Exhibit A

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICAIL CIRUICT
DUPAGE COUNTY, ILLINOIS

JEANETTE DEVANE; BARBARA L. FRANTIK; THOMAS G. FRANTIK; LEE J. HERRERA; JANE KUTA; RICHARD KUTA; MICHAEL PAPADOULOS; ANDREW WROBLE; and KAREN MULACEK,	)	
Plaintiffs,	)	
vs.	)	NO. 01 L 377
THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION, a Delaware Corporation; ALLIED SIGNAL, INC., a Delaware Corporation; and HONEYWELL INTERNATIONAL, INC., a Delaware Corporation,	)	
Defendants.	)	

FOURTH AMENDED COMPLAINT AT LAW

STATEMENT OF FACTS

NOW COME the Plaintiffs, JEANETTE DEVANE; BARBARA L. FRANTIK; THOMAS G. FRANTIK; LEE J. HERRERA; JANE KUTA; RICHARD KUTA; MICHAEL PAPADOULOS; ANDREW WROBLE; and KAREN MULACEK, by and through their attorneys, LAW OFFICES OF EDMUND J. SCANLAN LTD., and state as follows:

1. Plaintiffs, JEANETTE DEVANE AND LEE HERRERA, jointly own real property and reside at 4707 Elm Street, Lisle, Illinois, 60532, and jointly own real property and lease such property at 4709 Elm Street, Lisle. Illinois.

2. Plaintiffs, BARBARA FRANTIK and THOMAS FRANTIK, jointly own real property and reside at 4710 Elm Street, Lisle, Illinois, 60532.

3. Plaintiffs, JANE KUTA and RICHARD KUTA, jointly own real property and reside at 4706 Elm Street, Lisle, Illinois, 60532, and jointly own real property and lease such property at 4704 Elm Street, Lisle, Illinois, 60532.

4. Plaintiff, MICHAEL PAPADOULOS, owns real property and has a residency at 4712 Elm Street, Lisle, Illinois, 60532.

5. Plaintiff, ANDREW WROBLE, jointly owns real property and resides at 515 Chicago Avenue, Lisle, Illinois, 60532, with his wife, Laura Wroble.

6. Plaintiff, KAREN MULACEK, owns real property and resides at 600 Hitchock, Lisle, Illinois, 60532.

7. Defendant, THE LOCKFORMER COMPANY, existed as an Illinois corporation from or about December 6, 1946, until approximately October 27, 2000.

8. On or about October 27, 2000, the defendant, THE LOCKFORMER COMPANY, merged into and became a Division of Met-Coil Systems Corporation, a Delaware corporation, with its principal place of business in Cedar Rapids, Iowa.

9. Defendant, ALLIED SIGNAL, INC., existed as a Delaware corporation authorized to do business in Illinois until or about June 3, 2000.

10. On or about June 3, 2000, the defendant, ALLIED SIGNAL, INC., was merged into defendant, HONEYWELL INTERNATIONL, INC., a Delaware corporation.

11. At all times relevant herein, defendant LOCKFORMER was engaged in the business of metal fabrication and manufacturing; these operations were carried out upon Lockformer's property located at 711 Ogden Avenue, Lisle, Illinois 60532.

12. Defendant LOCKFORMER's SITE (711 Ogden Avenue, Lisle, Illinois 60532) is located at the north and/or west of those properties owned by plaintiffs and is hydrological upgradient from all such plaintiffs' properties.

13. Defendants, LOCKFORMER, and/or defendant, MET-COIL SYSTEMS, also own a vacant property immediately west of the Lockformer site at 711 Ogden Avenue, Lisle, Illinois 60532.

14. Defendant LOCKFORMER has been engaged in the business of metal fabrication and manufacturing and carried out such operations at the Lockformer site since 1968.

15. During the course of its operations, defendant LOCKFORMER used a concrete degreaser pit, located within its physical plant upon the Lockformer site, and in which manufactured or fabricated metal products were cleaned using solvents.

