

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE**

In Re

**MONTREAL, MAINE & ATLANTIC
RAILWAY, LTD.**

**Chapter 11
Case No. 13-10670**

Debtor

MOTION FOR RELIEF FROM STAY

Now comes The Estate of Jefferson Troester (“Estate of Troester”), pursuant to 11 U.S.C. §361(d) and Rule 4001 of the Federal Rules of Bankruptcy Procedure, and moves this Court for an Order relieving Movant from the stay imposed by 11 U.S.C. §362(a), for the reasons set forth herein.

JURISDICTION AND STATUTORY BASIS

1. On August 7, 2013, Montreal Maine & Atlantic Railway, Ltd. (“Debtor”) commenced a case under Chapter 11 of Title 11 of the United States Bankruptcy Code.
2. On August 21, 2013, the United States Trustee appointed Robert J. Keach (the “Trustee”) as the chapter 11 trustee in the Debtor’s case pursuant to 11 U.S.C. § 1163.
3. Movant seeks relief from the automatic stay pursuant to 11 U.S.C. §361(d).
4. This Court has jurisdiction of this motion pursuant to the provisions of Title 28 U.S.C. Sections 1334 and 157 and 11 U.S.C. Section 362(d).

FACTS AND BASIS FOR RELIEF

5. Movant is a creditor of the Debtor on account of a tort claim arising from an accident resulting in the death of Mr. Troester. Specifically, Mr. Troester was killed by a falling

bulk paper roll upon opening a boxcar door to unload a boxcar owned by Debtor. A copy of Movant's prepetition complaint against Debtor in Sarah Troester, as Administratrix of The Estate of Jefferson Troester v. Philadelphia Media Network, et al., filed in the Court of Common Pleas of Philadelphia County, Pennsylvania, Docket No. 1722, (the "Lawsuit") is attached hereto as **Exhibit A**.

6. The Debtor has insurance coverage for the claim, including coverage for defense. A copy of the relevant insurance declarations page is attached hereto as **Exhibit B**.

7. Movant seeks relief from the automatic stay for the purposes of: (1) litigating the claim to a final judgment or settlement; (2) pursuing collection of any judgment from Debtor's insurer; and (3) establishing the amount, if any, of Movant's claim in the bankruptcy case. Movant does not seek to collect directly from the Debtor.

8. Bankruptcy courts consistently grant relief from stay to tort claimants to allow continuation of a pending lawsuit where: (1) there will be no great prejudice to the debtor; (2) the harm to the claimant by not granting the relief outweighs any harm to the debtor; and (3) the claimant has a probability of prevailing on the merits of his case. In re Haines, 309 B.R. 668, 674 (Bankr. D. Mass. 2004) (setting out three part test); In re Fernstrom Storage & Van Co., 938 F.2d 731, 735 (7th Cir. Ill. 1991); In re Bock Laundry Machine Co., 37 B.R. 564, 567 (Bankr. N.D. Ohio 1984) ("The automatic stay was never intended to preclude a determination of tort liability and the attendant damages. It was merely intended to prevent a prejudicial dissipation of a debtor's assets."); In re Fowler, 259 B.R. 856, 860 (Bankr. E.D. Tex. 2001).

9. There will be little or no harm to the Debtor in granting relief from stay to Movant due to the existence of insurance coverage. On the other hand, Movant will experience severe hardship in the absence of relief from stay. Debtor is one of the primary defendants in the

Lawsuit, and Movant will be unable to move forward effectively without authority to establish Debtor's liability.

10. The facts set forth in the Lawsuit establish a strong possibility that Movant will succeed on the merits of the claim.

11. Title 11 U.S.C. §524(e) provides that the discharge of a debt of the debtor does not affect the liability of any other entity on, or the property of any other entity for, such debt.

12. Counsel for Movant has discussed the filing of this Motion with counsel to the Trustee, Michael Fagone, Esq., who does not consent.

WHEREFORE, Movant prays that this Honorable Court:

- a. Issue an order pursuant to Title 11 U.S.C. 362(d) relieving Movant from the automatic stay of 362(a) so as to permit it to pursue its claim for damages against the Debtor but only to the extent of insurance coverage.
- b. Issue an order determining that Bankruptcy Rule 4001(a)(3) is not applicable and that Movant may immediately enforce the Court's Order granting Movant's motion for relief from stay.
- c. Grant such other and further relief as is just and proper.

Dated: October 2, 2013

/s/ Andrew J. Kull
Andrew J. Kull, Attorney for Movant

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85 Exchange St. 4th Fl
Portland, ME 04101-5036
(207) 775-3101 phone
(207) 871-0683 fax

Court of Common Pleas of Philadelphia County
 Trial Division
Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
FEBRUARY 2013 **001722**
 E-Filing Number: 1302028407

PLAINTIFF'S NAME SARAH TROESTER, ALIAS: ESTATE OF JEFFERSON TROESTER		DEFENDANT'S NAME PHILADELPHIA MEDIA NETWORK, LLC	
PLAINTIFF'S ADDRESS 301 WEST HOLLY OAK ROAD WILMINGTON DE 19809		DEFENDANT'S ADDRESS 400 NORTH BROAD STREET PHILADELPHIA PA 19102	
PLAINTIFF'S NAME		DEFENDANT'S NAME PHILADELPHIA NEWSPAPERS, LLC	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 400 NORTH BROAD STREET PHILADELPHIA PA 19102	
PLAINTIFF'S NAME		DEFENDANT'S NAME GREAT NORTHERN PAPER COMPANY, LLC	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 50 MAIN STREET EAST MILNOCKET ME 04430	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 8	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 2P - PRODUCT LIABILITY			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		<div style="text-align: center;"> FILED PRO PROTHY FEB 19 2013 </div>	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>SARAH TROESTER</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY RICHARD M. JUREWICZ		ADDRESS 1835 MARKET ST. SUITE 2710 PHILADELPHIA PA 19103	
PHONE NUMBER (215) 665-6829	FAX NUMBER (215) 564-2262		
SUPREME COURT IDENTIFICATION NO. 39436		E-MAIL ADDRESS rjurewicz@galfandberger.com	
SIGNATURE OF FILING ATTORNEY OR PARTY RICHARD JUREWICZ		DATE SUBMITTED Tuesday, February 19, 2013, 10:02 am	

