

FILED

IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

2018 AUG 24 PM 2:06

COVESTRO, LLC,

Plaintiff,

JOSEPH M. TRUCKI

v.

Case No.

18-C-202

AXIALL CORPORATION,

Judge:

Hummel

and

ALLTRANSTEK, LLC,

and

RESCAR COMPANIES,

Defendants.

COMPLAINT

NOW COMES, the plaintiff, Covestro, LLC ("Covestro"), and files this Complaint against the defendants, Axiall Corporation ("Axiall"), AllTranstek, LLC ("AllTranstek"), and Rescar Companies ("Rescar").

PARTIES

1. Covestro is a Delaware limited liability company authorized by the West Virginia Secretary of State to conduct business in the state of West Virginia as a foreign limited liability company.

2. Upon information and belief, Axiall is a Delaware corporation authorized to do business in the state of West Virginia as a foreign corporation. It conducts business from its facility located at 15696 Energy Road, Proctor, Marshall County, West Virginia 26055.

3. Upon information and belief, Rescar is a corporation organized and existing under the laws of the State of Nevada and is licensed to do business in the State of West Virginia as a foreign corporation. It conducts business from its office located at 248 N Main St., New Martinsville, West Virginia 26155.

4. Upon information and belief, AllTranstek is a limited liability company organized and existing under the laws of Nevada and is not authorized to do business in the State of West Virginia.

JURISDICTION AND VENUE

5. Jurisdiction is appropriate, pursuant to W. Va. Code § 56-1-1, because all Parties conduct business in Marshall County, West Virginia and Covestro and Axiall have facilities in Marshall County, West Virginia.

6. Venue is appropriate in the Circuit Court of Marshall County, West Virginia, pursuant to W. Va. Code § 23-4-2, because the property damage occurred in Marshall County, West Virginia.

FACTS

7. At all times relevant hereto, Axiall owned and operated a chemical plant located in Proctor, Marshall County, West Virginia (the "Axiall Plant") which, among other things, makes liquid chlorine.

8. Axiall makes liquid chlorine which is pressurized and cooled, which then allows Axiall to ship the liquid chlorine.

9. The release of the liquid chlorine causes it to turn into chlorine gas.

10. When liquid chlorine becomes chlorine gas, it stays close to the ground and spreads rapidly.
11. Chlorine gas has a pungent odor, and is yellow-green in color.
12. Chlorine gas can react explosively or form explosive compounds with other chemicals such as turpentine and ammonia.
13. Exposure to chlorine gas can cause severe bodily injuries and damage to property.
14. On August 27, 2016, Axiall loaded rail tanker car AXLX 1702 (the "Tanker Car") with liquid chlorine at the Axiall Plant.
15. Also on August 27, 2016, the Tanker Car quickly discharged the entire contents of the liquid chlorine.
16. Upon information and belief, the cause of the rapid discharge was a result of a crack in the parent metal of the tank shell of the Tanker Car.
17. The Tanker Car was owned by Axiall.
18. Upon information and belief, AllTranstek and Rescar, were responsible for maintenance, repairs, and other oversight relating to the Tanker Car.
19. The leak created a large cloud that travelled in a southerly direction.
20. Covestro owns and operates a large manufacturing facility ("Covestro Plant") immediately south of the Axiall Plant.
21. As a result of the leak, the Covestro Plant was enveloped by the chlorine gas cloud and was evacuated.

22. Once the chlorine gas cloud dissipated, and it was safe for Covestro personnel to enter the Covestro Plant, Covestro began the lengthy assessment of its property and equipment for damage.

23. Covestro discovered that stainless steel piping and tanks had been damaged, and that the cause of the damage was a result of the exposure to chlorine gas.

24. Covestro performed surface passivation to some of the damaged piping and tanks, however, the passivation does not ensure that the piping and tanks will not further degrade as a result of the chlorine gas exposure.

