

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

In the Court of Common Pleas
C/A No. 2013-CP-07- 1151

CHARLES D. HOLLEY and KATHLEEN HOLLEY,)
his wife,)

Plaintiffs,)

v.)

FORD MOTOR COMPANY,)

CHEVRON U.S.A., INC.,)
as successor-in-interest by)
merger to TEXACO, INC.;)

EXXON MOBIL CORPORATION,)

SAFETY-KLEEN SYSTEMS, INC.,)

SYSTEMONE TECHNOLOGIES, INC.,)

BG PRODUCTS, INC.,)

CRC INDUSTRIES, INC.,)

RADIATOR SPECIALTY COMPANY,)

3M COMPANY,)

GENUINE PARTS COMPANY, INC.)
d/b/a NAPA AUTO PARTS,)

AUTO PARTS OF BEAUFORT, INC.)
d/b/a CARQUEST AUTO PARTS OF BEAUFORT,)

SEA ISLAND AUTOMOTIVE, INC. ,)

THE B'LASTER CORPORATION,)

ZEP, INC., and)

JOHN DOE, as a generic designation for any persons)
or entities whose identification may hereafter become)
known through discovery or otherwise,)

Defendants.)

COMPLAINT
(Personal Injury)

Jury Trial Demanded

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The Plaintiffs, complaining of the Defendants, allege and say:

GENERAL ALLEGATIONS

Identification of Parties

1. Plaintiffs, Charles D. Holley [hereinafter sometimes referred to as “Holley” or “Plaintiff”] and Kathleen Holley, his wife, are citizens and residents of Beaufort County, South Carolina.

2. Defendant Auto Parts of Beaufort Inc. d/b/a CARQUEST Auto Parts of Beaufort is a corporation organized under and existing by virtue of the laws of the State of South Carolina, and which, upon information and belief, has its principal place of business in Beaufort County, South Carolina. It has provided automotive parts and supplies in Beaufort County as a CARQUEST facility since at least 2010. Defendant Sea Island Automotive, Inc. is also a corporation organized under and existing by virtue of the laws of the State of South Carolina, and which, upon information and belief, also has its principal place of business in Beaufort County, South Carolina. It provided automotive parts and supplies in Beaufort County as a CARQUEST facility since at least 1983. The remaining Defendants are foreign corporations who are amenable to jurisdiction in the Courts of South Carolina by virtue of their respective conduct of substantial and/or systematic business in South Carolina which subjects them to the jurisdiction of the South Carolina Courts pursuant to the South Carolina Long-Arm Statute. Each Defendant manufactured, processed, compounded, distributed, and/or retailed substantial amounts of benzene-containing gasoline, mixed solvents, aromatic-hydrocarbon products or chlorinated-hydrocarbon products which were sold, distributed and used in South Carolina. The Plaintiff was exposed to benzene-containing gasoline, various mixed solvents, aromatic-hydrocarbon products and chlorinated-hydrocarbon products, primarily in Beaufort County, South Carolina, and, upon information and belief, such exposure contributed in part to the Plaintiff's contraction of multiple myeloma, a progressive, insidious and incurable disease.

3. Defendants are corporations licensed to do business in the State of South Carolina or if not licensed to do business in South Carolina have conducted substantial and/or systematic business in South Carolina.

4. The cause of action arose within the State of South Carolina due to the acts and omissions of the Defendants, and the most substantial part of the acts and/or omissions hereinafter complained of occurred in Beaufort County, South Carolina.

5. Plaintiff was employed as a mechanic at Gene's Texaco in Beaufort, South Carolina from 1970 to 1976. From 1976 through 1989, Plaintiff was employed as a mechanic at Merritt Motors Ford dealership in Beaufort, South Carolina. In 1989, Merritt Motors became O. C. Welch Ford, Lincoln, Mercury. Plaintiff worked for the O. C. Welch dealership from 1989 until the mid-2000's, at which time Plaintiff became a civilian mechanic at the Marine Corps Community Services [hereinafter sometimes referred to as "MCCS"] on Parris Island, South Carolina, and is presently employed in that position. Plaintiff's work as a mechanic exposed him to benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products as well as chlorinated hydrocarbon-containing products that were manufactured, distributed, or placed into the stream of commerce by the Defendants during the time described above. Plaintiff is informed and believes that his exposure to said products caused him to contract multiple myeloma.

