

HARRY R. HASSEY and
CATHERINE HASSEY, h/w
3230 "A" Street
Philadelphia, Pa. 19134

YES.

UNIROYAL, INC.
Oxford Management & Research Center
Middlebury, Connecticut 06749

: CIVIL ACTION

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: NO.

1. The above-captioned matter is based upon the defendant's alleged negligence and engagement in ultrahazardous activities which have inflicted plaintiff, Harry R. Hassey, with lung cancer. A copy of the Complaint has been served upon defendant's counsel.

2. At the present time plaintiff's condition has progressed to the point where the length of his life and his continued ability to communicate in regard to past events may be in danger.

3. Plaintiff, Harry R. Hassey, will be a principal witness as to the activities of defendant which were the cause of his condition, and it will be necessary to preserve his testimony in regard thereto.

It is therefore respectfully requested that this Court grant the proposed Order allowing the taking of the deposition of Harry R. Hassey on Friday, January 11, 1980 at 9:00 a.m. at his residence, 3230 "A" Street, Philadelphia, Pa.

CLARY, MIMNAUGH & MCGONIGLE, P.C.

BY: ANDREW F. MINNAUGH, ESQUIRE
Attorney for Plaintiffs

URL 12662

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HARRY R. HASSEY and
CATHERINE HASSEY, h/w
3230 "A" Street
Philadelphia, Pa. 19134

: CIVIL ACTION

:

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vs.

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UNIROYAL, INC.
Oxford Management & Research Center
Middlebury, Connecticut 06749

: NO.

ORDER

AND NOW, this day of , 19

upon the motion of Andrew F. Mimnaugh, Esquire, Attorney for
Plaintiffs, Harry R. Hassey and Catherine Hassey, h/w, and for
good cause shown, as set forth in the motion annexed hereto, it
is hereby ORDERED and DECREED:

The deposition of Harry R. Hassey shall be taken on

before an Official Court Reporter for the United States District
Court for the Eastern District of Pennsylvania for the purpose
of preserving his testimony for presentation at the time of
trial or hearing in the above-captioned matter.

BY THE COURT:

UHL 12663

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CERTIFICATE OF SERVICE

I hereby certify that service of the attached Motion was made personally upon Spencer A. Manthorpe, Esquire, attorney for defendant, at his office located at 2000 Two Penn Center Plaza, Philadelphia, Pa., 19102 on January 4, 1980.


ANDREW F. MIMNAUGH, ESQ.

URL 12664

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HARRY R. HASSEY and
CATHERINE HASSEY, h/w
3230 "A" Street
Philadelphia, Pa. 19134

: CIVIL ACTION

vs.

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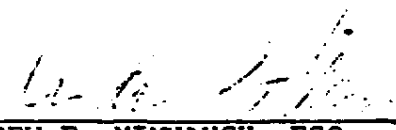
UNIROYAL, INC.
Oxford Management & Research Center
Middlebury, Connecticut 06749

: NO.

MOTION FOR SPECIAL APPOINTMENT TO SERVE
PROCESS

Pursuant to Rule 4(c), Federal Rules of Civil Procedure,
plaintiffs in the above-captioned civil action, hereby move this
Court to specially appoint Andrew F. Mimnaugh to serve the Summons
and Complaint upon defendant, Uniroyal, Inc. in this action, and
represents that:

1. Said person is or would be competent and not less than
eighteen (18) years of age.
2. Said person is not and will not be a party to such action
3. Granting the instant motion will effect substantial
savings (e.g. time, travel fees) to the U. S. Marshall.


ANDREW F. MIMNAUGH, ESQ.
Attorney for Plaintiffs

URL 12665

HARRY R. HASSEY and
CATHERINE HASSEY, h/w
3230 "A" Street
Philadelphia, Pa. 19134

VS.

NO.

AND NOW, to wit, this day of

in this action.

BY THE COURT:

URL 12666

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CERTIFICATE OF SERVICE

I hereby certify that service of the attached Motion was made personally upon Spencer A. Manthorpe, Esquire, attorney for defendant, at his office located at 2000 Two Penn Center Plaza, Philadelphia, Pa., 19102 on January 4, 1979.


ANDREW F. MINNAUGH, ESQ.

URL 12667

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HARRY R. HASSEY and
CATHERINE HASSEY, h/w
3230 "A" Street
Philadelphia, Pa. 19134

vs.

UNIROYAL, INC.
Oxford Management & Research Center
Middlebury, Connecticut 06749

: CIVIL ACTION

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: NO.

DEMAND FOR JURY TRIAL

Plaintiffs herein demand a trial by jury on
all issues.

CLARY, MIMNAUGH & MCGONIGLE, F.

BY:


ANDREW F. MIMNAUGH, ESQ.
Attorney for Plaintiffs

URL 12668

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

HARRY R. HASSEY and
CATHERINE HASSEY, h/w

: CIVIL ACTION

vs.

UNIROYAL, INC.
OXFORD MANAGEMENT & RESEARCH CENTER
MIDDLEBURY, CONNETICUT 06749

: NO.

