

IN RE: ASBESTOS LITIGATION

DOCKET NO.: FBT-CV23-6120092-S

SUPERIOR COURT

CONRAD JOHNS and ELIZABETH JOHNS

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JUDICIAL DISTRICT
OF FAIRFIELD

VS.

AT BRIDGEPORT

ALFA LAVAL, INC. et al.

April 6, 2023

**DEFENDANT, SCHNEIDER ELECTRIC USA, INC.,
f/k/a SQUARE D COMPANY'S ANSWER, SPECIAL DEFENSES,
AND CROSS-CLAIM TO PLAINTIFFS' SECOND AMENDED COMPLAINT**

Defendant, Schneider Electric USA, Inc., f/k/a Square D Company (hereinafter "Square D" or "Defendant") hereby files its Answer, Special Defenses and Cross-Claim to Plaintiffs' Second Amended Complaint dated March 6, 2023, as follows:

COUNT I

(Product Liability as Against all Defendants)

1. As to the allegations contained in Paragraph 1, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.
2. As to the allegations contained in Paragraph 2, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.
3. The defendant denies the allegations contained in Paragraph 3 that relate to Square D. As to the remaining allegations contained in Paragraph 3, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.
4. As to the allegations contained in Paragraph 4, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

5. As to the allegations contained in Paragraph 5, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

6. The defendant denies the allegations contained in Paragraph 6 that relate to Square D. As to the remaining allegations contained in Paragraph 6, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

7. The defendant denies the allegations contained in Paragraph 7 that relate to Square D. As to the remaining allegations contained in Paragraph 7, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

8. As to the allegations contained in Paragraph 8, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

9. The defendant denies the allegations contained in Paragraph 9 that relate to Square D. As to the remaining allegations contained in Paragraph 9, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

10. The defendant denies the allegations contained in Paragraph 10 that relate to Square D. As to the remaining allegations contained in Paragraph 10, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to his proof.

11. The defendant denies the allegations contained in Paragraph 11 that relate to Square D. As to the remaining allegations contained in Paragraph 11, the defendant has

insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

12. The defendant denies the allegations contained in Paragraph 12 that relate to Square D. As to the remaining allegations contained in Paragraph 12, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

13. The defendant denies the allegations contained in Paragraph 13 that relate to Square D. As to the remaining allegations contained in Paragraph 13, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

14. The defendant denies the allegations contained in Paragraph 14 that relate to Square D. As to the remaining allegations contained in Paragraph 14, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

15. The defendant denies the allegations contained in Paragraph 15 that relate to Square D. As to the remaining allegations contained in Paragraph 15, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

16. The defendant denies the allegations contained in Paragraph 16 that relate to Square D. As to the remaining allegations contained in Paragraph 16, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

17. The defendant denies the allegations contained in Paragraph 17 that relate to Square D. As to the remaining allegations contained in Paragraph 17, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

18. The defendant denies the allegations contained in Paragraph 18 that relate to Square D. As to the remaining allegations contained in Paragraph 18, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

19. The defendant denies the allegations contained in Paragraph 19 that relate to Square D. As to the remaining allegations contained in Paragraph 19, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

20. The defendant denies the allegations contained in Paragraph 20 that relate to Square D. As to the remaining allegations contained in Paragraph 20, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

21. The defendant denies the allegations contained in Paragraph 21 that relate to Square D. As to the remaining allegations contained in Paragraph 21, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

22. The defendant denies the allegations contained in Paragraph 22 that relate to Square D. As to the remaining allegations contained in Paragraph 22, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

23. The allegations contained in Paragraph 23 call for a legal conclusion and, therefore, no response is required.

COUNT II

(Recklessness as to all Defendants)

1-23. The defendant incorporates by reference its responses to Paragraphs 1-23 of the preceding counts and makes them its responses to Paragraphs 1-23 of Count II, as if set forth in full.

24. The defendant denies the allegations contained in Paragraph 24 that relate to Square D. As to the remaining allegations contained in Paragraph 24, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

25. The defendant denies the allegations contained in Paragraph 25 that relate to Square D. As to the remaining allegations contained in Paragraph 25, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

26. The defendant denies the allegations contained in Paragraph 26 that relate to Square D. As to the remaining allegations contained in Paragraph 26, the defendant has insufficient knowledge upon which to form a belief and, therefore, leaves the plaintiffs to their proof.

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