified in §7002(b)(1)(B) of RCRA. The State of Illinois has commenced an action against Honeywell, but such action was not of the type specifically delineated and specified in § 7002(b)(1)(B) of RCRA, and the State has not brought such action pursuant to any delegated RCRA authority and is not seeking to require compliance with any RCRA permit, RCRA standard, RCRA regulation, RCRA condition, RCRA requirement, RCRA prohibition or RCRA order. Hence, the State's action against Defendant Honeywell is not a bar to Plaintiffs' citizen suit claims under RCRA § 6792(a)(1)(A).

66. Pursuant to RCRA § 6972(b)(2)(F), Plaintiffs will serve a copy of this Amended Class Action Complaint on the Attorney General of the United States and the Administrator of the U.S. EPA.

67. This Court has jurisdiction pursuant to § 6972(a) of RCRA to order the Defendants to take any actions necessary to abate the conditions which present an imminent and substantial endangerment to health or the environment and to refrain from taking any actions in violation of RCRA and the regulations promulgated pursuant thereto, and to impose any appropriate civil penalties.

COUNT V

RCRA - § 6972(a)(1)(B)

68. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 68 of this Count V, as though fully set forth herein.

69. Defendant Honeywell is a "person" as defined in § 6903(15) of RCRA.

70. The TCE and other solvents released from the above ground storage tank and pitted vapor degreaser at the Lockformer manufacturing facility and the resulting contaminated media are solid wastes or hazardous wastes as defined in RCRA §§ 6903(5) and (27).

71. Defendant Honeywell has engaged in the handling, storage, treatment, transportation or disposal of solid wastes or hazardous wastes in a manner which has contributed to and is contributing to the contamination of the Lockformer Property, the Met-Coil Property and the Plaintiffs' properties. Specifically, the Defendant's transportation, delivery, handling and storage of TCE and other solvents and the leaking of such products into the environment, constituting improper disposal of solid or hazardous wastes, have and continue to present an imminent and substantial endangerment to health and the environment by polluting or threatening to pollute the soil, surface water, groundwater, and air at, in, on, beneath and around the Lockformer Property and the Met-Coil Property. As contributors to this hazardous condition, Defendant Honeywell is subject to suit pursuant to § 6972(a)(1)(B) of RCRA.

72. In accordance with § 6972 (b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated June 21, 2001, to Defendant Honeywell providing it with prior notice of the violations alleged and the claims made in this Count. Copies of the letter were also sent in like manner to the Administrator of the United States Environmental Protection Agency ("U.S. EPA"), the Attorney General of the United States, the Regional Administrator for Region V of the U.S. EPA, and the Director of the Illinois Environmental Protection Agency in accordance with 40 C.F.R. 254. This letter was received by Defendant Honeywell more than 90 days prior to the filing of this Complaint. The Administrator of the United States Environmental Protection Agency has not initiated or taken any of the actions specified in Section 7002(b)(2)(B)(i), (ii), or (iii) which would preclude Plaintiffs from pursuing

a claim herein under Section 7002(a)(1)(B). The Administrator has issued an administrative order under Section 106 of CERCLA against Defendants Lockformer and Met-Coil. However, that administrative order is limited in scope to investigation and remediation on the Lockformer Property itself, and expressly provides that it is the role of the IEPA to oversee investigation and cleanup of "the TCE groundwater contamination in Lisle." Because the relief sought herein by Plaintiffs under Section 7002 (a)(1)(B) - - including, inter alia, permanent hook ups of residences within the Class area to a safe water supply and abatement of TCE groundwater and air contamination beyond that present on the Lockformer Property itself - - is beyond the scope of the above referenced administrative order, Plaintiffs' Section 7002(a)(1)(B) claim is not barred by Section 7002(b)(2)(B)(iv). The State of Illinois has commenced an action against Defendant Honeywell, but such action was not of the type specifically delineated and specified in § 7002(b)(2)(C) of RCRA. Hence, the State's action against Defendant Honeywell is not a bar to Plaintiffs' citizen suits claims under RCRA § 6972(a)(1)(B).

73. Pursuant to RCRA § 6972(b)(2)(F), Plaintiffs will serve a copy of this Amended Complaint on the Attorney General of the United States and the Administrator of the U.S. EPA.

