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IRIS Y. MARTINEZ  
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COOK COUNTY, IL  
2020L004505  
Calendar, J1  
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**12-Person Jury**

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, LAW DIVISION**

**STEPHANIE SALCEDO**, individually )  
and as Personal Representative of the Estate )  
of **THERESA M. GARCIA**, Deceased, )

**IN RE: ASBESTOS  
LITIGATION  
Case No. 2020 L 004505**

Plaintiff, )

**Calendar: J1**

-vs.- )

**PERSONAL INJURY  
MESOTHELIOMA  
JURY DEMAND**

**CYPRUS AMAX MINERALS  
COMPANY**, individually, d/b/a, and as  
successor-in-interest to SIERRA TALC  
COMPANY, UNITED SIERRA  
DIVISION OF CYPRUS MINES,  
CYPRUS INDUSTRIAL MINERALS  
COMPANY, AMOCO MINERALS,  
CO., CYPRUS GEORESEARCH CO.,  
AMERICAN TALC COMPANY,  
METROPOLITAN TALC COMPANY,  
INC., CHARLES MATHIEU INC.,  
IMPERIAL PRODUCTS CO.,  
RESOURCE PROCESSORS, INC., and  
WINDSOR MINERALS, INC.;

**CYPRUS MINES CORPORATION**  
individually, d/b/a, and successor to  
SIERRA TALC COMPANY, UNITED  
SIERRA DIVSIION OF CYPRUS  
MINES, AMOCO MINERALS CO.,  
CYPRUS INDUSTRIAL MINERALS  
CO., AND CYPRUS GEORESEARCH  
CO., a wholly-owned subsidiary of  
CYPRUS MINES CORP. and successor  
to CHARLES MATHIEU INC. (d/b/a  
CHARLES MATHIEU & CO. and  
CHAS. MATHIEU INC.), AMERICAN  
TALC COMPANY INC.,  
METROPOLITAN TALC COMPANY

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INC., IMPERIAL PRODUCTS CO.  
INC., and RESOURCE PROCESSORS  
INC.;

**JANSSEN PHARMACEUTICALS, INC.**  
individually and as successor-in-interest to  
Johnson & Johnson subsidiaries named  
JOHNSON & JOHNSON CONSUMER INC.,  
both prior to and after its 2021 restructurings  
and colloquially known as “Old JJCI” and  
“New JJCI”

**JOHNSON & JOHNSON;**  
**JOHNSON & JOHNSON HOLDCO (NA)**  
**INC.**, f/k/a JOHNSON & JOHNSON  
CONSUMER INC., individually and as  
successor-in-interest to Johnson & Johnson  
subsidiary “Old JJCI”;

**KENVUE INC.** individually and as successor-  
in-interest to JOHNSON & JOHNSON  
CONSUMER INC.

**LTL MANAGEMENT LLC;**

**REVLON, INC.;**

Defendants.

### **PLAINTIFFS’ SECOND AMENDED COMPLAINT**

Plaintiff STEPHANIE SALCEDO, Individually and as Independent Administrator of the Estate of THERESA GARCIA Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, VOGELZANG LAW, P.C. and DEAN OMAR BRANHAM SHIRLEY LLP, for their Second Amended Complaint at Law and Jury Demand against the Defendants, individually and concurrently, and in support state as follows:

1. Plaintiff STEPHANIE SALCEDO resides at 12942 S. Commercial Avenue, Chicago, Illinois 60633.
2. Plaintiff STEPHANIE SALCEDO is the duly appointed Independent Administrator of the Estate of THERESA GARCIA, Deceased, pursuant to an Order of the Circuit Court of Cook County, Illinois, which was entered on December 21, 2020.

3. Plaintiff brings this action pursuant to 740 ILCS 180/1-2.2, 755 ILCS 5/27-6 and 750 ILCS 65/15.

4. STEPHANIE SALCEDO, Independent Administrator of the Estate of THERESA GARCIA, Deceased, brings this action for use and benefit of the surviving heirs of the Decedent:

<b><u>Surviving Heirs:</u></b>		
Stephanie Salcedo	—	Daughter
Vanessa Garcia	—	Daughter
Ed Cerda, Jr.	—	Son
Jazmine Cerda	—	Daughter
Caressa Garcia	—	Daughter
Anyssa Cerda	—	Daughter

Plaintiffs Stephanie Salcedo, Edward Cerda, Jazmine Cerda, Caressa Garcia and Anyssa Cerda reside in the State of Illinois, whereas Vanessa Garcia resides in the State of Indiana.

5. Decedent THERESA M. GARCIA was diagnosed with mesothelioma, an asbestos-caused cancer, on or about January 27, 2020 and died from on July 27, 2020.

6. Decedent THERESA M. GARCIA, was born February 8, 1967, and resided in Cook County, Illinois from birth until approximately 2015. She resided in Indiana from approximately 2015 until her death in 2020.

7. Decedent THERESA M. GARCIA (hereinafter “Ms. Garcia”) used, applied and/or was otherwise exposed to the defendants’ asbestos-containing talc products frequently and on a regular basis throughout much of her life. The products were applied to her as a child, she personally used them on her person and/or she used them on her six children. She purchased the asbestos-containing Johnson & Johnson, Avon and Jean Nate talc products in Cook County, Illinois, including but not limited to Walgreens stores. Ms. Garcia purchased Defendants’ asbestos-containing talc products to which she was exposed from Illinois corporation(s) (e.g.,

Walgreens), she purchased Defendants' asbestos-containing talc products (including Johnson & Johnson's talc product, Johnson's Baby Powder) in the State of Illinois and she used (and was exposed to) the asbestos-containing talc products (without adequate warning labels) in the State of Illinois, including Cook County. Defendants supplied, distributed and/or sold their asbestos-containing talc and/or asbestos-containing talc products to distributors, vendors and/or retailers located in the State of Illinois from which Ms. Garcia ultimately purchased and/or was exposed.

8. Defendant CYPRUS AMAX MINERAL COMPANY, individually, d/b/a, and as successor-in-interest to SIERRA TALC COMPANY, UNITED SIERRA DIVISION OF CYPRUS MINES, CYPRUS INDUSTRIAL MINERALS COMPANY, AMOCO MINERALS CO., AMERICAN TALC COMPANY, METROPOLITAN TALC COMPANY, INC., CHARLES MATHIEU INC., IMPERIAL PRODUCTS CO., RESOURCE PROCESSORS, INC., and WINDSOR MINERALS, INC. ("CAMC"), is a corporation organized and existing under the laws of Delaware, with its principal place of business in the state of Arizona. CYPRUS AMAX MINERAL COMPANY maintains a registered agent for service of process in the state of Arizona.

9. Defendant CYPRUS MINES CORPORATION, individually, d/b/a, and successor to SIERRA TALC COMPANY, UNITED SIERRA DIVISION OF CYPRUS MINES, AMOCO MINERALS CO., CYPRUS INDUSTRIAL MINERALS CO., and CYPRUS GEORESEARCH CO., a wholly-owned subsidiary of CYPRUS MINES CORP. and successor to CHARLES MATHIEU INC. (d/b/a CHARLES MATHIEU & CO. and CHAS. MATHIEU INC.), AMERICAN TALC COMPANY INC., METROPOLITAN TALC COMPANY INC., IMPERIAL PRODUCTS CO. INC., and RESOURCE PROCESSORS INC. ("CMC"), is a corporation organized and existing under the laws of Delaware, with its principal place of

business in the state of Arizona. CYPRUS MINES CORPORATION maintains a registered agent for service of process in the state of Arizona.

10. The defendant, JANSSEN PHARMACEUTICALS, INC., individually and as successor-in-interest to JOHNSON & JOHNSON subsidiaries named JOHNSON & JOHNSON CONSUMER INC., both prior to and after its 2021 restructurings and colloquially known as “OLD JJCI” and “NEW JJCI”, is a corporation incorporated in the Commonwealth of Pennsylvania with its principal place of business in the State of New Jersey. JANSSEN PHARMACEUTICALS, INC. maintains a registered agent in the State of New Jersey.

11. Defendant JOHNSON & JOHNSON is a corporation organized and existing under the laws of New Jersey, with its principal place of business in the state of New Jersey. JOHNSON & JOHNSON maintains a registered agent for service of process in the state of New Jersey.

12. The defendant, JOHNSON & JOHNSON HOLDCO (NA) INC., f/k/a JOHNSON & JOHNSON CONSUMER INC., individually and successor-in-interest to JOHNSON & JOHNSON subsidiary “OLD JJCI”, is a corporation incorporated in the State of New Jersey with its principal place of business in the State of New Jersey. As of January 25, 2023, the entity “Johnson & Johnson Consumer Inc.” maintained/maintains a registered agent to accept service of process in Cook County, Illinois. JOHNSON & JOHNSON HOLDCO (NA) INC. maintains a registered agent to accept service of process in Cook County, Illinois.

