

LAW OFFICES OF ROBERT A. STUTMAN, P.C.

By: Michael J. Hopkins, Esquire

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Counsel for Plaintiff
Wade Wessner

Wade Wessner)	
30 Wessner Lane)	
Auburn, Pennsylvania 17922)	COURT OF COMMON PLEAS
Plaintiff)	PHILADELPHIA COUNTY
v.)	
Irwin Industrial Tool Company)	JUNE TERM, 2010
8935 Northpoint)	
Executive Drive)	NO.
Huntersville, NC 28078)	
and)	CIVIL ACTION – LAW
BernzoMatic)	
1 Bernzomatic Drive)	JURY TRIAL DEMANDED
Medina, New York 14103)	
and)	
Worthington Industries, Inc.)	
200 Old Wilson Bridge Road)	
Columbus, OH 43085)	
and)	
Worthington Cylinders)	
200 Old Wilson Bridge Road)	
Columbus, OH 43085)	

COMPLAINT

Parties

1. Plaintiff, Wade Wessner, is an adult individual residing at 30 Wessner Lane, Auburn, Pennsylvania, 17922.
2. Defendant, Irwin Industrial Tool Company, ("Irwin") is a Delaware Corporation with its principal place of business located at 8935 Northpoint Executive Drive, Huntersville, NC 28078, and at all times relevant herein designed, assembled, sold, manufactured, supplied and/or

distributed the torch and MAPP gas cylinder involved in Plaintiff's accident and has engaged in substantial, continuous, regular and systematic business in the City and County of Philadelphia, Commonwealth of Pennsylvania.

3. It is believed that Irwin is the parent corporation of Defendant, BernzoMatic.

4. Defendant, Bernzomatic, is a New York corporation with its principal place of business located at 1 Bernzomatic Drive, Medina, NY 14103, and at all times relevant herein, designed, assembled, sold, manufactured, supplied and/or distributed the torch and MAPP gas cylinder involved in Plaintiff's accident, and has engaged in substantial, continuous, regular and systematic business in the City and County of Philadelphia, Commonwealth of Pennsylvania.

5. Defendant, Worthington Industries, Inc., is a corporation organized and existing under and by virtue of the laws of the State of Ohio with its principal place of business located at 200 Old Wilson Bridge Road, Columbus, OH 43085 and at all times relevant herein designed, assembled, sold, manufactured, supplied or delivered the MAPP gas cylinder involved in Plaintiff's accident and has engaged in substantial, continuous, regular and systematic business in the City and County of Philadelphia, Commonwealth of Pennsylvania.

6. It is believed that Worthington Industries, Inc. is the parent corporation of Defendant, Worthington Cylinders.

7. Defendant, Worthington Cylinders, is an Ohio Corporation with its principal place of business located at 200 Old Wilson Bridge Road, Columbus, OH 43085 and at all times relevant herein designed, assembled, sold, manufactured, supplied or delivered the MAPP gas cylinder involved in Plaintiff's accident and has engaged in substantial and continuous, regular and systematic business in the City and County of Philadelphia, Commonwealth of Pennsylvania.

Factual Background

8. Prior to October 6, 2008, Plaintiff's employer, Remco, Inc., purchased the torch and MAPP gas cylinder involved in the Plaintiff's accident for use by its employees including the plaintiff.

9. On or about October 6, 2008, Plaintiff was utilizing the torch and/or MAPP gas cylinder in connection with his job duties.

10. The torch that plaintiff was using on the date of his burn injuries was a Bernzomatic TS4000 (hereinafter referred to as "torch").

11. The gas cylinder attached to the torch was a 16 ounce Bernzomatic MAPP gas cylinder bearing the imprint W12D18E on the bottom of the cylinder (hereinafter referred to as "cylinder").

12. Worthington Industries and Worthington Cylinders (hereinafter collectively referred to as "Worthington") manufactured the cylinder for sale under the Bernzomatic name.

13. The Plaintiff was using the torch and cylinder while performing repairs to a deli slicer at the Shop-Rite located at 6301 Oxford Avenue, Philadelphia, Pennsylvania.