74. This Court has jurisdiction pursuant to § 6972(a) of RCRA to order the Defendant to take any actions necessary to abate the conditions which present an imminent and substantial endangerment to health or the environment and to refrain from taking any actions in violation of RCRA and the regulations promulgated pursuant thereto, and to impose any appropriate civil penalties.

COUNT VI

NEGLIGENCE

75. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 75 of this Count VI, as though fully set forth herein.

76. Defendants had a duty to Plaintiffs and the Class not to permit or allow hazardous substances at the Lockformer Property and the Met-Coil Property to invade adjacent residential properties. Defendants also had a duty to promptly respond to any releases of contaminants in a manner which would prevent further migration of the contaminants.

77. Defendants have breached these duties by their negligent acts and omissions in operating and maintaining the facility and by their failure to promptly and effectively address such contamination to prevent further migration of the contaminants.

78. Defendants' breach of their duties to Plaintiffs and the Class have caused substantial injury and damage to Plaintiffs and the Class, including, but not limited to, injury in the form of damages to their property.

COUNT VII

PRIVATE NUISANCE

79. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 though 38 of the Common Allegations as paragraph 79 of this Count VII, as though fully set forth herein.

80. On information and belief, the contamination of the soils and groundwater at, in, on or beneath Lockformer Property, the Met-Coil Property, and residential properties adjacent to and in the area of said properties occurred and persists because Defendants negligently

maintained and operated the Lockformer facility, and because Defendants acted negligently and recklessly in failing to address the contamination.

81. Defendants' contamination of the soils and groundwater and their failure to address such contamination constituted an unreasonable, unwarranted and unlawful use of the Lockformer Property and the Met-Coil Property and have substantially interfered with Plaintiffs' and the Class members' reasonable use, development and enjoyment of their properties.

82. As alleged above, Plaintiffs and the Class members have incurred substantial damage as a result of Defendants' creation and maintenance of such contamination constituting a private nuisance.

COUNT VIII

TRESPASS

83. Plaintiffs, individually and on behalf of the Class as defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 83 of this Count VIII, as though fully set forth herein.

84. Defendants had a duty not to permit or allow hazardous substances used or stored at the Lockformer Property and Met-Coil Property to invade adjacent residential properties. Defendants also had a duty not to allow the continuance of this wrongful trespass. Defendants have breached these duties by their wrongful acts and omissions resulting in the contamination and failure to take action to prevent further migration of the contamination.

85. Defendants' wrongful acts and omissions have resulted in releases of contaminants from the Lockformer Property and Met-Coil Property into the environment and the migration of such contaminants at, in, on or beneath other properties in the area, without consent of the Plaintiffs or Class members.

86. The invasion of the adjacent real property exclusively possessed by Plaintiffs and the Class – by contamination released by Defendants – was due to unreasonable, unwarranted, and unlawful conduct of Defendants and constitutes a wrongful trespass upon the land owned by Plaintiffs and Class members.

87. As a result of Defendants' wrongful trespass, the lawful rights of Plaintiffs and the Class to use and enjoy their property have been substantially interfered with, and Plaintiffs and the Class have been damaged.

COUNT IX

WILFULL AND WANTON MISCONDUCT

88. Plaintiffs, individually and on behalf of the Class as defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as Paragraph 88 of this Count IX, as though fully set forth herein.

89. Defendants have acted in a wanton and willful manner and in reckless indifference to the safety of Plaintiffs' and the Class members' health and property, and to the safety of the general public, in the following ways:

(a) Defendants allowed hazardous chlorinated solvents to routinely and frequently spill onto the ground over the course of over twenty years without appropriate safeguards to prevent or remedy such releases;

(b) Defendants used the degreaser system which allowed hazardous chlorinated solvents to escape to the ground of the Lockformer and Met-Coil properties, and to then migrate to property owned by Plaintiffs and the Class;

(c) Defendants used hazardous chlorinated solvents to clean the floors of its facility;

(d) Defendants stored its hazardous chlorinated solvents in a tank which was not equipped with safeguards to prevent the release, discharge, spillage or escape of said substances;

(e) Defendants failed, for at least fifteen years, to determine the impact of the contamination on its property to the private water wells used by Plaintiffs and members of the Class, when Defendants knew or should have known of the likelihood that these private water wells were likely contaminated;

(f) Defendants assured the general public, including Plaintiffs and the Class, that private wells would not be contaminated when Defendants knew or should have known that such assurances were false; and

(g) Notwithstanding knowledge of the highly contaminated character of their property, and of the risks posed to Plaintiffs and Class members thereby, Defendants have failed and refused to undertake any remediation efforts whatsoever.

