

DISTRICT COURT, COUNTY OF BOULDER, COLORADO 1777 6 th Street Boulder, CO 80302	
SUZANNE KRANTZ, Individually and as Surviving Spouse of JOHN KRANTZ, Plaintiff, vs. A. W. CHESTERTON, INC., et al., Defendants.	COURT USE ONLY Case Number: 2004 CV 210 Division: A2
Attorneys for Defendant: Karen H. Wheeler, #16884 Jesse O. Brant, #33333 Levy, Morse & Wheeler, P.C. Plaza Tower One, Suite 900 6400 South Fiddlers Green Circle Englewood, Colorado 80111-4923 Telephone: 303-796-2900 Facsimile: 303-796-2081	
DEFENDANT KAISER GYPSUM'S ANSWERS AND OBJECTIONS TO PLAINTIFFS' FIRST SET OF DISCOVERY REQUESTS TO ALL DEFENDANTS	

DEFENDANT Kaiser Gypsum Company, Inc., by and through its attorneys, Levy, Morse & Wheeler, Professional Corporation, pursuant to the Amended Administrative Order Regarding Asbestos Cases, and C.R.C.P. Rules 26(b) and 33, answers Plaintiffs' First Set of Discovery Requests as follows:

PRELIMINARY STATEMENT

Kaiser Gypsum Company, Inc.'s, (hereinafter Kaiser Gypsum) responses to these interrogatories are based on its on-going review of documents presently available. In responding to these interrogatories, Kaiser Gypsum has been furnished with such information as is presently available and these responses are based upon facts known or believed to be true by Kaiser Gypsum at this time. The information sought by plaintiff in these interrogatories involves events that occurred many years prior and is, therefore, difficult or impossible to secure or reconstruct.

Kaiser Gypsum has not yet completed investigating the facts relating to this case, has not completed discovery in this action, and has not completed preparation for trial. All responses contained herein are based only upon such information and documents which are presently available to and specifically known to Kaiser Gypsum. It is anticipated that further discovery, independent investigation, legal research, and analysis will supply additional facts, add meaning

to the known facts, as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and variations from the responses herein set forth.

Plaintiffs herein allege personal injury resulting from exposure to asbestos-containing products over an extended period of time. Therefore, Kaiser Gypsum's responses are limited by time and place. First, these responses are limited to the time periods in which Kaiser Gypsum produced products that contained chrysotile asbestos as a component and are in no way meant to encompass those portions of the employment history of the plaintiff during which time Kaiser Gypsum did not produce products that contained chrysotile asbestos as a component. Second, these responses are limited to those places at which products that contained chrysotile asbestos as a component manufactured by Kaiser Gypsum have been found and are in no way meant to encompass all places where plaintiff worked during his employment history.

Kaiser Gypsum objects to the entire set of interrogatories to the extent they seek to impose obligations greater than those required under C.R.C.P. 26(b). This response is in accordance only with the express requirements of C.R.C.P. 26(b)

Kaiser Gypsum reserves the right to introduce at trial evidence which is presently unknown and/or is discovered subsequent to the date of these responses and reserves the right to amend or supplement these responses without motion at any time.

All responses below are subject to the general objections set out above, without waiving same, and are given without prejudice to Kaiser Gypsum's right to produce evidence of any subsequently discovered facts.

GENERAL OBJECTIONS

A. These Answers are based upon facts known or believed by Kaiser Gypsum at the time of answering these discovery requests. Kaiser Gypsum will supplement this information as discovery continues.

B. Kaiser Gypsum objects to the discovery requests on the grounds that they seek information which is difficult or even impossible to acquire because of the lack of information provided by Plaintiffs. Plaintiffs' Complaint is a form complaint that provides little, if any, specific information about these particular Plaintiffs. Moreover, Plaintiffs have made no disclosures and have provided no additional discovery that provides more detail on their claims. Kaiser Gypsum, therefore, is in the position of presenting its defenses and objections with only a minimal amount of information regarding Plaintiffs' claims.

C. Kaiser Gypsum objects to the discovery requests to the extent they seek information, the confidentiality of which is protected by the attorney-client privilege, the attorney work-product doctrine, and the protection extended to facts known or opinions held by experts pursuant to C.R.C.P. 26(b).

D. Kaiser Gypsum objects to the discovery requests to the extent they seek trade secrets and other confidential research, developmental or commercial information.

E. Kaiser Gypsum objects to these discovery requests on the grounds that they are unnecessarily repetitive, and are therefore oppressive, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

F. Kaiser Gypsum further objects to these discovery requests to the extent they seek discovery beyond the scope of C.R.C.P. 26, or permitted by the Administrative Order entered in In re: Asbestos Cases, 89CV2000.

