

UNITED STATES DISTRICT COURT
DISTRICT OF COLUMBIA

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TURNER & NEWALL PLC,

Plaintiff,

-against-

AMERICAN MUTUAL LIABILITY
INSURANCE COMPANY,

Defendant.
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Filed
FILED
JUL 12 1982
CIVIL ACTION NO. 82-1339
U.S. DISTRICT COURT
DISTRICT OF COLUMBIA

DEFENDANT'S FIRST SET
OF INTERROGATORIES AND
REQUEST FOR DOCUMENTS

Pursuant to Rules 33 and 34 of the Federal Rules of Civil Procedure, defendant American Mutual Liability Insurance Company, by its attorneys Siff & Newman, P.C., and Cole & Corette, A Professional Corporation, hereby requests that plaintiff, Turner & Newall PLC, answer under oath, and in accordance with the definitions and instructions included herewith, the following written interrogatories, separately and fully in writing within thirty (30) days of the date of service of this Notice. The answers should include all information known up to the date of verification thereof.

INTERROGATORIES

1. Describe the relationship, between plaintiff Turner & Newall PLC ("T & N"), and the entity known as Turner & Newall, Ltd. To the extent these two entities are not identical, all the following interrogatories and requests for documents should be answered separately for Turner & Newall PLC and Turner & Newall, Ltd.
2. Describe the relationship between T & N and Turner & Newall Overseas Ltd ("T & N (O)") including but not limited to common directors, officers and shareholders and stock ownership history.



3. Describe the relationship between T & N (O) and Keasbey & Mattison Company ("Keasbey"), including but not limited to common officers, directors and shareholders, and stock ownership history.

4. State the basis for the allegation contained in paragraph 5 of the complaint that the claim herein "arose in this judicial district."

5. With respect to the allegations as to Keasbey contained in paragraph 7 of the complaint:

- (a) Set forth the date of its incorporation;
- (b) Identify past and present officers, directors and shareholders thereof;
- (c) Identify its articles of incorporation or their equivalent and each amendment thereto;
- (d) Identify its by-laws or their equivalent and amendments thereto;
- (e) Identify the minutes of all meetings of its board of directors or its equivalent and of all meetings of its shareholders or its equivalent;
- (f) State the purpose for which it was organized to do business as stated in its articles of incorporation or their equivalent, and if there have been any amendments to such articles or their equivalent with regard to the purposes for which it was organized or was doing business:
 - (i) Identify each such amendment;
 - (ii) State the date of each such amendment;
- (g) Identify all documents and/or agreements, and any amendments thereto, which define the rights, duties, obligations or other responsibilities of its shareholders.

6. With respect to the allegations contained in paragraph 8 of the complaint, describe in detail the business in which Keasbey was engaged from 1928 until its dissolution.

7. State the basis for the allegation contained in paragraph 9 of the complaint that Keasbey was duly dissolved as a corporation in 1967, and identify the documents that evidence its dissolution.

8. With respect to Keasbey's dissolution, identify the following:

(a) The minutes of meetings of the board of directors or its equivalent of T & N, T & N (O) and/or Keasbey relating to the decision (and its prior consideration) to dissolve Keasbey;

(b) The minutes of meetings of the shareholders of T & N, T & N (O) and/or Keasbey relating to the decision (and its prior consideration) to dissolve Keasbey; and

(c) All documents relating to the dissolution of Keasbey.

9. With respect to Exhibit A annexed to the complaint, describe the manner in which it was compiled and prepared, identifying, inter alia, the following:

(a) The source of each item of information contained therein;

(b) All persons having knowledge of each such item of information contained therein and/or who participated in its preparation;

(c) Each document or oral statement or communication known to T & N supporting the existence of each such item of information; and

(d) Define and describe the categories contained in Exhibit A.

10. State the basis for the allegation contained in paragraph 10 of the complaint that "From 1928 until at least 1965 Keasbey was insured under various policies of insurance issued to it by American Mutual."

11. State the basis for the allegation contained in paragraph 10 of the complaint that from 1928 until at least 1965, "American Mutual provided comprehensive general liability coverage, including product liability coverage with respect to all products and materials manufactured, sold or distributed by Keasbey."