COMPLETE LIST OF DEFENDANTS:

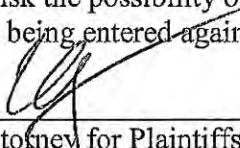
1. ARCELOR-MITTAL RAILWAYS, INC.
ALIAS: UPPER MERION AND PLYMOUTH RAILROAD
1 SOUTH DEARBORN STREET
CHICAGO IL 60603
2. ARCELORMITTAL USA, INC.
1 SOUTH DEARBORN STREET
CHICAGO IL 60603
3. ILLINOIS TOOL WORKS, INC.
ALIAS: ITW SHIPPERS
808 LAKE ROAD
SHERIDAN AK 72150
4. NORFOLK SOUTHERN RAILWAY COMPANY
3 COMMERCE PLACE
NORFOLK VA 23510
5. MONTREAL, MAINE & ATLANTIC RAILWAY, LTD.
15 IRON ROAD
HERMON ME 04401
6. GREAT NORTHERN PAPER COMPANY, LLC
50 MAIN STREET
EAST MILNOCKET ME 04430
7. PHILADELPHIA NEWSPAPERS, LLC
400 NORTH BROAD STREET
PHILADELPHIA PA 19102
8. PHILADELPHIA MEDIA NETWORK, LLC
400 NORTH BROAD STREET
PHILADELPHIA PA 19102

NOTICE TO PLEAD

Filed and Attested by
PROTHONOTARY
19 FEB 2013 10:02 am

TO: All Defendants

You are hereby notified to file a written response to the enclosed Pleading within twenty (20) days from the date of service hereof or risk the possibility of default judgment being entered against you.



 Attorney for Plaintiffs

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 BY: RICHARD M. JUREWICZ, ESQUIRE
 I.D. NO. 39436
 BY: HENRY YAMPOLSKY, ESQUIRE
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hyampolsky@galfandberger.com

ATTORNEYS FOR PLAINTIFF

SARAH TROESTER, as Administratrix of
 The Estate of Jefferson Troester
 301 West Holly Oak Road
 Wilmington, DE 19809
 Plaintiff

COUNTY OF PHILADELPHIA

vs.

NO.

PHILADELPHIA MEDIA NETWORK, LLC
 400 North Broad Street
 Philadelphia, PA 19102
 -and-

PHILADELPHIA NEWSPAPERS, LLC
 400 North Broad Street
 Philadelphia, PA 19102
 -and-

GREAT NORTHERN PAPER COMPANY, LLC
 50 Main Street
 East Milinocket, ME 04430

JURY TRIAL DEMANDED

-and- :
MONTREAL, MAINE & ATLANTIC :
RAILWAY, LTD. :
15 Iron Road :
Hermon, ME 04401 :
-and- :
NORFOLK SOUTHERN RAILWAY COMPANY :
3 Commercial Pl. :
Norfolk, VA 23510 :
-and- :
ILLINOIS TOOL WORKS, INC :
t/d/b/a ITW Shippers :
808 Lake Road :
Sheridan, AK 72150 :
-and- :
ARCELLORMITTAL USA, INC :
1 South Dearborn Street :
Chicago, IL 60603 :
-and- :
ARCELLOR-MITTAL RAILWAYS, INC. :
f/k/a Upper Merion and Plymouth Railroad :
1 South Dearborn Street :
Chicago, IL 60603 :
Defendants :

COMPLAINT – CIVIL ACTION

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by an attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral Service
One Reading Center
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6333

"AVISO"

Le han demandado en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo de la demanda y notificacion para asentar una comparecencia escrita en persona o por su abogado y archivar con la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte puede continuar la demanda en contra suya y puede entrar una decision contra usted sin aviso o notificacion adicional por la cantidad de dinero de la demanda o por cualquier reclamacion hecha por el demandante. Usted puede perder dinero o propiedad u otros derechos importantes para usted.

USTED DEBE DE LLEVAR ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE PARA PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITO ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACION DE ABOGADOS DE FILADELFIA
Servicio De Referencia E Informacion Legal
1101 Market Street, 11th Floor
Filadelfia, Pennsylvania 19107
(215) 238-6333

COMPLAINT-CIVIL ACTION

I. INFORMATION COMMON TO ALL DEFENDANTS

1. Plaintiff Sarah Troester is an adult individual and resident and citizen of the State of Delaware, residing therein at 301 West Holly Oak Road, Wilmington, Delaware 19809.

2. Plaintiff Sarah Troester has been appointed the Administratrix of the Estate of her late husband, Jefferson Troester, by the Register of Wills of New Castle County, Delaware on June 19, 2012.

3. Decedent Jefferson Troester was born on January 11, 1969.

4. The late Jefferson Troester and Plaintiff Sarah Troester were married on October 29, 2009.

5. Decedent Jefferson Troester was fatally injured in a work-related accident on May 18, 2012.

6. Defendant Philadelphia Media Network, LLC (hereinafter "PMN") is a Delaware limited liability company with a principal place of business at 400 North Broad Street, Philadelphia, PA 19103.