90. As a direct and proximate result of the willful, wanton and reckless acts and/or omissions of Defendants, Plaintiffs and the Class have sustained damages.

COUNT X

CERCLA COST RECOVERY, 42 U.S.C. §9607(a)

91. Plaintiffs, individually and on behalf of the Class defined herein, reallege and incorporate by reference paragraphs 1 through 38 of the Common Allegations as paragraph 91 of this Count X, as though fully set forth herein.

92. Defendant Honeywell is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. §9601(21).

93. On information and belief, Honeywell owned and/or operated certain "facilities" within the meaning of Sections 101(9), 101(20) and 107(a) of CERCLA, 42 U.S.C. §§9601(9), 9601(20), and 9607(a). The "facilities" include Honeywell's tanker trucks used to deliver TCE to the Lockformer Property, as well as the storage tank component of the degreasing system.

94. TCE is a "hazardous substance" within the meaning of Section 101(14) of CERCLA, 42 U.S.C.§ 9601(14).

95. Upon information and belief, during Honeywell's ownership and/or operation of the "facilities" referenced in paragraph 98, there were "disposals" and "releases" of TCE (within the meaning of 42 U.S.C. §§6903(3), 9601(29) and 9601(22)) from both the Honeywell tanker trucks and the storage tank component of the degreasing system via spillage and leaks from same onto the ground at the Lockformer Property.

96. The "disposals" and "releases" referenced in the preceding paragraph have migrated to Plaintiffs' properties.

97. Defendant Honeywell is thus strictly liable under Section 107(a)(2) of CERCLA, 42 U.S.C. §9607(a)(2), because it owned and/or operated the facilities referenced in paragraph 93 above at such times when hazardous substances were released and disposed of from Honeywell's facilities onto the Lockformer Property.

98. As a result of the above alleged disposals and releases of hazardous substances, Plaintiffs and the Class have incurred necessary costs of response that are consistent with the national contingency plan (within the meaning of 42 U.S.C. §9607(a)), and will continue to incur such costs in the future.

Relief Requested as to All Counts

WHEREFORE, Plaintiffs request that this Court enter judgment in their favor and in favor of the Class and against Defendants, and pray:

A. that the Court certify Plaintiffs' action as a class action on behalf of all others similarly situated, appoint Plaintiffs' counsel as counsel for the Class, and order that Notice be given to the Class of this action;

B. that the Court declare that Defendants are liable under Section 107(a) of CERCLA for the response costs incurred by Plaintiffs and the Class in connection with the release of hazardous substances, including pre-judgment interest on such costs and order that Defendants reimburse Plaintiffs and the Class for such response costs;

C. that the Court award Plaintiffs and the Class judgment for all response costs including pre-judgment interest, incurred by Plaintiffs and the Class as of the trial of this matter; and, such other and further relief as the Court deems proper;

D. that the Court preliminarily and permanently restrain and enjoin Defendants from continuing to permit the continued presence of contamination at, in, on, beneath, or adjacent to their properties which may present an imminent and substantial endangerment to health or the environment and require that Defendants immediately investigate and remedy such contamination;

E. that the Court award Plaintiffs and the Class compensatory, punitive and other appropriate damages in an amount to be determined by the evidence at trial;

F. that the Court immediately order Defendants to provide a permanent, safe domestic water supply to the Plaintiffs and the Class;

G. that the Court preliminarily and permanently enjoin Defendants from further spillage or release of hazardous chlorinated solvents on the Lockformer and Met-Coil Properties;

H. that the Court disgorge Defendants of the profits and benefits Defendants have enjoyed from their failure to determine the full extent of contamination on all property that it does not own and restore any such contaminated property to its pre-contaminated condition;

I. that the Court award Plaintiffs and the Class punitive damages in an amount sufficient to deter Defendants and other companies and/or individuals who are similarly situated from acting in a similar manner;

J. that the Court award attorney's fees to Plaintiffs and the Class, and;

K. that the Court award Plaintiffs and the Class their costs of suit and such other and further relief as the Court deems just and proper.

