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

OCT 30 2001

TERESA LeCLERCQ, AL LeCLERCQ, JAN MATISIAK, WALT MATISIAK, individually, and on behalf of all persons similarly situated,	)	
Plaintiffs,	)	
v.	)	Court No.: 00 C 7164
THE LOCKFORMER COMPANY, a division of **MET-COIL SYSTEMS CORPORATION**, a Delaware corporation; and **MESTEK, INC.**, a Pennsylvania corporation,	)	
Defendants.	)	

FILED

OCT 29 2001

MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

NOTICE OF FILING

TO: All Counsel of Record

PLEASE TAKE NOTICE that on the 29th day of October, 2001, there was filed with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, **Honeywell's Answer, Defenses and Crossclaims to Plaintiffs' Third Amended Class Action Complaint For Injunctive, Declaratory and Other Relief**, a copy of which is attached hereto and hereby served upon you.

Respectfully submitted,

Attorney for Defendants

Robert L. Shuftan
H. Roderic Heard
Anthony G. Hopp
Joseph F. Madonia
WILDMAN, HARROLD, ALLEN & DIXON
225 West Wacker Drive
Chicago, IL 60606
(312-201-2000

128

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

TERESA LeCLERCQ, AL LeCLERCQ, JAN MATISIAK, WALT MATISIAK, individually, and on behalf of all persons similarly situated,	
Plaintiff,	No. 00 C 7164
v.	
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,	Judge Harry D. Leinenweber Magistrate Judge Schenkier
Defendants.	JURY TRIAL DEMANDED

HONEYWELL'S ANSWER, DEFENSES AND CROSSCLAIMS TO PLAINTIFFS' THIRD AMENDED CLASS ACTION COMPLAINT FOR INJUNCTIVE, DECLARATORY AND OTHER RELIEF

Defendant, HONEYWELL INTERNATIONAL INC. ("Honeywell"), by its attorneys, Wildman, Harrold, Allen & Dixon, answers Plaintiffs' Third Amended Complaint as follows:

1. This is a class action brought by and on behalf of the owners and residents of more than 200[1] homes and properties located directly south, and directly hydrologically downgradient, of the Lockformer manufacturing facility in Lisle, DuPage County, Illinois. Plaintiffs, who rely exclusively on private wells as their source of water for their homes, recently discovered that the water in their homes, and on their properties, has been polluted with dangerous chemicals, including trichloroethylene ("TCE"), a known human carcinogen and mutagen, due to releases of hazardous chemicals from properties and facilities owned and operated by the Defendants. In some cases, the contamination discovered is at levels many times in excess of federal safe drinking water standards and has been present in Plaintiffs' wells for as many as twenty years. Furthermore, Defendants have known for at least fifteen years that

[1] Plaintiffs respectfully acknowledge the Class identified by the Court in its Memorandum Opinion and Order of February 23, 2001. Plaintiffs however, reserve their right to seek enlargement of the Class as future information becomes available on the scope of the contamination alleged.

128

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 for the injuries sustained by Plaintiffs.

ANSWER:

To the extent that the allegations of Paragraph 1 are directed to Defendants other than Honeywell, Honeywell is not required to answer. Honeywell admits that Plaintiffs purport to bring this case as a class action, and that Plaintiffs allege various chemical impacts upon their private wells. Honeywell also admits that Plaintiffs seek an injunction and an order requiring Defendants to perform certain environmental work and to pay for alleged damages. Honeywell denies that Plaintiffs are entitled to the requested relief and denies all remaining allegations set forth in Paragraph 1 of Plaintiffs' Third Amended Complaint.

Plaintiffs

2. Plaintiffs, Al and Teresa LeClercq, are citizens of the State of Illinois and reside at 619 Reidy Road, in Lisle, Illinois. They own the property located at 619 Reidy Road.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

3. Plaintiffs, Walt and Jan Matisiak, are citizens of the State of Illinois and reside at 603 Front Street, in Lisle, Illinois. They own the property located at 602 Front Street, 603 Front Street and 625 Front Street.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

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 no longer an independent company, but is now a division of Met-Coil, which, upon information and belief, succeeded to the assets and liabilities of Lockformer.

ANSWER:

Since the allegations set forth in Paragraph 4 of Plaintiffs' Third Amended Complaint are not directed to Honeywell, Honeywell is not required to answer.

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 directly north and hydrologically upgradient of the properties owned and/or inhabited by Plaintiffs.

ANSWER:

Since the allegations set forth in Paragraph 5 of Plaintiffs' Third Amended Complaint are not directed to Honeywell, Honeywell is not required to answer.

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 directly north and hydrologically upgradient of the properties owned and/or inhabited by Plaintiffs.

ANSWER:

To the extent that the allegations set forth in Paragraph 6 of Plaintiffs' Third Amended Complaint are not directed to Honeywell, Honeywell is not required to answer. Honeywell denies the remaining allegations of Paragraph 6 of Plaintiffs' Third Amended Complaint.

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.

ANSWER:

Since the allegations set forth in Paragraph 7 of Plaintiffs' Third Amended Complaint are not directed to Honeywell, Honeywell is not required to answer.

8. On information and belief, Allied Signal Inc. ("Allied Signal")[sic], 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.

ANSWER:

Honeywell admits that it is a Delaware corporation with its principal place of business in Morristown, New Jersey. Honeywell denies the remaining allegations of Paragraph 8 of Plaintiffs' Third Amended Complaint.

9. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1367, 42 U.S.C. § 9607(a) and 42 U.S.C. § 6972, 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 the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et. seq.* ("CERCLA"). The claims in Count II, Count III, Count IV and Count V are predicated upon and seek relief under the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6901 *et. seq.*

ANSWER:

Honeywell admits that Plaintiffs' Third Amended Complaint purports to seek relief under CERCLA and RCRA, but denies that those statutes entitle Plaintiffs to their requested relief. The remaining allegations of Paragraph 9 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer.

10. Additionally, this court has jurisdiction of this matter pursuant to 28 U.S.C. § 1332(a)(1), based upon the diversity of citizenship of all parties and the amount in controversy exceeding the jurisdictional minimum of $75,000. Plaintiffs are citizens of the State of Illinois. Defendant Lockformer, a division of Met-Coil, is a citizen of Delaware and Iowa. Defendant

Mestek is a citizen of Pennsylvania and Massachusetts. Defendant Honeywell is a citizen of Delaware and New Jersey.