25. In addition, the chlorine gas caused chloride induced corrosion to stainless steel bolts, valves, cladding, control boxes, gutters, doors, ductwork, and other instruments which will require cleaning, repairing, and/or replacement.

26. The conduct and harm is continuous and on-going because Covestro has been unable to remove the chlorine from the Covestro Plant.

COUNT I - NEGLIGENCE

Covestro vs. Axiall

27. Covestro incorporates below paragraphs 1 through 26 of its Complaint as if set forth at length herein.

28. Axiall had a duty to Covestro to exercise due care to manage and control the use of hazardous chemicals, such as liquid chlorine, in a reasonably safe manner such that it would not be discharged from the Tanker Car and allowed to escape the Axiall Plant.

29. Axiall breached that duty when it caused or contributed to the August 27, 2016 release of the chlorine gas, which formed a cloud that migrated to the Covestro Plant causing property damage.

30. Covestro's losses and damages were the direct and proximate result of Axiall's negligence, reckless, and irresponsible conduct in managing, controlling, and/or containing the liquid chlorine located at the Axiall Plant in the following way, including but not limited to:

- a. allowing the Tanker Car to fall into disrepair such that the risk of release was unreasonably high;
- b. failing to implement controls to ensure that all maintenance and repairs were made to the Tanker Car;
- c. failing to ensure that redundancy or other safeguards were in place to prevent the release of liquid chlorine;
- d. failing to adhere to federal and state regulations concerning railcar safety;
- e. failure to train and supervise its employees, agents, and/or contractors to ensure that the Tanker Car was safe to use;
- f. allowing the liquid chlorine to leak from the space where it was contained;
- g. failing to control, manage, and/or contain the liquid chlorine at the Axiall Plant in a reasonably safe manner;
- h. failing to take actions to limit the spreading of the chlorine cloud;
- i. failing to have safe guards in place to prevent the chlorine cloud from entering other property;
- j. failing to protect the surrounding community from hazardous chemical releases;
- k. failing to exercise due care generally in controlling the liquid chlorine; and,
- l. other facts and omission yet unknown to Covestro.

31. As a direct and proximate cause of Axiall's negligence, reckless and wanton conduct, and disregard for the safety of nearby properties, Covestro has suffered damage to the Covestro Plant in an amount to be determined at trial.

32. In addition to its property damage, based on the wanton and reckless conduct of Axiall in the handling of a hazardous chemical and disregard for the safety of nearby properties, Covestro is entitled to punitive damage in an amount to be determined at trial.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT II - NEGLIGENCE

Covestro vs. AllTranstek

33. Covestro incorporates below paragraphs 1 through 32 of its Complaint as if they were set forth at length herein.

34. AllTranstek had a duty to Covestro to exercise due care to manage and control hazardous chemicals, such as liquid chlorine, in a reasonably safe manner such that it would not be discharged and allowed to escape from the Tanker Car and the Axiall Plant.

35. AllTranstek breached that duty when it caused or contributed to the August 27, 2016 release of the chlorine gas, which formed a cloud that migrated to the Covestro Plant causing property damage.

36. Covestro's losses and damages were the direct and proximate result of AllTranstek's negligence, reckless, and irresponsible conduct in managing, controlling, and/or containing the liquid chlorine within the Tanker Car and located at the Axiall Plant in the following way, including but not limited to:

- a. allowing the Tanker Car to fall into disrepair such that the risk of release was unreasonably high;
- b. failing to implement controls to ensure that all maintenance and repairs were made to the Tanker Car;
- c. failing to ensure that redundancy or other safeguards were in place to prevent the release of liquid chlorine;
- d. failing to adhere to federal and state regulations concerning railcar safety;
- e. failure to train and supervise its employees, agents, and/or contractors to ensure that the Tanker Car was safe to use;
- f. allowing the liquid chlorine to leak from the space where it was contained;
- g. failing to control, manage, and/or contain the liquid chlorine at the Axiall Plant in a reasonably safe manner;
- h. failing to take actions to limit the spreading of the chlorine cloud;
- i. failing to have safe guards in place to prevent the chlorine cloud from entering other property;
- j. failing to protect the surrounding community from hazardous chemical releases;
- k. failing to exercise due care generally in controlling the liquid chlorine; and,
- l. other facts and omission yet unknown to Covestro.

