

PLAINTIFF'S EXHIBIT

KG-176

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Attorneys for Defendants, KAISER CEMENT CORPORATION
and KAISER GYPSUM COMPANY, INC.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT 5

IN RE:

COMPLEX ASBESTOS LITIGATION

NO: 1327

KAISER CEMENT CORPORATION
AND KAISER GYPSUM COMPANY,
INC'S RESPONSES TO PLAINTIFF'S
STANDARD INTERROGATORIES TO
DEFENDANTS.

PROPOUNDING PARTY:

Plaintiffs,

RESPONDING PARTY :

Defendants, KAISER CEMENT CORPORATION
KAISER GYPSUM COMPANY, INC.

SET

:

STANDARD

DATE

:

FEBRUARY 12, 1986.

COME NOW Defendants KAISER CEMENT CORPORATION (herein-
after "KAISER CEMENT") and KAISER GYPSUM COMPANY, INC. (herein-
after "KAISER GYPSUM") and in answer to the Standard Interrog-
atories propounded by Plaintiffs state as follows:

KINCAID, GIANUNZIO, CAUDLE & HUBERT
A Professional Corporation

By:

Curtis A. Canfield
CURTIS A. CANFIELD, ESQ.

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INTRODUCTORY NOTE

1
2 In order to answer these Interrogatories, answering
3 defendants conducted a thorough search of their existing
4 records and interviewed present and past employees of KAISER
5 CEMENT and KAISER GYPSUM. The following answers are based
6 upon information presently known. Discovery is continuing
7 and defendants reserve the right to supplement their answers
8 whenever additional and more accurate information becomes
9 known.

10 Many of plaintiffs' Interrogatories asked defendants to
11 identify or attach documents. Many of the records and docu-
12 ments requested are available and now in the custody of
13 KAISER CEMENT or KAISER GYPSUM. However, many documents
14 and records predating 1968 have either been destroyed,
15 discarded or misplaced and are therefore unavailable. Of
16 course, defendants will permit plaintiffs to inspect and copy
17 any non-privileged, relevant business records still in their
18 possession, upon reasonable notice. The business records of
19 KAISER CEMENT and KAISER GYPSUM are located at 100 Webster
20 Street, Oakland, California.

21 GENERAL OBJECTIONS

22 KAISER CEMENT and KAISER GYPSUM object to these Inter-
23 ogatories to the extent that they call for information protected
24 by the attorney/client privilege or work product doctrine.

25 Responding to these Interrogatories is not intended to
26 be and does not constitute a waiver of any objections.

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1 ANSWER:

2 1.

3 (a) Donna M. Anderson;

4 (b) KAISER CEMENT CORPORATION, 300 Lakeside
5 Drive, Oakland, California 94612;

6 (c) Assistant Secretary of both KAISER CEMENT
7 and KAISER GYPSUM.

8 (d) Ms. Anderson was first employed by KAISER CEMENT
9 on May 20, 1975 as a Secretary. She was an Executive Secretary
10 from 1977 - June, 1979, when she was elected Assistant Secretary
11 of KAISER CEMENT. She was first employed by KAISER GYPSUM in
12 June 1979 upon her election as Assistant Secretary of that
13 company as well.

14 ANSWER:

15 2. Both KAISER CEMENT and KAISER GYPSUM are corporations.

16 KAISER CEMENT

17 (a) KAISER CEMENT CORPORATION:

18 (b) Delaware;

19 (c) March 16, 1982 [KAISER CEMENT a California
20 Corporation was originally incorporated 2/10/39. Through a
21 reincorporation merger, effective May 4, 1982, that company
22 was merged with a Delaware corporation of the same name which had
23 been incorporated in Delaware 3/16/82.]

24 (d) 300 Lakeside Drive, Oakland, California 94612

25 (e) Yes, 1939 to present;

26 (f) Yes. CT Corporation, whose address is known
27 to plaintiffs' attorney.

28 (g) Not applicable;

KAISER GYPSUM

(a) KAISER GYPSUM COMPANY, INC.

(b) Washington;

(c) November 28, 1927;

(d) KAISER GYPSUM no longer actively conducts any business, but the corporate headquarters are located at 300 Lakeside Drive, Oakland, California.

(e) Yes, 1952 to present;

(f) Yes. C.T. Corporation, whose address is known to plaintiffs' attorney.