C O M P L A I N T

PARTIES

1. Plaintiffs, Harry R. Hassey and Catherine Hassey, are individuals residing at 3230 "A" Street, Philadelphia, Pennsylvania.
2. Defendant, Uniroyal, Inc. (hereinafter "Uniroyal"), is New Jersey corporation (formerly known as U. S. Rubber Company), with a principal office located in Middlebury, Conneticut, and at all times relevant to the Complaint doing business within the Commonwealth of Pennsylvania.

JURISDICTION

3. Plaintiffs are citizens of the Commonwealth of Pennsylvania and defendant is a corporation of the State of New Jersey, having its principal place of business in a state other than the Commonwealth of Pennsylvania.

The amount in controversy exceeds, exclusive of interest and costs, the sum of \$10,000 and is in excess of \$50,000.00.

BACKGROUND

4. Plaintiff, Harry R. Hassey, commenced working at the Masland Durable Leather Company plant (hereinafter "plant") at Collins and Allegheny Avenues, Philadelphia, Pennsylvania on or about September of 1951, and was continuously employed at this plant until August, 1978.

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5. Masland Duraleather Company was a manufacturer and fabricator of vinyl upholstery at the plant.

6. In or about the year 1962, defendant Uniroyal acquired Masland and thereafter continued the above manufacturing operation of Masland as a division of Uniroyal up to and including September of 1978, at which time it closed out operations.

7. During the period 1951 through 1978 the manufacturing operations at the plant included the purchase and processing (hereinafter "process") of certain chemicals under heat and pressure for the purpose of producing a material known as poly-vinyl chloride (hereinafter "PVC") used in the production of vinyl upholstery.

8. At various times material to this Complaint, Uniroyal was a supplier of chemicals used in the preparation of the PVC at this plant.

9. Commencing in 1951 and continuing through 1967, Harry R. Hassey's direct duties of employment engaged his constant presence in the calendar room of the plant. From the year 1967 through 1978 inclusive, Harry R. Hassey's duties were plant maintenance which required his presence in various departments of the plant involved in the process.

10. The properties of the chemicals supplied, and the nature of the process involved in producing PVC compounds in a molten state created a working environment which included the presence of PVC in a finely dispersed and vaporous state which was inhaled and otherwise ingested into the plaintiff's body systems.

COUNT I - TRESPASS

11. Plaintiff incorporates herein by reference all allegations of paragraphs 1 through 10 as though fully set forth here.

12. At all times material to this Complaint, Uniroyal produced certain chemical and hydrocarbon compounds (hereinafter "formula") at its various plant locations which it sold, distributed and supplied in commerce for use in the manufacture of PVC.

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13. For the period 1962 through 1978, after Uniroyal acquired Masland Duraleather, it engaged directly in the manufacture of using its chemicals at the Masland Duraleather plant.

14. At all times material to this Complaint, Uniroyal know should have known, or could have reasonably determined that the chemicals which it manufactured, distributed, supplied, sold and otherwise placed in commerce for use in the production of PVC, which it used directly on its own account in the production of PVC was dangerous, deleterious, harmful, potentially deadly and otherwise inherently destructive to the human body systems and function

15. At all times material to this Complaint, Uniroyal knew, should have known, or could have reasonably determined that the chemicals which it manufactured and supplied, and which it used the production of PVC, would in the ordinary and foreseeable use and handling thereof be ingested into the workers' body system, by inhalation or otherwise.

16. Notwithstanding its knowledge and awareness of the above set forth factual circumstances, Uniroyal, in breach of its duty to use reasonable care for the protection, avoidance of harm and prevention of injury to plaintiff by:

(a) Failure and omission to adopt monitoring and testing procedures disclosing the necessity of further action to be taken.

(b) Failure and omission to initiate or conduct research or utilize available information which would disclose the necessary of further action to be taken.

(c) Failure and omission to provide a working environment which contained or excluded the presence of the injurious agent.

(d) Failure and omission to utilize a manufacturing process which would contain or exclude the injurious agent.

(e) Failure and omission to provide, or advise as to sufficient safeguards, special equipment or wearing apparel a would contain, exclude or prevent contact with the injurious agent

(f) Failure to provide sufficient warning or advice so as would bring notice of the fact of danger by the presence of the injurious agent.

COUNT II - ASSUMPSIT

17. Plaintiffs incorporate by reference all the allegation of paragraphs 1 through 16 as though fully set forth herein.

18. At the time Uniroyal sold and supplied the chemicals used in the manufacturing process at the Masland Duraleather plant it knew or had reason to know the particular purpose for which the goods were required.

19. At the time Uniroyal acquired Masland Duraleather plant for the purpose (among others) of providing a captive customer for the sale and supply of the chemicals used in the manufacturing process, it knew or had reason to know the particular purpose for which its goods were required.

20. Uniroyal knew that Masland Duraleather was relying on Uniroyal's skill or judgment to select or furnish suitable goods.

21. In fact, the goods sold and supplied to Masland, both as an independent and captive entity, were defective and unfit for the intended purpose, causing grave and serious injury to the users thereof.

COUNT III - TRESPASS

22. Plaintiffs incorporate by reference all the allegation of paragraphs 1 through 21 as though fully set forth herein.

23. Uniroyal, Inc. at all times material to this Complaint was the supplier of the PVC.

24. Uniroyal, Inc. knew, or from facts known should have realized, that the PVC was or was likely to be dangerous for

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