

1 IN THE DISTRICT COURT
2 298TH JUDICIAL DISTRICT
3 NO. 00-05448-M
4

5 * * * * * * * * * * * * * *
6 CARY J. BURTON and JAMES BROOKS HILL, *
7 Plaintiffs, *
8 v. *
9 *
10 U.S. GYPSUM COMPANY, et al., *
11 Defendants. *
12 * * * * * * * * * * * * * *

13 VOLUME I
14 PAGES 1-217

15 DEPOSITION OF HAROLD Z. RIDDAR, a
16 witness called on behalf of the Plaintiffs
17 in the first three captions, pursuant to the
18 Texas Rules of Civil Procedure, before
19 Jessica L. Williamson, Court Reporter and
20 Notary Public in and for the Commonwealth of
21 Massachusetts, at the offices of Cetrulo &
22 Capone, LLP, 2 Seaport Lane, Boston,
23 Massachusetts, on Wednesday, February 6,
24 2002, commencing at 10:26 a.m.

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 (617) 338-0030

1 STATE OF TEXAS

2 NUECES, ss. 94th JUDICAL DISTRICT

3 CAUSE NO. 00-464-C

4 * * * * *

5 SALLY JONES SULLIVAN, Individually and *

6 as personal Representative of the *

7 Heirs and Estate of GUINN BINFORD *

8 SULLIVAN, JR., Deceased, et al., *

9 *

10 Plaintiffs, *

11 v. *

12 *

13 GAF CORPORATION, (successor to *

14 RUBEROID CORPORATION), et al., *

15 Defendants. *

16 * * * * *

17

18

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1 STATE OF TEXAS

2 NUECES, ss. 94TH JUDICIAL DISTRICT

3 CAUSE NO. 00-2711-C

4 * * * * *

5 REID FOGLE CLANTON, et al. *

6 Plaintiffs, *

7 v. *

8 *

9 GAF CORPORATION, (successor to *

10 RUBEROID CORPORATION), et al., *

11 Defendants. *

12 * * * * *

13 STATE OF TEXAS

14 DALLAS, ss. 94TH JUDICIAL DISTRICT

15 CAUSE NO. DV00-05501-E

16 * * * * *

17 ELWYN CLYDE STEELMAN, et al., *

18 Plaintiffs, *

19 v. *

20 *

21 ARMSTRONG WORLD INDUSTRIES, INC., et *

22 al., *

23 Defendants. *

24 * * * * *

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1 A P P E A R A N C E S

2

3 BARON & BUDD, P.C.

4 (By Richard I. Nemeroff, Esq.

5 Christopher J. Panatier, Esq.

6 and Jacqueline M. Montejano, Esq.)

7 The Centrum

8 3102 Oak Lawn Avenue

9 Suite 1100

10 Dallas, Texas 75219-4281

11 (214) 521-3605

12 Counsel for the Plaintiffs in the first

13 three captions

14

15 SILBER & PEARLMAN, L.L.P.

16 (By Michael J. Hanners, Esq.)

17 2711 N. Haskell Avenue

18 Fifth Floor, LB 32

19 Dallas, Texas 75204

20 (214) 874-7000

21 Counsel for the Plaintiffs Elwyn Clyde

22 Steelman, et al.

23

24

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1 A P P E A R A N C E S, Continued

2

3 DeHAY & ELLISTON, L.L.P.

4 (By Gary D. Elliston, Esq.)

5 NationsBank Plaza

6 901 Main Street

7 Suite 3500

8 Dallas, Texas 75202

9 (214) 210-2401

10 Counsel for Riley Stoker and the Deponent

11

12 CETRULO & CAPONE, LLP

13 (Annette M. Boelhouwer, Esq.)

14 Two Seaport Lane

15 Boston, Massachusetts 02210

16 (617) 217-5500

17 National Counsel for Riley Stoker

18

19 ALSO PRESENT:

20

21 Brian Colburn

22

23

24

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1 I N D E X

2	DEPONENT	PAGE
3	HAROLD Z. RIDDAR	
4	Examination by Mr. Nemeroff	9, 200
5	Examination by Mr. Elliston	180

6

7 E X H I B I T S

8	NO.	PAGE
---	-----	------

9

10	1	First Amended Notice	9
----	---	----------------------	---

11

12	2	Amended Notice	9
----	---	----------------	---

13

14	3	Amended Notice	9
----	---	----------------	---

15

16	4	Master's Recommendation	9
----	---	-------------------------	---

17

18	5	Document headed "Trowelable Light Weight Plastic Refractories"	40
----	---	--	----

21

22	6	Notice of Time and Place of Further Hearing	44
----	---	--	----

24

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1

E X H I B I T S

2

NO.

PAGE

3

4

7

Workmen's Compensation

5

Commission Awarded

53

6

7

8

Letter dated January 9, 1957

56

8

9

9

Memo dated July 31, 1972

84

10

11

10

Handwritten document dated

12

3/24/72

84

13

14

11

Eagle-Picher document headed

15

"Back Order, Shipping Order,

16

Plant Copy"

101

17

18

12

No exhibit marked

19

20

13

Drawings labeled "Lewis"

177

21

22

14

Drawings labeled "Clanton"

177

23

24

15

Drawings labeled "Sullivan"

177

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1	E X H I B I T S		
2	NO.		PAGE
3			
4	16	Riley Stoker document headed	
5		"In the News of the Day"	177
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			

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1 P R O C E E D I N G S

2 (Documents marked as Exhibits 1
3 through 4 for identification.)
4

5 HAROLD Z. RIDDAR,
6 a witness called on behalf of the Plaintiffs
7 in the first three cases, having first been
8 duly sworn, was deposed and testifies as
9 follows:
10

11 DIRECT EXAMINATION
12

13 BY MR. NEMEROFF:

14 Q. Hi, Mr. Riddar. How are you?

15 A. Fine, thank you.

16 Q. My name is Rick Nemeroff, and I represent a
17 group of plaintiffs, and I'm going to ask
18 you some questions. How many times have you
19 given a deposition before on behalf of Riley
20 Stoker in a context of asbestos-related
21 claims?

22 A. One time.

23 Q. And how many times have you given testimony
24 at trial on behalf of Riley Stoker in

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1 connection with asbestos claims?

2 A. None.

3 Q. Have you ever been to Texas?

4 A. Yes.

5 Q. When was the last time you were in Texas?

6 A. I don't know the exact date. It was last
7 year sometime.

8 Q. In what connection?

9 A. With a deposition.

10 Q. For what kind of case?

11 A. I can't recall right now.

12 Q. It wasn't asbestos, though?

13 A. Yes.

14 Q. Okay. Well, let me ask the question again.

15 You just told me you've only given one
16 deposition before for asbestos-related
17 claims, and that deposition was last year in
18 Texas?

19 A. I didn't take the deposition. I was there
20 for the deposition, but it was not taken.

21 Q. So you appeared, but no one ever took it?

22 A. Right.

23 Q. All right. Let me ask this question, then:
24 How many times have you appeared at a

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1 deposition in connection with Riley Stoker
2 and asbestos-related claims where a
3 deposition did not go forward?

4 A. One time.

5 Q. And how many times have you appeared on
6 behalf of Riley Stoker in connection with
7 asbestos claims to testify at trial but
8 where you did not actually testify?

9 A. Not at trial.

10 Q. So they've never called you down to a
11 courthouse and said you're going to go on,
12 and then told you nope, you're not going on
13 today?

14 A. No.

15 Q. Sir, do you believe that asbestos exposure
16 can cause mesothelioma?

17 A. Yes.

18 Q. And, sir, when did you first learn that?

19 A. I can't give you an exact date. I don't --

20 Q. Can you give me a decade?

21 A. End of '70s, 1970s, I would suppose.

22 Q. And do you recall how you learned that
23 exposure to asbestos can cause mesothelioma
24 in the 1970s?

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1 A. Reading about it.

2 Q. And where would you have read about it?

3 A. The newspapers.

4 Q. And do you recall what was being written
5 about asbestos causing mesothelioma in the
6 1970s in newspapers?

7 A. Not exactly. I can't recall the newspaper
8 or --

9 Q. Do you recall reading about asbestos causing
10 mesothelioma in the 1970s in OSHA
11 regulations that were promulgated at that
12 time?

13 A. Yes.

14 Q. Would you consider yourself to have been
15 familiar with the OSHA regulations
16 pertaining to asbestos in the 1970s when you
17 were employed by Riley Stoker?

18 A. Would you repeat that, please?

19 Q. Sure. Would you consider yourself to have
20 been familiar with the OSHA regulations
21 pertaining to asbestos in the 1970s when you
22 were employed by Riley Stoker?

23 A. I read it once briefly.

24 Q. Do you recall reading in the OSHA

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1 regulations that exposure to asbestos for as
2 little as three months could cause
3 mesothelioma?

4 MR. ELLISTON: Objection to form.

5 Q. Okay. And your answer?

6 A. No. I don't recall reading anything like
7 that.

8 Q. Do you believe that exposure to asbestos can
9 cause lung cancer?

10 A. Yes.

11 Q. And when is it that you first learned that
12 exposure to asbestos can cause lung cancer?

13 A. In the '70s.

14 Q. And how is it that you learned that exposure
15 to asbestos can cause lung cancer in the
16 1970s?

17 A. It was common knowledge at that time.

18 Q. Common knowledge among who?

19 A. The press.

20 Q. When you say "The press," that's a rather
21 broad statement. Could you be more specific
22 as to what press you're talking about? Are
23 you talking about the -- well, you tell me
24 what you mean by "The press."

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1 A. Well, newspapers, radio.

2 Q. Are you able to tell me specifically --
3 withdraw that.

4 In the 1970s where were you living?

5 A. Worcester, Massachusetts. To be more exact,
6 Paxton, Massachusetts.

7 Q. Here's my real tough question of the day:
8 Do you remember what newspapers you would
9 subscribe to back in the 1970s that would
10 have carried such information?

11 A. The Worcester Program Gazette.

12 Q. Did you ever subscribe to the New York
13 Times?

14 A. No.

15 Q. Did you read the New York Times in the
16 1970s?

17 A. Occasionally.

18 Q. How about the Newsweek Magazine?

19 A. Yes.

20 Q. Do you believe, sir, that exposure to
21 asbestos can cause gastrointestinal cancers?

22 A. I have no knowledge of that.

23 Q. Did you meet with the lawyers for Riley
24 Stoker before giving your deposition here

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1 today?

2 A. Yes.

3 Q. And when did you first meet with them?

4 A. I don't have an exact date. A couple of
5 weeks ago.

6 Q. And how many times have you met with them?

7 A. Several times.

8 Q. And more than ten?

9 A. No.

10 Q. More than five?

11 A. About five.

12 Q. Okay. And would you be able to approximate
13 for me how long each of those meetings
14 lasted with the Riley Stoker lawyers?

15 A. Four to six hours perhaps.

16 Q. Four to six hours each time?

17 A. Yes, about.

18 Q. And are you represented by the lawyers here
19 for Riley Stoker today?

20 A. Yes.

21 Q. In a personal capacity or in the capacity as
22 a representative for Riley Stoker?

23 MR. ELLISTON: Objection, form.

24 A. I don't understand your question.

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1 Q. Well, what I'm trying to find out, sir --
2 well, I'm going to ask it this way: I know
3 exactly how I'm going to get my answer.
4 Sir, tell me about the contents of the
5 conversations that you had with the lawyers
6 from Riley Stoker.

7 MR. ELLISTON: Objection,
8 privileged attorney/client communication. I
9 instruct you not to answer that question.

10 Q. Sir, are you going to be paying the lawyers
11 here to represent you, or is it your
12 understanding that Riley Stoker is going to
13 pay them for you?

14 A. I have no idea.

15 Q. Have you signed a retainer agreement with
16 any of the lawyers here to represent you at
17 this deposition?

18 A. No, I have not.

19 Q. So would it be fair to say that you are here
20 as Riley Stoker for the purpose of this
21 deposition?

22 MR. ELLISTON: Objection, form.

23 A. There is no Riley Stoker today.

24 Q. Well, I understand that, sir. What I'm

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1 trying to get at is -- when you're giving
2 testimony here today, I'm trying to
3 determine are you here speaking on behalf of
4 Riley Stoker in terms of what it knew and
5 things it did in the past?

6 A. Yes.

7 MR. ELLISTON: Objection, form.

8 Q. Okay. When you learned about asbestos-
9 causing mesothelioma in the 1970s, sir, what
10 did you do at Riley Stoker to communicate
11 that knowledge to others?

12 A. That was not my job.

13 Q. Sir, my question, though, is, when you
14 learned about asbestos-causing mesothelioma
15 in the 1970s, what did you do at Riley
16 Stoker to communicate that knowledge to
17 others?

18 A. I didn't do anything.

19 Q. And, sir, when you learned that asbestos
20 could cause lung cancer in the 1970s, what
21 did you do at Riley Stoker to communicate
22 that knowledge to others?

23 A. I did not (sic).

24 Q. Sir, do you believe that asbestos can cause

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1 asbestosis?

2 A. Yes.

3 Q. And when did you learn that?

4 A. In the 1970s.

5 Q. And how is it that you learned in the 1970s
6 that exposure to asbestos can cause
7 asbestosis?

8 A. By reading newspapers, magazines, radio.

9 Q. In the past when you were asked that
10 question, sir, you had indicated that the
11 source of your knowledge was, in fact, the
12 OSHA regulations. Are you now expanding
13 that to include the press and radio and
14 things along those lines?

15 MR. ELLISTON: Objection, form. To
16 the extent you're going to cross-examine him
17 regarding prior testimony, I request that he
18 be given the opportunity to see it. In
19 addition, since the beginning of the
20 deposition you've been standing, and I would
21 request that you be seated for the purposes
22 of the deposition rather than standing.

23 (Pause.)

24 MR. ELLISTON: Rick, I'll also tell

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1 you that I have a copy of that 1995
2 deposition, so if you want me to show him my
3 copy, I'm happy to do that to expedite
4 matters.

5 MR. NEMEROFF: Sure. I think it's
6 actually earlier than that. Can you give me
7 the end date and the beginning date?

8 (Pause.)

9 MR. NEMEROFF: Why don't you try to
10 find it. I'm going to move on to something
11 else. I'm going to withdraw my last
12 question and move on to something else.

13 And so the record is not so
14 misleading, I'm standing simply because my
15 knee on which I had surgery not too long ago
16 is particularly stiff from sitting on a
17 plane for seven hours yesterday waiting to
18 get up here, so I apologize if I appear to
19 be doing anything other than just trying to
20 keep it from locking up on me while I sit.

21 MR. ELLISTON: I'm happy for
22 another counsel to ask questions so you can
23 be seated while they question.

24 MR. NEMEROFF: Well, that's sweet

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1 of you, Gary, and I know that comes from
2 your heart.

3 MR. ELLISTON: I knew you would
4 appreciate it. I just don't -- we're about
5 three feet apart here, and I just would
6 prefer that the witness not be having to
7 look up to counsel who is standing. But we
8 can proceed, and we'll address it as we go
9 along.

10 MR. NEMEROFF: You know, not being
11 very tall, I'm always happy when someone
12 has to look up at me, so I take every
13 advantage I can of the situation. But I
14 will do my best to remain seated or hunched.

15 BY MR. NEMEROFF:

16 Q. Sir, did anyone at Riley Stoker ever tell
17 you prior to 1970 that asbestos could cause
18 asbestosis -- exposure to asbestos could
19 cause asbestosis?

20 A. Not that I can recall.

21 Q. And if Riley Stoker had known prior to 1970
22 that asbestos -- withdraw that.

23 Do you consider asbestosis to be a
24 deadly disease?

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1 A. Yes.

2 Q. And do you consider mesothelioma to be a
3 deadly disease?

4 A. Yes.

5 Q. And do you consider lung cancer to be a
6 deadly disease?

7 A. Yes.

8 Q. And if Riley Stoker had knowledge prior to
9 1970 that asbestos could cause the deadly
10 disease, asbestosis, is that something that
11 you would have liked for them to communicate
12 that to you?

13 MR. ELLISTON: Objection, form.

14 A. I was not particularly concerned about
15 health issues. I worked in the engineering
16 of the department. My job was to design and
17 make drawings of steam-generating equipment.

18 Q. And you understood, sir, that from the time
19 you began working for Riley Stoker, which I
20 think was in what year, sir?

21 A. 1953.

22 Q. And you understand, sir, that from 1953
23 until, I think, by -- withdraw that.

24 When did Riley Stoker stop using or

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1 specifying asbestos to be used with its
2 boilers?

3 A. Following the OSHA regulations.

4 Q. And what year would that be?

5 A. That was in 1972, so shortly afterwards.

6 Q. Okay. So from 1953 until 1972 did you have
7 an understanding that asbestos insulation
8 was used in connection with the boilers that
9 you were helping to design?

10 A. No.

11 Q. From 1953 to 1972 you had absolutely no idea
12 that asbestos was being used on the boilers
13 that you were designing?

14 MR. ELLISTON: Objection, form.

15 Now you can answer.

16 A. There were areas where asbestos was used.

17 Q. So the answer to my question is, from 1953
18 to 1972 you did have an understanding that
19 asbestos insulation was used in connection
20 with the boilers that you were helping to
21 design?

22 MR. ELLISTON: Objection, form.

23 Q. Is that correct?

24 A. In some instances, yes, like gaskets.

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1 Q. So from 1953 to 1972 you had an
2 understanding that asbestos insulation was
3 being used in connection with the boilers
4 that you were designing?

5 A. Not insulation, no.

6 Q. Do you make a distinction between gasket
7 material and packing material and insulation
8 material?

9 A. I most certainly do.

10 Q. Okay. So from 1953 to 1972 you had an
11 understanding that asbestos packing and
12 asbestos gaskets were being used in
13 connection with the boilers that you were
14 designing for Riley Stoker?

15 A. Yes.

16 Q. Sir, when you designed a boiler, did you
17 specify the use of insulation materials in
18 connection with that boiler?

19 A. Yes.

20 Q. And when you designed a boiler between 1953
21 and 1972 at Riley Stoker, did you specify
22 the use of insulation materials in
23 connection with that boiler?

24 A. Yes.

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1 Q. And you had no idea from 1953 to 1972 that
2 when you specified the use of insulation
3 materials in connection with a Riley Stoker
4 boiler, that those insulation materials
5 would be asbestos-containing?

6 A. No.

7 Q. What was your understanding of the makeup of
8 those insulation materials that you were
9 specifying to be used on Riley Stoker
10 boilers between 1953 and 1972?

11 A. We specified on the insulation that the
12 insulation was specified as high temperature
13 block insulation, intermediate temperature
14 block insulation and mineral wool.

15 Q. And the block insulation that you understood
16 was being used on the boilers that you
17 designed for Riley Stoker between 1953 and
18 1972, is it your understanding that that
19 block was referred to as calcium silicate?

20 A. No. There's a distinction between calcium
21 silicate and high temperature block
22 insulation.

23 Q. Okay. Tell me where the distinction is, in
24 your mind, between calcium silicate and high

1 temperature block insulation?

2 A. Calcium silicate insulation was used mostly
3 on piping.

4 Q. And high temperature block insulation?

5 A. It was used on the boiler surfaces.

6 Q. And is it your understanding that calcium
7 silicate pipe insulation was asbestos-
8 containing prior to 1972?

9 A. I can't be sure of that.

10 Q. You would agree with me, sir, that Riley
11 Stoker boilers had asbestos insulation on
12 them in the past; is that correct?

13 A. At this point in time I had come to realize
14 that there may be -- such insulation had
15 been used on the Riley boilers.

16 Q. So the answer to my question is that in the
17 past -- Riley Stoker boilers had asbestos
18 insulation on them in the past? That is a
19 correct statement?

20 A. Yes.

21 Q. And calcium silicate insulation would be a
22 type of asbestos-containing insulation used
23 on a Riley Stoker boiler; is that correct?

24 A. Yes.

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1 Q. So we can agree that in the past,
2 asbestos-containium (sic) -- try that one.
3 So that we can agree in the past, asbestos-
4 containing calcium silicate insulation was
5 used on Riley Stoker boilers?

6 A. Yes.

7 MR. ELLISTON: Objection, form.

8 Q. The high temperature block insulation, what
9 is your understanding of the makeup of the
10 high temperature block insulation?

11 A. The high temperature block insulation, in my
12 mind, had a higher density than the mineral
13 wool.

14 Q. And do you know whether or not the high
15 temperature block insulation that Riley
16 Stoker had used in connection with the
17 boilers that you designed between 1953 and
18 1972 had asbestos in them?

19 A. At that time, no.

20 Q. Are you familiar with a product called
21 Eagle-Picher SuperTemp block?

22 A. I have heard of Eagle-Picher, but I'm not
23 familiar with the SuperTemp block.

24 Q. So if Riley Stoker was purchasing -- let me

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1 withdraw that and set it up this way: I
2 want you to assume for me that Riley Stoker
3 bought Eagle-Picher's SuperTemp block for
4 use on its boilers.

5 A. I don't know that.

6 Q. You don't know that?

7 A. No.

8 Q. Assuming that they did and that that block
9 contained asbestos, that was something that
10 was never communicated to you?

11 MR. ELLISTON: Objection, form.

12 A. I can't recall anybody coming to me and
13 telling me that we were using asbestos. We
14 used insulation.

15 Q. Besides asbestos insulation, sir, between
16 1953 and 1972 what other types of
17 non-asbestos insulation are you familiar
18 with that were used in connection with Riley
19 Stoker boilers?