ANSWERS TO INTERROGATORIES

Kaiser Gypsum incorporates in its answers the foregoing General Objections. Subject to and without waiving the foregoing objections, Kaiser Gypsum answers Plaintiffs' First Set of Discovery Requests as follows:

1. State the name, address and position of employment of the person signing the responses to these discovery requests on behalf of this defendant.

ANSWER: The responses are verified by Carroll LaGrafte, Assistant Secretary for and records custodian of Kaiser Gypsum Company Inc., 2680 Bishop Drive, Suite 225, San Ramon, California 94583, (510) 328-1800.

2. To the extent that they are in your possession, custody or control, produce for copying and inspection all tangible items that relate to any of the following:

- a. Sale or shipment of goods containing asbestos or vermiculite by you to any location in the State of Colorado between 1946 and 1986.
- b. Installation or use by you of goods containing asbestos or vermiculite at any facility or location in the State of Colorado between 1946 and 1985.
- c. Tangible items such as, but not limited to, contracts, agreements, plans, specifications to perform services or provide goods containing asbestos or vermiculite to any location in the state of Colorado between 1946 and 1986.
- d. Tangible items such as, but not limited to, contracts, agreements, plans, specifications to perform services installing, applying, preparing and/or using goods containing asbestos to any location in the state of Colorado between 1946 and 1986.
- e. Samples or copies of all trade names, logos, trade inscriptions, signs, tags or labels attached by you (or anyone acting pursuant to your request or direction) to any goods containing asbestos or vermiculite, or attached by you (or anyone acting pursuant to your request or direction) to any goods containing asbestos or vermiculite.

ANSWER: Kaiser Gypsum objects to this request as vague ambiguous overbroad, unduly burdensome and unintelligible. Kaiser Gypsum also objects to this interrogatory to the extent that it seeks information regarding sales of Kaiser Gypsum products to persons and/or entities other than Plaintiffs' employer, as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as vague and ambiguous and lacking reasonable specificity and particularity, specifically as it requests information for a period of time which Kaiser Gypsum did not exist or was not in business. Kaiser Gypsum objects to the phrase "goods containing asbestos or vermiculite" as vague, ambiguous, and overbroad. Further, at least a portion of this request is not limited to Plaintiffs' work site history or in any other way to a site where Plaintiffs' could have been exposed.

3. The name and address of any entity that was a distributor, reseller, or wholesaler of goods in the State of Colorado between 1946 and 1986 containing asbestos or vermiculite manufactured, distributed and/or sold by you.

ANSWER: Kaiser Gypsum objects to this request as vague ambiguous overbroad, unduly burdensome and unintelligible. Kaiser Gypsum also objects to this interrogatory to the extent that it seeks information regarding sales of Kaiser Gypsum products to persons and/or entities other than Plaintiffs' employer, as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as vague and ambiguous and lacking reasonable specificity and particularity, specifically as it requests information for a period of time which Kaiser Gypsum did not exist or was not in business. Kaiser Gypsum objects to the phrase "containing asbestos or vermiculite" as vague, ambiguous, and overbroad. Further, at least a portion of this request is not limited to Plaintiffs' work site history or in any other way to a site where Plaintiffs' could have been exposed. Kaiser Gypsum also objects to this request to the extent that it is a statement and not a request for information.

4. Tangible items containing information about the type, identity, brand, description and quantity of goods containing asbestos or vermiculite to any entity by you in response to paragraph number 3, above.

ANSWER: Kaiser Gypsum objects to this request as vague ambiguous overbroad, unduly burdensome and unintelligible. Kaiser Gypsum also objects to this interrogatory to the extent that it seeks information regarding sales of Kaiser Gypsum products to persons and/or entities other than Plaintiffs' employer, as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this request as vague and ambiguous and lacking reasonable specificity and particularity, specifically as it requests information for a period of time which Kaiser Gypsum did not exist or was not in business. Kaiser Gypsum objects to the phrase "containing asbestos or vermiculite" as vague, ambiguous, and overbroad. Further, at least a portion of this request is not limited to Plaintiffs' work site history or in any other way to a site where Plaintiffs' could have been exposed. Kaiser Gypsum also objects to this request to the extent that it is a statement and not a request for information.

5. Please provide a chart, listing or similar description of all goods containing asbestos or vermiculite that were manufactured, sold or distributed by you between 1946 and 1986, including:

- a. A description of the physical characteristics of the goods, the composition of the goods including the type and percentage of asbestos and/or vermiculite in the goods and the color or appearance of the goods.
- b. The brand or trade name of each of the goods.
- c. The dates each of the goods was first manufactured, distributed and/or sold by you, and last manufactured, distributed and/or sold by you.
- d. A description of the composition and appearance of the packaging for each of the goods, and the volume or weight of the packaging when containing goods as offered for sale.
- e. The manner, if any, in which the goods would foreseeably be prepared for application and use.