7. Defendant Philadelphia Newspapers, LLC (hereinafter "PN") is a Delaware limited liability company a principal place of business at 400 North Broad Street, Philadelphia, PA 19103.

8. At all times material hereto, Defendants PMN, and PN and their respective predecessors were in the business of publishing, printing and distributing newspapers, including the Philadelphia Inquirer and the Philadelphia Daily News.

9. Defendant Great Northern Paper Company, LLC (hereinafter “GNPC”) is believed to be a Delaware limited liability company, with a principal place of business at 50 Main Street, East Millinocket, Maine 04430.

10. At all times material hereto, Defendant GNPC was in the business of manufacturing, selling, distributing, packaging, shipping by rail and supplying paper rolls to be used in printing and publishing industries including for printing and publishing of newspapers such as Philadelphia Inquirer and Philadelphia Daily News.

11. Defendant Montreal, Maine & Atlantic Railway, LTD (hereinafter “MMAR”) is believed to be a Delaware corporation, with a principal place of business at 15 Iron Road, Hermon, Maine 04401.

12. At all times material hereto, Defendant MMAR, was a common carrier engaged in the business of supplying railcars for shipping goods in interstate commerce and shipping and transporting goods in its railcars, including paper rolls and other bulk paper products, through its rail network.

13. Defendant Norfolk Southern Railway Company (hereinafter “NS”) is believed to be a Virginia corporation, with a principal place of business at 3 Commercial Place, Norfolk, Virginia 23510.

14. At all times material hereto, Defendant NS was a common carrier engaged in the business of shipping goods in interstate commerce by transporting goods and managing the transportation of cargo through its rail network.

15. Defendant Illinois Tool Works, Inc., t/d/b/a ITW Shippers (hereinafter "ITW Shippers") is believed to be a foreign corporation with a principal of business at 808 Lake Road, Sheridan, Arkansas 72150.

16. At all times material hereto, ITW Shippers was in the business of manufacturing, supplying, selling and distributing packing products, including ITW Gorilla Series Level 4 airbag, for packing, shipping, stabilizing and securing cargo such as bulk large paper rolls for transport by railcars on railway lines.

17. Defendant ArcelorMittal USA, Inc., (hereinafter "AMUSA") is believed to be a foreign corporation with a principal place of business at 1 South Deerborn Street, Chicago, IL 60603.

18. At all material times, Defendant AMUSA., was involved in facilitating the transportation of various supplies, including paper rolls from the Sweedeland Yard over its short rail line, formerly known as Brandywine Valley Railroad and/or Upper Merion & Plymouth Railroad, to PMN's and PN's facility in Upper Merion, Pennsylvania.

19. Defendant Arcelor Mittal Railways, Inc., f/m/k/a Upper Merion & Plymouth Railroad, Inc., (hereinafter "AMR") is believed to be a foreign corporation with its principal place of business at 1 South Deerborn Street, Chicago, IL 60603.

20. At all times material hereto Defendant AMR., was a wholly owned subsidiary of Defendant AMUSA.

21. At all times material hereto Defendant AMR., was a common-carrier, engaged in interstate commerce by transporting goods over its rail network and across state lines.

22. At all times material hereto Defendant AMR., was or held itself out to be a common carrier rail line for hire in interstate commerce.

23. At all times material hereto, Defendants have engaged in regular and continuous business activities in and within the Commonwealth of Pennsylvania and in and within the City and County of Philadelphia.

24. On May 18, 2012, Jefferson Troester was employed by Defendant AMR as an Assistant Train Engineer.

25. As part of his job responsibilities Jefferson Troester was required to transport railcars that contained bulk paper rolls on the short rail line owned, operated, maintained and controlled by Defendants AMUSA., and/or AMR., for offloading at the Defendants PMN's, and/or PN's, warehouse facility located on River Road in Upper Merion, Pennsylvania.

26. At all times material hereto, the property and loading dock where Decedent sustained his fatal injuries was owned, operated and maintained by Defendants PMN and/or PN.

27. Based on information and belief, Defendants PMN and/or PN leased from Defendants AMUSA., and/or AMR., the short-line rail line, formerly known as Brandywine Valley Railroad and/or Upper Merion & Plymouth Railroad.

28. Based on information and belief, it was the responsibility of Defendants AMUSA., and/or AMR., to deliver the railcars full of bulk paper goods to Defendants PMN's and/or PN's loading dock at its warehouse facility in Upper Merion, PA.

29. Once bulk paper rolls were delivered by Defendants AMUSA., and/or AMR to Defendants PMN's and/or PN's loading dock, it was Defendants PMN's and/or PN's responsibility to unload the bulk paper products from the railcars.

30. On May 18, 2012, as Decedent Jefferson Troester was in the process of opening railcar MMA-9599 two bulk 1500 pound paper rolls, owned by Defendants PMN and/or PN, fell out with bulk paper roll No.: E6S605072010 (R25) pinning Decedent Jefferson Troester between the platform and the railcar and causing him to sustain traumatic injuries including traumatic chest and abdominal injuries resulting in compression affixation and leading to his untimely death at age 43.

II. BACKGROUND

31. Sometime prior to May 18, 2012, Defendant PMN and/or Defendant PN., entered into an agreement with Defendant GNPC for Defendant GNPC to supply and ship FOB multiple bulk paper rolls, measuring approximately 50 inches in width, 37 inches in height and weighing approximately 1,500 pounds from its facility in Maine to Defendants PMN's and/or Defendant PN's warehouse and loading dock located in Upper Merion, Pennsylvania.

