

FILE NAME: Goodyear (GY)

DATE: 1999 May 4

DOC#: GY097

DOCUMENT DESCRIPTION: Legal - Defendant GY's 5th Amended Response to Plaintiffs' Standard Interrogatories

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6 Attorneys for Defendant, THE GOODYEAR TIRE & RUBBER COMPANY

7  
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 IN AND FOR THE COUNTY OF SAN FRANCISCO

10  
11 IN RE: COMPLEX ASBESTOS ) No. 828684  
LITIGATION. )  
12 ) DEFENDANT THE GOODYEAR TIRE &  
13 ) RUBBER COMPANY'S FIFTH AMENDED  
14 ) RESPONSE TO PLAINTIFFS'  
15 ) STANDARD INTERROGATORIES TO ALL  
16 ) DEFENDANTS

17 PROPOUNDING PARTY: Plaintiffs  
18 RESPONDING PARTY: The Goodyear Tire & Rubber Company  
19 SET NUMBER: One

20 **PREAMBLE**

21 Plaintiffs allege Goodyear Aerospace, Loral Corporation and  
22 Aircraft Braking Systems Corporation are successors in interest to  
23 The Goodyear Tire & Rubber Company. Such an allegation has arisen  
24 in conjunction with litigation involving aircraft brake assemblies.  
25 In 1974, The Goodyear Tire & Rubber Company acquired Goodyear  
26 Aerospace Corporation, which was a manufacturer and seller of  
27 aircraft brake assemblies. In 1987, Loral Corporation acquired the  
28 brake division of Goodyear Aerospace Corporation. In April of

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1 1989, Loral Corporation sold the aircraft braking division to  
2 Aircraft Braking Systems Corporation.

3 Plaintiffs argue they are entitled to know whether The  
4 Goodyear Tire & Rubber Company has information these alleged  
5 alternate entities may have responsive to the G.O. 129  
6 Interrogatories. Defendant The Goodyear Tire & Rubber Company  
7 disputes that it is required to answer the G.O. 129 Interrogatories  
8 in a way which would include information these alleged alternate  
9 entities would have responsive to the requests. Plaintiffs'  
10 counsel, however, has represented the court is requiring such a  
11 response and has provided a transcript of court proceedings where  
12 such a requirement was ordered. Thus, defendant The Goodyear Tire  
13 & Rubber Company responds to plaintiffs' request based on said  
14 representations and to avoid an unnecessary costly discovery  
15 dispute. Defendant, however, reserves the right to terminate such  
16 types of responses if the court later determines such a response is  
17 legally inappropriate. In fact, defendant The Goodyear Tire &  
18 Rubber Company maintains that such a response is inappropriate,  
19 exceeds defendant's personal knowledge, and violates work product  
20 privileges. By answering whether The Goodyear Tire & Rubber  
21 Company has information these alleged alternate entities may have  
22 responsive to the G.O. 129 Interrogatories, defendant does not  
23 admit plaintiffs' alternate entity theory is correct. Without  
24 waiving said objection and reservation of rights, defendant The  
25 Goodyear Tire & Rubber Company responds as follows:

26 Defendant The Goodyear Tire & Rubber Company performed a  
27 reasonable and diligent search and determined that it has no  
28 different or additional information Goodyear Aerospace, Aircraft

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1 Braking Systems Corporation, or Loral Corporation would provide to  
2 the G.O. 129 Interrogatories addressing asbestos containing  
3 aircraft brake assemblies. Moreover, The Goodyear Tire & Rubber  
4 Company notes that Loral Corporation is an existing entity which  
5 participates in current San Francisco asbestos litigation and  
6 prepares its own G.O. 129 Interrogatory responses. The Goodyear  
7 Tire & Rubber Company does not admit the truth of any of the  
8 information contained within Loral Corporation's G.O. 129  
9 Interrogatory responses, as The Goodyear Tire & Rubber Company does  
10 not have the requisite personal knowledge or authority to do so.  
11 For discovery purposes, however, The Goodyear Tire & Rubber Company  
12 responds that it has no information which is different from and/or  
13 additional to the information Loral Corporation provides in its own  
14 G.O. 129 Interrogatory responses.

15 Defendant The Goodyear Tire & Rubber Company responds to  
16 plaintiffs' Standard Interrogatories to all Defendants based on  
17 information presently available to defendant after a reasonable and  
18 diligent search, as set forth below.

19 Dated: April 26, 1999

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21 A Professional Law Corporation

22  
23 BY Kristine E. Balogh  
KRISTINE E. BALOGH  
24 State Bar No. 179163

25  
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1                   RESPONSES TO GENERAL ORDER NO. 129 INTERROGATORIES

2   RESPONSE TO INTERROGATORY NO. 1:

3           James Boyazis, Vice-President, Secretary of The Goodyear Tire  
4   & Rubber Company.

5   RESPONSE TO INTERROGATORY NO. 2:

6           Mr. James Boyazis served in various posts throughout Goodyear  
7   and its subsidiaries from 1983 to January 1, 1986, when he joined  
8   the Goodyear legal department. On June 2, 1987, Mr. Boyazis became  
9   the Vice President and Secretary of Goodyear, and remains in that  
10   position to date.

11   RESPONSE TO INTERROGATORY NO. 3:

12           Yes.

13           a. The Goodyear Tire & Rubber Company;

14           b. Ohio

15           c. August 2, 1898;

16           d. 1144 East Market Street, Akron, Ohio 44316.

17           e. Goodyear is certified to do business in California, however  
18   the effective dates are unknown.

19           f. Wholly owned

20           g. Goodyear's registered agent in California is CT Corporation  
21   System, 818 W. Seventh Street, Los Angeles, CA 90017.

22   RESPONSE TO INTERROGATORY NO. 4:

23           No.

24   RESPONSE TO INTERROGATORY NO. 5:

25           Not Applicable.

26   RESPONSE TO INTERROGATORY NO. 6:

27           Not Applicable.

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1 RESPONSE TO INTERROGATORY NO. 7:

2 Not Applicable.

3 RESPONSE TO INTERROGATORY NO. 8:

4 Not Applicable.

5 RESPONSE TO INTERROGATORY NO. 9:

6 The Goodyear Tire & Rubber Company no longer has an employee,  
7 agent, manager, director or officer capable of acting as a  
8 Custodian of Records for documents regarding asbestos containing  
9 products. The documents defendant produces with its General Order  
10 129 Interrogatories, responsive to interrogatory no. 41, were  
11 compiled during litigation. As to other documents, James Boyazis,  
12 Vice President and Secretary of Goodyear. Defendant reserves the  
13 right to supplement or amend its response based on information  
14 inadvertently omitted/misstated or information learned in the  
15 future.