ANSWER:

Honeywell admits that it is a citizen of Delaware and New Jersey, but denies that this Court has diversity jurisdiction based upon the alleged citizenship of the other Defendants. Honeywell lacks information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 10 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

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

ANSWER:

Honeywell denies that the state law claims in Counts VI through IX of Plaintiffs' Third Amended Complaint form part of the "same case or controversy" as the claims in Counts I through V and Count X. The remaining allegations of Paragraph 11 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer.

12. 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.

ANSWER:

Honeywell admits that Plaintiffs allege that the properties at issue in this case are located in this judicial district. Honeywell further admits that Plaintiffs allege that certain activities occurred in this judicial district. To the extent that the remaining allegations of Paragraph 12 of Plaintiffs' Third Amended Complaint are legal conclusions, they require no answer. Honeywell denies the remaining allegations of Paragraph 12 of Plaintiffs' Third Amended Complaint.

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

ANSWER:

Since the allegations set forth in Paragraph 13 of Plaintiffs' Third Amended Complaint are not directed to Honeywell, Honeywell is not required to answer.

14. 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 approximately twelve 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 500 gallon rooftop storage tank located near the west wall of the Lockformer facility. On information and belief, the rooftop tank was owned and installed by Baran Blakeslee, a subsidiary of Allied Signal.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 14 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell admits that a subsidiary of AlliedSignal (Baron Blakeslee) owned a TCE storage tank located on the Lockformer property for some period of time, but denies that its ownership of that tank lasted from 1968 through 1997. Honeywell denies the remaining allegations set forth in Paragraph 14 of Plaintiffs' Third Amended Complaint.

15. On 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. During this timeframe, on information and belief, the exclusive supplier of TCE to Lockformer was Defendant Honeywell (formerly operating as Allied Signal).

ANSWER:

Honeywell admits that AlliedSignal was a supplier of TCE to Lockformer from 1969 until 1992. Honeywell denies the remaining allegations set forth in Paragraph 15 of Plaintiffs' Third Amended Complaint.

16. From approximately 1968 until 1992, Allied Signal spilled TCE on the ground at the Lockformer property each time it refilled the rooftop TCE storage tank. At all relevant times, Lockformer knew or should have known of this conduct.

ANSWER:

Plaintiffs' allegation in Paragraph 16 with respect to Lockformer's knowledge of activities on its property is not directed to Honeywell and, therefore, no answer is required. Honeywell denies the remaining allegations set forth in Paragraph 16 of Plaintiffs' Third Amended Complaint.

17. Additionally, from 1968 until at least 1997, chlorinated solvents, including TCE, were released into the ground around and beneath the Lockformer property through the pitted vapor degreaser, by use of the chlorinated solvents to clean the floor of the Lockformer facility, by discharge from the rooftop TCE tank, and by refilling of the rooftop TCE tank.

ANSWER:

Honeywell denies those portions of Paragraph 17 of Plaintiffs' Third Amended Complaint which allege releases of chlorinated solvents into the ground by discharge from the rooftop TCE tank and by refilling the rooftop TCE tank. With respect to allegations pertaining to Lockformer's use of the pitted vapor degreaser and its alleged use of solvents to clean the floor of the facility, Honeywell lacks information sufficient to form a belief as to the truth of those allegations and, therefore, denies them. Honeywell denies the remaining allegations of Paragraph 17 of Plaintiffs' Third Amended Complaint.

18. Defendants claimed to have discovered, for the first time in 1992, that the ground adjacent to the facility in the area of the overflow pipe was contaminated with chlorinated solvents, including TCE. Further, Defendants' investigation identified high levels of these same hazardous chemicals in soil borings from locations within the building and adjacent to the 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.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 18 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 18 of Plaintiffs' Third Amended Complaint.

19. Defendants have never fully defined the extent of the contamination on and emanating from the Lockformer Property, nor have they determined the impact of the contamination on the surrounding properties, despite knowledge, for at least fifteen years, that TCE was regularly released on its property and the threat it posed to the safety of the general public.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 19 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 19 of Plaintiffs' Third Amended Complaint.

20. On August 28, 2000, the Village of Lisle held a Board of Trustees meeting concerning the Lockformer Defendants' request that the Village pass a ground water ordinance restricting the use of groundwater in the area so that the State of Illinois would issue a No Further Remediation Letter to Lockformer. This was Plaintiffs' first notice of the presence of spilled TCE on the Lockformer Defendants' property.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 20 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

21. Plaintiffs thereafter undertook an investigation concerning the Lockformer Defendants' requested ground water ordinance, and for the first time discovered the history of the releases from the Lockformer facility. Plaintiffs retained an environmental consultant to review the matter. Based upon information from Lockformer and public documents, Plaintiffs and their consultant 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 directly upgradient of Plaintiffs' residences, and within and above a groundwater aquifer used by many of the Plaintiffs as their domestic water supply source.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 21 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

22. Based on these discoveries, Plaintiffs' consultant recommended to Plaintiffs testing to analyze water samples from their homes. The tests showed that the groundwater aquifer used by the Plaintiffs as their domestic water supply source is contaminated with chlorinated solvents, including TCE. In most locations, the tests of tap water samples revealed the presence of these chemicals in excess of the maximum contamination level goal set by federal and state government.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 22 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

23. As a result of these test results, on December 18, 19 and 20, 2000, the Illinois EPA ("IEPA") collected potable water samples from forty-eight (48) homes located directly south of Lockformer's manufacturing facility. Of the 48 potable water samples collected, thirty-four (34) samples showed the presence of TCE in excess of maximum contamination level goals.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 23 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

24. Based upon the information reviewed and the initial test results, Plaintiffs' consultant has calculated that TCE from the Lockformer Defendants' properties migrated off those properties and into Plaintiffs' water source beginning at least twenty years ago.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 24 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

25. Plaintiffs have disclosed the results of their tests to the Lockformer Defendants, and, based upon their consultant's observations and conclusions, have demanded that the

Lockformer Defendants provide them with a permanent source of safe water to drink and use in their homes. However, these Defendants have refused to do this.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 25 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell lacks information sufficient to form a belief as to the truth of the remaining allegations set forth in Paragraph 25 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

26. Plaintiffs' investigation has revealed that groundwater at, in, on and beneath their properties has been contaminated by various hazardous chemicals, including TCE. These hazardous substances released from the Defendants' properties appear to have migrated, and continue 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 many years to potentially dangerous levels of these chemicals through ingestion, dermal exposure, and inhalation. Defendants have known for many years of the health threats to Plaintiffs and have intentionally and knowingly failed to notify Plaintiffs of these threats, or to perform investigation and remediation concerning such threats.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 26 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell denies each of the remaining allegations set forth in Paragraph 26 of Plaintiffs' Third Amended Complaint.