13. The defendant, KENVUE INC., individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC., is a corporation incorporated in the State of Delaware with its principal place of business in the State of New Jersey. KENVUE INC. maintains a registered agent in the State of Delaware.

14. Defendant LTL MANAGEMENT LLC, is a North Carolina corporation with its principal place or business and headquarters in the State of New Jersey. Although other Defendants in this Complaint have acquired the assets and continued the business operations pertaining to Johnson's Baby Powder and other talc-containing products made and sold by Johnson & Johnson entities (as described herein), LTL is named as the other Defendants have each asserted as between themselves that LTL has also assumed the liabilities for those Products and claim that LTL is a party responsible and liable to Plaintiff for their injuries as it relates to Johnson & Johnson Baby Powder, Shower to Shower and possibly other talc products used by Ms. THERESA M. GARCIA. Plaintiffs will serve LTL MANAGEMENT, LLC if and when any bankruptcy stay of litigation ends.

15. Defendant REVLON, INC. is a corporation organized and existing under the laws of Delaware, with its principal place of business in the state of New York. REVLON, INC. maintains a registered agent for service of process in the state of New York.

16. The tortious activity alleged by Plaintiff below occurred in Cook County, and venue is therefore appropriate in the Circuit Court of Cook County pursuant to 735 ILCS 5/2-101. Under 735 ILCS 5/2-101 and ILCS 5/2-102, venue is also appropriate in the Circuit Court of Cook County because the defendant JOHNSON & JOHNSON HOLDCO (NA) INC. is a corporation registered to accept service of process in Cook County, Illinois.

17. The tortious activity alleged by Plaintiff below occurred in the state of Illinois. Therefore, this Court has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209.

18. The action commenced over a year ago (in approximately April 2020) naming/joining, among other defendants, defendant Walgreen Co., an Illinois corporation with a principal place of business and headquarters in Illinois. This forum-defendant and non-diverse defendant

remained in the action for well over a year following testimony that Ms. Garcia purchased Johnson's Baby Powder from Walgreen's stores in Illinois and extensive discovery.

**COUNT I**  
**NEGLIGENCE- WRONGFUL DEATH**

Plaintiff STEPHANIE SALCEDO, Individually and as Independent Administrator of the Estate of THERESA GARCIA, Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, VOGELZANG LAW, P.C. and DEAN OMAR BRANHAM SHIRLEY LLP, complains against the Defendants, individually and concurrently, and in support state as follows:

1-18. Plaintiff restates and re-alleges paragraphs 1 to 18 above as though fully set forth herein.

19. At all times herein mentioned, each of the named Defendants and/or their alter egos was an entity and/or the successor, successor in business, successor in product line or a portion thereof, assign, predecessor, predecessor in business, predecessor in product line or a portion thereof, parent, subsidiary, or division of an entity, hereinafter referred to collectively as "alternate entities," engaged in the business of milling, mining, researching, studying, manufacturing, fabricating, designing, modifying, labeling, instructing, assembling, distributing, leasing, buying, offering for sale, brokering, supplying, selling, inspecting, servicing, installing, contracting for installation, repairing, marketing, warranting, re-branding, manufacturing for others, packaging and/or advertising a certain product, namely asbestos-containing talc.

20. Some of the corporate history relevant to Plaintiff's claims alleged herein regarding Johnson & Johnson talc products (*e.g.*, Johnson's Baby Powder) is as follows:

a. Johnson & Johnson incorporated in 1887 and began selling Johnson's® Baby Powder in 1894, launching its baby care line of products.

b. In 1972, Johnson & Johnson established a formal operating division for its

baby products business. Johnson & Johnson transferred all its assets and liabilities associated with the baby products division to Johnson & Johnson Baby Products. Johnson & Johnson Baby Products remained an operating division (rather than a separate or independent subsidiary) through at least December 1978.

c. Thus, from the 1890s to 1978, defendant Johnson & Johnson designed, manufactured, marketed, distributed and sold Johnson's Baby Powder, including talc-containing Johnson's Baby Powder, and other talc-containing products.

d. In about January 1979 Johnson & Johnson transferred the assets associated with its baby products division to Johnson & Johnson Baby Products.

e. In 1981, Johnson & Johnson Baby Products transferred all its assets, except those assets allocated to its diaper programs, to Omni Education Corporation ("Omni"), a wholly owned subsidiary of Johnson & Johnson Baby Products. In turn, Omni assumed all liabilities of Johnson & Johnson Baby Products except those liabilities related to its diaper program. Immediately following the transaction, Johnson & Johnson Baby Products merged into another subsidiary of Johnson & Johnson and was renamed Personal Products Company, and Omni changed its name to Johnson & Johnson Baby Products Company.

f. In 1988, Johnson & Johnson Baby Products Company transferred all its assets for its baby products business to Johnson & Johnson Dental Products Company, which assumed all of its liabilities and was renamed Johnson & Johnson Consumer Products, Inc.

g. In 1997, Johnson & Johnson Consumer Products, Inc. changed its name to Johnson & Johnson Consumer Companies, Inc.

h. In 2015, J&J Consumer Companies merged with and into an affiliate, which then merged into McNeil-PPC, Inc. The resulting entity was renamed Johnson & Johnson



Consumer Inc. (including all former names and historical forms from at least 1979 to October 2021, “Old JJCI”). Johnson & Johnson was the parent of subsidiary Old JJCI.

i. Thus, from at least January 1979 through October 2021, Old JJCI designed, manufactured, marketed, distributed and sold Johnson’s Baby Powder, including talc-containing Johnson’s Baby Powder, and other talc-containing products.

21. Johnson & Johnson (the parent) holds responsibility (along with Old JJCI and the New J&J Defendants) for Johnson’s Baby Powder on and after January 1979. Johnson & Johnson exercised substantial control over the affairs of Old JJCI in January 1979 through October 2021 (and, as described/identified below, the New J&J Defendants after October 2021), particularly as to issues pertaining to asbestos in the talc contained in Johnson’s Baby Powder.

a. During and after January 1979, Johnson’s Baby Powder bottles continued bearing the Johnson & Johnson name and the Johnson’s trademark held by Johnson & Johnson.

b. Johnson & Johnson owned (and ultimately sold) the Vermont talc mines that sourced Johnson’s Baby Powder throughout the mid-1960s to 1988.

c. During and after January 1979, Johnson & Johnson (a) engaged in efforts to promote Johnson’s Baby Powder and (b) sought to benefit from the “emotional bond,” recognizability and goodwill developed from the baby products line, including Johnson’s Baby Powder. Numerous memoranda, including as reflected in power points in April 1997 and August 1997, reflect Johnson & Johnson’s conscious strategy of benefiting from Johnson’s Baby Powder, referring it to as their “flagship product” and “golden egg” that “feed[s] the goose” and “lead[s] the flock.” Johnson & Johnson Board of Directors met in June 2017 to discuss the reputational risk resulting from information becoming public about the asbestos content of the talc in Johnson’s Baby Powder.

d. During and after January 1979, Johnson & Johnson managed, controlled and/or issued statements, including false and/or misleading statements, to the public, government/regulatory bodies and in courts about the safety and/or asbestos content of talc in its products. Johnson & Johnson (a) drafted and issued statements defending the composition and safety of the talc in Johnson's Baby Powder (including, as non-exclusive examples in February 1998, October 2000, May 2016 and throughout 2017 to the present), (b) received advance copies of statements to the media (including, as a non-exclusive example, a January 2, 1986 memorandum from Nancy Musco) and (c) maintained websites that provided false, incomplete and/or misleading information about the talc in Johnson's Baby Powder.

e. During and after January 1979, Johnson & Johnson remained actively involved in the manufacturing process of Johnson's Baby Powder. Johnson & Johnson was regularly copied on routine correspondence regarding the selection of talc ores, mining, processing and testing of the talc used in Johnson's Baby Powder.

f. During and after January 1979, Johnson & Johnson managed and directed litigation strategy (and thus control of information released publicly) regarding the composition of the talc in Johnson's Baby Powder. Johnson & Johnson in-house counsel Frank Bolden attended depositions/matters in the *Westfall* case and received regular correspondence regarding the testing of talc ores for the presence of the asbestos. Johnson & Johnson implemented litigation holds and other document retention policies. Johnson & Johnson employees/managers, including Mr. William Ashton, made false and/or misleading statements regarding the composition of the talc in Johnson's Baby Powder in affidavits and others sworn statements submitted to courts (that contributed to concealing information to the public about the true composition of the talc in Johnson's Baby Powder).