16 RESPONSE TO INTERROGATORY NO. 10:

17 a. - c. To the extent that the interrogatory requests a  
18 Person Most Knowledgeable, James Boyazis performed a reasonable and  
19 diligent search and cannot identify a current employee, agent,  
20 director, officer or manager with personal knowledge to act as a  
21 Person Most Knowledgeable regarding asbestos containing products.  
22 Defendant reserves the right to supplement or amend its response  
23 based on information inadvertently omitted/misstated or information  
24 learned in the future.

25 RESPONSE TO INTERROGATORY NO. 11:

26 Industrial Hygienists: Arthur Kelson, Robert Manning, H.W.  
27 McInerney, R.W. Modrell, J.L. Holtshouser. Medical Directors: H.  
28 Conn, M.D., P.A. Davis, M.D., L.C. Hatch, C.A. Johnson, M.D.

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1 Defendant reserves the right to supplement or amend its response  
2 based on information inadvertently omitted/misstated or information  
3 learned in the future.

4 RESPONSE TO INTERROGATORY NO. 12:

5 a. Asbestos IV, 95-C-8888; Cunningham v. Goodyear, Civil  
6 Action #91-0097C; DiCarlo v. Goodyear, 96 ACM-2 Civil No. 95-1471-  
7 04; Heinrich v. Goodyear, Case No. M80-1956; Shiro v. Goodyear,  
8 Civil Action #CA3-85-0389-T.

9 b. Circuit Court of Kanawha County, W.V.; U.S. District  
10 Court for the Western District of NY; Circuit Court of the State of  
11 Hawaii; U.S. District Court for the District of Maryland; U.S.  
12 District Court for the Northern District of Texas (Dallas  
13 Division.)

14 c. Dates unknown.

15 d. Counsel's names unknown.

16 e. Court reporter unknown.

17 Defendant reserves the right to supplement or amend its  
18 response based on information inadvertently omitted/misstated or  
19 information learned in the future.

20 Transcripts available upon request, at plaintiffs' cost.

21 RESPONSE TO INTERROGATORY NO. 13:

22 a. No.

23 b. Yes (1925-1976).

24 c. No.

25 d. No.

26 e. No.

27 f. No.

28 g. No.

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- 1 h. No.  
2 i. Yes (1964 to 1974).  
3 j. No.  
4 k. No.  
5 l. No.  
6 m. No.  
7 n. No.  
8 o. Yes (1954 to present).  
9 p. No.  
10 q. No.  
11 r. No.  
12 s. No.  
13 t. No.  
14 u. No.  
15 v. None.  
16 w. None.

17 Defendant reserves the right to supplement or amend its  
18 response based on information inadvertently omitted/misstated or  
19 information learned in the future.

20 RESPONSE TO INTERROGATORY NO. 14:

21 a. American Industrial Hygiene Assoc., 1925-1976; Industrial  
22 Hygiene Foundation and/or Industrial Health Foundation, 1964-1974;  
23 National Safety Council, 1954 to the present.

24 b. Defendant has done a reasonable and diligent search and  
25 has no information to respond to this interrogatory question.

26 c. Defendant has done a reasonable and diligent search and  
27 has no information to respond to this interrogatory question.

28

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1 Defendant reserves the right to supplement or amend its response  
2 based on information inadvertently omitted/misstated or information  
3 learned in the future.

4 RESPONSE TO INTERROGATORY NO. 15:

5 No.

6 RESPONSE TO INTERROGATORY NO. 16:

7 No.

8 RESPONSE TO INTERROGATORY NO. 17:

9 No.

10 RESPONSE TO INTERROGATORY NO. 18:

11 Yes. Subscription to the Journal of Occupational Medicine,  
12 with subscriptions going back to 1947.

13 a. 1947.

14 b. Goodyear's Corporate Industrial Hygiene Department at  
15 1144 East Market Street, Akron, Ohio 44316.

16 c. J. L. Holtshouser.

17 Defendant reserves the right to supplement or amend its  
18 response based on information inadvertently omitted/misstated or  
19 information learned in the future.

20 RESPONSE TO INTERROGATORY NO. 19:

21 Yes.

22 a. Joint URW - Goodyear Occupational Health Committee,  
23 University of North Carolina, Chapel Hill, North Carolina.

24 b. Report prepared December 1977; Lung Cancer Among Rubber  
25 Workers at The Goodyear Akron Plants, A Case Control Study.

26 c. Goodyear Legal Department. Hardy Erich Brown & Wilson  
27 now has a copy of the report identified in (b) above.

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1 Defendant reserves the right to supplement or amend its  
2 response based on information inadvertently omitted/misstated or  
3 information learned in the future.

4 Said document will be provided to plaintiffs' counsel upon  
5 request at plaintiffs' cost.

6 RESPONSE TO INTERROGATORY NO. 20:

7 No.

8 RESPONSE TO INTERROGATORY NO. 21:

9 Yes.

10 a. Plant 2, Akron, Ohio, Asland, Ohio.

11 b. Beginning in 1972. Dates of individualized tests are  
12 unknown. Defendant conducted air monitoring tests and mandatory  
13 medical surveillance program as required by OSHA regulations.

14 c. Unknown. Defendant reserves the right to supplement or  
15 amend its response based on information inadvertently  
16 omitted/misstated or information learned in the future.

17 d. Without the actual date of said test, the plant and  
18 department at which said test was taken, defendant cannot access  
19 said documents. As to responses stated as "unknown", defendant has  
20 performed a reasonable and diligent search, however, is unable to  
21 locate information responsive to the interrogatory. Defendant  
22 reserves the right to supplement or amend its response based on  
23 information inadvertently omitted/misstated or information learned  
24 in the future.

25 e. Unknown at this time. As to responses stated as  
26 "unknown", defendant has performed a reasonable and diligent  
27 search, however, is unable to locate information responsive to the  
28 interrogatory.

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1 Defendant reserves the right to supplement or amend its  
2 response based on information inadvertently omitted/misstated or  
3 information learned in the future.

