

PLAINTIFF'S
EXHIBIT
KM-436

BRAYTON & ASSOC

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PICNST

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10 KELLY-MOORE PAINT COMPANY, INC.

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 IN AND FOR THE COUNTY OF ALAMEDA

13 IN RE COMPLEX
14 ASBESTOS LITIGATION

NO. 607734-9

15 IN RE SHIPYARD AND APPLICATOR
16 ASBESTOS CASES (CONSOLIDATED
17 FOR DISCOVERY)

NO. 537868-7

DEFENDANT KELLY-MOORE'S
ANSWERS TO PLAINTIFFS'
STANDARD SET OF
INTERROGATORIES

18 PROPOUNDING PARTY: Plaintiffs

19 RESPONDING PARTY: Defendant KELLY-MOORE PAINT COMPANY, INC.

20 SET NO.: ONE

21 TO PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:

22 Defendant KELLY-MOORE PAINT COMPANY, INC. responds to
23 Plaintiffs' First Set of Interrogatories to Defendant as follows:

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DEFINITIONS

GEOGRAPHIC LIMITATION. Unless otherwise specifically set forth, the geographic scope of these interrogatories is NORTHERN CALIFORNIA.

TIME LIMITATION. Unless otherwise specifically set forth, the time frame of these interrogatories is 1930 to the present.

"THIS DEFENDANT" (THIS DEFENDANT'S) shall mean the named defendant herein, all of its predecessors in interest, and all of its successors in interest.

"YOU" and "YOUR" refer to the defendant who is named above as the responding party.

"ASBESTOS-CONTAINING PRODUCT(S)" shall mean any product(s) of THIS DEFENDANT which THIS DEFENDANT knows or believes contain(s) the mineral asbestos.

"RAW ASBESTOS FIBER" means asbestos fiber mined or milled, either packaged or in bulk, not compounded with other substances and essentially pure with the exception of naturally occurring trace amounts of other substances.

"MARKET" (MARKETING, MARKETED) shall mean the mining, supply, sale, labeling, distribution, importing, processing or manufacture of raw asbestos fiber and/or asbestos-containing products.

A request to describe the "NATURE" of ASBESTOS-CONTAINING PRODUCT(S) shall mean to describe the: (a) color, (b) texture, (c) form (i.e., powder, liquid, paste, solid, board, cloth, blanket, wire insulation, etc.), and (d) physical dimensions (length, width, height, volume and weight).

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1 "DOCUMENT(S)" or "WRITING(S)" shall include all writings as
2 defined by Section 250 of the California Evidence Code. A request
3 to "IDENTIFY" a "DOCUMENT" or "WRITING" shall mean a request to
4 state: (a) the author; (b) the addressee; (c) date of origin;
5 (d) the nature of the writing or document (e.g., letter,
6 telephone memorandum, audio tape recording, photograph, etc.);
7 and (e) its present location and name and present address of
8 custodian thereof.

9 A request to state the "IDENTITY" of a person or individual
10 means to state his or her name, the place of employment, job
11 title, present business or present or last known home address,
12 and present business telephone number.

13 "NORTHERN CALIFORNIA" shall encompass the following forty-
14 six (46) counties: Alameda, Alpine, Amador, Butte, Calaveras,
15 Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn,
16 Humboldt, Kern, Kings, Lake, Lassen, Marin, Mariposa, Mendocino,
17 Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas,
18 Sacramento, San Francisco, San Joaquin, San Mateo, Santa Clara,
19 Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus,
20 Sutter, Tehama, Trinity, Tulare, Tuolumne, Yolo and Yuba.

21 A "CONTRACT UNIT(S)" shall mean a department, division,
22 subdivision, branch, or group which has been or is now engaged in
23 installation and/or removal of RAW ASBESTOS FIBER and/or
24 ASBESTOS-CONTAINING PRODUCT(S).

25 "COMPANY" means any profit-making private enterprise,
26 including corporations, partnerships, joint ventures, and sole
27 proprietorships.

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GENERAL OBJECTIONS

The following objections are raised as to each and every Interrogatory propounded in this set:

1. Defendant KELLY-MOORE objects on the grounds these Interrogatories are overly broad as to time and scope, are burdensome, and are not reasonably calculated to lead to discovery of admissible evidence.

2. Defendant KELLY-MOORE objects to the extent these Interrogatories may have been previously answered under oath and as such these Interrogatories are burdensome, oppressive, irrelevant and repetitious.

3. To the extent the Interrogatory is not full and complete in and of itself, contains subparts and/or compound, conjunctive, and disjunctive questions, Defendant KELLY-MOORE objects that these Interrogatories violate Code of Civil Procedure Section 2030.

4. Defendant KELLY-MOORE objects to the definitions and instructions on the basis the definitions are overly broad, vague and ambiguous, and burdensome. Furthermore, the definitions contain various matters that are not permissible under law, are unintelligible, and are overly broad, burdensome and oppressive, as well as vague and ambiguous.

5. Defendant KELLY-MOORE also objects to these Interrogatories to the extent they call for information protected by the attorney-client privilege, or the attorney work-product doctrine, or any other applicable privilege.

6. Furthermore, Defendant KELLY-MOORE does not waive any objections it has now or may have in the future concerning the

1 Order of the Court allowing Plaintiffs to serve these
2 Interrogatories in Alameda County. By answering this set of
3 Interrogatories, Defendant KELLY-MOORE does not waive any of its
4 rights or remedies.

5
6 ANSWERS TO INTERROGATORIES

7
8 Defendant KELLY-MOORE PAINT COMPANY, INC. responds to
9 Plaintiffs' Standard Set of Interrogatories as follows:

10
11 INTERROGATORY NO. 1:

12 With respect to the individual verifying these answers on
13 your behalf, state the following:

- 14 a. their name;
15 b. their present business address;
16 c. their present job title;
17 d. their date of first employment with you, and the dates
18 and titles of each job position they have held while they were
19 employed by you.

20 ANSWER:

21 Without waiving its general objections, Defendant KELLY-
22 MOORE responds as follows:

- 23 a. John Bacigalupo; Douglas Wayne Merrill.
24 b. John Bacigalupo: 987 Commercial Street, San Carlos, CA
25 94070; Douglas Merrill: 987 Commercial Street, San Carlos, CA
26 94070.
27 c. John Bacigalupo, Secretary-Treasurer; Douglas Merrill,
28 Vice President of Manufacturing.

1 d. John Bacigalupo: April 1969 to January 1972 -
2 Accountant; January 1972 to January 1976 - Controller and
3 Assistant General Manager; January 1976 to April 1978 -
4 Accounting Manager for West Coast Rocky Mountain Division; April
5 1978 to March 1980 - Vice President of Accounting; March 1980 to
6 Present - Vice President of Accounting and Secretary-Treasurer.

7 Douglas Merrill: July 1968 to October 1968 - Quality
8 Control Chemist; October 1968 to December 1981 - Research and
9 Production Manager - Paco Division; December 1981 to March 1983 -
10 Assistant to Vice President, Manufacturing; March 1983 to April
11 1989 - Plant Manager; April 1989 to Present - Vice President of
12 Manufacturing.

13
14 INTERROGATORY NO. 2:

15 State whether YOU are a corporation. If so, state:

- 16 a. YOUR full corporate name;
17 b. the state of incorporation;
18 c. the date of incorporation;
19 d. the address of YOUR principal place of business;
20 e. if YOU are wholly-owned or if more than five (5) percent
21 of the ownership interest of YOUR COMPANY is owned by another
22 business entity, state that entity's name and principal place of
23 business.

24 ANSWER:

25 Without waiving its general objections, Defendant KELLY-
26 MOORE responds as follows:

- 27 a. Kelly-Moore Paint Company, Inc.
28 b. California.

1 c. December 4, 1952;

2 d. 987 Commercial Street, San Carlos, CA 94070.