6. Plaintiff, Kathleen Holley, is the wife of Plaintiff, Charles D. Holley, and states a derivative claim for damages as more fully set forth below.

7. Defendants, acting through their agents, servants, and/or employees, caused and have caused in the past, certain benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to be placed in the stream of industry and commerce with the result that said products came into use by the Plaintiff.

8. The Defendants are more specifically defined below:

8a. Defendant FORD MOTOR COMPANY [hereinafter referred to as "Ford"] is a Delaware corporation which has its principal place of business in Dearborn, Michigan, and does or has done significant and substantial business in the State of South Carolina. The Defendant, Ford, manufactured, distributed and/or sold Motorcraft aromatic hydrocarbon-containing and chlorinated hydrocarbon-containing products, either directly or indirectly to Plaintiff's employers, Merritt Motors Ford dealership and O. C. Welch Ford, Lincoln, Mercury dealership or to such other entities so that these materials were caused to be used on Plaintiff's aforementioned job sites.

8b. Defendant CHEVRON U.S.A., INC. as successor-in-interest through merger or acquisition to Texaco, Inc. [hereinafter sometimes referred to as "Chevron"] is a Pennsylvania corporation, which has its principal place of business in San Ramon, California, and does or has done significant and substantial business in the State of South Carolina. The Defendant, Chevron's predecessor, Texaco, Inc. manufactured, distributed and/or sold benzene-containing gasoline, aromatic hydrocarbon-containing products and chlorinated hydrocarbon-containing products, either directly or indirectly to Plaintiff's employer, Gene's Texaco, or to such other entities so that these materials were caused to be used on the job site at Gene's Texaco.

8c. Defendant Exxon Mobil Corporation [hereinafter sometimes referred to as "Exxon"] is a New Jersey corporation, which has its principal place of business in Irving, Texas, and does or has done significant and substantial business in the State of South Carolina. Defendant Exxon manufactured, supplied, and/or distributed mixed solvents, including aromatic hydrocarbon-containing products, either directly or indirectly to Plaintiff's employers, or to such other entities so that these materials were caused to be used on the aforementioned job sites.

8d. Defendant, SAFETY-KLEEN SYSTEMS, INC. [hereinafter sometimes referred to as "Safety-Kleen"] is a Wisconsin corporation which has its principal place of business

in Plano, Texas, and does or has done significant and substantial business in the State of South Carolina. Defendant Safety-Kleen manufactured, supplied, and/or distributed mixed solvents, including aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff's employers.

8e. Defendant, SYSTEMONE TECHNOLOGIES, INC. [hereinafter sometimes referred to as "SystemOne"] is a Florida corporation which has its principal place of business in Doral, Florida, and does or has done significant and substantial business in the State of South Carolina. Defendant SystemOne manufactured, supplied, and/or distributed mixed solvents, including aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff's employers, Merritt Motors Ford dealership, O. C. Welch Ford, Lincoln, Mercury, and MCCS, or to such other entities so that these materials were caused to be used on the aforementioned job sites.

8f. Defendant, BG PRODUCTS, INC. [hereinafter referred to as "BG"], is a Kansas corporation with its principal place of business in Wichita, Kansas, and does or has done significant and substantial business in the State of South Carolina. The Defendant, BG, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff's employer, OC Welch Ford, Lincoln, Mercury, or to such other entities so that these materials were caused to be used on Plaintiff's job site.

8g. Defendant CRC Industries, Inc. [hereinafter sometimes referred to as "CRC"] is a Pennsylvania corporation which has its principal place of business in Warminster, Pennsylvania, and does or has done significant and substantial business in the State of South Carolina. The Defendant, CRC, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff's employers, or to such other entities so that these materials were caused to be used on Plaintiff's job sites.