4 RESPONSE TO INTERROGATORY NO. 22:

5 No.

6 RESPONSE TO INTERROGATORY NO. 23:

7 No.

8 RESPONSE TO INTERROGATORY NO. 24:

9 Yes. In 1972, OSHA issued regulations relating to asbestos.  
10 Thereafter, Goodyear conducted air monitoring tests at facilities  
11 which used asbestos fibers and implemented a mandatory medical  
12 surveillance program as was required by OSHA regulations.

13 a. Unknown.

14 b. Unknown.

15 c. Unknown.

16 d. Unknown.

17 As to responses stated as "unknown", defendant has performed  
18 a reasonable and diligent search, however, is unable to locate  
19 information responsive to the interrogatory. Defendant reserves  
20 the right to supplement or amend its response based on information  
21 inadvertently omitted/misstated or information learned in the  
22 future.

23 RESPONSE TO INTERROGATORY NO. 25:

24 Goodyear has no information of an asbestos related workers'  
25 compensation claim prior to 1973. All known claims filed prior to  
26 1973 were non-asbestos related claims. Defendant reserves the  
27 right to supplement or amend its response based on information

28

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1 inadvertently omitted/misstated or information learned in the  
2 future.

3 RESPONSE TO INTERROGATORY NO. 26:

4 Yes. Goodyear entered into contracts with various insurers to  
5 cover both this company and all its subsidiaries effective on the  
6 dates shown below.

|    |       |                                                    |
|----|-------|----------------------------------------------------|
| 7  | a.1   | Hartford Accident & Indemnity Company;             |
|    | b,d.1 | July 1, 1940 to January 1, 1949;                   |
| 8  | c.1   | General liability coverage limits of \$300,000 per |
| 9  |       | person, \$1,000,000 per occurrence for bodily      |
|    |       | injury.                                            |
| 10 | a.2   | Liberty Mutual Insurance Company;                  |
|    | b,d.2 | January 1, 1949 to January 1, 1953;                |
| 11 | c.2   | General liability coverage limits of \$300,000 per |
| 12 |       | person, \$1,000,000 per occurrence for bodily      |
|    |       | injury.                                            |
| 13 | a.3   | Continental Casualty Company;                      |
|    | b,d.3 | January 1, 1953 to January 1, 1961;                |
| 14 | c.3   | General liability coverage limits of \$300,000 per |
| 15 |       | person, \$1,000,000 per occurrence for bodily      |
|    |       | injury.                                            |
| 16 | a.4   | The Aetna Casualty and Surety Company;             |
|    | b,d.4 | January 1, 1961 to January 1, 1971;                |
| 17 | c.4   | General liability coverage limits of \$300,000 per |
| 18 |       | person, \$1,000,000 per occurrence for bodily      |
|    |       | injury.                                            |
| 19 | a.5   | The Travelers Indemnity Company;                   |
|    | b,d.5 | January 1, 1971 to January 1, 1977;                |
| 20 | c.5   | General liability coverage limits of \$300,000 per |
| 21 |       | person, \$1,000,000 per occurrence for bodily      |
|    |       | injury.                                            |

22 The principal place of business for each company is equally  
23 available to plaintiffs. Defendant reserves the right to  
24 supplement or amend its response based on information inadvertently  
25 omitted/misstated or information learned in the future.

26 RESPONSE TO INTERROGATORY NO. 27:

27 The Goodyear Tire and Rubber Company acquired or started the  
28 following entities:



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1 a. - c. Goodyear Aerospace Corporation, 1210 Massillon Road,  
2 Akron, Ohio, a manufacturer and seller of aircraft brakes  
3 containing asbestos components from 1974 to 1984 and industrial  
4 brakes with asbestos brake linings from 1979 to 1984.

5 Goodyear Canada, Inc., 10 Four Seasons Place, Etobicoke,  
6 Ontario M98 602, a manufacturer and seller of asbestos gasket  
7 material from 1970 to 1973.

8 Motor Wheel Corporation, with principal offices at 1600 Larch  
9 Street, and subsequently 4000 Collins Road, Lansing, Michigan, a  
10 manufacturer and seller of electric brakes for trailers and mobile  
11 homes which contained asbestos brake linings from 1964 to 1969.

12 Goodyear Aerospace Corporation was incorporated in the State  
13 of Ohio on December 5, 1939. Goodyear Canada, Inc., was  
14 incorporated in Ontario, Canada on March 30, 1927. Motor Wheel  
15 Corporation was incorporated in Michigan, date unknown. Defendant  
16 reserves the right to supplement or amend its response based on  
17 information inadvertently omitted/misstated or information learned  
18 in the future.

19 RESPONSE TO INTERROGATORY NO. 28:

- 20 a. No.  
21 b. No.  
22 c. No.  
23 d. Yes, from 1914 - 1981.  
24 e. Yes, from 1914 - 1981.  
25 f. No.  
26 g. No.  
27 h. No.  
28 i. No.

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1 RESPONSE TO INTERROGATORY NO. 29:

- 2 a. Unknown  
3 b. Not Applicable.  
4 c. Not Applicable.  
5 d. See Answer to Interrogatory No. 31 below.  
6 e. Unknown.  
7 f. See Answer to Interrogatory No. 31 below.  
8 g. Unknown.  
9 h. Not Applicable.  
10 i. Not Applicable.

11 As to responses stated as "unknown", defendant has performed  
12 a reasonable and diligent search, however, is unable to locate  
13 information responsive to the interrogatory. Defendant reserves  
14 the right to supplement or amend its response based on information  
15 inadvertently omitted/misstated or information learned in the  
16 future.

17 RESPONSE TO INTERROGATORY NO. 30:

- 18 a. Yes, from 1914 - 1981.  
19 b. No.  
20 c. Yes, from 1914 - 1981.  
21 d. Yes, from 1914 - 1981.  
22 e. Yes, from 1914 - 1981.  
23 f. Yes, from 1914 - 1981.  
24 g. Yes, from 1914 - 1981.  
25 h. No.

26 As to responses stated as "unknown", defendant has performed  
27 a reasonable and diligent search, however, is unable to locate  
28 information responsive to the interrogatory. Defendant reserves

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1 the right to supplement or amend its response based on information  
2 inadvertently omitted/misstated or information learned in the  
3 future.

4 RESPONSE TO INTERROGATORY NO. 31:

5 a. Asbestos gasket material known as "Goodyearite" or sold  
6 to Durabla Manufacturing Co.