12. Identify each insurance policy, including but not limited to the policy number, persons insured thereunder (either explicitly or implicitly), the policy period, the policy limits, and all terms, condition, exclusions and limitations, including amendments and endorsements thereto which you allege or claim that American Mutual issued to Keasbey.

13. With respect to the information provided in response to interrogatory 12 above, state the basis for each such item of information.

14. State the basis for the allegation contained in paragraph 12 of the complaint that "the insurance policies issued by American Mutual to Keasbey defined the persons insured" under the policy to include any stockholder of Keasbey while acting within the scope of its duties as such."

15. As used in the complaint, define the term "stockholder of Keasbey while acting within the scope of its duties as such" and state the basis for your definition of the term.

16. State the basis for the allegations contained in paragraphs 13a through c of the complaint as to T & N's ownership of Keasbey stock.

17. State the basis for the allegation contained in paragraph 14 of the complaint that "From 1962 through at least 1965, Keasbey and T & N (O) were both named insureds under the policies of insurance issued by American Mutual."

18. With respect to each action referred to in paragraph 15 of the complaint, identify the following:

- (a) The full title of the action, including all third or fourth party actions related thereto;
- (b) The jurisdiction in which it is or was pending;
- (c) The date T & N first obtained notice of underlying claim, the date the action was commenced against T & N, and the date T & N was first served with process;
- (d) The status of each action, and if any action has been terminated, the date of termination and its disposition; and
- (e) Whether any subsidiary, division, affiliate, or other entity or person associated with T & N (including any company in which T & N or one of its subsidiaries owns stock) is named as a party, and if so, identify each such person or entity.

19. For each such suit identified in response to interrogatory 18 above, state the basis for the allegation contained in paragraph 15 of the complaint that in each such suit it has been alleged that "T & N is liable for bodily injuries and deaths caused by exposure to asbestos products manufactured, distributed or sold by Keasbey."

20. With respect to each such suit identified in response to interrogatory 18 above, state the basis for the allegation contained in paragraph 15 of the complaint that in

each such suit "The rationale for the assertion of liability against T & N in such lawsuits is that T & N was formerly the stockholder of Keasbey."

21. With respect to each suit identified in response to interrogatory 18 above, in which a subsidiary, division, affiliate, or other entity or person associated with T & N is named as a party, identify the alleged basis or rationale for each such entity or person being named in each such suit and identify each pleading, document, transcript, or other document which embodies or describes such basis or rationale.

22. With respect to the allegations contained in paragraph 16 of the complaint, identify:

- (a) Each such suit in which you contend that "T & N is being sued . . . as the stockholder of Keasbey while acting within the scope of its duties as such," and state the basis for this contention.

23. With respect to the allegations contained in paragraph 17 of the complaint, identify:

- (a) Each such action in which you contend that "T & N is being sued . . . as allegedly having exercised such control over Keasbey that _ Keasbey was T & N's alter ego or mere instrumentality," and state the basis for this contention.

* 24. With respect to the allegation contained in paragraph 18 of the complaint that the cost of the defense of the suits identified in paragraphs 15 through 17 of the complaint has exceeded \$2 million, identify the following for each such lawsuit:

- (a) The title of the lawsuit;

- (b) The law firm(s) representing T & N in each such lawsuit and the lawyers and paralegals at each such firm who have worked on the defense;
- (c) The amount billed by and/or paid to each such law firm, and identify all invoices for services and/or cancelled checks representing payment for service;
- (d) The amount of disbursements and costs for each such lawsuit, and identify all invoices for such disbursements and costs, and/or cancelled checks representing payment for such disbursements and costs;
- (e) The source of funds used to pay for all services, costs and disbursements;
- (f) All documents which describe the services rendered and costs and disbursements incurred.

