PLAINTIFF'S EXHIBIT
GP-305

AFFIDAVIT OF JOEL I. BEERMAN

STATE OF GEORGIA

COUNTY OF DEKALB

BEFORE ME, the undersigned Notary Public, duly commissioned in and for the County of Dekalb, State of Georgia, personally came and appeared:

JOEL I. BEERMAN

who, after being duly sworn, did depose and state that:

1. I am of the age of majority, am competent in all respects to make this affidavit, and have personal knowledge of the matters stated herein.

2. I am employed by Georgia Gulf Corporation ("Georgia Gulf") as Vice President, General Counsel and Secretary and have been so employed since February 1994. From January 1, 1985 to February 1994, I was employed as Associate General Counsel and then General Counsel of Georgia Gulf. Before joining Georgia Gulf in 1985, I was employed by Georgia-Pacific Corporation ("Georgia-Pacific") from November of 1979 through December of 1984. I acquired knowledge of the facts set forth below during the course of my employment with Georgia-Pacific and Georgia Gulf.

3. Georgia-Pacific's business has primarily been the manufacture and distribution of paper and wood products. For a number of years prior to 1984, Georgia-Pacific also became involved in manufacturing commodity chemicals (the "Chemicals Division"). Included among the assets of the Chemicals Division was a chemical manufacturing facility in Plaquemine, Louisiana (the "Plaquemine Facility") where plaintiffs, Alvin Joseph Leger, Sr. and Charlie Gougisha, Sr., allegedly worked at some time during the 1960s and early 1970s.

4. In the early 1980s, Georgia-Pacific decided to dispose of the majority of Georgia-Pacific's chemical operations, including commodity chemicals, oil and gas, and other chemical operations unrelated to Georgia-Pacific's core business (*i.e.*, wood and paper products). The commodity chemicals business was sold ultimately to Georgia Gulf.

5. Georgia Gulf was incorporated on December 6, 1983, by certain members of the Chemicals Division's management, but the corporation had no operating assets and did not commence operations until December 1984, when it purchased the Chemicals Division's assets,

including the Plaquemine Facility. A true and complete copy of Georgia Gulf's Certificate of Incorporation is annexed hereto as Exhibit "A".

6. Georgia Gulf's acquisition of the Chemicals Division's assets came as a result of a series of transactions described in detail below. These transactions included Georgia-Pacific's sale of the Plaquemine Facility to its wholly-owned subsidiary, G-P Chemicals; the subsequent sale of the subsidiary's stock to Georgia Gulf; and the merger of Georgia Gulf into G-P Chemicals, which subsequently changed its name to Georgia Gulf. An essential element of these transactions was Georgia-Pacific's agreement to retain all pre-1984 tort liabilities.

The Asset Purchase Agreement

7. G-P Chemicals was incorporated on April 16, 1984. A true and complete copy of G-P Chemicals' Certificate of Incorporation is annexed hereto as Exhibit "B". On April 28, 1984, the newly-formed G-P Chemicals entered into an asset purchase agreement (the "Asset Purchase Agreement") with Georgia-Pacific. A true and complete copy of the Asset Purchase Agreement is annexed hereto as Exhibit "C".

8. According to the terms of the Asset Purchase Agreement, Georgia-Pacific conveyed the assets of the Chemicals Division, including the Plaquemine Facility (the "Transferred Assets"), and $2.5 million to G-P Chemicals. The Transferred Assets included (1) Georgia-Pacific's rights, title and interest in certain real property and leaseholds used in connection with the Chemicals Division's business, as of April 28, 1984 (the "Transferred Plants"), including the Plaquemine Facility; (2) all of the inventory at the Transferred Plants as of April 28, 1984 used in connection with the Chemicals Division's business; (3) intangible assets (*e.g.*, customer lists, market surveys and reports, computer software, etc.) owned by Georgia-Pacific and used in connection with the chemical business at the Transferred Plants as of April 28, 1984; (4) all tangible personal property (*e.g.*, equipment, machinery, etc.) owned or leased by Georgia-Pacific and used in connection with the chemical business at the Transferred Plants as of April 28, 1984; (5) transportation equipment with the chemical business at the Transferred Plants as of April 28, 1984; (6) Georgia-Pacific's rights and obligations under contracts, agreements, leases, permits and licenses pertaining to Georgia-Pacific's operation of the chemical business at the Transferred Plants as of April 28, 1984; (7) Georgia-Pacific's rights to technical data (including trade mark, trade name, goodwill, but not the

trademark "Georgia-Pacific" or the trade name "GP") pertaining to the operation of the chemical business at the Transferred Plants as of April 28, 1984; (8) accounts receivable pertaining to the operation of the chemical business at the Transferred Plants as of April 28, 1984; and (9) working capital of Georgia-Pacific pertaining to the operation of the chemical business at the Transferred Plants as of April 28, 1984.