7 b. This material was first offered for sale in 1914; after  
8 reasonable inquiry, Goodyear is unable to provide test or  
9 experimental marketing dates.

10 c. If Goodyear marketed this material in the relevant  
11 geographical area, it ceased marketing this material in 1969.

12 d. Approximately 80 percent chrysotile asbestos and  
13 20 percent rubber compound.

14 e. Appearance of shiny gray, black, or white cardboard.  
15 Produced in sheets 1/64 to 1/4 inch thick and approximately  
16 120 inches by 150 inches.

17 f. Fabrication of gaskets in applications requiring  
18 resistance to heat. The product was designed to be used in  
19 temperatures up to 400 degrees Fahrenheit.

20 g. No.

21 h. Goodyear is able to identify only the following asbestos  
22 suppliers: Lake Asbestos of Quebec, Ltd., P.O. Box 88, Black Lake,  
23 Quebec; Asbestos Corporation, Ltd., 1940 Sun Life Building, 1155  
24 Metcalfe Street, Montreal, Quebec H5B 2x6; Johns-Manville Canada,  
25 Inc., 295 The West Mall, Etobicoke, Ontario M96 427; Bell Asbestos  
26 Mines, Inc., P.O. Box 99, Thetford Mines, Quebec G6G 5S4.

27 i. Asbestos gasket material was sold directly to the gasket  
28 manufacturer. No sales of asbestos gasket material are known to



1 varied anywhere from one to four. The bulk of the product was  
2 rubber compound.

3 e. This hose was grey in appearance. Literature on a  
4 subsequent hose without asbestos content with a similar exterior  
5 appearance is produced. See literature.

6 f. The hose was produced for a special application to  
7 supplement the line of industrial hose offered by Goodyear. The  
8 intended use of the product is indicated by the name and  
9 description. Generally speaking, asbestos is used in a product to  
10 resist exposure to friction or heat. The ply of woven fabric of  
11 asbestos and cotton served as a heat shield allowing use of the  
12 hose in applications where it would be subjected to external heat.

13 g. No.

14 h. Information and belief is the fabric was supplied by  
15 Raybestos-Manhattan, 205 Middle St., Bridgeport, Conn. 06603.

16 i. Asbestos-containing hoses were sold through distributors,  
17 of an unknown identity, and directly from Goodyear upon occasion.  
18 The hose product would have been sold to distributors within the  
19 geographical scope of these interrogatories, but the identities of  
20 such other entities are unknown.

21 j. Defendant does not have possession or control of any  
22 documents regarding asbestos containing products, other than the  
23 documents attached to General Order 129 Interrogatories served on  
24 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
25 41.

26 As to responses stated as "unknown", defendant has performed  
27 a reasonable and diligent search, however, is unable to locate  
28 information responsive to the interrogatory. Defendant reserves

1 the right to supplement or amend its response based on information  
2 inadvertently omitted/misstated or information learned in the  
3 future.

4 -----

5 a. Steam hose, including pile driver hose.

6 b. This material was first offered for sale in 1931; after  
7 reasonable inquiry, Goodyear is unable to provide test or  
8 experimental marketing dates.

9 c. If Goodyear marketed this material in the relevant  
10 geographical area, it ceased marketing this material on August 24,  
11 1970.

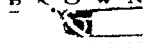
12 d. Braided 9 cut 2 ply of yarn made of asbestos and rayon.  
13 The ply accounted for approximately 3.78% of the product by weight,  
14 3.156 lbs. of a total weight of 83.448 lbs. in 100 feet of hose.  
15 The braided asbestos ply which was Commercial Raybestos-Manhattan  
16 920 was encapsulated under a rubber compound outer layer. The bulk  
17 of the hose was rubber compound.

18 e. The hose was produced for a special application to  
19 supplement the line of industrial hose offered by Goodyear.  
20 Goodyear hose was ordinarily marked Goodyear with Goodyear's winged  
21 foot logo. Some such products may also have had the trademark  
22 Flexsteel.

23 f. Use of the product is indicated by its name and  
24 description. The ply served as a heat resistant wick. Steam hose  
25 was designed to be used in temperatures up to 400 degrees  
26 Fahrenheit.

27 g. No.

28 h. Raybestos-Manhattan.

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1 i. Asbestos-containing hoses were sold through distributors,  
2 of an unknown identity, and directly from Goodyear upon occasion.  
3 The hose product would have been sold to distributors within the  
4 geographical scope of these interrogatories, but the identities of  
5 other such entities are unknown.

6 j. Defendant does not have possession or control of any  
7 documents regarding asbestos containing products, other than the  
8 documents attached to General Order 129 Interrogatories served on  
9 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
10 41.

11 As to responses stated as "unknown", defendant has performed  
12 a reasonable and diligent search, however, is unable to locate  
13 information responsive to the interrogatory. Defendant reserves  
14 the right to supplement or amend its response based on information  
15 inadvertently omitted/misstated or information learned in the  
16 future.

17

18 a. Conveyor belt with asbestos burn shield.

19 b. This product was first marketed before 1962; after  
20 reasonable inquiry, Goodyear is unable to provide test or  
21 experimental marketing dates.

22 c. If Goodyear marketed this material in the relevant  
23 geographical area, it ceased marketing this material in 1962.

24 d. The burn shield was manufactured for Goodyear by others  
25 and we are unable to determine the asbestos content. The burn  
26 shield is estimated to have accounted for approximately 5% of the  
27 product's weight. Specifications for the product have neither been  
28 identified nor found.

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1 e. See a. Goodyear belting was marked with Goodyear's winged  
2 foot logo.

3 f. Used as a conveyor belt on conveyor systems in  
4 applications requiring the belt carry hot materials or otherwise  
5 resist friction and heat.

6 g. No.

7 h. Information and belief is the burn shield supplier was  
8 Raybestos-Manhattan, Inc.

9 i. Asbestos-containing conveyor belting was sold through  
10 distributors, of an unknown identity, and directly from Goodyear  
11 upon occasion. The product would have been sold to distributors  
12 within the geographical scope of these interrogatories, but the  
13 identities of other such entities are unknown.

14 j. Defendant does not have possession or control of any  
15 documents regarding asbestos containing products, other than the  
16 documents attached to General Order 129 Interrogatories served on  
17 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
18 41.

19 As to responses stated as "unknown", defendant has performed  
20 a reasonable and diligent search, however, is unable to locate  
21 information responsive to the interrogatory. Defendant reserves  
22 the right to supplement or amend its response based on information  
23 inadvertently omitted/misstated or information learned in the  
24 future.