20 A. We used two types of insulation. We used a
21 high temp -- or three types of insulation.
22 We used the high temperature block, the
23 intermediate temperature block and mineral
24 wool. Those were the three groups that were

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1 used.

2 Q. And the -- was it your responsibility in
3 designing a boiler to specify a type of
4 insulation to be used on the boiler?

5 A. Yes.

6 Q. Okay.

7 A. One of the three groups that I mentioned.

8 Q. All right. Maybe that's where I was getting
9 a little confused. You, Harold Riddar, when
10 working for Riley Stoker and designing
11 boilers for them, would specify on your
12 designs to use either high temperature
13 block, intermediate temperature block or
14 mineral wool at various points on the
15 boiler; is that correct?

16 A. Yes.

17 Q. And you had no understanding as to what high
18 temperature block was made up of at the time
19 when you were specifying it to be used on
20 your boilers between 1953 and 1972 when you
21 were working for Riley Stoker?

22 A. It was not a concern of mine. The high
23 temperature block was employed at -- the
24 temperature that it required had temperature

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1 block.

2 Q. And so I'm clear, sir, you had no
3 understanding as to what the intermediate
4 temperature block was made up of at the time
5 when you were specifying it to be used on
6 the Riley Stoker boilers between 1953 and
7 1972; is that correct?

8 A. No, I did not.

9 Q. And you had no understanding as to what the
10 mineral wool was made up of when you were
11 specifying it to be used on the boilers that
12 you were designing for Riley Stoker between
13 1953 and 1972?

14 A. Well, the name pretty much tells you it's
15 mineral wool.

16 Q. You don't know if there was anything else in
17 the mineral wool product in addition to
18 mineral wool?

19 A. I have no idea.

20 Q. What qualified you to design boilers for
21 Riley Stoker between 1953 and 1972?

22 A. My educational background, I guess.

23 Q. And what was that?

24 A. I have an associate degree in mechanical

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1 engineering from Worcester Junior College.

2 Q. And as part of getting an engineering
3 degree, did you have to understand the
4 properties and nature of the material that
5 you would be specifying for use in the
6 boilers that you were designing for Riley
7 Stoker?

8 A. Yes, to some extent. In pressure parts
9 design you had to have a good knowledge of
10 properties of steel.

11 Q. Did Riley Stoker have engineering standards
12 that specified certain types of products to
13 be used in connection with the manufacture
14 of its boilers?

15 A. It was generally specified in a proposal and
16 sometimes customers' specifications would
17 list the temperature range and their
18 required insulation thickness.

19 Q. Sir, have you ever seen a specific Riley
20 Stoker Corporation engineering standard for,
21 say, refractories, refractory products to be
22 used on boilers?

23 A. Not as such, not in detail. There were
24 standards in certain areas that would be

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1 where refractory would be used.

2 Q. Was Riley Stoker Corporation in the habit,
3 to your knowledge, of ordering materials for
4 use on its boilers of which it didn't know
5 what those products were made up of?

6 MR. ELLISTON: Objection, form.

7 A. I don't know what other people did or knew.

8 Q. Well, do you think it's good engineering
9 practice to specify the use of a material on
10 a boiler where you don't know what the
11 constituency of the product you're
12 specifying is?

13 A. Are you talking about the entire boiler, or
14 are you talking about a specific area?

15 Q. Do you think it's good engineering practice,
16 sir, to specify on your drawings for a
17 boiler something that you don't know what
18 the makeup of the material that you're
19 specifying is anywhere on the drawing?

20 A. I realize I shouldn't answer a question by a
21 question, but your question is too broad.
22 Can you narrow it down to where I can answer
23 it?

24 Q. Do you think it's good engineering practice

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1 to specify in your drawings for a Riley
2 Stoker boiler insulation materials, be it
3 high temperature or intermediate temperature
4 block, where you don't know what it is that
5 you are actually specifying to be used on
6 your boiler?

7 A. I knew I specified insulation, either high
8 temperature block, intermediate temperature
9 block or mineral wool.

10 Q. But you're telling me that despite making
11 such specifications, you had no idea about
12 whether or not those products contained
13 asbestos or not?

14 A. At that time I did not know.

15 Q. Well, looking back, do you have an
16 understanding that the materials -- the
17 insulation materials that you were
18 specifying, the high temperature block,
19 intermediate temperature block, and the
20 mineral wool, did, in fact, have asbestos
21 until 1972?

22 A. Before 1972 I had no idea.

23 Q. But my question is, looking back now, do you
24 have an understanding that the materials,

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1 the insulation materials that you were
2 specifying for use on the Riley Stoker
3 boilers, the high temperature block, the
4 intermediate temperature block and the
5 mineral wool, did, in fact, have asbestos in
6 them prior to 1972?

7 MR. ELLISTON: Objection, form.

8 A. You're asking a -- you're grouping them into
9 one group, all three of them. I think there
10 was a difference there.

11 Q. Well, let me break it up. Looking back now,
12 do you have an understanding that the high
13 temperature block material that you
14 specified for use on Riley Stoker boilers
15 between 1953 and 1972 was, in fact,
16 asbestos-containing?

17 A. Today I know that.

18 Q. And looking back now, do you have an
19 understanding that the intermediate
20 temperature block that you specified for use
21 on Riley Stoker boilers between 1953 and
22 1972 was, in fact, asbestos-containing?

23 A. I don't know to this date.

24 Q. And do you have an understanding now that

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1 the mineral wool that you specified for use
2 on Riley Stoker boilers between 1953 and
3 1972 was, in fact, asbestos-containing?

4 A. I don't think it was.

5 Q. Do you have any specific information one way
6 or the other as it pertains to mineral wool
7 prior to 1972?

8 A. No.

9 Q. Sir, did Riley Stoker ever use or specify
10 for use lightweight plastic refractories for
11 use on their boilers?

12 A. Yes.

13 Q. And was that something that you personally
14 specified for use on the boilers that you
15 were designing for Riley Stoker after 1953?

16 A. We used it in very small quantities.

17 Q. When you say "very small quantities," can
18 you give me an estimation of what you mean
19 by that?

20 A. Well, it was used as a packing back at the
21 buckstays of the boiler, B-U-C-K-S-T-A-Y.

22 Q. And when you say "small quantities," do you
23 mean small quantities per boiler or small
24 quantities --

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1 A. Yes.

2 Q. And do you have an understanding as to
3 whether or not that lightweight plastic
4 refractory product that you were specifying
5 for use was asbestos-containing or not?

6 A. No, I did not.

7 Q. Was Riley Stoker -- withdraw that.

8 You were in the engineering
9 department?

10 A. Yes.

11 Q. Was it engineering department practice to
12 recommend specific products by name brand
13 for use as part of a specification on the
14 boilers that you were designing?

15 A. It was not Riley policy to do that.

16 Q. It was not?

17 A. No, for a good reason.

18 Q. Why is that?

19 A. Well, we had what we call the bidders' list
20 at Riley Stoker, or they had, not in the
21 engineering department, but there was such a
22 list, so if we stated the name brand on a
23 drawing, it had to be followed by "or
24 equal," which left it up to the person in

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1 the department to get an equal product.

2 Q. Have you ever seen a Riley Stoker
3 engineering standard list for lightweight
4 plastic refractories that would be used on
5 the boilers per your specifications?

6 A. I can't recall that.

7 MR. NEMEROFF: What number am I up
8 to?

9 THE REPORTER: 5.

10 Q. I'm going to show you what I'm going to mark
11 as Riddar No. 5 and ask if you can identify
12 this for the record, please.

13 (Witness reviews document.)

14 A. As I stated before, I can only recall using
15 this in back of buckstays on a boiler.

16 Q. Can you just identify the document for us?

17 A. Yes.

18 MR. ELLISTON: (Indicating.)

19 Q. Okay. Your counsel's indicating something,
20 so I'm...

21 MR. ELLISTON: I just want him to
22 look at both pages.

23 MR. NEMEROFF: Okay. Off the
24 record.

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1 (Discussion off the record.)

2 Q. Okay. Can you just describe for me what
3 this is that I've marked as Riddar No. 5 in
4 this deposition?

5 A. Riley Stoker standard.

6 Q. Riley Stoker standard?

7 A. Yes.

8 Q. And on this am I correct, sir, that it
9 identifies the trade name and manufacturer
10 of a number of different lightweight plastic
11 refractories that --

12 A. If we specified, as I told you before, it
13 would have to be specified in the
14 engineering department as "or equal," so
15 those names that you see there were
16 obviously on the bidders' list, the
17 lightweight refractory.

18 Q. Sir, in looking at Riddar No. 5, can you
19 please identify for us or point out for us
20 where it says "or equal" anywhere on that
21 document?

22 A. Not on that standard.

23 Q. It's not on the standard?

24 A. No. It was a policy.

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1 Q. And is that policy written down someplace?

2 A. I can't recall.

3 Q. Have you ever seen it written down someplace
4 in the past?

5 A. I can't recall that.

6 Q. Sir, do you have an understanding as to
7 whether or not any of the lightweight
8 plastic refractories as specified for use by
9 the Riley Stoker Corporation engineering
10 department contained asbestos on this list?

11 A. I don't know.

12 Q. As an -- I'm sorry.

13 A. I don't see anything in here referring to
14 asbestos.

15 Q. Do you think it's a good engineering
16 practice for Riley Stoker to specify the use
17 of a particular product if they don't know
18 what that product is made up of?

19 A. It was an insulating material, and the
20 engineering question would be, would it do
21 the job? We did not go into chemical
22 analysis of any refractories, and I don't
23 think they were sold that way.

24 Q. As an engineer, sir, do you think it is good

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1 practice to understand the nature and makeup
2 of the products that you were specifying to
3 be used on any machinery that you designed?

4 A. Yes.

5 Q. But when it comes to knowing whether or not
6 the insulation products that you were
7 specifying for use on Riley Stoker boilers,
8 you did not have an understanding of the
9 nature and makeup of the products that you
10 were specifying to be used; isn't that true?

11 A. No, it's not. I knew that the insulation
12 that we specified did its job for which it
13 was intended.

14 Q. But you don't know -- withdraw that.

15 But you never did any either
16 investigation or make any inquiry as to what
17 the insulation materials that you were
18 specifying for use on Riley Stoker boilers
19 between 1953 and 1972, you never undertook
20 to learn what was in those insulation
21 materials?

22 A. I did not.

23 (Discussion off the record.)

24

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1 (Document marked as Exhibit 5
2 for identification.)

3 Q. And do you consider your actions in not
4 making any inquiry as to what the insulation
5 materials were that you were specifying for
6 use on Riley Stoker boilers between 1953 and
7 1972 to have been good engineering practices
8 at that time?

9 A. That was not my concern. My concern was
10 building a boiler, you know. I concern
11 myself -- you know, a boiler consists of
12 many, many components. There is maybe as
13 many as 600 drawings involved in building a
14 boiler. That doesn't necessarily involve
15 insulation alone. The boiler in general was
16 built to a safety factor of 4. You know, we
17 were talking about pressure parts like
18 drums, headers, tubes.

19 Q. My question, sir, was, do you consider your
20 actions in not making any inquiry into what
21 the insulation materials that you were
22 specifying were made up of when you were
23 drawing boilers and saying use insulation
24 materials between 1953 and 1972, do you

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1 think those actions were good engineering
2 practices?

3 A. I think the actions were appropriate.

4 Q. And if the materials that you were
5 specifying for use -- withdraw that.

6 Do you have an understanding now,
7 looking back, that the materials that you
8 were specifying for use that had asbestos-
9 containing (sic) were, in fact, dangerous to
10 users or people around the products?

11 MR. ELLISTON: Objection, form.

12 A. Today we realize that.

13 Q. If you had known that in the 1950s, would
14 you have done something different in your
15 specifications?

16 MR. ELLISTON: Objection, form.

17 A. Personally I probably perhaps would have
18 told someone if it was not general
19 knowledge.

20 Q. And you would agree with me, sir, that in
21 the 19 -- you believe in the 1950s, sir,
22 that it was general knowledge that asbestos
23 was harmful?

24 A. I don't believe that.

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1 Q. So in the 1950s, unless told by somebody
2 with knowledge of the dangers of asbestos,
3 an ordinary person wouldn't have any reason
4 to know that?

5 MR. ELLISTON: Objection, form.

6 A. There was no way of knowing that asbestos
7 was harmful to your health, not at that
8 time.

9 Q. Why do you say that?

10 A. I'd never seen it written anywhere, heard of
11 it. How would I know?

12 Q. And you would agree with me, sir, that if a
13 company knew that asbestos could be harmful
14 to a person working with it and then let
15 someone be exposed to it without telling
16 them, that would be a bad thing to do?

17 MR. ELLISTON: Objection, form.

18 A. I can't answer that. That's a broad
19 question.

20 Q. Well, if -- specifically do you believe,
21 sir, that if Riley Stoker knew that asbestos
22 could be harmful to someone's health, never
23 told anyone what they knew and allowed
24 people to be exposed to asbestos, that that

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1 is a pretty bad thing to do?

2 MR. ELLISTON: Objection, form.

3 A. I don't believe that Riley Stoker knew.

4 Riley Stoker is very safety-conscious.

5 Q. And if Riley Stoker knew about the dangers
6 of asbestos, you would have expected them to
7 tell you and tell others?

8 A. I would suppose they would have. That's my
9 personal opinion.

10 Q. And prior to 1972 you, Harold Riddar, had no
11 personal knowledge from Riley Stoker about
12 the dangers of asbestos; is that correct?

13 A. No, I did not.

14 Q. If Riley Stoker, in fact, did have knowledge
15 prior to 1972 and did not share it with you,
16 would you consider that to be the right
17 thing to do or the wrong thing to do?

18 MR. ELLISTON: Objection, form.

19 A. I can't speak for anybody else. I can speak
20 only for myself.

21 Q. I only want to know what you, Harold Riddar,
22 believed if Riley Stoker had knowledge about
23 asbestos causing harm and injury and disease
24 to people before 1972 and they did not tell

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1 you or tell anyone, would you consider that
2 to be a bad thing to do?

3 MR. ELLISTON: Objection, form.

4 A. Yes.

5 Q. Sir, I want to show you what I'm going to
6 mark as Plaintiff -- excuse me, as Riddar
7 No. 6.

8 (Document marked as Exhibit 6
9 for identification.)

10 Q. And I'm going to ask you if you can take a
11 look at Riddar No. 6.

12 (Witness reviews document.)

13 Q. Have you had a chance to look at that, sir?

14 A. Yes.

15 Q. And am I correct that --

16 MR. ELLISTON: Excuse me. Before
17 you continue, may I take a second to look at
18 it?

19 MR. NEMEROFF: Sure.

20 (Mr. Elliston reviews document.)

21 MR. ELLISTON: Okay.

22 Q. Sir, referring to Riddar No. 6 -- why don't
23 you hold onto it -- what is your
24 understanding of what Riddar No. 6 is?

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1 A. It's a lawsuit against Riley Stoker.

2 Q. And do you have an understanding of the date
3 of that lawsuit against Riley Stoker?

4 A. It was back in the 1950s, I believe.

5 Q. Do you see in the middle of the first page
6 where it says 1958?

7 A. Yes.

8 Q. And I'm going to refer to the bottom pages,
9 in that little -- can you see that little
10 box down there? Is that clear for you to
11 see?

12 A. Yes.

13 Q. Okay. You understand that this is a claim
14 of Ernest Moreno?

15 MR. ELLISTON: Objection, form.

16 Q. It's probably at the top of the page.

17 A. Yes. It's kind of hard to read, but, with a
18 little bit of imagination I guess we can get
19 that out of it.

20 Q. Well, I think Mr. -- if you want to verify
21 that Mr. Moreno's name appears on other
22 pages of that...

23 A. All right. I believe you.

24 Q. Okay. And this claim by Mr. Moreno in 1948,

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1 can you look at Page, what is marked 31.

2 A. I don't see any...

3 Q. There's 36, yeah, I'm looking down here, 36,

4 34. I'll just help you out. Page 30.

5 A. 31.

6 Q. Okay. And at the top there's indication

7 with a stamp that says "Riley Stoker

8 Corporation" in 1948?

9 A. Yes.

10 Q. And it's got Mr. Moreno's name and Riley

11 Stoker's name?

12 A. Yes.

13 Q. In fact, it has Mr. Moreno, applicant,

14 versus other companies, including Riley

15 Stoker, as defendant?

16 A. Uh-huh.

17 Q. Is that correct?

18 A. Yes.

19 Q. And it says here "Decision After Rehearing."

20 Did I read that correctly?

21 A. Yes.

22 Q. And on the following page -- am I right

23 where I'm supposed to be? Is that it?

24 Could you please read into the record

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1 Paragraph 1, which is highlighted.

2 A. "Earnest R. Moreno, born December 12, 1903,
3 while employed as an asbestos worker by
4 various employees in the State of California
5 for periods of time hereinafter set forth,
6 sustained injury arising out of an occurring
7 in the course of employments by reason of
8 his occupational activities, consisting of
9 exposure to asbestos dusts, the accumulated
10 effects of each day's exposure caused an
11 industrial asbestosis, resulting in
12 temporary total disability on December 8,
13 1944. For said temporary total disability,
14 the applicant is entitled to compensation,
15 exclusive of the waiting period for seven
16 days, based on earnings in excess of
17 maximum."

18 Q. Sir, based upon your reading of this
19 document from 1948, did Riley Stoker ever
20 tell you that in 1948 they had been named as
21 a defendant in a case where an individual
22 was found to have total or permanent
23 disability from exposure to asbestos dust?

24 A. No, they did not. I was not employed at

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1 Riley Stoker at this time.

2 Q. And after you became employed in 1953, at
3 any point between 1953 and the time that
4 you, yourself, learned about the dangers of
5 asbestos in the 1970s, did Riley Stoker ever
6 tell you what they knew back in 1948 about
7 exposures to asbestos causing total or
8 permanent disability from exposure to
9 asbestos dust?

10 MR. ELLISTON: Objection, form.

11 A. No.

12 Q. Sir, do you believe, knowing what you --
13 withdraw that.

14 Sir, looking back and knowing that you
15 were specifying products that contained
16 asbestos while employed by Riley Stoker and
17 now having seen this document from 1948,
18 that Riley Stoker knew that exposing
19 individuals to asbestos could cause
20 permanent or total disability, do you
21 believe that it was reasonable for a company
22 to not tell anyone about the dangers of
23 asbestos when they were specifying asbestos
24 products to be used?

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1 MR. ELLISTON: Objection, form.

2 A. I can't speak for anybody else.

3 Q. I want your personal opinion, sir.

4 MR. ELLISTON: Objection, form.

5 A. Many questions go through my mind. You
6 know, not having the background here, I
7 don't know what the case -- was Riley Stoker
8 in the place where he worked? I don't know.
9 Was Riley Stoker the cause of all this?

10 Q. Sir, on the strength of that paragraph alone
11 which you've read, what do you understand
12 about the nature of being exposed to
13 asbestos causing disease?

14 MR. ELLISTON: Objection, form.

15 A. Well, obviously he got sick.

16 Q. From breathing in asbestos?

17 MR. ELLISTON: Objection, form.

18 A. I don't know.

19 Q. Sir, look at that paragraph and tell me,
20 what was the final decision as to the cause
21 of Mr. Moreno's disease?

22 MR. ELLISTON: Objection, form.

23 A. Obviously somebody decided that, yes, he got
24 sick.

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1 Q. And what was the cause?

2 MR. ELLISTON: Objection, form.

3 A. Breathing dust.

4 Q. What kind of dust?

5 MR. ELLISTON: Objection, form.

6 Q. Let me ask it this way, Mr. Riddar: Is
7 there some confusion in that paragraph that
8 you are left with some impression that
9 asbestos didn't cause Mr. Moreno's
10 asbestosis?

11 A. I have no way of knowing.

12 Q. And I'm asking you, based solely upon that
13 document, on that paragraph which you have
14 looked at, what is your understanding of Mr.
15 Moreno's injury and cause?

16 MR. ELLISTON: Objection, form.
17 Rick, I've just made legal objections, which
18 you've shown him a document. He's read the
19 paragraph. He's here to testify about his
20 knowledge. He can tell you what this
21 document says, but I object to the
22 continuing badgering of the witness about
23 his understanding and his views about what
24 happened in a Workers' Comp claim back in

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1 the 1940s. He can tell you what the
2 document says and that's all. All of this
3 is objectionable.

4 Go ahead if you can remember the
5 question.

6 MR. NEMEROFF: And, Gary, we've
7 been -- I sat down despite my best attempts
8 not to, and I guess I'll let the record
9 reflect your barking of "Objection, form" as
10 a signal to the witness is as clear as the
11 nose on my face, as was that last objection
12 as to what this witness is going to do. And
13 I'm asking him his understanding of the
14 cause and effect on this document that Riley
15 Stoker had in its possession.

16 MR. ELLISTON: And since you want
17 to argue that point, I think the record is
18 clear that I have lived by the rules of
19 stating an objection to form when you ask
20 questions, and it's been perfectly
21 appropriate, and I think any Court can look
22 at that. But for you to show this witness a
23 document, have him read it, which is fine,
24 but then for you to ask him medical

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1 questions and ask him factual and opinion
2 questions about something that happened in
3 the 1940s is inappropriate. And I've tried
4 to make those observations, but you're
5 continuing to try to get admissions out of
6 him about a case that there's been no
7 showing he knows anything about. So you've
8 made your speech, I've made my speech, go
9 right ahead.