3 e. Not Applicable.

4
5 INTERROGATORY NO. 3:

6 Has THIS DEFENDANT ever been identified, known, or done
7 business under any other name? If so, please state such name or
8 names and the time period during which THIS DEFENDANT was so
9 known or identified.

10 ANSWER:

11 Without waiving its general objections, Defendant KELLY-
12 MOORE responds as follows:

13 NO.

14
15 INTERROGATORY NO. 4:

16 State whether YOU have ever been registered or qualified to
17 do business in the State of California. If so, state the date
18 YOU became qualified to conduct business in the State of
19 California.

20 ANSWER:

21 Without waiving its general objections, Defendant KELLY-
22 MOORE responds as follows:

23 Yes; December 4, 1952; however, Defendant KELLY-MOORE PAINT
24 COMPANY, INC. was a general partnership from April 1, 1946 until
25 the date of incorporation.

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1 INTERROGATORY NO. 5:

2 Does THIS DEFENDANT currently have, or has THIS DEFENDANT
3 had a department, division, subdivision, branch or group
4 responsible for the design, development, manufacture, testing and
5 use of ASBESTOS-CONTAINING PRODUCT(S). If so, state:

6 a. the name of each present or former corporate department,
7 division, subdivision, branch or group;

8 b. the IDENTITY of the person most knowledgeable about such
9 department, division, subdivision, branch or group.

10 ANSWER:

11 Without waiving its general objections, Defendant KELLY-
12 MOORE responds as follows:

13 a. Paco Textures Division.

14 b. Douglas Wayne Merrill.

15
16 INTERROGATORY NO. 6:

17 Has THIS DEFENDANT engaged in the MARKETING of ASBESTOS-
18 CONTAINING PRODUCT(S) comprised in whole or in part of amosite
19 asbestos fiber; if so, please state:

20 a. the trade, brand name and/or generic name of each type
21 of product;

22 b. the date(s) THIS DEFENDANT first MARKETed each type of
23 product;

24 c. the date(s) THIS DEFENDANT ceased MARKETING each type of
25 product;

26 d. a general description of the chemical composition of
27 each type of product, including:

28 ///

1 (i) the type(s) and/or grade(s) of RAW ASBESTOS
2 FIBER contained in each type of product;

3 (ii) the quantitative percentage of the type(s) of
4 RAW ASBESTOS FIBER in each type of product;

5 (iii) any change(s) in the quantitative percentages of
6 the type(s) of RAW ASBESTOS FIBER in each type of product;

7 e. the NATURE of each type of product;

8 f. a description of any wording, markings and/or logo on
9 each type of product;

10 g. the recommended use(s) of each type of product,
11 including temperature limits;

12 h. the name(s) of the manufacturer(s) of each type of
13 product;

14 i. the name(s) and address(es) of the supplier(s) of the
15 amosite asbestos fiber used in each type of product;

16 j. the IDENTITY of the person(s) most knowledgeable
17 concerning the purchase of amosite asbestos fiber by THIS
18 DEFENDANT.

19 ANSWER:

20 Without waiving its general objections, Defendant KELLY-
21 MOORE responds as follows:

22 NO.

23
24 INTERROGATORY NO. 7:

25 Has THIS DEFENDANT engaged in the MARKETING of amosite
26 asbestos fiber; if so, please state:

27 a. the name and location of each amosite asbestos mine
28 which THIS DEFENDANT presently operates, has operated, or in

1 which THIS DEFENDANT has or had an ownership interest, including
2 the dates of such ownership, and the grade of amosite asbestos
3 fiber mined;

4 b. the date(s) THIS DEFENDANT first MARKETed amosite
5 asbestos fiber;

6 c. the date(s) THIS DEFENDANT ceased MARKETing amosite
7 asbestos fiber;

8 d. the grade(s) of such amosite asbestos fiber MARKETed by
9 THIS DEFENDANT;

10 e. the recommended use(s) of each grade of such amosite
11 asbestos fiber, including any temperature limits;

12 f. the name(s) and address(es) of the supplier(s) of
13 amosite asbestos fiber to THIS DEFENDANT.

14 ANSWER:

15 Without waiving its general objections, Defendant KELLY-
16 MOORE responds as follows:

17 NO.

18
19 INTERROGATORY NO. 8:

20 Has THIS DEFENDANT engaged in the MARKETing of ASBESTOS-
21 CONTAINING PRODUCTS comprised in whole or in part of chrysotile
22 asbestos fiber; if so, please state:

23 a. the trade, brand name and/or generic name of each type
24 of product;

25 b. the date(s) THIS DEFENDANT first MARKETed each type of
26 product;

27 c. the date(s) THIS DEFENDANT ceased MARKETing each type of
28 product;

1 d. a general description of the chemical composition of
2 each type of product, including:

3 (i) the type(s) and grade(s) of asbestos fiber
4 contained in each type of product;

5 (ii) the quantitative percentage of the types of
6 asbestos fiber in each type of product;

7 (iii) any change(s) in the quantitative percentages of
8 the type(s) of asbestos fiber in each type of product;

9 e. the NATURE of each type of product;

10 f. a description of any wording, markings, and/or logo on
11 each type of product;

12 g. the recommended use(s) of each type of product,
13 including temperature limits;

14 h. the name of the manufacturer of each type of product;

15 i. the name(s) and address(es) of the supplier(s) of the
16 chrysotile asbestos fiber used in each type of product;

17 j. the IDENTITY of the person(s) most knowledgeable
18 concerning the purchase of chrysotile asbestos fiber by THIS
19 DEFENDANT.

20 **ANSWER:**

21 Without waiving its general objections, Defendant KELLY-
22 MOORE responds as follows:

23 a. - g. Please see attached chart.

24 h. Kelly-Moore Paint Company, Inc./Paco Textures Corp.

25 i. Johns Manville, Carey Canada, and Union Carbide.

26 j. Douglas Wayne Merrill, Plant Manager.

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1 INTERROGATORY NO. 9:

2 Has THIS DEFENDANT engaged in the MARKETING of chrysotile
3 asbestos fiber; if so, please state:

4 a. the name and location of each chrysotile asbestos mine
5 which THIS DEFENDANT presently operates, has operated, or in
6 which THIS DEFENDANT has or had an ownership interest, including
7 dates of such ownership, and the grade of chrysotile asbestos
8 fiber mined;

9 b. the date(s) THIS DEFENDANT first MARKETed chrysotile
10 asbestos fiber;

11 c. the date(s) THIS DEFENDANT ceased MARKETING chrysotile
12 asbestos fiber;

13 d. the grade(s) of such chrysotile asbestos fiber MARKETed
14 by THIS DEFENDANT;

15 e. the recommended use(s) of each grade of such chrysotile
16 asbsetos fiber, including temperature limits;

17 f. the name(s) and address(es) of the supplier(s) of
18 chrysotile asbestos fiber to THIS DEFENDANT.

19 ANSWER:

20 Without waiving its general objections, Defendant KELLY-
21 MOORE responds as follows:

22 NO.

23
24 INTERROGATORY NO. 10:

25 Has THIS DEFENDANT engaged in the MARKETING of ASBESTOS-
26 CONTAINING PRODUCTS comprised in whole or in part of crocidolite
27 asbestos fiber; if so, please state:

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1 a. the trade, brand name and/or generic name of each type
2 of product;

3 b. the date(s) THIS DEFENDANT first MARKETed each type of
4 product;

5 c. the date(s) THIS DEFENDANT ceased MARKETing each type of
6 product;

7 d. a general description of the chemical composition of
8 each type of product, including:

9 (i) the type(s) and grade(s) of asbestos fiber
10 contained in each type of product;

11 (ii) the quantitative percentage of the type(s) of
12 fiber in each type of product;

13 (iii) any change(s) in the quantitative percentages of
14 the type(s) of asbestos fiber in each type of product;

15 e. the NATURE of each type of product;

16 f. a description of any wording, markings and/or logo on
17 each type of product;

18 g. the recommended use(s) of each type of product,
19 including temperature limits;

20 h. the name of the manufacturer of each type of product;

21 i. the name(s) and address(es) of the supplier(s) of the
22 crocidolite asbestos fiber used in each type of product;

23 j. the IDENTITY of the person(s) most knowledgeable
24 concerning the purchase of crocidolite asbestos fiber by THIS
25 DEFENDANT.