25 -----

26 a. Plio-Nail.

27 b. About 1970; after reasonable inquiry, Goodyear is unable  
28 to provide test or experimental marketing dates.

1 c. If Goodyear marketed this material in the relevant  
2 geographical area, it ceased marketing this material in 1981.

3 d. A styrene butadiene rubber resin mastic containing 30%  
4 petroleum distillate and 1.3% chrysotile asbestos.

5 e. The product was a viscous material placed in caulk tubes  
6 marked with the trademarks Plio-Nail, Pliobond and the Goodyear  
7 winged foot logo. Photographs are produced.

8 f. See e. Used as an adhesive in applications requiring  
9 resistance to heat.

10 g. No.

11 h. Johns-Manville.

12 i. The identity of the distributor for this product is  
13 currently unknown. However, one distributor existed nationally for  
14 this product. The distributor repackaged the adhesive for sale.

15 j. Defendant does not have possession or control of any  
16 documents regarding asbestos containing products, other than the  
17 documents attached to General Order 129 Interrogatories served on  
18 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
19 41.

20 As to responses stated as "unknown", defendant has performed  
21 a reasonable and diligent search, however, is unable to locate  
22 information responsive to the interrogatory. Defendant reserves  
23 the right to supplement or amend its response based on information  
24 inadvertently omitted/misstated or information learned in the  
25 future.

26 -----  
27 a. Aircraft brakes.

28

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1           b.    1939; after reasonable inquiry, Goodyear is unable to  
2 provide test or experimental marketing dates.

3           c.    If Goodyear marketed this material in the relevant  
4 geographical area, it ceased marketing this material in 1973.

5           d.    Aircraft brake linings were made with asbestos type  
6 Chrysotile 7D. Percent of asbestos was 10% to 45% depending upon  
7 the lining. This was combined with phenol-formaldehyde resin and  
8 sometimes copper and dust to produce a solid molded and thermo-  
9 setting phenolite compound which contained no free asbestos. Other  
10 brake components such as insulators were purchased from others and  
11 contained 50-76% asbestos in the same type of compound. There were  
12 a number of different formulae at any one time and over the years.

13           e.    See a. Asbestos-containing aircraft and industrial brake  
14 parts were shiny dark brown in color and had an appearance similar  
15 to molded bakelite. They were marked only with an ink stamped part  
16 number.

17           f.    Installation and replacement of brake linings on  
18 aircraft.

19           g.    No.

20           h.    See "brake linings". Insulators were purchased from a  
21 great variety of producers over the years during which asbestos was  
22 in general use.

23           i.    Original brake components were sold directly to aircraft  
24 manufacturers by Goodyear. Replacement brake components were sold  
25 to the military and to airlines by distributors. Goodyear is  
26 unable to identify sales or distributors within the geographical  
27 scope of this interrogatory.

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1 j. Defendant does not have possession or control of any  
2 documents regarding asbestos containing products, other than the  
3 documents attached to General Order 129 Interrogatories served on  
4 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
5 41.

6 As to responses stated as "unknown", defendant has performed  
7 a reasonable and diligent search, however, is unable to locate  
8 information responsive to the interrogatory. Defendant reserves  
9 the right to supplement or amend its response based on information  
10 inadvertently omitted/misstated or information learned in the  
11 future.

12

13 a. Industrial brakes for off-the-road hauler trucks,  
14 loaders, shuttle cars, foundry transfer cars, lifters, mining cars  
15 and industrial equipment, etc., i.e., non-over-the-road vehicles  
16 and equipment. However, note that not all types of industrial  
17 brakes sold by Goodyear contained asbestos.

18 b. 1948; after reasonable inquiry, Goodyear is unable to  
19 provide test or experimental marketing dates.

20 c. If Goodyear marketed this material in the relevant  
21 geographical area, it ceased marketing this material in 1979.

22 d. See aircraft brake linings; however, a difference in  
23 industrial brake linings is the asbestos content which ranged from  
24 10% to 30%.

25 e. See a. See aircraft brakes.

26 f. Installation and replacement of brake linings.

27 g. No.

28 h. See the first 10.h. above.

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1 i. Brake components were sold directly to the industrial  
2 equipment manufacturers by Goodyear. Replacement brake components  
3 were thereafter sold to distributors, who cannot be identified. No  
4 purchasers can be identified within the geographical scope of this  
5 interrogatory.

6 j. Defendant does not have possession or control of any  
7 documents regarding asbestos containing products, other than the  
8 documents attached to General Order 129 Interrogatories served on  
9 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
10 41.

11 As to responses stated as "unknown", defendant has performed  
12 a reasonable and diligent search, however, is unable to locate  
13 information responsive to the interrogatory. Defendant reserves  
14 the right to supplement or amend its response based on information  
15 inadvertently omitted/misstated or information learned in the  
16 future.

17 -----

18 a. Automobile brake linings.

19 b. Goodyear never manufactured automobile brake linings,  
20 thus, does not have personal knowledge of the date which automobile  
21 brake lining manufacturers began their marketing. Goodyear only  
22 provided a service, which included, use of said automobile brake  
23 linings. Since before 1930, Goodyear has purchased vehicular brake  
24 linings from brake manufacturers. Goodyear operated retail stores  
25 provided a service, where said automobile brake linings were  
26 installed into brakes as a part of a brake service. Goodyear did  
27 not make said automobile brake linings available to other entities  
28 or resell them to the public.

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1 c. Goodyear continues to provide a brake service where it  
2 replaces brake linings at its company-operated retail tire and  
3 service stores and retail outlets. Goodyear believes said  
4 automotive brake linings used in this service contain chrysotile,  
5 however, is currently unaware of the exact contents of said brake  
6 linings. Discovery continues.

7 d. Goodyear has never been the manufacturer of these brake  
8 linings and cannot answer this interrogatory.

9 e. The product is self-descriptive by identification.

10 f. Brake linings were and are used as a part of an  
11 automobile brake service at Goodyear-operated retail tire and  
12 service stores throughout the United States.

13 g. No.