9. G-P Chemicals in turn delivered to Georgia-Pacific good and valuable consideration consisting of one certificate representing 25,000 shares of G-P chemicals capital stock, which represented the entire number of its issues and outstanding shares.

10. Georgia-Pacific assumed and agreed to discharge and indemnify G-P Chemicals against all debts, obligations, and liabilities relating to the Transferred Assets arising out of or resulting from their ownership or use prior to April 28, 1984, except as set forth in Exhibit "B" to the Asset Purchase Agreement.[1]

11. G-P Chemicals in turn assumed and agreed to discharge and indemnify Georgia-Pacific against all debts, obligations, and liabilities relating to the Transferred Assets arising out of or resulting from their ownership or use after April 28, 1984. There were no other liabilities assumed.

12. At the time of the sale, Georgia-Pacific was a "Fortune 500 company" and has remained so through the present.

13. As of April 28, 1984, G-P Chemicals commenced its chemicals business, engaging in the production, manufacture, processing and sale of various chemicals and related products.

14. Georgia-Pacific was left with more than adequate funds to cover the reasonable, foreseeable costs of the liabilities that it retained pursuant to the Asset Purchase Agreement, for

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[1] Exhibit "B" states in its entirety:

EXHIBIT B - SPECIFIC OBLIGATIONS ASSUMED BY BUYER
Accounts payable pertaining to Transferred Assets upon which payment is due after the Closing.
Industrial Revenue Bonds
Plaquemine - 2
Delaware City - 1
Notes payable
Pacific Resins (Univar)
Union Carbide Corporation
Elk Grove
Bound Brook

which it received good and valuable consideration. As noted above, it remained a "Fortune 500 company" notwithstanding the sale.

Stock Purchase Agreement Between
Georgia Gulf and Georgia-Pacific

15. On December 31, 1984, Georgia Gulf entered into an agreement to purchase G-P Chemicals' stock from Georgia-Pacific (the "Stock Purchase Agreement"). A true and complete copy of the Stock Purchase Agreement (except for the voluminous, and for the purpose of this motion irrelevant, exhibits) is annexed hereto as Exhibit "D".

16. In exchange for the stock, Georgia Gulf paid Georgia-Pacific good and valuable consideration in cash and stock (which by the terms of the Stock Purchase Agreement amounted to $310 million, subject to adjustments based on certain formulae contained in the Agreement).

17. The Stock Purchase Agreement further limited the liabilities of G-P Chemicals. As a result of the Asset Purchase Agreement, the only liabilities G-P Chemicals acquired were those listed in Exhibit "B" to the Asset Purchase Agreement (*see* footnote 1 hereto), and any liabilities regarding the Transferred Assets arising after April 28, 1984. By the Stock Purchase Agreement, Georgia-Pacific also agreed to assume any liabilities arising from the ownership or use of the Transferred Assets from April 28, 1984 to October 1, 1984. The Stock Purchase Agreement at Section 5.4.3. provides:

> Neither [Georgia Gulf] nor [G-P Chemicals] shall assume, pay, perform or discharge any of the following liabilities, and [Georgia-Pacific] shall ensure, and do so by taking all necessary actions including rescission in relevant part of that ... [Asset Purchase Agreement], concerning transfer of assets and assumption of liabilities, that as of the Closing [G-P Chemicals] shall have no liability, accrued, absolute or contingent, determined or undetermined, either primary, secondary or otherwise, including all costs associated therewith ... for the following...:
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> * * *
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> (b) Any liabilities of [G-P Chemicals] or [Georgia-Pacific] of any nature incurred or arising before October 1, 1984, other than [a series of unrelated liabilities referred to as the "Subsidiary Closing Liabilities"]....

Merger Agreement Between Georgia Gulf and G-P Chemicals

18. On December 31, 1984, pursuant to agreement, Georgia Gulf merged into G-P Chemicals (the "Merger Agreement"). A true and complete copy of the Merger Agreement (except for the voluminous exhibits which are irrelevant to this motion) is annexed hereto as Exhibit "E". G-P Chemicals thereafter changed its name to Georgia Gulf.

19. Pursuant to the Merger Agreement, Georgia Gulf assumed the liabilities of G-P Chemicals, which by virtue of the Agreements described above did not include any liabilities arising prior to October 1, 1984, and retained by Georgia-Pacific.

JOEL I. BEERMAN

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20th DAY OF March, 1998.

Notary Public

My Commission Expires:

124586

Notary Public, Fulton County, Georgia
My Commission Expires Oct. 26, 1998