ANSWER: Kaiser Gypsum objects to this interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum further objects as this interrogatory is not limited to any geographic area and is overly broad as to the period requested and contains times when Kaiser Gypsum was either not in business or not manufacturing asbestos-containing products. Kaiser Gypsum also objects to this interrogatory as vague and ambiguous and lacking reasonable specificity and particularity. Specifically, this interrogatory requests information for a period of time in which Kaiser Gypsum did not exist, was not in business, and/or not manufacturing asbestos-containing products. Further, Kaiser Gypsum objects that this interrogatory is not limited to Plaintiffs' work site or in any other way to a site where Plaintiffs could have been exposed to a Kaiser Gypsum product.

Without waiving the above objections, and limiting this response to products that may have been sold in Colorado, Kaiser Gypsum's products that contained chrysotile asbestos as a component ingredient during specified time periods indicated below.

A. Wallboard Accessory Products

These Kaiser Gypsum wallboard accessory products were:

1. Joint Compound
2. Finishing (Topping) Compound
3. 3-Purpose Wallboard Compound
4. Pre-mix Joint Compound
5. Pre-mix Finishing Compound
6. Pre-mix Dual Purpose Joint Compound
7. Pre-mix Topping Compound
8. Laminating Compound

Kaiser Gypsum's separate responses to interrogatory subparts (a)-(e) for each of these products are as follows:

1. Joint Compound

The trade name of this product was Kaiser Joint Compound. Kaiser Gypsum marketed Kaiser Joint Compound in Colorado from 1963 to 1970. Chrysotile asbestos was used as a component ingredient in the joint compound manufactured by Kaiser Gypsum.

The product consisted primarily of limestone and mica. Other component ingredients included casein, polyvinyl, clay, and talc. The amount of asbestos used in the joint compound sold in Colorado is currently unknown but probably ranged between 6.4% and 13.9% depending on the formula in effect at a given date.

This product was a white to off-white powder. It was packaged and sold in 10 or 25 lb. sacks, and in boxes of 5 or 18 lbs. Each container was labeled with the name Kaiser Gypsum Company, Inc., the product name, and directions for use. This product was a dry powder which, when mixed with water, formed a thick paste. Upon application it dried to a hard, durable surface. It was used to fill gypsum wallboard joints, embed joint reinforcing tape, finish joints, and to cover and finish nail heads and metal cornerbead.

2. Finishing (Topping) Compound

The trade name of this product was Kaiser Gypsum Finishing (Topping) Compound. Kaiser Gypsum began marketing Finishing Compound in Colorado in 1963, and chrysotile asbestos was used as a component ingredient. Kaiser Gypsum last marketed in Colorado Finishing (Topping) Compound in 1970.

This product consisted primarily of limestone, soapstone and mica. Other component ingredients included clay, casein, and talc. The product included between 5.4% and 11.1% by weight chrysotile asbestos as a component ingredient, depending on the formula in effect at a given time.

This product was a white to off-white powder. It was packaged and sold in 25 lb. sacks. Each container was labeled with the name Kaiser Gypsum Company, Inc., the product name, and instructions for use. This product was a dry powder which, when mixed with water, formed a thick paste. Upon application it dried to a hard, durable surface. It was used to top and finish gypsum wallboard joints.

3. 3-Purpose Joint Compound

The trade name of this product was Kaiser Gypsum 3-Purpose Joint Compound. Kaiser Gypsum began manufacturing 3-Purpose Joint Compound in 1972, and chrysotile asbestos was used as a component ingredient at that time.

This product consisted primarily of limestone, and mica. Other component ingredients included Hamaco Gum and Polyvinyl Alcohol. The product included approximately 7.3% by weight chrysotile asbestos as a component ingredient.

The product was a white to off-white powder. It was packaged and sold in 25 lb. sacks. Each sack was labeled with the name Kaiser Gypsum Company, Inc., the product name, and directions for use. This product was a dry powder which, when mixed with water, formed a thick paste. Upon application it dried to a hard, durable surface. It was used to tape, top and finish gypsum wallboard joints, nailheads, and metal cornerbead.

4. Kaiser Gypsum Dual Purpose Pre-Mix Compound

The trade name of this product was Kaiser Gypsum Dual Purpose Pre-Mix Compound. Kaiser Gypsum began marketing Dual Purpose Pre-Mix Compound in Colorado in 1968, and chrysotile asbestos was used as a component ingredient at that time. Kaiser Gypsum last marketed Dual Purpose Pre-Mix Compound in Colorado in 1970. This product consisted primarily of mica, and whiting. Other component ingredients included sheroid and Lincoln clay. The amount of chrysotile asbestos used in this product at these times is currently unknown.