27. The releases and spills of hazardous substances from the Lockformer Property and the Met-Coil Property and the subsequent migration of such substances from both properties to the property 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, transportation, delivery, investigation and cleanup of the hazardous substances, and improper maintenance, installation and operation of equipment using TCE and other hazardous substances.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 27 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell denies each of the remaining allegations set forth in Paragraph 27 of Plaintiffs' Third Amended Complaint.

28. 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 the Lockformer Defendants' property; failing, for at least eight years, to notify Plaintiffs of the groundwater contamination emanating from the Lockformer and Met-Coil properties; and falsely assuring the general public, including on August 28, 2000, that Plaintiffs' groundwater would not be affected by the contamination on the Lockformer and Met-Coil Properties.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 28 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell denies each of the remaining allegations set forth in Paragraph 28 of Plaintiffs' Third Amended Complaint.

29. 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.

ANSWER:

Denied.

30. The release of these chemicals by Defendants present 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.

ANSWER:

Denied.

31. The contamination resulting from the releases has not been fully defined, but continues to damage and threaten Plaintiffs' health and property. Notwithstanding Defendants' knowledge of these releases, and the threats posed, the Defendants not only failed to apprise those affected concerning the releases, but wrongly and falsely assured Plaintiffs that their water supply would not be affected, and have refused to address the releases so as to mitigate the threats posed.

ANSWER:

To the extent that Plaintiffs' allegations in Paragraph 31 are directed to Defendants other than Honeywell, Honeywell is not required to answer them. Honeywell denies each of the remaining allegations set forth in Paragraph 31 of Plaintiffs' Third Amended Complaint.

32. 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.

ANSWER:

Denied.

33. 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 is likely not marketable and thus is potentially valueless and, 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.

ANSWER:

Denied.

34. 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.

ANSWER:

Denied.

35. 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.

ANSWER:

Denied.

36. 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.

ANSWER:

Denied.

37. 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.

ANSWER:

Honeywell admits that Plaintiffs purport to bring claims in their own names and on behalf of a class of all persons similarly situated, and that Plaintiffs purport to invoke Rule 23. Honeywell denies that Plaintiffs properly invoke Rule 23, and denies each of the remaining allegations set forth in Paragraph 37 of Plaintiffs' Third Amended Complaint.

38. The Class consists of all persons who own or reside in property that has been impacted, or a threat exists that it will be impacted, by chlorinated solvents released at or from the Lockformer and/or Met-Coil Properties. This property is located directly south of the Lockformer property and includes the property on the north and south sides of Front Street, Reidy Road, Hitchcock Avenue and Gamble Drive. This area is bounded to the West by Kingston Avenue, including any homes on the east side of Kingston Avenue and bounded to the east by Westview Lane including any homes on the eastside of Westview Lane.[2]

[2] This area has been identified as the Class according to the Court's Memorandum Opinion and Order of February 23, 2001. Plaintiffs reserve the right to seek enlargement of the Class as future information concerning the area affected by the alleged contamination warrants.

ANSWER:

Denied.

39. 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 400 homes, and, therefore, the number of class members also exceeds 400 people, and likely includes in excess of 800 people.

ANSWER:

Denied.

40. 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.

ANSWER:

Denied.

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

ANSWER:

Denied.

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

ANSWER:

Denied.

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

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 43 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

COUNT I

44. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 44 of this Count I, as though fully set forth herein.

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

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

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

46. On information and belief, from approximately 1968 to the present, Defendants Lockformer, Met-Coil and Mestek 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.

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

47. 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).

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

48. 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.

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

49. Defendants' release has migrated to Plaintiffs' wells and there is no other likely source for the hazardous substances released into the Plaintiffs' water supply.

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

50. Defendants Lockformer, Met-Coil and Mestek 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.

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

51. As a result of the releases of hazardous substances, Plaintiffs and the Class have incurred "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).

ANSWER:

Since the allegations of Count I are not directed to Honeywell, no answer is required.

COUNT II

52. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 52 of this Count II, as though fully set forth herein.

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

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

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

54. 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).

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

55. 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.

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

56. In accordance with § 6972(b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated November 2, 2000, 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 of any kind against Defendants, including any action of the type specifically delineated and specified in § 7002(b)(1)(B) of RCRA. The State of Illinois, subsequent to the filing of this lawsuit, 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).

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

57. 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.

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

58. 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.

ANSWER:

Since the allegations of Count II are not directed to Honeywell, no answer is required.

COUNT III

59. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 59 of this Count III, as though fully set forth herein.

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

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

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

61. 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).

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

62. 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.

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

63. In accordance with § 6972(b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated November 2, 2000, 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 Protection Agency has not commenced any action against the Lockformer Defendants, including any action of the type specifically delineated and specified in § 7002(b)(2)(B) of RCRA. The State of Illinois, subsequent to the filing of this lawsuit, 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).

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

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

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

65. 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.

ANSWER:

Since the allegations of Count III are not directed to Honeywell, no answer is required.

COUNT IV

66. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 66 of this Count IV, as though fully set forth herein.

ANSWER:

Honeywell repeats and incorporates by reference its answers to Paragraphs 1-43 of the Plaintiffs' common allegations as if fully set forth herein.

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

ANSWER:

The allegations of Paragraph 67 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer.

68. 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).

ANSWER:

To the extent that the allegations of Paragraph 68 of Plaintiffs' Third Amended Complaint constitute legal conclusions, no answer is required. Honeywell denies the remaining allegations of Paragraph 68.

69. 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).

ANSWER:

Denied.

70. In accordance with § 6972(b) and 40 C.F.R. 254, Plaintiffs sent a letter by registered mail, return receipt requested, dated February 27, 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, subsequent to the filing of this lawsuit, 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).

ANSWER:

Honeywell admits that plaintiffs sent Honeywell a notice letter, dated February 27, 2001, generally alleging violations of RCRA and that Honeywell received the letter more than 90 days prior to the filing of this Third Amended Complaint. Honeywell further admits that the U.S. EPA has not commenced any action against Honeywell. Honeywell denies the remaining allegations of Paragraph 70 of Plaintiffs' Third Amended Complaint and specifically denies that plaintiffs' February 27, 2001 notice letter provided sufficient information as is required under RCRA.

71. 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.

ANSWER:

Honeywell lacks information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 71 of Plaintiffs' Third Amended Complaint and, therefore, denies them.

72. 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.

ANSWER:

Denied.

