

IN THE CIRCUIT COURT
STATE OF MISSOURI
TWENTY-SECOND JUDICIAL CIRCUIT
(City of St. Louis)

ALL ASBESTOS LITIGATION,)
Filed by the Simmons Firm, L.L.C.,)
Plaintiffs,)
Vs.) No.:
A.P. GREEN INDUSTRIES, INC., et al.,)
Defendants.)

* * * * *

IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

ALL ASBESTOS LITIGATION,)
Filed by the Simmons Firm, L.L.C.,)
Plaintiffs,)
Vs.) No.:
A.P. GREEN INDUSTRIES, INC., et al.,)
Defendants.)

VIDEO EVIDENCE DEPOSITION OF ROBERT E. WRIGHT

Taken on behalf of Plaintiffs
April 10, 2001

Victoria L. Pohlman, CSR/RPR
CSR License #084-03146

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The Defendant, Small Co., et al., was represented by Mr. Thomas L. Carr, of the law firm of Armstrong Tomblin, LLP, One Mississippi Square, Suite 2000, in St. Louis, Missouri 63102.

The Defendant, RPM, Beloit, Georgia Pacific and Cellulose, was represented by Mr. Gary A. Matthews, of the law firm of Burroughs, Bayler, Brown, MacDonald, Mahan, & Trust, 303 West Vandeventer, Suite 300, Edwardsville, Illinois 62025.

The Defendant, General Electric, was represented by Mr. Michael R. King of the law firm of Gilling, Johnson & Neustach, Indiana Corporate Tower, 100 S. Mainway, St. Louis, Missouri 63101.

The Defendant, Amoco Performance Products, was represented by Mr. Linde M. Carran of the law firm of Greenfelder, Hunter & Goss, P.C., 10 South Broadway, in St. Louis, Missouri 63102.

The Defendant, 3M, was represented by Mr. Richard Boyle of the law firm of Gendrich, Lee, Rappaport, Boyle & Rosenthal, 3080 West Main Street in Belleville, Illinois 62223.

The Defendant, Combustion Engineering, Westinghouse, White St. Station, and Chicago Riverpower, was represented by Mr. Daniel Decker of the law firm of Brown, Coker and Hoffman, 515 North Sixth Street, St. Louis, Missouri 63101.

The Defendant, U.S. Gypsum, Quigley, Berg, Warner, Plummer, and Christensen, was represented by Mr. Lisa A. LeClerc of the law firm of Boyd, Royner, Vondra & Allen, 103 West Vandeventer, Edwardsville, Illinois 62025.

The Defendant, Unicom, was represented by Mr. Douglas Ginder of the law firm of Johnston, Callahan, 300 West Main Street, P.O. Box 581, in Belleville, Illinois 62222.

The Defendant, MARCO, was represented by Mr. Andrew Schottmayer of the law firm of Kohn, Smith, Elbert, Chomchidze & Ogden, One Pioneer Plaza, Suite 2410, St. Louis, Missouri.

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IN THE CIRCUIT COURT
STATE OF MISSOURI
TWENTY-SECOND JUDICIAL CIRCUIT
(City of St. Louis)

ALL ASBESTOS LITIGATION,)
Filed by the Sumner Firm, L.L.C.)
Plaintiff,)
vs.) No.:)
A.P. GREEN INDUSTRIES, INC., et al.)
Defendants.)

IN THE CIRCUIT COURT
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

ALL ASBESTOS LITIGATION,)
Filed by the Sumner Firm, L.L.C.)
Plaintiff,)
vs.) No.:)
A.P. GREEN INDUSTRIES, INC., et al.)
Defendants.)

VIDEO EVIDENCE DEPOSITION OF ROBERT
E. WRIGHT, recorded, 9-4th, and obtained on behalf
of the Plaintiff, April 10, 2001, between the
homes of an a/c client and also a/c client in the
evening on the day of the deposition. From 501 E. on
in, Wood River, Illinois, 62095, before VICTORIA
FOULMAN WALKER, a Certified Shorthand Reporter and
Registered Professional Reporter.

APPEARANCES

The Plaintiff was represented by
Mr. Ted H. Glander of The Sumner Firm, L.L.C., 301
E. Main St., Wood River, Illinois, 62095.

The Defendant, Springfield Sales and
Broker Supply, was represented by Mr. Francis X
Dolan, of the law firm of Anderson & Calvert, 300
South Rensley, Suite 710, St. Louis, Missouri
63105.

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The Defendant, Coker, was
represented by Mr. Perry J. Brundage of the Law
Office of Wilbur Smith, One Knappe Drive, Long
Grove, Illinois 60048.

The Defendant, Fibrelon,
Cheremon, Danika and Riley Suter, were
represented by Mr. William Smith of the law
office of Karwowski & Bailey, 24 Bruce Park,
St. Louis, Missouri 62204.

The Defendant, J. P. Smalton
Building Supply Company, was represented by Mr.
Gregory L. Matthews of the law office of Brown &
Macintosh, 300 North Broadway, Suite 700, St. Louis,
Missouri, 63102.

The Defendant, Georgia Pacific, was
represented by Mr. Stanley J. Spivey of the law
office of Hays & Brudley, 515 Olive Street, in St.
Louis, Missouri, 63101.

The Defendant, ACACII, Inc., was
represented by Mr. Beverly D. Gatter of the law
office of Finkbeiner, Shalton & Wynn, 100 South
6th Street, Suite 1110, St. Louis, Missouri, 63101.

The Defendant, Young Insulation, was
represented by Mr. Robert C. Anderson, of the law
firm of Belton, Ferguson, Baumkamp & Miller, P.C.,
One Pioneer Plaza, Suite 2300, St. Louis, Missouri,
63101.

The Defendant, Marmon-Walker and
A.P. Green, were represented by Mr. Jonathan
Gardner of the law firm of Sandberg, Plankin & von
Gomard, One City Center, Suite 1500, St. Louis,
MO, 63102.

The Defendant, Plankin, was
represented by Mr. Charles S. Miller of the law firm
of Sandberg, Plankin & von Gomard, One City
Center, Suite 1500, St. Louis, MO, 63102.

The Defendant, Garlick,
Pence-Windler, and Chicago Plankin, was
represented by Mr. Kevin Rodriguez of the law firm
of Siegel, McCandless, Singer & Mahoney, 330 North
Wacker, Suite 201, Chicago, Illinois 60611.

2 (Pages 2 to 5)

POHLMAN REPORTING COMPANY

EXAMINATION BY MS. GARNER

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1 that was within the jurisdiction of the St. Louis
 2 branch office, we would get credit.
 3 Q Can you identify any specific
 4 Armstrong products that you believe Armstrong
 5 Contracting & Supply would have gotten credit for
 6 the sale of?
 7 A They would have included Armstrong
 8 high-temp pipe covering block and cement. They
 9 would have included Armstrong insulation cement.
 10 Q But you have no basis for testifying
 11 that Armstrong Contracting & Supply would have
 12 received credit; would you?
 13 A Yes.
 14 Q You didn't keep the company books;
 15 did you?
 16 A No.
 17 Q You were not the superintendent of
 18 any jobs; were you?
 19 A No.
 20 Q You were not the material manager;
 21 were you?
 22 A Not exactly.
 23 Q You didn't keep any ledgers of
 24 sales; did you?
 25 A No.