10 BY MR. NEMEROFF:

11 Q. Mr. Riddar, when you look at that paragraph,
12 when you read that paragraph, what
13 conclusions do you, Harold Riddar, draw from
14 that paragraph?

15 MR. ELLISTON: Objection, form.

16 Q. Do you understand what I'm saying? I mean,
17 here's the thing: I give you that document.
18 I said read that paragraph. Do you think
19 that Mr. Moreno tripped down a flight of
20 stairs? Do you think that aliens kidnapped
21 him? What do you get from that paragraph?

22 A. From the document he obviously had
23 asbestosis.

24 MR. NEMEROFF: I want to mark this

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1 as No. 7 and ask you to take a look at that.

2 (Document marked as Exhibit 7

3 for identification.)

4 (Witness reviews document.)

5 (Discussion off the record.)

6 Q. Have you had a chance to look at that, sir?

7 A. Yes.

8 Q. And Riddar No. 7, what is your understanding
9 of what Exhibit Riddar No. 7 is?

10 A. It's another case of asbestosis, Workmen's
11 Compensation claim.

12 Q. Against who?

13 A. Against Riley Stoker.

14 Q. And under the "Nature of disability" on the
15 second page of that document, what was the
16 nature of the claim?

17 A. I'm having problems pronouncing the first --

18 Q. Pneumoconiosis?

19 A. Right, asbestosis.

20 Q. And what is the date of this claim against
21 Riley Stoker for asbestosis?

22 A. Mailed January 22nd, 1957 is the only
23 date -- oh, received by Riley Stoker January
24 23rd, 1957.

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1 Q. Now, the stamp that's on top of that first
2 page where you said it's received in 1957,
3 is that a stamp you're familiar with from
4 your time at Riley Stoker?

5 A. That says "Riley Stoker" right there
6 (indicating).

7 Q. So this document, Riddar No. 7, as well as
8 Riddar No. 6, which has a similar stamp, you
9 understand that these were received by Riley
10 Stoker?

11 A. Yes, I do.

12 Q. And 1957 is four years after you began work
13 with Riley Stoker?

14 A. Yes.

15 Q. Did anyone at Riley Stoker tell you or
16 anyone, to your knowledge, that a claim for
17 asbestosis had been made against the company
18 in 1957?

19 A. I don't remember being told.

20 Q. If you had been told, that would have
21 predated your 1972 knowledge by about 14
22 years?

23 A. Yeah, but let me say this: At that time I
24 was -- between 1957 I was a draftsman, a

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1 lower grade draftsman. I was inexperienced,
2 and I was certainly not concerning myself
3 with Workmen's Compensation, so I had no way
4 of knowing.

5 Q. So in 1957, having just with been with the
6 company for a couple of years, you were
7 relying upon your managers and supervisors
8 to tell you the things that you would need
9 to know about health, safety and other
10 things; would that be a fair statement?

11 A. At that time I didn't see any reason for
12 being told anything except teach me how to
13 make a drawing.

14 Q. And if there was anything to know about
15 dangerous materials and the use of your
16 drawings or dangerous products that would be
17 specified, you would have relied upon your
18 supervisors and managers and people above
19 you to tell you what you needed to know at
20 that time? Would that be a fair statement?

21 A. Yes, but there was no need for me to know
22 anything about issues like that at the time.

23 Q. But so we're clear, if you were to learn
24 about the dangers of any of the materials

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1 that you were specifying, that would have
2 come from your higher-ups?

3 A. Yes, it would have.

4 Q. And in 1957 nobody from Riley Stoker told
5 you about the dangers of asbestos exposure?

6 A. Not that I can recall.

7 Q. And I want to show you what I'm going to
8 mark as Riddar No. 8 and ask you to take a
9 look at this document.

10 (Document marked as Exhibit 8
11 for identification.)

12 (Witness reviews document.)

13 Q. Can you identify for us what I've marked as
14 Riddar No. 8?

15 A. Yes. Accident control program, Lewis
16 Munger.

17 Q. And who is it to, and who is it from, if you
18 can tell?

19 A. It is to Michigan Mutual Liability Insurance
20 Company signed by P.A. Michaelian, safety
21 supervisor.

22 Q. Safety supervisor where?

23 A. Riley Stoker.

24 Q. And they're discussing the claim of Mr.

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1 Munger?

2 A. Yes.

3 Q. And do they discuss the asbestosis claim of
4 Mr. Munger?

5 A. Maybe I missed it here. I don't see it
6 here.

7 Q. Okay. Sir, after 1957 did Riley Stoker ever
8 issue any bulletin or memorandum or any
9 writing whatsoever informing people at Riley
10 Stoker that exposure to asbestos could cause
11 asbestosis?

12 A. I can't recall seeing any, but there may
13 have been other people that I'm not aware
14 of. I can't -- I speak only for myself.

15 Q. So after either the claim of Mr. Moreno or
16 Mr. Munger, Riley Stoker, to your knowledge,
17 never stopped or prohibited the use of
18 asbestos-containing materials in its
19 boilers?

20 A. Here again I can only speak for myself. I
21 don't know what went on within the company.
22 On my level I had no knowledge of any
23 asbestos claims.

24 Q. Well, my question is this: After either

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1 claim -- why don't we just do after 1957,
2 did Riley Stoker, to your knowledge -- let
3 me withdraw that.

4 After 1957, to your knowledge, did
5 Riley Stoker ever prohibit the use of
6 asbestos on any of its boilers?

7 A. Not that I know of.

8 Q. After 1957 did Riley Stoker ever issue any
9 warning along with its boilers about the
10 dangers of asbestos?

11 A. I don't know.

12 Q. And, to your knowledge, sir, after 1957 did
13 Riley Stoker take any steps to test any of
14 the insulation materials it was using?

15 A. I don't know.

16 MR. NEMEROFF: Here, can I have
17 that for one second?

18 MR. ELLISTON: Oh, I'm sorry.

19 (Hands document to Mr. Nemeroff.)

20 (Pause.)

21 Q. Sir, do you have an understanding that
22 someone who works with insulation is
23 oftentimes referred to as either an
24 insulator or an asbestos worker or a lagger?

1 Have you heard those terms?

2 A. Yes, I've referred to those terms, but I --
3 may I --

4 Q. Please explain.

5 A. A logger is not an insulator, he's a sheet
6 metal worker.

7 Q. Okay. Have you ever heard of asbestos
8 insulation referred to as lagging?

9 A. No.

10 Q. If I refer to an insulation worker as an
11 asbestos worker or if I said asbestos worker
12 as an insulation worker, would you
13 understand that those two terms are
14 interchangeable?

15 A. I would suppose so.

16 Q. So if a -- between 1953 and 1972 did you
17 have an understanding that insulation
18 workers worked with asbestos products?

19 A. No. I had the understanding that they
20 worked with insulation.

21 Q. Between 1953 and 1972 did you have an
22 understanding that asbestos workers worked
23 with insulation materials?

24 A. Yes.

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1 Q. So in the claim of Mr. Moreno which
2 discusses that -- in that paragraph that I
3 think it says he was an asbestos worker,
4 second line --

5 A. Yes.

6 Q. -- your understanding during the time that
7 you were employed by Riley Stoker, an
8 asbestos worker would be someone who worked
9 with insulation materials?

10 A. Yes, I would suppose so.

11 Q. Sir, has Riley Stoker ever consulted with
12 you when answering interrogatories served on
13 them by plaintiffs in asbestos litigation?

14 A. No.

15 MR. NEMEROFF: Sir, we've been
16 going for a while. Do you want to take a
17 break?

18 THE WITNESS: Sure.

19 (Recess taken.)

20 Q. Mr. Riddar, prior to today have you ever
21 seen the asbestosis claim of Mr. Moreno from
22 1948 against Riley Stoker?

23 A. No.

24 Q. Prior to today have you ever seen the claim

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1 of Mr. Munger in 1957 against Riley Stoker
2 for his asbestosis?

3 A. No.

4 Q. Sir, I want to show you the -- going back to
5 Riddar No. 6, the claim of Mr. Moreno from
6 1948, and I want to ask you to look at this
7 paragraph under "Award," and if you could
8 just read this to yourself, the highlighted
9 portion, I want to ask you a question about
10 that, where it starts off with "It is
11 ordered."

12 (Witness reviews document.)

13 Q. Have you had a chance to look at that
14 paragraph?

15 A. Yes.

16 Q. Okay. And if you could read it into the
17 record, please, under "It is ordered."

18 A. "It is ordered that Leko & Bosnyak; Great
19 American Indemnity Company, a corporation;
20 Tom Gogo and Steve Rodas, individuals, doing
21 business as Gogo & Rodas; Associated
22 Indemnity Corporation, a corporation; Major
23 E.R.K. Kaite, an individual doing business
24 as New Deal Manganese Mine; California

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1 Compensation Insurance Company, a
2 corporation; Rock Wool Insulation Company, a
3 corporation; (Coast Insulating Corporation);
4 Aetna Casualty & Surety Company, a
5 corporation; L.R. Peck," I believe it is,
6 "an individual; Manganese Incorporated, a
7 corporation; and Industrial Indemnity
8 Company, a corporation, be and they are
9 hereby dismissed and discharged herefrom."

10 Q. Do you see Riley Stoker's name on that list
11 of companies dismissed from Mr. Moreno's
12 asbestosis claim?

13 A. No, I don't.

14 Q. Would you be able to explain to us or to a
15 jury why it is that Riley Stoker swore under
16 oath that the suit was dismissed as to Riley
17 Stoker?

18 A. I don't know why.

19 Q. If Riley Stoker swore under oath that the
20 suit was dismissed as to them with respect
21 to Mr. Moreno's claim for asbestos, that
22 wouldn't be true, would it, based upon what
23 you've read?

24 MR. ELLISTON: Objection, form.

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1 A. Would you repeat that? I didn't quite
2 understand your question.

3 Q. Sure. If Riley Stoker -- if someone for
4 Riley Stoker swore under oath that Mr.
5 Moreno's claim for asbestosis was dismissed
6 as to Riley Stoker, that wouldn't be true
7 based upon what you read, would it?

8 MR. ELLISTON: Objection, form.

9 A. I have no idea what anybody swore at Riley
10 Stoker. I can't really answer that.

11 (Pause.)

12 Q. Do you know James S. Brantl, B-R-A-N-T-L?

13 A. Yes, I do.

14 Q. And who is he?

15 A. He's the attorney for Babcock Borsig Power.

16 Q. Who? I'm sorry.

17 A. Babcock Borsig Power.

18 Q. And who are they?

19 A. The present owner of the former Riley
20 Stoker.

21 Q. Mr. Riddar, when were you employed by Riley
22 Stoker, from when to when?

23 A. 1953 until 1989.

24 Q. And when did you enter into a contractual

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1 arrangement with Riley Stoker to do
2 additional work for them like you're doing
3 today?
4 A. Shortly after I retired.
5 Q. And do you get paid for your time?
6 A. Yes.
7 Q. What do you get paid?
8 A. What do I get paid?
9 Q. Yes, sir.
10 A. At the present time I get \$75 an hour.
11 Q. Have you thought about asking for a raise
12 after I'm done?
13 A. I think I better.
14 Q. Are you guaranteed an annual amount from
15 Riley Stoker?
16 A. No.
17 Q. Do you have any stock options or any stocks
18 at all with respect to Riley Stoker, its
19 parent or predecessor companies?
20 A. No, I don't.
21 Q. Would you consider yourself to have any
22 financial interest whatsoever in Riley
23 Stoker?
24 A. No, I don't.

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1 Q. Riley Stoker doesn't exist today anymore?

2 A. No.

3 Q. What exists today in its place?

4 A. Babcock Borsig Power.

5 Q. And for how long have they existed in place
6 of Riley Stoker?

7 A. I believe they came into the picture in the
8 year 2000.

9 Q. And what is your understanding of what
10 happened in the year 2000 that they came
11 into the picture?

12 A. They either merged or bought Deutche
13 Babcock -- Deutche Babcock Power.

14 Q. Would you be the person with the most
15 knowledge about the financial transaction
16 that took place?

17 A. No, I wouldn't.

18 Q. I'll spare you, then, asking too many
19 questions about that.

20 A. Thank you.

21 Q. Who would be the person -- if I wanted to
22 know the most about that transaction, who
23 would I talk to?

24 A. I don't know.

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1 Q. If you wanted to talk to somebody, who would
2 you call?

3 A. I have no reason to talk to anybody.

4 Q. Okay. Let's say Riley Stoker owed you a
5 whole lot of money and you had to find out
6 how to get it and you had to call somebody
7 to find out what happened in that
8 transaction. Who would you call?

9 A. Jim Brantl. He's the legal man.

10 Q. If I thought he would give testimony, I
11 would ask him questions.

12 Mr. Riddar, having looked at the
13 asbestosis claim by Mr. Moreno against Riley
14 Stoker in 1948 and having looked at the
15 asbestosis claim of Mr. Munger in 1957,
16 would you consider those two claims to be
17 notice that breathing in asbestos dust can
18 cause asbestosis?

19 MR. ELLISTON: Objection, form.

20 A. I'm not that familiar with the claim. I see
21 only what I read.

22 Q. Solely upon -- and, again, only based upon
23 the documents I've shown you, based upon
24 those two documents, would you from those

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1 documents have an understanding that
2 breathing in asbestos dust can cause
3 asbestosis, at least by 19 -- or at the
4 latest by 1957 with Mr. Munger's claim?

5 MR. ELLISTON: Objection, form.

6 A. That is what the document shows us.

7 Q. So if Riley Stoker stated that it became
8 aware of the association between asbestos
9 exposure and asbestosis after 1972, in light
10 of these two claims, would you consider that
11 statement to be false?

12 MR. ELLISTON: Objection, form.

13 A. No.

14 Q. How would you reconcile not knowing about
15 asbestos causing asbestosis until 1972 with
16 the claim from 1948 and the claim from 1957?

17 A. I was unaware of these documents, and I'm
18 sure that there were a lot of people that
19 were in the same boat in the engineering
20 department.

21 Q. Based on reading those two documents, if
22 asked as to the disease asbestosis, state
23 the date on which Riley Stoker first learned
24 that such disease was caused by inhalation

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1 of asbestos fibers, what would you say if I
2 asked you that question?

3 MR. ELLISTON: Objection, form.

4 A. I wouldn't know what to say.

5 Q. Would you say 1947 because of Mr. Moreno's
6 claim?

7 MR. ELLISTON: Objection, form.

8 A. Would you expand on that a little bit?

9 Q. Sure.

10 A. I'm not sure if I --

11 Q. I want you to assume that -- I want you to
12 assume that you've read these documents --
13 well, not assume. Withdraw that.

14 You've read the two claims that I put
15 in front of you from 1948 and 1957 for
16 asbestosis claims against Riley Stoker; is
17 that right?

18 A. Yes.

19 Q. Okay. If Riley Stoker, whoever at Riley
20 Stoker, the corporation, the entity Riley
21 Stoker, was asked as to the disease
22 asbestosis, state the date on which Riley
23 Stoker first learned that such disease was
24 caused by inhalation of asbestos fibers by a

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1 human, when would you tell Riley Stoker --
2 what date would you tell them to put down,
3 in light of these documents and what you
4 know?

5 MR. ELLISTON: Objection, form.

6 A. In light of the documents, we have to go
7 with the first document.

8 Q. Which is when?

9 A. 1948, was it?

10 Q. 1948; is that correct?

11 A. That's what it says.

12 Q. So you would tell Riley Stoker that they
13 should put down 1948 as the date on which
14 they first learned that asbestos can cause
15 asbestosis in humans --

16 MR. ELLISTON: Objection, form.

17 Q. -- based upon your reading of the documents?

18 MR. ELLISTON: Same objection,
19 form.

20 A. I wouldn't consider it my responsibility to
21 tell Riley Stoker. Obviously there was
22 other people above me that had to handle
23 that.

24 Q. You understand, sir, that you are here as

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1 Riley Stoker's corporate designee?

2 A. Yes.

3 Q. So I'm asking you, since you -- for my
4 purposes and for the purposes of all the
5 folks I represent, you are Riley Stoker. Do
6 you understand that?

7 MR. ELLISTON: I need to object to
8 form. He's designated on certain subjects.
9 Go ahead.

10 Q. Well, maybe we could do this, then: I'm
11 going to come back to this.

12 (Discussion off the record.)

13 Q. Mr. Riddar, what is your understanding as to
14 why you are here at this deposition today?

15 A. To take a deposition concerning the use of
16 asbestos.

17 Q. Okay. So your understanding is that you are
18 the person with knowledge about asbestos and
19 its use for Riley Stoker?

20 A. Some knowledge.

21 Q. Well, with that understanding in place,
22 based upon the documents that I've put in
23 front of you, would you agree with me that
24 you would tell Riley Stoker that the date

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1 that Riley Stoker should put down when
2 asked, when did you learn asbestosis could
3 be caused by inhalation of asbestos fibers
4 would be 1948, the date of the first
5 document I showed you?

6 A. Yes.

7 MR. ELLISTON: Objection, form.

8 A. Yes.

9 Q. Prior to 1972 -- or withdraw that.

10 At any point in time did Riley Stoker
11 ever warn its employees that were applying
12 asbestos insulation in the plants where they
13 were manufacturing boiler parts about the
14 potential health hazards of asbestos
15 insulation?

16 A. I don't know.

17 Q. Do you believe you have ever been exposed to
18 asbestos while employed by Riley Stoker?

19 A. Not that I know of.

20 Q. Riley Stoker supplied a service manual after
21 the sale of its boilers -- or along with the
22 sale of its boilers?

23 A. Yes.

24 Q. And do those service manuals still exist?

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1 A. I believe they do.

2 Q. For each boiler?

3 A. I can't attest to that. I don't know, but
4 there is -- there used to be a file. I have
5 not looked at it lately.

6 Q. And in a service manual would it talk about
7 replacement parts and things along those
8 lines?

9 A. Yes.

10 Q. And would it designate specific products
11 like we looked at on the engineering
12 standard for lightweight plastic
13 refractories, or would it be general?

14 A. I don't know. I can't be sure of that. I
15 haven't looked at any of those documents for
16 a long, long time.

17 Q. Where would those service manuals, if they
18 exist, be located?

19 A. They would be in the Worcester -- at one
20 time they were on the third floor in the --
21 third or fourth floor in the building that
22 we were in. Right now I don't know where
23 they are.

24 Q. To your knowledge, did a service manual at

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1 any point in time ever discuss the health
2 hazards of asbestos as known by Riley
3 Stoker?

4 A. I don't know.

5 Q. After 1972 when you and Riley -- well, let
6 me rephrase that.

7 Did you do anything different after
8 you first learned about the dangers of
9 asbestos with regards to specifying
10 insulation materials?

11 A. We specified it on -- our drawings that were
12 made in the engineering department were
13 specified the same way.

14 Q. So there were no changes?

15 A. What do you mean by "changes"?

16 Q. Well, you told me earlier that you learned
17 about the dangers of -- you personally
18 learned about the dangers of asbestos in the
19 1971/72 era right around that time from
20 OSHA. And I want to know did you, Harold
21 Riddar, do anything different with respect
22 to the specifications that you were drawing
23 for insulation materials on boilers?

24 A. The insulation was specified in the same

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1 manner, high temperature block,

2 intermediate, mineral wool.

3 Q. When did you come to learn or understand
4 that high temperature block had asbestos in
5 it?

6 A. Shortly after the OSHA regulations.

7 Q. Okay. So after you learned that the
8 materials that you were specifying for use
9 on the Riley Stoker boilers had asbestos in
10 it, did you do anything different?

11 A. Well, I personally didn't do anything
12 different.

13 Q. Did Riley Stoker as a corporation do
14 anything different after you learned that
15 asbestos was in the block material you were
16 specifying?

17 A. As I recall, on our purchase orders on any
18 material that was bought following that,
19 there was a statement attached to the
20 purchase order that the material was to
21 contain no asbestos whatsoever.

22 Q. And that was on the purchase orders that
23 Riley Stoker sent out to its vendors?

24 A. Yes.

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1 Q. And when did you say that -- when did that
2 start to take place?

3 A. I don't have an exact date, but I remember
4 seeing it.

5 Q. It was in the 1970s?

6 A. Yes, I believe so. I don't have an exact
7 date for you.

8 Q. Did Riley Stoker have a research department?

9 A. Yes.

10 Q. From 1953 to 1972?

11 A. No.

12 Q. When?

13 A. 1975.

14 Q. So prior to 1975 there was no research and
15 development department at Riley Stoker?

16 A. Not that I know of.

17 Q. Prior to 1972 had Riley Stoker done any
18 studies on the ability for asbestos dust to
19 be released from the asbestos-containing
20 gasket material that it was using?

21 A. I don't know.

22 Q. Prior to 1972 did Riley Stoker ever
23 undertake to do any tests on the asbestos-
24 containing packing material that it

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1 specified in use?

2 A. I don't know.

3 Q. Prior to 1972 did Riley Stoker ever test any
4 of the insulation material that you were
5 specifying for use on the Riley Stoker
6 boilers?

7 A. Not that I know of.

8 Q. Are you aware, sir, that Riley Stoker
9 advertised in a variety of magazines and
10 trade publications for its boilers?

11 A. Yes.

12 Q. I believe Power was one of them?

13 A. Yes.

14 (Discussion off the record.)

