

# **Exhibit E**

STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART ) CAUSE No. 20D02-1106-PL-00037

LEO VANNORMAN, et al., )  
 )  
 Plaintiffs, )  
 )  
 v. )  
 )  
 FLEXSTEEL INDUSTRIES, INC., )  
 LDL REALTY COMPANY, LLC, )  
 DAVID L. DYGERT, and )  
 PHYLLIS B. DYGERT, )  
 )  
 Defendants. )

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FLEXSTEEL INDUSTRIES, INC., )  
 )  
 Third-Party Plaintiff, )

v. )  
 )  
 TRAVELERS PROPERTY CASUALTY )  
 COMPANY OF AMERICA, NATIONAL )  
 UNION FIRE INSURANCE COMPANY )  
 OF PITTSBURGH, PA, ILLINOIS )  
 NATIONAL INSURANCE COMPANY, )  
 CONTINENTAL CASUALTY )  
 COMPANY, SENTRY CASUALTY )  
 COMPANY, UNITED STATES FIRE )  
 INSURANCE COMPANY, AMERICAN )  
 GUARANTEE AND LIABILITY )  
 INSURANCE COMPANY, HARTFORD )  
 FIRE INSURANCE COMPANY, and )  
 INDIANA INSURANCE, )  
 )  
 Third-Party Defendants. )

**AFFIDAVIT OF MARIA CHAPMAN**

The undersigned, Maria Chapman, being first duly sworn, hereby states as follows:

1. I, Maria Chapman, am over the age of 18, am of sound mind, and have personal knowledge of the matters set forth in this affidavit.

2. Beginning in the mid-1980s, I worked at 2503 Marina Drive (formerly 53381 Marina Drive), Elkhart, Indiana (the "Seat Shop") for Dygert Seating Inc. ("Dygert Seating") for approximately 3 to 4 years. I left my employment in 1987 to stay home and take care of my daughter.

3. In approximately May 1993, I went back to work for Dygert Seating, and continued to work for Flexsteel Industries, Inc. ("Flexsteel"), PBD, and the succeeding companies operating the Seat Shop until approximately 2007 shortly before Scope purchased the business.

4. During my employment at the Seat Shop, I held various positions including warranty, sewing, prototyping, and assisting in repairing damaged items in installation.

5. During my employment at the Seat Shop, I also served on the Safety/First-Aid Committee.

6. During my time on the Safety/First-Aid Committee, I became familiar with the chemicals used in the operations at the Seat Shop.

7. One such chemical that sticks out in my mind is Trichloroethylene ("TCE").

8. I remember TCE specifically because employees were afraid of it due to it being too caustic and therefore we discussed possible alternatives to TCE during the Safety/First-Aid Committee meetings.

9. Mr. Dygert's solution to the employees concerns regarding TCE was to put baby wipes at the first aid stations, inspection tables, and to give the baby wipes to each individual who was using cans of C-60 Solvent De-Greaser in connection with the assembly line.

10. I remember and I personally witnessed cans of C-60 Solvent De-Greaser being used in connection with fabric cleaning before and after installation, frame degreasing, and final cleaning of the product prior to being wrapped in plastic and sent to shipping.

11. I also remember and personally witnessed 5-gallon buckets of TCE being used in connection with cleaning operations of the glue pots.

12. As part of my work on the Safety/First-Aid Committee, I was involved in discussions regarding replacement of TCE with something safer because the committee was concerned about the dangers of TCE exposure.

13. The empty containers, rags, and anything else that came into contact with TCE was routinely deposited in the dumpster with all the other general trash.

14. I specifically recall at least one occasion where cans of C-60 were rolling around in the parking lot and an employee ran over a can with their car.

15. The cans of C-60 Solvent De-Greaser were used throughout my employment by Dygert Seating, Flexsteel, PBD, and the succeeding companies.

16. Pure TCE in 5-gallon buckets were also used throughout my employment by Dygert Seating, Flexsteel, PBD, and the succeeding companies.

17. However, in connection with the potential purchase by Flexsteel, Mr. Dygert began offering alternatives to the employees that were not as dangerous.

18. I can personally remember when the other alternatives to TCE were offered, Dygert Seating, Flexsteel, PBD, and the succeeding companies still would always keep at least one bucket of TCE under the glue table because it worked better than the TCE alternatives.

19. I personally remember observing empty drums and buckets that had once held glue and cleaning solvents being stored outside of the building until they were ultimately removed. That practice occurred throughout my employment for Dygert Seating, Flexsteel, PBD, and the succeeding companies.

20. The empty drums and buckets that had once held glue and cleaning solvents were stored on the north side of the Marina Drive building on the grass on the section between the drainage ditch and the building next to the trash dumpster.

21. I remember before Flexsteel purchased the business Mr. Dygert and Mr. Lucchese made all of the supervisors assist in cleaning up the facility.

22. In connection with those clean up activities, I personally witnessed foam, frames, chemicals, and drums, some full and some empty, being loaded onto a semi-truck and being taken off-site for disposal.

FURTHER AFFIANT SAYETH NOT.

I affirm, under the penalties of perjury, that the foregoing statements are true and correct.

2-28-12  
Date

Maria Chapman  
Maria Chapman