

IN RE: BRIDGEPORT ASBESTOS LITIGATION

FBT-CV23-6120092-S

CONRAD JOHNS and ELIZABETH JOHNS

v.

ALFA LAVAL, INC., et al.

SUPERIOR COURT

J.D. OF FAIRFIELD

AT BRIDGEPORT

June 30, 2023

**DEFENDANT THE SHERWIN-WILLIAMS COMPANY'S ANSWER TO PLAINTIFFS'
THIRD AMENDED COMPLAINT**

The Sherwin-Williams Company (“Sherwin-Williams”), a defendant in the above-captioned action, respectfully submits the following Answer and Special Defenses to Plaintiffs’ Third Amended Complaint (“Complaint”).

COUNT I

1-2. As to the allegations set forth in Paragraphs 1 and 2 of Count I of the Complaint, Sherwin-Williams lacks sufficient knowledge or information upon which to form a belief and therefore denies same in its entirety. Plaintiffs are left to their proofs.

3. Sherwin-Williams lacks sufficient knowledge or information upon which to form a belief as to what is meant by “conducted business in the State of Connecticut” and therefore denies same at this time. Sherwin-Williams denies the remaining allegations of Paragraph 3 of Count I of the Complaint to the extent the allegations are directed at it. As to the remaining allegations in this paragraph, Sherwin-Williams does not have sufficient knowledge or information upon which to form a belief to the extent they relate to other defendants. Plaintiffs are left to their proofs.

4. Sherwin-Williams denies the allegations of Paragraph 4 of Count I of the Complaint to the extent the allegations relate to Sherwin-Williams. As to the remaining allegations of Paragraph 4 of Count I of the Complaint, Sherwin-Williams does not have sufficient knowledge or information upon which to form a belief as they relate to other defendants, and therefore leaves Plaintiffs to their proofs.

5. Sherwin-Williams denies Paragraph 5 of Count I of the Complaint to the extent allegations set forth therein relate to Sherwin-Williams. Sherwin-Williams does not have sufficient knowledge or information upon which to form a belief as to the remaining allegations in this paragraph as they relate to other defendants and therefore leaves Plaintiffs to their proofs.

6. Sherwin-Williams denies the allegations of Paragraph 6 of Count I of the Complaint as they relate to it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases, limitations, obligations and/or impairments. Sherwin-Williams lacks sufficient knowledge or information upon which to form a belief as to the remaining allegations of this paragraph to the extent they relate to other defendants. Plaintiffs are left to their proofs.

7. Sherwin-Williams denies the allegations of Paragraph 7 of Count I of the Complaint as they relate to it. Sherwin-Williams lacks sufficient knowledge or information upon which to form a belief as to the remaining allegations of this paragraph to the extent they relate to other defendants. Plaintiffs are left to their proofs.

8-10. Sherwin-Williams denies the allegations of Paragraphs 8 through 10 of Count I of the Complaint as they relate to it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases,

limitations, obligations and/or impairments. Sherwin-Williams lacks sufficient knowledge or information upon which to form a belief as to the remaining allegations of these paragraphs to the extent they relate to other defendants. Plaintiffs are left to their proofs.

11-15. Sherwin-Williams denies all allegations set forth in Paragraphs 11 through 15 of Count I of the Complaint as they relate to it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases, limitations, obligations and/or impairments. Sherwin-Williams lacks sufficient knowledge or information upon which to form a belief as to the remaining allegations of these paragraphs to the extent they relate to other defendants. Plaintiffs are left to their proofs.

16. Sherwin-Williams denies the allegations, including all subparts, set forth in Paragraph 16 of Count I of the Complaint to the extent they are directed at it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases, limitations, obligations and/or impairments. To the extent the allegations in Paragraph 16 relate to other defendants, Sherwin-Williams lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

17-22. Sherwin-Williams denies the allegations set forth in Paragraphs 17 through 22 of Count I of the Complaint to the extent same are directed at it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases, limitations, obligations and/or impairments. To the extent the allegations in these paragraphs relate to other defendants, Sherwin-Williams lacks knowledge or

information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

23. As Paragraph 23 of the Complaint does not set forth factual allegations, and only legal conclusions, Sherwin-Williams does not admit or deny. However, to the extent that it is determined that factual allegations have been asserted against Sherwin-Williams, same are denied in their entirety.

COUNT II

1-23. Sherwin-Williams' responses to Paragraphs 1-23 of the Complaint are hereby incorporated as if fully set forth herein.

24-28. Sherwin-Williams denies the allegations set forth in Paragraphs 24 through 28 of Count II of the Complaint to the extent same are directed at it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases, limitations, obligations and/or impairments. To the extent the allegations in these paragraphs relate to other defendants, Sherwin-Williams lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

COUNT III

1-28. Sherwin-Williams' responses to Paragraphs 1-28 of the Complaint are hereby incorporated as if fully set forth herein.

29. Sherwin-Williams denies the allegations set forth in this paragraph to the extent same are directed at it. Without limiting its response, Sherwin-Williams specifically denies all allegations that any of its products or services, conduct, actions, omissions and/or its perceived knowledge caused or contributed to the Plaintiffs' alleged injuries, damages, diseases, limitations,

obligations and/or impairments. To the extent the allegations in these paragraphs relate to other defendants, Sherwin-Williams lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore denies them.

SPECIAL DEFENSES

FIRST SPECIAL DEFENSE

This Court lacks personal jurisdiction over The Sherwin-Williams Company for the causes of action alleged in Plaintiff's Complaint, pursuant to applicable statutes. Sherwin-Williams is neither incorporated nor has its principal place of business in Connecticut. Plaintiffs are not residents of the State of Connecticut pursuant to the first two paragraphs of this Complaint.

SECOND SPECIAL DEFENSE

This Court lacks subject matter jurisdiction over the claims set forth in the Plaintiffs' Complaint.

THIRD SPECIAL DEFENSE

Plaintiffs failed to join a party or parties necessary for a just adjudication of this matter, and has further omitted to state any reasons for such failure.

FOURTH SPECIAL DEFENSE

The causes of action alleged in Plaintiffs' Complaint are barred by the applicable Statutes of Limitations and Repose set forth in C.G.S. § 52-577a.

FIFTH SPECIAL DEFENSE

The causes of action alleged in the Complaint are barred by the applicable Statute of Limitations set forth in C.G.S. § 52-577c.

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