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1 invoices, would they identify the products that
 2 were sold for which Armstrong Contracting and
 3 Supply was getting credit?
 4 A Yes.
 5 Q And a book of those products would
 6 have involved or included non-asbestos products; is
 7 that correct?
 8 A Correct.
 9 Q And those non-asbestos products
 10 would have included Armaflex; is that correct?
 11 A That's correct.
 12 Q And what about Armaglass?
 13 A Armaglass? Yeah.
 14 Q And Armalite would have been
 15 included on those; correct?
 16 A I suppose.
 17 Q You don't recall that one,
 18 specifically?
 19 A No.
 20 Q It would be true that the sales that
 21 you were describing for which Armstrong Contracting
 22 & Supply may have received credit from a shipment
 23 from Lancaster, Pennsylvania, would have been
 24 incidental to Armstrong Contracting and Supply's
 25 ongoing business in the St. Louis branch office?

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1 Q You didn't prepare any credit slips;
 2 did you?
 3 A Sometimes.
 4 Q That may have been a bad question.
 5 Not credit, as in the customer gets credit, but as
 6 in credit that should be attributed to Armstrong
 7 Contracting and Supply, based on an Armstrong sale
 8 in this area? You wouldn't have prepared a
 9 document like that; would you, for accounting
 10 purposes?
 11 A I wouldn't have prepared a document.
 12 There were documents like that; I would review and
 13 make sure that the math was right on them and that
 14 the discounts were properly applied.
 15 Q Where would those documents have
 16 been supplied from?
 17 MR. GIANARIS: Could you let him
 18 finish his answer, please, before you ask the next
 19 question? Thank you.
 20 A There were corporate invoices that
 21 came to the plant. Part of what I would do, in
 22 addition to some other people, I'd be another pair
 23 of eyes that would check the math, that the
 24 discounts were properly applied.
 25 Q (By Ms. Garner) Those corporate

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1 MR. GIANARIS: Object to the form.
 2 A Do you mean it wasn't their bread
 3 and butter?
 4 Q (By Ms. Garner) Right.
 5 A Yes.
 6 Q Armstrong Contracting & Supply's
 7 main source of income and profit was their contract
 8 work in which they supplied the labor and the
 9 materials to a specific job site according to
 10 specifications.
 11 A That was the majority of the
 12 percentage of profit dollars they brought in.
 13 Q And any sales that were made, if
 14 any, by the Armstrong Contracting & Supply St.
 15 Louis branch office, were a small portion, or made
 16 up a small portion of the branch offices' bottom
 17 line or profit?
 18 A It was smaller, percentage-wise,
 19 yeah. The vast majority of it, as you said, was
 20 from contracting.
 21 Q You would not be able to identify
 22 any specific products that were delivered or sold
 23 to a specific job site, as far as the sale or
 24 supply that Mr. Gianaris was asking you about, from
 25 the Armstrong Contracting & Supply St. Louis branch

13 (Pages 46 to 49)

EXAMINATION BY MS. GARNER

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1 office; would you?
 2 A I don't think I could be specific
 3 about that.
 4 Q You would not be able to testify
 5 that Armstrong Contracting & Supply, to use
 6 Mr. Gianaris' words, supplied or sold any materials
 7 to specific job sites?
 8 A I believe I could.
 9 Q What would be the basis of that
 10 knowledge?
 11 A Just trying to visualize, you know,
 12 a specific job site, and as you asked the question,
 13 I thought, kind of visualize a certain material
 14 that was at a specific job site, and I can do that.
 15 Q And I'm not talking now about
 16 materials on which ACandS - Armstrong Contracting
 17 & Supply was the contractor, but materials that
 18 ACandS may have sold or supplied directly from the
 19 Armstrong Contracting & Supply warehouse. You
 20 would not be able to identify a specific product
 21 delivered to a specific job site as a sale?
 22 A No.
 23 Q Isn't it true that you're not aware
 24 of Armstrong Contracting & Supply having any
 25 products in its warehouse that had the label,

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1 summer of '67 or the summer of '68?
 2 A I believe it would have been the
 3 summer of '67.
 4 Q So, your time in the Armstrong
 5 Contracting & Supply warehouse office of the St.
 6 Louis branch would have been limited to -- from the
 7 end of 1966 until sometime in 1967 at the outside,
 8 1968. So, we're talking about a period of six
 9 months to one year?
 10 A No, it was longer than that. I'm
 11 sorry I can't remember the exact dates, but your
 12 dates that you gave me for being in the field don't
 13 jive with my memory. I was in the field more like
 14 six or seven months.
 15 Q Were you working at the Armstrong
 16 Contracting & Supply warehouse and office as a
 17 permit helper at all before you became a
 18 salaried --
 19 A I think initially, and it was a
 20 favor to me. Once I became salaried, I made less
 21 money.
 22 Q So, it could have been sometime in
 23 the middle of 1966 that you actually went to the
 24 Armstrong Contracting & Supply St. Louis branch
 25 office and then you would have left sometime in the

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1 Armstrong Contracting & Supply, on it?
 2 A I don't recall that.
 3 Q And isn't it true that -- Strike
 4 that.
 5 MS. GARNER: Could I have just a
 6 minute?
 7 MR. GIANARIS: Sure.
 8 Q (By Ms. Garner) Do you recall the
 9 specific date when you left Armstrong Contracting &
 10 Supply?
 11 A I think it was -- I really don't.
 12 I'm doing good to remember years.
 13 Q After you left Armstrong Contracting
 14 & Supply, you went on to an insurance job; is that
 15 correct?
 16 A Yes.
 17 Q Do you recall when you started the
 18 insurance job, month and year?
 19 A I think it was like '67.
 20 Q You would have started the insurance
 21 job sometime in 1967?
 22 A '67 or '68.
 23 Q Do you recall the season?
 24 A Might have been in the summer.
 25 Q You believe that would have been the

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1 summer of 1967?
 2 MR. GIANARIS: Object to the form.
 3 A That sounds about right.
 4 Q (By Ms. Garner) And it's during
 5 that period of time that you had personal knowledge
 6 of the sales and supply, as Mr. Gianaris has
 7 described them, of Armstrong Contracting & Supply,
 8 that limited time period?
 9 A I believe so.
 10 Q During that period of time, you were
 11 not the accountant for the Armstrong Contracting
 12 and Supply branch office; were you?
 13 A No.
 14 Q And you would not have handled all
 15 the sales and supplies for that branch office
 16 during that period of time; would you have?
 17 A No.
 18 Q In fact, it would have been a small
 19 part of your job with all the other descriptions
 20 that you had, job duties you had at that time;
 21 isn't that correct?
 22 A It was a reasonable part of my job.
 23 Q But it was one of many of the
 24 multiple responsibilities that you've described;
 25 isn't that correct?

14 (Pages 50 to 53)