26 ANSWER:

27 Without waiving its general objections, Defendant KELLY-
28 MOORE responds as follows:

1 NO.

2
3 INTERROGATORY NO. 11:

4 Has THIS DEFENDANT engaged in the MARKETING of crocidolite
5 asbestos fiber; if so, please state:

6 a. the name and location of each crocidolite asbestos mine
7 which THIS DEFENDANT presently operates, has operated, in the,
8 and/or in which THIS DEFENDANT has or had an ownership interest,
9 including dates of such ownership, and the grade of asbestos
10 fiber mined;

11 b. the date(s) THIS DEFENDANT first MARKETED crocidolite
12 asbestos fiber;

13 c. the date(s) THIS DEFENDANT ceased MARKETING crocidolite
14 asbestos fiber;

15 d. the grade(s) of such crocidolite asbestos fiber MARKETED
16 by THIS DEFENDANT;

17 e. the recommended use(s) of each grade of such crocidolite
18 asbsetos fiber, including temperature limits;

19 f. the name(s) and address(es) of the supplier(s) of
20 crocidolite asbestos fiber to THIS DEFENDANT.

21 ANSWER:

22 Without waiving its general objections, Defendant KELLY-
23 MOORE responds as follows:

24 NO.

25
26 INTERROGATORY NO. 12:

27 Does or did THIS DEFENDANT have a controlling ownership
28 interest in any COMPANY which MARKETED ASBESTOS-CONTAINING

1 PRODUCT(S); if so, please state:

- 2 a. the name of such COMPANY;
- 3 b. the date of incorporation of such COMPANY;
- 4 c. the state of incorporation of such COMPANY;
- 5 d. the date such interest was acquired;
- 6 e. the date such interest was changed or terminated, if
- 7 applicable;
- 8 f. the name and location of each facility of such COMPANY;
- 9 g. the name of each type of ASBESTOS-CONTAINING PRODUCT(S)
- 10 manufactured, processed, and/or assembled by such COMPANY.

11 ANSWER:

12 Without waiving its general objections, Defendant KELLY-

13 MOORE responds as follows:

14 NO.

15

16 INTERROGATORY NO. 13:

17 Does or did THIS DEFENDANT have a controlling ownership

18 interest in any COMPANY that MARKETED RAW ASBESTOS FIBER; if so,

19 please state:

- 20 a. the name of such COMPANY;
- 21 b. the date of incorporation of such COMPANY;
- 22 c. the state or country of incorporation of such COMPANY;
- 23 d. the date such interest was acquired;
- 24 e. the dates such interest was changed or terminated, if
- 25 applicable;
- 26 f. the name and location of each asbestos mine owned of
- 27 such COMPANY;

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1 g. the grade and type of RAW ASBESTOS FIBER mined at each
2 mine.

3 ANSWER:

4 Without waiving its general objections, Defendant KELLY-
5 MOORE responds as follows:

6 NO.

7
8 INTERROGATORY NO. 14:

9 Has THIS DEFENDANT warehoused any RAW ASBESTOS FIBER or
10 ASBESTOS-CONTAINING PRODUCT(S) in the State of California; if so,
11 please state:

- 12 a. the address of each warehouse facility;
13 b. the year(s) THIS DEFENDANT utilized each facility;
14 c. the IDENTITY of the custodian of warehousing records.

15 ANSWER:

16 Without waiving its general objections, Defendant KELLY-
17 MOORE responds as follows:

18 Not Applicable.

19
20 INTERROGATORY NO. 15:

21 Has THIS DEFENDANT owned or operated facilities anywhere in
22 the United States in which ASBESTOS-CONTAINING PRODUCT(S) have
23 been manufactured, processed and/or assembled; if so, state:

- 24 a. the address of each such facility, including city and
25 state.

26 ANSWER:

27 Without waiving its general objections, Defendant KELLY-
28 MOORE responds as follows:

1 1. Kelly-Moore Paint Company, Inc., 987 Commercial Street,
2 San Carlos, California 94070.

3 2. Kelly-Moore Paint Company, Inc., 301 West Hurst Blvd.,
4 Hurst, Texas 75053.

5 3. Kelly-Moore Paint Company, Inc., 3600 East 45th Avenue,
6 Denver, Colorado 80216.

7 4. Kelly-Moore Paint Company, Inc., 11200 Kirkland Way,
8 Kirkland, Washington 98033.

9 5. Kelly-Moore Paint Company, Inc., West Kenosha Street,
10 Broken Arrow, Oklahoma 74012.

11 6. Kelly-Moore Paint Company, Inc., The Alameda, Houston,
12 Texas.

13 7. Kelly-Moore Paint Company, Inc., 1400 Campus Drive,
14 Ontario, California 91764.

15
16 INTERROGATORY NO. 16:

17 If THIS DEFENDANT owned or operated facilities in which
18 ASBESTOS-CONTAINING PRODUCT(S) have been manufactured, processed
19 and/or assembled, please state:

- 20 a. the date said facilities began operation;
21 b. the date said facilities ceased operation; and
22 c. the name of each type of ASBESTOS-CONTAINING PRODUCT
23 manufactured, processed or assembled at each such facility.

24 ANSWER:

25 Without waiving its general objections, Defendant KELLY-
26 MOORE responds as follows:

- 27 1. a. December 1960.
28 b. March 1978.

- 1 c. Please see attached chart.
- 2 2. a. As far as Defendant is aware, 1970.
- 3 b. As far as Defendant is aware, 1977.
- 4 c. Unknown.
- 5 3. a. As far as Defendant is aware, 1971.
- 6 b. As far as Defendant is aware, 1976.
- 7 c. Drywall products.
- 8 4. a. As far as Defendant is aware, 1969.
- 9 b. As far as Defendant is aware, 1972.
- 10 c. Drywall products.
- 11 5. a. As far as Defendant is aware, 1969.
- 12 b. As far as Defendant is aware, 1977.
- 13 c. Drywall products.
- 14 6. a. As far as Defendant is aware, 1967.
- 15 b. As far as Defendant is aware, 1974.
- 16 c. Drywall products.
- 17 7. a. As far as Defendant is aware, 1968.
- 18 b. Unknown; not operating at present.
- 19 c. Drywall products.

20
21 INTERROGATORY NO. 17:

22 Has THIS DEFENDANT purchased or otherwise aquired any rights
23 to the manufacture of ASBESTOS-CONTAINING PRODUCT(S) from another
24 COMPANY? If so, state:

- 25 a. the date of purchase or acquisition of such rights;
- 26 b. the trade, brand, and/or generic name of such ASBESTOS-
- 27 CONTAINING PRODUCT(S);

28 ///

1 c. the name and location of any COMPANY from which such
2 rights were purchased or acquired;

3 d. the IDENTITY of the custodian of records of such
4 purchase(s) or acquisition(s).

5 ANSWER:

6 Without waiving its general objections, Defendant KELLY-
7 MOORE responds as follows:

8 NO.

9
10 INTERROGATORY NO. 18:

11 Has THIS DEFENDANT applied for and/or received any patent(s)
12 for any ASBESTOS-CONTAINING PRODUCT(S). If so, state for each
13 such ASBESTOS-CONTAINING PRODUCT:

14 a. the product for which each patent was applied and/or
15 issued;

16 b. the date(s) of application;

17 c. the date(s) of issuance of the patent(s), if granted;

18 d. the date(s) of renewal, if any;

19 e. the patent number(s);

20 f. the size and color, which appeared on the packaging or co
21 which THIS DEFENDANT sold and/or distributed RAW ASBESTOS FIBER.