37. As a direct and proximate cause of AllTranstek's negligence, reckless and wanton conduct, and disregard for the safety of nearby properties, Covestro has suffered damage to the Covestro Plant in an amount to be determined at trial.

38. In addition to its property damage, based on the wanton and reckless conduct of AllTranstek in the maintenance of equipment handling hazardous

chemicals, and disregard for the safety of nearby properties, Covestro is entitled to punitive damage in an amount to be determined at trial.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT III - NEGLIGENCE

Covestro vs. Rescar

39. Covestro incorporates below paragraphs 1 through 38 of its Complaint as if they were set forth at length herein.

40. Rescar had a duty to Covestro to exercise due care to manage and control hazardous chemicals, such as liquid chlorine, in a reasonably safe manner such that it would not be discharged and allowed to escape from the Tanker Car and the Axiall Plant.

41. Rescar breached that duty when it caused or contributed to the August 27, 2016 release of the chlorine gas, which formed a cloud that migrated to the Covestro Plant causing property damage.

42. Covestro's losses and damages were the direct and proximate result of Rescar's negligence, reckless, and irresponsible conduct in managing, controlling,

and/or containing the liquid chlorine within the Tanker Car and located at the Axiall Plant in the following way, including but not limited to:

- a. allowing the Tanker Car to fall into disrepair such that the risk of release was unreasonably high;
- b. failing to implement controls to ensure that all maintenance and repairs were made to the Tanker Car;
- c. failing to ensure that redundancy or other safeguards were in place to prevent the release of liquid chlorine;
- d. failing to adhere to federal and state regulations concerning railcar safety;
- e. failure to train and supervise its employees, agents, and/or contractors to ensure that the Tanker Car was safe to use;
- f. allowing the liquid chlorine to leak from the space where it was contained;
- g. failing to control, manage, and/or contain the liquid chlorine at the Axiall Plant in a reasonably safe manner;
- h. failing to take actions to limit the spreading of the chlorine cloud;
- i. failing to have safe guards in place to prevent the chlorine cloud from entering other property;
- j. failing to protect the surrounding community from hazardous chemical releases;
- k. failing to exercise due care generally in controlling the liquid chlorine; and,
- l. other facts and omission yet unknown to Covestro.

43. As a direct and proximate cause of Rescar's negligence, reckless and wanton conduct, and disregard for the safety of nearby properties, Covestro has suffered damage to the Covestro Plant in an amount to be determined at trial.

44. In addition to its property damage, based on the wanton and reckless conduct of Rescar in the maintenance of equipment handling hazardous chemicals, and disregard for the safety of nearby properties, Covestro is entitled to punitive damage in an amount to be determined at trial.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and

against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT IV - TRESPASS

Covestro vs. Axiall

45. Covestro incorporates below paragraphs 1 through 44 of its Complaint as if set forth at length herein.

46. Axiall's conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

47. Axiall did not have permission or privilege to enter or cause the chlorine gas cloud to enter Covestro's property.

48. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

49. As a direct and proximate cause of Axiall's trespass, Covestro suffered damage to the Covestro Plant.

50. Axiall's trespass of a hazardous substance onto Covestro's property and subsequent damage to the Covestro Plant was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and

against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT V - TRESPASS

Covestro vs. AllTranstek

51. Covestro incorporates below paragraphs 1 through 50 of its Complaint as if set forth at length herein.

52. AllTranstek's conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

53. AllTranstek did not have permission or privilege to enter or cause the chlorine gas cloud to enter Covestro's property.

54. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

55. As a direct and proximate cause of AllTranstek's trespass, Covestro suffered damage to the Covestro Plant.

56. AllTranstek's trespass of a hazardous substance onto Covestro's property and subsequent damage to the Covestro Plant was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT VI - TRESPASS

Covestro vs. Rescar

57. Covestro incorporates below paragraphs 1 through 56 of its Complaint as if set forth at length herein.

58. Rescar's conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

59. Rescar did not have permission or privilege to enter or cause the chlorine gas cloud to enter Covestro's property.

60. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

61. As a direct and proximate cause of Rescar's trespass, Covestro suffered damage to the Covestro Plant.

62. Rescar's trespass of a hazardous substance onto Covestro's property and subsequent damage to the Covestro Plant was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT VII - NUISANCE

Covestro vs. Axiall

63. Covestro incorporates below paragraphs 1 through 62 of its Complaint as if set forth at length herein.

64. As a direct and proximate result of Axiall's conduct, which rises to the level of a common law private nuisance, caused Covestro harm, including the lost use, lost enjoyment, and other compensatory harm when the liquid chlorine escaped from the Tanker Car.

65. As a direct and proximate result of Axiall's nuisance and conduct, Covestro suffered damage to the Covestro Plant and other harm, including lost use, lost enjoyment, and other compensatory harm conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

66. The nuisance is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

67. Axiall's conduct in creating a nuisance by the release of a hazardous chemical was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT VIII - NUISANCE

Covestro vs. AllTranstek

68. Covestro incorporates below paragraphs 1 through 67 of its Complaint as if set forth at length herein.

69. As a direct and proximate result of AllTranstek's conduct, which rises to the level of a common law private nuisance, caused Covestro harm, including the lost use, lost enjoyment, and other compensatory harm when the liquid chlorine escaped from the Tanker Car.

70. As a direct and proximate result of AllTranstek's nuisance and conduct, Covestro suffered damage to the Covestro Plant and other harm, including lost use, lost enjoyment, and other compensatory harm conduct as described above caused liquid chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

71. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

72. AllTranstek's conduct in creating a nuisance by the release of a hazardous was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT IX - NUISANCE

Covestro vs. Rescar

73. Covestro incorporates below paragraphs 1 through 72 of its Complaint as if set forth at length herein.

74. As a direct and proximate result of Rescar's conduct, which rises to the level of a common law private nuisance, caused Covestro harm, including the lost use, lost enjoyment, and other compensatory harm when the liquid chlorine escaped from the Tanker Car.

75. As a direct and proximate result of Rescar's nuisance and conduct, Covestro suffered damage to the Covestro Plant and other harm, including lost use, lost enjoyment, and other compensatory harm conduct as described above caused liquid

chlorine to leak from the Tanker Car, escape the Axiall Plant, and caused the chlorine gas cloud to enter Covestro's property.

76. The trespass is continuing in nature as Covestro has been unable to remove the chlorine from certain components of the Covestro Plant.

77. Rescar's conduct in creating a nuisance by the release of a hazardous was done with reckless and wanton disregard for the safety of nearby properties and justifies an award of punitive damages.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT X - RES IPSA LOQUITER

Covestro vs. Axiall

78. Covestro incorporates below paragraphs 1 through 77 of its Complaint as if set forth at length herein.

79. The law can infer the harm suffered by Covestro was caused by Axiall's actions or inactions which led to the leak of the liquid chlorine from the Tanker Car, which caused a chlorine gas cloud to enter Covestro's property and cause property damage since such damage does not occur in the absence of negligence.

80. As a direct and proximate cause of Axiall's conduct, Covestro has suffered damage to the Covestro Plant, annoyance, inconvenience, downtime, substantial costs, expenses, and attorneys' fees.

