

NOV. 24, 1997 2:14PM BAKER & HOSTETLER/CINCINNATI NO. 756 P. 2/36

**BAKER
&
HOSTETLER LLP**
COUNSELLORS AT LAW

**PLAINTIFF'S
EXHIBIT**

GP-182

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October 13, 1997

Ellouise Niblo
Baron & Budd
The Centrum
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219-4281

RE: Georgia-Pacific Supplemental Responses to Plaintiff's Interrogatories in Butler County, Ohio

Dear Ms. Niblo:

You requested additional information in response to Plaintiff's Interrogatories in the Butler County cases. Georgia-Pacific believes its initial responses were adequate particularly in light of our belief that no Georgia-Pacific asbestos-containing products were sold to Armco Steel Mills. Nevertheless, the following supplements our initial interrogatory responses. All previously stated objections are renewed.

A diligent effort was made to gather all available additional information, however, as I am sure you are aware, many of the events occurred over 30 years ago and many of the people involved in the manufacture and sale of Georgia-Pacific's asbestos-containing products have died. In addition, attorneys from Baron & Budd have cross-examined Georgia-Pacific's National Sales Director for Gypsum on several occasions.

I believe these are thorough, complete responses. As we stated in response to your request for production of documents, you may come to Atlanta to review Georgia-Pacific's documents at a mutually agreed upon time. However, Baron & Budd lawyers have conducted Georgia-Pacific document productions and I believe you have copies of Georgia-Pacific documents in your office.

The following are Supplemental Responses To The Interrogatories:

1. No one individual answered the interrogatories. Each response was prepared by Georgia-Pacific counsel, and the thoughts, mental processes, and investigations conducted by counsel are attorney client privileged. Documents were gathered at the direction of counsel and reviewed by

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counsel. Certain information may have been obtained from Georgia-Pacific employees in conversation with counsel. Those conversations were conducted in anticipation of litigation and w3are protected by the attorney client privilege. General information was gathered by Georgia-Pacific counsel from Glenn Wilson, O.E. Burch, William Lehnert and Gary Ricards.

3 and 4. See the corporate history listed in response to interrogatory number 3 which is a list of all names by which "Georgia-Pacific" has been known. The only corporate merger which is relevant to this litigation is the merger of Bestwall Gypsum into Georgia-Pacific which is listed in response to interrogatory number 3. Counsel for the plaintiffs have previously reviewed documents pertaining to that merger. Georgia-Pacific knows of no other companies with which it has merged or whose assets and liabilities it has purchased which manufactured asbestos-containing products at the time of the merger. It has never been claimed that Georgia-Pacific has any liability in this litigation other than for the product line it acquired in the Bestwall merger. If plaintiffs have any information which leads them to believe that Georgia-Pacific has any liability that arises from any company other than Bestwall, Georgia-Pacific will perform additional investigation and attempt to provide more information about that company. Georgia-Pacific never acquired any company or liabilities of any company for asbestos insulation products of the type that one would expect workers at an Armco Steel mill to work with or around.

5. Georgia-Pacific has never been in the business of mining raw asbestos or installing asbestos-containing products. For a period of time, Georgia-Pacific manufactured and distributed a small number of products which contained a small amount of asbestos. None would be expected to be used in a steel mill. They are:

All Purpose Joint Compound

- (a) Georgia-Pacific and its predecessor.
- (b)
 - 1. All Purpose
 - 2. Not Applicable.
 - 3. Georgia-Pacific first placed all purpose joint compound on the market for national distribution in 1967. Prior to that time, all purpose may have been available for sale in limited areas. Georgia-Pacific continues to sell asbestos-free all purpose joint compound.
 - 4. Dry white or off-white powder.
 - 5. This product is used to finish walls and ceilings.
 - 6. Packaged in bags.
 - 7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that all purpose joint compound contained 0 to 7% chrysotile asbestos.
 - 8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