22 ANSWER:

23 Without waiving its general objections, Defendant KELLY-
24 MOORE responds as follows:

25 Not Applicable.

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1 INTERROGATORY NO. 19:

2 Has THIS DEFENDANT registered any trademark(s) for any
3 ASBESTOS-CONTAINING PRODUCT(S); if so, state for each such
4 ASBESTOS-CONTAINING PRODUCT:

- 5 a. the product for which each trademark was registered;
6 b. whether the registration was State or Federal;
7 (i) if State, name the State;
8 c. the date(s) or registration;
9 d. the term(s) thereof;
10 e. the date(s) of renewal;
11 f. the name of the individual or COMPANY to whom each
12 trademark was registered;
13 g. the IDENTITY of the custodian of such trademark records
14 of THIS DEFENDANT.

15 ANSWER:

16 Without waiving its general objections, Defendant KELLY-
17 MOORE responds as follows:

18 a. Trademark registered for Kelly-Moore's asbestos-
19 containing products is under the name Paco. Each of the specific
20 products are listed in Chart attached to Answer to Interrogatory
21 No. 16.

22 b. Federal.

23 c. July 23, 1963.

24 d. Paco Textures Corporation owns U.S. Reg. No. 753,175
25 that was granted on July 23, 1963 for Paco. Paco Textures
26 Corporation, assigns and transfer to Kelly-Moore Paint Company
27 all rights, title and interest in Reg. No. 753,175.

28 ///

1 e. Every 20 years the trademark is renewed; last renewal
2 was July 23, 1983.

3 f. KELLY-MOORE PAINT COMPANY, INC.

4 g. John Bacigalupo.

5
6 INTERROGATORY NO. 20:

7 Did THIS DEFENDANT contract with the General Services
8 Administration and/or other federal-government agency for the
9 sale, anywhere in the United States, or RAW ASBESTOS FIBER
10 between 1930 and 1980; if so, state for each such sale:

11 a. the grade(s) and type(s) of RAW ASBESTOS FIBER;

12 b. the quantity;

13 c. the date(s) of delivery;

14 d. the location(s), including the address(es) of delivery;

15 e. the name(s) of the agency with which THIS DEFENDANT
16 contracted;

17 f. the date(s) of execution of such contract(s);

18 g. the IDENTITY of the custodian of such contract records
19 of THIS DEFENDANT.

20 ANSWER:

21 Without waiving its general objections, Defendant KELLY-
22 MOORE responds as follows:

23 NO.

24
25 INTERROGATORY NO. 21:

26 Did THIS DEFENDANT contract with the General Services
27 Administration and/or other federal-government agency for the
28 sale, anywhere in the United States, of ASBESTOS-CONTAINING

1 PRODUCT(S) between 1930 and 1980, please state for each such
2 sale:

- 3 a. the type of product;
4 b. the quantity;
5 c. the date(s) of delivery;
6 d. the location(s), including the address(es) of delivery;
7 e. the name(s) of the agency with which THIS DEFENDANT
8 contracted;
9 f. the date(s) of execution of such contract(s);
10 g. the IDENTITY of the custodian of such contract records
11 of THIS DEFENDANT.

12 ANSWER:

13 Without waiving its general objections, Defendant KELLY-
14 MOORE responds as follows:

15 NO.

16
17 INTERROGATORY NO. 22:

18 Does THIS DEFENDANT have any records of the MARKETING,
19 advertisement, or delivery of its RAW ASBESTOS FIBER and/or
20 ASBESTOS-CONTAINING PRODUCT(S) in or to NORTHERN CALIFORNIA? If
21 so, state:

- 22 a. the manner in which the records are kept, (e.g., in
23 boxes, files, on microfilm, microfiche or computer tape or disk);
24 b. the location(s) and address(es) where such records are
25 maintained;
26 c. the IDENTITY of the custodian of such records.

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28 ///

1 ANSWER:

2 Without waiving its general objections, Defendant KELLY-
3 MOORE responds as follows:

- 4 a. In boxes and in files in storage room.
5 b. 987 Commercial Street, San Carlos, California.
6 c. Douglas Wayne Merrill.

7
8 INTERROGATORY NO. 23:

9 If THIS DEFENDANT has in its possession any records of the
10 MARKETing, advertisement, or delivery of its RAW ASBESTOS FIBER
11 and/or ASBESTOS-CONTAINING PRODUCTS (including microfilm,
12 microfiche, computer tape or disk, or any other system in which
13 data is taken from other records), state whether THIS DEFENDANT
14 has retained the original DOCUMENTS from which the data entered
15 into these modes of storage was obtained. If THIS DEFENDANT has
16 not retained such original DOCUMENTS, state:

- 17 a. the date(s) when and location(s) where the original
18 DOCUMENTS were disposed of;
19 b. the IDENTITY of the custodian of the original DOCUMENTS
20 at the time of their disposal.

21 ANSWER:

22 Without waiving its general objections, Defendant KELLY-
23 MOORE responds as follows:

24 Not Applicable.

25
26 ///

27 ///

28 ///

1 INTERROGATORY NO. 24:

2 Does THIS DEFENDANT have in its possession any exemplar(s)
3 of advertisements or brochures describing its RAW ASBESTOS FIBER
4 and/or ASBESTOS-CONTAINING PRODUCTS; if so, please state:

- 5 a. the location of each exemplar;
6 b. the year(s) in which said exemplar(s) was utilized;
7 c. the IDENTITY of the custodian of such exemplars.

8 ANSWER:

9 Without waiving its general objections, Defendant KELLY-
10 MOORE responds as follows:

- 11 a. 1015 Commercial Street, San Carlos, California.
12 b. Unknown; sometime between 1961 and 1977.
13 c. Douglas Wayne Merrill.

14
15 INTERROGATORY NO. 25:

16 State the following:

- 17 a. the address(es) where the corporate records of THIS
18 DEFENDANT (including minutes from the Board of Directors meetings
19 and corporation annual reports), are currently located;
20 b. the IDENTITY of the custodian of such records.

21 ANSWER:

22 Without waiving its general objections, Defendant KELLY-
23 MOORE responds as follows:

- 24 a. 987 Commercial Street, San Carlos, California.
25 b. John Bacigalupo.

26
27 ///

28 ///

1 INTERROGATORY NO. 26:

2 Describe the packaging or containers in which THIS DEFENDANT
3 sold and/or distributed RAW ASBESTOS FIBER, including
4 composition, dimension, shape and color.

5 ANSWER:

6 Without waiving its general objections, Defendant KELLY-
7 MOORE responds as follows:

8 Not Applicable.

9
10 INTERROGATORY NO. 27:

11 Describe any logo, design, marking or printing, including
12 size and color, which appeared on the packaging or containers in
13 which THIS DEFENDANT sold and/or distributed RAW ASBESTOS FIBER.

14 ANSWER:

15 Without waiving its general objections, Defendant KELLY-
16 MOORE responds as follows:

17 Not Applicable.

18
19 INTERROGATORY NO. 28:

20 Describe the packaging or containers in which THIS DEFENDANT
21 sold and/or distributed ASBESTOS-CONTAINING PRODUCT(S), including
22 composition, dimension, shape and color.

23 ANSWER:

24 Without waiving its general objections, Defendant KELLY-
25 MOORE responds as follows:

26 Please see attached chart.

27
28 ///

1 INTERROGATORY NO. 29:

2 Describe any logo, design, marking or printing, including
3 size and color, which appeared on the packaging or containers in
4 which THIS DEFENDANT sold and/or distributed ASBESTOS-CONTAINING
5 PRODUCT(S).