15 Q. And another one was Combustion Magazine?
16 Are you familiar with that?

17 A. I'm not familiar with that.

18 Q. Did you ever read anything in Power Magazine
19 about asbestos diseases or dust diseases in
20 general?

21 A. Not that I can recall.

22 Q. Do you know who Dr. Irving Selikoff was?

23 A. No.

24 Q. Can you say, sir, that Riley Stoker ever

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1 received or read or relied upon an article
2 entitled "Report on effects of asbestos dust
3 on the lung and dust suppression in the
4 asbestos industry" by Merrewether and Price?

5 A. I have no knowledge of that.

6 Q. Can you say, sir, that Riley Stoker ever
7 received, read or relied upon an article
8 entitled "The occurrence of pulmonary
9 fibrosis and other pulmonary afflictions in
10 asbestos workers" by Merrewether in 1930?

11 A. I don't know.

12 Q. Are you able to say, sir, whether or not
13 Riley Stoker ever received, read or relied
14 upon U.S. Public Health Bulletin No. 241
15 entitled "A study of asbestosis in the
16 asbestos textile industry from 1938."

17 A. I don't know. I've never heard of it.

18 Q. Are you able to tell us, sir, whether or not
19 Riley Stoker ever read, received or relied
20 upon a 1946 article entitled "Health survey
21 of pipe covering operations in constructing
22 naval vessels" from The Journal of
23 Industrial Hygiene and Toxicology by
24 Fleischer and Drinker?

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1 A. I don't know anything about it.

2 Q. Are you able to say, sir, whether or not
3 Riley Stoker ever received, read or relied
4 upon a 1955 publication entitled "Mortality
5 from lung cancer in asbestos workers" by Sir
6 Richard Doll?

7 A. I'm not able to comment on it.

8 Q. Are you able to say, sir, that Riley Stoker
9 ever received, read or relied upon a
10 publication entitled "Diffuse pleural
11 mesothelioma and asbestos exposure in a
12 northwestern Cape province" by Dr. Wagner,
13 W-A-G-N-E-R, and others from 1960?

14 A. I can't comment on that.

15 Q. Sir, are you able to tell this jury whether
16 or not Riley Stoker ever received, read or
17 relied upon a publication from 1963 entitled
18 "The occurrence of asbestosis among
19 insulation workers in the United States" by
20 Dr. Selikoff?

21 A. I'm not able to comment on that.

22 Q. Are you able to tell us, Mr. Riddar, whether
23 or not Riley Stoker ever received, read or
24 relied upon an article entitled "Occurrence

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1 of asbestosis among insulation workers in
2 the U.S." from 19 -- a 1965 article by Dr.
3 Selikoff?

4 A. I'm not able to comment on that.

5 Q. Do you know if anyone from Riley Stoker
6 attended a 1964 conference entitled "The
7 biological effects of asbestos" held in New
8 York City?

9 A. I have no knowledge of that.

10 Q. Did Riley Stoker ever have a medical
11 department?

12 A. Not to my knowledge.

13 Q. Did Riley Stoker ever have a company doctor?

14 A. Not that I know of.

15 Q. How about an infirmary?

16 A. No.

17 Q. Why did you read the OSHA requirements in
18 the 1970s concerning asbestos exposure, or
19 asbestos diseases?

20 A. The reason that led me to the OSHA
21 regulations, at the time we were working on
22 a breeching section of the boiler. We
23 needed an access, an access door. It was a
24 big section to reach the bottom, you needed

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1 a ladder to get in there, and my concern
2 was, was it safe to put a ladder inside a
3 gas duct that was exposed to corrosion? And
4 in looking for some guidance, since we had
5 none that I know of, I got ahold of the OSHA
6 regulations, and at that time I stumbled on
7 the asbestos questions.

8 Q. So your knowledge of the asbestos
9 regulations by OSHA came about as a result
10 of accidentally stumbling upon it in search
11 of an answer to a question about a ladder?

12 A. Yes, you could say that.

13 Q. When you read the OSHA regulations
14 pertaining to asbestos, what did you do
15 next?

16 A. I went back to my ladder.

17 Q. Did you tell anybody what you had read about
18 asbestos in the OSHA regulations?

19 A. I can't recall. As I recall, what I read at
20 that time, OSHA regulations did not say you
21 can't use asbestos.

22 Q. What was your understanding of the
23 regulations?

24 A. My understanding was that it was a caution,

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1 a caution to the use of asbestos.

2 Q. Do you recall in the regulations references
3 to the amount of asbestos dust that could be
4 in the air around workers?

5 A. I believe I scanned that, yes.

6 Q. Did you go back to Riley Stoker and say,
7 "Hold on, folks. We're using asbestos in
8 our plant. We've got to start testing the
9 air for asbestos dust"?

10 A. I didn't do that.

11 Q. Did anyone at Riley Stoker, to your
12 knowledge, start testing the air in the
13 manufacturing facilities where asbestos
14 products were being used to see how much
15 asbestos dust was in the air?

16 A. I don't know.

17 Q. Was there a safety department at Riley
18 Stoker while you were employed there?

19 A. Not that I know of. It was all office, you
20 know, where I worked. I can't attest to
21 what was in the field, construction sites.

22 Q. I'm talking just about Riley Stoker, either
23 in the manufacturing facilities or in the
24 office. Was there a safety department for

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1 Riley Stoker?

2 A. Not in Worcester, not that I know of.

3 Q. How about in Erie or Cornwall Heights or the
4 Southwest facility?

5 A. I don't know.

6 Q. When you were employed for Riley Stoker from
7 1953 to 1972, was it possible to design and
8 manufacture a boiler and not use asbestos-
9 containing products?

10 A. We did not specify -- if you're referring to
11 insulation, I'll repeat what I told you
12 before, that it was high temperature block,
13 intermediate temperature block, mineral
14 wool. That's the way it was specified.

15 Q. And where did the calcium silicate come into
16 play?

17 A. Pippings only.

18 Q. And did Riley Stoker specify the use of
19 calcium silicate on various points on the
20 boiler?

21 A. Yes. The high temperature sections, which
22 is super heater outlet.

23 Q. And during the time that you were specifying
24 the use of calcium silicate, would that have

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1 been during the 1953 to 1972 time period?

2 A. Yes.

3 Q. During that period of time, did you have an
4 understanding that calcium silicate was
5 asbestos-containing?

6 A. No, I didn't know.

7 Q. You, Harold Riddar, did not know?

8 A. (No verbal response.)

9 Q. Is that correct?

10 A. After 1972, yes.

11 Q. Okay. But prior to 1972?

12 A. I can't recall.

13 Q. Do you know whether or not anyone else at
14 Riley Stoker knew that the calcium silicate
15 that you had been specifying for use in the
16 boilers prior to 1972 was, in fact,
17 asbestos-containing?

18 A. I don't know.

19 MR. NEMEROFF: I want to mark as
20 Riddar No. 9 and Riddar No. 10 two
21 documents, one dated March 24th, 1972. That
22 will be No. 10. And one dated July 31st,
23 1972. We'll label that No. 9.

24 Q. Mr. Riddar, why don't you take a look at

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1 these for a minute.

2 (Document marked as Exhibits 9

3 and 10 for identification.)

4 (Witness reviews documents.)

5 Q. Sir, if you could take a look at Riddar

6 No. 10, and if you could read into the

7 record what the subject is.

8 A. "Occupational Safety & Health Act - 1970,

9 Use of Asbestos Products."

10 Q. And is it on a particular kind of

11 letterhead?

12 A. Riley Stoker Corporation, Worcester,

13 Massachusetts.

14 Q. And the date?

15 A. 3/24/72.

16 Q. And could you read the first sentence into

17 the record, please.

18 A. "We understand that there is a current

19 increase in activity to enforce OSHA

20 regulations reference: Curtailment of the

21 use of asbestos. I am not an expert on the

22 subject, but I" -- "but Paragraph 1910.93 of

23 Part 1910 of OSHA health standards defines

24 the inhalation exposure limits to asbestos

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1 fibers and this is causing recent concern to
2 insulation manufacturers, uses and
3 installers."

4 Q. Sir, who wrote that memo?

5 A. Sam Mencow.

6 Q. And who is he?

7 A. He was in the sales department.

8 Q. Had you discussed with him your reading of
9 the OSHA regulations before he wrote that
10 memo?

11 A. I can't recall.

12 Q. By this memo, sir, do you understand that
13 Riley Stoker was discussing the OSHA
14 regulations pertaining to asbestos?

15 A. Yes. Riley Stoker was concerned.

16 Q. The next highlighted paragraph, would you
17 please read that and the first sentence of
18 the next paragraph into the record.

19 A. "Many forms of insulation containing no
20 asbestos are available for use with our
21 equipment and the obvious reason for use of
22 such material wherever and whenever possible
23 is apparent."

24 Q. And the next sentence?

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1 A. "Calcium silicate insulation does contain
2 asbestos fiber. I believe this is factual
3 regardless of manufacturer or trade name.
4 Accordingly we feel that it's necessary to
5 discuss this consulting" -- "discuss this
6 with consulting engineers in your area to
7 insure they recognize the potential
8 violation of OSHA regulations if they safety
9 (sic) cal-sil insulation" --

10 Q. And this was written by somebody in sales?

11 A. Yeah.

12 -- "contract requirement. I don't
13 know what, if any, action we will take
14 reference: Current contracts including
15 cal-sil material but we probably will take
16 exception to including cal-sil on future
17 bids where such material is specified."

18 Q. So it's Mencow, is that his name?

19 A. Sam Mencow.

20 Q. M -- I'm terrible with names. Is it Mencow?

21 A. Uh-huh.

22 Q. Mr. Mencow in the sales department was
23 discussing calcium silicate as being
24 asbestos-containing; is that correct?

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1 A. Yes.

2 Q. And he underlines in the original that
3 "Calcium silicate insulation does," and he
4 underlines "does," "contain asbestos fiber.
5 I believe this is factual regardless of
6 manufacturer or trade name."

7 Sir, do you understand that to be a
8 true statement?

9 A. Yes.

10 Q. And is that something you understood to be
11 true back in 1972?

12 A. Yes.

13 Q. Did you have that same understanding that
14 calcium silicate does contain asbestos
15 regardless of trade name or manufacturer
16 throughout the 1960s?

17 A. No, I didn't know in the 1960s.

18 Q. If I understand this correctly, sir, Mr.
19 Mencow was talking about the OSHA
20 regulations pertaining to asbestos as it
21 would affect current contracts for Riley
22 Stoker boilers and calcium silicate; is that
23 correct?

24 A. Yes.

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1 Q. And by his letter they were going to
2 continue to sell the calcium silicate
3 according to the current contracts, but
4 would then take some steps in the future to
5 make some exceptions; is that right?

6 MR. ELLISTON: Objection, form.

7 A. We were under contract and built to
8 specifications, so it would be possible that
9 there was something in the hopper, and I
10 think that's what he's referring to where
11 the customers came in and specified calcium
12 silicate pipe insulation. And I think
13 that's what he's referring to.

14 Q. Is Mr. Mencow still alive?

15 A. No.

16 Q. When did he pass away?

17 A. I don't remember. Couple years ago perhaps.

18 Q. Did you find that someone in sales -- well,
19 let me rephrase that.

20 Had you seen this 1972 memo from the
21 sales folks prior to today?

22 A. No.

23 Q. If you had seen this in 1972, would you have
24 done something different with respect to the

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1 specifications in the drawings for boilers
2 that you were working on?

3 A. I don't think so, not in the engineering
4 department. But as I told you before, there
5 was an attachment to all our requisitions
6 that forbid the use of -- the note read that
7 the material first listed under this
8 purchase order shall contain no asbestos
9 whatsoever.

10 Q. And I'm going to show you this Riddar No.
11 9 -- I think we got those backwards, but
12 that's okay -- No. 9, and can you tell us,
13 what is the date of that document?

14 A. July 31st, 1972.

15 Q. And is it on Riley Stoker's stationery,
16 letterhead?

17 A. Yes, it is.

18 Q. And who signed it?

19 A. Sam Mencow, the same person.

20 Q. And there's a whole bunch of cc's at the
21 bottom.

22 A. Yes.

23 Q. Can you tell us who those folks were and
24 what departments they were in?

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1 A. Hicinbothem, I believe, was in the -- in
2 sales. George Parmakian was in engineering.
3 So was T. Walsh. W.H. Cross, he was in the
4 shop, I believe.

5 Q. Okay.

6 A. I can't be 100 percent sure. Hartwig was a
7 sales engineer, I believe. A.H. Schmidt was
8 an erector. R.U. Sheikh was in engineering
9 on management level, and so was D.A. East.
10 K.M. Crooks was our legal counsel at the
11 time. And Richardson and Sullivan both
12 worked in the purchasing department.

13 Q. Was it common in 1972 for the salespeople to
14 be doing the investigation on OSHA
15 regulations and then communicating it to the
16 rest of Riley Stoker?

17 A. The sales department prepared the bids.
18 They had to be concerned about customers'
19 specifications or the consultant engineers
20 that were employed by the customer.

21 Q. Now, the folks who were on that list who
22 were in engineering, were they your
23 supervisors, your equals, your subordinates?

24 A. They were all equal or better.

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1 Q. Did any of those gentlemen, and I believe it
2 was Mr. --

3 (Discussion off the record.)

4 Q. Mr. Harwit --

5 A. Hartwig.

6 Q. Hartwig was in engineering?

7 A. Sales engineer, I believe.

8 Q. And who was the other gentleman in
9 engineering with you?

10 A. Parmakian --

11 Q. Okay.

12 A. -- and Sheikh.

13 Q. Okay. What was Mr. Parmakian's position at
14 that time relative to yours?

15 A. 1972, probably chief engineer or vice
16 president. I can't recall. He was promoted
17 at some point, maybe later, to vice
18 president.

19 Q. How about Mr. Sheikh, is it?

20 A. Yes. He was vice president.

21 Q. Okay. Did either of these vice presidents
22 come talk to you about the asbestos
23 regulations, the OSHA regulations?

24 A. I can't recall.

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1 Q. Did they have a Riley Stoker meeting where
2 they said, "Hey, everybody, OSHA just came
3 out with this asbestos standard, and we need
4 to do something different from this point
5 forward"?

6 A. I can't recall any such meeting.

7 Q. You talked earlier that the specifications
8 for asbestos-containing products -- did you
9 say they came from the customer to Riley
10 Stoker?

11 A. Yes.

12 Q. So if -- as an example, let's say I wanted
13 to build a boiler.

14 A. Yes.

15 Q. I wanted you to build a boiler. And I say,
16 "Okay, Mr. Riddar. Design me a boiler for
17 my steam-generating plant in Texas." You
18 would design the boiler; is that right?

19 A. Yes.

20 Q. And then it would be up to me to tell you
21 how to insulate it?

22 A. You as the owner --

23 Q. Yes.

24 A. -- would employ a consultant engineer.

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1 Q. Okay.

2 A. A plant entails a lot of equipment other
3 than the boiler. The boiler is only part of
4 it.

5 Q. You've got the boiler --

6 A. The consultant engineer handles the whole
7 insulation, the steam turbines, the
8 generators, the what have you.

9 Q. Okay. What --

10 A. They would issue a set of specifications yea
11 thick (indicating).

12 Q. I guess indicating that's about three inches
13 thick?

14 A. Yes, sometimes. Maybe two or three
15 volumes --

16 Q. Okay.

17 A. -- of specifications. And they would
18 outline what they wanted in that boiler.

19 Q. Okay. And then what would Riley Stoker do?

20 A. They would give them that.

21 Q. Okay. The use of asbestos-containing
22 gaskets and packing, was that a decision
23 that Riley Stoker made, or is that a
24 decision that was made outside of Riley

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1 Stoker?

2 A. That was made at Riley Stoker.

3 Q. Okay. So we know that with respect to
4 asbestos-containing gaskets and packing,
5 that's something that Riley Stoker had
6 control over the decision making and made
7 those decisions?

8 A. Yes.

9 Q. With respect to the need for high
10 temperature block insulation, could you
11 think of any way to make a boiler or to draw
12 a boiler, design a boiler where it didn't
13 have high temperature block insulation?

14 A. Not that I know of.

15 Q. Okay. Can you think of any way for Riley
16 Stoker to have designed a boiler without the
17 need for intermediary (sic) block
18 insulation?

19 A. I suppose we could substitute high
20 temperature for intermediate.

21 Q. Either way you would have to have either
22 high temperature or intermediate temperature
23 block insulation?

24 A. Yes.

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1 Q. Okay.

2 A. Mineral wool, let's don't forget that.

3 Q. And I'm getting to that. And can you think
4 of any way to manufacture -- or to design a
5 boiler where you didn't use mineral wool?

6 A. No.

7 Q. How about the lightweight plastic
8 refractories; could you design a boiler
9 without having to use those?

10 A. Yes, and we sometimes did.

11 Q. Okay. Could you think of or could Riley
12 Stoker design a boiler that didn't require
13 somewhere on it calcium silicate pipe
14 covering?

15 A. Perhaps.

16 Q. How --

17 A. We didn't always choose calcium silicate.
18 There were other products like mineral wool
19 that was preformed. Pipe insulation's
20 pretty formal, comes in blocks. Wrap it
21 around the pipe, two halves.

22 Q. Kind of three feet long half moons if you
23 looked at them?

24 A. Exactly.

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1 Q. Okay.

2 A. And they could sometimes be mineral wool.

3 Q. Now, in the past you've testified that some
4 of the suppliers -- or the manufacturers of
5 insulation that were provided to Riley
6 Stoker included Philip Carey Corporation; is
7 that right?

8 A. We in the engineering department did not
9 make that selection.

10 Q. Okay. Go ahead.

11 A. If it was referred to, it would be "or
12 equal."

13 Q. Okay. Let me ask exactly the way it's been
14 asked in the past. Do you recall -- what
15 names do you recall of the insulation
16 manufacturers that provided asbestos-
17 containing insulation to Riley Stoker? Can
18 you give me that list?

19 A. I can't recall having a list. I'm sure that
20 in the purchasing department they probably
21 had such a list, but in the engineering
22 department -- I'm going to repeat this
23 again -- the way we specified the
24 insulation, it was high temperature block,

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1 intermediate temperature block, mineral
2 wool, and that's the way it left the
3 engineering department.

4 Q. Okay.

5 MR. NEMEROFF: Counsel, on Page 78
6 of his deposition of --

7 Q. On June 30th of 1995 you were asked a
8 question at Line 8 --

9 MR. ELLISTON: (Indicating).

10 Q. -- "QUESTION: What names do you recall of
11 the insulation manufacturers that provided
12 asbestos-containing insulation to Riley
13 Stoker?" And your answer was:

14 "Philip Carey, Forty-Eight
15 Insulation, Incorporated, Johns Manville,
16 Eagle-Picher. There may have been others
17 that I can't recall right now."

18 Did I read that right?

19 A. Yes.

20 Q. Okay. When these manufacturers of asbestos-
21 containing insulation sold materials to
22 Riley Stoker, what did Riley Stoker do with
23 them, if you know?

24 A. Do with what?

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1 Q. Well, when these manufacturers of asbestos-
2 containing insulation sold their asbestos-
3 containing insulation to Riley Stoker, what
4 did Riley Stoker do with it?

5 A. Well, Riley Stoker applied the insulation
6 after it was received in the field.

7 Q. Okay. So Riley Stoker would actually engage
8 in the application of the insulation
9 materials in the field?

10 A. Not always.

11 Q. Sometimes?

12 A. Sometimes. Sometimes the insulation was
13 sublet. Sometimes we would make what we
14 called a takeoff.

15 Q. What does that mean?

16 A. We would take the quantities required to
17 insulate the boiler, and if there was a
18 subcontractor, that information was passed
19 on to the subcontractor so he knew how much
20 to go out and buy.

21 Q. So you would say, "Buy X amount of Johns
22 Mansville, X amount of Philip Carey"?

23 A. No, no, no, no, no. I knew of those in my
24 deposition here. I have heard of those

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1 manufacturers.

2 Q. Okay.

3 A. But I'm not saying that we specified that on
4 our engineering drawings.

5 Q. Okay. We're going to get to that in a
6 second, because I think, if I'm clear, your
7 engineering drawings would be silent as to
8 the manufacturer of the insulation material?

9 A. Exactly.

10 Q. You would just specify insulation for use at
11 this temperature setting with these
12 parameters, and you would leave it at that?

13 A. Yes.

14 Q. Would the engineering department or would --
15 let me withdraw that.

16 Would Riley Stoker get involved in
17 specifying, as it did with respect to the
18 lightweight castables we looked at, the
19 actual specific brand name or manufacturer
20 name of the -- for the insulation that you
21 were specifying?

22 A. No. No. They had a choice, you know, like
23 I told you before. You know, we had a
24 suppliers' list, but the supplier was picked

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1 by the purchasing department.

2 Q. So that wasn't engineering, that was
3 purchasing at Riley Stoker that did that?

4 A. Yes, so they could pick the supplier.

5 Q. Okay. Maybe that's where I've been confused
6 by this. When I say you, Harold Riddar in
7 engineering, you didn't care which supplier
8 supplied the insulation that you specified,
9 did you?

10 A. That's right.

11 Q. The purchasing department for Riley Stoker
12 cared because they had the list of potential
13 suppliers for the insulation material?

14 A. Exactly.

15 Q. Okay. And then the purchasing department at
16 Riley Stoker would purchase the insulation
17 materials that would then be applied?

18 A. Yes.

19 Q. Okay. And I'm going to show you what I'm
20 going to mark as Riddar No. 11, and it's a,
21 I'm sorry, December 2nd, 1964, an
22 Eagle-Picher Company document. And I'm
23 going to ask you to take a look at that. I
24 want to talk with you about that.