COUNT V

By order dated October 22, 2001, the Court dismissed Count V of plaintiffs' Second Amended Complaint. Plaintiffs agree that this Order applies to Count V of their Third Amended Complaint as well (without prejudice to their rights to seek reconsideration and appeal), and therefore Honeywell need not answer.

COUNT VI

80. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 80 of this Count VI, as though fully set forth. herein.

ANSWER:

Honeywell repeats and incorporates by reference its answers to Paragraphs 1-43 of the Plaintiffs' common allegations as if fully set forth herein.

81. Defendants Lockformer, Met-Coil, Mestek and Honeywell 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.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 81 of Plaintiffs' Third Amended Complaint.

82. All Defendants have breached these duties by their negligent acts and omissions in operating and maintaining their facility; maintaining their equipment; installing their equipment; their handling, storage, use and disposal of hazardous substances; and their failure to promptly and effectively address such contamination to prevent further migration of the contaminants.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 82 of Plaintiffs' Third Amended Complaint.

83. Defendants' breach of their duties to Plaintiffs and the Class have caused substantial injury and damage to Plaintiffs and the Class in the form of damages to their property.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 83 of Plaintiffs' Third Amended Complaint.

COUNT VII

84. Plaintiffs, individually and on behalf of the Class defined herein, repeat, reallege and incorporate by reference paragraphs 1 though 43 of the Common Allegations as paragraph 84 of this Count VII, as though fully set forth herein.

ANSWER:

Honeywell repeats and incorporates by reference its answers to Paragraphs 1-43 of the Plaintiffs' common allegations as if fully set forth herein.

85. 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 of all Defendants' negligent acts and omissions including, inter alia: their operation and maintenance of their facility and equipment; their handling, storage, use and disposal of hazardous substances; and/or their negligent and reckless disregard in failing to promptly and effectively address such contamination to prevent further migration of the contaminants.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 85 of Plaintiffs' Third Amended Complaint.

86. 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' reasonable use, development and enjoyment of their properties.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 86 of Plaintiffs' Third Amended Complaint.

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

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 87 of Plaintiffs' Third Amended Complaint.

COUNT VIII

88. Plaintiffs, individually and on behalf of the Class as defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 88 of this Count VIII, as though fully set forth herein.

ANSWER:

Honeywell repeats and incorporates by reference its answers to Paragraphs 1-43 of the Plaintiffs' common allegations as if fully set forth herein.

89. All Defendants had a duty not to permit or allow hazardous substances transported to, 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.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 89 of Plaintiffs' Third Amended Complaint.

90. 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.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 90 of Plaintiffs' Third Amended Complaint.

91. 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.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 91 of Plaintiffs' Third Amended Complaint.

92. 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.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 92 of Plaintiffs' Third Amended Complaint.

COUNT IX

93. Plaintiffs, individually and on behalf of the Class as defined herein, repeat, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as Paragraph 93 of this Count IX, as though fully set forth herein.

ANSWER:

Honeywell repeats and incorporates by reference its answers to Paragraphs 1-43 of the Plaintiffs' common allegations as if fully set forth herein.

94. Defendants Lockformer, Met-Coil, Mestek and Honeywell have acted in a wanton and willful manner and in reckless indifference to the safety of Plaintiffs' health and property, and to the safety of the general public, in one or more of the following ways:

(a) Defendants allowed and caused 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 a vapor degreaser that was set in a concrete pit 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 stored its hazardous chlorinated solvents in a tank which was improperly installed and maintained in a manner which allowed the release, discharge, spillage or escape of said substances when Defendants knew that their improper installation and maintenance of their tank was causing the release, discharge, spillage or escape of hazardous chlorinated solvents into the environment;

(f) Defendants failed, for at least fifteen years, to determine the impact of the contamination on their property on 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 contaminated; and

(g) 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.

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 94 of Plaintiffs' Third Amended Complaint.

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

ANSWER:

Since allegations concerning Lockformer, Met-Coil and Mestek are not directed to Honeywell, Honeywell is not required to answer them. Honeywell denies the remaining allegations set forth in Paragraph 95 of Plaintiffs' Third Amended Complaint.

COUNT X

96. Plaintiffs, individually and on behalf of the Class defined herein, reallege and incorporate by reference paragraphs 1 through 43 of the Common Allegations as paragraph 96 of this Count X, as though fully set forth herein.

ANSWER:

Honeywell repeats and incorporates by reference its answers to Paragraphs 1-43 of the Plaintiffs' common allegations as if fully set forth herein.

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

ANSWER:

The allegations of Paragraph 97 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer.

98. 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.

ANSWER:

The allegations of Paragraph 98 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer. To the extent that Paragraph 98 contains factual allegations that require an answer, Honeywell denies them.

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

ANSWER:

The allegations of Paragraph 99 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer.

100. 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.

ANSWER:

The allegations of Paragraph 100 of Plaintiffs' Third Amended Complaint are legal conclusions which require no answer. To the extent that Paragraph 100 contains factual allegations that require an answer, Honeywell denies them.

101. The "disposals" and "releases" referenced in the preceding paragraph have migrated to Plaintiff s wells.

ANSWER:

Denied.

102. 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 98 above at such times when hazardous substances were released and disposed of from Honeywell's facilities onto the Lockformer Property.

ANSWER:

Denied.

103. 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.

ANSWER:

Denied.

WHEREFORE, the Defendant HONEYWELL INTERNATIONAL Inc. denies that the Plaintiffs are entitled to any relief against it whatsoever, and denies each and every allegation contained in the Third Amended Complaint not specifically admitted herein. Having fully answered Plaintiffs' Third Amended Complaint, Honeywell offers the following defenses in further response thereto:

First Defense

Plaintiffs' Third Amended Complaint fails to state a claim upon which relief can be granted.

Third Defense

The alleged acts and omissions of Honeywell are not the proximate cause or a contributing factor to any damages or injuries allegedly suffered by the Plaintiffs.

Third Defense

Plaintiffs' claims are barred by the applicable statute of limitations and/or statute of repose.

Fourth Defense

Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.

Fifth Defense

Plaintiffs have failed to join all parties necessary for a just adjudication.

Sixth Defense

Plaintiffs' claims have been waived, in whole or in part, as a result of plaintiffs' own actions.

Seventh Defense

Honeywell denies that it is liable for any claims arising out of the Lockformer property, but in the event it is found liable, plaintiffs cannot recover from Honeywell more than their fair, equitable and proportionate share of the costs, damages, or otherwise recover more than an amount of such relief which Honeywell may be liable, if any.

Eighth Defense

Plaintiffs' claims are barred by the doctrine of unclean hands.