(g) KAISER GYPSUM is a wholly owned subsidiary of KAISER CEMENT.

ANSWER NO. 3:

KAISER CEMENT

Yes. Permanente Cement Company, 1939 to 1964;

KAISER CEMENT & GYPSUM CORPORATION, 1964 to 1979.

KAISER GYPSUM

No.

ANSWER NO. 4:

KAISER CEMENT

Yes.

(a) Henry J. Kaiser Company;

(b) As of August 1, 1952, KAISER CEMENT purchased for cash from Henry J. Kaiser Company the business and certain assets of a division of that company engaged in the manufacture of wallboard and related gypsum products..

(c) Certain joint compounds and texture paints may have

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1 contained small amounts of asbestos at the time of such
2 acquisition and contained asbestos for limited periods of
3 time thereafter.

4 KAISER GYPSUM

5 No.

6 ANSWER NO. 5:

7 KAISER CEMENT

8 No.

9 KAISER GYPSUM

10 No.

11 ANSWER NO. 6:

12 Objection; vague, ambiguous and overly broad. Without
13 waiving these objections, the defendants answer as follows:

14 (a) The sales and purchase records of both KAISER CEMENT
15 and KAISER GYPSUM relating to sales and purchase made during
16 the years in which each company's products contained asbestos
17 which are still in existence are located at 100 Webster Street,
18 Oakland, California. Other corporate records of both KAISER
19 CEMENT and KAISER GYPSUM are located at 300 Lakeside Drive,
20 Oakland, California.

21 (b) The custodian of records for both KAISER CEMENT and
22 KAISER GYPSUM'S corporate records is CLIFF W. ROGERS, Manager,
23 Administrative Services, KAISER CEMENT CORPORATION, 300
24 Lakeside Drive, Oakland, California.

25 ANSWER NO. 7:

26 KAISER CEMENT

27 (a) through (h): No.

28 KAISER GYPSUM

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(a) through (h): No.

ANSWER NO. 8:

KAISER CEMENT

KAISER GYPSUM

(a) Yes. 1960 to 1977.

(a) Yes. 1953 to 1978.

(b) No.

(b) No.

(c) Yes. See 8(a) above.

(c) Yes. See 8(a), above.

(d) Yes. See 8(a), above.

(d) Yes. See 8(a), above.

(e) Yes. See 8(a), above.

(e) Yes. See 8(a), above.

(f) Yes. See 8(a), above.

(f) Yes. See 8(a), above.

(g) Yes. See 8(a), above.

(g) Yes. See 8(a), above.

ANSWER NO. 9:

Non-applicable for both KAISER CEMENT and KAISER GYPSUM.

ANSWER NO. 10:

(a) Please refer to Exhibit A, attached hereto.

(b)

I. Information unavailable.

II. Information unavailable.

III. Please refer to Exhibit A, attached hereto for relevant dates.

(c)

I. Please refer to Exhibit A, attached hereto for relevant dates.

II. Non-applicable.

(d) Objection: this sub-part is burdensome and harassing. Answering defendant's products were produced at various manufacturing facilities in different regions of the United States. The percentage of asbestos and other materials used in the manufacture of these products varied according to

the region in which the product was manufactured. To attempt to provide exact figures for each product produced at each manufacturing facility would be inordinately burdensome. In lieu of a detailed answer and without waiving said objections answering defendants volunteer the following general information.

KAISER CEMENT PRODUCTS:

Kaiser Plastic Gun Cement and Kaiser Plastic Cement (hand) were composed primarily of powdered Portland Cement. Additionally, each of these products contains small amounts of asbestos in the percentages listed on Exhibit A. Kaiser Masonry Cement was composed primarily of Portland Cement. Additionally, this product contained approximately .4% asbestos.

KAISER GYPSUM PRODUCTS:

Joint compounds were composed of finely ground materials including casein, clay, talcs, limestone and mica. In addition, each of these products contains small amounts of asbestos in the percentages listed on Exhibit A.

Kaiser Texture Paints were composed primarily of casein, limestone and mica. In addition, these products contained small amounts of asbestos in the percentages listed on Exhibit A.

Kaiser Mineral Fiberboard was composed primarily of various wood fibers, clays, starch and mineral wool. In addition, this product contained approximately 1.6% asbestos.

KAISER GYPSUM Null-A-Fire Wallboard was composed primarily of gypsum, glass fiber and paper fiber. Vermiculite was also added to it.