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1 (Document marked as Exhibit 11
2 for identification.)

3 (Witness reviews document.)

4 Q. Okay. In looking at this exhibit, on The
5 Eagle-Picher Company, I guess it's a back
6 order shipping order, this document reflects
7 some sales of Eagle-Picher SuperTemp block
8 to Riley Stoker; is that correct?

9 A. Yes.

10 Q. Okay. Engineering would have no -- or let
11 me rephrase that.

12 Would engineering be involved in
13 generating the purchase order to buy from
14 Eagle-Picher?

15 A. No.

16 Q. Okay. The purchasing department would be
17 involved?

18 A. Yes.

19 Q. Do you know how the purchasing order (sic)
20 made their list of suppliers and
21 manufacturers from which they would make
22 their purchases?

23 A. No, I have no idea.

24 Q. If you wanted to know that, how did the

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1 purchasing department come up with their
2 list of folks and companies to buy their
3 asbestos products from, who would we talk to
4 if not you?

5 A. Today I don't know. I haven't worked there
6 for the last -- since 1989, a good 12 years.

7 Q. Who was at Riley Stoker in the purchasing
8 department during the 1950s and '60s and
9 through the early 1970s that you think we
10 can talk to?

11 A. I can't recall. That's a long time ago.

12 Q. Would Norman Sarkisian know?

13 A. No.

14 Q. Who's he?

15 A. He's an employee of Babcock Borsig Power
16 today, and he worked previously with Riley
17 Stoker.

18 Q. Do you know what his position was at Riley
19 Stoker?

20 A. I believe he's in charge of the records
21 department and reproductions.

22 Q. Who was Pitman Owens?

23 A. I have no idea.

24 Q. How about Harvey Ivy?

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- 1 A. I don't know.
- 2 Q. Clint Shattuck?
- 3 A. Don't know.
- 4 Q. James Douglas Rogers?
- 5 A. Don't know.
- 6 Q. We talked about Norman Sarkisian. How about
- 7 Jason Armour, A-R-M-O-U-R?
- 8 A. Don't know.
- 9 Q. Royal Bassett?
- 10 A. Don't know.
- 11 Q. Arthur Blackburn?
- 12 A. Don't know.
- 13 Q. Ollison Craig?
- 14 A. Don't know.
- 15 Q. Fred H. Daniels?
- 16 A. Yes.
- 17 Q. Who's Mr. Daniels?
- 18 A. He was the -- one of the founders of the
- 19 company.
- 20 Q. Founders of the old Riley Stoker?
- 21 A. Riley Stoker --
- 22 Q. Okay.
- 23 A. -- Incorporated.
- 24 Q. How about Arthur T. Hunter?

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1 A. No.

2 Q. John Hunter?

3 A. Don't know.

4 Q. Kenneth E. Pote, or Potay or Potee?

5 A. Don't know. Never heard of him.

6 Q. Robert L. Sauer, S-A-U-E-R?

7 A. Don't know.

8 Q. Otis Sheldon?

9 A. Don't know.

10 Q. A Mr. Bray, B-R-A-Y?

11 A. Bray I seem to recall was a president of

12 Riley Stoker at one time.

13 Q. How about Mr. Griffith?

14 A. Yes, he was one of the founders of the

15 company. Are you talking about Robert

16 Griffith or senior Griffith?

17 Q. Are there two different folks?

18 A. Yes.

19 Q. Who are the two different people?

20 A. Well, old man Griffith we called him was one

21 of the founders, and Robert Griffith was his

22 son.

23 Q. I assume old man Griffith is not alive

24 still?

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1 A. No, he's not.

2 Q. He was probably old man Griffith back in the

3 '50s?

4 A. Yes.

5 Q. Is his son still alive today?

6 A. I don't know.

7 Q. And what's his son's name?

8 A. Robert.

9 Q. A Mr. Daniels?

10 A. Yes.

11 Q. Who's --

12 A. Didn't you mention that before?

13 Q. I might have.

14 A. Fred Daniels?

15 Q. Yes.

16 (Discussion off the record.)

17 Q. Mr. Acari, A-C-A-R-I?

18 A. He worked at Riley Stoker at one time.

19 (Discussion off the record.)

20 Q. Mr. Davy, D-A-V-Y?

21 A. Yes.

22 Q. Who's he?

23 A. He was the erector -- an erector and in

24 charge of the erection department.

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- 1 Q. Alex Schmidt?
- 2 A. Yes.
- 3 Q. Who is he?
- 4 A. He was an erector and in charge of the
- 5 department, erection department,
- 6 construction department.
- 7 Q. How about Steve Samuel?
- 8 A. He was also in charge of the construction
- 9 department at one time.
- 10 Q. Al Reed? Do you know Al Reed, R-E-E-D?
- 11 A. Yes.
- 12 Q. Who's Mr. Reed?
- 13 A. He was a valve expert.
- 14 Q. Valve expert?
- 15 A. Yeah.
- 16 Q. Is he still around?
- 17 A. He's the only Reed that I know.
- 18 Q. How about Ed McDonough?
- 19 A. Yes. He was in the purchasing department.
- 20 Q. Is he still alive, Mr. McDonough?
- 21 A. I think he is.
- 22 Q. Do you know where we might be able to find
- 23 him?
- 24 A. The last I heard of him, he was down in

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1 Florida.

2 Q. Good for him.

3 East Coast, West Coast, middle?

4 A. I have no idea.

5 Q. How about F. Castillo?

6 A. Castillo?

7 Q. Yeah, Castillo.

8 A. He was an engineer in Riley Stoker.

9 Q. And depending upon which part of the country
10 you're in, it depends how you pronounce that
11 last name.

12 A. Well, that's the way we pronounced it at
13 Riley, so I may be wrong.

14 Q. And up here I would say you're 100 percent
15 right. That wouldn't pass muster in South
16 Texas, though.

17 Okay. Let's talk about the erection
18 people, Mr. Davy, Mr. Smith and Mr. Samuel.
19 Is Mr. Davy still alive?

20 A. I don't know.

21 Q. How about Alex --

22 A. It doesn't look like it would be possible,
23 but then, again, you don't know.

24 Q. How about Alex Schmidt?

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1 A. Yes.

2 Q. Do you know when he was with Riley?

3 A. I don't have the exact dates, but he
4 followed Mr. Davy as the man in charge of
5 the construction division.

6 Q. How about Steve Samuel?

7 A. He came after Alex Schmidt.

8 Q. What department did Al Reed, the valve
9 expert, work in?

10 A. Engineering department.

11 Q. Now, I understand that the erection
12 department was sort of a -- they went out
13 and erected the boilers themselves for Riley
14 Stoker; is that correct?

15 A. Yes, they were in charge of construction.

16 Q. Would that include hiring out insulation
17 subs and all the other subcontractors that
18 needed to be used on a boiler erection?

19 A. Yes.

20 Q. Would they be involved in the -- with the
21 purchasing department in determining which
22 specific insulations would be purchased for
23 use on a boiler?

24 A. Yes.

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1 Q. Did you visit with the customers, you,
2 yourself, visit with the customers to -- as
3 part of your process of designing and
4 drawing a boiler?

5 A. No, I never visited with the customer.

6 Q. What was the highest position that you
7 attained at Riley Stoker?

8 A. Chief draftsman.

9 Q. And that was within the engineering
10 department?

11 A. Yes.

12 Q. And what other groups were within the
13 engineering department besides the
14 draftsmen?

15 A. Well, there was requisitioning, and there
16 was what we call -- I should have -- I don't
17 know if we had a name for them, but they
18 work in certain areas, you know, like where
19 we purchased the equipment like air heaters,
20 soap blowers, fans, back --

21 Q. So --

22 THE REPORTER: I'm sorry?

23 A. Yeah, they were like specialists. I believe
24 we called them specialists.

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1 MR. NEMEROFF: I referred to them
2 as heavy equipment. He's referring to them
3 as specialists.

4 Q. Okay.

5 A. So we had a group of those people.

6 Q. Were you ever the head of the engineering
7 department?

8 A. I was head of the design graphics
9 department. I was manager of the design
10 graphics department.

11 MR. ELLISTON: Rick, let me
12 interject. For us Texans it's 10 after
13 12:00, but for these eastern people it's 10
14 after 1:00, and let's take a lunch break.

15 MR. NEMEROFF: You got it.

16 (Lunch recess taken.)

17

18

19

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1 AFTERNOON SESSION

2

3 (HAROLD Z. RIDDAR, Resumed)

4 DIRECT EXAMINATION, Continued

5

6 BY MR. NEMEROFF:

7 Q. Mr. Riddar, let's go over some beginning
8 stuff. I want to show you what I've already
9 marked as Plaintiffs' Exhibits 1, 2 and 3
10 and ask you to take a look at those.

11 (Witness reviews document.)

12 A. Misspelled my name.

13 Q. You're free to leave now, sir. We
14 apparently have been talking to the wrong
15 person for the past --

16 A. You're speaking to the wrong guy.

17 Q. I wouldn't disagree with that.

18 A. You want me to read all these?

19 Q. No. They're, I will represent,
20 substantially similar to one another. Have
21 you ever seen the subpoena duces tecum or
22 the document requests that were served for
23 this deposition to take place -- prior to
24 this deposition taking place?

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1 A. Yes.

2 Q. And I'm also going to attach as Exhibit --
3 as Riddar 4 a written order from Special
4 Master Kelton and ask you if you have seen
5 this written document.

6 (Witness reviews document.)

7 A. I don't remember seeing this.

8 Q. Okay. Have you brought documents responsive
9 to the request for documents on those lists,
10 on 1, 2 and 3?

11 A. I have brought the documents that you have
12 in front of you.

13 Q. Okay. Why don't you tell us on the record
14 what it is you have brought and why.

15 A. The arrangement drawings and some -- a
16 typical insulation drawing there,
17 arrangement drawings of boilers.

18 Q. Okay.

19 MR. NEMEROFF: And what number are
20 we up to?

21 MR. PANATIER: 12.

22 MR. NEMEROFF: 12, okay.

23 Q. I have three sets of drawings; is that
24 correct? And the reason I say three is

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1 because I have three binder clips.

2 A. I can't tell without looking at it. I don't
3 know just exactly what we have there.

4 Q. I want to mark them as something, and I just
5 want to know how to go about marking them,
6 so -- and if you've got some notes that go
7 along with them, we'll just mark the notes
8 as well so that will help us follow along.

9 A. This, what we have here, the first two
10 drawings, are Contract No. 80014, and that's
11 an insulation. This one (indicating)
12 doesn't belong in that set. Sorry.

13 And also Contract 80011, a tile and
14 refractory drawing. And also the applied
15 insulation drawing. These drawings that are
16 clipped together pertains to the boiler, in
17 Texas what we call the RX boilers.

18 The next set that we're looking at is
19 the package boilers.

20 Q. Package?

21 A. Package.

22 Q. Thank you.

23 A. For Southwestern Oil & Refining Company.

24 Q. Okay.

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1 A. And the next drawing that we have here is
2 what we call an RX boiler for Great Southern
3 Chemical Corporation, Corpus Christi, Texas.

4 Q. Is that a package boiler as well?

5 A. No, it's not. It's a field-erected boiler.

6 And the contract number there is 2136.

7 They're two drawings.

8 Q. Okay.

9 A. Then we have drawings of an MH boiler for
10 Suntide Refining Company, Viola, Texas.

11 There are three drawings.

12 Then we have a field-erected boiler
13 for Carbide & Carbon Chemical
14 Corporation -- Company, Seadrift, Texas.

15 Q. That's it?

16 A. Yeah. This is the same boiler, just larger
17 drawing.

18 Q. Okay. Why did you bring these?

19 A. I brought them after a discussion with the
20 attorneys here at Cetrulo & Capone.

21 Q. Without going too much into the substance,
22 why these? I might as well just ask and get
23 it out there. Were you told to look for
24 specific types of boilers or something?

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1 A. No. I was looking for boilers at Borger,
2 Texas.

3 Q. That word, I'm sorry?

4 A. Borger, Texas. Borger, Texas.

5 Q. I'm sorry, what?

6 MR. PANATIER: Borger.

7 MR. NEMEROFF: Borger, okay.

8 A. I was told that's the way it's pronounced in
9 Texas.

10 MR. ELLISTON: He wouldn't know.

11 Q. I've gotten my northeastern ear back in 24
12 hours depending where I am.

13 What specifically were you told to
14 look for in producing these documents? Were
15 you given a list? Were you given -- I'm
16 just trying to figure out how we got from me
17 serving a subpoena on the lawyers to get to
18 you that I wind up with these in front of
19 me.

20 A. Well, in discussion, like I said, with the
21 attorneys here, we had some information --
22 or they had some information as to what we
23 were going to be talking about today. And
24 based on that, I got these drawings out.

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1 Q. Okay. And they're labeled "Sullivan,"
2 "Clanton" and "Lewis," and unfortunately I
3 wrote No. 13 on Lewis, but they came without
4 that on there.

5 A. Yes.

6 Q. Never saw that. Go away.

7 What does Sullivan, Lewis and Clanton
8 mean to you?

9 A. They're plaintiffs.

10 Q. Okay. Is this your handwriting on these
11 (indicating)? Did you write these Post-Its?

12 A. These Post-Its?

13 Q. Yes.

14 A. No.

15 Q. Okay. Who did?

16 A. I have no idea.

17 Q. Where did these drawings come from?

18 A. Drawing files, microfilm files.

19 Q. And located where?

20 A. In Worcester.

21 Q. And my understanding is that there is a
22 drawing for every single solitary boiler
23 ever manufactured, made and sold by Riley
24 Stoker there; is that correct?

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1 A. I can't swear to that, but I hope there is.

2 Q. How big is that storage facility for the

3 documents, the microfiche and stuff?

4 A. The room itself?

5 Q. Yes.

6 A. 40 by 40 perhaps.

7 Q. Would you be --

8 A. But we have another storage facility that is

9 on the premises at the office.

10 Q. That holds other drawings and microfiche and

11 things like that?

12 A. Yes -- no, not microfiche, not microfilm,

13 but drawings.

14 Q. So those kind of architectural drawings

15 where you put them out --

16 A. Yes.

17 Q. -- and they've got the flat...

18 A. Yes.

19 Q. Mr. Riddar, if I were to hand you one of

20 these drawings and ask you to tell me how an

21 individual would be exposed to asbestos from

22 the boiler on the picture, would you be able

23 to do that?

24 A. Yes.

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1 Q. How would you know that?

2 A. After?

3 Q. No, no, no.

4 A. After the facts? They were in the
5 insulation.

6 Q. Let me break it down. If I hand you, I
7 guess this would be -- this is a type MH
8 boiler --

9 A. Yes.

10 Q. -- for Southwestern Oil & Refining Company
11 in Corpus Christi, Texas. Is this a field-
12 erected boiler or a package boiler?

13 A. It's a package boiler.

14 Q. Okay. Would you be able to show me where
15 all the asbestos would be on this boiler?
16 Is it possible to do that?

17 A. I can show you where the insulation is.

18 Q. Okay. But my question is, can you tell me
19 where the asbestos is on this boiler? Where
20 would asbestos be on this boiler?

21 A. I can show you where the insulation is. I
22 don't think you will find any reference to
23 asbestos on that drawing, but you will find
24 a reference to insulation.

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1 Q. Would I be correct, then, in saying that
2 where I see the word "insulation," I can say
3 that would be asbestos insulation?

4 MR. ELLISTON: Objection, form.

5 A. I didn't say that.

6 Q. All I'm asking, would I be right if I said
7 that?

8 A. I can't tell you that.

9 Q. Okay. So would --

10 A. I haven't looked at the drawings yet.

11 Q. Okay. I thought you had. That's why I was
12 asking the question. I'm going to hand you
13 what's marked as Clanton -- well, we'll mark
14 it as No. --

15 MR. NEMEROFF: Let's do this: The
16 Lewis group is 13. The Sullivan group is
17 14. The Clanton group is 15. That's how
18 we're going to do the numbers. So 13, 14,
19 15.

20 Q. Looking at No. 15, the top drawings, I'm
21 going to hand you some red flags. Could you
22 just put a little red flag where you would
23 find asbestos?

24 A. I will --

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1 Q. You can just pull it out. It's just the
2 first one.

3 A. I will tell you where you can find
4 insulation. (Witness complies.)
5 Overlapping things here.

6 Q. You can put that over here.

7 A. May I move this?

8 Q. I haven't figured out where that came from,
9 but we'll just leave it there for now.

10 A. Now, there are areas here that I can't show
11 you.

12 Q. What do you mean there are areas here that
13 you can't show me?

14 A. Well, there may be a couple of handholds,
15 and then we have areas, gaskets (putting
16 stickies on drawings).

17 This (indicating) is the cross-section
18 of the boiler, and this is the outside of
19 the boiler with the outside covering on it.

20 Q. Now, the packaged boilers come completely
21 encased, ready to go and just be hooked up
22 on-site; is that correct?

23 A. Exactly.

24 Q. All the insulation is applied, be it

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1 asbestos or non-asbestos, at a Riley
2 facility before it leaves that facility so
3 when it gets to the site, you just hook in
4 pipes and light it up?

5 A. Yeah.

6 Q. That's a pretty basic --

7 A. Yes, that is the...

8 Q. Okay. Is it contemplated that there are
9 going to have to be pipes attached to the
10 packaged boiler? I mean, do you leave
11 flanges exposed?

12 A. It would be contemplated the boiler would
13 have to be fed, you know, feed water, but
14 Riley Stoker did not furnish, as the name
15 implied, a package.

16 Q. So they would send it to a facility or job
17 site, and your responsibility in erecting
18 the boiler ended once it hit the road from
19 the Riley manufacturing facility?

20 A. I believe that Riley paid the freight.

21 Q. Did Riley ever send its erection crews out
22 to help set up the package boilers?

23 A. Not generally.

24 Q. Were there instructions that came along with

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1 the package boiler?

2 A. I don't know.

3 Q. Did you ever prepare instructions on how to
4 set up and operate a package boiler?

5 A. No.

6 Q. Do you know how to run a boiler?

7 A. No.

8 Q. You know how to build them, not run them?

9 A. Right.

10 Q. Okay. How about maintaining a boiler; are
11 you familiar with how to maintain a boiler?

12 A. No.

13 Q. Okay. So when we're looking at this package
14 boiler, where you've put the red strips --
15 and I see a number of them there -- what
16 types of insulation are you saying were on
17 those package boilers? Just give me the
18 full list, and we'll go back to the...

19 A. Well, you can read it off the notes that are
20 on here. Say on the side walls, for
21 instance, we had two layers of asbestos
22 millboard, staggered joints, two inches of
23 Spintex No. 415 compressed to one and
24 three-quarters followed by 10-gauge welded

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1 casing.

2 Q. Okay.

3 A. Now, that was pretty much through all of the
4 walls in that -- in the boiler.

5 Q. Now, when we talked earlier -- and I'm sorry
6 I'm leaning so close, but I'm trying to read
7 upside down -- you had told me that the
8 insulation would just be generic, and it
9 would just say "Insulation," but when we're
10 looking at this particular package boiler,
11 it says "Two layers, 4" -- is that foot or
12 4-inch? 4-inch? -- something, "4,"
13 something, ASB." --

14 A. "Millboard."

15 Q. -- "millboard," closed quote. Now, here's a
16 specific specification for asbestos on one
17 of the drawings.

18 A. Yes.

19 Q. Can you reconcile for me how it is that --
20 withdraw that.

21 Why did you say asbestos millboard on
22 that?

23 A. Because that was the first layer of
24 insulation that they put on.

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1 Q. Well, were there other types -- well,
2 withdraw that.

3 What I'm trying to figure out is up
4 till now you've just been saying insulation,
5 and you didn't know if it was asbestos or
6 not, and you made no distinction between
7 asbestos and non-asbestos, but here we have
8 a distinct specification on a drawing that
9 says "Asbestos" on it, and I'm trying to
10 figure out why.

11 A. I neglected -- previously neglected to tell
12 you that I was speaking to the field-erected
13 boilers like the drawing that you have in
14 front of you.

15 Q. So on package boiler specifications, you
16 would because you were both manufacturer as
17 well as the -- you were doing the whole
18 thing from soup to nuts? You would specify
19 even the types of materials that had to be
20 used on it?

21 A. These boilers were manufactured in Erie,
22 Pennsylvania. I never worked there.

23 Q. Okay. Did you ever draw or design a package
24 boiler?

1 A. No.

2 Q. In all of your career at Riley Stoker, were
3 you only involved in the design drawing of
4 field-erected boilers?

5 A. We did -- after the purchase of Union Iron
6 Works, we processed some of these boilers
7 through the Riley Stoker office in
8 Worcester.

9 Q. What does that mean?

10 A. But I was -- well, this type of boiler is
11 pretty much standardized. There's not a
12 great deal of engineering to it. It was
13 sort of a run-of-the-mill type of boiler. I
14 personally have never drawn or made a
15 drawing pertaining to an MH boiler.

16 Q. MH means package?

17 A. Yes.

18 Q. Okay. So when it comes to a package boiler,
19 and we go to the first page, and it says --
20 you've indicated where the red strips are we
21 have the asbestos millboard?

22 A. Uh-huh.

23 Q. And then what other insulation do we have?

24 A. We had what they called Spintex.

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1 Q. What is Spintex?

2 A. I have no idea.

3 Q. Okay. Is it an insulation material?

4 A. Yes, I believe it is.

5 Q. Is it asbestos-containing?

6 A. I don't know.

7 Q. What other insulation materials do we have
8 on here?

9 A. We have the -- let me look at this drawing
10 here where I can read it. There was no
11 other insulating materials that I can see on
12 this drawing.