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Bedding Compound

- (a) Georgia-Pacific and its predecessor.
- (b)
 - 1. Bedding Compound.
 - 2. Not applicable.
 - 3. The first year that Georgia-Pacific or its predecessors sold bedding compound was 1956. Georgia-Pacific continues to sell asbestos-free bedding compound.
 - 4. Dry white or off-white powder.
 - 5. This product is used to finish walls and ceilings.
 - 6. Packaged in bags.
 - 7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that bedding compound was a joint compound which contained 0 to 7% chrysotile asbestos.
 - 8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

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Central Mix

- (a) Georgia-Pacific and its predecessor.
- (b)
 - 1. Central Mix.
 - 2. Not applicable.
 - 3. 1970-1973.
 - 4. Dry white or off-white powder.
 - 5. This product was used to finish walls and ceilings.
 - 6. Packaged in bags.
 - 7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that central mix was a joint compound which contained 3%-7% chrysotile asbestos.
 - 8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

Dry Wall Adhesive

- (a) Georgia-Pacific.
- (b)
 - 1. Dry wall adhesive.

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2. Not applicable.
 3. 1972.
 4. Paste.
 5. Designed to adhere wallboard to wood studs.
 6. Packaged in caulking tape tube.
 7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that dry wall adhesive was a dry wall adhesive which contained 0.8% chrysotile asbestos.
 8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

Joint Compound

- (a) Georgia-Pacific.
- (b) 1. Joint Compound, Joint System
2. Not applicable.
 3. 1956-present. Georgia-Pacific continues to sell asbestos-free joint compound.

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4. Dry white or off-white powder.
5. Joint compound is used to finish walls and ceilings.
6. Packaged in bags.
7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that joint compound is a joint compound which contains 0 to 6% chrysotile asbestos.
8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

Kalite

- (a) Georgia-Pacific's predecessor.
- (b)
 1. Kalite
 2. Not applicable.
 3. 1956-1959.
 4. Dry white or off-white powder.
 5. Kalite was an acoustical plaster.

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6. Packaged in bags.
7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that kalite was an acoustical plaster which contained 0 to 2.6% chrysotile asbestos. .
8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which his irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

Laminating Compound-Ready Mix

- (a) Georgia-Pacific.
- (b)
 1. Laminating Compound-Ready Mix
 2. Not applicable.
 3. 1969.
 4. Paste.
 5. This product was used to laminate wallboard.
 6. Packaged in bags.

7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that laminating compound-ready mix was a laminating compound which contained 0 to 4% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

Lite Acoustic

(a) Georgia-Pacific's predecessor.

(b) 1. Lite acoustic.

2. Not applicable.

3. 1958-1964.

4. Dry white or off-white powder.

5. Lite acoustic was an acoustical plaster.

6. Packaged in bags.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that lite acoustic was an acoustical plaster which contained 25-29.09% chrysotile asbestos.
8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

Patching Plaster

- (a) Georgia-Pacific and its predecessor.
- (b)
 1. Patching plaster.
 2. Not applicable.
 3. 1956-present. Georgia-Pacific continues to sell asbestos-free patching plaster.
 4. Dry white or off-white powder.
 5. Patching plaster is used to patch certain plasters.
 6. Packaged in bags and boxes.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that patching plaster is a patching plaster which contains 0 to 2% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

Ready Mix

(a) Georgia-Pacific and its predecessor.

(b) 1. Ready mix.

2. Not applicable.

3. 1963-present. Georgia-Pacific continues to sell asbestos-free ready mix.

4. Paste.

5. Ready mix is used to finish walls or ceilings.

6. Packaged in boxes and cans.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that ready mix is a joint compound which contained 0 to 4.6% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

Spackling Compound

(a) Georgia-Pacific and its predecessor.

(b) 1. Spackling compound.

2. Not applicable.

3. 1956-1970 or 1971.

4. Dry white or off-white powder.

5. This product was used to finish walls and ceilings.

6. Packaged in bags and boxes.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that spackling compound was a joint compound which contained 5.5% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

Speed Set

(a) Georgia-Pacific and its predecessor.

(b) 1. Speed set.

2. Not applicable.

3. 1963-present. Georgia-Pacific continues to sell asbestos-free speed set.