EXAMINATION BY MS. GARNER

Page 54 1 A Correct. 2 Q So, if we divided the multiple of 3 responsibilities you had evenly, it would have been 4 a small amount of time during the timeframe we've 5 described; isn't that correct? 6 MR. GIANARIS: Object to the form. 7 A That was involved in the sale? 8 Q (By Ms. Garner) Correct. 9 A No, I'd say at least 25 to 10 33 percent of what I was doing was that. 11 Q Can you identify the other 12 contractors to which Armstrong Contracting & Supply 13 may have supplied materials? 14 A I can remember a few. 15 Baldwin-Khoro-Hill, Rateman, R-A-T-I-C-A-N, Rateman 16 insulation; I believe that Stovey. Yeah, Stovey, 17 and possibly Insulating & Materials. 18 Q And you described a vice-versa 19 relationship with Brauer Supply, previously; is 20 that correct? 21 A Correct. And even with other 22 contractors. 23 Q So, they would be included on that 24 list; as well? 25 A Uh-huh.	Page 56 1 monies -- 2 A Yes. 3 Q -- from your case; isn't that 4 correct? 5 MR. GIANARIS: Objection. 6 Q (By Ms. Garner) And as part of your 7 lawsuit, you were deposed on two occasions; isn't 8 that correct? 9 MR. GIANARIS: Object to the form. 10 A Yes. 11 Q (By Ms. Garner) One time with the 12 camera like we have today, and one time without the 13 camera. Do you recall that? 14 A Yes. 15 MR. GIANARIS: Same objection. 16 MS. GARNER: Could we take a break? 17 Do you have questions? 18 MR. GIANARIS: Yes. 19 MS. GARNER: I'll pass the witness 20 for now. 21 [FURTHER EXAMINATION] 22 QUESTIONS BY MR. GIANARIS: 23 Q Bob, the topics we're discussing, 24 we're going back a few years, obviously; aren't we? 25 A Yes.
Page 55 1 Q Is that a "yes"? 2 A Yes. 3 Q You testified when Mr. Gianaris was 4 asking some questions, that you had a basic 5 knowledge of the insulating supply and contracting 6 business in the St. Louis area; is that correct? 7 A Yes. 8 Q Isn't it true that there were other 9 sources of Armstrong products other than Armstrong 10 Contracting & Supply? 11 A Yes. 12 Q You had your own lawsuit in which 13 you sought to recover for the mesothelioma that you 14 described earlier; isn't that correct? 15 A Correct. 16 Q And that lawsuit was set for trial 17 in the summer of 2000; isn't that correct? It was 18 set for trial in the summer of 2000? 19 A (Shakes head.) No. 20 Q Let me ask it a different way. 21 Your lawsuit has been resolved; 22 hasn't it? 23 A I'm not sure I can answer yes to 24 that. 25 Q You've received some settlement	Page 57 1 Q It's pretty hard to think back 30 2 years and remember when a question's phrased to you 3 in specifics, to remember specific instances, at 4 specific times, with specific products; isn't it? 5 A Yes, it is. 6 Q And although you can't recall a 7 specific job site where a specific 8 asbestos-containing product was supplied from the 9 ACandS warehouse, do you know, in general, that 10 asbestos-containing products were supplied from the 11 ACandS warehouse to jobs throughout the St. Louis 12 geographic area? 13 A Absolutely. 14 Q Now, on cross examination, you made 15 a statement I want you to explain. Please explain 16 to me what you mean by other sources of Armstrong 17 products, other than Armstrong Contracting & 18 Supply. 19 A You could end up -- You could end up 20 purchasing your own product from another 21 competitor, or from Brauer Supply. 22 Q You, being ACandS, when you say 23 "you," ACandS could -- 24 A ACandS could end up purchasing 25 Armstrong products back from a competitor or from

FURTHER EXAMINATION BY MR. GIANARIS

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1 Bruner Supply. When a job would get finished and
2 materials were left over, it would go back to that
3 contractor's warehouses, and at a point in time
4 where you would need -- that's the vice-versa of
5 before, when you needed a certain insulation size
6 and thickness, you would call around to try to fill
7 in the gaps of what you had, and what you could get
8 from the best source available.

9 Q Okay.

10 A And the more you did that, the more
11 it costed you. The more you called around, the
12 higher the price got.

13 Q Kind of got stepped on all the time;
14 the price went up a bit? Is that right?

15 A Yes.

16 Q But when that product first entered
17 the stream of commerce and went to one of these
18 suppliers or contractors, it either came from
19 ACandS or from Armstrong, and ACandS received a
20 credit; is that correct?

21 A That's my understanding, yes.

22 MR. GIANARIS: Thank you. That's
23 all I have.

24 MS. GARNER: Could we take a break
25 real quickly?

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1 MR. GIANARIS: Thank you.

2 VIDEO TECH: That concludes the
3 Evidentiary Deposition of Mr. Robert Wright.

4 MR. GIANARIS: Waive.
5
6

7 [Whereupon, the signature of the
8 witness was waived by consent of the witness.]
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1 MR. GIANARIS: Sure. I mean, I only
2 asked two questions. So, your cross is now limited
3 to the scope of my redirect. So, I mean, you don't
4 have a whole lot to ask now. How long do you need?

5 MS. GARNER: Just a few minutes.

6 Ted. You can just sit here if you want. I thought
7 you might want to take a break.

8 VIDEO TECH: We have to make a tape
9 change in five minutes.

10 MR. GIANARIS: We certainly don't
11 need five minutes. You can just stop the tape.

12 VIDEO TECH: Stop the tape?

13 MR. GIANARIS: Yes.

14 (Whereupon, there was a brief
15 recess.)

16 MS. GARNER: We're back on the
17 record. Mr. Wright, I'm not going to ask you any
18 further questions now, but I will reserve the right
19 to re-depose you and conduct a Discovery Deposition
20 as we discussed at the beginning of the deposition
21 on the issues that were not previously covered by a
22 Discovery Deposition and that were explored during
23 this Evidence Deposition and touched on by
24 Mr. Gianaris. And with that, I'll conclude the
25 deposition.

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1 I, VICTORIA POHLMAN WALKER, C.S.R.,
2 R.P.R., do hereby certify that pursuant to
3 stipulation there appeared before me at The Simmons
4 Firm, 301 Evans Avenue in East Alton, Illinois,
5 ROBERT E. WRIGHT, who was first duly sworn by me to
6 testify to the whole truth of all knowledge
7 touching and concerning the matters in controversy
8 aforesaid in this cause; that the witness was
9 thereupon carefully examined under oath, and that
10 said examination was reduced to writing by me, and
11 that it is a correct record of the testimony given
12 by the witness.

13 I further certify that I am neither
14 attorney nor counsel for, nor related, nor employed
15 by any of the parties to the action in which this
16 deposition is taken; further that I am not a
17 relative or employee of any attorney or counsel
18 employed by the parties hereto, or financially
19 interested in this action.

20 IN WITNESS WHEREOF, I have hereunto
21 set my hand on this 12th day of April, 2001.
22

Victoria Pohlman Walker
23
24
25

EXAMINATION BY MR. GIANARIS

Page 14

1 Q Did you work for AC&S?
 2 A Yes.
 3 Q Out of the St. Louis office?
 4 A Yes.
 5 Q When was that? When did you work
 6 for AC&S out of the St. Louis office?
 7 A I started work for AC&S in 1965.
 8 Q And how long did you work for AC&S?
 9 A About two and-a-half years.
 10 Q So, until sometime, end of '67 or
 11 end of '68?
 12 A That's right.
 13 Q What was your job at AC&S; if you
 14 could just give us the jobs you held?
 15 A Initially, I was a permit asbestos
 16 worker's helper, which is like a laborer in the
 17 field, helping the journeymen mechanic insulators
 18 with materials.
 19 Q Okay. A go-for basically, and a
 20 helper?
 21 A A lug, a helper.
 22 Q A lug. That's the term you all used
 23 in the industry, a lug?
 24 A That's correct.
 25 Q So, how long were you a lug,

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1 warehouse, too.
 2 Q Okay. Very good. Prior to the time
 3 you began working for AC&S in 1965, did your father
 4 work for AC&S?
 5 A Yes.
 6 MS. GARNER: Objection. Leading.
 7 Q (By Mr. Gianaris) Your father's
 8 name was Robert, also?
 9 A No, George T. Wright.
 10 Q Okay. I thought --
 11 A I was named after my grandfather.
 12 Q So, your son is the Third?
 13 A Correct.
 14 Q Very good. But your father worked
 15 for AC&S prior to you working for AC&S?
 16 A That's right.
 17 Q And how many years did your dad work
 18 for AC&S?
 19 A Dad was a pipe coverer. I'm not
 20 sure exactly how long before I went to work for
 21 AC&S that dad was with AC&S, but it was several
 22 years.
 23 Q So, from 19 -- and then, let me go
 24 forward a little bit. From 1969 to 1975; you
 25 worked for another company, Keene; is that correct?

