

STATE OF CONNECTICUT

DOCKET NUMBER: FBT-CV23-6120092-S

SUPERIOR COURT  
JUDICIAL DISTRICT OF  
FAIRFIELD AT  
BRIDGEPORT

CONRAD JOHNS and	)
ELIZABETH JOHNS,	)
	)
Plaintiffs,	)
	)
	)
v.	)
	)
ALFA LAVAL, INC., et al.,	)
	)
Defendants.	)

May 3, 2023

**DEFENDANT ALFA LAVAL INC.’S  
MOTION FOR SUMMARY JUDGMENT**

NOW COMES Defendant named as Alfa Laval Inc. (hereinafter “Defendant” or “Alfa Laval”), and pursuant to Practice Book § 17-44 et seq., hereby moves this Honorable Court to enter summary judgment on its behalf, as there are no genuine issues of material fact and Alfa Laval is entitled to judgment as a matter of law.

In further support of this Motion, Alfa Laval files herewith its Memorandum of Law in Support of its Motion for Summary Judgment.

Wherefore, Alfa Laval respectfully requests this Honorable Court to:

1. Grant its Motion for Summary Judgment as to all counts of Plaintiffs’ Third Amended Complaint and all counts of the cross-claims of the Defendants/Cross-claim Plaintiffs;
2. Provide such other relief as this Honorable Court deems necessary.

Respectfully submitted,  
Defendant Alfa Laval Inc.,  
By its Attorney:

/s/ 426465

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**CERTIFICATE OF SERVICE**

I, Kevin W. Hadfield, attorney for Defendant Alfa Laval Inc., hereby certify that I served a copy of the above document electronically on Christopher Meisenkothen, Esq. of Early, Lucarelli, Sweeney & Meisenkothen, LLC and notice of same on all known defense counsel of record, on May 3, 2023.

/s/ 426465

Kevin W. Hadfield, Esq.

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May 3, 2023

**DEFENDANT ALFA LAVAL INC.’S MEMORANDUM OF LAW IN  
SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

**I. INTRODUCTION**

NOW COMES Defendant named as Alfa Laval Inc. (hereinafter “Defendant” or “Alfa Laval”), by and through its undersigned attorneys, and pursuant to Practice Book § 17-44 et seq., hereby moves this Honorable Court to enter summary judgment on its behalf, as there are no genuine issues of material fact and Alfa Laval is entitled to judgment as a matter of law. Plaintiffs bring this action to recover for, among other things, injuries suffered by Plaintiff, Conrad Johns (hereinafter “Mr. Johns” or “Plaintiff”), due to his alleged exposure to asbestos-containing products, including products sold by Alfa Laval. Alfa Laval is entitled to judgment as a matter of law as there is no evidence that Mr. Johns ever came in contact with an asbestos-containing product sold or supplied by Alfa Laval.

## **II. STATEMENT OF MATERIAL FACTS**

Plaintiffs' Third Amended Complaint contains allegations that Mr. Johns was exposed to asbestos-containing products through his work in the Navy from approximately 1959-1963 and International Business Machines Corporation in the mid-to-late 1960s (See Plaintiffs' Third Amended Complaint attached hereto as Exhibit 1, Count I, para. 5.) This alleged contact caused Mr. Johns' asbestos-related injuries (Id. at para. 5). However, Plaintiffs have not produced any evidence that Mr. Johns ever worked with and/or around any Alfa Laval product(s), much less an asbestos-containing Alfa Laval product. Furthermore, there has been no evidence produced by the Defendants/Cross-claim Plaintiffs that would give rise to a cause of action against Alfa Laval.

## **III. LAW AND ARGUMENT**

Practice Book § 17-49 states that summary judgment "shall be rendered forthwith if the pleadings, affidavits and any other proof submitted show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." The party seeking summary judgment has "the burden of showing the absence of any genuine issue as to all the material facts which, under applicable principles of substantive law, entitle him to a judgment as a matter of law." Suarez v. Dickmont Plastics Corp., 229 Conn. 99, 105 (1994). The party opposing the motion for summary judgment in turn "must provide an evidentiary foundation to demonstrate the existence of a genuine issue of material fact." Id. The Court, when deciding a motion for summary judgment, must determine whether the moving party would be entitled to a directed verdict if the same set of facts were presented at trial. See Haesche v. Kissner, 229 Conn. 213, 217 (1994). A directed verdict is properly rendered when the evidence, viewed in the light most favorable to the non-moving party is such that the "trier of fact could not reasonably reach

any other conclusion than that embodied in the verdict as directed.” United Oil Co. v. Urban Redevelopment Comm., 158 Conn. 364, 380 (1969).

Plaintiffs bring this action pursuant to the Connecticut Product Liability Act, Conn. Gen. Stat. § 52-572m et seq. (“CPLA”). In order to recover under the provisions of the CPLA, Plaintiff must prove that:

- (1) the defendant was engaged in the business of selling the product;
- (2) the product was in a defective condition unreasonably dangerous to the consumer or user; (3) the defect caused the injury for which compensation was sought; (4) the defect existed at the time of the sale; and (5) the product was expected to and did reach the consumer without substantial change in its condition. Restatement (Second) of Torts, § 402A (1965).

See Giglio v. Connecticut Light and Power Co., 180 Conn. 230, 234 (1980). See also, Zichichi v. Middlesex Memorial Hospital, 204 Conn. 399, 403 (1987); Coe-Park Donuts, Inc. v. Robertshaw Controls Co., 1 Conn. App. 84, 88-89 (1983). Plaintiffs must also prove that the defect proximately caused their injuries. See Haesche, 229 Conn. at 218 citing Wierzbicki v. W.W. Grainger, Inc., 20 Conn. App. 332, 334 (1989).

It is not enough for Plaintiffs to allege exposure to a defendant’s product as mere allegations of exposure do not establish exposure as a matter of law. See Miller v. United Technologies Corp., 233 Conn. 732, 745 (1995). Moreover, when the size of workplaces where asbestos was commonly used is considered, mere proof that a plaintiff and an asbestos product are in the workplace at the same time does not establish exposure to that product. See Roberts v. Owens-Corning Fiberglas Corp., 726 F. Supp. 172, 174 (W.D. Mich. 1989). The “plaintiff must

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