14 h. Prior to 1983, Goodyear purchased such automobile brake  
15 linings centrally, directly from suppliers, primarily Raybestos and  
16 Wagner. Since then, individual company stores operated by Goodyear  
17 place their orders directly with the closest member of AAAD, which  
18 distributes and supplies brake linings for virtually all domestic  
19 brake manufacturers. Currently, the primary brands purchased are  
20 the following:

21 Wagner Brake, Cooper Industries, 930 Roosevelt Parkway,  
22 Chesterfield, MO 63701;

23 Raybestos Brand, 11045 Gage Avenue, Franklin Park, IL 60131;

24 EIS Brake Division, Standard Motor Parts, 129 Worthington  
25 Ridge, Berlin, CT 06037;

26 Trust Brand, AAAD, White Station Tower, Suite 2020, 5050  
27 Poplar Avenue, Memphis, TN 38157;

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1 Bendix Brand, Allied Automotive, 105 Pawtucket Avenue, East  
2 Providence, RI 01916.

3 i. Unknown.

4 j. Defendant does not have possession or control of any  
5 documents regarding asbestos containing products, other than the  
6 documents attached to General Order 129 Interrogatories served on  
7 plaintiffs on June 6, 1997, see Exhibit A and Response to number  
8 41.

9 As to responses stated as "unknown", defendant has performed  
10 a reasonable and diligent search, however, is unable to locate  
11 information responsive to the interrogatory. Defendant reserves  
12 the right to supplement or amend its response based on information  
13 inadvertently omitted/misstated or information learned in the  
14 future.

15 -----

16 a. Floor tile.

17 b. Heavy duty homogenous (HDH) - pre-1954 to 1975.

18 c. (1) See above. (2) Not Applicable.

19 d. 5% asbestos, 95% vinyl.

20 e. 9 x 9; 12 x 12; 6 foot rolls; many colors and styles, but  
21 usually mottled. Inscribed with the Goodyear Winged Foot logo.

22 f. Flooring.

23 g. No.

24 h. Lakes Asbestos of Quebec, Ltd. Asbestos Corp., Ltd.  
25 John-Manville Canada.

26 i. Unknown.

27 j. Defendant does not have possession or control of any  
28 documents regarding asbestos containing products, other than the

1 documents attached to General Order 129 Interrogatories served on  
2 plaintiffs on June 6, 1997, see Exhibit A and response to number  
3 41.

4 As to responses stated as "unknown", defendant has performed  
5 a reasonable and diligent search, however, is unable to locate  
6 information responsive to the interrogatory. Defendant reserves  
7 the right to supplement or amend its response based on information  
8 inadvertently omitted/misstated or information learned in the  
9 future.

10 RESPONSE TO INTERROGATORY NO. 32:

11 Not Applicable.

12 RESPONSE TO INTERROGATORY NO. 33:

13 Not Applicable.

14 RESPONSE TO INTERROGATORY NO. 34:

15 Yes. Goodyear entered into an exclusive distributor agreement  
16 with WJ Rusco Company, Akron, OH, under which the latter repackaged  
17 and distributed Plio-Nail adhesives, and other adhesives, for  
18 Goodyear, from 1970 through 1981. As to other product lines,  
19 unknown.

20 As to responses stated as "unknown", defendant has performed  
21 a reasonable and diligent search, however, is unable to locate  
22 information responsive to the interrogatory. Defendant reserves  
23 the right to supplement or amend its response based on information  
24 inadvertently omitted/misstated or information learned in the  
25 future.

26 RESPONSE TO INTERROGATORY NO. 35:

27 Yes. Goodyear entered into an exclusive distributor agreement  
28 with WJ Rusco Company, Akron, OH, under which the latter repackaged

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1 and distributed Plio-Nail adhesives, and other adhesives, for  
2 Goodyear, from 1970 through 1981.

3 Goodyear entered into a non-disclosure agreement with Durabla  
4 Manufacturing Company, of Lionville, PA, under which Goodyear  
5 received proprietary specifications from Durabla for the  
6 manufacture of asbestos gasket material under the Durabla brand for  
7 supply to Durabla exclusively from the 1913 through 1969.

8 For the ten year period from approximately 1965 to 1975,  
9 Goodyear placed purchase orders with manufacturers for automotive  
10 brake linings in boxes bearing the Goodyear brand. The brake  
11 linings were distributed to Goodyear Company retail tire &  
12 automotive service stores for brake replacement. These brake  
13 linings were likewise available to independent dealers who were  
14 authorized under contract to purchase Goodyear tires and other  
15 Goodyear brands.

16 Defendant reserves the right to supplement or amend its  
17 response based on information inadvertently omitted/misstated or  
18 information learned in the future.

19 RESPONSE TO INTERROGATORY NO. 36:

20 For the ten year period from approximately 1965 to 1975,  
21 Goodyear placed purchase orders with manufacturers for automotive  
22 brake linings in boxes bearing the Goodyear brand. The brake  
23 linings were distributed to Goodyear Company retail tire &  
24 automotive service stores for brake replacement. These brake  
25 linings were likewise available to independent dealers who were  
26 authorized under contract to purchase Goodyear tires and other  
27 Goodyear brands.

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1 Defendant reserves the right to supplement or amend its  
2 response based on information inadvertently omitted/misstated or  
3 information learned in the future.

4 RESPONSE TO INTERROGATORY NO. 37:

5 Unknown. Defendant reserves the right to supplement or amend  
6 its response based on information inadvertently omitted/misstated  
7 or information learned in the future.

8 RESPONSE TO INTERROGATORY NO. 38:

9 Yes, See Answer to Interrogatory No. 31.

10 Defendant reserves the right to supplement or amend its  
11 response based on information inadvertently omitted/misstated or  
12 information learned in the future.

13 RESPONSE TO INTERROGATORY NO. 39:

14 Yes.

15 a. 1984.

16 b. The Goodyear Tire & Rubber Company purchased certain  
17 remaining assets and liabilities in sale of assets to the Loral  
18 Corporation.

19 c. Unknown. See also response to number 41.

20 d. The product line for aircraft brake assemblies and  
21 industrial brakes was sold to the Loral Corporation.

22 e. Goodyear Aerospace Corporation.

23 f. Unknown as to location of facilities. As for product,  
24 aircraft brake assemblies and industrial brakes.

25 As to responses stated as "unknown", defendant has performed  
26 a reasonable and diligent search, however, is unable to locate  
27 information responsive to the interrogatory. Defendant reserves  
28 the right to supplement or amend its response based on information

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1 inadvertently omitted/misstated or information learned in the  
2 future.

3 -----

4 a. 1970 to 1973.