25. With respect to each such suit identified in response to interrogatories 18 and 21 above, in which a subsidiary, division, or other entity or person associated with T & N is named as a party, identify the following for each such lawsuit:

- (a) The law firm(s) representing each such person or entity, and the lawyers and paralegals at each such firm who have worked on the defense;
- (b) The person and/or entity who retained each such law firm to represent each such entity or person and identify all invoices for services and/or cancelled checks representing payment for services;

- (c) The amount billed by or paid to each such law firm for representing each such person or entity;
- (d) The amount of disbursements and costs for each such lawsuit, and identify all invoices for such disbursements and costs, and/or cancelled checks representing payment for such disbursements and costs;
- (e) The person or entity whose funds were used to pay for such services, costs and disbursements;
- (f) All documents which describe the services rendered, and the costs and disbursements incurred.

26. With respect to the allegations contained in paragraph 19 of the complaint, identify each claim that has been settled by T & N, and for each such settled claim, provide the following information:

- (a) The name of each such claimant, and identify the claim made by each such person (i.e. identify the complaint filed on each claimant's behalf, or other document embodying the claimant's claim);
- (b) State the date on which the claim was filed, instituted or otherwise commenced;
- (c) State the date on which each such claim was settled;
- (d) Identify all documents embodying the claim asserted by each such claimant;
- (e) Identify all documents embodying the settlement of each such claim;
- (f) State the amount of money paid in settlement of each such claim;

- (g) Identify the source of the settlement payment for each such claim;
- (h) State the basis for the settlement of each such claim and all documents related thereto;
- (i) Identify the individual who settled the claim on behalf of T & N;
- (j) Identify all persons on behalf of T & N involved in any manner with the decision to settle the claim;
- (k) State whether, prior to the settlement of each such claim, anyone on behalf of T & N advised American Mutual of any proposal to settle such claim, and if so, identify (a) each such person who advised American Mutual, (b) each person at American Mutual who was so advised, and (c) the substance of all communications relating thereto.

27. State the basis for the allegations contained in paragraph 21 of the complaint that the lawsuits referred to therein "state claims that are covered by the policies of _ insurance issued to Keasbey by American Mutual."

28. State the basis for the allegation contained in paragraph 21 of the complaint that the bodily or personal injuries alleged in the lawsuits referred to therein "occurred during the time defendant's insurance policies with Keasbey were in full force and effect."

29. State the basis for the allegation contained in paragraph 22 of the complaint that American Mutual "contracted and agreed to indemnify plaintiff for all sums expended with respect to asbestos-related claims and lawsuits brought against plaintiff . . ."

30. With respect to the allegation contained in paragraph 25 of the complaint that plaintiff has "duly demanded that defendant defend . . . and indemnify it . . ." against asbestos claims, identify the following:

- (a) The date on which plaintiff first demanded, either orally or in writing, that American Mutual defend and indemnify it;
- (b) The form of such demand (orally, or in writing);
- (c) The person who made such demand;
- (d) The person to whom the demand was directed or made;
- (e) The substance of all communications relating thereto.

31. State the basis for the allegation contained in paragraph 25 of the complaint that "plaintiff has duly demanded that defendant defend it against [asbestos] claims and indemnify it for losses arising from such claims."

32. With respect to each policy of insurance which you allege was issued by American Mutual to Keasbey, provide the following information:

- (a) State the amount of the premiums billed _ and/or paid for the policy;
- (b) Identify the person who negotiated and/or obtained the insurance for Keasbey;
- (c) Identify the person who negotiated and/or issued the policy on behalf of American Mutual;
- (d) Identify all communications with American Mutual or any brokers or agents regarding each such policy; and

- (e) Identify all communications relating to claims under each such policy, including information concerning the amount of the limits which have been paid out in claims under the policy.

33. Identify all policies of insurance that were issued to Keasbey or were intended to cover the acts of Keasbey by insurance companies other than American Mutual and for each such policy identify the following:

- (a) The name of the insurance company;
- (b) The period of coverage;
- (c) The limits of liability;
- (d) The type of coverage (i.e. general comprehensive liability, products liability, auto, etc.);
- (e) The premium paid and or billed;
- (f) Any named insured;
- (g) Any additional insured, including beneficiaries of the policies;
- (h) The terms, conditions and exclusions of coverage;
- (i) Amendments or endorsements to the policy; and
- (j) The person who negotiated and/or obtained the insurance.