22. In October 2021, Johnson & Johnson and/or Old JJCI implemented a plan as part of a larger effort to avoid or eliminate the responsibility and liability of Johnson & Johnson and Old JJCI for injuries and harm caused by Johnson’s Baby Powder and other talc products.

a. In October 2021, Old JJCI underwent a series of corporate restructuring transactions in which it split itself into two separate entities through a device referred to as a “divisive merger.” The device is more commonly known as the “Texas Two Step.”

b. The corporate restructuring was designed and undertaken with the intent to isolate the talc liabilities of Old JJCI into a newly-invented company created by J&J called “LTL Management LLC” (“LTL”). “LTL” is an acronym for “Legacy Talc Liability.” LTL held no productive business assets and served no ongoing business concern.

c. Immediately thereafter in October 2021, LTL was put into a Chapter 11 Bankruptcy wherein LTL and other Johnson & Johnson entities sought the protection of the Bankruptcy Code’s processes to (a) obtain a stay of all pending litigation and (b) construct an aggregate resolution of its outstanding present and future talc/asbestos liabilities that would foreclose jury trials and reduce the compensation owed to those harmed by Johnson’s Baby Powder and other talc products.

d. As part of the corporate restructuring effort (the “Texas Two Step”) designed to escape or limit liabilities for Johnson’s Baby Powder and other talc products, all of the productive assets of Old JJCI, including those used to manufacture and market Johnson’s Baby Powder, were transferred to a newly-minted corporate entity bearing the same name, “Johnson & Johnson Consumer Inc.” (“New JJCI”). As explained in greater detail below, upon receipt of Old JJCI’s operating assets, New JJCI continued to sell Johnson’s Baby Powder, including talc-containing Johnson’s Baby Powder. New JJCI continued the same business

operations as Old JJCI; New JJCI became a new hat for Old JJCI.

e. The Bankruptcy Court presiding over LTL's first bankruptcy case stayed and enjoined prosecution of all litigation against the debtor LTL and, importantly, Johnson & Johnson and New JJCI for harm and injury caused by Johnson's Baby Powder and other talc products. The stay was over the objection of thousands harmed and injured by such products.

f. The United States Court of Appeals for the Third Circuit held on January 30, 2023 that the bankruptcy filing by LTL was not proper and/or made in bad faith. Ultimately, on April 4, 2023, the lower Bankruptcy Court formally dismissed the first LTL bankruptcy case.

g. On April 4, 2023, within hours of the dismissal of the first LTL bankruptcy case, LTL filed a second Chapter 11 petition for bankruptcy protection in the same court seeking the same relief. Johnson & Johnson and/or LTL responded to the finding of bad faith by exhibiting more bad faith in a second filing.

h. On July 28, 2023, the Bankruptcy Court issued a memorandum opinion dismissing the second LTL bankruptcy case.

23. Unbeknownst to Plaintiffs, during the appeal process for the first LTL bankruptcy, New JJCI began the process of transferring its business to defendant Kenvue, Inc.

a. In December 2022, New JJCI changed its name to defendant Johnson & Johnson Holdco (NA) Inc. ("New JJCI (Holdco)").

b. In January 2023, New JJCI (Holdco) transferred its productive assets and business to its direct parent entity, defendant Janssen Pharmaceuticals, Inc. ("Janssen").

c. In or around February 2023, Janssen transferred the productive assets of the consumer business it recently received (from New JJCI (Holdco) in January 2023), including those related to the manufacture and sale of Johnson's Baby Powder, to another Johnson &

Johnson subsidiary, Kenvue, Inc. (“Kenvue”).

d. Until at least April 2023, Plaintiff did not know, and/or could not have known or discovered, that New JJCI changed its name to New JJCI (Holdco) and then transferred the relevant productive assets and business to Janssen and then Kenvue in early 2023. The entities did not exist and/or did not receive the relevant productive assets/business, and/or Plaintiffs could not have known or discovered such facts. Separately and additionally, the Bankruptcy Court barred Plaintiffs from naming New JJCI, to New JJCI (Holdco), Janssen and Kenvue until at least April 20, 2023.

24. Under Illinois substantive law (and/or New Jersey substantive law on issues relating to successor liability under Illinois choice-of-law rules), defendants New JJCI (Holdco), Janssen and Kenvue (“New J&J Defendants”) are (1) directly liable (including as the alter ego or the “same company” in the “product liability context”) and/or (2) liable as successors-in-interest for the conduct of (and/or products sold by) Old JJCI and/or Johnson & Johnson. Their liability as successors-in-interest include (without limitation) that (a) the New J&J Defendants were the “mere continuation” of Johnson & Johnson and/or Old JJCI, (b) the restructuring transactions described above amount to the de facto merger of the entities into the New J&J Defendants and/or (c) the New J&J Defendants are the manufacturers, marketers, designers, distributors and/or designers of the same product line(s), including Johnson’s Baby Powder.

a. The New J&J Defendants (culminating in defendant Kenvue, as described above) essentially continue as Old JJCI under a new nomenclature. Kenvue repeatedly acknowledged and admitted to being the same as Old JJCI in public statements to the SEC, including (as a non-exclusive example) repeatedly referring to and comparing Kenvue’s 2023 financial performance to 2018-2021 (i.e., before Kenvue was created).

b. Old JJCI and Kenvue have essentially the same ownership by the parent Johnson & Johnson (aside from de minimus shares of Kenvue sold in a public offering). Old JJCI and Kenvue held a similar position vertically integrated within the same corporate structure of Johnson & Johnson. Kenvue now serves essentially the same function as Old JJCI as representing the consumer health segment of Johnson & Johnson's larger business.

c. Kenvue maintains the same key employees, leadership and management as Old JJCI. Per its own public filings, Kenvue's "senior leadership team ... effectively transformed our business since taking the helm in 2019..." (i.e., the same management started with Old JJCI and continued the same positions/roles in New JJCI, New JJCI (Holdco), Janssen and Kenvue).

d. The New J&J Defendants (culminating in defendant Kenvue, as described above) operate from essentially the same business locations as Old JJCI. Kenvue maintains the same headquarters of Old JJCI in Skillman, New Jersey.

e. The New J&J Defendants (culminating in defendant Kenvue, as described above) uses the same productive assets and undertakes the same research, manufacturing, marketing, distribution and/or sales operations as Old JJCI. The New J&J Defendants maintain and use the same supply chain networks, distribution networks and sales structures as the Old JJCI. The New J&J Defendants extended essentially the same business contracts as Old JJCI to ensure continuity of business operations.

f. The New J&J Defendants (culminating in defendant Kenvue, as described above) make, market and sell the same product lines as Old JJCI. In Kenvue's public filings to the SEC, Kenvue designates three business segments (Self Care, Skin Health and Beauty and Essential Health), the same three business segments of Old JJCI.

g. The New J&J Defendants continued designing, manufacturing, marketing,

distributing and selling Johnson's Baby Powder from October 2021 to the present. The New J&J Defendants continue to market and sell talc-containing Johnson's Baby Powder overseas through at least 2023. Talc-containing Johnson's Baby Powder remains available for purchase in the United States at retail stores and online (and therefore the New J&J Defendants continue to profit from such ongoing sales).

h. The New J&J Defendants (culminating in defendant Kenvue, as described above) benefit and profit from the goodwill, research, recognizability, brand loyalty, trademarks and/or customer base of Old JJCI, including as to Johnson's Baby Powder.

i. Kenvue acknowledged and admitted in a public SEC filing that it may be held accountable for the harm caused by the talc-containing products made and sold by Old JJCI. Kenvue admitted that "it is also possible that various parties will seek to bring and will be successful in bringing bringing claims against us, including by raising allegations that we are liable for the Talc-Related Liabilities." Kenvue also acknowledged that it is "responsible for all liabilities on account of or relating to harm arising out of, based upon, or resulting from, directly or indirectly, the presence of or exposure to talc or talc-containing products sold outside the United States or Canada."

j. The New J&J Defendants continue the same media and/or communications campaign (that includes false statements and/or misrepresentations about the asbestos content and health risks associated with the same talc-containing products sold by Johnson & Johnson, Old JJCI and the New J&J Defendants) designed to influence regulators and/or public opinion.

25. For purposes of clarity and avoidance of doubt, this Complaint is not asserting and does not assert claims against, or seek any relief from, LTL during or while a stay, injunction

or bar order is imposed by the bankruptcy court in connection with its Chapter 11 Proceedings, and no relief obtained by Plaintiffs pursuant to the Complaint will be used by the Plaintiffs against LTL in any manner. Plaintiffs reserve all rights to assert claims against LTL in the event any stay of litigation concerning LTL is lifted or otherwise discontinued.