This product was a white to off-white colored paste. It was packaged and sold in plastic buckets and/or cans of 4 or 5 gallons, in cartons of 5 gallons and in 5 quart buckets under the name of Three Purpose Premix Compound. Each container was labeled with the name Kaiser Gypsum Company, Inc., the name of the product, and directions for use. This product was a thick paste-like material which, upon application, dried to a hard, durable surface. It was used to fill gypsum wallboard joints, embed joint reinforcing tape, finish joints, and to cover and finish nailheads and cornerbead.

5. Pre-Mix Finishing Compound

The trade name of this product was Kaiser Gypsum Pre-Mix Finishing Compound. The dates Kaiser Gypsum marketed various pre-mix products in Colorado is currently unknown but assumed to be between 1960 and 1970. Discovery and investigation is continuing and ongoing to learn when Kaiser Gypsum marketed in Colorado Pre-Mix Finishing Compound with chrysotile asbestos as a component ingredient.

This product consisted primarily of minerals including casein, polyvinyl, clay, talc, limestone, and mica. The product included chrysotile asbestos as a component ingredient. The percentage presently is unknown. Investigation is continuing and ongoing. This product was a white to off-white colored paste. It was packaged and sold in cans of 4 or 5 gallons and in cartons of 5 gallons. Each container was labeled with the name Kaiser Gypsum Company, Inc., the name of the product, and directions for use.

This product was a thick paste-like material which, upon application, dried to a hard, durable surface. It was used to finish gypsum wallboard joints and to cover and finish nailheads and cornerbead.

6. Pre-Mix Joint Compound

The trade name of this product was Kaiser Gypsum Pre-Mix Finishing Compound. The dates Kaiser Gypsum marketed various pre-mix products in Colorado is currently unknown but assumed to be between 1960 and 1970. Discovery and investigation is continuing and ongoing to learn when Kaiser Gypsum marketed in Colorado Pre-Mix Finishing Compound with chrysotile asbestos as a component ingredient.

This product consisted primarily of minerals including casein, polyvinyl, clay, talc, limestone, and mica. The product included chrysotile asbestos as a component ingredient. The percentage presently is unknown. Investigation is continuing and ongoing. This product was a white to off-white colored paste. It was packaged and sold in cans of 4 or 5 gallons and in cartons of 5 gallons. Each container was labeled with the name Kaiser Gypsum Company, Inc., the name of the product, and directions for use.

This product was a thick paste-like material which, upon application, dried to a hard, durable surface. It was used to finish gypsum wallboard joints and to cover and finish nailheads and cornerbead.

7. Pre-Mix Topping Compound

The trade name of this product was Kaiser Gypsum Pre-Mix Finishing Compound. The dates Kaiser Gypsum marketed various pre-mix products in Colorado is currently unknown but assumed to be between 1960 and 1970. Discovery and investigation is continuing and ongoing to learn when Kaiser Gypsum marketed in Colorado Pre-Mix Finishing Compound with chrysotile asbestos as a component ingredient.

This product consisted primarily of minerals including casein, polyvinyl, clay, talc, limestone, and mica. The product included chrysotile asbestos as a component ingredient. The percentage presently is unknown. Investigation is continuing and ongoing. This product was a white to off-white colored paste. It was packaged and sold in cans of 4 or 5 gallons and in cartons of 5 gallons. Each container was labeled with the name Kaiser Gypsum Company, Inc., the name of the product, and directions for use.

This product was a thick paste-like material which, upon application, dried to a hard, durable surface. It was used to finish gypsum wallboard joints and to cover and finish nailheads and cornerbead.

8. Laminating Compound

The trade name of this product was Kaiser Gypsum Laminating Compound. Kaiser Gypsum began marketing Laminating Compound in Colorado 1962, at which time chrysotile asbestos was used as a component. Kaiser Gypsum last marketed Kaiser Gypsum Laminating Compound in Colorado in 1963. The product consisted primarily of kaysoy, flour, sheroid and Lincoln clay. Other component ingredients included sodium carbonate and Dowicide A&G. The product sold in Colorado may or may not have contained chrysotile asbestos. If it did contain chrysotile asbestos it would included between 6.6% and 10% by

weight chrysotile asbestos as a component ingredient, depending upon the formula in effect at a given date.

This product was a white to off-white powder. It was packaged and sold in sacks of 25 lbs. Each container was labeled with the name Kaiser Gypsum Company, Inc., the product name, and directions for use. This product was a dry powder, which, when mixed with water, formed a thick paste. It was used as an adhesive to laminate one piece of gypsum wallboard to another, which was occasionally done to create gypsum drywall partitions having thicker wallboard than could be created by a single sheet.

Discovery and investigation is continuing and ongoing.