All KAISER GYPSUM products except KAISER GYPSUM Null-A-Fire Wallboard contained the chrysotile type of asbestos. KAISER GYPSUM Null-A-Fire Wallboard contained a very small amount of

1 Tremolite which was totally encapsulated in the Vermiculite.

2 Answering defendant believes that KAISER CEMENT products
3 contained the chrysotile type asbestos. However, answering
4 defendant reserves the right to supplement this answer if
5 additional information is obtained. In addition, answering
6 defendant understands that contractors typically mixed the KAISER
7 CEMENT products with three to five parts by weight of sand so
8 that the percentage of asbestos was less than 1% in the product
9 actually applied.

10 (e) Please refer to Exhibit A, attached hereto.

11 (f) Please refer to Exhibit A, attached hereto.

12 Additionally, answering defendants do not believe that their
13 products were subject to temperature limitations. However,
14 discovery is continuing, and answering defendants reserve the
15 right to supplement their answer if additional information
16 becomes known.

17 (g) Objection: Vague, ambiguous, burdensome and irrelevant.
18 Without waiving these objections, defendants answer as follows:

19 Unknown.

20 (h) Raw asbestos for KAISER CEMENT products was purchased from
21 the following sources:

22 Pacific Asbestos Corp., Copperopolis, CA

23 Asbestos Bonding Corp., Division of Shute Corp.,
24 Napa, CA

25 Paul W. Wood (address not known)

26 Canadian Johns-Manville (address not known)

27 John K. Bice Company, Inc. (address unknown)

28 E. S. Browning Company (address unknown)

1 Atlas Asbestos Company (address unknown)
2 Hill Brothers (address unknown)
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1 Raw Asbestos for KAISER GYPSUM products was purchased
2 from the following sources:

3 Western Chemical Company, Los Angeles, California
4 Philip Carey Corp., (Carey Canadian Asbestos), P.O.
5 Box 15070, Cincinnati, Ohio 45215
6 Johns-Manville Sales Corp. (address unknown)
7 Union Carbide Company (address unknown)

8 The "time period of such supply" is unknown to answering
9 defendants.

10 (i) Neither KAISER CEMENT nor KAISER GYPSUM has ever
11 sold any products containing asbestos to shipyards. KAISER
12 CEMENT sold products containing small percentages of asbestos
13 to a large number of non-governmental customers in California,
14 Arizona and Nevada from 1960 to 1977. KAISER GYPSUM sold
15 products containing small percentages of asbestos to a large
16 number of non-governmental customers in the Western United
17 States, Texas and East Coast States from 1953 to 1978. The
18 sales records for KAISER CEMENT and KAISER GYPSUM have not
19 always been kept in a systematic or organized manner.
20 Further, most KAISER CEMENT and KAISER GYPSUM records pre-
21 dating 1968 have either been destroyed, discarded or mis-
22 placed. For the years 1968 through 1977, KAISER CEMENT and
23 KAISER GYPSUM have approximately eight hundred Bekins boxes
24 filled with individual sales orders and invoices which are
25 not categorized in any particular fashion other than by year.
26 To provide the specific information which has been requested
27 would require extracting and compiling data from approximately
28 eight hundred Bekins' boxes. This would be excessively

1 burdensome and oppressive. Upon reasonable notice, counsel
2 for plaintiff may review any such non-privileged documents
3 at 100 Webster Street, Oakland, California.

4 (j) Please refer to answer to Sub-part (i), above.
5 The present custodian of defendant's sales records is
6 Cliff Rogers, Manager, Administrative Services, KAISER
7 CEMENT CORPORATION, 300 Lakeside Drive, Oakland, California.

8 ANSWER NO. 11:

9 Unknown as to both KAISER CEMENT and KAISER GYPSUM.

10 ANSWER NO. 12:

11 Neither KAISER CEMENT nor KAISER GYPSUM entered into
12 any such rebranding agreements.

13 ANSWER NO. 13:

14 Non-applicable. See Answer to Interrogatory No. 12,
15 above.

16 ANSWER NO. 14:

17 For both KAISER CEMENT and KAISER GYPSUM, the answer
18 is No, not to defendants' knowledge.

19 ANSWER NO. 15:

20 Yes. Beginning in 1972, warning labels were placed on
21 containers of all products manufactured by both KAISER CEMENT
22 and KAISER GYPSUM, which contained asbestos.