34. Identify each policy of insurance issued to, on behalf of, or to cover the acts of T & N during the period 1925 through the present, and for each such policy, identify the following:

- (a) The name of the insurance company;
- (b) The period of coverage;
- (c) The limits of liability;
- (d) The type of coverage (i.e. general comprehensive liability, products liability, auto, etc.);

- (e) The premium paid and or billed;
- (f) Any named insured;
- (g) Any additional insureds, including beneficiaries of the policy;
- (h) The terms, conditions and exclusions of coverage;
- (i) Amendments or endorsements to the policy.
- (j) The person who negotiated and/or obtained the insurance.

35. For each subsidiary, affiliate, person or other entity associated with T & N and identified in response to interrogatories 18 and 21 above, identify each policy of insurance issued to each person or entity, or intended to cover the acts of each person or entity, and for each such policy of insurance, identify the following:

- (a) The name of the insurance company;
- (b) The period of coverage;
- (c) The limits of liability;
- (d) The type of coverage (i.e. general comprehensive liability, products liability, auto, etc.);
- (e) Any named insured;
- (f) Any additional insureds, including beneficiaries of the policy;
- (g) The terms, conditions and exclusions of coverage;
- (h) Amendments or endorsements to the policy;
- (i) Identify the person who negotiated and/or obtained the insurance.

36. With respect to each lawsuit identified in response to interrogatories 18, 21 and 25 above, state whether T & N or anyone else on behalf of T & N or the entity or person

affiliated with T & N named in each such suit, has demanded that any insurance company defend and indemnify each or any of them in connection with each lawsuit, and if so, identify the following:

- (a) The date on which demand was made;
- (b) The identity of the insurance company to which the demand was made;
- (c) The person on behalf of T & N or one of the entities or persons affiliated with T & N who made the demand;
- (d) The response to said demand; and
- (e) If no demand was made, state the basis for not making such a demand.

37. Identify the custodian of the official books, records and documents of Keasbey prior to its dissolution.

38. Identify the custodian of the official books, records, and other documents of Keasbey at the time of its dissolution and subsequent thereto through the present, and further, provide the following information:

- (a) Identify by category the books, records and other documents and papers that were retained at the time of the dissolution of Keasbey, and if available, provide an index of such documents;
- (b) Identify by category the books, records and other papers and documents presently available, and if available, provide an index thereof; and
- (c) Set forth the policy and practice for retaining the books, records and other documents and papers of Keasbey from the time of its dissolution to the present.

39. For each year from 1962 through the present provide the following information separately for T & N, Keasbey, and any other entity or person affiliated with T & N:

- (a) The number of lawsuits filed or commenced in the United States each year against each such entity in which asbestos related injuries were alleged;
- (b) The number of such lawsuits pending at the end of each year.

40. Identify each communication, whether oral or written, whether internal or with others outside of T & N, in which an officer, agent, director, employee of T & N discussed, referred to or mentioned insurance coverage by American Mutual for the asbestos claims for which coverage is sought in this action.

41. Identify all persons not otherwise identified in the answers to these interrogatories who have knowledge of any information relevant to this litigation.

42. (a) Identify all documents upon which you relied in formulating your answers to these interrogatories which are not elsewhere identified in your answers; and

(b) for each such document, identify each answer to which it relates.

43. (a) Identify all persons who were consulted as to, provided information for, or participated in the formulating of, your answers to these interrogatories; and

(b) identify, with respect to each such person, each and every interrogatory the answer of which he participated in.

44. With respect to Exhibits A, B and C annexed hereto, describe separately the manner in which each such schedule was compiled and prepared, identifying, inter alia,

- (a) The source and nature of each item of information contained therein;
- (b) All persons having knowledge of each such item of information contained therein and/or who participated in its preparation;
- (c) Each document known to T & N supporting the existence of each such item of information;
- (d) The date of preparation of each such schedule;
- (e) The person or entity to whom each schedule refers; and
- (f) The circumstances surrounding the preparation of each such schedule.