5 b. Goodyear Tire & Rubber Company started or acquired the  
6 entity Goodyear Canada, Inc., located at 10 Four Seasons Place,  
7 Etobicoke, Ontario M98 602.

8 c. Unknown. See also response to interrogatory 41.

9 d. Gasket materials.

10 e. Unknown.

11 f. Unknown as to location of facilities. Asbestos  
12 containing gasket materials.

13 As to responses stated as "unknown", defendant has performed  
14 a reasonable and diligent search, however, is unable to locate  
15 information responsive to the interrogatory. Defendant reserves  
16 the right to supplement or amend its response based on information  
17 inadvertently omitted/misstated or information learned in the  
18 future.

19 -----

20 a. 1964 to 1969

21 b. The Goodyear Tire & Rubber Company started or acquired  
22 the entity Motor Wheel Corporation, a manufacturer and seller of  
23 electric brakes for trailers and mobile homes which contained  
24 asbestos brake linings. Motor Wheel Corporation's principal  
25 offices were at 1600 Larch Street, and subsequently at 4000 Collins  
26 Road, Lansing, Michigan.

27 c. Unknown. See also response to number 41.

28

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1 d. Electric brakes for trailers and mobile homes which  
2 contained asbestos brake linings. Discovery continues.

3 e. Unknown.

4 f. Unknown as to location of facilities. Electric brakes  
5 for trailers and mobile homes which contained asbestos brake  
6 linings.

7 As to responses stated as "unknown", defendant has performed  
8 a reasonable and diligent search, however, is unable to locate  
9 information responsive to the interrogatory. Defendant reserves  
10 the right to supplement or amend its response based on information  
11 inadvertently omitted/misstated or information learned in the  
12 future.

13 RESPONSE TO INTERROGATORY NO. 40:

14 Yes.

15 a. 1974.

16 b. Transfer of aircraft brake assembly product line to  
17 Goodyear Aerospace Corporation.

18 c. Unknown. See also response to number 41.

19 d. Aircraft and industrial brake assemblies.

20 e. Goodyear Aerospace Corporation.

21 f. Manufacturing facility at 1210 Massillon Road, Akron,  
22 Ohio. Aircraft brake assemblies.

23 As to responses stated as "unknown", defendant has performed  
24 a reasonable and diligent search, however, is unable to locate  
25 information responsive to the interrogatory. Defendant reserves  
26 the right to supplement or amend its response based on information  
27 inadvertently omitted/misstated or information learned in the  
28 future.

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1

2

a. 1979.

3

4

b. Transfer of industrial brake product line to Goodyear Aerospace Corporation.

5

c. Unknown. See also response to number 41.

6

d. Industrial brake assemblies.

7

e. Goodyear Aerospace Corporation.

8

9

f. Manufacturing facility at 1210 Massillon Road, Akron, Ohio. Industrial brakes.

10

11

12

13

14

15

As to responses stated as "unknown", defendant has performed a reasonable and diligent search, however, is unable to locate information responsive to the interrogatory. Defendant reserves the right to supplement or amend its response based on information inadvertently omitted/misstated or information learned in the future.

16

17

a. 1970-1981.

18

19

20

21

b. Goodyear entered into an exclusive distributor agreement with WJ Rusco Company, Akron, OH, under which the latter repackaged and distributed Plio-Nail adhesives, and other adhesives, for Goodyear.

22

c. Unknown. See also response to number 41.

23

d. Plio-Nail adhesives. Discovery continues.

24

e. WJ Rusco Company, Akron, OH.

25

26

f. As to location, unknown. As to products, Plio-Nail adhesives and other adhesives.

27

28

As to responses stated as "unknown", defendant has performed a reasonable and diligent search, however, is unable to locate

1 information responsive to the interrogatory. Defendant reserves  
2 the right to supplement or amend its response based on information  
3 inadvertently omitted/misstated or information learned in the  
4 future.

5 -----

6 a. 1913-1969.

7 b. Goodyear entered into a non-disclosure agreement with  
8 Durabla Manufacturing Company, of Lionville, PA, under which  
9 Goodyear received proprietary specifications from Durabla for the  
10 manufacture of asbestos gasket material under the Durabla brand for  
11 supply to Durabla exclusively.

12 c. Unknown. See also response to number 41.

13 d. Asbestos gasket material under the Durabla brand.

14 e. Durabla Manufacturing Company, of Lionville, PA.

15 f. As to location, unknown, discovery continues. As to  
16 product, asbestos gasket material under the Durabla brand.

17 As to responses stated as "unknown", defendant has performed  
18 a reasonable and diligent search, however, is unable to locate  
19 information responsive to the interrogatory. Defendant reserves  
20 the right to supplement or amend its response based on information  
21 inadvertently omitted/misstated or information learned in the  
22 future.

23 RESPONSE TO INTERROGATORY NO. 41:

24 Defendant identifies the same documents served in response to  
25 this interrogatory in its Response to Plaintiffs' Standard  
26 Interrogatories to All Defendants, Set No. One, served by Goodyear  
27 on June 6, 1996, see Exhibit A. As to A-G, defendant responds  
28 unknown. Defendant has no new documents responsive to this

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1 request. Defendant cannot further respond to this interrogatory,  
2 as it obtained these documents by and through its attorneys during  
3 general litigation. Other than the documents in Exhibit A,  
4 defendant does not currently have documents regarding asbestos  
5 containing products. Defendant also has no current employee,  
6 agent, manager, officer, or director with personal knowledge to  
7 respond to questions regarding said documents.

8 As to responses stated as "unknown", defendant has performed  
9 a reasonable and diligent search, however, is unable to locate  
10 information responsive to the interrogatory. Defendant reserves  
11 the right to supplement or amend its response based on information  
12 inadvertently omitted/misstated or information learned in the  
13 future.

14 RESPONSE TO INTERROGATORY NO. 42:

15 No.

16 RESPONSE TO INTERROGATORY NO. 43:

17 Not Applicable.

18 RESPONSE TO INTERROGATORY NO. 44:

19 Unknown as to when Goodyear was aware asbestos could be  
20 hazardous to human health and under what circumstances the  
21 information was derived. By December of 1977, Goodyear was aware  
22 of studies concerning asbestos workers, textile workers and talc  
23 workers with alleged excess risk for lung cancer and/or  
24 mesothelioma, purportedly due to asbestos exposure.