4. Dry white or off-white powder.

5. Speed set is used to finish walls or ceilings.

6. Packaged in bags.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that speed set was a joint compound which contains 0 to 6.75% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

Texture

(a) Georgia-Pacific and its predecessor.

(b) 1. Texture, certex, bestex, texture.

2. Not applicable.

3. 1956-present. Georgia-Pacific continues to sell asbestos-free texture.

4. Dry white or off-white powder.

5. Texture is used to give a textured appearance to walls or ceilings.

6. Packaged in bags.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that texture is a texture which contains 0 to 15% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

Topping Compound

(a) Georgia-Pacific and its predecessors.

(b) 1. Topping compound.

2. Not applicable.

3. 1956-present. Georgia-Pacific continues to sell asbestos-free topping compound.

4. Dry white or off-white powder.

5. Topping compound is used to finish walls or ceilings.

6. Packaged in bags.

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7. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that topping compound is a joint compound which contains 0 to 7% chrysotile asbestos.
8. See 7 above.
- (c) See (b)(3) above.
- (d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.
- (e) Its packaging.
- (f) See (b)(4) above.
- (g) See (b)(5) above.

Triple Duty Joint Compound

- (a) Georgia-Pacific.
- (b)
 1. Triple duty.
 2. Not applicable.
 3. 1965-present. Georgia-Pacific continues to sell asbestos-free triple duty joint compound.
 4. Dry white or off-white powder.
 5. Triple duty is used to finish walls or ceilings.
 6. Packaged in bags.

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7. Georgia-Pacific. Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret. However, without waiving this objection, Georgia-Pacific states that triple duty is a joint compound which contains 0 to 7% chrysotile asbestos.

8. See 7 above.

(c) See (b)(3) above.

(d) Georgia-Pacific objects to this portion of plaintiff's interrogatory on the grounds that it seeks information which is a trade secret and which is irrelevant except for the information provided in response to (b)(7) above.

(e) Its packaging.

(f) See (b)(4) above.

(g) See (b)(5) above.

6. Georgia-Pacific has no record of patents issued for its asbestos-containing products.

7. Baron & Budd have previously reviewed formulas for Georgia-Pacific's products. Over the years, minor formula changes were made for each of the products. In the past formulas were produced to counsel for plaintiffs and counsel for plaintiffs may review formulas at a mutually agreed upon time. There would be no way to determine the exact purpose of each and every formula change. In general, formulas were changed to improve product performance or workability or because of the availability of certain raw materials. In 1970, an effort to remove

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asbestos from Georgia-Pacific's asbestos-containing products was undertaken. In the course of this effort, many different formulas were developed and tested. Asbestos-free formulas were used for all products by 1977. Asbestos-free formulas are still in use and are privileged trade secrets.

8. Georgia-Pacific products were distributed by Georgia-Pacific. Counsel for plaintiffs have reviewed Georgia-Pacific sales records in the past and may review them at a mutually agreed upon time in Atlanta. It is unclear how Illinois sales records could be relevant to this litigation. Georgia-Pacific does not have detailed records about products that were sold to Johns-Manville, Flintkote or Big Horn. Furthermore, Georgia-Pacific has no current information about Big Horn and in fact, does not know if it still exists. The products sold were all of the same type as those products made by the Gypsum Division of Georgia-Pacific and by Bestwall. Counsel for the plaintiffs have previously reviewed records concerning these sales.

8.2 & 8.3 Georgia-Pacific has no reason to believe that any of its asbestos-containing products were ever used at Armco Steel. These products were not of the type that would be expected to be used at a steel mill and any such use would be unforeseeable and inappropriate. No records have been identified that show any sales to Armco Steel. Georgia-Pacific does not know who else may have sold products to Armco Steel.

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9. Georgia-Pacific has no information that any of its sales representatives who had responsibility for any of its asbestos-containing products called on any Armco Steel Plant. Furthermore, there would be no reason for a Georgia-Pacific Gypsum sales person to call on such a facility.

12. The plant in Acme, Texas, has been in operation from 1956 through the present. It manufactured Joint Systems, Lite Acoustic and Kalite, in addition to many products that did not contain asbestos.