81. Axiall's reckless, wanton, and outrageous conduct in allowing liquid chlorine to escape the Tanker Car justifies an award of punitive damages in order to punish and deter Axiall and other entities from engaging in similar conduct in the future.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Axiall for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT XI - RES IPSA LOQUITER

Covestro vs. AllTranstek

82. Covestro incorporates below paragraphs 1 through 81 of its Complaint as if set forth at length herein.

83. The law can infer the harm suffered by Covestro was caused by AllTranstek's actions or inactions which led to the leak of the liquid chlorine from the Tanker Car, which caused a chlorine gas cloud to enter Covestro's property and cause property damage since such damage does not occur in the absence of negligence.

84. As a direct and proximate cause of AllTranstek's conduct, Covestro has suffered damage to the Covestro Plant, annoyance, inconvenience, downtime, substantial costs, expenses, and attorneys' fees.

85. AllTranstek's reckless, wanton, and outrageous conduct in allowing liquid chlorine to escape the Tanker Car justifies an award of punitive damages in order to punish and deter AllTranstek and other entities from engaging in similar conduct in the future.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against AllTranstek for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COUNT XII - RES IPSA LOQUITER

Covestro vs. Rescar

86. Covestro incorporates below paragraphs 1 through 85 of its Complaint as if set forth at length herein.

87. The law can infer the harm suffered by Covestro was caused by Rescar's actions or inactions which led to the leak of the liquid chlorine from the Tanker Car, which caused a chlorine gas cloud to enter Covestro's property and cause property damage since such damage does not occur in the absence of negligence.

88. As a direct and proximate cause of Rescar's conduct, Covestro has suffered damage to the Covestro Plant, annoyance, inconvenience, downtime, substantial costs, expenses, and attorneys' fees.

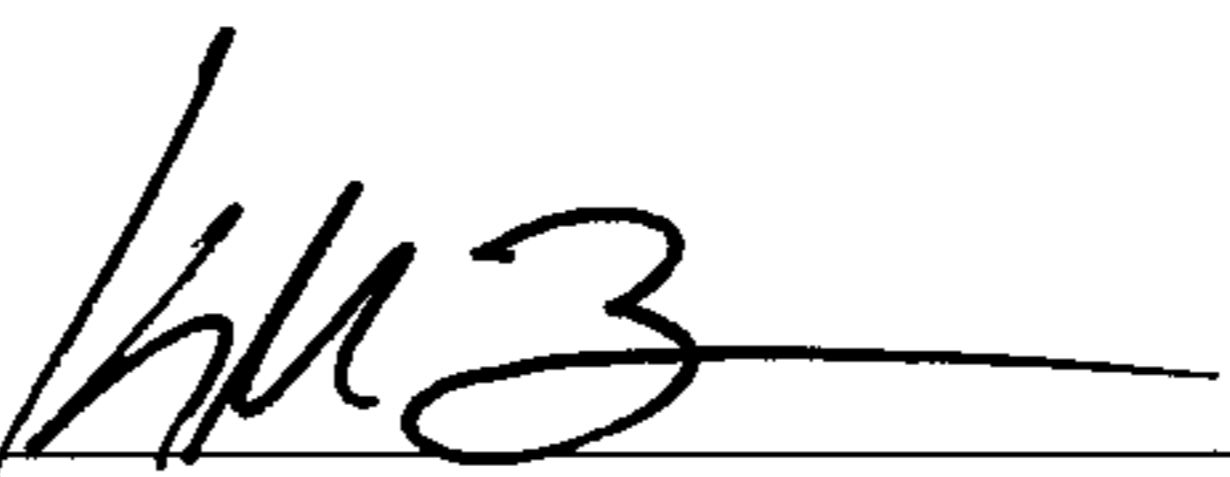
89. Rescar's reckless, wanton, and outrageous conduct in allowing liquid chlorine to escape the Tanker Car justifies an award of punitive damages in order to punish and deter Rescar and other entities from engaging in similar conduct in the future.