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1 approximately?
 2 A About seven months.
 3 Q Then what did you do with AC&S?
 4 A Then I went to work in the office
 5 and warehouse of AC&S on Odell Street in St. Louis.
 6 Q And what was your job at the office
 7 and warehouse?
 8 A I was the office manager/warehouse
 9 manager and did inside sales.
 10 Q Okay. Explain to the ladies and
 11 gentlemen of the jury just with a little more
 12 detail, what that entailed on a daily basis.
 13 A I was responsible for assisting and
 14 ordering materials, keeping inventory of materials,
 15 handling certain sales, inside sales where people
 16 would buy materials. I would be involved with the
 17 fabrication shop that was in the warehouse that was
 18 assisting with orders, both from jobs and
 19 purchasing of materials by other companies. I was
 20 learning, estimating and that's about it.
 21 Q Now, prior to the time you began --
 22 A Excuse me. I also began -- did work
 23 in the warehouse and helped out with the truck
 24 driver and the warehouseman when they needed help
 25 unloading materials and cleaning up in the

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1 A Correct.
 2 Q Was Keene in the same industry that
 3 AC&S was in?
 4 A Yes.
 5 Q Tell the ladies and gentlemen of the
 6 jury a little bit about Keene. What did they do?
 7 Were they a contracting and supply outfit?
 8 A They were. They were very similar
 9 to AC&S, in that both of them had the mother
 10 corporation manufacture insulation materials, as
 11 well as sold them and installed them.
 12 Q So, from '69 -- let me back up a
 13 minute.
 14 During the period of time that you
 15 worked for Keene, did you have interaction with
 16 AC&S as a business entity?
 17 MS. GARNER: Objection. Leading.
 18 Lack of foundation.
 19 A Yes.
 20 Q (By Mr. Gianaris) And did you
 21 have -- During the period of time you worked for
 22 Keene, did you have interaction on a regular basis
 23 with AC&S employees out of the St. Louis office?
 24 A Yes.
 25 Q So, to summarize, would you agree

5 (Pages 14 to 17)

EXAMINATION BY MR. GIANARIS

Page 18

1 that you're basically familiar with Armstrong
2 Contracting and Supply's business operation from
3 sometime when your father began working for them
4 until at least '75?

5 MS. GARNER: Objection. Leading.

6 A Yes.

7 Q (By Mr. Gianaris) Now, during this
8 same period of time, were you familiar with the
9 insulating and contracting supply industry in St.
10 Louis in general, not just AC&S and Keene, but in
11 general?

12 A Yes.

13 Q Please tell the jury what type, in a
14 little more detail, what type of business Armstrong
15 Contracting & Supply engaged in during this period
16 of time.

17 A As the name implies, they were an
18 insulation contractor and a supply company of
19 insulation materials. They would insulate any
20 vessels, any pipes that needed insulation materials
21 by supplying the labor to do so, and the materials
22 to do so, and then they supplied both on a retail
23 and a commercial and industries aspect, materials
24 to other people.

25 MS. GARNER: I'm going to object

Page 20

1 the record?

2 MR. GIANARIS: Yes.

3 VIDEO TECH: We're off the record.

4 (Whereupon, there was a brief

5 discussion off the record.)

6 MR. GIANARIS: My point is this,
7 your objection is well noted. You may be right.
8 You may be wrong. I'm not the judge.

9 My point is, I need to take this
10 deposition in a way that it can be played at trial
11 if the judge so allows me to play it. Okay? If we
12 continue to make objections throughout -- your
13 objection is going to be the same, regardless.
14 It's ongoing. It's a continuing objection.

15 MS. GARNER: Only to the issues when
16 you do go beyond the Discovery Deposition. Perhaps
17 if you're agreeing that there may be a question for
18 the judge to answer as to whether or not we are
19 entitled to a Discovery Deposition before this
20 evidence deposition proceeds, we should call Judge
21 Byron and Judge Dirker now.

22 MR. GIANARIS: No, I'm not agreeing
23 to that.

24 MS. GARNER: Then I'm going to have
25 to stop the deposition and I will have to go call

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1 now, and we are going beyond the Discovery
2 Deposition that was taken on May 2nd, 2000.
3 Defendant ACandS objects to this deposition
4 proceeding on the knowledge that -- of Mr. Wright,
5 on the knowledge that he has concerning the retail
6 sales of any of ACandS, because that was not part
7 of his Discovery Deposition or his Evidence
8 Deposition taken last May.

9 MR. GIANARIS: For the record, and
10 please, if you're going to make objections, can you
11 wait until after he finishes his question, so I
12 don't have to re-ask it?

13 MS. GARNER: No, I thought I did.
14 I'm sorry.

15 MR. GIANARIS: No, you stopped on
16 his question. Secondly, that's the same objection
17 you made at the beginning of the deposition, and we
18 agreed to make objections only to form during the
19 deposition.

20 MS. GARNER: I know, Ted, but as
21 we're going to this area, I have to point it out.

22 MR. GIANARIS: You can point it out
23 to the judge. Can we go off the record for a
24 moment?

25 VIDEO TECH: Excuse me. Are we off

Page 21

1 the judge, because I think that you've agreed that
2 there is a question whether or not this Evidence
3 Deposition should go forward without a Discovery
4 Deposition.

5 MR. GIANARIS: I'm agreeing you have
6 a question. You have an issue. I can't say no,
7 there's not a question if you're, you know,
8 asserting a question. How can I say there's not a
9 question? I don't agree with it.

10 MS. GARNER: Then we need to call
11 the judge and have the judge resolve that issue.

12 MR. GIANARIS: We don't have to do
13 that. The judge can resolve it at the time of the
14 trial.

15 MS. GARNER: If the deposition's
16 already taken without me being able to take a
17 deposition over the new issues, it will be too
18 late, and you will already have time to talk to the
19 judges now before the Evidence Deposition goes
20 forward.

21 MR. GIANARIS: Okay. Very well. I
22 understand what you're saying. I disagree. I
23 don't want this man -- He's here for a short period
24 of time. He's ready to leave very shortly. I'm
25 not going to stay around and try to call the judge

EXAMINATION BY MR. GIANARIS

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1 at this time. If you want to go call the judge,
2 that's fine, but we're going to continue with the
3 deposition.

4 My point is, this is no different
5 than any objection made in an Evidence Deposition.
6 They're reserved. If the judge decides that you
7 have a right to a Discovery Deposition, then I
8 can't use the Evidence Deposition. It's as simple
9 as that.

10 MS. GARNER: No, it is different.
11 because an Evidence Deposition cannot go forward
12 over issues that have not been covered by a
13 Discovery Deposition in the State of Illinois.

14 MR. GIANARIS: I realize that, but
15 what difference does it make if it goes forth if we
16 can't use it? We can use it for a bird cage. If I
17 can't use it, it doesn't make any difference if it
18 goes forward or not. If it's not admissible, it's
19 not admissible.

20 We're going to finish the deposition
21 now. We made an agreement before the deposition
22 that you would have a continuing objection and you
23 would object to form only.

24 MS. GARNER: But I cannot -- If we
25 go further afield, Ted, I am going to have to

Page 24

1 between the questions, rather than pontificating
2 between the questions, so we don't have to edit
3 this thing and break up the flow?

4 MS. GARNER: That's fine. We'll see
5 how it goes, if I do need to stop you, Ted. If
6 it's egregious off the beaten path, I have to stop
7 the record. I can't agree because I don't know
8 what you're going to ask him.

9 (Whereupon, the reporter read back
10 the last question as requested.)