32. Pursuant to Rule 1019 of the Pennsylvania Rules of Civil Procedure, Plaintiff was not a party to the agreement between Defendants PMN, PN, and GNPC, and thus is not in the possession of the said agreement. It is believed that said agreement is in the possession of Defendants PMN; PN, and/or GNPC.

33. Sometime prior to May 18, 2012, pursuant to their agreement with Defendant GNPC, Defendants PMN and/or PN placed an Order No. 0420839 with Defendant GNPC for the

shipment of multiple bulk rolls of paper to Defendants PMN's and/or PN's Upper Merion Pennsylvania warehouse facility.

34. The said bulk rolls of paper became part of load No.: 3924.

35. Among the bulk rolls of paper which were part of Load No.: 3924, was a bulk paper roll Roll I.D. No. E6S605072010 (R25).

36. Sometime prior to May 18, 2012, Defendant GNPC loaded paper rolls which were part of Order No. 0420839 of Load No. 3924, including Paper Roll No. E6S605072010 (R25) into a freight rail car No. MMA9599, owned, operated, maintained and supplied by Defendant MMAR.

37. Based on information and belief, Defendant GNPC loaded railcars with 64 bulk rolls of paper, stacking them four rolls high in two columns of eight. The railcar No. MMA9599 with the 2 bulk paper rolls, including Paper Roll No. E6S605072010 (R25), was part of the string of 5 railcars being delivered to Defendants PMN's and/or PN's loading dock and warehouse facility on May 18, 2012.

38. Based on information and belief, Defendant GNPC attempted to secure the said 64 bulk rolls of paper with Gorilla Series Level 4 airbags and miscellaneous dunnage, manufactured, sold and supplied by Defendant ITW Shippers.

39. As the shipper of the 64 bulk rolls of paper, Defendant GNPC had the responsibility to make sure that all rolls in the shipment were properly and correctly secured for movement during rail transport.

40. Defendant GNPC knew at the time of loading the 64 bulk paper rolls onto the MMAR railcars that if the bulk rolls were not properly secured that they could shift during transit and become unstable.

41. Defendant GNPC knew at the time of loading the 64 bulk paper rolls onto the MMAR railcars that if the bulk rolls were not secured properly and correctly than they could shift and fall out of the railcar when the railcar door was opened.

42. Once the bulk paper rolls were loaded by Defendant GNPC including the paper roll no. E6S605072010 (R25), it is believed that Defendant MMAR transported and/or facilitated the transport of five rail cars, including rail car No. MMA9599 to Defendant NS's switching facility located at or near Allentown, Pennsylvania.

43. Based on information and belief, Defendant NS then transported the string of five MMAR railcars, including rail car No.: 9599, to a facility known as Sweedeland Yard, owned, operated and maintained by Defendant AMUSA and/or Defendant AMR.

44. On May 18, 2012, Plaintiff's decedent Jefferson Troester, employed as an assistant train engineer with Defendant AMR., along with train engineer, James Francis Wilson transported rail car No. 9599 in a string of five railcars from Sweedeland Yard facility to Defendants PMN's and/or PN's storage warehouse and loading dock located at 800 River Road, Upper Merion Township, Pennsylvania.

45. As Decedent Jefferson Troester was opening the door of railcar No. 9599 two 1500 pound bulk paper rolls fell out of the railcar with paper roll Roll I.D. No. E6S605072010 (R25), falling on top of Decedent, pinning him between the railcar and the loading platform and subsequently killing him.

COUNT I
NEGLIGENCE
PLAINTIFF V. DEFENDANTS PMN
AND PN

46. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

47. The negligence and carelessness of Defendants PMN and PN consisted of, but is not limited to the following:

- a. Failure to have proper procedures in place for opening and unloading rail cars containing bulk paper rolls to prevent injuries to individuals such as Decedent;
- b. Failing to require its supplier, Defendant GNPC to properly package, brace and or secure the bulk paper rolls in rail car No.: MMA9599;
- c. Failing to ensure that rail cars, containing bulk rolls of paper, which arrived at its facility were safe to be opened and unloaded;
- d. Failing to provide proper tools, equipment and/or mechanic means for opening up the railcar doors;
- e. Failing to have its employees and/or agents open arriving rail cars with forklifts and/or other devices, equipment or tools which would have prevented individuals such as Decedent to be in the path of falling bulk paper rolls from a rail car;

- f. Failing to use safe means to open up rail cars containing bulk paper rolls;
- g. Failing to ensure that the load inside the rail cars did not shift during transit;
- h. Failing to ensure safety of individuals such as Decedent at Defendants' facility;
- i. Failing to properly supervise and control the opening of railcar doors and the unloading of bulk paper rolls at its Upper Merion facility;
- j. Failing to provide safe workplace rules and procedures to contractors hired to deliver railcars containing bulk paper products so that so that the bulk rolls can be safely unloaded;
- k. Failing to issue Rail Safety Rules with specific procedures and/or instructions for the proper and safe opening of railcars loaded with bulk rolls of paper once at the unloading dock;
- l. Failing to develop the proper and necessary Rail Safety Standards for all the sites and facilities it owned and/or operated; and
- m. Failing to review and approve Co-Defendants AMUSA's and/or AMR's site/facility specific procedures, training and instructions implemented for Co-Defendants' AMUSA's and/or AMR's employees to protect them when operating, working on, opening and/or off-loading any rail equipment, including railcars and general safety procedures when working around rail operations.