The Blue Rapids, Kansas, plant has been in operation from 1956 through the present. It manufactured Joint Systems and Lite Acoustic, in addition to many products that did not contain asbestos.

The Ford Dodge, Iowa, plant has been in operation from 1956 through the present. It manufactured Joint Systems and Lite Acoustic, in addition to many products that did not contain asbestos.

The Grand Rapids, Michigan, plant has been in operation from 1956 through the present. It manufactured Lite Acoustic, in addition to many products that did not contain asbestos.

The Sigurd, Utah, plant has been in operation from 1956 through the present. It manufactured Joint Systems and Lite Acoustic, in addition to many products that did not contain asbestos.

The Brunswick, Georgia, plant has been in operation from 1959 through the present. It

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manufactured Joint Systems and Lite Acoustic, in addition to many products that did not contain asbestos.

13. Georgia-Pacific does not have detailed records about products that were sold to Johns-Manville, Flintkote or Big Horn. Furthermore, Georgia-Pacific has no current information about Big Horn and in fact, does not know if it still exists. The products sold were all of the same type as those products made by the Gypsum Division of Georgia-Pacific and by Bestwall. Counsel for the plaintiffs have previously reviewed records concerning sales.

14. C. W. Lehnert's address is 4100 Steamboat Bend East, Fort Meyers, Florida. The addresses of Hoggatt and Shuttleworth are unknown.

15. Dry joint compound was mixed with water and applied to drywall with a trowel. It could be lightly brushed with a wet sponge or lightly sanded to remove imperfections in the finish. Ready Mix was premixed and was applied wet to drywall with a trowel and brushed with a sponge or lightly sanded. Acoustical plaster and textures could be applied to walls or ceilings with a machine or mixed with water and applied to walls or ceilings with a trowel or other tool.

16. Some asbestos-containing joint system products created dust during mixing or application, whereas others (such as ReadyMix, sold in paste form) did not. Sanding with sandpaper could create dust, whereas brushing with a wet sponge would not. Once the product

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was properly installed, Georgia-Pacific is not aware of any dust being released from any of its asbestos-containing products.

17. Formulas for the products exist and have been produced by Georgia-Pacific and reviewed by counsel for the plaintiffs.

18. Prior to the time Georgia-Pacific or Bestwall placed products that contained a small amount of asbestos on the market, defendant did not know or have reason to know that any ingredient in any product which it made was hazardous. To the best of our knowledge, Georgia-Pacific did not conduct medical tests. When Georgia-Pacific first heard a suggestion that there might be a potential health hazard to persons using products similar to those manufactured by Georgia-Pacific, it began a reformulation program which resulted in the elimination of asbestos from its asbestos-containing products and/or removal of certain products from its product lines.

19. Documents concerning performance testing of the products have been produced by Georgia-Pacific and reviewed by counsel for the plaintiffs.

21. Georgia-Pacific did not know or have reason to know that any ingredient in any product which it made was hazardous. To the best of our knowledge, Georgia-Pacific did not conduct medical tests. During the time Georgia-Pacific manufactured asbestos-containing products a

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variety of performance tests were performed. Records of the test were produced to and reviewed by counsel for plaintiffs. When Georgia-Pacific first heard a suggestion that there might be a potential health hazard to persons using products similar to those manufactured by Georgia-Pacific, it began a reformulation program which resulted in the elimination of asbestos from its asbestos-containing products and/or removal of certain products from its product lines. Many tests were performed in the course of the reformulation programs. Documents reflecting these tests have been produced to and reviewed by counsel for plaintiffs.

22. Georgia-Pacific is not a medical institution and did not conduct medical tests.

25 and 26. Beginning in the late 1960's Georgia-Pacific became aware of potential health hazards to persons exposed to asbestos in sufficient quantities who were employed in unrelated industries. At or about the same time, Georgia-Pacific became aware of disputes within the medical or scientific community as to whether, and under what circumstances, breathing asbestos dust could cause or contribute to asbestosis, mesothelioma or lung cancer. These medical and scientific disputes continued throughout the time Georgia-Pacific was engaged in the manufacture of asbestos-containing products and the dispute continues ever as of today. Georgia-Pacific employees Matthew Fink and Glenn Wilson who may have had personal knowledge concerning these matter have died and cannot provide additional details. To the best

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of Georgia-Pacific's knowledge, the first study in the published medical and scientific literature regarding potential disease associated with asbestos-containing drywall products, such as those manufactured by Georgia-Pacific did not appear until approximately 1975.