Ninth Defense

Plaintiffs' claims are barred by the doctrine of estoppel.

Tenth Defense

Plaintiffs failed to properly mitigate their damages and are therefore barred from recovering some or all of their alleged costs and damages.

Eleventh Defense

Plaintiffs' claims are barred in whole or in part by the doctrine of comparative and/or contributory fault or negligence.

Twelfth Defense

Plaintiffs' claims are barred in whole or in part due to willful and wanton neglect.

Thirteenth Defense

Plaintiffs' claims are barred in whole or in part due to failure to properly maintain, monitor or register their wells.

Fourteenth Defense

The alleged contamination, the alleged release or threatened release of hazardous substances and the alleged damages resulting therefrom, if any, were caused solely or in material part by the superseding and/or intervening acts and/or omissions of third parties or Plaintiffs themselves. Honeywell is not liable for such acts or omissions.

Fifteenth Defense

Honeywell neither knew nor should have known that any of the products or substances to which Plaintiffs were allegedly exposed were hazardous or constituted a reasonable or foreseeable risk of harm by virtue of the prevailing state of the scientific and/or industrial knowledge available to Honeywell at all times relevant to the claims or causes of action asserted by Plaintiffs.

Sixteenth Defense

To allow the Plaintiffs in this action to recover from Honeywell's exemplary or punitive damages as alleged and sought in the Third Amended Complaint would deprive Honeywell of its constitutional rights to substantive and procedural due process of law and to equal protection under the law, which rights are guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution and by the Constitution of the State of Illinois.

Seventeenth Defense

Honeywell did not participate, engage, or assist in any act or conduct which could form the basis of an award of punitive damages, and punitive damages are, therefore, not recoverable to any extent whatsoever against Honeywell.

Eighteenth Defense

All conduct and activities of Honeywell relating to matters alleged in the Third Amended Complaint conform to statutes, government regulations, and industry standards based upon the state of knowledge which existed at the time that Honeywell is alleged to have sold TCE to Lockformer.

Nineteenth Defense

Plaintiffs were guilty of negligence which proximately caused or proximately contributed to the alleged damages of which Plaintiffs complain. Plaintiffs' own negligence exceeds the negligence, if any, of Honeywell or any other defendants.

Twentieth Defense

Plaintiffs assumed the alleged risk relative to the damages of which Plaintiffs complain, and Plaintiffs' claims are, therefore, barred or reduced by the doctrine of the assumption of risk.

Twenty First Defense

If there is any actionable liability of Honeywell, the existence of which is specifically denied, such liability should be compared to the fault of the Plaintiffs and the other parties and/or actors involved in the matters alleged in the Third Amended Complaint. Honeywell asserts that any award made to Plaintiffs in this action must be proportionately allocated among Plaintiffs and other parties and/or found to be culpable in accordance with the percentage of any negligence or fault attributable to the Plaintiffs and each of the other parties and/or actors.

Twenty Second Defense

Any damages arising from the Plaintiffs' allegations or any alleged releases or threatened releases of hazardous substances were caused solely by an act or omission of a third party other than an employee or agent of Honeywell or other than a person whose act or omission occurred in connection with a contractual relationship existing directly or indirectly with Honeywell.

Honeywell exercised due care with respect to any alleged use, handling, storage or disposal of hazardous substances in light of all relevant facts and circumstances and took reasonable precautions against foreseeable acts or omissions of third parties and the consequences that could foreseeably result from such acts or omissions.

Twenty Third Defense

If Honeywell is held liable for any response costs or damages, which alleged liability Honeywell specifically denies, a basis exists for apportioning the harm alleged, thus precluding the imposition of joint and several liability.

Twenty Fourth Defense

Plaintiffs are not "innocent parties" authorized to assert claims under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

Twenty Fifth Defense

The costs that Plaintiffs allege to have incurred, or which allegedly are to be incurred, are not necessary, cost effective or consistent with the National Contingency Plan, 40 C.F.R. Part 300, and may not be recovered from Honeywell pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607.

Twenty Sixth Defense

Plaintiffs are not entitled to recover attorney's fees under CERCLA.

Twenty Seventh Defense

Plaintiffs' claims against Honeywell are unconstitutional to the extent they seek to impose liability under CERCLA retroactively for any actions before December 1980.

Twenty Eighth Defense

If Honeywell is held liable for any response costs or damages, which alleged liability Honeywell specifically denies, Honeywell's alleged liability should be limited solely to the

proportionate share by which its conduct caused or contributed to the alleged release or threat of release of "hazardous substances" allegedly involved in this case, taking into account the contribution of other responsible parties.

Twenty Ninth Defense

The Third Amended Complaint herein is general in nature and provides almost no specific information upon which Honeywell can assess the parameters or merits of Plaintiffs' claims against it; accordingly, Honeywell reserves the right to assert any and all affirmative defenses which investigation and discovery may hereafter reveal to be appropriate.

WHEREFORE, Defendant, Honeywell International Inc., denies that Plaintiffs are entitled to judgment or damages in any amount whatsoever, and further requests judgment in Honeywell's favor along with costs, fees and any further and additional relief which the Court deems just and appropriate.

Defendant requests a trial by jury on all issues.

CROSSCLAIMS

Defendant/Cross-Plaintiff, Honeywell International Inc. ("Honeywell"), by its attorneys, Wildman, Harrold, Allen & Dixon, for its crossclaims against The Lockformer Company, a division of Met-Coil Systems Corporation, and Mestek, Inc. (collectively referred to herein as the "Lockformer Defendants") states as follows:

COUNT I
CONTRIBUTION UNDER THE JOINT TORTFEASOR CONTRIBUTION ACT

1. On or about September 21, 2001, plaintiffs filed a Third Amended Class Action Complaint for Injunctive, Declaratory and Other Relief ("Third Amended Complaint"), alleging claims under RCRA (Counts IV and V), and for Negligence (Count VI), Private Nuisance (Count

VII), Trespass (Count VIII), Willful and Wanton Misconduct (Count IX), and CERCLA (Count X) against Honeywell.

2. Honeywell denies all material allegations of Plaintiffs' Third Amended Complaint, but to the extent Plaintiffs are able to prove their allegations, then Honeywell incorporates herein by reference each of the Plaintiffs' allegations against the Lockformer Defendants set forth in Paragraphs 1-36 of Plaintiffs' Third Amended Complaint.