B. Decorative Texture Finishes For Interior Walls Or Ceilings

The Kaiser Gypsum decorative wall and ceiling texture products were:

1. Cover-Tex Texture Paint
2. K-Spray Ceiling Texture

Kaiser Gypsum's responses to interrogatory subparts (a)-(f) for each of these products are as follows:

1. Cover-Tex Texture Paint

The trade name of this product was Cover-Tex Texture Paint. Kaiser Gypsum first marketed Cover-Tex Texture Paint in Colorado in 1963. Kaiser Gypsum last marketed Cover-Tex Texture Paint in Colorado in 1974.

The product consisted primarily of casein, limestone, sheroid, talc and mica. Other component ingredients included flour, ajax, amonium oxalate and vicren. The product included between 4.3% and 10.9% by weight chrysotile asbestos as a component ingredient, depending upon the formula in effect at a given date. This product was a white to off-white powder. It was packaged and sold in 25 lb. or 50 lb. sacks. Each container was labeled with the name Kaiser Gypsum Company, Inc., the product name, and directions for use.

This product was a dry powder which, when mixed with water formed a texture paint. It was used to produce texture effects over gypsum wallboard surfaces.

2. K-Spray Ceiling Texture

The trade names for this product included Kaiser Gypsum K-Spray Ceiling Texture, K-Spray Ceiling Texture, K-Spray Ceiling Texture Paint (Polystyrene), K-Spray Texture Paint with mineral filler, K-Spray Texture with mineral aggregate and K-Spray Ceiling Texture Paint (mineral aggregate).

Kaiser Gypsum first marketed K-Spray Ceiling Texture in Colorado in 1962, at which time chrysotile asbestos was used as a component ingredient. Kaiser Gypsum last manufactured K-Spray Ceiling Texture in Colorado in 1974.

The product consisted primarily of sheroid, clay, vicron, talc, limestone, and mica. Other constituent ingredients included titanox, polystyrene aggregate, styrene aggregate, bentanite wyogel, titanium pigment, casein, monsarto KGR resin, expanded vermiculite and expanded perlite. The product included between 1.38% and 10% by weight chrysotile asbestos as a component ingredient, depending upon the formula in effect at a given date.

The product was a white powder. It was packaged and sold in 32 lb. sacks. Each container was labeled with the name Kaiser Gypsum Company, Inc., the product name, and directions for use. This was a dry powder which, when mixed with water, formed a paint-like product designed for spray application. When dry, it produced a hard, durable surface. It was used to produce texture effects over gypsum wallboard or interior concrete ceilings.

Discovery and investigation is continuing and ongoing.

C. Electric Radiant Heat System Finishing Products

These Kaiser Gypsum electric radiant, heat system accessory finishing products were:

1. Filler Compound

The trade name of this product was Kaiser Gypsum Filler Compound. Kaiser Gypsum marketed Filler Compound in Colorado 1964, at which time chrysotile asbestos was used as a component ingredient.

The product consisted primarily of Kaiser Gypsum accessory products with additional limestone, and mica. The product also used chrysotile asbestos as a component ingredient in its formula, but the amount of asbestos called for in the formula used to manufacture the product is uncertain.

This product was a white to off-white powder. It was packaged and sold in sacks of 50 lbs. Each container was labeled with the name Kaiser Gypsum Company, Inc., the product name, and directions for use. This product was a dry powder, which, when mixed with water, formed a thick paste. Upon application it dried to a hard, durable surface. It was used to cover Radiant Heating System ceiling surfaces.

Discovery and investigation is continuing and ongoing.

E. Two-Hour Fire-Rated Mineral Fiberboard, Underwriters' Laboratories, Inc. Design

Fire code officials required that the systems using building ceiling tiles must be able to resist fire for at least 2 hours. Kaiser Gypsum discovered that if small amounts of asbestos were added, the mineral fiber ceiling tiles and lay-in boards could be made to hold their shape for 2

hours under the conditions of fire tests conducted by Underwriters Laboratories. Those versions of the products received the desired 2-hour fire resistance classification.

The trade name of this product was Kaiser Mineral Fiberboard - U.L. Fire-Rated (Underwriters' Laboratories, Inc. Design). The product was cut into ceiling tiles and lay-in boards for use in suspended ceilings. It was used for acoustical ceiling tile and suspended lay-in board in circumstances where a 2-hour fire resistance classification was specified. Both the ceiling tiles and the lay-in boards were sold under the trade name "Kaiser Mineral Fiberboard-U.L. Fire-Rated (Underwriters' Laboratories, Inc. Design)."

Kaiser Gypsum began manufacturing Mineral Fiberboard-U.L. Fire-Rated with chrysotile asbestos as a component ingredient in 1963. the date it began manufacturing the 2-hour fire rated version of this product is currently unknown. Kaiser Gypsum marketed a UL Fire-Rated mineral Fiberboard in Colorado in 1967. It is unknown if this product contained asbestos.