11 VIDEO TECH: We're back on the
12 record.

13 Q (By Mr. Gianaris) Bob, did ACandS
14 have similar locations throughout the company?

15 MS. GARNER: Objection. Leading.
16 Lack of foundation.

17 A Yes.

18 Q (By Mr. Gianaris) Did the St. Louis
19 office have a general geographic territory?

20 A Yes.

21 Q I think the video might not come out
22 properly on the previous question. I'm going to
23 ask it again.

24 Did ACandS have similar locations
25 throughout the country?

Page 23

1 interrupt you and call the judge and see if we can
2 get relief so that we can conduct a Discovery
3 Deposition before you put on videotaped evidence
4 testimony that we have not had an opportunity to
5 depose Mr. Wright on in a Discovery Deposition.

6 MR. GIANARIS: We're beating a dead
7 horse. Can we agree to this? Can we agree that
8 you will make your objection now, and then we'll
9 start back, and that your objection will continue
10 throughout the deposition and you won't -- I have
11 like ten more questions -- that you won't interrupt
12 between each question? Can we agree with that?

13 MS. GARNER: I don't know what your
14 questions are going to be. I will ask you to go
15 off the record instead of making an objection on
16 the record and we can discuss it.

17 MR. GIANARIS: Can you just -- I
18 don't want to do that. I don't want to break up
19 the deposition. Can you say, "Same objection"?

20 MS. GARNER: It's continuing to
21 every question that has not been covered by
22 Discovery Deposition.

23 MR. GIANARIS: Right. Can you just
24 say after my question, if you think you need to
25 reassert the objection, just say "Same objection"

Page 25

1 MS. GARNER: Objection. Leading.
2 Lack of foundation.

3 A Yes. Yes, they did.

4 Q Why were you generally familiar with
5 ACandS's operations in a general way throughout the
6 company, other than just St. Louis? Did you have
7 interaction with them?

8 A I had interaction with some of the
9 other branches of ACandS.

10 Q And as far as you know, they
11 operated in the same way the St. Louis branch
12 operated?

13 A Yes, they did.

14 Q And you told me St. Louis -- the St.
15 Louis branch had a general geographic territory.
16 What was that geographic territory?

17 A I'm not sure as to the exact
18 delineation of that, but in general, it was at
19 least 150-mile radius from the St. Louis branch
20 office.

21 Q Okay. In this geographic territory,
22 how did ACandS compare in size to other companies
23 in the industry?

24 MS. GARNER: Objection. Leading.
25 Lack of foundation.

7 (Pages 22 to 25)

EXAMINATION BY MR. GIANARIS

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1 A At the time I worked for ACandS,
2 they were the leader in the St. Louis area.

3 Q (By Mr. Gianaris) Okay. I just
4 want to concentrate for a minute on the supply
5 aspect of ACandS' operation.

6 MS. GARNER: Same objection.

7 Q (By Mr. Gianaris) Please explain
8 the supply aspect the ACandS's operation. What
9 were the methods of supply in a little more detail?

10 A ACandS would supply, for their own
11 jobs, for other contractors' jobs, and for other
12 people that needed insulation materials, both in
13 factory direct shipments from Lancaster,
14 Pennsylvania, and also from their warehouse to the
15 job site, or to another contractor, or in other
16 supply houses' warehouse.

17 Q Was there a retail aspect of ACandS'
18 operation in St. Louis?

19 MS. GARNER: Objection. Leading.
20 Lack of foundation.

21 A There was. It was not all that
22 uncommon for individual homeowners to call and want
23 to purchase such items as decorative cork for a
24 rathskeller, corkboard. Sometimes Armalex
25 sheeting materials.

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1 that correct?

2 A Correct.

3 Q What was ACandS' relationship to the
4 factory direct sales method?

5 A If it was within the jurisdiction of
6 ACandS in St. Louis, then they would receive some
7 type of credit for that sale.

8 Q Okay. So, if it was basically
9 within this rough 150-mile radius of the St. Louis
10 office, any direct sales in that area of Armstrong
11 products would be credited to ACandS?

12 MS. GARNER: Objection. Calls for
13 speculation. Misstates prior testimony.

14 Q (By Mr. Gianaris) Is that correct?

15 A I believe it is, yes.

16 Q And this would then go to the local
17 ACandS, or the St. Louis ACandS branch offices'
18 bottom line, basically?

19 A Correct.

20 Q And you mentioned salesmen from
21 Lancaster, Pennsylvania. They would -- These
22 salesmen would coordinate sales to other
23 contractors through ACandS; is that right? Or
24 explain that a little more, please.

25 A Armstrong had salespeople who would

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1 Q So, someone could walk in off the
2 street and purchase insulation from ACandS?

3 A Yeah, it happened every now and
4 then. We had to be real careful about charging
5 sales tax to the retail sales. Where we had to get
6 a Federal tax ID from the other people who didn't
7 want to have tax charged.

8 Q And then -- Can you tell me a little
9 bit more what you mean by factory direct shipments?

10 A Since ACandS, Armstrong, which to me
11 while I was working for them was one in the same --
12 it was synonymous -- Armstrong would manufacture
13 the materials, and Armstrong would either, if it
14 was a factory direct shipment, and they had a large
15 job in a powerhouse that would be shipped directly
16 from Lancaster, Pennsylvania to the job site, or if
17 the Armstrong salesman had coordinated it through
18 the branch manager or the regional manager in St.
19 Louis to have it shipped to the job site of another
20 company, it would be done that way. We might not
21 ever reach the warehouse in St. Louis. That's a
22 factory direct shipment.

23 Q So, a factory direct shipment would
24 be straight from the Armstrong manufacturing
25 facility to another contractor or an end user; is

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1 come to St. Louis and work with the regional
2 manager, the branch manager, regarding the sale of
3 materials, both for ACandS' needs, for their
4 contracts, their jobs, as well as other people that
5 were wanting to purchase the materials. Not every
6 contractor in St. Louis was a manufacturer. In
7 fact, most of the other contractors were not
8 manufacturers.

9 Q Okay.

10 A So, that salesman would do most of
11 the leg work, in coordinating all of that, but
12 include the St. Louis office in that sale.

13 Q So, all these methods of supply we
14 just went over, they're all attributed, one way or
15 another, to the ACandS branch office?

16 A Yes.

17 Q Is it possible for a person to have
18 worked with or around an insulating product
19 attributable to ACandS without an ACandS contractor
20 being on the job site?

21 A Yes.

22 Q Would this hold true for all
23 insulating products ACandS carried?

24 MS. GARNER: Objection. Vague and
25 ambiguous. Overly broad, compound.

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1 Deposition of ROBERT E. WRIGHT,
2 taken by and on behalf of the Plaintiffs, on April
3 10, 2001, at The Simmons Firm, 301 Evans Avenue, in
4 Wood River, Illinois, before VICTORIA FOHLMAN
5 WALKER, a Certified Shorthand Reporter, and
6 Registered Professional Reporter.

7 *****

8 ROBERT E. WRIGHT,

9
10 of lawful age, being produced, sworn, and examined
11 on the part of the Plaintiffs, after being sworn to
12 tell the truth, deposes and says:

13 ***

14 MS. GARNER: This is Beverly Garner
15 on behalf of Defendant, ACandS, and we are about to
16 start the evidence deposition of Mr. Robert Wright
17 that has been noticed in re: All Simmons Cases
18 Pending in Madison County, Illinois and pending in
19 the City of St. Louis, asbestos cases.

20 Mr. Robert Wright was previously
21 deposed in a Discovery Deposition on May 2nd, 2000
22 and an Evidence Deposition on May 5, 2000. Both
23 depositions were comprehensive as to his employment
24 and his exposure histories.