* * *

You are hereby reminded, that pursuant to Rule 26(e)(2) of the Fed. R. of Civ. P., you are under a duty to seasonably amend your responses to the foregoing interrogatories, if you should obtain information from which you would know that a prior response was incorrect when made, or from which you would know that a prior response, although correct when made, is no longer true and the circumstances are such that failure to amend the response is in substance knowing concealment.

* In addition, pursuant to Rule 26(e)(1), you are under a duty seasonably to supplement your responses to interrogatory 41.

REQUEST FOR DOCUMENT

You are hereby requested to produce within thirty (30) days from the service of this Request for Documents at Siff & Newman, P.C., 233 Broadway, New York, New York, or at a location mutually agreed upon by the parties, the following documents or

your copies thereof, in the event that the originals are not in your possession or under your control, for inspection and copying by the defendant: All reports, records, correspondence, bills, receipts, and other documents identified and referred to in response to the above interrogatories.

INSTRUCTIONS AND DEFINITIONS

A. The terms "you", "your", "plaintiff" or "Turner & Newall" or "T&N" mean plaintiff Turner & Newall PLC or Turner & Newall, Ltd. and any parent company, and each present and former officer, employee, agent, representative or other person acting or purporting to act on behalf of Turner & Newall, including retained or other legal counsel.

B. The term "American Mutual" or "defendant" means defendant American Mutual Liability Insurance Company.

C. The term "Keasbey" refers to Keasbey & Mattison Company, and any subsidiary, affiliate, division, subdivision, officer, director, employee, agent, representative or other person acting or purporting to act on its behalf, including retained or other legal counsel.

D. The term "T & N (O)" refers to Turner & Newall (Overseas) Ltd., and any subsidiary, affiliate, division, subdivision, officer, director, employee, agent, representative or other person acting, or purporting to act on its behalf, including retained or other legal counsel.

E. The term "person" means any natural person, partnership, corporation, company, association, government body or any other type of entity.

F. The term "insurance policies" mean all policies, declaration sheets, insuring agreements, endorsements, and amendments thereto.

G. Whenever there is a request to identify a natural person (or group of persons), set forth: the person's full name; present or last known business and residential addresses; present or last known business and residential telephone numbers; and present or last known employer. Whenever there is a request to identify any person other than a natural person, set forth full name, address and telephone number of the entity to be identified.

H. The word "identify" when used with respect to a statement or communication means: (1) to state whether it was written or oral, and if written to identify each document comprising such statement or communication; (2) to state the date and place of such communication; (3) to identify each person participating therein and each person who was present at the place or places of such statement or communication; (4) to state what was said by each participant, or, if not known or recalled by you, the substance of such statement or communication; (5) to state whether there are any documents which set forth, summarize or refer to any portion of such oral statement or communication, and if such documents exist, to identify each such document.

I. The word "identify" when used with respect to an instance or occurrence means (1) to state the date and place thereof (2) to identify all persons involved and the nature of their involvement; (3) to state the substance of all material communications pertaining thereto; (4) to identify all offers or agreements relating thereto; and (5) to state the result or disposition.

J. Whenever there is a request to identify a document, set forth: (1) the date of preparation of the document; (2) the date of execution of the document; (3) the identity of the author(s) of the document (and, if different, the identity of its signatory party or parties);

(4) the identity of the addressee(s) of the document; (5) the identity of the recipient(s) of copies of the document; (6) the type of document (e.g., letter, memorandum, chart, etc.); (7) the present or last known location of the document; (8) the identity of the present or last known custodian of the document; (9) the stated title or subject of the document; and (10) the substance of the document with such reasonable particularity as is sufficient to permit a request for production of the document pursuant to Rule 34 of the Federal Rules of Civil Procedure.

Documents to be identified shall include both documents in your possession, custody or control as well as all other documents of which you have knowledge.