13 Q. No gaskets? No, but you --

14 A. Gaskets were not an insulating material.

15 (Discussion off the record.)

16 Q. How about asbestos on the boiler; can you
17 tell me where asbestos would be on the
18 boiler besides the asbestos millboard?

19 A. There was none other.

20 Q. No gaskets?

21 A. Oh, that was not an insulating material. We
22 had gaskets on the boiler.

23 Q. How about asbestos materials besides the
24 asbestos millboard; what other asbestos

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1 materials were used on a package boiler?

2 A. None that I know of.

3 Q. Okay. Let me make sure that we're clear on
4 this. Aside from asbestos millboard, did
5 you use asbestos gaskets on a package
6 boiler?

7 A. Yes.

8 Q. Did you use asbestos packing on a package
9 boiler?

10 A. I really don't know.

11 Q. Asbestos rope?

12 A. Yes.

13 Q. Any asbestos firebrick?

14 A. I never heard of asbestos firebrick.

15 Q. How about asbestos refractory products?

16 A. I never heard of asbestos refractory.

17 Q. Asbestos refractory cements?

18 A. I've heard of cement. There was refractory
19 used on this boiler at the bottom in the
20 furnace.

21 Q. Do you know whether it was asbestos or not?

22 A. No, I don't.

23 Q. How would we find out if it was or wasn't?

24 A. I don't know.

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1 Q. Would purchasing be able to tell us?
2 A. I don't think so.
3 Q. Who put the boiler together?
4 A. The shop, Erie shop.
5 Q. What bought the refractory material to put
6 into the package boiler?
7 A. Erie purchasing.
8 Q. So if I wanted to know what went into the
9 refractory products or what refractory
10 products were used on a package boiler, I
11 would have to go to Erie to find this out?
12 A. Yes.
13 Q. It's cold there right now, isn't it?
14 A. (No verbal response.)
15 Q. Yeah.
16 A. The lake is frozen, too.
17 Q. Do you know anything about the records
18 pertaining to package boilers at Erie?
19 A. No.
20 Q. Is the Erie shop still around?
21 A. Oh, yes, yes. They -- let me say this: The
22 records that they had were sent to
23 Worcester, so some of the records are in
24 Worcester. These drawings came out of

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1 Worcester.

2 Q. Okay. But the orders for the refractories
3 that would be put into a package boiler,
4 where would we find those to find out what
5 specific refractories?

6 A. Before the purchase of Union Iron Works by
7 Riley Stoker, those records were in Erie.
8 After the purchase, they are in Worcester.

9 Q. And when did Riley buy Union Iron Works?
10 Would that be 1960?

11 A. '60, uh-huh.

12 Q. Okay. When it comes to the package boilers,
13 could there have been asbestos in the
14 insulation that was used on the boiler
15 without the word "asbestos" appearing on the
16 drawing in front of you?

17 A. The drawing refers to Spintex 415, No. 415,
18 I believe. I have no experience with
19 Spintex 415. I'll tell you I don't know
20 what it contains.

21 Q. Well, where the word "Insulation" appears on
22 a package boiler, are you able to say
23 definitively yes or no that that insulation
24 was asbestos or non-asbestos?

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1 A. No, I can't do that.

2 Q. Okay. How would we -- and we would have to
3 determine that by looking at the records
4 from the manufacturer of those boilers?

5 A. We would -- if I was to look for that, I
6 would have to go back to the supplier of
7 Spintex because only they would know what
8 was in the insulation.

9 Q. Are there any other places where it just
10 says insula -- well, let me just take a
11 look. When it says "Loose packing," do you
12 know what that is?

13 A. That would be used in an area, you know,
14 where you have an irregular surface, and it
15 could be the same material, you know, that's
16 sort of loosened up and packed into that
17 area.

18 Q. Like cement mixed up or --

19 A. No, no.

20 Q. -- like rope packing that would be --

21 A. No. It would be the Spintex. If I was to
22 do it, I would take a batch of Spintex, and
23 that obviously is sort of soft consistency,
24 because it tells you it's compressible.

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1 Q. Where this says "JM No. 23 brick," do you
2 know what that is?

3 A. JM I would think refers to Johns Manville.

4 Q. Okay.

5 A. I'm not familiar with the brick.

6 Q. Okay. And where it says "Castable
7 refractory," you don't know who made that?

8 A. No, I have no idea.

9 Q. And it says "A.P. Green Kast-Set," K-A-S-T,
10 Set, you don't know if that's asbestos-
11 containing or not, do you?

12 A. No, I don't.

13 Q. And where it talks about three-inch block
14 insulation for the super heating casing,
15 would that be considered a high temperature
16 block insulation?

17 A. That would be a high temperature block
18 insulation.

19 Q. What did the Spintex look like?

20 A. I have no idea. I've never seen it.

21 Q. When it says "12-foot by 1 3/4-inch INS.",
22 I-N-S, period, "casing," is that insulating
23 casings?

24 A. Inside the casing.

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1 Q. Inside, thank you.

2 So we have 2-inch Litecast. Do you
3 know, what's Litecast?

4 A. It's a Litecast refractory like we referred
5 to before.

6 Q. Like a lightweight castable?

7 A. Yes.

8 Q. Similar to the ones that we looked at on
9 that list of the -- like a plastic --
10 Exhibit No. 5, which are those lightweight
11 castables we talked about?

12 A. Yes.

13 Q. Okay. And you don't know if those were
14 asbestos-containing or not?

15 A. No, I don't.

16 Q. "4-inch Riley TE-3 castable," what's that?

17 A. It's a refractory, standard refractory, 2800
18 degree refractory.

19 Q. It's called a Riley TE-3 castable. Did
20 Riley Stoker actually manufacture a
21 castable?

22 A. No, they didn't.

23 Q. Did they rebrand their name on a castable?

24 A. They referred to it as TE-3. I don't know

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1 the reason why it was designated as such.

2 Q. Who made it?

3 A. All the refractory suppliers made the TE-3
4 castable.

5 Q. And did Riley put their name on it to call
6 it the Riley TE-3 castable, or is it just --

7 A. I think Riley put their name on it that says
8 TE-3. You know, if you go way back in the
9 fabrication of boilers, before the
10 refractory came into use, they would take
11 firebrick and beat it to pieces and use it
12 as a refractory.

13 Q. They would break it down and use it -- break
14 it down like a dust and mix it with water
15 to --

16 A. You go back to --

17 Q. Did you ever do that?

18 A. No, no, no, no.

19 Q. Have you ever seen that done?

20 A. No.

21 Q. How do you know they did that?

22 A. I think I read it somewhere.

23 Q. Do you remember where?

24 A. No.

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1 Q. Okay.

2 A. They're still using brick rubble on the
3 bottom of the furnaces, which is the same
4 thing, but today you don't use a sledge
5 hammer, you buy it.

6 Q. And all the block insulation, either
7 five-inch block or four-inch block, you
8 don't know who manufactured that, do you?

9 A. No, I don't.

10 Q. And you don't know if it's asbestos-
11 containing or not, do you?

12 A. No. Does that say "block insulation"? At
13 the rear wall of the boiler there was
14 sometimes firebricks used.

15 Q. Yeah. You have "Rear wall construction, two
16 layers 2-inch Shiplap tile, 5-inch block
17 insulation," and "No. 10 Georgia welded
18 casing"?

19 A. Yes. It's a steel 10-gauge -- or 10-gauge
20 steel casing.

21 Q. Guess who's never built a boiler before --
22 me. I see GA, I think Georgia.

23 A. There was block insulation used back there.
24 It was -- the first two layers were tiles,

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1 which is a firebrick material, refractory
2 material, followed by the insulation block
3 and then the casing.

4 Q. And the firebrick, did it have to be
5 mortared into place, or was it just placed
6 into place?

7 A. Both methods were used.

8 Q. Okay. Both or bolt?

9 A. Both methods.

10 Q. Okay.

11 A. The firebrick method would be sometimes
12 dipped in a -- the material came in in drums
13 wet, and they would dip the firebrick in it
14 before they placed it.

15 Q. Now --

16 A. And sometimes they would be placed dry.

17 Q. Do you know if Riley Stoker ever tested the
18 air in the facility where the package
19 boilers were being manufactured to determine
20 how much, if any, asbestos dust was being
21 created when making these boilers?

22 A. I don't know.

23 Q. I see dates on here of around 1965. Would
24 that be approximately when this plan was

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1 written -- was drawn?

2 A. I would suppose if that date is on there,
3 that's --

4 Q. Yeah, that's --

5 A. -- that would have been in the transition
6 period. It would be moved out to Erie.

7 Q. And if the package boilers were fairly
8 standard in the sense that there wasn't a
9 whole lot of difference between the package
10 boilers, would you have a separate drawing
11 for every package boiler that was
12 manufactured and shipped out?

13 A. Yes, we did. You know, we changed the title
14 block, and the length and the width
15 sometimes varied --

16 Q. Okay.

17 A. -- depending on the capacity of the boiler.
18 If you needed 50,000 pounds of steam an
19 hour, you wouldn't go out and buy 100,000
20 pounds of steam an hour boiler. So the
21 length and the width varied.

22 Q. Now, I'm looking at the front elevation, and
23 it says, "Note: Smoke outlet to have 3-inch
24 insulation/10-gauge lagging by U.I.W. in

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1 shop."

2 What does that mean?

3 A. That means that that piece was insulated and
4 lagged in the Union Iron Works.

5 Q. What does lagged mean?

6 A. Covered.

7 Q. With, like, calcium silicate?

8 A. No, no, no, no, no. Casing.

9 Q. Casing.

10 A. Steel casing, 10-gauge steel casing. It's
11 roughly a tenth of an inch there.

12 Q. I don't see here where gaskets would go.

13 A. They would go at the main openings. If you
14 look at the upper and lower drums, you would
15 see an oval.

16 Q. Yeah.

17 A. An elliptical opening.

18 Q. Yes.

19 A. That's where the manhole covers were that
20 gave you access into the drums. There would
21 be a gasket in there.

22 Q. Now, how about the -- when a package boiler
23 had to be serviced, what generally was
24 repaired, replaced or maintained? Do you

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1 know?

2 A. No, I don't know.

3 Q. That wasn't your business?

4 A. That was not my business.

5 Q. Can you put just some more -- just put the
6 red flags where the gaskets would go?

7 A. Sure.

8 Q. Thanks.

9 A. I'll cover it up. Maybe you won't see it.

10 (Witness complies.)

11 You've got too many red flags here.

12 Q. That's okay. We'll talk about a lot of
13 them. Okay. So now we've got gaskets on
14 top of -- okay. And the gaskets you say
15 were asbestos-containing?

16 A. In the MH boilers I really don't know what
17 they used for gaskets.

18 Q. And you don't know how these were maintained
19 and repaired and serviced after they
20 left -- they got to where they went to?

21 A. No. They went to the customer --

22 Q. Okay.

23 A. -- and they took care of it.

24 Q. Do you know whether or not Riley had a

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1 manual for how to maintain and repair their
2 package boilers?

3 A. Not that I know of.

4 Q. So they could, but you just don't know about
5 it?

6 A. No, I don't know.

7 Q. Well, you don't know means you personally
8 don't know; that doesn't mean they didn't do
9 it, right?

10 A. I just don't know.

11 Q. Okay. I just want to make sure that we're
12 talking the same on that one.

13 (Discussion off the record.)

14 Q. Now, No. 15, which is the Clanton, if an
15 individual worked near, around or even on
16 that package boiler when it was being
17 serviced or repaired or fixed, you could not
18 say whether or not that individual would
19 have any asbestos exposure or not?

20 A. No, I couldn't. It would depend on where
21 the repair was taking place.

22 Q. Okay.

23 A. If you had access to the furnace, you could
24 go inside the furnace without being exposed

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1 to -- they're just tubes inside,
2 refractories on the floor.

3 Q. And there's a lot of products on that that
4 we've talked about that you don't know if
5 there was asbestos in it or not; is that
6 correct?

7 A. Right.

8 Q. Okay. Now, has Riley Stoker ever --
9 withdraw that.

10 From our discussion today, it sounds
11 like Riley Stoker used a lot of asbestos
12 gaskets. Would that be a fair statement?

13 MR. ELLISTON: Objection, form.

14 Q. Well, let me rephrase that and ask it this
15 way: Would it be fair to say that Riley
16 Stoker used asbestos-containing gaskets on
17 every boiler it either manufactured or
18 designed?

19 A. After 1972 there was concern --

20 Q. Prior to '72.

21 A. Yes, gaskets contained asbestos in most
22 cases.

23 Q. And the packing, also asbestos-containing
24 prior to '72, to your knowledge?

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1 A. Yes. Yeah.

2 Q. Is it your understanding that after 1972
3 none of the products, gaskets or packing or
4 insulation, had asbestos in it anymore?

5 A. No, I wouldn't say that.

6 Q. What continued to have asbestos in it after
7 1972, that you're aware of?

8 A. Gaskets.

9 Q. Gaskets.

10 And Riley continued to specify
11 asbestos gaskets on its boilers, as well as
12 manufacture boilers with asbestos gaskets?

13 A. Yes, because there was no other material
14 available.

15 Q. After 1972 did Riley Stoker put a warning or
16 issue a warning either on its package
17 boilers or in its specifications that
18 asbestos-containing gaskets may be
19 hazardous?

20 A. I don't know.

21 Q. Did Riley Stoker ever, prior to 1972, test
22 the gaskets that it was using to determine
23 how much asbestos dust was being given off?

24 A. Not that I know of.

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1 Q. Did Riley Stoker before 1972 ever test the
2 asbestos-containing packing to determine how
3 much asbestos dust was being given off when
4 you used it?

5 A. Not that I know of.

6 Q. How about after 1972; did Riley Stoker ever
7 test the gaskets with asbestos in it for
8 asbestos dust release?

9 A. Not that I know of.

10 Q. And after 1972 did Riley Stoker ever test
11 the asbestos packing material to see how
12 much asbestos dust it gave off?

13 A. Not that I know of.

14 Q. On the field-erected boilers -- on the
15 field-erected boilers -- and those are
16 No. 13 and No. 14 -- I imagine these are
17 bigger than the package boilers?

18 A. Yes. These boilers are field-erected.

19 Q. You're looking at No. 13, I think? Yeah,
20 Lewis. What's the date of that?

21 A. The date of this drawing is 3/9/82.

22 Q. 1982?

23 A. Yeah.

24 Q. Okay.

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1 A. 3/15/82.

2 Q. So would it be your understanding that in
3 1982 there would be no asbestos insulation
4 used on that?

5 A. I don't believe it was. You know, this
6 was -- in looking at these drawings, I
7 believe, without looking at any other
8 documents, that the insulation was sublet.

9 Q. What does that mean?

10 A. Well, we gave them the temperature ranges on
11 the various pipelines, and as you can see on
12 these sections here (indicating), we
13 referred to insulation as four-inch-thick
14 insulation double layer -- four-inch-thick
15 insulation double layer, two inches by two
16 inches.

17 Q. Was Riley Stoker still -- when is the --
18 withdraw that.

19 When was the last time that Riley
20 Stoker used an asbestos-containing gasket in
21 any of its boilers?

22 A. 1986, I believe.

23 Q. Was that a package boiler or field-erected
24 boiler?

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1 A. Probably both.

2 Q. Why 1986?

3 A. Because up to that time there was no gasket
4 material that would safely -- that could
5 safely be used as flange gaskets and
6 handhold gaskets and such.

7 Q. And do you know who manufactured any of
8 those gaskets?

9 A. Flexitalic, Spirotallic.

10 Q. Were they all metal-wound gaskets, or were
11 they --

12 A. They were metal gaskets with a filler, with
13 an insulating filler, for packing.

14 Q. Were you all using Garlock gaskets?

15 A. I have seen Garlock gaskets.

16 Q. How about John Crane gaskets?

17 A. I can't be sure.

18 Q. How about Victor gaskets?

19 A. Never heard of them.

20 MR. NEMEROFF: Do you have a list,
21 Jackie, because I'm gasket freezing right
22 now.

23 Q. How about Sepco gaskets?

24 A. Never heard of them.

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1 Q. Craneco gaskets?

2 A. Never heard of them.

3 Q. Durabla, how about Durabla gaskets?

4 A. Never heard of them.

5 Q. Okay. When Riley Stoker bought insulation
6 materials that it was going to use to erect
7 boilers and the like, would it store them at
8 a central Riley Stoker facility, or would it
9 store them at the site where the field-
10 erected boiler was going up?

11 A. As far as I know, it went directly to the
12 site.

13 Q. Where would an asbestos gasket go on the --
14 was it 1982 you said that was --

15 A. Yes.

16 Q. Can you just use our friends, the red flags,
17 again and show me where the gaskets would
18 go?

19 A. (Witness complies.)

20 Q. Are you trying to save my red flags?

21 A. Yeah. You know, the sign on the boilers
22 changed over the years. This is now what we
23 call a welded wall boiler.

24 Q. As opposed to?

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1 A. That, you know, there were -- handholds were
2 no longer needed because all the tubes were
3 welded. They were not rolled. So there was
4 no need for handholds.

5 Q. I've got a few more gaskets I want to ask
6 you about.

7 A. Yes.

8 Q. A.W. Chesterton?

9 A. I have heard of them, but we have never used
10 their gaskets for these kind of
11 applications.

12 Q. How about Anchor, Anchor Packing?

13 A. I have heard of them, but here again I don't
14 think we ever used them.

15 Q. Okay. Who --

16 A. Chesterton was used for very, very small
17 quantities, you know. I mean, there were --
18 I believe it was maybe -- it was smaller
19 than a valve packing, you know, that if you
20 referred to Riley using -- having used that,
21 it's negligent.

22 Q. Negligent?

23 A. Yes. Minimal quantities.

24 Q. Negligible?

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1 A. Yes.

2 Q. Okay. You almost gave him a heart attack.

3 A. Oh, I'm sorry. I'm sorry.

4 If you used a cupful for a boiler, I
5 think you did fine.

6 Q. Okay.

7 THE WITNESS: (To Mr. Elliston)

8 What did I say?

9 Q. If you want to say they were negligent, I'll
10 let you say that all you want. That's quite
11 all right. I'm fine with that, but in
12 fairness I think you meant negligible.

13 A. Yes. My accent gets me sometimes.

14 Q. When we're looking any of the other boilers
15 on that No. 13 stack, are any of them
16 earlier than 1982?

17 A. I have '84.

18 Q. '84?

19 A. And I have '81.

20 MR. ELLISTON: I apologize, before
21 you go to the next boiler or the next
22 drawing I just need to make a quick run.
23 Can I just have five minutes?

24 MR. NEMEROFF: Sure. Go ahead.

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1 (Recess taken.)

2 Q. Okay. Mr. Riddar, you said earlier that
3 these drawings that we're looking at here
4 are not the complete set for each one of
5 these boilers. Did I hear that correctly?

6 A. The entire boiler?

7 Q. Yes.

8 A. No.

9 Q. So if I wanted to know every -- I mean, for
10 each of the boilers that are drawn out here
11 (indicating) there are more drawings that
12 are relevant to that boiler that are not
13 copied for us here?

14 A. That's correct.

15 Q. Okay. Because you said at one point some of
16 these were multiple volumes of three-inch-
17 thick volumes, so this is just a couple of
18 pages from what might otherwise be hundreds
19 of drawings for a particular boiler?

20 A. I don't believe I said that.

21 Q. No, I'm asking. I don't think you said
22 that, but I want to make sure that I'm
23 getting it. Let me rephrase this.

24 A. I referred to specifications.

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1 Q. Okay. And on the specifications there are
2 more drawings in the specifications for each
3 of the boilers represented here on the table
4 today?

5 A. There are no drawings with the
6 specifications.

7 Q. Then if I were to ask you to provide for us
8 every conceivable document pertaining to,
9 let's say, what's marked here the Ralph M.
10 Parsons Company, Los Angeles, California,
11 for Viola, Texas, right here (indicating),
12 the boiler, whatever number this is, I think
13 it's index -- do you do index numbers? Is
14 that how you catalog these?

15 A. No. They're filed by the customer's name.

16 Q. Okay. And that would be Suntide Refining
17 Company?

18 A. Yes.

19 Q. Okay. What I have here in front of me, is
20 this every drawing in Riley Stoker's
21 possession for this boiler?

22 A. I don't think so.

23 Q. So there's more than what's here?

24 A. Yes.

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1 Q. What else is there that is not here?

2 A. You have in front of you a general
3 arrangement drawing.

4 Q. Okay.

5 A. You have no detailed drawings.

6 Q. So there are detailed drawings that would
7 show, I guess, kind of zooming in on
8 specific parts of this boiler that would
9 give us more detail than what we're seeing
10 here?

11 A. Yes.

12 Q. And you did not bring those here today?

13 A. No.

14 Q. Why not?

15 A. I was not asked to.

16 Q. Were you told -- withdraw that.

17 Were you specifically told not to
18 bring some things?

19 A. No.

20 Q. So you were told just to bring the general
21 drawings and not the specific?

22 A. Yes.

23 Q. Would the general drawings contain more
24 detailed information about the insulation on

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1 each of these boilers?