48. Because of negligence and carelessness of Defendants PMN and PN, Plaintiff and her Decedent suffered fatal injuries further described above and in Counts XII and XIII.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT II
NEGLIGENCE
PLAINTIFF V. GNPC

49. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

50. The negligence and carelessness of Defendant GNPC included but was not limited to the following:

- a. Failing to exercise reasonable care in marketing, selling and supplying Paper Roll I.D. No. E6S605072010 (R25);
- b. Selling and supplying a Paper Roll I.D. No. E6S605072010 (R25) that Defendant knew or should have known was unsafe and hazardous for its intended and foreseeable uses;
- c. Selling and supplying bulk paper rolls that Defendant knew or should have known were improperly packaged or secured in that they could shift move during transit and when the railcar doors were open;
- d. Failing to supply bulk paper rolls, specifically paper roll No. E6S605072010 (R25), with proper packaging so as to prevent it from shifting in any direction and/or otherwise moving during transit and when the railcars were opened;
- e. Failing to properly package bulk paper rolls for shipping, including paper roll No. E6S605072010 (R25);

- f. Failing to package, brace and secure bulk paper rolls, including Roll No. E6S605072010 (R25) to prevent it from shifting and moving during transit;
- g. Failing to properly test packaging, dunnage and bracing equipment and supplies, used to secure bulk paper rolls in transit;
- h. Using bracing, securing and packaging equipment that was inappropriate under the circumstances;
- i. Using improper, inadequate, insufficient and/or defective airbags and dunnage to secure paper rolls, specifically paper roll No. E6S605072010 (R25) , which was part of Load No. 3924;
- j. Improperly loading the said bulk paper rolls as to prevent them from tumbling or shifting during transit of the rail cars;
- k. Failing to ensure that the rail car No.: MMA9599 , being used to transport the paper rolls was properly cushioned;
- l. Failing to ensure that the rail car No. MMA9599 was in safe working condition;
- m. Failing to ensure that the rail car No. MMA9599 was appropriate for transport of multiple stacked bulk paper rolls;
- n. Failing to put proper labels and/or warnings on the bulk paper rolls, including paper roll No. E6S605072010 (R25);
- o. Failing to prevent shifting and movement of the bulk paper rolls in transit;

- p. Failing to provide proper procedures for opening railcar doors and for unloading paper rolls in such a way as to prevent injuries to individuals such as Decedent;
- q. Failing to warn individuals such as Decedent of the possibility that bulk paper rolls could shift in transit; and
- r. Failing to comply with industry standards and regulations regarding recommended and proper procedures for properly and safely loading, bracing, securing and transporting of bulk paper rolls in rail cars.

51. The negligence and carelessness of Defendant Great Northern Paper Company resulted in the fatal injuries suffered by Plaintiff's Decedent as described in detail above and by Plaintiff as described in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT III
STRICT LIABILITY
PLAINTIFF V. DEFENDANT GNPC

52. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

53. On May 18, 2012 and prior to that date, Defendant Northern Paper Company, LLC was engaged in the business of designing, manufacturing, assembling, marketing, selling, distributing and otherwise introducing into the stream of commerce bulk paper rolls, including paper roll No. E6S605072010 (R25).

54. There were no changes and/or modifications in the condition of the said bulk paper rolls, including paper roll No. E6S605072010 (R25), from the time it left the possession of Defendant until the time of Decedent's fatal accident.

55. The aforementioned bulk paper roll was defective and unsafe when it left the control of Defendant GNPC in that it lacked proper packaging, bracing and warnings as to make it safe to transport by rail without risk movement and tumbling out of the railcar.

56. The said bulk paper roll was unsafe for its reasonably foreseeable and intended uses.

57. The subject bulk paper roll caused Decedent's fatal injuries when it was used and handled in a foreseeable manner and for its intended purpose.

58. The aforementioned bulk paper roll was not equipped with every element necessary to make it safe for its reasonably foreseeable and intended uses when sold and placed into the stream of commerce by Defendants GNPC.

59. Defendant GNPC is strictly liable for selling and placing into the stream of commerce a defective and unsafe product pursuant to the doctrines of strict liability as established by Pennsylvania law and §402A of the Restatement (Second) of Torts.

60. As a direct and proximate result of the defective design and unsafe condition of the subject paper roll Plaintiff and her Decedent suffered injuries and damages described above and in Counts XII and XIII.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT IV
BREACH OF WARRANTIES

PLAINTIFF v. DEFENDANT GNPC

61. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

62. Prior to May 18, 2012 and well known to Defendant GNPC, Defendant expressly represented or in some other manner expressed warranties that the subject bulk paper roll, including its packaging and dunnage was safe for the use for the purposes intended and was of merchantable quality.

63. At some time prior to May 18, 2012 and well known to Defendant GNPC, Defendant represented and warranted by implication that the subject bulk paper roll including its packaging was reasonably fit for the purposes intended and was of merchantable quality.

64. That the representations and warranties set forth in the preceding two paragraphs formed part of the bargain for selling the aforementioned bulk paper roll and was relied upon by Defendants PMN and PN.