WHEREFORE, Covestro demands that this Court enter judgment in its favor and against Rescar for compensatory damages, general damages, and punitive damages in an amount within the jurisdiction of this Court to be determined by a jury, pre-judgment and post-judgment interest, attorneys' fees, costs, and expenses expended in this action, and any other specific relief that may become apparent as this matter progresses or as this Court may deem just.

COVESTRO REQUESTS A JURY TRIAL ON ALL ISSUES

Respectfully submitted,

COVESTRO, LLC

By: 

Kevin M. Eddy (WV Bar ID 12360)

BLANK ROME LLP

501 Grant St., Suite 850

Pittsburgh, PA 15219

(412) 932-2800

(412) 932-2777 - facsimile

Counsel for Plaintiff,

Covestro, LLC

Date: August 24, 2018

CIVIL CASE INFORMATION STATEMENT
(Civil Cases Other than Domestic Relations)

FILED
2018 AUG 24 PM Case No.

18-C-202

I. CASE STYLE:

Plaintiff(s)
COVESTRO, LLC

Judge:
JOSEPHINE RUCKI

HUMMEL

vs. Days to Answer Type of Service
Defendant(s) AXIALL CORPORATION, et al
Name
Street Address
City, State, Zip Code

II. TYPE OF CASE:

- General Civil
Mass Litigation [As defined in T.C.R. 26.04(a)]
Asbestos
FELA Asbestos
Other:
Habeas Corpus/Other Extraordinary Writ
Other:
Adoption
Administrative Agency Appeal
Civil Appeal from Magistrate Court
Miscellaneous Civil Petition
Mental Hygiene
Guardianship
Medical Malpractice

III. JURY DEMAND: [X] Yes [] No CASE WILL BE READY FOR TRIAL BY (Month/Year): 08 / 2020

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS?
[] Yes [X] No

IF YES, PLEASE SPECIFY:
[] Wheelchair accessible hearing room and other facilities
[] Reader or other auxiliary aid for the visually impaired
[] Interpreter or other auxiliary aid for the deaf and hard of hearing
[] Spokesperson or other auxiliary aid for the speech impaired
[] Foreign language interpreter-specify language:
[] Other:

Attorney Name: Kevin M. Eddy WV Bar 12360
Firm: Blank Rome
Address: 501 Grant Street, 8th Floor, Pittsburgh, PA 15219
Telephone: (412) 932-2800

Representing:
[X] Plaintiff [] Defendant
[] Cross-Defendant [] Cross-Complainant
[] 3rd-Party Plaintiff [] 3rd-Party Defendant

[] Proceeding Without an Attorney

Original and copies of complaint enclosed/attached.

Dated: 08 / 24 / 2018

Signature: [Handwritten Signature]

Plaintiff: COVESTRO, LLC **FILED**, et al
vs.
Defendant: AXIALL CORPORATION, et al, et al

Case Number: 18-C-202

**CIVIL CASE INFORMATION STATEMENT
DEFENDANT(S) CONTINUATION PAGE**

Axiall Corporation
Defendant's Name
15696 Energy Road
Street Address
Proctor, WV 26055
City, State, Zip Code

JOSEPH M. RUCKI

Days to Answer: 30
Type of Service: Secretary of State

AllTranstek LLC
Defendant's Name
1101 W 31st St., Suite 200
Street Address
Downers Grove, IL 60515
City, State, Zip Code

Days to Answer: 30
Type of Service: Certified Mail

Rescar Companies
Defendant's Name
248 North Main Street
Street Address
New Martinsville, West Virginia 26155.
City, State, Zip Code

Days to Answer: 30
Type of Service: Secretary of State

Defendant's Name
Street Address
City, State, Zip Code

Days to Answer: _____
Type of Service: _____

Defendant's Name
Street Address
City, State, Zip Code

Days to Answer: _____
Type of Service: _____

Defendant's Name
Street Address
City, State, Zip Code

Days to Answer: _____
Type of Service: _____

Defendant's Name
Street Address
City, State, Zip Code

Days to Answer: _____
Type of Service: _____