2 A. No.

3 Q. It would not?

4 A. No.

5 Q. Why not?

6 A. There was no need for it.

7 Q. Why do you say that?

8 A. I can't picture myself detailing that piece
9 of insulation, sorry.

10 Q. So just saying "insulation" is enough?

11 A. The insulation drawings that you have in
12 front of you is enough.

13 Q. So you brought insulation drawings in
14 addition to the general drawings?

15 A. Yes.

16 Q. Do you distinguish between drawings and
17 specifications?

18 A. Yes.

19 Q. What is that distinction, or what is the
20 difference?

21 A. Specifications are written. Drawings are
22 pictorial.

23 Q. And you've brought with you drawings today,
24 not specifications?

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1 A. Right.

2 Q. Do the specifications that match up with
3 these drawings still exist?

4 A. Sometimes.

5 Q. Sometimes when, sometimes when not? I guess
6 that's bad syntax, but what would -- when
7 would they exist versus when would they not
8 exist? Is there some event, calendar date
9 or something that would make that
10 distinction?

11 A. Not that I know.

12 Q. Have they just been lost or thrown out or
13 destroyed over time?

14 A. I don't know.

15 Q. Do they exist in the same place as the
16 drawings do, the specifications, that is?

17 A. No, they don't.

18 Q. Where do the specifications exist as opposed
19 to the drawings?

20 A. The drawings would be in the drawing file or
21 on microfilm.

22 Q. And the specifications?

23 A. Would be in book form.

24 Q. And where are those kept if they are to

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1 exist?

2 A. In the records department.

3 Q. And is the records department in Worcester?

4 A. Yes.

5 Q. Is there -- during the time that you were

6 there, was there a document destruction

7 policy or document retention policy in

8 place?

9 A. Not that I know of.

10 Q. Is there any reason why you would keep the

11 line drawings as opposed to the

12 specifications?

13 A. Yes.

14 Q. Why?

15 A. I would have to mark it.

16 Q. What does that mean?

17 A. If you want to sell a part, you want to sell

18 a tube, we would have the drawings on how to

19 make it. And if the customer came back and

20 asked for it, we would furnish it.

21 Q. So if a customer came back and said, "I want

22 a replacement part for whatever we put in,"

23 you would go to the drawing as opposed to

24 the specification?

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1 A. Yes.

2 Q. What would be included -- what is not
3 included on the specifications that are
4 included on the drawings to make that the
5 easier thing to do?

6 A. Specifications are written by the customer,
7 not Riley.

8 Q. Oh, okay. So specifications were not
9 generated by Riley Stoker, they were
10 generated by the customer?

11 A. Yes.

12 Q. When it came to the field erection of the
13 boilers by Riley, would there be
14 specifications by Riley as to how to do that
15 and what insulation to include, or would
16 that still come from the customer?

17 A. The erection was done by boiler -- by
18 Riley --

19 Q. Okay. So --

20 A. -- in most cases.

21 Q. Okay. So in most cases Riley would do the
22 erection, and what I'm wondering is, would
23 Riley then also decide when they are
24 erecting the boiler which insulations from

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1 that list we've talked about earlier they
2 were going to use? Does that make sense?

3 A. No.

4 Q. No, I didn't think so.

5 So in most cases Riley would erect the
6 boilers, and when they would erect the
7 boilers, would they -- would Riley erection
8 people then pick from the list of, I guess,
9 approved products, insulation or asbestos
10 products or whatever they are, to then use
11 in the erection of the boiler?

12 A. They went by the drawings, the erection
13 department. That's what the drawings were
14 made for, fabrication and erection.

15 Q. So when erection -- but in terms of like
16 insulation, when Riley was going to do the
17 insulation work, Riley would determine which
18 particular brands or manufacturers of
19 insulation to use when they were erecting
20 the boiler; is that right?

21 A. No.

22 Q. Who would?

23 A. The purchasing department.

24 Q. Okay. So the purchasing department of Riley

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1 Stoker?

2 A. That's right.

3 Q. Okay. Did the erection department have a
4 choice in which materials they could
5 specify, or did the purchasing department
6 make that decision for the erection
7 department?

8 A. The purchasing department purchased the
9 material.

10 Q. Okay. I guess where I'm trying to -- or I'm
11 just missing a step. Riley is going to
12 erect the boiler for a customer and do all
13 the insulation work and put it up. In order
14 to do that, there has to be insulation work
15 done, and if Riley is going to be doing that
16 insulation work, I'm trying to figure out
17 how the Riley erection department folks
18 wound up with the specific insulation they
19 would use to erect the boiler. So did the
20 erection department say, "Hey, purchasing
21 department, I want Johns Manville or Philip
22 Carey," or did they say, "Hey, purchasing
23 department, I need insulation. You send me
24 whatever you think I need, and I'll just put

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1 it up"?

2 A. The erection department erected what was
3 specified on the drawings by the engineering
4 department.

5 Q. Okay. But where it says "insulation" with
6 no name next to it, how did the erection
7 department know what to put up as
8 insulation? You can't just say "Give me
9 insulation," or maybe this is beyond your
10 area. Do you not know this?

11 MR. ELLISTON: Objection, form.

12 A. Let me put it this way: I can't answer your
13 question any other way.

14 Q. Okay.

15 A. If you have a box of insulation that says
16 high temperature block insulation and you
17 have an area that is going to be insulated
18 by high temperature block insulation, you
19 take -- open that box and you apply it to
20 that area.

21 Q. Okay. I understand -- I'm good there. I'm
22 with you on that one. What I'm trying to
23 figure out is you don't just -- the
24 purchasing department of Riley Stoker didn't

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1 just go buy, you know, generic like you go
2 to a store and you see tuna fish or
3 spaghetti or meat sauce. There are
4 manufacturers for high temperature block
5 insulation. And what I'm trying to figure
6 out, how did the block insulation get chosen
7 by either the purchasing department or the
8 erection department to be used. And if I'm
9 going outside your knowledge, then let me
10 know that, too.

11 A. I don't know.

12 Q. Okay. I would have to ask someone in the
13 purchasing department about that?

14 A. I don't know.

15 Q. Well, either the purchasing department or
16 the boiler erection department, they would
17 be able to tell me how they operated?

18 A. I can't speak for them.

19 Q. Okay. Fair enough. On the subpoena duces
20 tecum, Nos. 1, 2, and 3, can you tell me of
21 the list of requests we made for today, what
22 number do these drawings respond to?

23 A. I don't know.

24 Q. Did you look through that subpoena duces

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1 tecum and then undergo some investigation of
2 materials to be responsive to that subpoena?

3 A. Not really, no.

4 Q. What did you do with it when you looked at
5 it?

6 A. I read through it.

7 Q. Did you -- did it call -- upon -- after
8 having read through it, did you do something
9 in response to having read it?

10 A. No.

11 Q. So you undertook no search, no
12 investigation, nothing to be responsive; you
13 just read it, put it down and forgot about
14 it till today?

15 MR. ELLISTON: Objection, form.

16 A. No, I didn't forget it.

17 Q. Okay. But you do --

18 MR. ELLISTON: Excuse me.

19 MR. NEMEROFF: I'm sorry.

20 MR. ELLISTON: Let me interject
21 here, because I've tried to let you ask the
22 witness questions, but I do want to make a
23 statement for the record that, as counsel
24 knows, Riley Stoker has prepared a response,

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1 has filed objections with the Court. It is
2 the subject of ongoing hearings that will
3 continue into the future, and so Riley
4 Stoker has produced numerous documents in
5 response to requests from Baron & Budd, as
6 well as making numerous objections to those
7 documents. The documents that are produced
8 today are in addition to documents that had
9 been produced earlier.

10 Now, having said that, go ahead.

11 MR. NEMEROFF: Okay. Well, subject
12 to that, and just bear with us, we're about
13 to do some lawyer stuff for a second here.
14 We all talk just to hear ourselves talk and
15 preserve records. We are clearly not
16 considering, even if I hit the end of today,
17 considering this deposition over with
18 because as -- counsel's right, you objected
19 to our subpoena duces tecum, and subject to
20 getting your objection either overruled or
21 sustained or whatever and more production of
22 documents is forthcoming, I may want to ask
23 more questions of the witness if it becomes
24 apparent that I need to do so, or if you

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1 decide to give me somebody else, I may take
2 somebody else's deposition. But since the
3 subpoena -- and we're kind of going around
4 on this thing, and all of this is basically
5 just for us. I know that. You all didn't
6 provide -- I mean, you provided some boxes,
7 and we're still trying to figure out, and
8 that's what I've got, this list of
9 production, and that's why we're trying to
10 work this out to figure out what has been
11 produced and in response to what. And
12 that's where I'm having sort of a little
13 problem. I can't conclude the deposition
14 because I don't know what's been produced in
15 response to this deposition notice. But
16 that's a fight you and Mary can have all day
17 long and...

18 MR. ELLISTON: Well, I do want the
19 record to be clear that we did not insist
20 upon the deposition going forward today,
21 that Baron & Budd certainly had the
22 opportunity to finish the fight, as you call
23 it, on the documents prior to starting the
24 deposition, and I would encourage you to be

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1 mindful of the hourly limitation on the
2 deposition. And so if you want to reserve
3 time to review and discuss future documents,
4 that's certainly up to you. But I'm not
5 making any agreements concerning the
6 continuation of this deposition in light of
7 our status.

8 MR. NEMEROFF: And I will ask for
9 no agreements. I'm just being crystal clear
10 that it ain't over till it's over, and I'm
11 not considering this over until a judge
12 tells me it's completely over. And that's
13 fine. And that's something that Special
14 Master Kelton is dealing with, Judge Alvarez
15 is going to deal with, Judge Hunter is
16 dealing with and all the various courts, and
17 we'll cross those bridges when we get there.

18 Sorry about that, Mr. Riddar.

19 BY MR. NEMEROFF:

20 Q. Looking at what is marked as No. 14, it's
21 titled "Sullivan." I think the dates --
22 what are the dates on this boiler when this
23 was built or drawn?

24 A. The date when this drawing was made is 1961.

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1 I can't make out the month. There were
2 several revisions made to the drawing, and
3 the last revision being 11/25/61.

4 Q. I just thought of something. When these
5 drawings were made, how -- first question,
6 how soon after the drawing is made and the
7 date is affixed to the drawing did the
8 boilers actually get built?

9 A. I don't know.

10 Q. Do you know that each one of these boilers
11 has been built?

12 A. Yes.

13 Q. How do you know that?

14 A. They're supposedly out in the field.

15 Q. Okay. You say "supposedly." Do you know
16 for a fact that each boiler drawn -- that
17 has been drawn in front of you has actually
18 been built and put into service?

19 A. I have not seen them built.

20 Q. So you don't have personal knowledge that
21 they actually got built?

22 A. No, I don't.

23 Q. Second thing, do changes occur in the
24 erection of a boiler that may not be

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1 reflected on the drawing?

2 A. No, all the changes have to be reflected on
3 the drawing.

4 Q. So if there's a change made, you've got to
5 go back and redraw the whole boiler?

6 A. No.

7 Q. Talk to me about that, then.

8 MR. ELLISTON: Objection, form.

9 Q. Tell me about --

10 MR. ELLISTON: Even your co-counsel
11 would sustain that objection, sir.

12 Q. Tell me about the process that you have to
13 undergo when a change is made to a boiler
14 between the drawing and the erection when
15 there's a change between the two. Where
16 would you find that reflected?

17 A. In the revision box on the drawing.

18 Q. Okay. Where would the revision box be?

19 A. Right here (indicating).

20 Q. Where's that? Is that the little box down
21 there?

22 MR. ELLISTON: (Indicating.)

23 MR. NEMEROFF: How about that?

24 There's a revision box down there, everyone.

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1 (Discussion off the record.)

2 Q. Okay. Did you draw any of these?

3 A. No.

4 Q. Who did? Can you tell that from looking at
5 this?

6 A. There are initials here that I'm not
7 familiar with.

8 Q. Were you -- did you personally go pull these
9 drawings out of the drawers and the
10 microfiche and observe them being pulled and
11 copied?

12 A. No.

13 Q. So how is it that we got from your
14 conversation with counsel to the production
15 of these drawings here today?

16 A. The records department produced them based
17 on the title on the drawing.

18 Q. Would you be able to tell me on this drawing
19 from Viola, Texas, the Suntide Refining
20 Company, would you be able to tell me on
21 this -- from this drawing alone how someone
22 would be exposed to asbestos from this
23 boiler?

24 A. They wouldn't be exposed to asbestos from

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1 this boiler.

2 Q. Okay.

3 A. It's a package boiler. It's completely
4 enclosed in a steel casing.

5 Q. And when we get to, say, the Lewis -- oh,
6 wait a second. This is an MH boiler, too?

7 A. No.

8 Q. Is there a records custodian at the records
9 department, someone who's in charge of that?

10 A. I don't know of anybody with the name of
11 records custodian.

12 Q. Who did you contact at the records
13 department to get these things pulled?

14 A. I contacted the paralegal people in
15 Worcester.

16 Q. And --

17 A. They contacted the...

18 Q. So you contacted this law firm --

19 A. Yes.

20 Q. And then they contacted the people in
21 Worcester?

22 A. Yes.

23 Q. Okay. Do you talk to Riley Stoker employees
24 yourself, or do you go through counsel to do

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1 that? In making these requests and doing
2 all that you're doing, do you deal directly
3 with Riley Stoker employees now, or do you
4 deal with Riley Stoker's counsel for your
5 requests?

6 A. Riley Stoker's counsel.

7 Q. Okay. So this is a package boiler that I'm
8 looking at here (indicating)?

9 A. Yes.

10 Q. Okay. What's this (indicating)? Same
11 thing?

12 A. That is a field-erected boiler.

13 Q. Okay. Tell me where the change takes place.
14 Is that it (indicating)? Is that it? Is
15 that the first page of the field-erected?
16 Yeah, I think it is. So on this boiler,
17 which is Carbide & Carbon Chemical Company
18 in Seadrift, Texas, this is a field-erected
19 boiler?

20 A. Yes, it is.

21 Q. Would you be able to tell just from these
22 drawings alone where an individual would get
23 exposure to asbestos from this boiler?

24 A. The entire boiler is covered, so there's no

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1 exposure to asbestos.

2 Q. What do you mean, it's all covered?

3 A. It's covered with lagging.

4 Q. Metal lagging?

5 A. I believe it is 10-gauge steel casing.

6 Q. And that's after it's been erected it's
7 covered with -- is this a package boiler or
8 a field-erected boiler?

9 A. It's a field-erected boiler.

10 Q. During the erection of the boiler they have
11 to install the insulation, they have to do
12 all the things to build the boiler, right?

13 A. Yes.

14 Q. During the installation and erection of this
15 boiler, would you be able to tell me all the
16 ways in which a person would be exposed to
17 asbestos when the erection of the boiler
18 took place?

19 MR. ELLISTON: Objection, form.

20 A. If the insulation contained asbestos. I
21 don't know.

22 Q. And you don't know if it contained asbestos
23 or not?

24 A. No, I don't.

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1 Q. And for that I would have to talk to the
2 purchasing department or whoever erected the
3 boiler?

4 A. I don't know.

5 Q. Who erected this boiler? Could you tell
6 that?

7 A. It's not shown on the drawings.

8 Q. Is it typically shown on the drawings who
9 erected the boiler?

10 A. No.

11 Q. Where would it be reflected who erected the
12 boiler?

13 A. On what we call erection cards.

14 Q. The erection cards?

15 A. Yes.

16 Q. Where -- are those kept?

17 A. In Worcester.

18 Q. Along with the specifications?

19 A. What do you mean by "along"?

20 Q. "Along with," meaning you've got the --

21 A. Together?

22 Q. Yeah, are they kept together?

23 A. No.

24 Q. So there's a separate place where the

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1 erection information is kept separate from
2 the specifications, separate from the
3 drawings?

4 A. Yes.

5 Q. What other records for a boiler are kept in
6 Worcester pertaining to any particular
7 boiler?

8 A. That's all I would be concerned about, the
9 drawings, specifications, if they're still
10 around.

11 Q. Do you know if the erection data is kept in
12 the same completeness that you believe the
13 drawings are kept?

14 A. No.

15 Q. And you told me earlier that some of the
16 specification books are no longer in
17 existence for one reason or another; they're
18 not kept for every single boiler the same
19 way the drawings are?

20 A. That's right.

21 Q. So in some cases we may never be able to
22 determine the specifications or who erected
23 a boiler, but we still may have the line
24 drawings for the boiler itself?

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1 A. Yes.

2 Q. Now, there's a library in Worcester, isn't
3 there, Riley Stoker, at the library?

4 A. I wouldn't go as far as calling it a
5 library. There is a collection of material
6 in the office.

7 Q. I'm going to -- in the past in your
8 deposition, Pages 32 and 33, you had talked
9 about sales brochures, and you checked with
10 the advertising department and the library
11 and that you checked out some Power -- or
12 you took out some Power Magazines. Some of
13 them you located in the library. I'm trying
14 to figure out what is in this thing --
15 what's in this thing that you termed "the
16 library" a couple years ago?

17 A. Well, it's a collection of brochures, you
18 know, like magazines, and there are some
19 books, but "library" is a pretty complete --
20 I probably shouldn't have referred to it as
21 a library the last time I mentioned it
22 because it's not what you would generally
23 find in a library. It's more brochures, and
24 there are books.

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1 Q. Well -- and, again, I'm not quarreling over
2 the term "library." You just used it
3 before, and I wanted to make sure I
4 understood it.

5 A. Yes, I realize that.

6 Q. Are there technical manuals and technical
7 journals that are kept there?

8 A. Some.

9 Q. So I guess it could be a library of sources.
10 It could be a very small library specific to
11 what Riley Stoker does. Would that be a
12 fair statement?

13 A. Yes.

14 Q. So you're not going to find wildlife books
15 and cooking books, but you would find Power
16 Magazine and Combustion Magazine and other
17 things relative to the business of Riley
18 Stoker?

19 A. Pretty much, yes.

20 Q. Were there any books on any -- any books on
21 safety or safety in the workplace in this
22 library?

23 A. Not that I know of.

24 Q. Any books on the subject of industrial

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1 hygiene and safe industrial hygiene measures
2 in the library?

3 A. Not that I know.

4 Q. Anything to do with occupational diseases in
5 this library?

6 A. Not that I know of.

7 Q. Is there a person whose responsibility it is
8 to maintain this space?

9 A. Not that I know of.

10 Q. In some of the specifications I saw
11 asbestos -- I'm going to withdraw that.

12 I saw a reference to "insulation
13 blankets." Are you familiar with those?

14 A. Yes.

15 Q. Would those be asbestos-containing; do you
16 know?

17 A. I don't know.

18 Q. Were they purchased -- if you know, were
19 they purchased from another vendor, or were
20 they actually made at a Riley facility?

21 A. They were not made at Riley's.

22 (Pause.)

23 Q. In the package boilers that we've looked
24 at -- and you've said they were more or less

1 the same from package boiler to package
2 boiler -- they contained asbestos packing,
3 asbestos gaskets, asbestos millboard and
4 then other materials which you're not sure
5 whether or not they contained asbestos or
6 not. Would that be -- that's a fair
7 statement?

8 A. Yes.

9 Q. Would you agree with me, then, that Riley
10 Stoker's package boilers were products which
11 contained asbestos products as part of the
12 whole boiler?

13 MR. ELLISTON: Objection, form.

14 A. Yes.

15 Q. So I guess another way to put it would be
16 Riley Stoker's package boiler with these
17 asbestos gaskets and packing and millboard,
18 while the boilers themselves are not all
19 asbestos, they are asbestos-containing
20 products?

21 MR. ELLISTON: Objection, form.

22 A. Well, the boiler did contain asbestos, yes.

23 Q. Okay. And if the field-erected boilers had
24 asbestos used as part of them, gaskets,

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1 packing, millboard, block, whatever it might
2 be, then they, too, would be -- while not
3 all asbestos, they, too, would be asbestos-
4 containing products under that scenario?

5 MR. ELLISTON: Objection, form.

6 A. Some part of the boiler contained asbestos.

7 Q. So the boiler would be asbestos -- would be
8 asbestos-containing? It wouldn't be a full
9 asbestos product, it would be an asbestos-
10 containing product?

11 MR. ELLISTON: Objection, form.

12 A. Well, the boiler consists of many
13 components, you know. It's just not an
14 asbestos and asbestos-containing product.
15 It contained many other components.

16 Q. But it was asbestos-containing to the extent
17 it had these asbestos parts in it?

18 A. Asbestos insulation.

19 Q. Or asbestos packing or gaskets or whatever?

20 A. Yes.

21 Q. Did you know any of the plant managers over
22 at the Erie facility?

23 A. No.

24 Q. How about the Cornwall Heights facility?

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1 A. No.

2 Q. How about the Southwestern facility?

3 A. No.

4 MR. NEMEROFF: Can we go off for a
5 second?

6 MR. ELLISTON: Sure.

7 (Discussion off the record.)

8 Q. Mr. Riddar, have you ever been a member of
9 any trade organization having to do with
10 boilers?

11 A. No.

12 Q. Are you a member of any association,
13 professional -- have you been a member of
14 any professional association in the past?

15 A. No, I have not.

16 Q. Are you familiar with the Industrial Hygiene
17 Foundation?

18 A. No, I'm not.

19 Q. How about the National Safety Council?

20 A. No, I'm not.

21 Q. Are you familiar with the American Ceramic
22 Society?

23 A. No, I'm not.

24 Q. How about the American Society of Mechanical

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1 Engineers?

2 A. Yes.

3 Q. Were you a member of that?

4 A. No.

5 Q. Do you know if Riley Stoker was a member of
6 any of those organizations?

7 A. American Boilermakers Association. I've
8 seen a plaque.

9 Q. And were you at all involved in the
10 compilation of documents -- well, I'm not
11 going to ask you -- hold on one second. I'm
12 going to withdraw that.