65. In truth and in fact the above representations of Defendant GNPC were false.

66. As a direct and proximate result of the aforementioned breach of warranties by Defendant GNPC, Plaintiff and her Decedent suffered injuries and damages described above and in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees

COUNT V
NEGLIGENCE
PLAINTIFF V. MMAR

67. Plaintiff incorporates by reference the preceding paragraphs as though stated in full herein.

68. The negligence and carelessness of Defendant MMAR included but was not limited to the following:

- a. Providing an improper, unsafe or defective rail car No. MMA9599 to Defendant GNPC for transporting of bulk paper rolls, including roll No. E6S605072010 (R25);
- b. Failing to ensure that its freight rail car No. MMA9599 was properly cushioned;
- c. Failing to ensure that its freight rail car No. MMA 9599 was appropriate and safe for the transportation of multiple bulk paper rolls;
- d. Failing to supply proper instructions for the loading and transporting of multiple stacks of large bulk paper rolls in its rail cars;
- e. Failing to ensure that the load inside rail car No. MMA9599 did not shift in transit, especially in the east west/west east direction;
- f. Failing to properly handle the shipment of bulk paper rolls from Defendant GNPC.
- g. Failing to follow Federal Railroad Administration Regulations and industry standards as to the loading, handling and transporting of multiple bulk paper rolls;
- h. Allowing said bulk paper rolls including paper roll No. E6S605072010 (R25) to shift in transit;

- i. Failing to ensure that the bulk paper rolls including paper roll No. E6S605072010 (R25) were properly loaded and secured inside railcar No. MMA9599;
- j. Failing to ensure that its rail cars had proper and necessary equipment and hardware to secure loads such as bulk paper rolls;
- k. Failing to use proper equipment in transporting said railcar;
- l. Causing the said railcar to be bumped and/or “jolted”; and
- m. Negligent transport of the said bulk paper roll;
- n. Failing to provide necessary warnings and/or instructions for opening of railcar doors to prevent being hit or crushed by falling cargo; and
- o. Failing to provide jam bars or load shifting bars inside the railcars, including railcar No. MMA9599 to prevent bulk paper rolls from shifting, moving or falling out when railcar doors became opened.

69. The negligent and carelessness of Defendant MMAR resulted in the fatal injuries and damages that are described above and in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT VI
NEGLIGENCE
PLAINTIFF V. DEFENDANT NS

70. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

71. The negligence and carelessness of Defendant NS included but was not limited to the following:

- a. Failing to transport rail car No. MMA9599 over its rail networking in a way that prevented bulk paper rolls inside including paper roll No. E6S605072010 (R25) from shifting or moving inside the railcars;
- b. Failing to inspect the load and rail car No. MMA9599 to ensure that it was properly braced and secured;
- c. Failing to transport the load and rail car No. MMA9599 over its network in a way that prevented the load from shifting and moving in transit;
- d. Improper and unsafe transport of railcars over its network, including railcar No.: MMA9599;
- e. Failing to use due caution in transporting railcars, including railcar No.: MMA9599;
- f. Failing to use proper equipment in transporting said railcar;
- g. Allowing said railcars and railcar No. MMA9599 to be bumped and/or “jolted” at the Allentown switchyard;
- h. Allowing said railcars and railcar No. MMA9599 to be bumped and/or “jolted” during transit;
- i. Allowing said railcars and railcar No. MMA9599 to be bumped and/or “jolted” when transferring the railcar to the rail network of Defendants AMUSA and/or AMR;

- j. Improperly and unsafely transferring the railcars and specifically railcar No. MMA9599 upon receiving the string of railcars at its switching yard in Allentown as when said railcars were delivered for transport by Defendant AMR.;
- k. Violating industry regulations and standards in transporting the said railcar; and
- l. Failing to require Co-Defendant MMAR to equip its railcars with jam bars and load bars to prevent lateral movement and displacement of bulk paper rolls during transit.

72. The negligence and carelessness of Defendant NS was one of the cause of the fatal injuries and damages further described above and in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT VII
NEGLIGENCE
PLAINTIFF V. DEFENDANT ITW SHIPPERS

73. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

74. The negligence and carelessness of Defendant ITW Shippers included but was not limited to the following:

- a. Failing to exercise reasonable care in design, development, marketing, selling and supplying Paper Gorilla Series Level 4 Airbag and dunnage;

- b. Selling and supplying Gorilla Series Level 4 Airbag and dunnage that Defendant knew or should have known were unsafe and hazardous for their intended and foreseeable uses;
- c. Selling and supplying Gorilla Series Level 4 Airbag and dunnage without all the elements necessary to make them safe;
- d. Failing to supply proper instructions and warnings with its Gorilla Series Level 4 Airbag and dunnage;
- e. Failing to supply proper airbags and dunnage to be used for bracing and securing bulk 1500 pounds paper rolls;
- f. Failure to ensure that its Gorilla Series Level 4 Airbag and Dunnage had proper weight and size limitations for securing and bracing 1500 pounds bulk paper rolls;
- g. Failing to properly test, design and manufacture ITW Gorilla Series Level 4 Airbags and dunnage to ensure that it would prevent paper rolls from shifting and moving during transit;
- h. Failure to provide proper instructions as to the use of ITW Gorilla Series Level 4 Airbag and dunnage;
- i. Violating appropriate industry standards and practice as to design, manufacture and distribution of shipping and bracing products, such as Gorilla Series Level 4 Airbag and dunnage;

- j. Failure to supply proper airbags and dunnage to Great Northern Paper Company to ensure that they would prevent bulk paper rolls from shifting during transit; and
- k. Supplying Gorilla Series Level 4 airbags that would leak or not hold the air inflated.

75. The negligence and carelessness of Defendant ITW Shippers was one of the causes of the fatal injuries and damages further described above and in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT VIII
STRICT LIABILITY
PLAINTIFF V. DEFENDANT ITW SHIPPERS

76. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

77. On May 18, 2012 and prior to that date, Defendant ITW Shippers was engaged in the business of designing, manufacturing, assembling, marketing, selling, distributing and otherwise introducing into the stream of commerce airbags and dunnage, including Gorilla Series Level 4 Airbag.