8h. Defendant Radiator Specialty Company [hereinafter sometimes referred to as “Radiator Specialty”] is a North Carolina corporation which has its principal place of business in Charlotte, North Carolina, and does or has done significant and substantial business in the State of South Carolina. The Defendant, Radiator Specialty, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff’s employers, or to such other entities so that these materials were caused to be used on Plaintiff’s job sites.

8i. Defendant, 3M Company [hereinafter referred to as “3M”], is a Delaware corporation with its principal place of business in St. Paul, Minnesota, and does or has done significant and substantial business in the State of South Carolina. The Defendant, 3M, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff’s employers, O.C. Welch Ford, Lincoln, Mercury and MCCA, or to such other entities so that these materials were caused to be used on Plaintiff’s job sites.

8j. Defendant Genuine Parts Company, Inc. d/b/a NAPA Auto Parts [hereinafter referred to as “NAPA”], is a Georgia corporation with its principal place of business in Atlanta, Georgia, and does or has done significant and substantial business in the State of South Carolina, including Beaufort County. The Defendant, NAPA, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to one or more of Plaintiff’s employers, or to such other entities so that these materials were caused to be used on Plaintiff’s job sites.

8k. Defendants Auto Parts of Beaufort, Inc. d/b/a CARQUEST Auto Parts of Beaufort and Sea Island Automotive, Inc. [hereinafter referred to jointly as “CARQUEST”] are South Carolina corporations which, upon information and belief, have their principal places of business in Beaufort County, South Carolina, and do or have done significant and substantial

business in the State of South Carolina. Defendant, CARQUEST, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to one or more of Plaintiff's employers, or to such other entities so that these materials were caused to be used on Plaintiff's job sites.

8l. Defendant, THE B'LLASTER CORPORATION [hereinafter referred to as "Blaster"], is an Ohio corporation with its principal place of business in Valley View, Ohio, and does or has done significant and substantial business in the State of South Carolina. Defendant, Blaster, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff's employers, O.C. Welch Ford, Lincoln, Mercury and MCCS or to such other entities so that these materials were caused to be used on Plaintiff's job sites.

8m. Defendant, ZEP, INC. [hereinafter referred to as "Zep"], is a Delaware corporation with its principal place of business in Atlanta, Georgia, and does or has done significant and substantial business in the State of South Carolina. Defendant, Zep, manufactured, distributed and/or sold aromatic hydrocarbon-containing and/or chlorinated hydrocarbon-containing products to Plaintiff's employer, O.C. Welch Ford, Lincoln, Mercury, or to such other entities so that these materials were caused to be used on Plaintiff's job site.

8n. Defendant JOHN DOE is a generic designation for any persons or entities whose identification may hereafter become known through discovery or otherwise, and whose acts and/or omissions caused or contributed to the injuries and damages herein complained of. In the event such persons or entities are identified, Plaintiff will seek to include them as named defendants in this action.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST THE ABOVE-CAPTIONED DEFENDANTS**

9. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 8n as though they are fully set forth herein.

10. Defendants are, or at times relevant hereto were manufacturers, processors, and/or suppliers of benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products.

11. Defendants, acting by and through their servants, agents and employees, duly authorized and acting within the scope and authority of their employment, caused benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products to be placed into the stream of interstate and intrastate commerce and have done so for a number of years preceding the filing of this civil action, and in particular, Defendants, sold, distributed and transported large quantities of benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products to Plaintiff's employers identified in paragraph 5 above, with the result that said benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products came into use by and around Plaintiff, Charles D. Holley.

12. Holley, whose livelihood was dependent upon the mechanic work that he did for his employers, was required to work with and around the benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products manufactured, processed, supplied, and/or sold by Defendants, and said Defendants knew, or in the exercise of reasonable care, should have known that persons employed, as Holley was, would be required to and would, in fact, come into contact with, and work in close proximity to their benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products in the forms aforesaid.