25 Mr. Wright is being offered today. I

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1 prejudiced in their preparation and taking of this
2 deposition because they cannot foresee or predict
3 or formulate the case-specific issues that may
4 arise in individual cases, and to that extent,
5 defendants reserve the right to re-depose the
6 witness in specific cases as the need arises.

7 MS. LaCONTE: Can we have a
8 stipulation that an objection by one defendant is
9 an objection for all?

10 MR. GIANARIS: Yes.

11 MS. GARNER: And a stipulation that
12 objections, except those to form, are preserved?

13 MR. GIANARIS: Yes, as long as you
14 all will do that for me, and only object to form,
15 but that's usually not the way you operate. Do I
16 have an agreement you'll only object to form so
17 this will go smoothly?

18 MS. LaCONTE: Yes.

19 MR. GIANARIS: Relevance, you're
20 going to leave it alone and all of that?

21 MS. GARNER: Right.

22 MR. GIANARIS: Thank you. That's a
23 good Quid pro quo. We'll do that.

24 VIDEO TECH: My name is Donald L.
25 McVey. I'm the owner of Metro Media Productions

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1 understand, as a site witness. To the extent Mr.
2 Wright's testimony today goes beyond his prior
3 Discovery Deposition, Defendant ACandS objects on
4 the basis that under Illinois Law, defendants have
5 not been given an opportunity to conduct a
6 Discovery Deposition over any new areas, including
7 job sites not identified in his prior depositions.
8 In that regard, to the extent this deposition will
9 cover areas or subjects included in the prior
10 Discovery and Evidence Deposition, this deposition
11 is repetitive and duplicative. Defendant ACandS
12 has offered to stipulated to the use of
13 Mr. Wright's prior evidence deposition as a site
14 witness deposition in re: All Simmons Litigation.
15 The deposition has been noticed in re: All Simmons
16 litigation pending in Madison County, and the City
17 of St. Louis.

18 Defendant ACandS objects to the
19 notice as served in the City of St. Louis cases, in
20 that such a notice is not foreseen by the standard
21 pretrial order applicable to those cases and
22 because the law in the State of Missouri is
23 distinctly different than that in Illinois.

24 Because the deponent is not being
25 offered in specific cases, the defendants are

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1 located at 120 West Third Street, Roxana, Illinois.
2 I'm the operator of the audiovisual recording
3 device to be used in this deposition. Today's date
4 is Tuesday, April the 10th, 2001. The time is
5 10:44 a.m. This deposition is being taken at The
6 Simmons Firm, 301 Evans Avenue, Wood River,
7 Illinois, 62095. This deposition is being taken in
8 the case of All Asbestos Litigation filed by the
9 Simmons Firm, LLC, versus A. P. Green Industries,
10 Incorporated, et al., filed in the Circuit Court,
11 Third Judicial Circuit, Madison County, Illinois,
12 and in the Circuit Court, State of Missouri, 22nd
13 Judicial Circuit, City of St. Louis.

14 This is the Evidentiary Deposition
15 of Mr. Robert Wright and is being taken pursuant to
16 Illinois Supreme Court Rule 206 and other
17 applicable rules and statutes.

18 You may swear the witness.

19 (Witness was sworn by the court
20 reporter.)

21 [EXAMINATION]

22 QUESTIONS BY MR. GIANARIS:

23 Q Good morning, Mr. Wright. How are
24 you today?

25 A Good morning. Fine.

3 (Pages 6 to 9)

EXAMINATION BY MR. GIANARIS

Page 10

1 Q Can I call you Bob?
 2 A You can.
 3 Q Okay. Thank you. Please state your
 4 full name and address for the record, sir.
 5 A Robert Edward Wright.
 6 Q And where do you live?
 7 A I live at 61 Berry Court in St.
 8 Louis.
 9 Q Is that in St. Louis County?
 10 A St. Louis County.
 11 Q And your birthday is?
 12 A 4-15-45.
 13 Q So, this Sunday is your birthday?
 14 A Yes, Sunday is my birthday.
 15 Q Birthday falls on Easter Sunday this
 16 year?
 17 A Yes, this year.
 18 Q Sir, you understand this testimony
 19 is being transcribed and videotaped and may be
 20 played at trial?
 21 A Yes.
 22 Q And you understand the oath you just
 23 gave is just as though you were on the witness
 24 stand in front of the jury at trial?
 25 A Yes.

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1 basis?
 2 A Because of my health. I just
 3 recently had surgery again.
 4 Q Okay. Well, tell the ladies and
 5 gentlemen of the jury about the condition you
 6 suffer from, please.
 7 A March of last year I was diagnosed
 8 with mesothelioma, pleural, malignant mesothelioma,
 9 which is cancer of the lining of the lung and the
 10 surrounding area around the lung. After diagnosis,
 11 I explored the possibility of, after being told
 12 that there really wasn't anything they could do for
 13 me, that I had a couple of months to live, after we
 14 got over the initial shock, began exploring
 15 treatment options.
 16 So, we went to Boston. We went to
 17 Detroit. We checked in St. Louis, and ended up in
 18 May of last year, May of 2000, having a surgical
 19 procedure called an extra pleural pneumonectomy,
 20 where they removed my left lung, the diaphragm, and
 21 sewed a Gortex patch where my diaphragm used to be.
 22 Then about a month -- and then I, a
 23 month after that, started chemotherapy. I only
 24 completed one cycle because I didn't handle it too
 25 well.

Page 11

1 Q Sir, I want you to tell us a little
 2 bit about your family. I just want to go through
 3 some background and allow the jury to become
 4 familiar with you.
 5 A Okay. I have a wife, Pamela --
 6 Q Okay.
 7 A -- who taught school for the last 22
 8 years and no longer is teaching. She's retired
 9 now.
 10 Q Okay.
 11 A We have a daughter, Molly, who's
 12 going to Indiana University in Bloomington,
 13 Indiana. A son, John, who's finishing up eighth
 14 grade at Brentwood Middle School.
 15 Q Okay.
 16 A And I have three children from a
 17 previous marriage who are all grown, Michelle, who
 18 is married and has four children, and Robert, III,
 19 who is married and they don't have children yet,
 20 and Theresa who is married and doesn't have
 21 children yet.
 22 Q Okay. Very well. Now, are you
 23 working now, Bob?
 24 A I am working on a limited basis.
 25 Q Why are you working on a limited

Page 13

1 Q Okay. Since then, what sort of
 2 treatment have you had?
 3 A Since then I've had no treatment up
 4 until about five weeks ago when -- actually two
 5 months ago, it was discovered that I had a
 6 recurrence of tumor between my chest wall and the
 7 surface on my back, in the area of the original
 8 thoracoscopy when I was diagnosed. So, I returned
 9 to Detroit about a month ago and had the multiple
 10 tumors removed, excised, and began ten days ago on
 11 an experimental drug treatment that's called
 12 antiangiogenesis, which is to reduce the growth of
 13 any tumors that may -- any cancer cells that may
 14 still be in my body.
 15 Q How are you feeling today?
 16 A Feel pretty good.
 17 Q We'll try to make this short and
 18 sweet for you.
 19 A That's fine.
 20 Q I want to go back a few years. I
 21 want to talk to you about your work career.
 22 A Okay.
 23 Q Are you familiar with the company
 24 known as Armstrong Contracting & Supply or AC&S?
 25 A Yes.