78. There were no substantial changes and/or modifications to the condition of the said airbag and dunnage from the time it left the possession of Defendant until the time of Decedent's fatal accident.

79. The aforementioned airbag was defective and unsafe when it left the control of Defendant ITW Shippers because it was unsafe for its reasonably foreseeable and intended uses.

80. The subject airbag caused Decedent's fatal injuries when it was used in a foreseeable manner and for its intended purpose.

81. The aforementioned airbag was not equipped with every element necessary to make it safe for its reasonably foreseeable and intended uses when sold and placed into the stream of commerce by Defendants ITW Shippers.

82. Defendant ITW Shippers is strictly liable for selling and placing into the stream of commerce a defective and unsafe product pursuant to the doctrines of strict liability as established by Pennsylvania law and §402A of the Restatement (Second) of Torts.

83. As a direct and proximate result of the defective design and unsafe condition of the subject airbag Plaintiff and her Decedent suffered injuries and damages described Paragraph 26 above and Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT IX
REACH OF WARRANTIES
PLAINTIFF v. DEFENDANT ITW SHIPPERS

84. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

85. Prior to May 18, 2012 and well known to Defendant ITW Shippers Defendant expressly represented or in some other manner expressed warranties that the subject airbag and dunnage were safe for the use for the purposes intended and was of merchantable quality.

86. At some time prior to May 18, 2012 and well known to Defendant ITW Shippers, Defendant represented and warranted by implication that the subject airbag and dunnage were reasonably fit for the purposes intended and were of merchantable quality.

87. That the representations and warranties set forth in the preceding two paragraphs formed part of the bargain for selling the aforementioned airbag to Defendant GNPC.

88. In truth and in fact the above representations of Defendant ITW Shippers were false.

89. As a direct and proximate result of the aforementioned breach of warranties of Defendant ITW Shippers, Plaintiff and her Decedent suffered injuries and damages described in Paragraph 26 above and Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT X
NEGLIGENCE
PLAINTIFF V. DEFENDANT AMUSA

90. Plaintiff incorporates the preceding paragraphs as though stated in full herein.

91. The negligence and carelessness of Defendant AMUSA, included but is not limited to the following:

- a. Failing to have proper procedures and/or rail safety policies in place for opening and unloading rail cars containing bulk paper rolls to prevent injuries to individuals such as Decedent;

- b. Failing to have proper operations standards in place for opening and unloading rail cars containing bulk paper rolls to prevent injuries to individuals such as Decedent;
- c. Allowing its lessee/lessees to operate to use its short rail line without proper procedures, standards and safeguards in place for opening and unloading rail cars containing bulk paper rolls to prevent injuries to individuals such as Decedent;
- d. Failing to ensure that rail cars, containing bulk rolls of paper, which arrived at Defendants PMN's and PN's facility were safe to be opened and unloaded;
- e. Failing to provide proper tools, equipment and/or mechanic means for opening up the railcar doors;
- f. Failing to use safe means to open up rail cars containing bulk paper rolls;
- g. Failing to ensure that the load inside the rail cars did not shift during transit;
- h. Failing to inspect the load and rail car No. MMA9599 to ensure that it was properly braced and secured;
- i. Failing to ensure safety of individuals such as Decedent;
- j. Failing to properly supervise and control the opening of railcar doors and the unloading of bulk paper rolls at Defendants PMN's and PN's Upper Merion Facility; and
- k. Failing to provide safe workplace rules and procedures so that the bulk paper rolls can be safely unloaded;

- l. Failing to issue the proper Rail Safety Standards for Co-Defendant AMR so that Co-Defendant AMR would have specific and adequate procedures, training and instructions in place for Co-Defendant AMR's workers to work safely on, near and around rail lines, rail cars and rail operations;
- m. Failing to issue the proper Rail Safety Standards for Co-Defendant AMR regarding the proper and safe procedures for opening railcars containing bulk loads such as large bulk rolls of paper;
- n. Failing to require railcars used on its rail line to be equipped with jam bars and load stabilizing bars to prevent against accidental shifting of the bulk loads while the railcars are in transit; and
- o. Failing to issue adequate Rail Safety Standards for the proper and recommended work practices of Defendant AMR's workers in rail and rail operations, including opening railcar doors and offloading railcars.

92. Because of negligence and carelessness of Defendants AMUSA Plaintiff and her decedent suffered injuries and damages described above and in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT XI
FEDERAL EMPLOYER'S LIABILITY ACT, 45 U.S.C. § 51 et.seq.
PLAINTIFF V. AMR

93. Plaintiff hereby incorporates by reference the preceding paragraphs as though stated in full herein.

94. At all times material hereto, Defendant AMR., was or held itself out to be a common carrier by rail, transporting goods for hire in interstate commerce.

95. On May 18, 2012, Decedent was employed by Defendant AMR., as an Assistant Train Engineer and was engaged in work for Defendant in furtherance of interstate commerce.

96. As described above, on said date Decedent, while being in the course and scope of his employment with Defendant sustained injuries which resulted in his untimely death at age 43.