26. Beginning at birth, Decedent THERESA M. GARCIA was dusted with asbestos-containing Johnson & Johnson talc products by family members. Thereafter, Decedent THERESA M. GARCIA continued using asbestos-containing Johnson & Johnson talc products on her person on a frequent and regular basis throughout much of her life. She also used asbestos-containing Johnson & Johnson talc products on her six children (born between 1985 and 2000) on a frequent and regular basis until about 2007-2008. She continued using and applying asbestos-containing Johnson & Johnson talc products on her grandchildren through and/or until at least 2014. For substantial periods at times in her life, Decedent THERESA M. GARCIA frequently and regularly used additional asbestos-containing talc products on her person, including Avon talc products and Nate Jean talc products. All of the above-identified talc products contained significant amounts of asbestos and asbestos fibers. The above-described uses of these asbestos-containing talc products caused the release of visible talc dust into the air, on her person, on her clothing and in her home. Consequently, Decedent THERESA M. GARCIA inhaled asbestos or asbestos fibers from the asbestos-containing talc products mined, milled, distributed and/or sold by defendants on a frequent and regular basis throughout substantial portions of, and/or much of, her life.

27. The above-alleged exposures to asbestos have directly and proximately caused Decedent THERESA M. GARCIA's injury in the form of malignant mesothelioma, with which she was diagnosed on or about January 27, 2020 and died from on July 27, 2020.



28. The wrongful acts and/or omissions of the Defendants described in further detail below directly and proximately caused the development of Decedent THERESA M. GARCIA's asbestos-caused cancer.

29. During the course of Decedent THERESA M. GARCIA's life at the location(s) mentioned above, Decedent THERESA M. GARCIA breathed, inhaled, and was otherwise exposed to asbestos fibers emanating from certain products she was around, which were mined, milled, researched, designed, developed, tested, manufactured, packaged, brokered, distributed, processed, promoted, marketed, supplied, specified, sold, and/or delivered by the Defendants;; **CYPRUS AMAX MINERALS COMPANY**, individually, d/b/a, and as successor-in-interest to SIERRA TALC COMPANY, UNITED SIERRA DIVISION OF CYPRUS MINES, CYPRUS INDUSTRIAL MINERALS COMPANY, AMOCO MINERALS CO., AMERICAN TALC COMPANY, METROPOLITAN TALC COMPANY, INC., CHARLES MATHIEU INC., IMPERIAL PRODUCTS CO. INC., RESOURCE PROCESSORS, INC., and WINDSOR MINERALS, INC.; **CYPRUS MINES CORPORATION**, individually, d/b/a, and successor to SIERRA TALC COMPANY, UNITED SIERRA DIVISION OF CYRPUS MINES, AMOCO MINERALS CO., CYPRUS INDUSTRIAL MINERALS CO., and CYPRUS GEORESEARCH CO., a wholly-owned subsidiary of CYPRUS MINES CORP. and successor to CHARLES MATHIEU INC. (d/b/a CHARLES MATHIEU & CO. and CHAS. MATHIEU INC.), AMERICAN TALC COMPANY INC., METROPOLITAN TALC COMPANY INC., IMPERIAL PRODUCTS CO. INC., and RESOURCE PROCESSORS INC.; **JANSSEN PHARMACEUTICALS, INC.**, individually and as successor-in-interest to JOHNSON & JOHNSON subsidiaries named JOHNSON & JOHNSON CONSUMER INC.; **JOHNSON & JOHNSON; JOHNSON & JOHNSON HOLDCO (NA) INC.**, f/k/a JOHNSON & JOHNSON

CONSUMER INC., individually and successor-in-interest to JOHNSON & JOHNSON subsidiary "OLD JJCI"; **KENVUE INC.**, individually and as successor-in-interest to JOHNSON & JOHNSON CONSUMER INC.; **LTL MANAGEMENT LLC, REVLON, INC.**

30. Decedent THERESA M. GARCIA inhaled and otherwise being exposed to the asbestos fibers emanating from the above-identified products was completely foreseeable and could have been anticipated by Defendants. She and her family used the products in the manner in which they were intended and/or marketed. At the time Decedent used these products, such use was in a manner that was reasonably anticipated by all Defendants.

31. Talc is a magnesium trisilicate and is mined from the earth. Talc is an inorganic mineral. Talc is regularly contaminated with asbestos that distinctly give rise to an increased risk in the potential for cancer, including mesothelioma. However, each of the Defendants continually advertised and marketed talc and their asbestos-containing talc products as safe for human use.

32. For many years, Cyprus Amax Minerals Corporation and Cyprus Mines Corporation (and their predecessors) mined, milled, supplied and/or distributed the asbestos-containing talc in Johnson & Johnson talc products, Avon talc products and Jean Nate talc products that Decedent THERESA M. GARCIA frequently and regularly used throughout much of her lifetime.

33. At all times relevant hereto, a feasible alternative to the Defendants' asbestos-containing talc products has existed. Cornstarch is an organic carbohydrate that is quickly broken down by the body with no known health effects. Cornstarch powders have been sold and marketed for the same uses with the same, or nearly the same, effectiveness.

34. Certain raw talc miners and suppliers, including defendants CAMC, CMC, and Johnson & Johnson, provided customers and/or potential customers with material safety data sheets for raw mineral talc. These material safety data sheets were supposed to convey adequate health and

warning information to its customers. They material safety data sheets that they supplied did not convey such information.

35. Historically, “Johnson’s Baby Powder” has been a symbol of freshness, cleanliness, and purity. During the time in question, the Johnson & Johnson Defendants advertised and marketed this product as the beacon of “freshness” and “comfort,” eliminating friction on the skin, absorbing “excess wetness” helping keep skin feeling dry and comfortable, and “clinically proven gentle and mild.” The Johnson & Johnson Defendants induced women through advertisements to dust themselves with this product to mask odors. The bottle of “Johnson’s Baby Powder” specifically targets women by stating, “For you, use every day to help feel soft, fresh, and comfortable.”

36. During the time in question, the Johnson & Johnson Defendants advertised and marketed the product “Shower to Shower” as safe for use by women as evidenced in its slogan: “A sprinkle a day keeps odor away”; through advertisements such as “Your body perspires in more places than just under your arms. Use Shower to Shower to feel dry, fresh, and comfortable throughout the day”; and “Shower to Shower can be used all over your body.”

37. Defendants knew or should have known the asbestos fibers contained in their products had a toxic, poisonous, and highly deleterious effect upon the health of persons inhaling, breathing, or otherwise being exposed to them. Moreover, defendants knew or should have known asbestos is a carcinogen.

38. Before and during the time that Ms. Garcia used and/or was exposed to Defendants’ asbestos-containing talc products, Defendants knew or should have known that talc has a tendency to grow with tremolite, anthophyllite, actinolite and serpentine, including the asbestiform varieties of these minerals. Defendants knew or should have known that the sources

of talc used in the products that they manufactured, milled, distributed, brokered, supplied and/or sold contained asbestos (or asbestiform varieties of the above-identified minerals). Defendants knew or should have known that the ordinary, intended and/or foreseeable uses of the asbestos-containing talc products, including dusting babies and adult persons, causes the release of airborne dust that result in the exposure to and inhalation of asbestos fibers. Defendants knew or should have known that exposure to asbestos can and does cause fatal diseases, including lung cancer and mesothelioma. All of this information was available and known in the scientific literature before and during the times that Ms. Garcia used and/or was exposed to Defendants' asbestos-containing talc products and was additionally known and/or knowable through reasonable, adequate testing and/or investigation.