3. If Plaintiffs prove that there were releases of TCE on the Lockformer Defendants' property, which Honeywell denies insofar as such allegations pertain to Honeywell, and proves the allegations set forth in Paragraphs 1-36 of Plaintiffs' Third Amended Complaint, then at all times referred to in Plaintiffs' Third Amended Complaint, it was the sole duty of the Lockformer Defendants, as the owners and operators of the Lockformer and Met-Coil Properties and the facilities operating thereon, to prevent such releases and not to permit or allow hazardous substances from those properties to invade adjacent residential properties. The Lockformer Defendants also had a duty to promptly respond to any releases of contaminants in a manner which would prevent further migration of the contaminants.

4. If Plaintiffs prove that there were releases of TCE on the Lockformer Defendants' property, which Honeywell denies insofar as such allegations pertain to Honeywell, and proves the allegations set forth in Paragraphs 1-36 of Plaintiffs' Third Amended Complaint, then at the time and place of the alleged contamination, and without prejudice to Honeywell's denial of liability, the Lockformer Defendants breached their duties by their negligent acts and omissions in maintaining their properties; operating and maintaining their facilities; maintaining their equipment; their handling, storage, use, and disposal of hazardous substances; and their failure to

promptly and effectively address such contamination to prevent further migration of the contaminants.

5. If Plaintiffs prove that there were releases of TCE on the Lockformer Defendants' property, which Honeywell denies insofar as such allegations pertain to Honeywell, and proves the allegations set forth in Paragraphs 1-36 of Plaintiffs' Third Amended Complaint, then one or more of the Lockformer Defendants' above negligent acts and omissions was the proximate cause of the alleged contamination that is the subject of this action.

6. Honeywell denies liability in this action, but if a judgment of liability is entered against it, then Honeywell is entitled to contribution from the Lockformer Defendants in an amount commensurate with the relative culpability of the Lockformer Defendants in causing or contributing to the cause of the alleged contamination, pursuant to the Illinois Joint Tortfeasor Contribution Act, 740 ILCS 100/1-100/5.

WHEREFORE, Defendant/Cross-Plaintiff, Honeywell International Inc., respectfully requests that if a judgment is entered against Honeywell International Inc. and in favor of the plaintiffs, that Honeywell International Inc. be granted judgment against The Lockformer Company, Met-Coil Systems Corporation, and Mestek, Inc. by way of the Illinois Joint Tortfeasor Contribution Act in such an amount as is commensurate with their degree of culpability, along with costs, fees and any further and additional relief which the Court deems appropriate.

COUNT II
CONTRIBUTION UNDER CERCLA

7. Honeywell realleges and incorporates by reference Paragraphs 1 and 2 of its Crossclaims as paragraph 7 of this Count II, as though fully set forth herein.

8. Honeywell denies liability in this action, but if a judgment of liability is entered against it, then Honeywell is entitled to contribution from the Lockformer Defendants for their allocable share of any response costs Honeywell must pay to plaintiffs, pursuant to CERCLA Section 113(f), 42 U.S.C. § 9613(f).

WHEREFORE, Defendant/Cross-Plaintiff, Honeywell International Inc., respectfully requests that if a judgment is entered against Honeywell International Inc. and in favor of the plaintiffs, that Honeywell International Inc. be granted judgment against The Lockformer Company, Met-Coil Systems Corporation, and Mestek, Inc. by way of contribution under the Comprehensive Environmental Response, Compensation and Liability Act in such an amount reflecting their allocable share of liability, along with costs, fees and any further and additional relief which the Court deems appropriate.

COUNT III
INDEMNIFICATION

9. On or about March 31, 1993, Lockformer filed a lawsuit against AlliedSignal in the United States District Court for the Northern District of Illinois, entitled *The Lockformer Company v. AlliedSignal, Inc.*, No. 93 C 1934 (the "Lawsuit"). In the Lawsuit, Lockformer alleged that AlliedSignal was liable to Lockformer for investigation and remediation costs relating to alleged TCE contamination of soil and groundwater at the Lockformer Property. AlliedSignal denied all liability for the alleged contamination.

10. In or about December, 1996, Lockformer and AlliedSignal settled and resolved the Lawsuit, entering into a Settlement, Release and Indemnity Agreement (the "Agreement"). Lockformer and Met-Coil executed the Agreement on December 6, 1994. A copy of the Agreement is attached hereto as Crossclaim Exhibit 1.

11. The Agreement provides, in part, as follows:

Lockformer and Met-Coil, and their respective officers, directors, shareholders and employees hereby forever release, acquit and discharge AlliedSignal from all claims, demands, damages, expenses, costs, attorney's fees, actions and liabilities of any kind and nature, known or unknown, past, present or future, for or because of any matter or thing done or omitted, alleged to have been done or omitted, or suffered to be done or omitted by AlliedSignal and related to any of the following: any and all transactions, events or claims alleged in the complaint or pleadings on file in the Lawsuit; any and all claims of first party insurance benefits (whether or not subrogated); any and all claims, including but not limited to personal injury and property damage, arising out of or related to the sale, use, delivery, repair or replacement of any TCE storage tank or related stand pipes; the sale, delivery, use, or disposal or trichloroethylene ("TCE") or components containing TCE at the Property; any and all soil, air, water, or groundwater contamination or impact, personal injury, property damage, business interruption or lost business of any kind caused or related to, or alleged to have been caused or related to TCE, or any other compounds containing TCE.

* * *

Lockformer and Met-Coil agree to defend, hold harmless, and indemnify AlliedSignal from all claims, demands, damages, expenses, costs, attorneys' fees, actions and liabilities of any kind and nature, whether known or unknown, past, present, or future whether threatened or brought by any person or entity, private, governmental, or otherwise regardless of whether any such claims, demands, damages, expenses, costs, attorneys' fees, actions or liabilities arise from, purport to arise from, or are caused by negligence, alleged negligence, strict liability, alleged strict liability, or other act or omission on the part of AlliedSignal (including but not limited to, the sole, joint or concurrent negligence, acts or omissions of AlliedSignal) that have been or may be brought

> against AlliedSignal by any person or entity seeking compensation for damages or other relief from AlliedSignal, as a result of any and all transactions, events, or claims alleged in the complaint and pleadings in the Lawsuit, any and all claims, including but not limited to personal injury and property damage, arising out of or related to the sale, use, repair, delivery or disposal of any storage tank and related equipment; the sale, delivery, use, storage, removal or disposal of any TCE or compounds containing TCE; and/or any and all soil, air, water or groundwater contamination or impact, personal injury, property damage, business interruption or lost business, caused by or related to, or alleged to have been caused by or related to TCE.

12. In 1999, AlliedSignal changed its name to Honeywell International Inc. Honeywell International Inc. has succeeded to all rights of AlliedSignal under the Agreement.