4 (Pages 10 to 13)

EXAMINATION BY MR. GIANARIS

Page 30

1 A Yes.
 2 Q (By Mr. Gianaris) Okay. Now I want
 3 to talk to you a little bit about this relationship
 4 with Armstrong.
 5 Did ACandS carry insulation products
 6 that had the trade name, Armstrong, on the
 7 products?
 8 MS. GARNER: Objection. Leading.
 9 A Yes.
 10 Q (By Mr. Gianaris) Tell the jury
 11 about -- I just want you to explain a little bit
 12 about ACandS' relationship to the Armstrong
 13 insulation products.
 14 A Well, ACandS' relationship to
 15 Armstrong insulation products, to me, at the time I
 16 worked for ACandS, were one in the same. They were
 17 synonymous.
 18 Q Okay.
 19 A I didn't differentiate Armstrong and
 20 ACandS.
 21 Q Okay. So, ACandS carried Armstrong
 22 insulating products; is that correct?
 23 A That was the product of choice, yes.
 24 Q The product of choice, okay. ACandS
 25 also carried other manufacturers' insulating

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1 fill the balance of their order. So, we would
 2 sell, as an example, to Braner Supply, the
 3 materials that we had. Might be Armstrong
 4 materials, might be Owens-Corning materials. Might
 5 be any variety of materials, but the size and the
 6 thickness was what people who were calling to fill
 7 their order would want.
 8 Q Okay.
 9 A And we would do it vice-versa.
 10 Q Okay. So, in addition to supplying
 11 Armstrong, or insulating products, other insulating
 12 products to companies like Braner Supply, if there
 13 was an Armstrong product on a job, was it somehow
 14 attributable to ACandS?
 15 MS. GARNER: Objection. Calls for
 16 speculation.
 17 A I believe so.
 18 Q (By Mr. Gianaris) Tell us how. Why
 19 do you say that?
 20 A If there was an Armstrong product on
 21 a job site at some point in time, it either was
 22 shipped directly from the Armstrong factory or it
 23 was shipped from the warehouse of ACandS. Again,
 24 they were synonymous to me.
 25 Q If it was shipped directly from the

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1 products?
 2 A Correct.
 3 Q But more Armstrong than the others?
 4 A It was a product of choice. If you
 5 could purchase Armstrong insulation materials, and
 6 usually you could, at a price less than you could
 7 get it from someone else, then it was beneficial to
 8 ACandS in St. Louis to purchase it from Armstrong.
 9 Q Now, pursuant to how we defined or
 10 explained the term "supply," during the period of
 11 time you were familiar with ACandS' operation, did
 12 any other company in the St. Louis area, in this
 13 geographic territory, supply Armstrong insulation?
 14 MS. GARNER: Objection. Calls for
 15 speculation; lack of foundation.
 16 A Almost any -- As an example, Braner
 17 Supply was a local supply company that also handled
 18 both retail, commercial, and industrial sales, and
 19 if Braner Supply was filling an order for one of
 20 our competitors -- from.
 21 MR. DUDA: Pardon me. I object.
 22 Not responsive. Subject to the objection, go
 23 ahead.
 24 A Then they would call and see if we
 25 had different sizes and thicknesses of materials to

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1 Armstrong warehouse, other than your feeling that
 2 they were synonymous, would ACandS have some sort
 3 of hand in that business relationship, in that
 4 transaction?
 5 MS. GARNER: Same objection.
 6 A They probably did. I couldn't say
 7 with 100 percent certainty.
 8 Q (By Mr. Gianaris) Okay. Well, did
 9 ACandS receive some sort of sales credit for it?
 10 MS. GARNER: Objection. Calls for
 11 speculation. Lack of foundation.
 12 A They did.
 13 Q (By Mr. Gianaris) They did, oh.
 14 So, although they may not have been involved in the
 15 direct sale or the actual seller to buyer
 16 communications, they will at least receive a credit
 17 because it was in their geographic territory?
 18 A Right, but I would have no way of
 19 knowing necessarily if that material was -- for
 20 instance, there could have been Armstrong materials
 21 on a job site that originally were handled through
 22 the Cincinnati branch, and they may have received
 23 credit for that material.
 24 Q I see. Through another ACandS
 25 branch office?

EXAMINATION BY MR. GIANARIS

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1 A Correct.
 2 Q Somehow migrated down this way?
 3 A Correct.
 4 Q Very good. So, my question maybe
 5 wasn't specific enough.
 6 Although it may not have come --
 7 Although the St. Louis ACandS branch may not have
 8 had a hand in the sale or transaction, some ACandS
 9 branch did?
 10 A Right.
 11 Q So, for the period of time we're
 12 talking about, when you had knowledge of ACandS'
 13 operation, during that period of time, if a worker
 14 was exposed to any type of Armstrong insulation,
 15 ACandS had some relationship to the sale; is that
 16 correct?
 17 MS. GARNER: Objection. Leading.
 18 Lack of speculation (sic.). Lack of foundation.
 19 MR. GIANARIS: Thanks.
 20 MS. GARNER: Calls for speculation.
 21 Q (By Mr. Gianaris) I'm going to
 22 rephrase my question. It probably wasn't a very
 23 good question.
 24 Pursuant to your knowledge of the
 25 ACandS operation, during the period of time we're

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1 [EXAMINATION]
 2 QUESTIONS BY MR. BOYLE:
 3 Q Mr. Wright, just a couple of quick
 4 questions.
 5 I read the deposition that you gave
 6 in May of 2000, and I understand that you, in
 7 addition to working in and around the warehouse and
 8 facilities of ACandS, you also worked at other
 9 locations, such as Coffeen and Baldwin Power
 10 Plants; is that true?
 11 A That's correct, but not while I was
 12 with ACandS.
 13 MR. BROWDER: Objection. Beyond the
 14 scope of direct.
 15 Q (By Mr. Boyle) Was it before that
 16 time?
 17 A No, afterwards.
 18 Q Afterwards, okay. And also, what
 19 other facilities have you worked?
 20 MR. MEADOWS: Object. Beyond the
 21 scope.
 22 MR. BROWDER: Join.
 23 A When I was working for ACandS.
 24 Q (By Mr. Boyle) At any time in your
 25 job, any job site that you may have worked at,

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1 discussing --
 2 MS. GARNER: What is that period of
 3 time, if we could describe that again?
 4 MR. GIANARIS: No, I've laid my
 5 foundation.
 6 Q (By Mr. Gianaris) If a worker was
 7 exposed to any type of Armstrong insulation, who
 8 was it supplied by?
 9 MS. GARNER: Objection. Lack of
 10 foundation. Calls for speculation.
 11 A It was supplied by Armstrong.
 12 Q (By Mr. Gianaris) Okay. And would
 13 ACandS have a hand in that transaction?
 14 MS. GARNER: Objection. Leading.
 15 Lack of foundation. Calls for speculation.
 16 A I believe so.
 17 MR. GIANARIS: Thanks. That's all I
 18 have.
 19 MS. GARNER: Could we take a short
 20 break?
 21 MR. GIANARIS: Sure.
 22 VIDEO TECH: Going off the record.
 23 (Whereupon, a recess was taken.)
 24 ***
 25

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1 where you -- were you working around anything that
 2 may have contained asbestos?
 3 A You want the locations?
 4 Q No, just general, the general sites,
 5 the names. Was it Shell?
 6 A Oh, okay. Mansion House, Universal
 7 Atlas Cement Plant. I have been at Shell, Central
 8 Illinois Power Station, Illinois Power, various
 9 power plants with these two.
 10 Q At any of the job sites where you
 11 worked, including ACandS, is it true that neither
 12 you, nor any other worker that you saw, wore a mask
 13 or respirator?
 14 MR. MEADOWS: Again, object. I
 15 don't understand the scope.
 16 MR. BROWDER: Join.
 17 A No.
 18 Q (By Mr. Boyle) That's not true?
 19 A It is true. They did not wear.
 20 Q Yes. That's right. Okay.
 21 So, neither you, nor any other
 22 worker that you saw at any of these facilities,
 23 wore masks or respirators; correct?
 24 MR. MEADOWS: Same objection.
 25 MR. BROWDER: Join.