13. Holley's illness, disability and damages were directly and proximately caused by the negligence, carelessness, wilfulness, wantonness, and recklessness of Defendants, in that said

Defendants manufactured, processed, sold, supplied or otherwise put benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products upon the market and into the stream of interstate commerce, knowing, or which said Defendants, in the exercise of ordinary care, should have known, that said products were deleterious, poisonous, cancer-causing, and inherently dangerous and harmful to Holley's whole body, body chemistry, and general well-being; and said Defendants further knew, or in the exercise of reasonable care should have known that Holley would not know of such danger to his health; and said Defendants nonetheless, negligently, carelessly, wilfully, wantonly, and recklessly:

a. failed to advise Holley of the dangerous characteristics of their benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products;

b. failed to advise Holley as to what, if any, would be reasonably safe and sufficient clothing, protective equipment and appliances to protect him from being poisoned and disabled as he was by exposure to such deleterious and harmful benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products;

c. failed and omitted to place any warnings, or sufficient warnings, on either their containers of the benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products, or shipping or billing documents to warn persons coming into contact with their benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products of the dangers to their health;

d. failed and omitted to take reasonable precautions or to exercise reasonable care to publish, adopt and enforce a safety plan and a safe method of handling and working with

benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products;

e. failed to adequately warn, if in fact they warned at all, persons such as Holley of the dangers to their health in coming into contact with, or breathing their benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products;

f. failed to recommend methods to improve the work environment;

g. failed to develop alternative products;

h. continued to use and market known cancer-causing products, to-wit, benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products;

i. failed to remove or reduce the cancer-causing components of their benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products when it was feasible to do so; and

j. failed to make a reasonable inquiry to assure that Holley's employers were adequately warning and protecting individuals, such as Holley, against the hazards posed by exposure to their benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products.

14. As a direct and proximate result of the aforesaid negligence, carelessness, recklessness wilfulness, and wantonness of Defendants, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is more fully set forth below.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST ALL DEFENDANTS**

15. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 14 as though they are fully set forth herein.

16. Defendants, impliedly warranted that the benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products manufactured, processed, supplied, and/or sold by them to Holley's employers, and to which Holley was exposed were of good and merchantable quality, and fit and suitable for the use for which they were intended. Said implied warranties were breached, in that certain harmful, poisonous and deleterious and inherently dangerous fumes and vapors were given off from said products into the air and atmosphere wherein Holley carried out his job duties, and further in that benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products were absorbed into the human body when workers, such as Holley, came into contact with said products.

17. As a direct and proximate result of the breach of said implied warranties, by Defendants, herein above set forth, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is more fully set forth below.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS

18. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 17 as though they are fully set forth herein.

19. At all times mentioned herein, Plaintiff further alleges that despite the availability of economically feasible alternatives, Defendants manufactured, processed, sold or supplied the aforesaid benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and/or chlorinated hydrocarbon-containing products, and at the time they were used by and around

Holley in the manner and environment intended, said products were in a defective condition and were unreasonably dangerous and unfit for their intended use in that they were deleterious, poisonous and highly harmful to Holley's body. As a result, Defendants, are strictly liable in tort to those persons injured as a result of said defects, and in particular to the Plaintiff for Holley's illness, disability and damages.

20. As a direct and proximate result of the defective condition of the aforesaid products manufactured, processed, sold or supplied by Defendants, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is more fully set forth below.

**AS AND FOR A FOURTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, CHEVRON**

21. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 20 as though they are fully set forth herein.

22. Between 1970 and 1976, upon information and belief, Defendant Chevron through its predecessor Texaco, maintained a contractual relationship with an individual or entity who operated Gene's Texaco service station in Beaufort, South Carolina. Upon information and belief, as part of this relationship, Chevron's predecessor Texaco undertook to render services at and for Gene's Texaco service station necessary for the protection of third parties, including employees such as Holley.

23. Defendant Chevron's predecessor Texaco negligently, carelessly, recklessly, wilfully, and wantonly failed to exercise reasonable care in protecting its undertaking, in that it failed to provide a safe place to work for Holley at Gene's Texaco service station as alleged herein.

24. Defendant Chevron's predecessor Texaco's negligent, careless, reckless, wilful, and wanton failure to exercise reasonable care in protecting its undertaking in connection with Gene's

Texaco service station increased the risk that Holley would suffer harm, and in fact was a direct and proximate cause of Holley's development of multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is more fully set forth below.