Kaiser Mineral Fiberboard U.L. Fire-Rated (underwriter's Laboratories, Inc. Design) was made primarily of mineral fiber, clay, starch and pulp. This product included 1.6% - 3.5% by weight chrysotile asbestos as a component ingredient. This product consisted of ceiling tiles and lay-in boards with face side white or colored, and with a perforated or fissured design for acoustical treatment. The tiles were 5/8" by 12" by 12." The lay-in boards came in various sizes, the most common being 1/2" or 5/8" by 24" by 24" and 1/2" or 5/8" by 24" by 48." They were packaged and sold in boxes of various quantities. The boxes contained the name Kaiser Gypsum Company, Inc., and the product name. Kaiser Gypsum's 2-hour fire-rated ceiling tiles and suspended ceiling lay-in board were required to be specially marked because they looked similar to other Kaiser Gypsum mineral fiberboard ceiling tiles and lay-in boards (that did not contain asbestos as a component) and building inspectors wanted to be able to check to make sure that products with a 2-hour fire resistance classification actually were being used by the building contractor when those had been specified. It is believed that 2-hour fire-rated ceiling tile and suspended ceiling lay-in board were stamped on the back with either the initial "KG" or the word "Kaiser Gypsum." It is believed that this marking was employed during the entire period that the 2-hour fire-rated products were manufactured by Kaiser Gypsum.

This product was used for acoustical ceiling tile and suspended lay-in board in circumstances where a 2-hour fire resistance classification was specified.

Discovery and investigation is continuing and ongoing.

F. Null-A-Fire Type X Wallboard

This part of Kaiser Gypsum's response, though not directly called for by the subject interrogatories, is being made in light of earlier versions of Kaiser Gypsum's responses to standard interrogatories and evolving knowledge, in the context of historical regulatory uncertainties about whether vermiculite ore used as a component in some Kaiser Gypsum Null-A-Fire Type-X Gypsum Wallboard products was contaminated in a way that caused certain workers to be exposed to airborne "asbestos." Kaiser Gypsum's position is that no Kaiser

Gypsum Null-A-Fire Type-X Gypsum Wallboard using vermiculite ore as a component ingredient could have been a substantial contributing factor to disease.

As background, in 1954, Kaiser Gypsum introduced Null-A-Fire brand wallboard, a 5/8" thick gypsum wallboard that was approved by the Uniform Building Code and listed by Underwriters Laboratories, Inc. for a one-hour rating. Wallboard products that were fire-rated were labeled as "Type X" to distinguish them from ordinary gypsum wallboard products that had not passed fire-rating tests.

When introduced in 1954, the primary component of Kaiser Gypsum's Null-A-Fire wallboard was gypsum. Kaiser Gypsum found that, by adding small proportions of glass fiber and expanded perlite, a board could be constructed that would resist the heat of the fire test for the required one-hour period. Expanded perlite is a very light mineral, white in color, that looks like puffed breakfast cereal.

Kaiser Gypsum continued to market its Null-A-Fire Type X Gypsum Wallboard products that contained expanded perlite for more than a decade following their introduction in 1954. In 1965, Kaiser Gypsum began developing wallboard products that contained raw vermiculite. Once fire-rated and approved, Kaiser Gypsum began marketing gypsum wallboard containing raw vermiculite under its Null-A-Fire brand. It continued to market such products until April 1978. Like other wallboard products, Null-A-Fire wallboards consisted primarily of gypsum plaster. The formulas varied over the years, but the vermiculite ore percentage did not exceed 5% by weight of the products.

W.R. Grace, (Grace), the initial supplier of the vermiculite used by Kaiser Gypsum, informed Kaiser Gypsum that the vermiculite obtained from Grace's Libby, Montana mine was contaminated with asbestiform tremolite. But that the tremolite that contaminated the vermiculite obtained from Grace's Kearney mine, Enoree, South Carolina, was predominantly non-fibrous. Kaiser Gypsum had previously purchased the vermiculite used in its Jacksonville, Florida and Delanco, New Jersey plants from the Kearney mine. Kaiser Gypsum identified the Kearney mine and a new Palabora Mining Co., Ltd., So. Africa, as approved sources for the vermiculite used in Kaiser Gypsum plants throughout the nation.

OSHA published regulations in 1992 (57 Fed. Reg. 24310; June 8, 1992) declaring that some tremolite is "platy," or non-fibrous, and that "platy tremolite" would not be deemed to be asbestos. OSHA also found that other tremolite was fibrous or "asbestiform" and that such "asbestiform tremolite" would be regulated as asbestos. OSHA limited the regulations by providing that even products that contained asbestiform tremolite would not be subject to asbestos regulation if asbestiform tremolite "is present in a product in concentrations less than 1.0 % by weight."