Jury Trial Demanded

Plaintiffs request trial by jury on all issues so triable.

Dated: December 5, 2001

Respectfully submitted,

THERESA MEJDRECH, DANIEL MEJDRECH, MARY BENO, MARK BENO, individually, and on behalf of all persons similarly situated,

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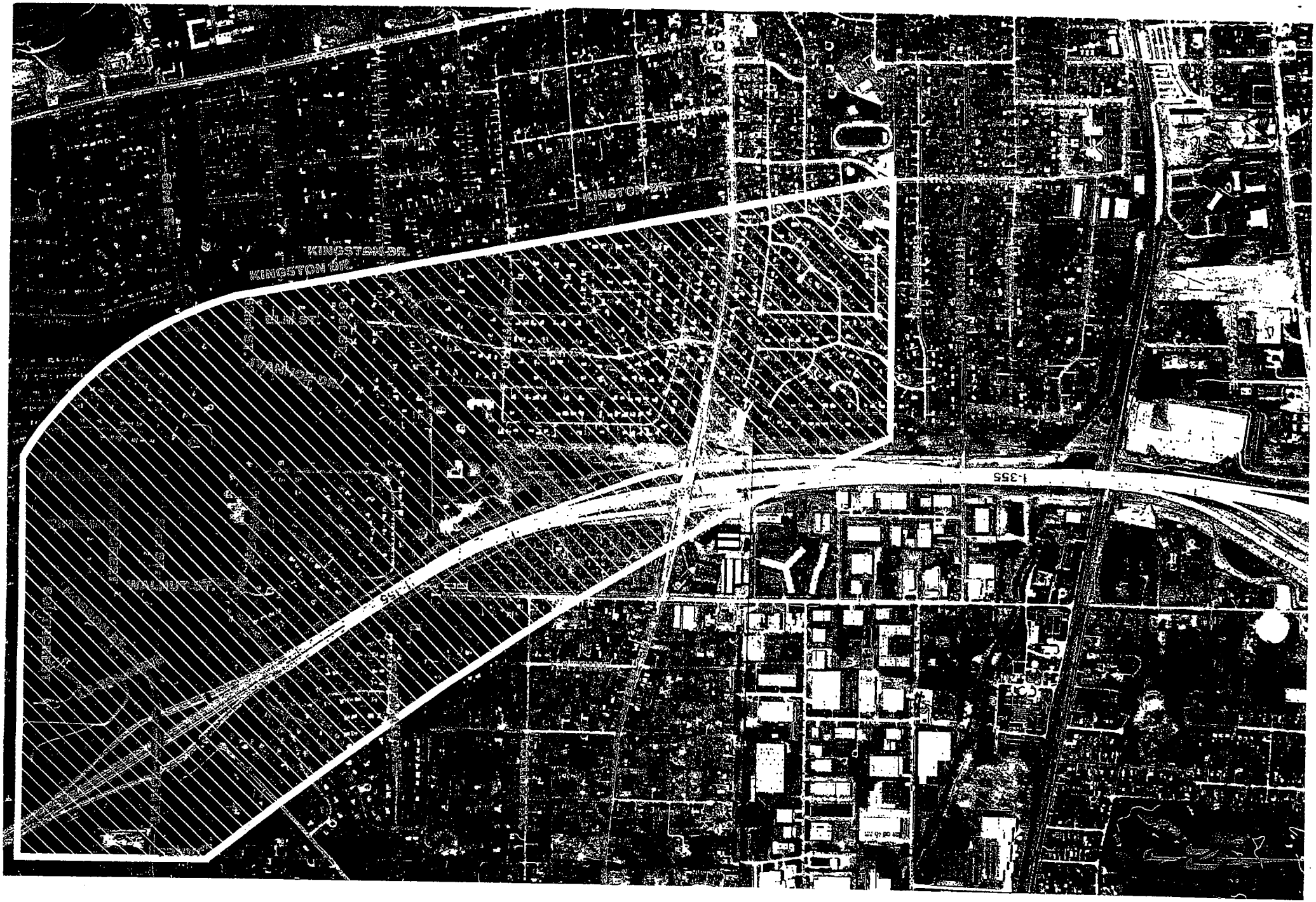

Exhibit 1