27. Georgia-Pacific never employed a physician as medical director. There is no record that lists every person who could have studied or investigated, in any way, asbestos-related disease. Many physicians were retained to perform examination of Georgia-Pacific's employees pursuant to OSHA regulations. However, these physicians and their findings are not relevant to this litigation and are not calculated to lead to the discovery of admissible evidence. Plaintiffs were not employed in joint compound facilities. Furthermore, it has not been shown that they were end users of products of the type manufactured by Georgia-Pacific. Additionally, Georgia-Pacific employees have a right of privacy concerning their medical examinations.

29. As stated previously, Georgia-Pacific never employed a medical officer. Georgia-Pacific has no specific information regarding "recommendations" made by industrial hygienists or medical consultants. Beginning in the late 1960's Georgia-Pacific became aware of potential health hazards to persons exposed to asbestos in sufficient quantities who were employed in unrelated industries. At or about the same time, Georgia-Pacific became aware of disputes within the medical or scientific community as to whether, and under what circumstances, breathing asbestos dust could cause or contribute to asbestosis, mesothelioma or lung cancer. These medical and scientific disputes continued throughout the time Georgia-Pacific was

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engaged in the manufacture of asbestos-containing products and the dispute continues ever as of today. Georgia-Pacific employees Matthew Fink and Glenn Wilson who had personal knowledge of these matter have died and cannot provide additional details. To the best of Georgia-Pacific's knowledge, the first study in the published medical and scientific literature regarding potential disease associated with asbestos-containing drywall products, such as those manufactured by Georgia-Pacific did not appear until approximately 1975.

30. Georgia-Pacific has no records concerning periodical subscriptions between 1945 and 1975.

31 and 32. In November 1973, testing of products similar to those of Georgia-Pacific was conducted through the Gypsum Association in which Georgia-Pacific was a member. The tests were done with OSHA approval. The results of the testing are contained in a report dated November 19, 1973 entitled "Evaluation of Exposure to Asbestos During Mixing and Sanding of Joint Compounds," which was finalized and made available to members in the spring of 1974. A copy of the report was produced and reviewed by counsel for plaintiffs. It is believed that counsel for plaintiff maintain a copy of this document.

33. Georgia-Pacific does not presently have information about when it first received this information. It is likely that either Matthew Fink or Glen Wilson, both of whom are dead, first received the information, although it can not be confirmed because of their unavailability.

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34. Georgia-Pacific never maintained specific industrial hygiene, medicine, safety, or research libraries. Georgia-Pacific does not now maintain a general library. The general library was dismantled in 1994. It was not created or maintained as a medical or scientific library and it is very unlikely that it contained publications regarding asbestos. There are no records of any asbestos-related publications in that library.

37. No, Georgia-Pacific was never a member of any trade associations specifically consisting of manufacturers, miners, distributors or sellers of asbestos-containing products. As stated in its previous response, Georgia-Pacific was a member of the Gypsum Association, ASTM and AWCL. Membership dates are unknown for ASTM and AWCL. Gypsum Association dates were given in the previous response. Georgia-Pacific does not have detailed information regarding all publications of these associations. Publications in Georgia-Pacific's possession have previously been produced to counsel for plaintiffs and copies of this document production are believed to be maintained in the files of counsel for plaintiffs. More detailed information concerning publications of these trade associations can be obtained from the trade associations.

38. Minutes of meetings may be available through the trade association but these documents are not under Georgia-Pacific's custody or control. Some minutes and correspondence were identified in Georgia-Pacific's business records. Copies of these documents were produced to

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counsel for plaintiffs and it is believed that counsel for plaintiffs maintained copies. They may be reviewed again at a mutually agreed upon time in Atlanta.