14. On October 6, 2008, while the Plaintiff was performing his job duties at the location described above, the torch and cylinder fell and ruptured causing significant and permanent burn injuries to the plaintiff.

COUNT I

PLAINTIFF v. IRWIN INDUSTRIAL TOOL COMPANY AND BERNZOMATIC

STRICT PRODUCT LIABILITY

15. Plaintiff incorporates herein by reference all preceding paragraphs of this Complaint the same as if set forth hereinafter.

16. Plaintiff avers that Defendants, Irwin and Bernzomatic, by and through their agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors are strictly liable under §402A of the Restatement of the Law of Torts (2d) because:

- a. Defendants are engaged in the business of designing, manufacturing, assembling, distributing, selling and/or supplying torches and gas cylinders;
- b. The torch and gas cylinder involved in Plaintiff's accident was marketed and placed into the general stream commerce by the Defendants;
- c. Said torch and cylinder was expected to, and did reach users, including the Plaintiff, without substantial change in the condition in which it was designed, manufactured, assembled, distributed, and/or sold; and
- d. Said torch and gas cylinder was designed, manufactured, assembled, distributed and/or sold in a defective condition for the reasons set forth in the paragraph below.

17. Plaintiff avers that the Defendants, Irwin and Bernzomatic, by and through their agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors are strictly liable under §402A of the Restatement of the Law of Torts (2d) by:

- a. Designing, assembling, manufacturing, selling, supplying and distributing a product in a defective condition;
- b. Designing, assembling, manufacturing, selling, supplying and distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- c. Designing, assembling, manufacturing, selling, supplying and distributing a product that was not safe for all of its intended and represented purposes;
- d. Failing to have adequate warnings on the product;
- e. Failing to provide adequate warnings to the ultimate users of the product;
- f. Designing, assembling, manufacturing, selling, supplying and distributing a product that lack all necessary safety features to protect users of said product;
- g. Failing to either know of prior accidents and injuries with the product and/or failing to correct and prevent the same accidents and injuries from recurring;
- h. Designing, assembling, manufacturing, selling, supplying and distributing a product with parts/components that could cause serious injuries;
- i. Designing, assembling, manufacturing, selling, supplying and distributing a product that could accommodate components that were unsafe;
- j. Failing to adequately and properly test the product after its design and/or assembly;
- k. Failing to investigate, retain, and analyze prior accident information;

- l. Failing to insure that ultimate users were advised of the dangers of said product and knew how to use the product safely to avoid injuries;
- m. Designing, assembling, manufacturing, selling, supplying and distributing a torch and cylinder that could rupture during their intended use;
- n. Designing, assembling, manufacturing, selling, supplying and distributing a torch and cylinder which was not "drop safe";
- o. Failing to properly instruct the users of the product that it was not "drop safe";
- p. Failing to identify defects in the cylinder after it was manufactured;
- q. Designing, manufacturing, assembling, selling a cylinder with a neck that was capable of fracturing before the fracture groove of the torch could function as designed;
- r. Failing to manufacture the cylinder in accordance with the design specifications;
- s. Failing to ensure that the different parts of the cylinder were properly fused together;
- t. Designing, manufacturing, assembling and selling a cylinder that failed to properly incorporate the neck and valve assembly; and
- u. Heat treating the product to the point where it became brittle;
- v. Failing to properly braze the cylinder and its component parts; and
- w. By conducting themselves as aforesaid, the Defendants' actions and/or inactions were substantial factors and increased the risk of harm to the Plaintiff.