39. Defendants Johnson & Johnson, New JJCI (Holdco), Janssen and Kenvue (collectively, "J&J") possessed specific knowledge (and/or could have and should have known through the exercise of reasonable care) before and during the time of THERESA M. GARCIA's use of J&J's talc products that the talc in its products (including Johnson's Baby Powder) contained asbestos and inhaling such asbestos can and does cause fatal diseases, including mesothelioma. In other words, J&J knew the hazards, risks and dangers of its talc products. J&J failed to warn, failed to implement substitutes (e.g, corn starch) and engaged in a campaign to conceal the information it knew about the asbestos content and dangers from the use of its products.

a. Before and during the time that THERESA M. GARCIA used J&J's talc products, J&J knew that asbestos exposure, including asbestos exposure from inhaling asbestos-containing talc, can and does cause fatal diseases such as mesothelioma. Since the 1930s, J&J employees and/or managers, including in its medical department, knew of scientific and medical literature demonstrating that asbestos exposure is associated with cancer. J&J thereafter

remained abreast of the scientific and medical literature discussing asbestos dangers. By the late 1960s, J&J's employees and/or managers, including Mr. Ashton, read scientific literature associating asbestos exposure and mesothelioma. By the 1970s, J&J recognized the danger of even a small amount of asbestos in talc (including in Johnson's Baby Powder) because it repeatedly noted in internal memoranda that scientific literature showed that relatively low levels of asbestos exposure can cause cancer and mesothelioma. In a July 1971 memorandum, J&J recognized "there is no place for asbestos in talcs." By 1997, J&J recognized internally that (a) the association between all forms of asbestos and mesothelioma has been established since the late 1960s, (b) mesothelioma may occur after brief or indirect exposure to asbestos, (c) tremolite and/or tremolite asbestos is a potent mesothelioma producer and (d) findings of talc, tremolite asbestos and anthophyllite asbestos in lung tissue suggests that mesothelioma among some women with no other identifiable exposure might be related to exposure to cosmetic talc.

b. Johnson's Baby Powder sold in the United States contained talc sourced from (a) the Fontaine mine in Val Chisone, Italy from approximately 1946 to 1967 (and in 1979-1980), (b) Vermont talc mines (e.g., Hammondsville, Hamm, Argonaut) from approximately 1967 to 2003 and (c) Guangxi, China from 2003 to 2020 (and onward).

c. Before and during the time that THERESA M. GARCIA used J&J's talc products, publicly-available scientific literature and information reported the association of talc and asbestos, including findings of asbestos in talc from the same mines and/or geological deposits as J&J used in Johnson's Baby Powder. By 1898, Edward Dana's "Text-Book of Mineralogy" stated that "talc ... is often associated with serpentine ... and frequently contains crystals of ...asbestos, actinolite ..." By 1951, the U.S. Geological Survey identified asbestos in some Vermont talc mines and actinolite in the Hammondsville talc mine. A 1957 text reported

actinolite “fibers” occurring in the Hammondsville talc mine. By 1966, a geological text reported that the Fontane mine in Val Chisone, Italy contained “tremolite-actinolite” occurring in bundles of “asbestoid fibers” (i.e., tremolite/actinolite asbestos).

d. Before and during the time that THERESA M. GARCIA used J&J’s talc products, J&J knew of the association of talc and asbestos. J&J has admitted that it knew of the association of talc and asbestos (or that talc may contain asbestos as an accessory mineral) since 1949. J&J frequently recognized internally that asbestos occurs as an accessory mineral to talc (and therefore J&J understood the risk of selling talc-containing products and the necessity of monitoring its talc sources/products for the presence of asbestos). As non-exclusive examples, in April 1969, J&J’s (a) Mr. Ashton stated that “it is normal to find different levels of tremolite in many U.S. talcs” and “some varieties of [tremolite] match asbestos” and (b) medical director acknowledged that trace amounts of tremolite in Johnson’s Baby Powder were “unavoidable.”

e. Before and during the time that THERESA M. GARCIA used J&J’s talc products, J&J regularly and repeatedly received information that the talc used in Johnson’s Baby Powder contained asbestos minerals and/or asbestos. By February 1956, J&J’s consultant, the Battelle Memorial Institute (“BMI”), reported to J&J that talc from Fontane mine in Italy (that J&J used at the time) contained “trace” tremolite with a crystallographic habit consisting of “minor” amounts of “fibrous aggregates and single crystal fibers” (i.e., fibrous tremolite, a/k/a asbestos). In the late 1950s to early 1960s, BMI reported to J&J over 150 findings of tremolite, including fibrous tremolite, in talc from the Fontane mine in Italy that J&J used at the time. In 1961, BMI told J&J that three of three samples from the Hammondsville, Vermont mine (that J&J began using shortly thereafter) contained trace to 1% altered amphibole. Throughout the late 1960s to early 2000s, J&J repeatedly received information from its own consultants that the talc

from the Vermont talc sources that it used in Johnson's Baby Powder contained asbestos. Such consultants included BMI, the McCrone Institute ("McCrone"), the Colorado School of Mines Research Institute ("CSMRI"), Dr. Pooley, Dr. Alice Blount, Dr. Langer of Mt. Sinai, Dr. Hutchins of the University of Minnesota and Dr. Reynolds of Dartmouth College. As non-exclusive examples, J&J knew and received information from (a) Dr. Langer in 1971 that Mt. Sinai found "very fine fibers" of "chrysotile asbestos" in Johnson's Baby Powder, (b) Dr. Hutchins in 1972 that he detected chrysotile asbestos in Johnson's Baby Powder, (c) Dr. Reynolds in 1974 that he found actinolite fiber in the talc ore used in Johnson's Baby Powder, (d) McCrone in 1975 that it detected "amphibole asbestos fibers" in 13 samples of the talc ore used in Johnson's Baby Powder, (e) R.J. Lee in 1988 that it found 0.024% chrysotile and 0.14% fibrous tremolite in Johnson's Baby Powder and (f) Dr. Blount in 1991 that she repeatedly found asbestos in Johnson's Baby Powder, including as reported in a published paper that she detected 0.6 to 0.8% tremolite (including tremolite fibers and tremolite needles) in multiple samples. In 1998, Dr. Blount told J&J directly that Johnson's Baby Powder contains tremolite asbestos.

f. Before and during the time that THERESA M. GARCIA used J&J's talc products, J&J regularly recognized (internally or behind closed doors) the presence of tremolite and actinolite, including in their fibrous/asbestos varieties, in the talc used in Johnson's Baby Powder. As non-exclusive examples, J&J recognized or admitted internally (a) in July 1971 that the talc ore source used in Johnson's Baby Powder contained "trace amounts of fibrous minerals (tremolite/actinolite)," (b) in 1972 that "there are trace quantities" of tremolite present in J&J's talc products as "confirmed by McCrone and Bill Ashton ... this is not new" and (c) in April 1973 that the evidence rendered J&J's attempts to defend the source mine as asbestos-free

“over,” stating J&J is “confident” that fiber form tremolite and actinolite were “identifiable” and “might be classified as asbestos fiber.”

g. Before and during the time that THERESA M. GARCIA used J&J’s talc products, J&J knew that consumers like her would inevitably inhale talc dust/powder (and therefore asbestos fibers) when using J&J’s talc products. By 1969, J&J observed that users inhale some talc dust/powder and such particles reach deep in the lung. Throughout the 1970s onward, J&J conducted numerous studies showing the quantity of talc per use and the amount of dust/powder that becomes airborne from the ordinary application of Johnson’s Baby Powder.

h. Despite all of the information and knowledge that J&J possessed (as described above) before and during the time that THERESA M. GARCIA used J&J’s talc products, J&J never warned. J&J never placed any sort of label on its products indicating it contained asbestos. J&J always told the public that there has never been a single asbestos fiber in its products. J&J never affixed labels and/or warnings stating that the products could cause fatal diseases such as mesothelioma. Before 2016-2017, J&J never disclosed or otherwise reported to the public the hundreds of findings of asbestos minerals and/or asbestos that J&J received from others or found itself.

i. Despite all of the information and knowledge that J&J possessed (as described above) before and during the time that THERESA M. GARCIA used J&J’s talc products, J&J failed to develop and fully implement a safer alternative to talc in Johnson’s Baby Powder. By the early 1900s, J&J knew that other companies used corn starch for baby powders. In June 1971, J&J internally acknowledged the need to “develop alternatives to talc.” In April 1973, J&J’s Dr. Petterson noted that “cornstarch is obviously another answer. The product by its very nature does not contain asbestos fibers.” In March 1976, the chief of pathology for NIOSH



told J&J's medical director that he recommends against using talc on babies because of the possibility of asbestos contamination. J&J failed to introduce corn starch in Johnson's Baby Powder until about 1979-1980 and never fully replaced talc-containing Johnson's Baby Powder. In April 2008, J&J's marketing team acknowledged internally "the reality" that "talc is not actually safe for use around babies." Re-recognizing what it knew two generations before, J&J's employees stated that selling talc-based baby powder conflicts with their "Best for Baby" slogan.

j. Despite all of the information and knowledge that J&J possessed (as described above) before and during the time that THERESA M. GARCIA used J&J's talc products, J&J failed to adequately test the talc in Johnson's Baby Powder for the presence of asbestos. By 1971, J&J knew of transmission electron microscopy ("TEM") and, on multiple occasions thereafter, reported its advantages in detecting the presence of asbestos in talc. J&J tested (and/or asked others to test) only a vanishingly small amount of its talc for the presence of asbestos by TEM. By 1973, J&J knew of multiple preparation techniques that separate asbestos from the rest of the talcum powder to substantially increase analytical sensitivity. J&J chose to reject the preconcentration technique because J&J knew that using more sensitive techniques would find asbestos in Johnson's Baby Powder. In May 1973, J&J's Dr. Rolle wrote that "the limitation of [the preconcentration technique] is it may be too sensitive." In June 1973, J&J's T.H. Shelley expressed concern that its "Vermont talc will from time to time show traces of tremolite" using the preconcentration technique. In February 1975, J&J rejected the use of the preconcentration method, concluding it was not "in the worldwide company interest." J&J designed its reporting methodology to yield negative results rather than accurate results. J&J implemented its TM7024 procedure that required J&J to report results as negative and/or "not quantifiable" unless the analyst found at least five asbestos fibers of the same asbestos mineral

variety. Analysts identifying up to sixteen asbestos fibers (four fibers of four different asbestos varieties) reported the analysis as “not quantifiable” and/or a “non-detect.”