39. Georgia-Pacific did not maintain periodical lists for its trade associations.

40. Interrogatory 40 is vague and overly broad. As stated previously, it would be impossible to identify every meeting or representative of Georgia-Pacific may have attended where asbestos hazards were discussed. To the best of our knowledge, prior to 1975, Georgia-Pacific has no record of having attended any legislative hearing concerning asbestos. Asbestos was discussed in certain meetings of the Gypsum Association. Minutes of these meetings have been produced to counsel for plaintiffs and in fact have been previously identified as exhibits by counsel for plaintiffs' exhibit lists. Georgia-Pacific objects to the extent that this interrogatory seeks information about meetings which are attorney-client privileged.

42. Georgia-Pacific can not respond on behalf of any entity other than itself. Furthermore we are not aware of any other entity that would have advertised Georgia-Pacific's products. The small amount of advertising that exists have been previously produced to counsel for plaintiffs.

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44. Georgia-Pacific has no information to indicate that it ever distributed information to anyone associated with Armco and believes that since it did not supply products of the type used by Armco and never sold products to Armco that it would never have corresponded with Armco.

45. This interrogatory is unclear. Apparently, in the main portion, it asks about manufacturing asbestos containing products that are hazard free. Some asbestos-containing joint system products created dust during mixing or application, whereas others (such as ReadyMix, sold in paste form) did not. Sanding with sandpaper could create dust, whereas brushing with a wet sponge would not. Once the product was properly installed, Georgia-Pacific is not aware of any dust being released from any of its asbestos-containing products.

Georgia-Pacific never manufactured or sold any asbestos containing insulation products. In the subsections of the interrogatory, it appears to ask about replacement substances used in place of asbestos. In the 1970s Georgia-Pacific first received information which suggested a possible potential health hazard associated with the use of asbestos-containing products in the building construction industry. As a result, Georgia-Pacific immediately began efforts to reformulate its products to eliminate asbestos. No one substance was ever identified which could be used in place of asbestos in Georgia-Pacific's asbestos containing products. Several products could not be reformulated and were withdrawn from the market. Formulas for replacement products are in use today and are privileged trade secrets.

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46. See response to 44. Georgia-Pacific does not believe any of its products were used at Armco. As explained in our previous response, packaging for Georgia-Pacific products had warnings and products in use would have displayed the warnings. However, Georgia-Pacific does not believe Armco ever purchased or used any Georgia-Pacific asbestos containing products and does not believe it ever communicated directly with Armco.

56. Coverage for Georgia-Pacific asbestos claims is uncertain. Potential coverage depends upon many factors such as dates of exposure and date of disease manifestation. Coverage for each plaintiff's claim is determined individually, based upon many factors, including that particular individuals own exposure dates and disease manifestation dates. Without specific information for a particular plaintiff, Georgia-Pacific can not state what, if any, insurance is available.

58. Georgia-Pacific believes the last sale of its asbestos-containing products was shortly after it ceased manufacture of the products. At present we have no more complete information concerning the last sale of asbestos-containing products.

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RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

The law firm of Baron & Budd has conducted several complete document productions of Georgia-Pacific documents. Copies were made and we expect they are maintained in Baron & Budd's files. From time to time, plaintiffs' experts have testified that they were furnished with copies of Georgia-Pacific documents by Baron & Budd. Despite these previous thorough reviews of Georgia-Pacific's documents, and subject to all objections in our previous responses, you may review documents requested at a mutually agreed upon time in Atlanta, Georgia.

Sincerely,

BAKER & HOSTETLER LLP


Robin E. Harvey

REH/jmb

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BAKER
&
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COUNSELLORS AT LAW

Suite 2650 • 312 Walnut Street • Cincinnati, Ohio 45202-4038 • (513) 929-3400 • Fax (513) 929-0303

DATE: November 24, 1997

COMPANY: Baron & Budd

NAME: Ladd Gibke, Esq.

FAX NUMBER: (214) 520-1181

COMMENT:

FROM: Robin E. Harvey, Esq.
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