Kaiser Gypsum states that none of the Null-A-Fire products it produced contained asbestiform tremolite in concentrations greater than 1.0 % by weight. Kaiser Gypsum further contends that any attempt under state law to deem any products that have less than the amount that would subject them to federal regulation to be asbestos-containing products would be preempted by federal law and the Supremacy Clause of the U.S. Constitution.

6. Please state the name of any domestic and/or foreign organization, association, foundation, academy and/or institute, to which you belonged at any time between 1930 and 1999, and the dates that you were a member of such organization.

ANSWER: Kaiser Gypsum Company objects to this interrogatory as unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Defendant further objects to this interrogatory as overbroad in inquiring about memberships in organizations or associations as opposed to memberships in relevant trade organizations or associations specifically concerned with the mining, manufacturing or sale of asbestos or of products containing asbestos. Defendant further objects as this interrogatory is not limited to any geographic area and is overly broad as to the period requested with respect to this Defendant.

Without waiving these objections, Kaiser Gypsum states: Kaiser Gypsum was a member at various times of the Gypsum Association, American Society for Testing and Materials, and the Acoustical Materials Association (later known as the Acoustical and Insulating Materials Association). Also see Preliminary Statement and General Objections, above, as if fully incorporated herein.

Discovery and investigation is ongoing and continuing.

7. If you ever provided masks or respirators to people who were working with or around asbestos and/or vermiculite containing goods manufactured, distributed or sold by you please state the following:

- a. When and where such masks or respirators were first provided.
- b. The existing circumstances or conditions that caused or contributed to your decision to provide masks or respirators.
- c. The brand name and/or manufacturer of the masks or respirators.
- d. A general description of the appearance of the masks or respirators.

ANSWER: Kaiser Gypsum objects to this interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum further objects as this interrogatory is not limited to any geographic area and is overly broad as to the period requested with respect to this Defendant.

Without waiving the above objections, beginning in the mid-1960's, Kaiser Gypsum warned its employees concerning the hazards of inhaling asbestos dust or fibers and its employees were given respirators and instructions regarding the use of the respirators and other methods of avoiding or limiting inhalation of asbestos.

8. Please provide the names of people who on your behalf or at your request or with your permission gave testimony or presentations to any governmental body or agency with regard to the proposed regulation or control of goods containing asbestos and/or vermiculite.

ANSWER: Kaiser Gypsum objects to this interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum further objects as this interrogatory is not limited to any geographic area.

Without waiving the above objection, none.

9. Please provide the name, job title, and last known address of all people employed by you whose job duties included managing or supervising the sales distribution and sales organization on a local, regional or national level, for asbestos and/or vermiculite containing goods manufactured, distributed, sold or installed by you.

ANSWER: Kaiser Gypsum objects to this interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Further, Plaintiffs have failed to specify a specific time period.

10. Please provide the name, job title and last known address of all people employed by you whose job duties included managing or supervising on a local, regional or national level, the installation or application [of] asbestos and/or vermiculite containing goods installed by you.

ANSWER: Kaiser Gypsum objects to this interrogatory as overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Kaiser Gypsum objects to the phrase “asbestos and/or vermiculite containing goods” as vague, ambiguous, and overbroad. Kaiser Gypsum further objects as this interrogatory is not limited to any geographic area and is overly broad as to the period requested with respect to this Defendant.

Without waiving the above objection, Kaiser Gypsum was in the manufacture of building products not in the installation or application of products.

11. **TIME, DATE AND PLACE FOR TANGIBLE ITEM PRODUCT:** On or before forty-five days following the date of service any items to be produced pursuant to the discovery requests herein should be produced to the offices of counsel for Plaintiff:

Trine & Metcalf, P.C.
1435 Arapahoe Avenue
Boulder, Colorado 80302

ANSWER: Defendant Kaiser Gypsum incorporates the objections set forth above in response to request no. 2 (which appears to be a request for production). Further, Kaiser Gypsum adds that if there is information requested that would be responsive to Plaintiffs' requests, insofar as the documents are not located in the State of Colorado, Kaiser Gypsum objects to this request as it would be overly burdensome to transfer Kaiser Gypsum's file to Colorado.

VERIFICATION

I, Carroll LaGrafte, declare as follows:

I am Assistant Secretary for Kaiser Gypsum Company, Inc., a defendant in these proceedings, and am authorized to verify these responses on behalf of Kaiser Gypsum Company, Inc. I have reviewed Defendant Kaiser Gypsum's Answers and Objections to Plaintiffs' First Set of Discovery Requests to All Defendants, and I am informed and believe that these responses are true and correct to the best of my knowledge at this time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of December, 2004, at San Ramon, California.