97. Defendant AMR., failed to provide Decedent with a safe working environment in the ways which include but are not limited to the following:

- a. Failing to provide proper, reasonable and appropriate tools and equipment to Decedent;
- b. Failing to properly train the Decedent in opening railcar containing bulk loads;
- c. Failing to have proper procedures in place for opening and unloading rail cars containing bulk paper rolls to prevent injuries to individuals such as Decedent;
- d. Failing to ensure that rail cars which arrived the Upper Merion Township Facility were safe to be opened and unloaded;
- e. Failing to provide proper tools, equipment and/or facilities for unloading paper rolls from rail cars;
- f. Failing to use a safe procedure to unload rail cars with paper rolls;
- g. Failing to ensure that the bulk load inside the rail cars did not shift during transit;
- h. Failing to ensure safety of individuals such as Decedent; and

- i. Failing to properly supervise and control the opening or railcars and unloading of bulk paper rolls at the Upper Merion facility; and
- j. Failing to properly supervise and control the opening of railcar doors and the unloading of bulk paper rolls at Defendants PMN's and PN's Upper Merion Facility.

98. Because of Defendant AMR's failure to provide Decedent with a safe working environment, Plaintiff and her decedent suffered injuries and damages described above and in Counts XII and XIII below.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT XII
WRONGFUL DEATH
PLAINTIFF V. ALL DEFENDANTS

99. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

100. Plaintiff's Decedent Jefferson Troester did not bring any action during his lifetime nor has any action for his death been commenced against Defendants.

101. Plaintiff Sarah Troester was appointed Administratrix of the Estate of her late husband by the Register of Wills in New Castle County, Delaware and she brings this action by virtue of 42 Pa. C.S.A. §8301. Decedent is survived by the following persons entitled to recover for his damages and for his death and on whose behalf this action is brought:

- (a) Sarah Troester - Plaintiff-Decedent's wife
DOB: 02/01/1981

102. The injuries and death of Plaintiff-Decedent Jefferson Troester was a direct and proximate result of the negligence of Defendants as described above.

103. By reason of the death of Plaintiff's Decedent Jefferson Troester certain recoverable expenses have been incurred including but not limited to the following:

- (a) Medical expenses;
- (b) Funeral expenses; and
- (c) Costs of the Administration of the Estate.

104. By reason of said death of Plaintiff's Decedent Jefferson Troester, Plaintiff Sarah Troester has suffered pecuniary and other losses including but not limited to the support, assistance, services and nurturing which Plaintiff's Decedent Jefferson Troester would have extended during his lifetime to his wife and the value of Jefferson Troester as a valuable member of the family unit, including his companionship, affection, society, advice, guidance and console.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

COUNT XIII
SURVIVAL ACTION
PLAINTIFF V. ALL DEFENDANTS

105. Plaintiff incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

106. Plaintiff Sarah Troester also brings this action on behalf of the Estate of Jefferson Troester by virtue of 42 Pa. C.S.A. §8302.

107. As a result of the injuries and subsequent death of Plaintiff Jefferson Troester, his Estate has been deprived of the economic value of Decedent's life during the period of his life

expectancy. Plaintiff also claims lawful damages for the pecuniary losses suffered by the Estate due to Decedent's death.

108. Plaintiff Sarah Troester, Administratrix of the Estate of Jefferson Troester claims on behalf of the Estate all legally recoverable damages suffered by the Estate by virtue of Decedent's death for the conscious pain and suffering undergone by Decedent Jefferson Troester before his death and for the value of the expectancy and enjoyment of life which was terminated by the negligence and wrongdoing of all Defendants as is further described above.

WHEREFORE, Plaintiff respectfully requests judgment in the amount in excess of \$150,000.00 excluding costs of suit, interest and fees.

Respectfully submitted,

GALFAND BERGER, LLP

By: 

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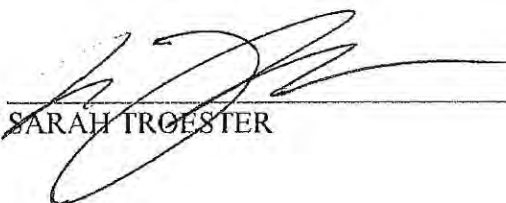
VERIFICATION

I hereby affirm that the following facts are correct:

I am the Plaintiff in the foregoing action and the attached Complaint is based upon information that I have furnished to my counsel any information which has been gathered by my counsel in preparation of my lawsuit. The language of the Complaint is that of counsel and not mine. I have read the Complaint and to the extent that the Complaint is based upon information that I have given to counsel, it is true and correct to the best of my knowledge, information and belief. To the extent that the contents of the Complaint are that of counsel, I have relied upon counsel in making the Verification.

I hereby acknowledge that the facts set forth in the aforesaid Complaint are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

DATED: 1/21/13



SARAH TROESTER

Item 7. Premium Audit Terms

Policy is not subject to audit

Policy is subject to audit

Item 8. Form(s) and Endorsement(s) made a part of this policy at time of issue:

Endorsement Number	Endorsement Title
PN CW 02 0505	Notice To Policyholders – Privacy Policy
PN CW 01 1211	Notice To Policyholders – Fraud Notice
PN CW 05 1010	Notice To Policyholders – U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”)
IL MP 9104 0211 IHIC	In Witness – Indian Harbor Insurance Company
RRL 203 0911 Endorsement #001	Named Insured Schedule
RRL 100 0911	Railroad Liability Insurance Policy – Claims-Made Form
RRL 212 0911 Endorsement #002	Employee Benefits Liability Insurance
RRL 204 0911 Endorsement #003	Additional Insured Schedule
RRL 300 0911 Endorsement #004	Deletion of Passenger Exclusion
RRL 010 0911 Endorsement #005	Exclusion Of Certified Acts Of Terrorism
XL-ME SOP 11 10 Endorsement #006	Service of Process

Item 10. Producer Name: The Plexus Group Inc.
Address: 21805 Field Parkway, Suite 300
Deer Park, IL 60010



BY: _____

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Date Issued: 5/16/12