k. Despite all of the information and knowledge that J&J possessed (as described above) before and during the time that THERESA M. GARCIA used J&J’s talc products, J&J promoted regulations of asbestos in talc that called for less sensitive methods of detecting asbestos in talc. In September 1974, J&J wrote to the FDA that “a substantial safety factor can be expected with talc containing 1% w/w asbestos fibers. Therefore, methods capable of determining less than 1% asbestos in talc are not necessary to assure the safety of cosmetic talc.” In December 1974, J&J did not object to the CTFA’s conclusion that a “disadvantage” of the use of TEM is that “its ultra-sensitivity could be a problem.” In December 1974, J&J wrote to the CTFA to state that “it is critical for the C.T.F.A. to now recommend these methods to the F.D.A. before the art advances to more sophisticated techniques with higher levels of sensitization.” J&J knew that more sensitive techniques would gain greater general acceptance with time and, by encouraging adoption of weaker and under less sensitive techniques then, J&J knew it would be harder for the FDA to alter those standards later.

40. J&J concealed evidence and made false statements regarding evidence that it possessed regarding the presence of asbestos in the talc in Johnson’s Baby Powder.

a. J&J believed that Johnson’s Baby Powder was its “flagship product.” In numerous internal documents, J&J referred to Johnson’s Baby Powder as its “sacred cow” and “golden egg.” As a diverse company with numerous revenue streams, J&J recognized that its businesses (a) benefited from the “emotional trust” and perception of “safety” developed from an “infant bond” with J&J’s baby product line, including Johnson’s Baby Powder and (b) would be adversely impacted by the reputational damage of its flagship product being associated with

cancer. J&J believed that that if the truth about asbestos in Johnson's Baby Powder became exposed, it would substantially affect their financial bottom line (well beyond the impact on its sales of Johnson's Baby Powder). Consequently, J&J went to great lengths to knowingly conceal evidence of the numerous positive findings of asbestos minerals and asbestos in Johnson's Baby Powder. J&J engaged in a pattern of making false statements to government entities, courts and the American public.

b. By the early- to mid-1970s, J&J was well-aware that it would be false to tell the FDA that no test of the talc in Johnson's Baby Powder ever found asbestos and J&J certainly knew it was demonstrably false to state it never detected tremolite or actinolite in its talc. As described in greater detail above, by 1976, J&J received information (a) from BMI showing over 150 samples of talc from the Fontane mine in Vas Chisone, Italy contained tremolite and (b) from its consultants (BMI, CSMRI, Dr. Langer, Dr. Pooley, Dr. Hutchins, Dr. Reynolds) that dozens of samples of talc from its sources in Vermont (e.g., the Hammondsville mine) and/or the finished talc products contained tremolite/actinolite (including in the fibrous/asbestos form) and/or chrysotile.

c. Discussions between the FDA and the CTFA subcommittee occurred throughout the early- to mid-1970s. At the time, the FDA was considering regulating and overseeing asbestos in cosmetic talc products. The FDA eventually asked CTFA subcommittee members to send the FDA their own internal test results. The FDA would use that information to analyze the composition of popular cosmetic talc products and evaluate the frequency and rigor of the industry's internal testing programs. The CTFA members knew the FDA would base its decision on whether and how to regulate the industry on the information members provided. J&J gave its response in writing on March 15, 1976. J&J told the FDA that, by XRD, DTA and TEM

analysis, no asbestos had ever been found. J&J also asserted that “no amphiboles or serpentine minerals have been detected.” As described above, these statements were demonstrably false.

d. In addition to the above in March 1976, J&J made many other false statements to the FDA and other government/regulatory bodies. For example, in October 1971, J&J knew about, approved of and ratified its consultant, McCrone, purposely omitting findings of asbestos in reports to be submitted to the FDA. J&J wrote to McCrone that presenting the truth “would only tend to confuse the issue perhaps with the FDA.” Despite numerous findings of chrysotile asbestos by multiple analysts, J&J told FDA representatives in February 1975 that no cosmetics talcs (from J&J or otherwise) contain chrysotile. In response to a Citizens Petition to J&J and others regarding ovarian cancer risk, J&J told the FDA in 1995 that it had confirmed “the absence of asbestiform minerals.” When editing J&J’s website in 2016, J&J acknowledged internally that it “cannot say our talc-based consumer products have always been asbestos free.” But, in March 2016, J&J represented to the FDA that no asbestos structures had ever been found in J&J’s talc-based products by any testing method.

e. J&J engaged in a pattern of manipulating and destroying evidence. As stated above, in October 1971, J&J ratified McCrone’s purposeful omission of a positive finding for asbestos in a report to the FDA. In an October 1972 report, McCrone found tremolite asbestos in J&J talc products. J&J made a handwritten note stating: “DO NOT USE THIS REPORT.” The report was then revised to remove the quantification of asbestos found. In March 1978, the CTFA conducted a “round robin” in which committee members tested each other’s samples. When the results distributed amongst members showed which members’ products contained asbestos, a J&J employee (and then-chairman of the CTFA committee) instructed members to “destroy your copy of the table” containing the results. Making every effort to

conceal positive findings for asbestos, J&J and its consultant, McCrone, established a protocol where McCrone segregated positive findings. For example, in 1986, under McCrone Project No. ME-2275 and Purchase Order WS-0503, McCrone authored two separate reports of test results. The first stated all samples contained “no quantifiable” amounts of asbestos with three samples noticeably missing from the numbering sequence of samples. The second report showed the three talc samples in question each contained chrysotile asbestos.

f. Since 1969, J&J knew of the potential for litigation arising from the inhalation of its talc products. In April 1969, J&J’s medical director, Dr. Thompson, advised the company of the danger of inhaling “needle-like” crystals of tremolite in J&J’s talc. Reasoning that the use of J&J’s “products is so widespread, and the existence of pulmonary disease is increasing, it is not inconceivable that [J&J] could become involved in litigation in which pulmonary fibrosis or other changes might be rightfully or wrongfully attributed to inhalation of our powder formulations.” Dr. Thompson recommended that “someone in the Law Department should be consulted with regard to the defensibility of our position in the event that such a situation could ever arise.” He also warned J&J that it might become compelled to remove talc from its talc products “if it became known that our talc formulations contained any significant amount of tremolite.” Thereafter, per J&J’s own admissions, J&J was involved in “ongoing” and “pending” litigation regarding Johnson’s Baby Powder throughout the 1970s. By 1981, J&J knew of the *Westfall* case involving allegations of someone developing mesothelioma from exposure to talc from the same Vermont mines from which J&J sourced Johnson’s Baby Powder. J&J was named in suits alleging lung injury in 1982 (*Joly* case) and talcosis in 1983 (*Gambino* case). In 1988, over 900 plaintiffs alleged asbestos injury from the Vermont talc mines owned by J&J and operated by its subsidiary (Windsor Minerals, Inc.) from the mid-1960s to 1988 that

sourced Jounson's Baby Powder. Mesothelioma victims named J&J as defendants in 1997 (*Coker*), 2000 (*Bloch*), 2003 (*Hozeny*) and thereafter.

g. Despite knowing of the potential for litigation since 1969 and ongoing litigation from the 1970s onward, J&J failed to make any systematic effort to collect potentially responsive or relevant documents until the mid-1990s and failed to institute a litigation hold and records retention policy until at least 1997. J&J (a) failed to maintain the underlying data (e.g., data on the chemistry, crystal structure and shape of structures) for virtually all of the testing reports from its consultants that J&J claims show non-detects (thereby limiting Plaintiffs' ability to challenge or contest those results), (b) failed to maintain vintage samples of Johnsons' Baby Powder and (c) failed to maintain information on blanks in sample testing (limiting Plaintiffs' ability to refute J&J's specious claims of laboratory contamination).

h. In litigation in the 1980s onward, J&J was repeatedly asked whether there exists "any evidence" that the talc in Johnson's Baby Powder contained asbestos. J&J cannot identify a single case prior to 2017 in which it disclosed evidence related to testing of Johnson's Baby Powder (and/or the sources of talc in Johnson's Baby Powder) for the presence of asbestos. J&J repeatedly made false statements in discovery responses and elsewhere that there was "no evidence" of asbestos (or even the mineral tremolite) in such talc.