6 ANSWER:

7 Without waiving its general objections, Defendant KELLY-
8 MOORE responds as follows:

9 A picture or sample of most asbestos-containing products has
10 been retained at Kelly-Moore Paint Company, Inc. at 987
11 Commercial Street, San Carlos, California. They are available
12 for review. The markings differed for each product.

13
14 INTERROGATORY NO. 30:

15 Does THIS DEFENDANT have any exemplar(s) of packaging or
16 containers in which its RAW ASBESTOS FIBER and/or ASBESTOS-
17 CONTAINING PRODUCT(S) were sold and/or distributed; if so, state:

- 18 a. the location of each exemplar;
19 b. the year(s) in which said exemplar(s) was utilized;
20 c. the IDENTITY of the custodian of such exemplars.

21 ANSWER:

22 Without waiving its general objections, Defendant KELLY-
23 MOORE responds as follows:

- 24 a. 987 Commercial Street, San Carlos, California.
25 b. Unknown; sometime between 1961 and 1977; differed for
26 each product.
27 c. Douglas Wayne Merrill.

1 INTERROGATORY NO. 31:

2 Did THIS DEFENDANT put warnings of asbestos-related health
3 hazards on bags of RAW ASBESTOS FIBER; if so, please state:

4 a. the wording of such warning(s), including size,
5 location, and color;

6 b. whether the warning was put on a tag attached to the
7 bags;

8 c. the date such warning(s) was first used;

9 d. whether any change was made in the wording of such
10 warnings, the date(s) of such change, and the reasons for such
11 change.

12 ANSWER:

13 Without waiving its general objections, Defendant KELLY-
14 MOORE responds as follows:

15 Not Applicable.
16
17

18 INTERROGATORY NO. 32:

19 Did THIS DEFENDANT put warnings of asbestos-related health
20 hazards on the packaging or containers of ASBESTOS-CONTAINING
21 PRODUCT(S)? If so, please state:

22 a. the working of such warnings, including size, location
23 on the packaging or containers, and color:

24 b. the date such warning(s) was first used;

25 c. whether any change was made in the wording of such
26 warning(s), the date(s) of such change, and the reason(s) for
27 such change.
28 ///

1 ANSWER:

2 Without waiving its general objections, Defendant KELLY-
3 MOORE responds as follows:

4 a. Warnings were printed to read:

5 CAUTION - READ BEFORE USING
6 CONTAINS ASBESTOS FIBERS
7 AVOID BREATHING DUST
8 BREATHING ASBESTOS DUST MAY CAUSE BODILY HARM

9 Warning size: 1-1/2" x 3-1/2" or larger.

10 b. November 1972.

11 INTERROGATORY NO. 33:

12 Has THIS DEFENDANT distributed any brochures or pamphlets
13 that contain warnings of any asbestos-related health hazards; if
14 so, please state:

15 a. the wording of such warning;

16 b. the method used to distribute such brochures or
17 pamphlets;

18 c. the date(s) such brochures or pamphlets were first
19 issued;

20 d. whether THIS DEFENDANT has exemplar(s) of such brochures
21 or pamphlets;

22 e. the IDENTITY of the custodian of such exemplar(s).

23 ANSWER:

24 Without waiving its general objections, Defendant KELLY-
25 MOORE responds as follows:

26 Please refer to Interrogatory No. 32.

27
28 ///

1 INTERROGATORY NO. 34:

2 Did THIS DEFENDANT warn its employees and/or CONTRACT
3 UNIT(S), anywhere in the United States, that exposure to asbestos
4 could be hazardous to human health. If so, state:

5 a. whether copies of DOCUMENTS containing such warnings
6 exist;

7 b. the IDENTITY of the custodian of such DOCUMENTS.

8 ANSWER:

9 Without waiving its general objections, Defendant KELLY-
10 MOORE responds as follows:

11 a. Yes.

12 b. Douglas Wayne Merrill, 1015 Commercial Street, San
13 Carlos, California.

14
15 INTERROGATORY NO. 35:

16 State the IDENTITY of medical directors and/or industrial
17 hygienists retained by THIS DEFENDANT in the United States.

18 ANSWER:

19 Without waiving its general objections, Defendant KELLY-
20 MOORE responds as follows:

21 Not Applicable.

22
23 INTERROGATORY NO. 36:

24 Has any employee of THIS DEFENDANT testified by deposition
25 on behalf of THIS DEFENDANT in a third-party case, brought in the
26 United States, wherein the plaintiff has alleged an asbestos-
27 related injury? If so, for each such third party case, please
28 state:

- a. the caption and case number;
- b. the court of filing including state and county;
- c. the date of the deposition;
- d. the name and address of plaintiff's counsel of record.

ANSWER:

Without waiving its general objections, Defendant KELLY-MOORE responds as follows:

1. a. Pete A. Fairl v. Western MacArthur Company, et al.,
Action No. 296985.
 - b. State of California, County of Sacramento.
 - c. October 8, 1984.
 - d. George W. Kilbourne, Attorney at Law, 3755 Alhambra Avenue, Martinez, California 94553.
2. a. In Re: Clapper & Brayton Shipyard & Applicator
Asbestos Cases Consolidated for Discovery, Action
Nos. Misc. 959 (Sol) & 804416 (SF); James H.
Williams v. Abex Corp., et al., Action No. 584329-1
(Ala); Southwall Price v. Abex Corp., et al.,
Action No. 584328-2 (Ala); Robert Dixon v. Abex
Corp., et al., Action No. 584327-3 (Ala); Tommy
Dixon v. Abex Corp., et al., Action No. 585105
(Alameda); and Katherine & Joseph Maksim v. Johns-
Manville, et al., Action No. 768674 (SF).
 - b. State of California, Counties of Solano, San Francisco and Alameda.
 - c. November 1, 1984.
 - d. Alan R. Brayton, 999 Grant Avenue, Novato, CA 94948.

1
2 **INTERROGATORY NO. 37:**

3 Has THIS DEFENDANT been a member of the following:

- 4 a. Asbestos Textile Institute (ATI);
5 b. Industrial Hygiene Foundation and/or Industrial Health
6 Foundation (IHF);
7 c. Mineral Wool Institute;
8 d. Industrial Mineral Insulation Manufacturers Institute;
9 e. Magnesia Silica Insulation Manufacturers Association;
10 f. National Insulation Manufacturers Association (NIMA);
11 g. Thermal Insulation Manufacturers Association (TIMA);
12 h. Asbestos Information Association (AIA);
13 i. Quebec Asbestos Mining Association (QAMA);
14 j. National Safety Council;
15 k. Asbestos Cement Producers Association;
16 l. Refractories Institute;
17 m. any other organizations or associations of
18 manufacturers, miners, distributors, importers, labellers,
19 suppliers and/or sellers of ASBESTOS-CONTAINING PRODUCTS;
20 (i) please state the name(s) of such organizations or
21 associations.

22 **ANSWER:**

23 Without waiving its general objections, Defendant KELLY-
24 MOORE responds as follows:

25 a. - m. No.

26 (i) Not Applicable.
27
28 ///

1 INTERROGATORY NO. 38:

2 For each organization, association or other entity
3 identified in your Response to Interrogatory No. 37, please
4 state:

5 a. the dates during which THIS DEFENDANT was a member;

6 b. the name(s) of any publication(s) received by THIS
7 DEFENDANT from such association or organization;

8 c. the name of such committee or subcommittee of which THIS
9 DEFENDANT was a member, and the dates of such committee or
10 subcommittee membership.

11 ANSWER:

12 Without waiving its general objections, Defendant KELLY-
13 MOORE responds as follows:

14 Not Applicable.

15
16 INTERROGATORY NO. 39:

17 Has THIS DEFENDANT received any DOCUMENT(S) containing
18 results or conclusions of any studies and/or tests conducted by
19 the Saranac Laboratory at the Trudeau Foundation relating to the
20 human health consequences of exposure to asbestos? If so,
21 please:

22 a. IDENTIFY all such DOCUMENT(S);

23 b. state the date upon which THIS DEFENDANT first received
24 such DOCUMENT(S);

25 c. the IDENTITY of the custodian of such DOCUMENT(S).