13. This action arises out of the alleged use, storage, removal or disposal of TCE or compounds containing TCE on the Lockformer Property. This action involves allegations of soil, water, and groundwater contamination or impact, personal injury and/or property damage allegedly relating to the Lockformer Defendants' use of TCE.

14. Without prejudice to Honeywell's denial of liability, this action triggers Lockformer's and Met-Coil's obligations to defend, indemnify, and hold harmless Honeywell under the Agreement.

15. While Honeywell denies liability in this action, if a judgment of liability is entered against it, Honeywell is entitled to indemnification from Lockformer and Met-Coil pursuant to the Agreement.

WHEREFORE, Defendant/Cross-Plaintiff, Honeywell International Inc., respectfully requests that if a judgment is entered against Honeywell International Inc., and in favor of the plaintiffs, that Honeywell International Inc. be granted judgment against The Lockformer Company and Met-Coil Systems Corporation pursuant to the Settlement, Release and Indemnity

Agreement in such an amount equal to the amount of the judgment, along with costs, fees and any further and additional relief which the Court deems appropriate.

Respectfully submitted,

HONEYWELL INTERNATIONAL INC.

By: _____
One of Its Attorneys

Dated: October 29, 2001

Robert L. Shuftan
H. Roderic Heard
Anthony G. Hopp
Joseph F. Madonia
WILDMAN, HARROLD, ALLEN & DIXON
225 West Wacker Drive
Chicago, IL 60606
(312) 201-2000

SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT

This Settlement, Release and Indemnity Agreement ("Agreement") is entered into between The Lockformer Company ("Lockformer"), its parent, Met-Coil Systems Corporation ("Met-Coil"), and AlliedSignal Inc. ("AlliedSignal") as of the date executed by all parties hereto.

Recitals

WHEREAS, Lockformer filed a lawsuit against AlliedSignal on March 31, 1993, in the United States District Court for the Northern District of Illinois, Eastern Division, entitled The Lockformer Company v. AlliedSignal Inc., No. 93 C 1934 ("the Lawsuit") alleging, inter alia, that AlliedSignal is liable to Lockformer for investigation and remediation costs relating to alleged contamination of soil and groundwater at Lockformer's property at 711 Ogden Avenue, Lisle, Illinois ("the Property").

WHEREAS, AlliedSignal has answered the complaint in the Lawsuit and has denied all liability, and continues to deny all liability;

WHEREAS, Lockformer, Met-Coil and AlliedSignal have engaged in settlement negotiations and now desire to settle and compromise all disputes and all claims arising out of the lawsuit and all claims between AlliedSignal and Lockformer, that Lockformer and/or Met-Coil had, have, or may have in the future, against AlliedSignal, which relate to the Property.

Definitions

AlliedSignal: As used in this Agreement, the term "AlliedSignal" shall mean AlliedSignal Inc. and Baron-Blakeslee, Inc., and their parents, subsidiaries, affiliated

companies, predecessors, successors and assigns, joint ventures, and all of their employees, agents, consultants, insurers, attorneys, officers and directors.

Lockformer: As used in this Agreement, the term "Lockformer" shall mean The Lockformer Company, and its parents, subsidiaries, affiliated companies, predecessors, successors, assigns and joint ventures.

Met-Coil: As used in this Agreement, the term "Met-Coil" shall mean Met-Coil Systems Corporation and its parents, subsidiaries, affiliated companies, predecessors, successors, assigns and joint ventures.

Agreement

NOW, THEREFORE, in consideration of the above recitals and covenants and promises of Lockformer, Met-Coil and AlliedSignal, as set forth herein, the parties agree as follows:

A. Lockformer and Met-Coil, and their respective officers, directors, shareholders, and employees hereby and forever release, acquit and discharge AlliedSignal from all claims, demands, damages, expenses, costs, attorneys' fees, actions and liabilities of any kind and nature, known or unknown, past, present or future, for or because of any matter or thing done or omitted, alleged to have been done or omitted, or suffered to be done or omitted by AlliedSignal and related to the following: any and all transactions, events or claims alleged in the complaint or

in the complaint and pleadings in the Lawsuit; any and all claims, including but not limited to personal injury and property damage, arising out of or related to the sale, use, repair, delivery or disposal of any storage tank and related equipment; the sale, delivery, use, storage, removal or disposal of any TCE or compounds containing TCE; and/or any and all soil, air, water or groundwater contamination or impact, personal injury, property damage, business interruption or lost business, caused by or related to, or alleged to have been caused by or related to TCE.

C. Upon execution of this Agreement, AlliedSignal agrees to pay $400,000 ("Payment") to Lockformer. AlliedSignal also agrees to arrange for an irrevocable standby letter of credit (issued by a bank acceptable to Lockformer, such acceptance not to be unreasonably withheld) to the order of Lockformer, to issue in the amount of $400,000 ("Letter of Credit") to guarantee AlliedSignal's obligation under Section D below. Such Letter of Credit may provide that it shall be automatically extended for additional periods each of one (1) year from its present or any future expiration date, unless at least sixty (60) calendar days prior to the then relevant expiration date the issuing bank notifies Lockformer that it has elected not to renew the Letter of Credit. In the event such notice of non-renewal is given, AlliedSignal shall obtain a new Letter of Credit issued by a bank acceptable to Lockformer (such acceptance not to be unreasonably withheld) unless at such time AlliedSignal's obligation under Section D below shall have been satisfied.

D. At any time, Lockformer may present AlliedSignal with a "Second Payment Letter" which may be either: 1. a letter bearing the notarized signature of the chief executive officer of Lockformer representing that the Payment has been expended and used exclusively for investigation and remediation of the Property or; 2. a Section 4(y) letter from the IEPA averring that the remediation of the Property is complete. Within ten (10) business days of the receipt of the Second Payment Letter, AlliedSignal will pay to Lockformer $400,000 (the "Second Payment"). Within ten (10) business days of making the Second Payment to Lockformer, AlliedSignal will pay to Lockformer an amount equal to interest on $400,000, calculated at the commercial paper rate for high grade unsecured notes thirty (30) days, less one (1) percent, as published by The Wall Street Journal on the date of execution of this Agreement, for the period which elapsed between the Payment and the Second Payment.