41. Decedent THERESA M. GARCIA, suffered from an asbestos-caused cancer, including, but not limited to, mesothelioma. Decedent first became aware that she suffered from said disease(s) on or about January 27, 2020 and, subsequently became aware that the same was wrongfully caused.

42. Decedent THERESA M. GARCIA was unaware of the dangers of the asbestos-containing products which rendered them unsafe for their intended use. Decedent was unaware at

the times of her use and/or exposure to Defendants' talc products that they contained asbestos fibers.

43. The Defendants had a duty to warn about the health hazards associated with the use of their asbestos-containing talc products, but failed to inform customers and the end users of their asbestos-containing talc products of known catastrophic health hazards, including but not limited to the development of cancers like malignant mesothelioma, associated with the use of their asbestos-containing talc products.

44. At all times herein relevant, Defendants had a duty to exercise reasonable care and caution for the safety of Decedent THERESA M. GARCIA and others utilizing Defendants' asbestos-containing products.

45. Defendants failed to exercise ordinary care and caution for the safety of Decedent THERESA M. GARCIA in at least one or more of the following respects:

- (a) Included asbestos in their products, even though it was completely foreseeable and could or should have been anticipated that persons such as Decedent THERESA M. GARCIA would inhale, breathe, or otherwise be exposed to that asbestos;
- (b) Included asbestos in their products when the Defendants knew or could have and should have known that said asbestos fibers would have a carcinogenic, toxic, poisonous, and/or highly deleterious effect upon the health of persons inhaling, breathing, and/or otherwise being exposed to them;
- (c) Included asbestos and/or asbestos-containing components in their products when adequate substitutes were available;
- (d) Failed to provide any or adequate warnings to persons around the products of the dangers of inhaling, breathing, or otherwise being exposed to the asbestos fibers contained in them;
- (e) Failed to provide any or adequate instructions concerning the safe methods of be around the products, including specific instructions on how to avoid inhaling, breathing, or otherwise being exposed to the asbestos fibers in them;

- (f) Failed to conduct tests on the asbestos-containing products mined, milled, designed, manufactured, sold, distributed, delivered, processed, and/or specified by Defendant in order to determine the presence hazards to which persons such as Decedent THERESA M. GARCIA might be exposed while utilizing the products;
- (g) Failed to investigate and/or adequately test the asbestos content of and/or the health effects of their asbestos products prior to distribution and sale despite knowing that such an investigation was necessary to prevent harm to users and those in proximity of users of those products; and,

46. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of the Defendants mentioned above, Decedent THERESA M. GARCIA, inhaled, breathed, and was otherwise exposed to asbestos fibers, causing her to develop the aforesaid asbestos cancer which severely disabled, disfigured, which caused or contributed to cause to Decedent THERESA M. GARCIA'S death.

47. Decedent THERESA M. GARCIA became aware of her asbestos-related disease and that it was caused by Defendants' wrongful conduct in or around January 27, 2020.

48. The conduct of Defendants, as alleged herein and above, was a direct, proximate and producing cause of the damages resulting from asbestos-related lung disease of THERESA M. GARCIA, and of the following general and special damages including:

- (a) Physical pain and mental anguish sustained by THERESA M. GARCIA in the past;
- (b) The past disfigurement suffered by THERESA M. GARCIA;
- (c) The physical impairment sustained by THERESA M. GARCIA in the past;
- (d) Medical expenses incurred by THERESA M. GARCIA in the past;
- (e) The loss of life (her life expectancy was about 32 years at the time of her death) of THERESA M. GARCIA wrongfully caused by her untimely death by mesothelioma;



- (f) The loss of money, benefits, goods, services, society, love, care, guidance and affection from Decedent's heirs (her six children) as a result of THERESA M. GARCIA's death;
- (g) Any and all other recoverable personal injury, survival, and/or wrongful death damages for Decedent and Decedent's heirs.

WHEREFORE, Plaintiff prays for this Court to enter judgment against Defendants, and to award compensatory damages in an amount to be proved at trial but believed to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and for such other and further relief that this Court deems appropriate.

**COUNT II – NEGLIGENCE – SURVIVAL ACTION**

Plaintiff STEPHANIE SALCEDO, individually and as Independent Administrator of the Estate of THERESA GARCIA, Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, complaining of all Defendants, individually and concurrently, and alleges as follows:

1-48. Plaintiff restates and re-alleges paragraphs 1 to 48 above as though fully set forth herein.

WHEREFORE Plaintiff prays that this Court grants judgment for compensatory, general, and special damages against all Defendants, jointly and severally, for all injuries and damages alleged above in an amount in excess of the jurisdictional minimum necessary to bring this matter in the Law Division of the Circuit Court.

**COUNT III**  
**FRAUDULENT MISREPRESENTATION**

Plaintiff STEPHANIE SALCEDO, individually and as Independent Administrator of the Estate of THERESA GARCIA, Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, complains against the Defendants, individually and concurrently, and in support state as follows:

1-48. Plaintiff restates and re-alleges paragraphs 1 to 48 above as though fully set forth herein.

49. Defendants owed a duty of reasonable care to Decedent. Despite that duty, Defendants knew the talc products that they mined, milled, brokered, distributed and/or sold contained asbestos and asbestos fibers. Defendants knew that the ordinary use of the asbestos-containing product would result in the inhalation of asbestos fibers. Defendants knew that exposure to asbestos was a health hazard that can result in disease, including lung cancer and mesothelioma.

50. Notwithstanding this knowledge, all Defendants engaged in the following omission or commissions:

- (a) It deliberately, intentionally, wantonly and designedly furnished asbestos-containing products to Decedent for use;
- (b) It deliberately, intentionally, wantonly and designedly failed to warn Decedent about the known dangers of asbestos exposure;
- (c) It deliberately, intentionally, wantonly and designedly failed to inform Decedent of its known potentially hazardous product as a result of asbestos content and resulting asbestos exposure;
- (d) It deliberately, intentionally, wantonly and designedly failed to replace the hazardous asbestos-containing products with asbestos substitutes which it knew or should have known were available;
- (e) It deliberately, intentionally, wantonly and designedly made Decedent exposed in dangerous products knowing that it posed a significant health hazard to people because of its propensity to cause asbestos-related diseases, including lung cancer and mesothelioma;
- (f) It deliberately, intentionally, wantonly and designedly failed to provide any or adequate instructions concerning the safe methods of using and being around the products it specified, supplied and/or utilized, including specific instructions on how to avoid inhaling, ingesting or otherwise absorbing the asbestos fibers; and
- (g) It deliberately, intentionally, wantonly and designedly represented that asbestos dust and fibers were not harmful to Decedent, while knowing such representations to be false.

51. In the above-stated conduct, both individually and collectively, all Defendants deliberately, intentionally and wantonly and designedly engaged in conduct designed to actively

conceal and suppress material facts knowing Decedent would rely on these facts to her detriment and cause her bodily harm and death.

52. In engaging in the above-stated conduct, both individually and collectively, all Defendants through its silence deliberately, intentionally, wantonly and designedly engaged in false and deceptive conduct of a material nature, knowing or believing said conduct to be false and doing it for the purpose of inducing Decedent to continue to use their products, causing her bodily harm and death. It was foreseeable that Decedent would reasonably believe and rely on Defendant's conduct to her detriment.

53. In engaging in the above-stated conduct, both individually and collectively, all Defendants committed, commanded or expressly authorized the concealment of the known dangers of asbestos intending that the Decedent would rely on its silence and thereby inhale, ingest or otherwise absorb asbestos fibers and become injured.

54. Defendants undertook a duty to provide safe products for Decedent. Defendants knew that Decedent relied on it to provide safe products. In permitting and knowing that Decedent would rely on Defendant to provide safe products, Defendants deliberately, intentionally, wantonly and designedly engaged in false representation of a material fact, knowing it to be false and doing it for the purpose of inducing Decedent to continue to use Defendants products. Decedent reasonably believed and relied on Defendant's false representation to her detriment. By this conduct, all Defendants intended to cause bodily harm to Decedent.

55. As a proximate cause of the above-stated conduct, active concealments and/or false representations, and intentional and wanton conduct, both individually and collectively, the Decedent was exposed to and inhaled great amounts of asbestos fibers without her consent, causing Decedent to develop mesothelioma; the Decedent became liable for large sums of

monies for hospital, medical and other health care services necessary for the treatment of her asbestos-induced mesothelioma; the Decedent experienced great physical pain and mental anguish as a result of the inhalation, ingestion and absorption of the asbestos fibers; and that as a further result of her asbestos-induced mesothelioma, the Decedent was hindered and prevented from pursuing her normal course of work and lifestyle, thereby losing large sums of money which otherwise would have accrued to her.

