

**BEFORE THE UNITED STATES JUDICIAL PANEL ON MULTIDISTRICT
LITIGATION - MDL _____ In re: BernzOmatic and Worthington Branded Torch
Products Liability Litigation**

SYNOPSIS OF RELATED ACTIONS

Subject Products:

(A) Each of the six cases listed on the Schedule of Actions is a products liability case involving a fuel container, commonly called a “one pound NRT” cylinder. “NRT” means “non-refillable tall.” The same defendants in each of these six actions designed, marketed, manufactured and sold each of the subject fuel containers.

(B) Five of the six fuel cylinders involved in the six related actions was operated by a brass screw-on torch apparatus that mounted to the top of the cylinder. Each of these torch units contained a safety feature, known as a “fracture groove.” The fracture groove feature was described by the defendants on their internet postings as follows:

Fracture Groove: A designed in failure point in the torch, so that when the torch & cylinder are dropped, the fracture groove will fail prior to the cylinder center bushing failing. If the center bushing fails, then an extremely large 8 to 10 foot flame will erupt from the cylinder. Examples of torches with a fracture groove are: UL2317, JT680, JT681, JT539, TS4000, TS7000.

The same defendants in these five actions designed, marketed, manufactured and sold each of the subject torch apparatuses.

Case Synopsis

1. Peralta v. Bernzomatic, et al., 2:17-cv-03195 (Arizona): Mr. Peralta is one of the two moving parties. The subject fuel container in this action contained propane fuel. Mr. Peralta picked up the cylinder to light a fireplace, when a fuel leak at the upper neck of the cylinder ignited, causing him to drop the cylinder. The cylinder hit the ground with the tip of the torch apparatus containing the safety fracture groove feature. However, the fracture groove feature failed as well, and the cylinder ripped open instead, instantly discharging its contents in the manner described by Defendants on their internet posting quoted above (“[I]f the center bushing fails, then an extremely large 8 to 10 foot flame will erupt from the cylinder.”). The explosion caused severe burn injuries to Mr. Peralta, and damage to the property.

2. Bailey v. BernzOmatic, et al., 1:16-cv-07548 (Illinois): Mr. Bailey is the second of the two moving parties. The subject fuel container in this action contained propane fuel. Mr. Bailey was using the subject cylinder to burn leaves and clear a fence line on his property. The tip of the torch came into light contact with a tree trunk. The torch apparatus' safety fracture groove feature failed, and the cylinder ripped open instead, instantly discharging its contents in the manner described by Defendants on their internet posting quoted above ("[I]f the center bushing fails, then an extremely large 8 to 10 foot flame will erupt from the cylinder."). The explosion caused severe burn injuries to Mr. Peralta, and damage to the property.
3. Klimek v. Worthington, et al., 1:15-cv-09373 (Illinois): The subject fuel container in this action contained MAPP fuel. Mr. Klimek and Mr. Eric Rejdak were present inside a garage of a residence when the fuel escaped from the fuel cylinder, causing a flash fire that resulted in serious injuries to both plaintiffs.
4. Marmont v. BernzOmatic, et al., 2:16-cv-00848 (California): The subject fuel container in this action contained propane fuel. Mr. Lindsey Marmont was using the cylinder to light a barbecue. The cylinder was placed near the barbecue, where it was exposed to heat. The cylinder contained a pressure relief valve, designed to release the pressure at 350-450 PSIG (pounds per square inch guage). The cylinder itself was designed to withstand approximately 900 PSIG. The pressure relief valve on the Marmont cylinder was tested to have commenced release at 655 PSIG. Nevertheless, the cylinder appears to have ripped at the entire circumference of the "center bushing" (see Bernzomatic's definition quoted above), and the cylinder exploded into fragments. Ms. Marmont, 41 years old at the time, was struck in the neck, where she bled severely. Her three young children observed as her husband, also injured, tried to stop the bleeding from her neck, and was entrenched in blood. That was the last time Ms. Marmont's children saw her alive. She passed away hours later from her injuries.
5. Lofton v. Worthington Industries, et al., 2:17-cv-01358 (South Carolina): The subject fuel container in this action contained MAPP fuel. It was allegedly manufactured by Western Industries, which was acquired by Worthington Industries, and which had been producing them for BernzOmatic. Mr. Lofton was using the cylinder on vehicle repairs when the cylinder spontaneously failed in the region of the main valve housing (the area disclosed by Bernzomatic under the fracture groove definition quoted above), causing him severe burn injuries.
6. Tatum v. Worthington, et al., 7:17-cv-00065 (South Carolina): The subject fuel container in this action contained propane fuel. Mr. Louise Tatum had attached the fuel cylinder to a product called an "insect fogger." Mr. Tatum pressed the fogger's ignition button, and the cylinder exploded and burst into flames, causing him severe burn injuries.

Dated: December 11, 2017

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**BEFORE THE
UNITED STATES JUDICIAL PANEL ON
MULTIDISTRICT LITIGATION**

In re: Bernzomatic and Worthington Branded
Torch Products Liability Litigation

MDL No. _____

Proof of Service

I hereby certify that a copy of the foregoing Motion, Brief, Schedule of Actions and this Certificate of Service was served by First Class Mail on December 9, 2017, to the following:

<u>Peralta v. Bernzomatic, 17-cv-3195 (Movant)</u> Clerk, District Court of Arizona Sandra Day O'Connor U.S. Courthouse, 401 W. Washington St., Suite 130, SPC 1 Phoenix, AZ 85003-2118	<u>Bailey v. Bernzomatic, 16-cv-7548 (Movant)</u> Clerk, District Court, Northern Dist. Illinois Stanley J. Roszkowski United States Courthouse 327 South Church Street Rockford, IL 61101
<u>Klimek v. Worthington, 15-cv-9373</u> Clerk, District Court, Northern Dist. Illinois Everett McKinley Dirksen United States Courthouse 219 South Dearborn Street Chicago, IL 60604	<u>Marmont v. Bernzomatic, 16-cv-0848</u> Clerk, District Court, Central Dist. California 50 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565
<u>Lofton v. Worthington Industries, 17-cv-1358</u> Clerk, District Court of South Carolina U.S. District Court P.O. Box 835 Charleston, SC 29402	<u>Tatum v. Worthington, 17-cv-00065</u> Clerk, District Court, Middle Dist. Georgia 201 West Broad Avenue Albany, Georgia 31701
<u>Peralta v. Bernzomatic, 17-cv-3195</u> <u>Representing Plaintiff (Movant)</u> East Bay Law Andrew W. Shalaby 7525 Leviston Ave El Cerrito, CA 94530 Tel. 510-551-8500 fax 510-725-4950 email: andrew@eastbaylaw.com	<u>Peralta v. Bernzomatic, 17-cv-3195</u> <u>Representing Plaintiff (Movant)</u> [reserved]

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed December 11, 2017, at El Cerrito, California.

s/Andrew W. Shalaby
 Andrew W. Shalaby