1. Lockformer will send copies of the Second Payment Letter to the following:

a) General Counsel
AlliedSignal Inc.
Box 2245R
Morristown, NJ 07962-2245

b) Carolyn J. Horn
Assistant General Counsel
AlliedSignal Inc.
Box 2245R
Morristown, NJ 07962-2245

c) Robert L. Shuftan, Esq.
Wildman, Harrold, Allen & Dixon
225 W. Wacker Drive
Chicago, IL 60606-1229

fully the Payment and Second Payment attempting to secure the Section 4(y) letter. Lockformer further agrees to:

1. Submit the Property to the IEPA and participate in cleanup of the Property through the IEPA Pre-Notice Site Program, and
2. Diligently investigate and remediate the Property, as necessary, to qualify for a Section 4(y) letter from IEPA.

G. Lockformer and AlliedSignal agree to execute a stipulation for dismissal with prejudice of the Lawsuit, with each party to bear its own costs and fees.

H. Lockformer and AlliedSignal agree to request that the court retain jurisdiction over the Lawsuit for the purposes of enforcing this Agreement. If the court is unwilling to retain jurisdiction (and dismisses the case with leave to reinstate), either party may petition the court to enforce this Agreement, after providing notice to all counsel presently of record.

I. Lockformer will provide AlliedSignal with access to all publicly available files and all correspondence and submissions to or documents received from IEPA and submissions to IEPA and responses from IEPA related to the Property.

J. Lockformer will immediately provide AlliedSignal with a copy of any Section 4(y) letter upon receipt from the IEPA.

K. Lockformer, Met-Coil and AlliedSignal shall keep the terms of this Agreement confidential and shall not disclose or divulge this Agreement or its terms to any person or entity other than the

parties to this action or their attorneys. This shall not prevent disclosure to Lockformer's, Met-Coil's or AlliedSignal's owners, agents, accountants or potential purchasers or any governmental agency as may be necessary in the ordinary course of AlliedSignal's, Met-Coil's or Lockformer's business.

L. Lockformer and Met-Coil further agree that they will not assist any private person or private entity that is currently pursuing, or that may pursue, any claims, demands, or actions against AlliedSignal. This provision shall not impair any legal obligation of Lockformer to respond to any court ordered discovery seeking information about this Lawsuit, its settlement or any of the underlying facts. In the event that Lockformer or Met-Coil is served with any discovery request related to the Lawsuit or this Agreement, Lockformer or Met-Coil shall provide written notice to AlliedSignal at Box 2245R, Morristown, NJ 07962-2245, Attention: Carolyn Horn, Assistant General Counsel, prior to the filing of any response or production of documents.

M. Lockformer will stipulate with AlliedSignal to a finding by the court of nonliability of AlliedSignal under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. § 9607.

N. Lockformer, Met-Coil and AlliedSignal hereby agree to the special considerations which follow:

1. Any obligation to pay any losses, damages, attorneys' fees, costs or expenses incurred or to be incurred by Lockformer is denied by

AlliedSignal, and this final compromise and settlement hereof shall not be treated as an admission of liability or responsibility by AlliedSignal at any time for any purpose, such liability having been and continuing to be expressly denied by AlliedSignal.

2. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which taken together shall constitute one in the same instrument.

3. This Agreement is entered into for the express benefit of Lockformer, Met-Coil and AlliedSignal and is not intended and shall not be deemed to create any rights or interests whatsoever in any third person, including without limitation, any right to enforce the terms hereof.

4. Each provision of this Agreement shall be interpreted in a manner as to be valid and enforceable under applicable law, but if any provision hereof shall be or become prohibited or invalid under any applicable law, that provision shall be ineffective only to the extent of such prohibition or invalidity without thereby invalidating the remainder of that provision or any other provision hereof.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6. AlliedSignal, Lockformer and Met-Coil hereby expressly agree to waive any and all provisions of the Illinois Anti-Indemnity Act, 740 ILCS 35/1, which are or may be applicable to this Agreement.

7. This Agreement constitutes the entire agreement by and among the parties hereto and integrates and supersedes all prior understandings or agreements with respect to its subject matter, including but not limited to "Terms For Settlement Agreement: Lockformer/AlliedSignal Litigation" dated October 12, 1994.

8. This Agreement may not be altered, amended, modified or otherwise changed except in writing, duly executed by authorized representatives of all the parties hereto.

9. Each party executing this Agreement represents that it has been represented by counsel of its own choosing regarding the preparation and negotiation of this Agreement and all matters and claims set forth herein and that each of them has read this Agreement and is fully aware of the contents hereof and its legal effect.

10. If any dispute should arise with respect to this

Agreement, the prevailing party in any ensuing litigation or controversy shall be entitled to all costs of enforcement including reasonable attorneys' fees.

O. Within thirty days of the execution of this Agreement by the parties, AlliedSignal and Lockformer will file with the court a stipulation to dismiss, proposed finding of nonliability and request for dismissal with prejudice of the Lawsuit, each side to bear its own costs and attorneys' fees.

IN WITNESS HEREOF, this Agreement is executed and agreed to by the following, as of the last date set forth below.

AGREED AND ACCEPTED:

Dated: December 6, 1994

THE LOCKFORMER COMPANY
PRESIDENT

Dated: December 6, 1994

MET-COIL SYSTEMS CORPORATION
VICE PRESIDENT

Dated: December ____, 1994

ALLIEDSIGNAL INC.

CERTIFICATE OF SERVICE

I, Jill Gentis, a non-attorney, being first duly sworn, state that I caused a true and correct copy of **Honeywell's Answer, Defenses and Crossclaims to Plaintiffs' Third Amended Class Action Complaint for Injunctive, Declaratory and Other Relief,** to be served upon the following parties via U.S. Mail, postage prepaid on this 29th day of October, 2001:

Shawn M. Collins, Esq.
Charles J. Corrigan, Esq.
Edward J. Manzke, Esq.
THE COLLINS LAW FIRM
1770 N. Park Street, Suite 200
Naperville, IL 60563

Norman B. Berger, Esq.
Michael D. Hayes, Esq.
Anne E. Viner, Esq.
VARGA BERGER LEDSKY HAYES & CASEY
224 S. Michigan Avenue, Suite 350
Chicago, Illinois 60604

Vincent S. Oleszkiewicz
J. Patrick Herald
BAKER & MCKENZIE
One Prudential Plaza
130 E. Randolph Drive
Chicago, IL 60601

Daniel J. Biederman, Esq.
CHUHAK & TECSON, P.C.
225 W. Washington Street, Suite 1300
Chicago, IL 60606-3418

Jill Gentis

SUBSCRIBED and SWORN
to before me this 29th day of
October, 2001.

"OFFICIAL SEAL"
KATHLEEN A. BUSNARDO
Notary Public, State of Illinois
My Commission Expires Jan. 31, 2004

Notary Public