

IN THE CIRCUIT COURT OF MARSHALL COUNTY, WEST VIRGINIA

COVESTRO, LLC)

Plaintiff,)

v.)

AXIALL CORPORATION,)
ALLTRANSTEK LLC and RESCAR)
COMPANIES,)

Defendants.)

CASE NO. 18-C-202

JUDGE HUMMEL

JOSEPH M. RUOKKI

2018 DEC -7 PM 12:30

FILED

ANSWER TO CROSS-CLAIM

Axiall Corporation, by its undersigned counsel, responds to the averments contained in the Cross-Claim filed by co-defendants AllTranstek, LLC and Rescar Companies, as follows:

1. The averments contained in Paragraph 1 of the Cross-Claim are admitted.
2. The averments contained in Paragraph 2 of the Cross-Claim are admitted.
3. The averments contained in Paragraph 3 of the Cross-Claim are admitted in part

and denied in part. Upon information and belief, it is admitted that on or about May 1, 2006 the Federal Railroad Administration ("FRA") issued Notice of Safety Advisory 2006-04. The remaining averments of paragraph 3 are denied. It is specifically denied that the averments contained in Paragraph 3 of the Cross-Claim accurately summarize the contents of Notice of Safety Advisory 2006-04.

4. The averments of Paragraph 4 of the Cross-Claim are denied. It is specifically denied that the averments contained in Paragraph 4 of the Cross-Claim accurately summarize the contents of FRA Notice of Safety Advisory 2006-04.

5. The averments contained in Paragraph 5 of the Cross-Claim are admitted in part and denied in part. Upon information and belief, it is admitted that on or about October 5, 2006

the FRA reissued Notice of Safety Advisory 2006-04. The remaining averments of paragraph 5 are denied. It is specifically denied that the remaining averments contained in Paragraph 5 accurately summarize the contents of the reissued Notice of Safety Advisory 2006-04.

6. To the extent that the averments contained in Paragraph 6 of the Cross-Claim relate or refer to the conduct of PPG Industries, Inc. ("PPG"), this defendant is without knowledge or information sufficient to form a belief as to the truth of said averments, and for that reason they are deemed denied. To the extent that the averments contained in Paragraph 6 of the Cross-Claim relate to this defendant, those averments are denied.

7. To the extent that the averments contained in Paragraph 7 of the Cross-Claim relate or refer to the conduct of PPG, this defendant is without knowledge or information sufficient to form a belief as to the truth of said averments, and for that reason they are deemed denied. To the extent that the averments contained in Paragraph 7 of the Cross-Claim relate to this defendant, those averments are denied.

8. To the extent that the averments contained in Paragraph 8 of the Cross-Claim relate or refer to the conduct of PPG, this defendant is without knowledge or information sufficient to form a belief as to the truth of said averments, and for that reason they are deemed denied. To the extent that the averments contained in Paragraph 8 of the Cross-Claim relate to this defendant, those averments are denied.

9. To the extent that the averments contained in Paragraph 9 of the Cross-Claim relate or refer to the conduct of PPG, this defendant is without knowledge or information sufficient to form a belief as to the truth of said averments, and for that reason they are deemed denied. To the extent that the averments contained in Paragraph 9 of the Cross-Claim relate to this defendant, those averments are denied.

10. The averments contained in Paragraph 10 of the Cross-Claim are admitted in part and denied in part. It is admitted on August 27, 2016 AXLX172 ruptured and a 42 inch long crack formed in the area where Rescar had performed welding and other work that AllTranstek had inspected. It is further admitted the cargo, liquefied chlorine, escaped from AXLX172 and formed a chlorine plume that was transported by wind through Axiall's facility and for some distance down the Ohio River Valley until it dissipated. The remaining averments of Paragraph 10 of the Cross-Claim are denied.

11. The averments contained in Paragraph 11 of the Cross-Claim do not require a written response. To the extent a response is deemed necessary, said averments are denied. Axiall incorporates its Answer, Affirmative Defenses and Cross-Claim herein as though set forth in full.

12. The averments contained in Paragraph 12 of the Cross-Claim relate to a writing which speaks for itself, and for that reason said averments do not require a written response. To the extent a response is deemed to be required, said averments are denied.

13. The averments contained in Paragraph 13 of the Cross-Claim are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed to be required, said averments are deemed denied.

14. The averments contained in Paragraph 14 of the Cross-Claim are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed to be required, said averments are deemed denied.

15. The averments contained in Paragraph 15 of the Cross-Claim are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed to be required, said averments are deemed denied.

16. The averments contained in Paragraph 16 of the Cross-Claim are conclusions of law to which no responsive pleading is required. To the extent that a responsive pleading is deemed to be required, said averments are deemed denied.

WHEREFORE, defendant Axiall Corporation demands that the Cross-Claim filed by co-defendants AllTranstek, LLC and Rescar Companies be dismissed, with costs on said co-defendants.

MEYER, UNKOVIC & SCOTT LLP

By: 

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ATTORNEYS
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FOR

AXIALL

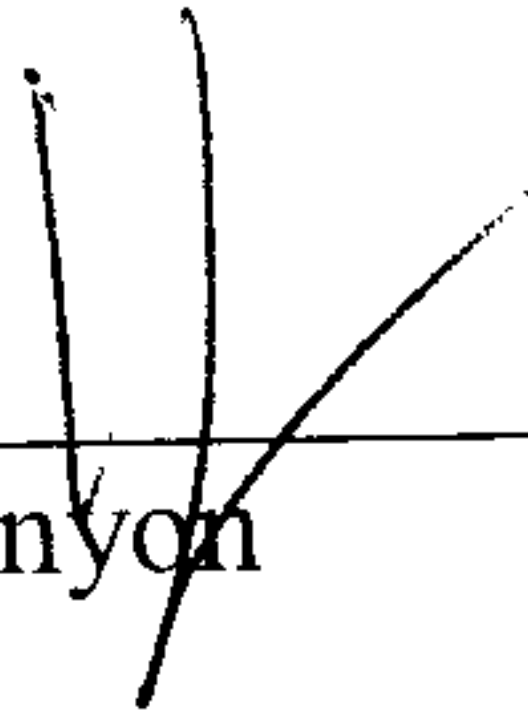
CERTIFICATE OF SERVICE

Counsel for Defendant Axiall Corporation, do hereby certify that on the 6th day of December, 2018 service of the foregoing **ANSWER TO CROSS-CLAIM** have been made upon the parties or counsel of record by mailing and true and exact copy thereof to:

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Kathryn M. Kenyon

JOSEPH M. RUOKI

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MEYER UNKOVIC SCOTT
ATTORNEYS AT LAW

Writer's direct dial phone number and e-mail address:
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December 6, 2018

VIA OVERNIGHT MAIL

Joe Rucki, County Circuit Clerk
Marshall County Courthouse
600 Seventh Street, Room 127
Moundsville, WV 26041

RE: Covestro, LLC v. Axiall Corporation, et al.
Case No. 18-C-202; Hon. David W. Hummel, Jr.

Dear Mr. Rucki:

Enclosed for filing is an Answer to Cross-claim on behalf of Axiall Corporation. Kindly time and date stamp the extra cover sheet and return it in the provided self-addressed stamped envelope.

Thank you in advance for your assistance in this matter.

Very truly yours,

Kathryn M. Kenyon

Enclosure

cc: Kevin M. Eddy
Michelle L. Gorman
Thomas Mannion

Enclosure
3076124

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JOSEPH M. RUOKI