**AS AND FOR A FIFTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, CHEVRON**

25. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 24 as though they are fully set forth herein.

26. Plaintiffs further allege that, throughout Holley's entire course of employment with Gene's Texaco, Defendant Chevron's predecessor Texaco exercised control over the financial, marketing, business and safety operations of Gene's Texaco service station in such a manner as to render Defendant, Chevron through its predecessor Texaco, liable under the doctrine of respondeat superior as master for its servant, Gene's Texaco.

27. Chevron, through its predecessor Texaco, is responsible for its servants', agents', and employees' negligent, careless, and reckless failures to provide Holley with a reasonably safe place to work.

28. As a direct and proximate result of Chevron's predecessor Texaco's negligence, carelessness, and recklessness, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is set forth below.

**AS AND FOR A SIXTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, CHEVRON**

29. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 28 as though they are fully set forth herein.

30. Plaintiff further alleges that, throughout Holley's employment with Gene's Texaco, Defendant Chevron's predecessor Texaco was engaged in a contractual association to carry out a

single business enterprise, to wit the sale of Texaco gasoline, for profit; and that Chevron's predecessor Texaco and Gene's Texaco combined their property, money, effects, skills and knowledge to accomplish said business enterprise in such a manner as to render Chevron liable as the successor of Texaco, as a joint venturer, for Gene's Texaco's negligent, careless, and reckless failure to provide Holley with a reasonably safe place to work.

31. As a direct and proximate result of the negligent, careless, and reckless manner in which the joint ventures between Defendant Chevron's predecessor Texaco and Gene's Texaco was operated, *i.e.* failing to provide Holley with a safe place to work, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is set forth below.

**AS AND FOR A SEVENTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, CHEVRON**

32. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 31 as though they are fully set forth herein.

33. Upon information and belief, Chevron's predecessor Texaco owned, maintained, controlled, supervised, inspected, and regulated the premises upon which Gene's Texaco did business.

34. Chevron's predecessor Texaco, as the owner of the premises who maintained, controlled, supervised, inspected, and regulated the premises upon which Gene's Texaco operated and did business, owed plaintiff the duty to provide a reasonably safe place to work and a duty to exercise reasonable care in protecting him from work place hazards.

35. Through his work on Chevron's predecessor Texaco's premises, Holley was exposed to cancer-causing benzene-containing gasoline, mixed solvents, aromatic hydrocarbon-containing products, and chlorinated hydrocarbon-containing products.

36. At all times relevant herein, Holley was exposed to the hazards of the above-mentioned substances in the ordinary and regular course of his employment on the Texaco facilities.

37. At all times mentioned herein, Chevron's predecessor Texaco, carelessly, negligently, recklessly, wilfully, and wantonly operated, maintained, controlled, supervised, inspected and regulated the aforementioned service station work place in that Chevron's predecessor Texaco carelessly, negligently, recklessly, wilfully, and wantonly failed to maintain proper and adequate safeguards about the service station; failed to provide safe and sufficient safeguards, precautions and devices over and about the service station, so as to permit the creation of dangerous and unsafe working places, which the Defendant Chevron's predecessor Texaco knew, or in the exercise of reasonable care should have known existed.

38. As a direct and proximate result of the carelessness, negligence, recklessness, wilfulness, and wantonness of Chevron's predecessor Texaco, Holley developed multiple myeloma, as a consequence of which Holley was severely injured, disabled, and damaged as more fully set forth below.

**AS AND FOR A EIGHTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, FORD**

39. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 38 as though they are fully set forth herein.

40. Between 1976 and the mid-2000's, upon information and belief, Defendant Ford, maintained a contractual relationship with an individual(s) or entity(ies) who operated the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership identified above. Upon information and belief, as part of this relationship, Ford undertook to render services at and for the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership necessary for the protection of third parties, including employees such as Holley.

41. Defendant Ford negligently, carelessly, recklessly, wilfully, and wantonly failed to exercise reasonable care in protecting its undertaking, in that it failed to provide a safe place to work for Holley at the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership as alleged herein.