23 (a) These labels were approximately 4" x 8" in size
24 and were brightly colored. They were prominently displayed
25 on the side of each can or bag or product. Labels were never
26 placed on the products themselves, since most the products
27 came in the form of either powder or paste. The warning read
28 as follows: "Caution: contains asbestos fiber; avoid

1 breathing dust; breathing asbestos dust may cause serious
2 bodily harm." (See Exhibit 'B' attached hereto).

3 (b) 1972 until the products no longer contained asbestos.

4 (c) The warnings were never altered, amended or changed.

5 ANSWER NO. 16:

6 Non-applicable.

7 ANSWER NO. 17:

8 KAISER CEMENT

9 the name, trademark, etc. of KAISER CEMENT never
10 appeared on any of its products themselves because these
11 products were sold in the form of powder.

12 KAISER GYPSUM

13 Most KAISER GYPSUM products were sold in the form of
14 either powder or paste. The name and trade mark of KAISER
15 GYPSUM was placed on only KAISER GYPSUM Null-A-Fire Type X
16 Wallboard, a product which contained a minute asbestos impurity
17 in one of its components. The name "KAISER GYPSUM" and the
18 trade name "Null-A-Fire Type X" appeared on the edge of each
19 sheet of such wallboard. KAISER GYPSUM Null-A-Fire Wallboard
20 contained the name and trademark of its manufacturer during
21 the entire time in which it was produced (1969 through 1978).

22 Obviously, the purpose of such markings was to provide
23 the user with information regarding the type of product and
24 its manufacturer.

25 ANSWER NO. 18:

26 KAISER CEMENT

27 Harlan C. Dupuis, Katherine Maksim v. Fibreboard, San
28 Francisco Superior Court, No. 768674, April 16, 1985.

1 James R. Latshaw, David Littleton v. ABEX, Alameda Superior .
2 Court, No. 588440-3, September 26, 1985

3 KAISER GYPSUM

4 None.

5 ANSWER NO 19:

6 Other than as stated in Answer to Interrogatory No. 4,
7 No, for both KAISER CEMENT and KAISER GYPSUM.

8 ANSWER NO. 20:

9 Objection: overly broad, burdensome and harassing.
10 Without waiving these objections, defendants answer as
11 follows. Both KAISER CEMENT and KAISER GYPSUM have a large
12 number of "brochures, pamphlets, catalogs" and other product
13 listings. Many of these documents do not differentiate
14 between asbestos containing products and non-asbestos
15 containing products and many of the documents are repetitious.
16 For these reasons, rather than attempt to identify each
17 individual document, answering defendants will make all
18 relevant files available for inspection at KAISER CEMENT'S
19 headquarters, 300 Lakeside Drive, Oakland, California.

20 (a) See above.

21 (b) For KAISER CEMENT products; between 1960 and
22 1977; for KAISER GYPSUM products, between 1953 and 1978.

23 (c) See answer to sub-part (b), above.

24 (d) To provide the users with information about
25 the products.

26 (e) Some of these documents still exist.

27 (f) At KAISER CEMENT'S headquarters, 300 Lakeside
28 Drive, Oakland, California.

(g) Cliff W. Rogers, Manager, Administrative Services,
300 Lakeside Drive, Oakland, California.

ANSWER NO. 21:

Non-applicable in that neither KAISER CEMENT nor KAISER GYPSUM ever distributed raw asbestos fibers.

ANSWER NO. 22:

Not to the knowledge of either KAISER CEMENT or KAISER GYPSUM.

ANSWER NO. 23:

Neither KAISER CEMENT nor KAISER GYPSUM had contract units.

ANSWER NO. 24:

Non-applicable.

ANSWER NO. 25:

Both KAISER CEMENT and KAISER GYPSUM had liability insurance during the period of time either of these entities manufactured or sold any asbestos containing product.

ANSWER NO. 26:

Please refer to Exhibit C; attached hereto.

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I am an officer, to-wit, Assistant Secretary of defendants, KAISER CEMENT CORPORATION and KAISER GYPSUM COMPANY, INC., herein; the foregoing document is true of my own knowledge, except as to the matters which are therein stated on my information and belief, and as to those matters I believe them to be true.

Executed this 23rd day of October, 1985,
at Oakland, California.

Donna M. Anderson
DONNA M. ANDERSON