25 As to responses stated as "unknown", defendant has performed  
26 a reasonable and diligent search, however, is unable to locate  
27 information responsive to the interrogatory. Defendant reserves  
28 the right to supplement or amend its response based on information

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1 inadvertently omitted/misstated or information learned in the  
2 future.

3 RESPONSE TO INTERROGATORY NO. 45:

4 The December 1977 date is derived from a report prepared for  
5 the Joint URW-Goodyear Occupational Health Committee by Elizabeth  
6 Delzell, MSPH, Occupational Health Studies Group, University of  
7 North Carolina, Chapel Hill, North Carolina. As for awareness that  
8 asbestos could be hazardous to human health and under what  
9 circumstances said information was derived; unknown. The December  
10 1977 report is available for copying upon plaintiffs' request and  
11 at plaintiffs' cost.

12 As to responses stated as "unknown", defendant has performed  
13 a reasonable and diligent search, however, is unable to locate  
14 information responsive to the interrogatory. Defendant reserves  
15 the right to supplement or amend its response based on information  
16 inadvertently omitted/misstated or information learned in the  
17 future.

18 RESPONSE TO INTERROGATORY NO. 46:

19 The December 1977 date is derived from a report prepared for  
20 the Joint URW-Goodyear Occupational Health Committee by Elizabeth  
21 Delzell, MSPH, Occupational Health Studies Group, University of  
22 North Carolina, Chapel Hill, North Carolina. As for awareness that  
23 asbestos could be hazardous to human health and under what  
24 circumstances said information was derived; unknown. The December  
25 1977 report is available upon plaintiffs' request and at  
26 plaintiffs' cost.

27 As to responses stated as "unknown", defendant has performed  
28 a reasonable and diligent search, however, is unable to locate

1 information responsive to the interrogatory. Defendant reserves  
2 the right to supplement or amend its response based on information  
3 inadvertently omitted/misstated or information learned in the  
4 future.

5 RESPONSE TO INTERROGATORY NO. 47:

6 Unknown. As to responses stated as "unknown", defendant has  
7 performed a reasonable and diligent search, however, is unable to  
8 locate information responsive to the interrogatory. Defendant  
9 reserves the right to supplement or amend its response based on  
10 information inadvertently omitted/misstated or information learned  
11 in the future.

12 RESPONSE TO INTERROGATORY NO. 48:

13 Unknown. As to responses stated as "unknown", defendant has  
14 performed a reasonable and diligent search, however, is unable to  
15 locate information responsive to the interrogatory. Defendant  
16 reserves the right to supplement or amend its response based on  
17 information inadvertently omitted/misstated or information learned  
18 in the future.

19 RESPONSE TO INTERROGATORY NO. 49:

20 Unknown. As to responses stated as "unknown", defendant has  
21 performed a reasonable and diligent search, however, is unable to  
22 locate information responsive to the interrogatory. Defendant  
23 reserves the right to supplement or amend its response based on  
24 information inadvertently omitted/misstated or information learned  
25 in the future.

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1 RESPONSE TO INTERROGATORY NO. 50:

2 No. Defendant reserves the right to supplement or amend its  
3 response based on information inadvertently omitted/misstated or  
4 information learned in the future.

5 RESPONSE TO INTERROGATORY NO. 51:

6 No. Defendant reserves the right to supplement or amend its  
7 response based on information inadvertently omitted/misstated or  
8 information learned in the future.

9 RESPONSE TO INTERROGATORY NO. 52:

10 No. Defendant reserves the right to supplement or amend its  
11 response based on information inadvertently omitted/misstated or  
12 information learned in the future.

13 RESPONSE TO INTERROGATORY NO. 53:

14 No. Defendant reserves the right to supplement or amend its  
15 response based on information inadvertently omitted/misstated or  
16 information learned in the future.

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28

1 IN RE COMPLEX ASBESTOS LITIGATION

2 **PROOF OF SERVICE**

3 **CODE OF CIVIL PROCEDURE**  
4 **SECTIONS 1013, SUBDIVISION (a) AND 2015.5**

5 I am a citizen of the United States and am employed in the County of Sacramento. I am over  
6 the age of 18 years and not a party to the within cause; my business address is 1000 G Street,  
Sacramento, California 95814.

7 I am familiar with the business practice at my place of business for collection and processing  
8 of documents for mailing with the United States Postal Service. Documents so collected and  
9 processed, with postage fully prepaid, will be deposited with the United States Postal Service that  
same day in the ordinary course of business.

10 On April 26, 1999, I served the within **FIFTH AMENDED RESPONSE TO**  
11 **PLAINTIFFS' STANDARD INTERROGATORIES TO ALL DEFENDANTS** on the parties  
in this cause, by placing for collection, process and deposit a true copy thereof enclosed in a sealed  
envelope by:

- 12
- 13 ☒ United States mail by placing such envelope(s) in the designated area for collection and process of  
14 outgoing mail in accordance with this office's  
15 practice, whereby the mail is deposited in a  
16 United States mailbox, postage fully paid  
thereon, in the City of Sacramento, California,  
that same day in the ordinary course of business.
- 17 — Air express courier,  
— E-File and serve via LawPlus  
— Facsimile  
— Personal Service

18 to the parties addressed as follows:

19 **SEE ATTACHED SERVICE LIST**

20 I declare under penalty of perjury under the laws of the State of California that the foregoing  
21 is true and correct and that this declaration was executed on April 26, 1999, at Sacramento,  
California.

22 Dorothy L. Williams

Dorothy L. Williams

23  
24  
25  
26 **HARDY**  
**ERICH**  
**BROWN**  
27 **SL**  
**LSO**

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IN RE: COMPLEX ASBESTOS LITIGATION

PLAINTIFFS' COUNSEL SERVICE LIST

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1 Wartnick, Chaber, et al.  
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## VERIFICATION

STATE OF OHIO           §  
                                  §  
COUNTY OF SUMMIT   §

I, JAMES BOYAZIS, solemnly affirm under penalties of perjury that I am Vice President & Secretary of The Goodyear Tire & Rubber Company and I verify the foregoing Answers to Interrogatories on its behalf; that the matters stated therein are not within my personal knowledge; that the facts stated therein have been assembled by authorized employees and counsel of The Goodyear Tire & Rubber Company, and I am informed that the facts stated therein are true.

Executed on May 4, 1999 at Akron, Ohio.

Joseph V. Morris  
Notary Public in and for the State of Ohio

James Boyazis  
James Boyazis

My Commission Expires:

JOSEPH V. MORRIS, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.02 R.C.