KAISER GYPSUM COMPANY, INC.

By: _____
Carol LaGrafte, Assistant Secretary

STATE OF _____)
) ss.
COUNTY OF _____)

SUBSCRIBED and SWORN to before me by this _____ day of _____, 2004, by _____.

NOTARY PUBLIC

My Commission Expires:

Dated this 6th day of December, 2004.

AS TO OBJECTIONS:

LEVY, MORSE & WHEELER
Professional Corporation

*Original Signature on file at the offices of
Levy, Morse & Wheeler, P.C.*

By: /s/ Jesse O. Brant
Karen H. Wheeler, #16884
Jesse O. Brant, #33333

Attorneys for Defendant Kaiser
Gypsum Company

CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of December, 2004, a true and correct copy of the foregoing **DEFENDANT KAISER GYPSUM'S ANSWERS AND OBJECTIONS TO PLAINTIFF'S FIRST SET OF DISCOVERY REQUESTS TO ALL DEFENDANTS** was e-filed through CourtLink:

<i>Counsel for Plaintiff Krantz:</i> J. Conard Metcalf Judy Bradshaw-Snyder Trine & Metcalf PC 1435 Arapahoe Ave. Boulder, CO 80302-6307	<i>Counsel for Defendant General Electric Co.:</i> William B. Stanton Dennis Hart Markusson Markusson, Green & Jarvis, PC 999 18th St., Suite 3300 Denver, CO 80202
<i>Counsel for Defendants Riley Stoker Corp. & Foster Wheeler Energy Corp.:</i> Charles E. Weaver Wood, Ris & Hames, PC 1775 Sherman St., Suite 1600 Denver, CO 80203	<i>Counsel for Defendant Georgia Pacific Corp.:</i> Jeremy A Sitcoff Bradley A. Levin Roberts, Levin & Patterson, PC 1660 Wynkoop St., Suite 800 Denver, CO 80202
<i>Counsel for Defendants Certainteed Corp.; Dana Corp.; Pfizer, Inc.; Pneumo Abex Corp.; Quigley Company, Inc.; Union Carbide Corp. & Uniroyal, Inc.:</i> Mary Price Birk Ronald L. Hellbusch Baker, Hostetler, LLP 303 E. 17th Ave., Suite 1100 Denver, CO 80203	<i>Counsel for Defendant Viscom, Inc.:</i> Scott Sandberg Snell & Wilmer, LLP Tabor Center 1200 17th St., Suite 1900 Denver, CO 80202
<i>Counsel for Defendants Ford Motor Co. & General Motors Corp.:</i> Elizabeth J. McNamee Charles L. Casteel Davis, Graham & Stubbs, LLP 1550 17th St., Suite 500 Denver, CO 80202	<i>Counsel for Defendant Metropolitan Life Insurance Co.:</i> Bennett L. Cohen Shughart, Thompson & Kilroy, PC 1050 17th St., Suite 2300 Denver, CO 80265
<i>Counsel for Defendant John Crane, Inc.:</i> Gary M. Clexton Miller & Steiert, PC 1901 W Littleton Blvd. Littleton, CO 80120	<i>Counsel for Defendant 3M (formerly Minnesota Mining & Manufacturing Co.):</i> L. Michael Brooks, Jr. Wells, Anderson & Race, LLC 1700 Broadway, Suite 1020 Denver, CO 80290

<i>Counsel for Defendant Garlock, Inc.:</i> David J. Nowak White & Steele 950 17th St., Suite 2100 Denver, CO 80202	<i>Counsel for Defendants Daimler Chrysler Corp. & Rio Grande Co.:</i> Erin C. Asbornio Peter F. Jones Hall & Evans, LLC 1125 17th St., Suite 600 Denver, CO 80202
<i>Counsel for Defendants A.W. Chesterton, Inc. & Kelly Moore Paint Co. Inc.:</i> Carolyn J. Fairless Michael Lawrence O'Donnell Wheeler, Trigg & Kennedy, LLP 1801 California St., Suite 3600 Denver, CO 80202	<i>Counsel for Defendant Crown Cork & Seal Co. Inc.:</i> John F. Hensley Hensley & Kennedy, PC 1790 30th Street, #435 Boulder, CO 80301
<i>Counsel for Defendant Honeywell International Inc.:</i> Stephen E. Csajaghy Rothgerber, Johnson & Lyons, LLP 1200 17th St., Suite 3000 Denver, CO 80202	<i>Counsel for Defendant Viscom, Inc.:</i> Tracy H. Fowler Snell & Wilmer, LLP 15 West South Temple, #1200 Gateway Tower West Salt Lake City, UT 84101

*Duly authorized original signature on file at the
offices of Levy, Morse & Wheeler, PC*

/s/ Jesse Brant