18. By reason of the breach of the duties of §402A of the Restatement of the Law of Torts(2d) of Defendants, Irwin and Bernzomatic, by and through their agents, servants, workman, contractors, suppliers, distributors and/or employees as aforesaid, Plaintiff, Wade Wessner, was caused to sustain severe and traumatic personally injuries including second and third degree burns; he suffered infections of his burn sites; he endured inpatient hospitalization from October 8, 2008 until October 12, 2008; he underwent surgical skin grafting; he endured multiple excruciating skin debridement to remove dead skin; he incurred medical expenses in excess of \$82,000.00; he suffered scarring and disfigurement; he has in the past required and may in the future continue to require medicines, medical aide, medical care, medical treatment and rehabilitations; he has in the past suffered and may in the future continue to suffer agonizing aches, pains, suffering and mental anguish; he has in the past and may in future continue to be prevented from performing his usual duties, occupation and avocations, all to his great loss of detriment; he has sustained a loss of earnings and a loss future earning capacity; and he has suffered embarrassment and humiliation as a result of the permanent scarring on his body.

WHEREFORE, Plaintiff, Wade Wessner, demands that judgment be entered against Defendants, Irwin and Bernzomatic, in a sum in excess of \$75,000.00 in damages, exclusive of interests, costs, damages pursuant to Pa. R.C.P. 238 and attorney's fees and brings this action to recover the same.

COUNT II

WADE WESSNER v. IRWIN AND BERNZOMATIC

NEGLIGENCE

19. Plaintiff incorporates herein by reference all preceding paragraphs of this Complaint the same as if fully set forth hereinafter.

20. Plaintiff avers that the Defendants, Irwin and Bernzomatic, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors were careless, negligent and gross negligent by:

- a. Designing, assembling, manufacturing, selling, supplying and distributing a product in a defective condition;
- b. Designing, assembling, manufacturing, selling, supplying and distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- c. Designing, assembling, manufacturing, selling, supplying and distributing a product that was not safe for all of its intended and represented purposes;
- d. Failing to have adequate warnings on the product;
- e. Failing to provide adequate warnings to the ultimate users of the product;
- f. Designing, assembling, manufacturing, selling, supplying and distributing a product that lack all necessary safety features to protect users of said product;
- g. Failing to either know of prior accidents and injuries with the product and/or failing to correct and prevent the same accidents and injuries from recurring;

- h. Designing, assembling, manufacturing, selling, supplying and distributing a product with parts/components that could cause serious injuries;
- i. Designing, assembling, manufacturing, selling, supplying and distributing a product that could accommodate components that were unsafe;
- j. Failing to adequately and properly test the product after its design and/or assembly;
- k. Failing to investigate, retain, and analyze prior accident information;
- l. Failing to insure that ultimate users were advised of the dangers of said product and knew how to use the product safely to avoid injuries;
- m. Designing, assembling, manufacturing, selling, supplying and distributing a torch and cylinder gas tank that could rupture during its intended use;
- n. Designing, assembling, manufacturing, selling, supplying and distributing a torch and cylinder gas tank which was not "drop safe";
- o. Failing to properly instruct the users of the product that it was not "drop safe";
- p. Failing to identify defects in the cylinder after it was manufactured;
- q. Designing, manufacturing, assembling, selling a cylinder with a neck that was capable of fracturing before the fracture groove of the torch could function as designed;
- r. Failing to manufacture the cylinder in accordance with the design specifications;
- s. Failing to ensure that the different parts of the cylinder were properly fused together;

- t. Designing, manufacturing, assembling and selling a cylinder that failed to properly incorporate the neck and valve assembly;
- u. Heat treating the cylinder to the point where the metal became brittle;
- v. Failing to properly braze the cylinder and its component parts; and
- w. By conducting themselves as aforesaid, the Defendants' actions and/or inactions were substantial factors and increased the risk of harm to the Plaintiff.

21. By reason of the carelessness and negligence of Defendants, Irwin and Bernzomatic, as aforesaid, Plaintiff, Wade Wessner, was caused to suffer the serious and permanent personal injuries more fully set forth above.

WHEREFORE, Plaintiff, Wade Wessner, demands that judgment be entered against Defendants, Irwin and Bernzomatic, in a sum in excess of \$75,000.00 in damages, exclusive of interests, costs, damages pursuant to Pa. R.C.P. 238 and attorney's fees and brings this action to recover the same.

COUNT III

WADE WESSNER v. WORTHINGTON AND WORTHINGTON

STRICT LIABILITY

22. Plaintiff incorporates herein by reference all preceding paragraphs of this Complaint the same as if fully set forth hereinafter.