K. The term "document" includes, but is not limited to, any written, printed, typed, recorded, filmed, key-punched, transcribed, taped or other graphic matter of any kind or nature, however produced or reproduced, whether or not sent or received, including originals, drafts, copies, and non-identical copies bearing notations or marks not found on the original, and includes, but is not limited to, all records, memoranda, reports, financial statements, handwritten and other notes, transcripts, papers, indices, letters, envelopes, telegrams, cables, telex messages, tabulations, studies, analyses, evaluations, projections, work papers, statements, summaries, opinions, journals, desk calendars, appointment books, diaries, pamphlets, articles, magazines, newspapers, booklets, circulars, bulletins, notices, instructions, manuals, minutes or other transcriptions of meetings, meeting agenda, telephone conversation logs or other transcriptions of telephone conversations, photographs, microfilm, tape or other recordings, punch cards, magnetic tapes, discs, data cells, printouts, other data compilations from which information can be obtained, and any other documents or tangible things as

defined in Rule 34 of the Federal Rules of Civil Procedure of which you have knowledge or information.

L. The term "describe", when used with reference to an event (including without limitation any agreement, negotiation, consultation, conference, discussion or meeting), shall mean to state or identify the date, duration, location, persons present, and what took place during the subject event. The term "describe", when used in any other context, shall mean to describe fully by reference to underlying facts rather than ultimate conclusions of fact or law.

M. Where an interrogatory calls for plaintiff's "source of information" or "source of knowledge", plaintiff is to state (1) where, when, and from whom plaintiff learned the information; (2) whether the information was conveyed orally or in writing, and if orally, to identify the individuals who were present during the course of the conversation, and if in writing, to identify the document; and (3) to identify each document or oral statement or communication which refers or relates to plaintiff's source of information or knowledge and, with respect to any such documents identified, to state from whom plaintiff obtained the document.

N. "State the basis for", when used with reference to a particular fact, allegation, claim or subject matter, means: (1) to state each and every fact discoverable under Rule 26(b) of the Federal Rules of Civil Procedure that is known to plaintiff which relates to that fact, allegation, claim or subject matter; (2) to state the source of plaintiff's information or knowledge relating to each such fact, allegation, claim or subject matter; (3) to identify all persons having knowledge of each such fact, allegation, claim or subject matter; (4) to identify each document or oral statement or communication known to plaintiff supporting the existence of each such fact, allegation, claim or subject

matter; and (5) to specify each event, occurrence, and instance on which plaintiff intends to introduce evidence at trial relating to the fact, allegation, claim or subject matter.

O. The word "define" when used with respect to a word or phrase means: (1) to state plaintiff's understanding of the term as used in the complaint; (2) to identify all persons who have knowledge of the meaning of the term as used in the complaint; and (3) to identify each document or oral statement or communication which relates to the meaning of the term as used in the complaint.

P. Whenever in these interrogatories the information requested is contained in or may otherwise be derived or ascertained from a document, you may:

- (1) identify the document(s) from which the answer may be derived or ascertained; and
- (2) produce the document(s) for inspection and copying or deliver a copy of the document(s) to defendant's counsel at the time the answers thereto are filed,

but nothing herein shall constitute a waiver of the defendant's right to call for the production of documents not so identified, produced or delivered.

Q. If the same person, document or conversation is required to be identified in your answer to two or more interrogatories, it is sufficient to identify it in your answer to the first such interrogatory and thereafter to refer to that answer, or the appropriate portion thereof, in response to all subsequent interrogatories calling for identification of the same person, instance, document or conversation.

R. If plaintiff refuses to identify and/or withholds any document requested herein on the ground of privilege, set forth an identification of each such document, specifying its author and addressee(s), the persons to whom copies are

furnished, the present or last known location of the document, the identity of the present or last known custodian of the document, the identity of any person to whom the document has been shown or given to, its date, its general subject matter, and the exact basis of your claim of privilege. As to any claim by plaintiff that information required to be set forth in answer to any of the following interrogatories or as may be contained in a requested document is confidential, the undersigned counsel are prepared to discuss a stipulation or consent order providing adequate protection.

S. Whenever in these interrogatories the information requested is not readily available in the form requested but is, or can more easily be made, available in a different form, you may make the information available in such different form, provided that the information requested is readily intelligible from the form made available by you.

Dated: July 9, 1982

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