42. Defendant Ford's negligent, careless, reckless, wilful, and wanton failure to exercise reasonable care in protecting its undertaking in connection with the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership increased the risk that Holley would suffer harm, and in fact was a direct and proximate cause of Holley's development of multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is more fully set forth below.

**AS AND FOR A NINTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, FORD**

43. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 42 as though they are fully set forth herein.

44. Plaintiffs further allege that, throughout Holley's entire course of employment with the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership Ford exercised control over the financial, marketing, business and safety operations of the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership in such a manner as to render Defendant Ford liable under the doctrine of respondeat superior as master for its servants, Merritt Motors Ford dealership and O.C. Welch Ford, Lincoln Mercury dealership.

45. Ford is responsible for its servants', agents', and employees' negligent, careless, and reckless failures to provide Holley with reasonably safe places to work.

46. As a direct and proximate result of Ford's negligence, carelessness, and recklessness, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is set forth below.

**AS AND FOR A TENTH CAUSE OF ACTION
SOLELY AGAINST THE DEFENDANT, FORD**

47. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 46 as though they are fully set forth herein.

48. Plaintiff further alleges that, throughout Holley's employment with the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership, Defendant Ford was engaged in a contractual association to carry out a single business enterprise, to wit the sale and service of Ford vehicles, for profit; and that Ford and the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership combined their property, money, effects, skills and knowledge to accomplish said business enterprise in such a manner as to render Ford liable, as a joint venturer, for the Merritt Motors Ford dealership's and the O.C. Welch Ford, Lincoln Mercury dealership's negligent, careless, and reckless failure to provide Holley with reasonably safe places to work.

49. As a direct and proximate result of the negligent, careless, and reckless manner in which the joint ventures between Defendant Ford and the Merritt Motors Ford dealership and the O.C. Welch Ford, Lincoln Mercury dealership were operated, *i.e.* failing to provide Holley with a safe place to work, Holley developed multiple myeloma, as a consequence of which Holley has been severely injured, disabled, and damaged as is set forth below.

INJURIES COMPLAINED OF AS TO ALL CAUSES OF ACTION

50. The Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 49 as if fully set forth herein.

51. Plaintiff, as a result of the conduct of the Defendants above-stated, contracted multiple myeloma.

52. As a result of the Defendants' conduct and the Plaintiff's injuries resulting therefrom, the Plaintiff has endured and will continue to endure tremendous physical pain and suffering and mental anguish, and did incur and will continue to incur medical expenses, lost earnings and earning capacity, diminished life expectancy, and was otherwise damaged.

**AS AND FOR AN ELEVENTH CAUSE OF ACTION AGAINST THE DEFENDANTS,
THE PLAINTIFF'S SPOUSE RESPECTFULLY ALLEGES THE FOLLOWING:**

53. Plaintiffs incorporate by reference, the foregoing paragraphs 1 through 52 as though they are fully set forth herein.

54. The Plaintiff's spouse, Kathleen Holley, has suffered the loss of consortium, general services, companionship, and society of Holley as he contracted multiple myeloma, and will continue to suffer the loss of Holley's consortium, general services, companionship, and society for the remainder of their life.

55. The conduct of the Defendants as set forth above, was willful, wanton and with reckless disregard for the safety of the Plaintiffs, and therefore, justifies the award of punitive damages.

WHEREFORE, Plaintiffs pray for judgment against all Defendants for compensatory damages, jointly and severally as appropriate, in an amount to be determined by the trier of fact. Plaintiffs pray for judgment against all Defendants for punitive damages in an amount to be determined by the trier of fact. Plaintiffs further request prejudgment and post-judgment interest, as well as such other relief as a judge or jury shall find fair and just.

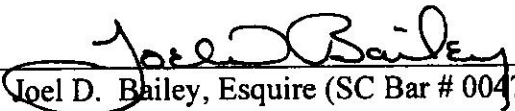
PLAINTIFFS DEMAND A TRIAL BY JURY.

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DATED this 2nd day of May, 2013.