23. Plaintiff avers that Defendants, Worthington, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors are strictly liable under §402A of the Restatement of the Law of Torts (2d) because:

- a. Defendants are engaged in the business of designing, manufacturing, assembling, distributing, selling and/or supplying gas cylinders;
- b. The gas cylinder involved in Plaintiff's accident was marketed and placed into the general stream commerce by the Defendants;
- c. The gas cylinder was expected to, and did reach users, including the Plaintiff, without substantial change in the condition in which it was designed, manufactured, assembled, distributed, and/or sold; and
- d. Said gas cylinder was designed, manufactured, assembled, distributed and/or sold in a defective condition for the reasons set forth in the paragraph below.

24. Plaintiff avers that the Defendants, Worthington, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors are strictly liable under §402A of the Restatement of the Law of Torts (2d) by:

- a. Designing, assembling, manufacturing, selling, supplying and distributing a product in a defective condition;
- b. Designing, assembling, manufacturing, selling, supplying and distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- c. Designing, assembling, manufacturing, selling, supplying and distributing a product that was not safe for all of its intended and represented purposes;
- d. Failing to have adequate warnings on the product;

- e. Failing to provide adequate warnings to the ultimate users of the product;
- f. Designing, assembling, manufacturing, selling, supplying and distributing a product that lack all necessary safety features to protect users of said product;
- g. Failing to either know of prior accidents and injuries with the product and/or failing to correct and prevent the same accidents and injuries from recurring;
- h. Designing, assembling, manufacturing, selling, supplying and distributing a product with parts/components that could cause serious injuries;
- i. Designing, assembling, manufacturing, selling, supplying and distributing a product that could accommodate components that were unsafe;
- j. Failing to adequately and properly test the product after its design and/or assembly;
- k. Failing to investigate, retain, and analyze prior accident information;
- l. Failing to insure that ultimate users were advised of the dangers of said product and knew how to use the product safely to avoid injuries;
- m. Designing, assembling, manufacturing, selling, supplying and distributing a gas cylinder that could rupture during their intended use;
- n. Designing, assembling, manufacturing, selling, supplying and distributing a gas cylinder which was not "drop safe";
- o. Failing to properly instruct the users of the product that it was not "drop safe";
- p. Failing to identify defects in the cylinder after it was manufactured;

- q. Designing, manufacturing, assembling, selling a cylinder with a neck that was capable of fracturing before the fracture groove of the torch could function as designed;
- r. Failing to manufacture the cylinder in accordance with the design specifications;
- s. Failing to ensure that the different parts of the cylinder were properly fused together;
- t. Designing, manufacturing, assembling and selling a cylinder that failed to properly incorporate the neck and valve assembly;
- u. Heat treating the product to the point where it became brittle; and
- v. Failing to properly braze the cylinder and its component parts together.

25. By reason of the breach of the duties of §402A of the Restatement of the Law of Torts(2d) of Defendants, Worthington, by and through their separate and respective agents, servants, workman, contractors, suppliers, distributors and/or employees as aforesaid, suffered the serious and permanent personal injuries more fully set forth above.

WHEREFORE, Plaintiff, Wade Wessner, prays that judgment be entered against Defendants, Worthington, in a sum in excess of \$75,000.00 in damages, exclusive of interests, costs, damages pursuant to Pa. R.C.P. 238 and attorney's fees and brings this action to recover the same.

COUNT IV

WESSNER V. WORTHINGTON AND WORTHINGTON

NEGLIGENCE

26. Plaintiff incorporates herein by reference all preceding paragraphs of this Complaint the same as if fully set forth hereinafter.