16. During the course of its operations, defendant LOCKFORMER used chlorinated solvents, including, but not limited to, Trichloroethylene (TCE).

17. During the course of its operations, defendant LOCKFORMER used a gravity driven storage system for its solvents, including TCE, by storing the solvent(s) in a tank which was located on the roof of defendant LOCKFORMER'S physical plant.

18. The rooftop storage tank used by defendant LOCKFORMER had an approximate capacity of 500 gallons.

19. The roof-top storage tank was filled with solvent, including TCE, through and by a fill-pipe which ran the distance from ground to tank, vertically, upon the western exterior wall of defendant LOCKFORMER's physical plant.

20. From or about 1968 until and/or including 1999, the rooftop storage tank was filled by pumping TCE from the ground level, through the fill pipe, into the storage tank.

21. Defendant LOCKFORMER maintained no overflow mechanisms respective to the rooftop storage tank nor the fill pipe.

22. From or about 1968, until at least 1998, and continuously and repeatedly during those times, TCE and other solvents were spilled and/or released directly onto the ground at the Lockformer site from the fill pipe and/or re-supply tap.

23. During or about 1970 until and including 1992, or on dates better know to defendants, defendant ALLIED SIGNAL spilled and/or released TCE when supplying the rooftop storage tank.

24. From or about 1968 until and including the present day, chlorinated solvents, including TCE, were released into the ground from the Lockformer site and/or physical plant through the floor, ground, vapor degreasing pit, drains, fill pipe, sewer lines and/or by other means.

25. The defendants' acts and/or omissions have caused the release of TCE from the Lockformer physical plant and/or site; the released TCE has come into contact with soils and ground water, and caused a plume of toxic chemicals which has migrated to and/or upon plaintiffs and their properties.

26. Defendants' acts and/or omissions have caused the plaintiffs to be physically exposed to TCE.

27. Scientific testing has verified the presence of TCE both on and off the Lockformer/Met-Coil properties and the release of TCE at the Lockformer facility.

28. No other sources exist, other than defendant LOCKFORMER that could have caused the plume of TCE and contamination of ground, water and potable wells.

29. Defendants had actual and/or constructive knowledge of the release(s) of TCE upon and/or from the Lockformer site since 1968.

30. Plaintiffs were not informed of the release(s) of TCE at the Lockformer facility until March of 2000.

31. TCE is a volatile organic compound and is a highly dangerous substance. TCE is a probable cause of human cancers, reproductive disorders, renal disorders, neurological disorders, and other diseases. TCE is additionally hazardous to wildlife and vegetation.

COUNT I - TRESPASS

32. Plaintiffs restate Paragraphs 1 through 31 as if fully rewritten herein.

33. Defendants' conduct, including, but not limited to, the procurement, use, handling and disposal of TCE has caused unauthorized entries upon and/or beneath plaintiffs' properties of TCE.

COUNT II - NUISANCE

34. Plaintiffs restate Paragraphs 1 through 31 as if fully rewritten herein.

35. Defendants' operations, including, but not limited to, the procurement, use, handling and disposal of TCE has created an unreasonable and significant invasion and/or interference with plaintiffs' use and enjoyment of their real properties.

COUNT III - NEGLIGENCE

36. Plaintiffs restate Paragraphs 1 through 31 as if fully rewritten herein.

37. Defendants owed a duty of reasonable care, and a duty commensurate with the risk of harm, with respect to the procurement, use, handling, disposal, investigation and remediation of TCE at the Lockformer site.

