

PARTIES

1. Greif is a Delaware corporation with its principle place of business located in Delaware, Ohio.
2. On information and belief, Defendant Advanced Waste is an Illinois corporation with its principle place of business in Rockford, Illinois.
3. On information and belief, Defendant AMS is an Illinois corporation with its principle place of business in Hoffman Estates, Illinois.

FACTS COMMON TO ALL COUNTS

4. Greif manufactures packaging systems, including 55 gallon steel drums that are commonly used in industrial and commercial settings.
5. Greif has a manufacturing plant located at 4300 W. 130th Street in Alsip, Illinois, which produces, among other things, steel drums for a variety of Greif customers in the Midwest.
6. During the manufacturing process, the steel drums are sprayed with paint, and then sent on a conveyor belt into a drying oven that is several hundred feet in length.
7. The Alsip plant drying oven uses natural gas burners in conjunction with electric fans to move heated air around the drums as they pass through the drying oven.
8. The air from the drying process is exhausted from the oven in overhead ducts and treated in an oxidizer/pollution control unit.
9. The paint drying process inside the oven results in the ejection of wet paint particles from the drums that can adhere to the interior walls of the oven and the exhaust ducts.
10. The adhered paint residue on the walls of the drying oven contains volatile organic compounds that are flammable and combustible.

11. During the spring of 2007, Greif gathered bids from contractors to clean the paint residue from the inside surfaces of the Alsip drying oven walls.

12. During the bidding process, Greif specifically discussed with AMS and Advanced Waste the importance of capturing, removing, and disposing of the paint particles and debris that would be created when the paint residue was scraped from the walls of the oven.

13. AMS and Advanced Waste assured Greif that the paint particles and debris created by the scraping and cleaning would be properly captured, removed, and disposed of if Greif hired AMS and Advanced Waste to perform the cleaning work.

14. On or about August 8, 2007, Greif entered into a written contract with AMS and Advanced Waste to clean the paint residue from the interior walls of the drying oven. A copy of the parties' contract is attached hereto as Exhibit 1.

15. The specific representation by AMS and Advanced Waste, that the paint particles and debris created by the scraping and cleaning would be properly captured, removed, and disposed of, was a material term of the contract among the parties, on which Greif relied.

16. On or about Saturday, August 11, 2007, AMS and Advanced Waste sent a cleaning crew to the Alsip plant to clean the oven.

17. At the conclusion of their work, the AMS and Advanced Waste cleaning crew represented to Greif that the contracted cleaning work was complete.

18. Unbeknownst to Greif, the AMS and Advanced Waste cleaning crew did not properly capture and remove the paint particles and debris that were created during the oven cleaning process.

19. Unbeknownst to Greif, AMS and Advanced Waste had left inside the oven a significant quantity of loose paint particles and debris from the oven cleaning process.

20. On Monday morning, August 13, 2007, Greif put the oven back into service to dry the paint on steel drums as production resumed at the Alsip plant.

21. After starting the ovens on the morning of August 13, 2007, the loose paint particles improperly left in the oven by AMS and Advanced Waste mixed with the moving air inside the oven and was ignited by the flame burners of the oven, causing a catastrophic fire to occur inside the drying oven.

22. The fire caused by the ignited paint particles caused significant damage to the drying oven.

23. The fire quickly spread to the exhaust ducting of the plant, causing additional fire and heat damage to the roof and related venting equipment.

24. The August 13, 2007 fire interrupted Greif's steel drum production and caused consequential and incidental damages to Greif's business.

25. Greif has suffered damages in excess of \$1,651,780 as a direct and proximate result of the August 13, 2007 fire.

26. Greif has demanded reimbursement from AMS and Advanced Waste for the damages caused by the fire, but AMS and Advanced Waste have rejected Greif's demand for reimbursement.

COUNT I
BREACH OF CONTRACT

27. Greif incorporates by reference all of the allegations in the foregoing paragraphs as though fully stated herein.

28. At all relevant times, AMS and Advanced Waste were under contractual and common law duties to safely and properly execute the cleaning work on the Alsip paint drying oven.

29. AMS and Advanced Waste, their agents, and/or employees, breached their contractual and common law duties by one or more of the following acts or omissions:

a. Failed to properly clean Greif's drying oven in accordance with their contractual and common law obligations;

b. Failed to properly advise, inform and warn Greif of the unsafe and vulnerable status of the drying oven at the conclusion of their cleaning work;

c. Failed to meet their warranty obligations to Greif by failing to perform their services in a good and workmanlike manner in accordance with the highest industry standards; and

d. AMS and Advanced Waste were otherwise careless in the performance of their contractual duties.

30. As a direct and proximate result of the breaches by AMS and Advanced Waste, the August 13, 2007 fire occurred, causing Greif to suffer damages in excess of \$1,651,780.

COUNT II
NEGLIGENCE

31. Greif incorporates by reference all of the allegations in the foregoing paragraphs as though fully stated herein.

32. At all relevant times, AMS and Advanced Waste were under a common law duty to exercise reasonable care while cleaning the Alsip drying oven.

33. AMS and Advanced Waste, their agents, and/or employees, breached their duties by one or more of the following negligent acts or omissions:

- a. Failed to properly clean Greif's drying oven in accordance with their common law obligations;
- b. Failed to properly advise, inform and warn Greif of the unsafe and vulnerable status of the drying oven at the conclusion of their cleaning work; and
- c. AMS and Advanced Waste were otherwise negligent in the performance of their duties.

34. As a direct and proximate result of the negligence by AMS and Advanced Waste, the August 13, 2007 fire occurred, causing Greif to suffer damages in excess of \$1,651,780.

WHEREFORE, based on the allegations above, Greif prays for the adjudication of the controversy and for judgment against the Defendants, as follows:

- (a) That Greif be awarded sums, in an amount to be proven at trial, which compensate and reimburse Greif for damages incurred and amounts expended as a result of the August 13, 2007 fire.
- (b) That Greif be awarded further special, general and consequential damages as against the Defendants in an amount to be proven at trial.
- (c) That Greif be awarded all costs of suit, including reasonable attorney's fees, if warranted.
- (d) That Greif be awarded pre-judgment and post-judgment interest.
- (e) That Greif be awarded such other and further relief deemed just and equitable by the Court.

REQUEST FOR TRIAL BY JURY

Plaintiff respectfully requests that this case be tried by jury.

Dated: August 12, 2009



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