27. Plaintiff avers that the Defendants, Worthington, by and through their separate and respective agents, servants, workers, contractors, designers, assemblers, manufacturers, sellers, suppliers and distributors were careless and negligent:

- a. Designing, assembling, manufacturing, selling, supplying and distributing a product in a defective condition;
- b. Designing, assembling, manufacturing, selling, supplying and distributing a product that was unreasonably dangerous to its intended and foreseeable users;
- c. Designing, assembling, manufacturing, selling, supplying and distributing a product that was not safe for all of its intended and represented purposes;
- d. Failing to have adequate warnings on the product;
- e. Failing to provide adequate warnings to the ultimate users of the product;
- f. Designing, assembling, manufacturing, selling, supplying and distributing a product that lack all necessary safety features to protect users of said product;
- g. Failing to either know of prior accidents and injuries with the product and/or failing to correct and prevent the same accidents and injuries from recurring;

- h. Designing, assembling, manufacturing, selling, supplying and distributing a product with parts/components that could cause serious injuries;
- i. Designing, assembling, manufacturing, selling, supplying and distributing a product that could accommodate components that were unsafe;
- j. Failing to adequately and properly test the product after its design and/or assembly;
- k. Failing to investigate, retain, and analyze prior accident information;
- l. Failing to insure that ultimate users were advised of the dangers of said product and knew how to use the product safely to avoid injuries;
- m. Designing, assembling, manufacturing, selling, supplying and distributing a gas cylinder that could rupture during their intended use;
- n. Designing, assembling, manufacturing, selling, supplying and distributing a gas cylinder which was not "drop safe";
- o. Failing to properly instruct the users of the product that it was not "drop safe";
- p. Failing to identify defects in the cylinder after it was manufactured;
- q. Designing, manufacturing, assembling, selling a cylinder with a neck that was capable of fracturing before the fracture groove of the torch could function as designed;
- r. Failing to manufacture the cylinder in accordance with the design specifications;
- s. Failing to ensure that the different parts of the cylinder were properly fused together;

- t. Designing, manufacturing, assembling and selling a cylinder that failed to properly incorporate the neck and valve assembly;
- u. Heat treating the product to the point where it became brittle; and
- v. Failing to properly braze the cylinder and its components.

28. By reason of the carelessness and negligence of Defendants, Worthington, as aforesaid, Plaintiff, Wade Wessner, suffered the serious and permanent personal injuries more fully set forth above.

WHEREFORE, Plaintiff, Wade Wessner, prays that judgment be entered against Defendants, Irwin and Bernzomatic, in a sum in excess of \$75,000.00 in damages, exclusive of interests, costs, damages pursuant to Pa. R.C.P. 238 and attorney's fees and brings this action to recover the same.

LAW OFFICES OF ROBERT A. STUTMAN, P.C.

By


MICHAEL J. HOPKINS
Attorney ID. No. 88080
Counsel for Plaintiff
501 Office Center Drive, Suite 300
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Phone: (215) 283-1177
Fax: (215) 283-1188
Email: hopkinsm@stutmanlaw.com

DATED: 6/17/10

EXHIBIT “B”

GIBBONS P.C.

By: Madeline M. Sherry, Esquire and Stephen J. Finley, Esquire
Attorney I.D. Nos. 31549 and 200890
1700 Two Logan Square
18th and Arch Streets
Philadelphia, PA 19103
(215) 446-6201 and (215) 446-6265
msherry@gibbonslaw.com
sfinley@gibbonslaw.com

Filed and Attested by
PROTHONOTARY
12 JUL 2010 12:26 pm

Attorneys for Defendant
Bernzomatic, an unincorporated
division of Irwin Industrial Tool
Company

WADE WESSNER,
Plaintiff

v.

IRWIN INDUSTRIAL TOOL COMPANY,
BERNZOMATIC, WORTHINGTON
INDUSTRIES, INC. and WORTHINGTON
CYLINDERS,

Defendants.

COURT OF COMMON PLEAS OF
PHILADELPHIA COUNTY

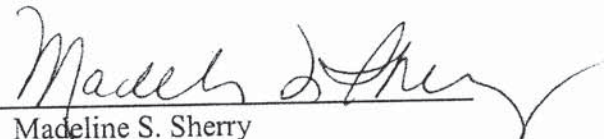
JUNE TERM, 2010
NO. 01701

TO THE PROTHONOTARY:

Please enter the appearance of Madeline M. Sherry and Stephen J. Finley on behalf of Defendant Bernzomatic, an unincorporated division of Irwin Industrial Tool Company (incorrectly named as Irwin Industrial Tool Company and Bernzomatic) in the above-captioned matter.