38. Defendant, LOCKFORMER, a Division of MET-COIL SYSTEMS CORPORATION, by and through its agents and employees, breached the applicable duties and standards of care in the following regards:

(a) allowed TCE to be delivered into an above-ground storage tank without a functioning sight glass that would enable delivery personnel to adequately identify how full the tank was;

(b) allowed TCE to be delivered into an above-ground storage tank that caused TCE to be spilled directly into the environment when the tank was over-filled;

(c) failed to take any measures to stop the continued and repeated spillage of TCE into the environment during the TCE tank refilling process from 1968 through 1992;

(d) released TCE into the drains and sewage pipes despite clear instructions in the TCE Material Safety Data Sheet which prohibits such releases;

(e) failed to take any measures to define the nature and extent of TCE contamination on its property until 1992 despite prior knowledge of TCE releases on its property for a period of at least six (6) years;

(f) failed to take timely measures to define the nature and extend of off-site contamination despite warnings in 1992 from environmental consultants that its neighbors could be affected by the on-site releases of TCE;

(g) failed to test its property for TCE contamination prior to 1992 despite advice from an environmental consultant to do so in 1991;

(h) failed to test its property for TCE contamination prior to 1992 despite knowledge of TCE releases at its property since 1969;

(i) failed to test offsite potable water wells until 1999 despite advice from environmental consultants to do so in 1992 and knowledge of releases of TCE on its property since at least 1986;

(j) delayed its own retained experts from investigating the trichloroethylene contamination on and off its property;

(k) failed to timely use the settlement proceeds from its lawsuit against Honeywell to investigate, delineate and remediate TCE contamination on and off its property;

(l) failed to notify any regulatory commission, including the IEPA or USEPA, regarding releases of TCE at its property until 1994 despite knowledge of TCE releases on its property since at least 1986 and actual knowledge of TCE contamination in its soil on its property in 1992;

(m) failed to comply with the provisions of the Voluntary Site Remediation Program resulting in its forced removal from said program in 2001;

(n) failed to delineate the nature and extent of the TCE contamination on and off its property;

(o) failed to warn the public, including the plaintiffs, of the releases of toxic chemicals on its property until 2000, despite knowledge that said releases constitute a public health hazard and despite knowledge that said releases had been occurring on its property since 1968;

(p) mislead the public, including the plaintiffs, of the nature and extent of TCE contamination on and off its property when it finally revealed the presence of TCE contamination on its property;

39. Defendant, HONEYWELL, by and through its employees, agents and the employees and agents of its successors in interest, breached the applicable duties and standards of care in the following regards:

(a) provided its customer with an above-ground storage tank for use with the hazardous chemical trichloroethylene, without equipping it with a properly functioning sight glass;

(b) failed to properly maintain the above-ground trichloroethylene storage tank and install a properly working sight glass for a period extending from 1968 through at least 1986;

(c) provided a TCE above-ground storage tank that allowed trichloroethylene to spill directly into the environment when the tank was over-filled;

(d) continually and repeatedly filled the above-ground storage tank with actual knowledge that the procedures in place would result in a trichloroethylene spill into the environment;

(e) failed to take any measures to ascertain the nature and extent of TCE contamination at the Lockformer facility despite actual knowledge of releases of TCE spills at the facility that occurred continually and repeatedly from 1968 through 1992;

(f) failed to warn the public, including the plaintiffs, of the releases of toxic chemicals at the Lockformer facility despite knowledge that said releases constitute a public health hazard;

(g) failed to test offsite potable water wells despite advice from its own environmental consultants to do so in 1992 and knowledge of releases of TCE at the Lockformer facility since at least 1968;

(h) failed to notify any regulatory commission, including the IEPA and USEPA, regarding releases of TCE at the Lockformer facility despite knowledge that TCE was released at the facility continuously and repeatedly from 1968 through 1986.

40. As a direct and proximate result of one or all of the foregoing negligent acts and/or omissions, plaintiffs were damaged as hereinafter described in the relief prayed. .

COUNT IV -

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

41. Plaintiffs restate Paragraphs 1 through 31, 37, 38 and 39 as if fully rewritten herein.

42. As a direct and proximate result of one or all of the negligent acts and/or omissions described in paragraphs 38 and 39, plaintiffs experienced emotional distress, including the fear, anxiety and other psychological damages caused by the increased and significant risk of serious disease, injury and/or death.