26 ///

27 ///

28 ///

1 **ANSWER:**

2 Without waiving its general objections, Defendant KELLY-
3 MOORE responds as follows:

4 NO.

5
6 **INTERROGATORY NO. 40:**

7 State whether THIS DEFENDANT has ever maintained a library
8 (or libraries) in the United States which contains books,
9 articles, periodicals, journals and/or reference materials that
10 relate to the subjects of asbestos, industrial hygiene, medicine,
11 safety, occupational disease and/or engineering. If so, state:

- 12 a. the date each such library was established;
13 b. the location of each such library;
14 c. the IDENTITY of each librarian or other person in charge
15 of such library.

16 **ANSWER:**

17 Without waiving its general objections, Defendant KELLY-
18 MOORE responds as follows:

19 NO.

20
21 **INTERROGATORY NO. 41:**

22 Has THIS DEFENDANT exchanged documents containing the
23 results of or communicated with any individual or other COMPANY
24 regarding tests and/or studies of the relationship between the
25 inhalation of asbestos fibers and development of disease(s); if
26 so, please state:

- 27 a. each individual or COMPANY with whom the information was
28 exchanged or to whom it was communicated;

1 b. the date(s) of any such exchanges or communications;

2 c. the IDENTITY of the custodian of such documents.

3 ANSWER:

4 Without waiving its general objections, Defendant KELLY-
5 MOORE responds as follows:

6 Unknown.

7
8 INTERROGATORY NO. 42:

9 Has any employee of THIS DEFENDANT testified before the
10 Occupational Safety and Health Administration, the National
11 Institute of Occupational Safety and Health, or any committee or
12 subcommittee of the United States Congress on the inhalation of
13 asbestos dust and the development of disease; if so, please
14 state:

15 a. the entity before whom such testimony was given;

16 b. the date(s) and location(s) of such testimony;

17 c. the IDENTITY of the individual(s) who so testified;

18 d. whether any DOCUMENTS were presented to the entity
19 before which testimony was given;

20 e. whether copies of DOCUMENTS presented were retained by
21 THIS DEFENDANT;

22 (i) if so, state the IDENTITY of the custodian of the
23 DOCUMENT(S).

24 ANSWER:

25 Without waiving its general objections, Defendant KELLY-
26 MOORE responds as follows:

27 NO.

1 INTERROGATORY NO. 43:

2 At any of the physical facilities identified in the response
3 to Interrogatory No. 15, has THIS DEFENDANT conducted, or caused
4 to be conducted, tests and/or studies of ambient asbestos dust
5 created during the manufacture, processing and/or assembling of
6 ASBESTOS-CONTAINING PRODUCT(S); if so, please state:

7 a. each manufacturing facility, including location and
8 address; at which any such test and/or study was conducted;

9 b. the date of each such test and/or study;

10 c. the individual(s) or entity conducting each such test
11 and/or study;

12 d. whether THIS DEFENDANT has any documents containing the
13 results and/or conclusions of each such study;

14 e. the IDENTITY of the custodian of the documents.

15 ANSWER:

16 Without waiving its general objections, Defendant KELLY-
17 MOORE responds as follows:

18 a. 987 Commercial Street, San Carlos, California and
19 possibly other locations that are unknown at this time.

20 b. Unknown.

21 c. Engineers.

22 d. The location of any documents, that may or may not be in
23 existence, are unknown.

24 e. Douglas Wayne Merrill.

25
26 INTERROGATORY NO. 44:

27 Has THIS DEFENDANT conducted, or caused to be conducted, any
28 tests and/or studies on ambient asbestos dust levels at any

1 location or job site where its ASBESTOS-CONTAINING PRODUCTS were
2 utilized in the United States; if so, please state:

3 a. the location, including name and address, at which each
4 such test and/or study was conducted;

5 b. the individual(s) or entity conducting each such test
6 and/or study;

7 c. the date of each such test and/or study;

8 d. whether THIS DEFENDANT has any DOCUMENTS containing the
9 results and/or conclusions of each such test and/or study;

10 e. the IDENTITY of the custodian of these DOCUMENTS.

11 ANSWER:

12 Without waiving its general objections, Defendant KELLY-
13 MOORE responds as follows:

14 No, other than answer listed above to Interrogatory No. 43.

15
16 INTERROGATORY NO. 45:

17 Did THIS DEFENDANT have any laboratory or other facility
18 anywhere in the United States at which it conducted, or caused to
19 be conducted, any tests and/or studies of its ASBESTOS-CONTAINING
20 PRODUCTS to measure the amount of asbestos dust generated by any
21 use for which such products were designed; if so, please state:

22 a. the location, including name and address, at which each
23 such test and/or study was conducted;

24 b. the individual(s) or entity conducting each such test
25 and/or study;

26 c. the date of each such test and/or study;

27 d. whether THIS DEFENDANT has any DOCUMENTS containing the
28 results and/or conclusions of each such test and/or study;

1 e. the IDENTITY of the custodian of such DOCUMENTS.

2 ANSWER:

3 Without waiving its general objections, Defendant KELLY-
4 MOORE responds as follows:

5 NO.

6
7 INTERROGATORY NO. 46:

8 Has THIS DEFENDANT made available to its employees engaged
9 in the MARKETING of its RAW ASBESTOS FIBER and/or its ASBESTOS-
10 CONTAINING PRODUCT(S), a medical examination program; if so,
11 please state:

12 a. whether chest x-rays or pulmonary function tests were
13 part of such program(s);

14 b. whether participation in any such program was a
15 mandatory condition of employment or was voluntary;

16 (i) if mandatory as a condition of employment, how
17 frequently each employee was required to undergo such
18 examination;

19 c. whether THIS DEFENDANT has DOCUMENTS of such program;

20 d. the IDENTITY of the custodian of such DOCUMENTS.

21 ANSWER:

22 a. Yes.

23 b. Mandatory from 1972-1978; voluntary from then on.

24 (i) Unknown.

25 c. Unknown.

26 d. If such documents exist, Douglas Merrill.

27
28 ///

1 INTERROGATORY NO. 47:

2 Has THIS DEFENDANT notified in writing any individuals or
3 COMPANIES to whom it MARKETed RAW ASBESTOS FIBER and/or ASBESTOS-
4 CONTAINING PRODUCT(S), anywhere in the United States, of the
5 potential relationship between exposure to asbestos and disease;
6 if so, please state:

- 7 a. the date(s) THIS DEFENDANT provided this information;
8 b. the means used for transmittal of such information;
9 c. whether THIS DEFENDANT has any copies of any DOCUMENTS
10 transmitting such information;
11 d. the IDENTITY of the custodian of such documents.

12 ANSWER:

13 Without waiving its general objections, Defendant KELLY-
14 MOORE responds as follows:

15 No, other than what is referred to in Answer to
16 Interrogatory No. 32.

17
18 INTERROGATORY NO. 48:

19 Has THIS DEFENDANT required any individual(s) who MARKETed
20 its ASBESTOS-CONTAINING PRODUCT(S) to wear respirators or face
21 masks; if so, please state:

- 22 a. the job title(s), if known, of individual(s) required to
23 wear respirators or face masks;
24 b. the date(s) on which THIS DEFENDANT first required the
25 wearing of respirators or face masks;
26 c. the means by which the requirement to wear respirators
27 or face masks was communicated;

28 ///

1 d. whether THIS DEFENDANT has any copies of DOCUMENTS
2 communicating such requirements;

3 e. the IDENTITY of the custodian of such DOCUMENTS.

4 ANSWER:

5 Without waiving its general objections, Defendant KELLY-
6 MOORE responds as follows:

7 a. Plant workers.