GIBBONS P.C.

BY:



Madeline S. Sherry
Stephen J. Finley
Attorneys for Defendant
Bernzomatic, an unincorporated division of
Irwin Industrial Tool Company

DATED: July 12, 2010

CERTIFICATE OF SERVICE

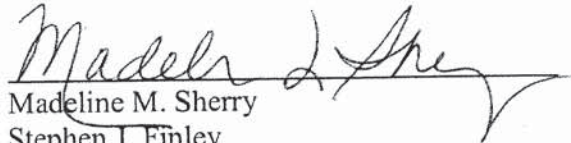
I, Madeline S. Sherry, Esquire, hereby certify that an Entry of Appearance has been electronically filed and served on the following counsel via U.S. First Class Mail, Postage Prepaid, on the 12th day of July, 2010.

Michael J. Hopkins, Esquire
Law Offices of Robert A. Stutman, P.C.
501 Office Center Drive, suite 300
Ft. Washington, PA 19034

Worthington Industries, Inc.
200 Old Wilson Bridge Road
Columbus, OH 43085

Worthington Cylinders
200 Old Wilson Bridge Road
Columbus, OH 43085

GIBBONS P.C.

A handwritten signature in dark ink, appearing to read "Madeline M. Sherry", is written over a horizontal line.

Madeline M. Sherry
Stephen J. Finley
Attorney for Defendant
Bernzomatic, an unincorporated division of
Irwin Industrial Tool Company

Civil Docket Report

Case Description

Case ID: 100601701
Case Caption: WESSNER VS IRWIN INDUSTRIAL TOOL COMPANY ETAL
Filing Date: Thursday , June 17th, 2010
Court: JC - MAJOR JURY-COMPLEX
Location: CH - City Hall
Jury: J - JURY
Case Type: 2P - PRODUCT LIABILITY
Status: CLWCM - WAITING TO LIST CASE MGMT CONF

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case Parties

Seq #	Assoc	Expn Date	Type	ID	Name
1			ATTORNEY FOR PLAINTIFF	A88080	HOPKINS ESQ, MICHAEL J
Address:	501 OFFICE CENTER DRIVE SUITE 300 FORT WASHINGTON PA 19034 (215)283-1177		Aliases:	none	
2	1		PLAINTIFF	@6634661	WESSNER, WADE
Address:	30 WESSNER LANE AUBURN PA 17922		Aliases:	none	
3	8		DEFENDANT	@6634662	IRWIN INDUSTRIAL TOOL COMPANY
Address:	8935 NORTHPOINT EXECUTIVE DRIVE HUNTERSVILLE NC 28078		Aliases:	none	
4	8		DEFENDANT	@6634663	BERNZOMATIC

Address:	1 BERNZOMATIC DRIVE MEDINA NY 14103	Aliases:	none		
5		DEFENDANT	@6634664	WORTHINGTON INDUSTRIES, INC.	
Address:	200 OLD WILSON BRIDGE ROAD COLUMBUS OH 43085	Aliases:	none		
6		DEFENDANT	@6634665	WORTHINGTON CYLINDERS	
Address:	200 OLD WILSON BRIDGE ROAD COLUMBUS OH 43085	Aliases:	none		
7		TEAM LEADER	J359	TERESHKO, ALLAN L	
Address:	231 CITY HALL PHILADELPHIA PA 19107 (215)686-7324	Aliases:	none		
8		ATTORNEY FOR DEFENDANT	A31549	SHERRY, MADELINE M	
Address:	GIBBONS PC 1700 TWO LOGAN SQ 18TH & ARCH ST PHILADELPHIA PA 19103 (215)446-6201	Aliases:	none		
9	8	ATTORNEY FOR DEFENDANT	A200890	FINLEY JR., STEPHEN J	
Address:	1700 TWO LOGAN SQUARE PHILADELPHIA PA 19103 (215)446-6265	Aliases:	none		