COUNT V - WILLFUL AND WANTON

43. Plaintiffs restate Paragraphs 1 through 31 as if fully rewritten herein.

44. Defendants owed plaintiffs a duty to refrain from acting in a willful and wanton manner toward the plaintiffs.

45. Defendant, LOCKFORMER, by and through its corporate officers, directors and managerial agents, has acted willfully and wantonly with respect to the plaintiffs in one or more of the following ways:

(a) allowed TCE to be delivered into an above-ground storage tank without a functioning sight glass that would enable delivery personnel to adequately identify how full the tank was;

(b) allowed TCE to be delivered into an above-ground storage tank that caused TCE to be spilled directly into the environment when the tank was over-filled;

(c) failed to take any measures to stop the continued and repeated spillage of TCE into the environment during the TCE tank refilling process from 1968 through 1992;

(d) released TCE into the drains and sewage pipes despite clear instructions in the TCE Material Safety Data Sheet which prohibits such releases;

(e) failed to take any measures to define the nature and extent of TCE contamination on its property until 1992 despite prior knowledge of TCE releases on its property for a period of at least six (6) years;

(f) failed to take timely measures to define the nature and extend of off-site contamination despite warnings in 1992 from environmental consultants that its neighbors could be affected by the on-site releases of TCE;

(g) failed to test its property for TCE contamination prior to 1992 despite advice from an environmental consultant to do so in 1991;

(h) failed to test its property for TCE contamination prior to 1992 despite knowledge of TCE releases at its property since 1969;

(i) failed to test offsite potable water wells until 1999 despite advice from environmental consultants to do so in 1992 and knowledge of releases of TCE on its property since at least 1986;

(j) delayed its own retained experts from investigating the trichloroethylene contamination on and off its property;

(k) failed to timely use the settlement proceeds from its lawsuit against Honeywell to investigate, delineate and remediate TCE contamination on and off its property;

(l) attempted to use settlement proceeds from its lawsuit with Honeywell as profits instead of utilizing the proceeds to investigation, delineate and/or remediate the TCE contamination on and off its property;

(m) failed to timely pay its environmental consultants even though it had $800,000.00 from settlement proceeds from its lawsuit and despite knowledge that refusal to pay must result in delay in defining the nature and extent of TCE contamination;

(n) failed to notify any regulatory commission, including the IEPA or USEPA, regarding releases of TCE at its property until 1994 despite knowledge of TCE releases on its property since at least 1986 and actual knowledge of TCE contamination in its soil on its property in 1992;

(o) failed to comply with the provisions of the Voluntary Site Remediation Program resulting

in its forced removal from said program in 2001;

(p) failed to delineate the nature and extent of the TCE contamination on and off its property;

(q) failed to warn the public, including the plaintiffs, of the releases of toxic chemicals on its property until 2000, despite knowledge that said releases constitute a public health hazard and despite knowledge that said releases had been occurring on its property since 1968;

(r) mislead the public, including the plaintiffs, of the nature and extent of TCE contamination on and off its property when it finally revealed the presence of TCE contamination on its property;

(s) mislead the Village of Lisle regarding the nature and extent of on and off-site contamination so it could obtain a no further remediation letter and avoid incurring expenses associated with remediating the threat posed to the public health by the TCE contamination on and off its property.

46. Defendant, HONEYWELL, by and through the corporate officers, directors and managerial agents of its successors in interest, Baron Blakeslee and Allied Signal, acted willfully and wantonly with respect to the plaintiffs in one or more of the following ways:

(a) provided its customer with an above-ground storage tank for use with the hazardous chemical trichloroethylene, without equipping it with a properly functioning sight glass;

(b) failed to properly maintain the above-ground trichloroethylene storage tank and install a properly working sight glass for a period extending from 1968 through at least 1986;

(c) provided a TCE above-ground storage tank that allowed trichloroethylene to spill directly into the environment when the tank was over-filled;