8 b. Unknown.

9 c. Orally.

10 d. No.

11 e. Not Applicable.

12
13 INTERROGATORY NO. 49:

14 Does or did THIS DEFENDANT utilize or employ any CONTRACT
15 UNIT. If so, please state:

16 a. the inclusive periods of time the CONTRACT UNIT(S) was
17 utilized or employed;

18 b. the business address and name of the CONTRACT UNIT(S);

19 c. whether THIS DEFENDANT has any DOCUMENTS showing the
20 location(s) of the job site(s) where the CONTRACT UNIT(S) worked,
21 and if so, state the IDENTITY of the custodian of such DOCUMENTS.

22 ANSWER:

23 Without waiving its general objections, Defendant KELLY-
24 MOORE responds as follows:

25 NO.

26
27 ///

28 ///

1 INTERROGATORY NO. 50:

2 Has THIS DEFENDANT received any written communication or
3 other DOCUMENT, other than a claim for workers' compensation,
4 that any person was claiming injury as a result of exposure to
5 its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S); if
6 so, please IDENTITY the first such written communication or
7 DOCUMENT.

8 ANSWER:

9 Without waiving its general objections, Defendant KELLY-
10 MOORE responds as follows:

11 Yes, first notice was received on or about July 30, 1977
12 when Kelly-Moore Paint Company, Inc. was served with its first
13 lawsuit.

14
15 INTERROGATORY NO. 51:

16 Has any person filed a claim for asbestos-related injury
17 regarding THIS DEFENDANT against any workers' compensation
18 insurance carrier which provided coverage for THIS DEFENDANT; if
19 so, please state:

- 20 a. the date of such claim; ~~any written communication~~
21 b. the name of claimant;
22 c. the caption;
23 d. the case name;
24 e. the court in which the claim was filed;
25 f. the IDENTITY of the custodian of such documents.

26 ///

27 ///

28 ///

1 ANSWER:

2 Without waiving its general objections, Defendant KELLY-
3 MOORE responds as follows:

4 Not that KELLY-MOORE is aware of.

5
6 INTERROGATORY NO. 52:

7 Has any person filed a workers' compensation claim for
8 asbestos-related injury against THIS DEFENDANT; if so, please
9 state:

- 10 a. the date of such claim;
11 b. the name of claimant;
12 c. the caption;
13 d. the case number;
14 e. the court in which the claim was filed;
15 f. the IDENTITY of the custodian of such documents.

16 ANSWER:

17 Without waiving its general objections, Defendant KELLY-
18 MOORE responds as follows:

19 At this point in time, Defendant KELLY-MOORE is aware of the
20 following:

21 WALTER R. LAWRENCE:

- 22 a. March 31, 1983.
23 b. Walter R. Lawrence.
24 c. Walter R. Lawrence v. PACO, et al.
25 d. OAK 92646.
26 e. WCAB, Oakland.
27 f. Douglas Merrill.

28 ///

1 ISAAC BUSH:

- 2 a. March 9, 1987.
- 3 b. Isaac "Ike" Bush.
- 4 c. Isaac Bush v. Lyles Diversified, Inc., et al.
- 5 d. (WCAB) OAK 150427.
- 6 e. WCAB, Oakland.
- 7 f. Law Offices of Jack K. Clapper, 100 Shoreline Highway,
- 8 Building B, Suite 300, Mill Valley, CA 94941.
- 9 Safire & Lewis, Esqs., 433 Turk Street, San Francisco,
- 10 CA 94102.

11

12 INTERROGATORY NO. 53:

13 Does THIS DEFENDANT have insurance available to cover

14 judgment(s) entered against it in asbestos-related personal

15 injury lawsuits; if so, please state:

- 16 a. the name and principal place of business of any
- 17 insurance carrier who has issued such policy of insurance;
- 18 b. the number and effective date of each policy;
- 19 c. the amount(s) of coverage of each policy;
- 20 d. the applicable dates of coverage;
- 21 e. any reservation of rights contained in each such policy;
- 22 f. the amount of coverage presently exhausted under each
- 23 such policy;
- 24 g. the amount of coverage presently available under each
- 25 such policy;
- 26 h. whether limits contained in each such policy include
- 27 costs of defense.

28 ///

1 ANSWER:

2 Without waiving its general objections, Defendant KELLY-
3 MOORE responds as follows:

4 Please see attached list.

5
6 INTERROGATORY NO. 54:

7 Has THIS DEFENDANT owned or operated any petroleum refining
8 facilities; if so, please state:

9 a. whether any ASBESTOS-CONTAINING PRODUCT(S) WERE MARKETed
10 on the premises of such refining facilities;

11 b. the location, including the name and address of all such
12 refining facilities;

13 c. the dates of operation of such refining facilities;

14 d. the types of ASBESTOS-CONTAINING PRODUCT(S) MARKETed on
15 such premises;

16 e. the names of the manufacturers of any ASBESTOS-
17 CONTAINING PRODUCTS MARKETed on such premises;

18 f. whether THIS DEFENDANT has documents identifying such
19 MARKETing;

20 g. the IDENTITY of the custodian of such documents.

21 ANSWER:

22 Without waiving its general objections, Defendant KELLY-
23 MOORE responds as follows:

24 NO.

25
26 INTERROGATORY NO. 55:

27 Has THIS DEFENDANT held a controlling ownership interest in
28 any COMPANY which owned or operated petroleum refining

1 facilities: if so, for the period(s) of time during which THIS
2 DEFENDANT held such interest, please state:

3 a. whether any ASBESTOS-CONTAINING PRODUCTS were MARKETed
4 on the premises of such refining facilities;

5 b. the location, including the name and address of all such
6 refining facilities;

7 c. the dates of operation of such refining facilities;

8 d. the types of ASBESTOS-CONTAINING PRODUCTS MARKETed on
9 such premises;

10 e. the names of the manufacturers of any ASBESTOS-
11 CONTAINING PRODUCTS MARKETed on such premises;

12 f. whether THIS DEFENDANT has DOCUMENTS identifying such
13 MARKETing;

14 g. the IDENTITY of the custodian of such DOCUMENTS.

15 ANSWER:

16 Without waiving its general objections, Defendant KELLY-
17 MOORE responds as follows:

18 NO.

19
20 INTERROGATORY NO. 57:

21 Has THIS DEFENDANT contracted with any COMPANY for the
22 MARKETing of ASBESTOS-CONTAINING PRODUCT(S) on any premises owned
23 or leased by THIS DEFENDANT; if so, please state:

24 a. the location, including name and address of such
25 premises;

26 b. the name and address of each such COMPANY;

27 c. the types of ASBESTOS-CONTAINING PRODUCTS;

28 ///

1 d. the name of the manufacturers of such ASBESTOS-
2 CONTAINING PRODUCTS;

3 e. whether THIS DEFENDANT has DOCUMENTS of such MARKETing;

4 f. the IDENTITY of the custodian of such DOCUMENTS.

5 ANSWER:

6 Without waiving its general objections, Defendant KELLY-
7 MOORE responds as follows:

8 Not that Defendant KELLY-MOORE is aware of.

9
10 DATED:

June 8, 1990

BURNHILL, MOREHOUSE, BURFORD,
SCHOFIELD & SCHILLER, INC.

11
12
13 BY:

Kathleen S. Farley
KATHLEEN S. FARLEY
Attorneys for Defendant
KELLY-MOORE PAINT COMPANY, INC.