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount	Approval/Entry Date

17-JUN-2010 11:44 AM	ACTIV - ACTIVE CASE			17-JUN-2010 11:53 AM
Docket Entry:	E-Filing Number: 1006029086			
17-JUN-2010 11:44 AM	CIVIJ - COMMENCEMENT CIVIL ACTION JURY	HOPKINS ESQ, MICHAEL J		17-JUN-2010 11:53 AM
Docket Entry:	<i>none.</i>			
17-JUN-2010 11:44 AM	CMPLT - COMPLAINT FILED NOTICE GIVEN	HOPKINS ESQ, MICHAEL J		17-JUN-2010 11:53 AM
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.			
17-JUN-2010 11:44 AM	SSCG4 - SHERIFF'S SURCHARGE 4 DEFTS	HOPKINS ESQ, MICHAEL J		17-JUN-2010 11:53 AM
Docket Entry:	<i>none.</i>			
17-JUN-2010 11:44 AM	JURYT - JURY TRIAL PERFECTED	HOPKINS ESQ, MICHAEL J		17-JUN-2010 11:53 AM
Docket Entry:	12 JURORS REQUESTED.			
17-JUN-2010 11:44 AM	CLWCM - WAITING TO LIST CASE MGMT CONF	HOPKINS ESQ, MICHAEL J		17-JUN-2010 11:53 AM
Docket Entry:	<i>none.</i>			
30-JUN-2010 10:01 AM	AFDVT - AFFIDAVIT OF SERVICE FILED	HOPKINS ESQ, MICHAEL J		30-JUN-2010 10:01 AM
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON WORTHINGTON INDUSTRIES, INC., WORTHINGTON CYLINDERS, IRWIN INDUSTRIAL TOOL COMPANY AND BERNZOMATIC BY CERTIFIED MAIL ON 06/25/2010 FILED. (FILED ON BEHALF OF WADE WESSNER)			
12-JUL-2010 12:26 PM	ENAPP - ENTRY OF APPEARANCE FILED	SHERRY, MADELINE M		12-JUL-2010 01:21 PM
Docket	ENTRY OF APPEARANCE OF MADELINE M SHERRY AND STEPHEN J FINLEY FILED. (FILED ON BEHALF OF BERNZOMATIC AND IRWIN INDUSTRIAL TOOL			

Entry: COMPANY)

EXHIBIT “C”

SWEENEY & SHEEHAN

By: J. Michael Kunsch, Esquire
Identification No. 61922
1515 Market Street
19th Floor
Philadelphia, PA 19102
Phone: 215-563-9811
Facsimile: 215-557-0999


Attorneys for Defendants
Worthington Industries, Inc. and
Worthington Cylinder Corporation
t/a Worthington Cylinders

WADE WESSNER,	:	COURT OF COMMON PLEAS OF
Plaintiff	:	PHILADELPHIA COUNTY
	:	
v.	:	JUNE TERM, 2010
	:	NO. 01701
IRWIN INDUSTRIAL TOOL COMPANY,	:	
BERNZOMATIC, WORTHINGTON	:	
INDUSTRIES, INC. and WORTHINGTON	:	
CYLINDERS,	:	
Defendants.	:	

CONSENT FOR REMOVAL

I, J. Michael Kunsch, Esquire, hereby state that I am counsel for Defendants, Worthington Industries, Inc. and Worthington Cylinder Corporation t/a Worthington Cylinders (hereinafter collectively referred to as "Worthington") and have full authority to act on Worthington's behalf in connection with this matter. Worthington Industries, Inc. and Worthington Cylinder Corporation t/a Worthington Cylinders are incorporated under the laws of the State of Ohio and have their principal places of business in the State of Ohio. Worthington hereby consents to the removal of this case from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

SWEENEY & SHEEHAN

BY: 
J. Michael Kunsch
Attorney for Defendants
Worthington Industries, Inc. and
Worthington Cylinder Corporation t/a
Worthington Cylinders

DATED: July 14, 2010