(d) continually and repeatedly filled the above-ground storage tank with actual knowledge that the procedures in place would result in a trichloroethylene spill into the environment;

(e) failed to take any measures to ascertain the nature and extent of TCE contamination at the Lockformer facility despite actual knowledge of releases of TCE spills at the facility that occurred continually and repeatedly from 1968 through 1992;

(f) failed to warn the public, including the plaintiffs, of the releases of toxic chemicals at the Lockformer facility despite knowledge that said releases constitute a public health hazard;

(g) failed to test offsite potable water wells despite advice from its own environmental consultants to do so in 1992 and knowledge of releases of TCE at the Lockformer facility since at least 1968;

(h) failed to notify any regulatory commission, including the IEPA and USEPA, regarding releases of TCE at the Lockformer facility despite knowledge that TCE was released at the facility continuously and repeatedly from 1968 through 1986.

RELIEF PRAYED

47. Plaintiffs restate Paragraphs 1 through 46 as if fully rewritten herein.

48. As a direct and proximate result of the acts and/or omissions of defendants, as set forth in Paragraphs 1 through 47, and Counts I through IV specifically, plaintiffs have been damaged in the following regards:

(a) diminution of value of plaintiffs' real property;

(b) physical damage to plaintiffs' real property with respect to the presence of toxic chemicals including TCE within, upon and beneath plaintiffs' property;

(c) diminution of marketability of plaintiffs' real property;

(d) loss of use;

(e) loss of enjoyment;

(f) the cost(s) of purchase(s) of uncontaminated bottled water;

(g) the increased and significant risk of serious injury, disease and death;

(h) emotional distress, including fear of acquisition of disease associated with TCE exposure.

49. Plaintiffs request the following relief:

(a) Compensation for the diminution of value of plaintiffs' real properties;

(b) Compensation for the cost of repair, remediation and/or clean-up of plaintiffs' real properties;

(c) Compensation for the diminution of marketability of plaintiffs' real properties;

(d) Compensation for the loss of use of plaintiffs' real properties;

(e) Compensation for the loss of enjoyment of plaintiffs' real properties;

(f) Compensation for the cost(s) of connection with/to safe municipal water;

(g) Compensation for emotional distress, including, the fear, anxiety, and other psychological damages caused by the increased and significant risk of serious disease, injury and/or death;

(h) Punitive damages, in as much as Defendants' conduct was carried out with wanton and willful disregard for the rights and/or the interests of Plaintiffs;

(i) All other relief that this Honorable Court deems just and equitable.

WHEREFORE, the Plaintiffs, JEANETTE DEVANE; BARBARA L. FRANTIK; THOMAS G. FRANTIK; LEE J. HERRERA; JANE KUTA; RICHARD KUTA; MICHAEL PAPADOULOS; ANDREW WROBLE and KAREN MULACEK; individually, demand judgment against the defendants, THE LOCKFORMER COMPANY, a Division of MET-COIL SYSTEMS CORPORATION; ALLIED SIGNAL, INC.; and HONEYWELL INTERNATIONAL, INC., individually, jointly, and severally, in the following respects:

(1) With regard to Count I, judgment in excess of $50,000.00;

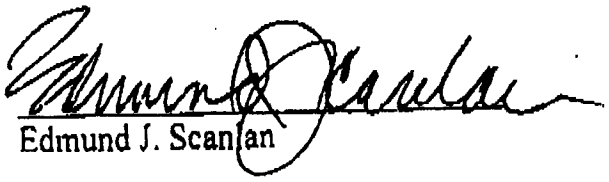
(2) With regard to Count II, judgment in excess of $50,000.00;

(3) With regard to Count III, judgment in excess of $50,000.00;

(4) With regard to Count IV, judgment in excess of $50,000.00;

(5) Interest, costs, attorney's fees and all other appropriate judgments.

Law Offices of Edmund J. Scanlan Ltd.

By: 
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