Interrogatory No. 8

(a) Product	(b) On Market	(c) Withdrawn	Use of Asbestos Discontinued	(d) i Description	(d) ii Color	(g) Use	Weight
Bedding Cement	12/60	Not Withdrawn	1970	Dry Powder Chrysotile 6.0%	Grayish-white Powder	Embedding tape over interior gypsum board joints between 50°F and 100°F	25-lb. bag
Taping Compound	1970	Not Withdrawn	12/15/77	Dry Powder Chrysotile 0-8.3%	Grayish-white Powder	Embedding tape over interior gypsum board joints. Between 50°F and 100°F	25-lb. bag
Finishing Compound	12/60	1982	12/20/77	Dry Powder Chrysotile 0-7.5%	Yellow or Gray Powder	To conceal joints and nail holes with interior gypsum board. Between 50°F and 100°F	25-lb. bag
Quik-Set Joint Compound	1963	Not Withdrawn	1/8/78	Dry Powder Chrysotile 0-6.0%	Off-white Powder	Fast Setting Joint Cement Between 45°F and 80°F	25-lb. bag
All Purpose (Triple Duty)	12/60	1982	1/10/78	Dry Powder Chrysotile 0-8.3%	Grayish-white Powder	For taping, topping and texturing. Between 50°F and 100°F	25-lb. bag
Ready Mix Taping	Unknown	4/76	Unknown	Pre-Mix Chrysotile 2.0 to 2.6%	Off-white Paste	Embedding tape over interior gypsum board joints. Between 50°F and 100°F	50-lb. ctn
Ready Mix All Purpose	12/60	Not Withdrawn	1/13/78	Pre-Mix Chrysotile 0-2.6%	Off-white Paste	For taping, topping and texturing interiors. Between 50°F and 100°F	1 gal. pail 48-lb. ctn 50-lb. ctn 62-lb. pail

Interrogatory No. 8 (contd):

(a) Product	(b) On Market	(c) Withdrawn	Use of Asbestos Discontinued	(d) i Description	(d) ii Color	(g) Use	Weight
Ready Mix Topping	1963	Not Withdrawn	1/14/78	Pre-Mix Chrysotile 0-2.6%	Off-white or Yellow Paste	To conceal joints and nail holes for inter- ior gypsum board. Between 50°F and 100°F	50-lb. ctn 62-lb. pail
Wall Texture (Bestex A)	12/60	Not Withdrawn	2/11/78	Dry Powder Chrysotile 0-8.8%	Off-white Powder	Wall texture on interiors. Between 50°F and 100°F	25-lb. bag 50-lb. bag
Texture Paint (not in California)	Unknown	Not Withdrawn	2/11/78	Dry Powder Chrysotile 0-6.7%	Off-white Powder	Texture Between 50°F and 100°F	25-lb. bag
Splatter Texture (not in Calif.)	Unknown	1980	1/12/78	Dry Powder Chrysotile 0-6.0%	Off-white Powder	Texture Between 50°F and 100°F	25-lb. bag
Sand Finish (not in Calif.)	Unknown	Not Withdrawn	1/3/78	Dry Powder Chrysotile 0-7.7%	Off-white Powder	Texture Between 50°F and 100°F	25-lb. bag
Ceiling Texture (Bestex D)	1964	Not Withdrawn	3/9/78	Dry Powder Chrysotile 0-10.0%	Off-white or White Powder	Texture for interior cell- ings. Between 50°F and 100°F	31-lb. bag 32-lb. bag 40-lb. bag
Product 225	1963	Not Withdrawn	1968	Paint Chrysotile 0-6.1%	Paint	Surface Conditioner	1-gal. pail 5-gal. pail
Product 235	1972	Not Withdrawn	1978	Paint Chrysotile 0-7.5%	Paint	Tex-Bond	1-gal. pail 5-gal. pail
Product 521	1974	Not Withdrawn	1978	Paint Chrysotile 0-3.9%	Paint	Block Filler	1-gal. pail 5-gal. pail
Radiant Heat Fill	1974	Unknown	Unknown, but did not contain asbestos by 1978	Dry Powder Chrysotile	Powder	Radiant Heat Fill	Bag

KILBY-MOORE PAINT COMPANY, INC.
Summary of Liability Policies
January 1, 1956 - October 1, 1964

Insurer	Policy Number	Type of Liability Coverage	Amount of Coverage	Remarks
1/1/56 - 1/1/57 Zurich Insurance Company*	87-25-771	Auto & Gen. Liability	Unverified	
1/1/57 - 1/1/58 Zurich Insurance Company*	88-22-064	Auto & Gen. Liability	Unverified	
1/1/58 - 1/1/59 Zurich Insurance Company*	89-24-346	Auto & Gen. Liability	Unverified	
1/1/59 - 1/1/60 Zurich Insurance Company*	89-39-250	Auto & Gen. Liability	Unverified	
1/1/60 - 1/1/61 Zurich Insurance Company*	81-01-368	Auto & Gen. Liability	Unverified	
1/1/61 - 1/1/62 Zurich Insurance Company*	82-35-990	Auto & Gen. Liability	Unverified	
1/1/62 - 1/1/63 Zurich Insurance Company*	83-24-627	Auto & Gen. Liability	Unverified	
1/1/63 - 1/1/64 Zurich Insurance Company	84-24-080	Auto & Gen. Liability	M.I. 500,000/1,000,000 P.D. Auto 50,000 P.H. Other 50,000/100,000	
1/1/64 - 1/1/65 Zurich Insurance Company	84-27-219	Auto & Gen. Liability	M.I. 25,000/100,000 P.D. Auto 50,000 P.H. Other 50,000	

*Policy unavailable at present time. A copy has been requested from the carrier. We believe there is an umbrella policy for this year, but we have been unable to locate it at present.

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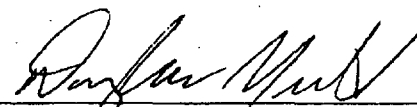
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1 VERIFICATION

2
3 I hereby declare under penalty of perjury that I am the
4 Vice President -
5 Manufacturing Operations of KELLY-MOORE PAINT COMPANY, INC., a
6 corporation, a party in the In Re Complex Asbestos Litigation and
7 the In Re Shipyard and Applicator Asbestos Cases (Consolidated
8 for Discovery cases, and am authorized to make this Verification
9 for and on behalf of said corporation; that I have read Defendant
10 Kelly-Moore's Answers to Plaintiffs' Standard Set of
11 Interrogatories (Set No. One), and know the contents thereof, and
12 the same is true of my own knowledge, except as to matters which
13 are therein stated upon my information and belief, and as to
those matters I believe them to be true.

14 Executed at San Carlos, California, this 7th day of
15 June, 1990.

16
17 
18 DOUGLAS MERRILL

1 **PROOF OF SERVICE BY MAIL**

2 I declare that:

3
4 I am employed in the County of Contra Costa, I am over the
5 age of eighteen years and not a party to the within cause; my
6 business address is 1220 Oakland Boulevard, Suite 200, Walnut
7 Creek, California 94596. On June 20, 1990, I served the within

8
9 **DEFENDANT KELLY-MOORE'S ANSWERS TO**
10 **PLAINTIFFS' STANDARD SET OF INTERROGATORIES**

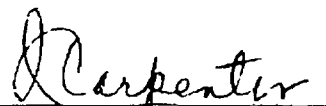
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13 in said actions by placing a true copy of each enclosed in a
14 sealed envelope with postage thereon fully prepaid, in the United
15 States Mail at Walnut Creek, California, addressed as follows:

16
17 See attached Plaintiff Counsel and Defense Counsel lists for

18 **IN RE COMPLEX ASBESTOS LITIGATION,**
Alameda County SC No. 607734-9

19 **IN RE SHIPYARD AND APPLICATOR ASBESTOS CASES**
20 **(CONSOLIDATED FOR DISCOVERY),**
Alameda County SC No. 537868-7

21
22
23 I declare under penalty of perjury that the foregoing is
24 true and correct. Executed on June 20, 1990, at Walnut Creek, CA
25 94596.

26
27 
28 **Irene Carpenter**

IN RE COMPLEX ASBESTOS LITIGATION - ALAMEDA COUNTY

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IN RE COMPLEX ASBESTOS LITIGATION - ALAMEDA COUNTY

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