10 (Pages 34 to 37)

EXAMINATION BY MS. GARNER

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1 A Correct.
 2 MR. BOYLE: Thank you.
 3 [EXAMINATION]
 4 QUESTIONS BY MS. GARNER:
 5 Q Sir, my name is Beverly Garner, and
 6 I represent Defendant, ACandS, in this action.
 7 To try to identify the time period
 8 that Mr. Gianaris was asking you about, isn't it
 9 true when your father started working for ACandS
 10 you were in your teen years and a high school
 11 student?
 12 A Correct.
 13 Q And during that time period, you had
 14 no personal knowledge of the business operations of
 15 either Armstrong Contracting & Supply or ACandS?
 16 A That would be correct.
 17 Q And then you graduated from high
 18 school and went to college for a few years; is that
 19 correct?
 20 A Yes.
 21 Q And then after you left college,
 22 sometime in late 1965, isn't it true that you began
 23 working as a permit helper for Armstrong
 24 Contracting & Supply?
 25 A It was early '65, like January, I

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1 Contracting & Supply, I think you mentioned a
 2 couple of job sites in your prior depositions. You
 3 had no personal knowledge of the business
 4 operations of Armstrong Contracting & Supply; did
 5 you?
 6 A When?
 7 Q When you were working as a permit
 8 helper.
 9 A Which is...
 10 Q Let me re-ask the question.
 11 A Sure.
 12 Q When you were working as a permit
 13 helper out in the field for Armstrong Contracting &
 14 Supply, you would have no personal knowledge of the
 15 business operations of the Armstrong Contracting &
 16 Supply St. Louis branch office; would you?
 17 A Very limited, if any.
 18 Q And you would have no knowledge
 19 during that period of time when you were a permit
 20 helper for Armstrong Contracting & Supply, of the
 21 Armstrong Contracting & Supply business offices at
 22 Lancaster, Pennsylvania; would you?
 23 A No.
 24 Q When you were working at the
 25 Armstrong Contracting & Supply warehouse in

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1 think.
 2 Q If I told you that ACandS -
 3 Armstrong Contracting & Supply records indicate
 4 that you started working with Armstrong Contracting
 5 & Supply in November of 1965, would that sound
 6 right to you?
 7 MR. GIANARIS: Object to the form.
 8 A Would that be when I was in the
 9 office or was that when I was in the field?
 10 Q (By Ms. Garner) That would be when
 11 you were in the field as a permit helper through
 12 Asbestos Local 1. Would it sound correct that you
 13 started in November of 1965 and continued working
 14 before you started salary for Armstrong Contracting
 15 and Supply through November 30, 1966?
 16 A It seems like I wasn't in the field
 17 that length of time. You know, I knew it was in
 18 '65.
 19 Q If that's what Armstrong Contracting
 20 and Supply's records indicated, you would have no
 21 reason to oppose that; would you?
 22 MR. GIANARIS: Object to the form.
 23 A I don't believe so.
 24 Q (By Ms. Garner) When you were
 25 actually working as a permit helper for Armstrong

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1 approximately late 1966 through 1967 or '68, you
 2 had various responsibilities; isn't that correct?
 3 A Yes.
 4 Q And those responsibilities included
 5 assisting the warehousemen; is that correct?
 6 A Yes.
 7 Q You were never the warehouseman;
 8 were you?
 9 A No.
 10 Q In that your job responsibilities
 11 included some fabrication, including drawing
 12 fabrications on draft paper; is that correct?
 13 A That's correct.
 14 Q And your job included cleaning up
 15 the fabrication shop and the warehouse; is that
 16 correct?
 17 A At times, I would assist in that.
 18 That was not my regular job.
 19 Q And at times, you did inventory; is
 20 that correct?
 21 A Correct.
 22 Q And at times, you did a little bit
 23 of purchasing. That's how you described it
 24 previously; is that correct?
 25 A Correct.

11 (Pages 38 to 41)

EXAMINATION BY MS. GARNER

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1 Q And you did a little bit of
2 estimating; is that correct?
3 A Correct.
4 Q And that estimating work was done in
5 the office?
6 A And going to job sites.
7 Q Armstrong Contracting & Supply
8 warehouse had a lot of products in it; didn't it?
9 A Yes, it did.
10 Q And some of those products were
11 asbestos free; is that correct?
12 A Yes.
13 Q And among those products in the
14 Armstrong Contracting & Supply warehouse where you
15 worked on Odell Street, those products included
16 products other than Armstrong products?
17 A Yes.
18 Q While you were working for Armstrong
19 Contracting & Supply, the company went by the name
20 Armstrong Contracting & Supply; is that correct?
21 A Yes.
22 Q And you were not working for the
23 company when the company was known as ACandS; is
24 that correct?
25 A They were used interchangeably.

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1 knowledge of the business dealings at the Armstrong
2 Contracting & Supply office; would you?
3 A Very limited.
4 Q You're not a lawyer; are you?
5 A No.
6 Q You don't have a business degree?
7 A No.
8 Q You don't have any personal
9 knowledge of the organization of Armstrong
10 Contracting & Supply as a business; do you? You
11 don't have any personal knowledge of how Armstrong
12 Contracting & Supply was organized as a business,
13 how it was incorporated --
14 A No.
15 Q -- or registered?
16 A No, I was pretty far down the
17 ladder.
18 Q You wouldn't have any basis to
19 disagree with me if I told you that Armstrong World
20 Industries and Armstrong Contracting & Supply were
21 different companies; would you?
22 MR. GIANARIS: Object to the form.
23 A Would I disagree with you if you
24 said they were separate companies?
25 Q (By Ms. Garner) Correct.

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1 Q It was not officially ACandS when
2 you were employed by Armstrong Contracting &
3 Supply; is that correct?
4 A I don't know if it was official or
5 not, but they were used interchangeably.
6 Q Did you ever visit the Armstrong --
7 A Just like Insulating & Materials is
8 I&M, that type of thing.
9 Q But you have no personal knowledge
10 as when the corporation changed the name officially
11 through a registration?
12 A No.
13 Q Did you ever visit Armstrong
14 Contracting & Supply's corporate offices in
15 Lancaster, Pennsylvania?
16 A No.
17 Q Did you ever personally visit any
18 Armstrong Contracting & Supply offices, branch
19 offices, other than the St. Louis branch?
20 A Yes.
21 Q What office was that?
22 A Cincinnati.
23 Q Do you have any personal
24 knowledge -- strike that.
25 You wouldn't have any personal

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1 A Probably not.
2 Q You're aware of a company known as
3 Armstrong Cork; are you not?
4 A Yes.
5 Q And you wouldn't have any basis to
6 disagree with me if I told you that Armstrong Cork
7 and Armstrong Contracting & Supply were separate
8 companies as they were organized; is that correct?
9 A At the time, it depends on at what
10 point in time is the reference area. When I worked
11 for ACandS, Armstrong Cork, Armstrong World
12 Industries, ACandS, Armstrong Contracting & Supply
13 were all the same to me.
14 Q But you have no personal knowledge
15 of the business organization to confirm that; do
16 you?
17 A No.
18 Q You testified earlier that Armstrong
19 Contracting & Supply, St. Louis branch office,
20 would get some kind of credit for sales of
21 Armstrong products generically. Can you identify
22 specifically the Armstrong products that you were
23 referring to, for which ACandS or Armstrong
24 Contracting & Supply would get credit?
25 A Any Armstrong manufactured product

12 (Pages 42 to 45)