WHEREFORE Plaintiff prays that this Court grants judgment for compensatory, general, and special damages against all Defendants, jointly and severally, for all injuries and damages alleged above in an amount to be proved at trial but believed to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and for such other and further relief that this Court deems appropriate.

**COUNT IV**  
**WILLFUL AND WANTON MISCONDUCT**

Plaintiff STEPHANIE SALCEDO, individually and as Independent Administrator of the Estate of THERESA GARCIA, Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, complains against the Defendants, individually and concurrently, and in support state as follows:

1-55. Plaintiff restates and re-alleges paragraphs 1 to 55 above as though fully set forth herein.

56. Defendants owed a duty of reasonable care to Decedent and, despite that duty, Defendants committed one or more of the following acts or omissions constituted reckless, willful and wanton misconduct:

- (a) Intentionally, wantonly and/or with a reckless disregard for the safety of Decedent (and others similarly situated) made, distributed and/or sold a product containing asbestos, even though it knew that persons like Decedent using the product in the ordinary manner would inhale great amounts of that asbestos;

- (b) Intentionally, wantonly and/or with a reckless disregard for the safety of Decedent (and others similarly situated) made, distributed and/or sold a product containing asbestos, even though it knew that exposure to asbestos fibers would have a toxic, poisonous, highly deleterious effect and carcinogenic upon the health of persons inhaling them;
- (c) Intentionally, wantonly and/or with a reckless disregard for the safety of Decedent (and others similarly situated) made, distributed and/or sold products containing asbestos when adequate substitutes for the asbestos in them was available;
- (d) Intentionally, wantonly and/or with a reckless disregard for the safety of the Decedent (and others similarly situated) failed to provide any or adequate warnings to persons using and around the asbestos-containing products of the dangers of inhaling the asbestos fibers in them;
- (e) Intentionally, wantonly and/or with a reckless disregard for the safety of the Decedent (and others similarly situated) failed to provide any or adequate instructions concerning the safe methods of using and being around the products, including specific instructions on how to avoid inhaling the asbestos fibers in them; and
- (f) Intentionally, wantonly and/or with a reckless disregard for the safety of the Decedent (and others similarly situated) failed to conduct tests on the asbestos-containing products manufactured, distributed and/or sold by the Defendants in order to determine the hazards to end users like the Decedent might be exposed while using with the products.

57. As a direct and proximate result of one or more of the foregoing acts or omissions on the part of Defendants stated above, Decedent THERESA M. GARCIA inhaled asbestos fibers that caused her to develop mesothelioma. As a result of her developing mesothelioma, Decedent became liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of her asbestos-induced mesothelioma; Decedent THERESA M. GARCIA was unable to work and lost wages as a result of her asbestos-induced mesothelioma; and Decedent THERESA M. GARCIA experienced great physical pain and mental anguish as a result of inhaling, breathing and otherwise being exposed to said asbestos fibers and developed mesothelioma.

58. The conduct of said defendants, and/or their predecessors, and/or their “alternate entities,” and each of them as set forth in this Complaint, was and is willful, malicious, fraudulent, outrageous and in conscious disregard and indifference to the safety and health of exposed persons. Plaintiff, for the sake of example and by way of punishing said Defendants seeks punitive damages according to proof against all defendants.

WHEREFORE Plaintiff prays that this Court grants judgment for compensatory, general, and special damages against all Defendants, jointly and severally, for all injuries and damages alleged above in an amount to be proved at trial but believed to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and for such other and further relief that this Court deems appropriate.

**COUNT V**  
**STRICT LIABILITY - 735 Ill. Comp. Stat. Ann. 5/13-213**

Plaintiff STEPHANIE SALCEDO, individually and as Independent Administrator of the Estate of THERESA GARCIA, Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, complains against the Defendants, individually and concurrently, and in support state as follows:

1-58. Plaintiff restates and re-alleges paragraphs 1 to 58 above as though fully set forth herein.

59. Beginning at birth, Decedent THERESA M. GARCIA was dusted with asbestos-containing Johnson & Johnson talc products by family members, she continued to use asbestos-containing Johnson & Johnson talc products on her person (and her children) on a frequent and regular basis, and she also frequently and regularly used other asbestos-containing talc products such as Avon talc products and Nate Jean talc products. She continued to use Johnson & Johnson talc products up through 2014.

60. The defects in Defendants’ asbestos-containing talc products existed at the time they left the possession of each of the defendants, and/or their predecessors. The aforementioned products

were intended to reach the ultimate consumer in the same condition as it left defendants. The products did, in fact, reach the plaintiff in the same condition as it left defendants. From the reasonably foreseeable and intended use of the product, the products did, in fact, cause injuries to “exposed persons,” including terminal asbestos-related mesothelioma in the Plaintiff. Such renders the products defective and unreasonably dangerous for use.

61. Defendants and/or their predecessors knew and intended that the above-referenced asbestos-containing talc products would be used by the purchaser or user without inspection for defects therein and without knowledge of the hazards involved in such use.

62. Defendants’ asbestos-containing talc products were defective, unreasonably dangerous and unsafe for their intended purpose because they contained asbestos fibers and asbestos fibers are unreasonably dangerous for their ability to cause fatal diseases like mesothelioma, the products contained no warnings of the asbestos content and associated health hazards and/or there were reasonable and available alternatives for asbestos-containing talc that could have been used instead. Such feasible alternatives did not have the ability to reach the mesothelial tissue of Ms. Garcia and cause mesothelioma. Such alternatives came at a comparable cost and were of comparable utility. The gravity of the potential harm resulting from the use of Defendants’ asbestos-containing talc products, and the likelihood such harm would occur, far outweighed any additional cost or marginal loss of functionality in creating and/or utilizing an alternative design, providing adequate warning of such potential harm, and/or providing adequate use instructions for eliminating the health risks inherent in the use of their products, thereby rendering the same defective, unsafe and dangerous for use.

63. As a direct and proximate result of one or more of the defects stated above, Decedent THERESA M. GARCIA inhaled asbestos fibers that caused her to develop mesothelioma. As a

result of her developing mesothelioma, Decedent became liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of her asbestos-induced mesothelioma; Decedent THERESA M. GARCIA was unable to work and lost wages as a result of her asbestos-induced mesothelioma; and Decedent THERESA M. GARCIA experienced great physical pain and mental anguish as a result of inhaling, breathing and otherwise being exposed to said asbestos fibers and developed mesothelioma.

WHEREFORE Plaintiff prays that this Court grants judgment for compensatory, general, and special damages against all Defendants, jointly and severally, for all injuries and damages alleged above in an amount to be proved at trial but believed to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and for such other and further relief that this Court deems appropriate.

**COUNT VI**  
**BREACH OF IMPLIED WARRANTIES- 810 Ill. Comp. Stat. Ann. 5/2-314)**

Plaintiff STEPHANIE SALCEDO, individually and as Independent Administrator of the Estate of THERESA GARCIA, Deceased, and for use and benefit of the surviving heirs of the Decedent, by and through her attorneys, complains against the Defendants, individually and concurrently, and in support state as follows:

- 1-63. Plaintiff restates and re-alleges paragraphs 1 to 63 above as though fully set forth herein.
64. Each of the Defendants and/or their predecessors and/or their "alternate entities" impliedly warranted that their asbestos-containing talc products were of good and merchantable quality and fit for their intended use.
65. The implied warranty made by the Defendants and/or their predecessors that the asbestos-containing talc products were of good and merchantable quality and fit for the particular intended use, was breached. As a result of that breach, asbestos fibers became airborne that Decedent THERESA M. GARCIA inhaled.



66. As a direct and proximate result of the breach of the implied warranty of good and merchantable quality and fitness for the particular intended use, Decedent THERESA M. GARCIA inhaled asbestos fibers that caused her to develop mesothelioma. As a result of her developing mesothelioma, Decedent became liable for large sums of monies for hospital, medical and other health care services necessary for the treatment of her asbestos-induced mesothelioma; Decedent THERESA M. GARCIA was unable to work and lost wages as a result of her asbestos-induced mesothelioma; and Decedent THERESA M. GARCIA experienced great physical pain and mental anguish as a result of inhaling, breathing and otherwise being exposed to said asbestos fibers and developed mesothelioma

WHEREFORE Plaintiff prays that this Court grants judgment for compensatory, general, and special damages against all Defendants, jointly and severally, for all injuries and damages alleged above in an amount to be proved at trial but believed to exceed FIFTY THOUSAND DOLLARS (\$50,000.00), and for such other and further relief that this Court deems appropriate.

Respectfully Submitted,

STEPHANIE SALCEDO, Plaintiff

/s/ Mark J. Buha

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