13 (Discussion off the record.)

14 MR. NEMEROFF: Okay. I'm going to
15 mark this as No. 16.

16 Q. I'm just going to show you what I'm going to
17 mark as Exhibit No. 16 and ask you if you
18 have any idea what that is. Sir, that's
19 No. 16. Do you know what that is?

20 A. I have no idea.

21 (Discussion off the record.)

22 (Documents marked as Exhibits 13
23 through 16 for identification.)

24 MR. ELLISTON: Let's get on the

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1 record real quick, and let me say during the
2 break off the record we corrected some
3 numbers on the exhibits, and there will be a
4 reference earlier in the transcript to an
5 Exhibit 12 as being all of the drawings. We
6 have decided to leave Exhibit No. 12 blank,
7 and the drawings are now separately marked
8 as 13, 14 and 15. Agreed?

9 MR. NEMEROFF: Agreed.

10 (Discussion off the record.)

11 Q. Mr. Riddar, am I correct that Riley
12 Stoker -- withdraw that.

13 Am I correct, sir, that you have said
14 in the past that Riley Stoker stopped using
15 asbestos insulation products in or around
16 the early 1970s because they were no --
17 Riley Stoker was no longer able to purchase
18 them in light of the OSHA regulations?

19 A. Did I say that?

20 Q. I think you did.

21 (Discussion off the record.)

22 Q. Right. In 19 -- okay. "In 1970 Riley
23 Stoker stopped using asbestos-containing
24 insulation on its boilers?" And your answer

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1 was:

2 "You couldn't buy insulation with
3 asbestos on it." The question is:

4 "So that's when Riley Stoker
5 stopped using asbestos-containing
6 insulation?" And your answer was:

7 "Yes."

8 Did I get that right?

9 A. Yes.

10 Q. And at no time in the history of your time
11 with Riley Stoker did Riley Stoker ever
12 place any warning on any of its boilers
13 having to do with asbestos exposure; is that
14 correct?

15 A. I don't know that.

16 Q. Okay. And you have no knowledge as you sit
17 here today that they ever did?

18 A. I don't know.

19 Q. And do you have any knowledge about Riley
20 Stoker -- withdraw that.

21 And, sir, would you agree with me that
22 Riley Stoker never sent out any warnings to
23 its customers having to do with asbestos
24 insulation being hazardous?

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1 A. I don't know.

2 MR. NEMEROFF: All right, sir. I
3 think subject to the Court's ruling on the
4 subpoena duces tecum, which it is an ongoing
5 discussion, to be polite to all sides, those
6 are all the questions I have for you today.
7 I might have more depending upon what the
8 judge rules and what other production takes
9 place, but subject to that I think I'm done.

10 MR. ELLISTON: I do have some
11 questions. Do you want to stand up and take
12 a short break?

13 THE WITNESS: Sure.

14 MR. ELLISTON: Why don't we take a
15 short break.

16 (Recess taken.)

17

18 CROSS EXAMINATION

19

20 BY MR. ELLISTON:

21 Q. Mr. Riddar, as you know, my name is Gary
22 Elliston, and I have just a few questions
23 for you. What is your date of birth, sir?

24 A. August 26th, 1924.

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1 Q. What age gentleman are you now?

2 A. 77.

3 Q. You mentioned that you got an associate's
4 degree in mechanical engineering. What year
5 did you receive that degree?

6 A. 1955.

7 Q. When did you go to work for Riley Stoker?

8 A. 1953.

9 Q. If you would, sir, would you briefly go
10 through the jobs that you held at Riley
11 Stoker until your retirement.

12 A. In 1953 I started as a trainee draftsman,
13 moved up to a qualified draftsman after that
14 training and advanced to what we call a
15 drawing checker, checking other people's
16 work, drawings, became a pressure parts
17 designer where I designed pressure parts
18 according -- in compliance with the ASME
19 power boiler code. From there I went to
20 group leader in the industrial boiler
21 division. Later on I was group leader for
22 the utility boilers, became assistant to the
23 manager of the, what was then called the
24 boiler drafting department and advanced to

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1 manager of the design graphics department,
2 and two years before I retired I was made
3 chief draftsman.

4 Q. What year did you retire?

5 A. In 1989.

6 Q. Were you age 65 at that time?

7 A. Yes.

8 Q. Since your retirement, have you worked as a
9 consultant at Riley Stoker?

10 A. Yes, I have.

11 Q. Have you worked as a consultant at Riley
12 Stoker on various engineering projects, as
13 well as reviewing drawings for boilers?

14 A. Yes.

15 Q. So you've been retired now for approximately
16 12 1/2 years?

17 A. That's correct.

18 Q. And you worked at Riley Stoker for
19 approximately 36 years?

20 A. 36 years.

21 Q. Did Riley Stoker ever mine raw asbestos?

22 MR. NEMEROFF: Objection.

23 A. No.

24 Q. Did Riley Stoker ever mill raw asbestos?

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1 A. No.

2 MR. NEMEROFF: Objection.

3 Q. Did Riley Stoker ever use raw asbestos in
4 the manufacture of any products?

5 A. No.

6 MR. NEMEROFF: Objection.

7 Q. Did Riley Stoker manufacture, design or
8 market an asbestos-containing block, cement
9 or pipe covering?

10 MR. NEMEROFF: Objection.

11 A. No.

12 Q. Did Riley Stoker ever manufacture, design or
13 market an asbestos-containing spray or
14 fireproofing?

15 A. No.

16 MR. NEMEROFF: Objection.

17 Q. Did Riley Stoker ever manufacture, design or
18 market an asbestos-containing joint
19 compound, plaster or wallboard?

20 MR. NEMEROFF: Objection.

21 A. No.

22 Q. Did Riley Stoker ever manufacture, design or
23 market asbestos-containing breaks, clutches
24 or friction products?

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1 MR. NEMEROFF: Objection.

2 A. No.

3 Q. Did Riley Stoker ever manufacture, design or
4 market gaskets, rope or packing?

5 A. No.

6 MR. NEMEROFF: Objection.

7 Q. What was Riley Stoker's business during the
8 years you were employed with them?

9 A. Manufacture and construction of boiler and
10 boiler equipment.

11 Q. Did Riley Stoker, to your knowledge, ever
12 purchase raw asbestos and put it into any
13 kind of product?

14 A. No.

15 MR. NEMEROFF: Objection.

16 Q. When Riley Stoker would build or erect
17 boilers, would they from time to time
18 purchase asbestos-containing gaskets or
19 packing for use in that building or
20 construction of boilers?

21 A. Yes.

22 Q. Were all of the gaskets and packing used on
23 Riley Stoker boilers asbestos-containing?

24 A. I'm not sure.

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1 Q. Was all of the calcium silicate used on the
2 piping around some of the Riley Stoker
3 equipment?

4 A. Yes.

5 Q. Was all of that calcium silicate that was
6 used on that piping around some of the
7 equipment asbestos-containing?

8 A. I don't know.

9 Q. You mentioned aftermarket as one of the
10 reasons that Riley Stoker kept some of the
11 drawings. If some of the equipment in the
12 field needed a replacement gasket or rope,
13 would Riley Stoker supply that replacement
14 gasket or rope or packing?

15 A. No.

16 Q. The package boilers, they were actually
17 constructed at the Riley Stoker facility in
18 Erie?

19 A. Yes.

20 Q. Once the Riley Stoker package boiler was
21 shipped, was there any reason for a worker
22 to be exposed to asbestos during the
23 installation of that package boiler?

24 A. No.

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1 MR. NEMEROFF: Objection.

2 Q. Was -- or were all of the asbestos-
3 containing components of the package boiler
4 covered at the time they left Riley Stoker?

5 A. Yes.

6 Q. Did Riley Stoker manufacture or market
7 boilers or equipment for maritime purposes?

8 A. No.

9 Q. By that I mean for use onboard ships?

10 A. No.

11 Q. You mentioned a number of individuals who
12 were erectors. What would an erector do?

13 A. He would be in charge of the erection of
14 that boiler. He would hire the people to
15 work on the boiler and manage the size of
16 the work force.

17 Q. For these boilers that were field-erected,
18 would some of those be erected by the
19 customer and some erected by Riley Stoker
20 pursuant to a contract?

21 A. Yes.

22 Q. When Riley Stoker would be responsible for
23 the erection, would they send a crew of
24 workers from Worcester, or would they just

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1 hire people locally to work with the
2 erector?

3 MR. NEMEROFF: Objection.

4 A. The people were hired locally.

5 Q. Are you aware, sir, of any individual who
6 worked at the Riley Stoker equipment
7 manufacturing facilities who developed an
8 asbestos-related disease?

9 A. No.

10 MR. NEMEROFF: Objection.

11 Q. Of all the workers that did work
12 constructing package boilers for Riley
13 Stoker, do you know of any of those
14 individuals who have developed an asbestos-
15 related condition?

16 MR. NEMEROFF: Objection.

17 A. Not that I know of.

18 Q. Was it ever your job, sir, to serve on any
19 of the erection crews?

20 A. No.

21 Q. What type of companies would generally be
22 the purchasers of boilers or other equipment
23 from Riley Stoker?

24 A. The utility companies, refineries, the

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1 papermaking industry. Those would probably
2 be the main customers.

3 Q. The purchasers of equipment from Riley
4 Stoker, would they tend to be larger, more
5 sophisticated companies?

6 MR. NEMEROFF: Objection. Calls
7 for speculation.

8 A. Would you repeat that?

9 Q. Sure. The customers who would purchase
10 boilers and related equipment from Riley
11 Stoker, would they tend to be larger, more
12 sophisticated-type companies?

13 MR. NEMEROFF: Objection. Calls
14 for speculation. Calls for a conclusion
15 that he's certainly not qualified to render.

16 A. Yes, there were large utility companies.

17 MR. ELLISTON: I need to place an
18 objection to the argument on the record.
19 Now you can answer the question.

20 MR. NEMEROFF: Counsel, you're
21 doing a direct examination right now which
22 basically means we're --

23 A. We had some big customers, utility
24 companies.

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1 MR. NEMEROFF: (Unintelligible.)

2 THE REPORTER: You need to repeat
3 that.

4 MR. NEMEROFF: I'm sorry, I was
5 talking to him (indicating).

6 BY MR. ELLISTON:

7 Q. I need to go back and ask you the question
8 because with the discussion by counsel I'm
9 not sure it's clear. Let me ask the
10 question again.

11 A. Okay.

12 Q. The customers that purchased boilers and
13 related equipment from Riley Stoker, did
14 they tend to be larger, more sophisticated
15 companies?

16 MR. NEMEROFF: Objection.

17 A. There were sophisticated companies, yes, and
18 there were some they were not as
19 sophisticated companies.

20 Q. The boilers once they were installed, would
21 they generate or create dust during normal
22 operation?

23 A. No, not that I know of.

24 MR. NEMEROFF: Objection.

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1 Q. When was Riley Stoker incorporated, sir?

2 A. 1925, I believe.

3 Q. When did Riley Stoker first open its doors
4 and begin operation?

5 A. Riley Stoker opened its doors in 1913 as a
6 stoker, as a builder of stokers.

7 Q. When did Riley Stoker first begin to
8 manufacture boilers?

9 A. When? In 1931 when they purchased the Baden
10 Hausen Corporation. Up to that point they
11 were all stokers.

12 Q. Sir, when the equipment is being erected in
13 the field, at what point during the
14 construction or erection process is the
15 insulation generally applied?

16 MR. NEMEROFF: Objection. Calls
17 for speculation. He's never seen it. No
18 foundation.

19 MR. ELLISTON: Excuse me. I object
20 to the argument of counsel on the record.
21 He's going beyond legal objections which he
22 knows is inappropriate.

23 Q. Now, answer the question, sir.

24 A. The insulation was applied last. When the

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1 boiler was built, it was the last item to...

2 Q. Sir, you indicated in your testimony that
3 Riley Stoker would use high temperature
4 block in connection with some of the
5 boilers. Do you know, sir, whether all of
6 that high temperature block contained
7 asbestos?

8 A. I don't know.

9 Q. You were also asked about various parts of
10 the boiler. Approximately how many parts or
11 components would a boiler have?

12 A. Hundreds, if not thousands.

13 Q. As part of your drawings and specifications
14 for a boiler, would you specify the brand of
15 insulation to be used?

16 A. No.

17 Q. Okay. Sir, I want to take you back to a few
18 of the exhibits that you were questioned
19 about, and let's start with Exhibit No. 6,
20 which appears to be some documents related
21 to a claim by Mr. Moreno. Have you seen
22 Exhibit 6 before today?

23 A. No, I have not.

24 Q. You were asked questions about the award

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1 made in that case, and you were asked to
2 read a paragraph from that document. Do you
3 recall that, sir?

4 A. Yes, I do.

5 Q. And would you simply read to yourself the
6 award referenced on that page.

7 A. Sure. (Witness complies.)

8 Q. Okay. Have you completed reading the award
9 section?

10 A. Yes.

11 Q. From your review of that award section did
12 you see any reference to an award being made
13 against Riley Stoker?

14 A. I did not.

15 Q. Let's turn back in that same document to
16 Paragraph 2B. Read that Paragraph 2B to
17 yourself, please.

18 A. (Witness complies.)

19 Q. Are you completed?

20 A. Yeah, this paragraph (indicating).

21 Q. Does Paragraph 2B indicate that Mr. Moreno
22 worked for Riley Stoker for a period of 31
23 days?

24 A. Yes.

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1 Q. Would you read Paragraph 5 from that same
2 document, sir.

3 A. Yes. (Witness complies.)
4 Yes.

5 Q. Does Paragraph 5, sir, indicate that the
6 claim against the defendants listed in
7 Paragraph 2 was barred?

8 A. Yes.

9 Q. And does Paragraph 2 include Riley Stoker?

10 A. I would suppose so.

11 MR. NEMEROFF: Objection.

12 Q. Does Paragraph 2B reference Riley Stoker
13 Corporation?

14 A. Yes, it does.

15 MR. NEMEROFF: Objection.

16 Q. From your review of that document, sir, did
17 you see any information concerning the
18 levels of exposure that Mr. Moreno had at
19 any time on any job?

20 MR. NEMEROFF: Objection.

21 A. I did not.

22 Q. Did you see any information in Exhibit 6,
23 sir, concerning whether Mr. Moreno was even
24 exposed to asbestos on his job with Riley

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1 Stoker?

2 MR. NEMEROFF: Objection.

3 A. I did not.

4 Q. Did you see, sir, in the award section of
5 Exhibit No. 6 that an award was actually
6 made against another company?

7 MR. NEMEROFF: Objection.

8 (Discussion off the record.)

9 A. No. Or did I read the wrong paragraph here?
10 I didn't read that one.

11 Q. Did you see language, sir, in the award
12 paragraph that an award was made in favor of
13 Mr. Moreno against a specific employer's
14 insurance company?

15 MR. NEMEROFF: Objection.

16 A. Yes. I read the wrong paragraph.

17 Q. Does that document, from your review, sir,
18 make any reference to the type of work that
19 Mr. Moreno did on boilers?

20 MR. NEMEROFF: Objection.

21 A. I haven't seen it, but I haven't read this
22 whole...

23 Q. Okay. Have you ever met Mr. Moreno?

24 A. No, I have not.

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1 Q. Do you know anything at all about Mr.

2 Moreno --

3 A. No.

4 Q. -- other than what you read in Exhibit 6?

5 A. No, I don't, besides just what I see here.

6 Q. Looking at Exhibit 8, there is the -- one of

7 the documents there refers to Mr. Lewis

8 Munger; is that correct?

9 A. Yes.

10 Q. Did you know Mr. Munger?

11 A. No.

12 Q. Do you know anything at all about Mr.

13 Munger?

14 A. No, I don't.

15 Q. From Exhibit No. 8, is there an indication,

16 sir, as to the amount of time and time

17 period that Mr. Munger worked for Riley

18 Stoker?

19 A. Yes.

20 Q. And would that period be, according to

21 Exhibit 8, June 9, 1952 through August 15,

22 1952?

23 A. Yes.

24 Q. Have you seen any information, sir, or did

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1 you see any information in Exhibit No. 7 or
2 8 about the levels of exposure to dust that
3 Mr. Munger would have had on any job he had
4 with Riley Stoker between June 9, 1952 and
5 August 15, 1952?

6 A. No, I did not.

7 MR. NEMEROFF: Objection.

8 Q. From the review of Exhibit No. 7, sir, are
9 there six other employers listed?

10 A. Yes.

11 Q. What would you consider to be the primary
12 components of a boiler?

13 A. Pressure parts.

14 Q. What do you mean by "pressure parts"?

15 A. Pressure-containing vessels like tubes,
16 headers, drums, piping.

17 Q. What is the job of a boiler?

18 A. To generate steam.

19 Q. Is the insulation on the boiler necessary
20 for it to do its job, or is it to -- well,
21 strike that. Let me ask that a little
22 differently.

23 When you're designing a boiler, is it
24 important to you to determine the type of

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1 insulation other than whether it will meet
2 certain temperatures?

3 A. Yes. The insulation serves two purposes.
4 We had to think of the efficiency of a
5 boiler. If you let the heat escape, it's
6 not going to be very efficient. Secondly,
7 it also serves as personnel protection.

8 Q. When you say "personnel protection," you
9 mean to protect people that may be around it
10 from getting burned?

11 A. Yes.

12 Q. And the other purpose was to keep the heat
13 in; is that correct?

14 A. Yes.

15 Q. So as long as the insulation would do those
16 two things, it didn't matter to you whether
17 it contained asbestos or not; is that
18 correct?

19 A. That's correct.

20 Q. When the boilers were erected in the field,
21 would Riley Stoker sometimes purchase the
22 insulation to be placed on it and sometimes
23 the purchaser would actually purchase the
24 insulation?

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1 MR. NEMEROFF: Objection.

2 A. Riley Stoker would generally purchase the
3 insulation, but they would sublet the
4 insulation and sometimes be able to specify
5 the quantities, and there would be a
6 subcontract put out for bid.

7 Q. Let me make sure I understand that.

8 MR. NEMEROFF: Objection, leading.

9 MR. ELLISTON: I'll withdraw that.

10 Q. In a situation where Riley Stoker was not
11 going to do the erection itself, would Riley
12 Stoker purchase the insulation, or would the
13 erection company purchase the insulation?

14 MR. NEMEROFF: Objection.

15 A. Sometimes it could either be Riley Stoker or
16 it could be the insulation contractor that
17 bought the insulation.

18 Q. In situations where a Riley Stoker erector
19 was going to be on the job, would Riley
20 Stoker sometimes purchase the insulation,
21 and sometimes the customer would purchase
22 it?

23 A. Yes.

24 Q. Earlier in your testimony you were looking

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1 at some drawings for a package boiler, and
2 there was some discussion of asbestos
3 millboard. Would that asbestos millboard be
4 completely covered by metal lagging or a
5 metal covering?

6 MR. NEMEROFF: Objection.

7 A. Yes, steel casing.

8 Q. When you were specifying gaskets or packing
9 for the equipment, would you specify
10 asbestos-containing gaskets, or would you
11 specify gaskets that would take care of a
12 certain temperature?

13 A. For manholes and handholds it would be
14 specified on the drawings by size. As an
15 example, handholds would be specified as
16 3 1/2 by 4 1/2 handhold gaskets. The
17 manhole gaskets would be specified as
18 12-inch by 16-inch manhole gaskets.

19 Q. As a result of your 36 years' experience at
20 Riley Stoker, did you consider Riley Stoker
21 to be a safety-conscious company?

22 A. I certainly would.

23 MR. ELLISTON: I'll pass the
24 witness. Thank you, sir

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1 REDIRECT EXAMINATION

2

3 BY MR. NEMEROFF:

4 Q. Mr. Riddar, if I understood your testimony
5 earlier today, I asked you why you were
6 here, and you told us you were the person
7 with -- that you're going to testify
8 concerning the use of asbestos. Do you
9 remember that? Do you recall giving us that
10 testimony earlier today?

11 A. Yes. It's on the record, I suppose.

12 Q. Okay. So if you're the person that Riley
13 Stoker designated to talk about asbestos, I
14 want to ask you some questions about
15 asbestos. Can you please tell the jury the
16 different types of asbestos that there are?

17 A. I don't know.

18 Q. Well, how about tell us the types of
19 asbestos-containing products that existed in
20 the world in the 1950s or 1960s.

21 A. I don't know.

22 Q. How about the name brands of some of the
23 asbestos-containing products from the 1950s
24 or '60s or '70s?

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1 A. I don't know.

2 Q. Who was the biggest supplier of asbestos in
3 the 1950s, '60s or '70s?

4 A. I don't know.

5 Q. How about this: Block insulation is
6 something that's at issue in this case. Why
7 don't you tell the jury all the different
8 types of asbestos-containing block
9 insulation that was available to be
10 purchased in the 1950s '60s and '70s?

11 A. I don't know.

12 Q. How about calcium silicate; can you identify
13 for this jury the name brand of one
14 manufacturer or brand name of calcium
15 silicate?

16 A. We specified on the drawings calcium
17 silicate insulation. That's what took place
18 in that engineering department.

19 MR. NEMEROFF: Objection. Move to
20 strike.

21 Q. Sir, my question was very simple. Can you
22 please identify by name one company that
23 made calcium silicate? Tell me the name
24 brand since you're the person Riley Stoker

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1 designated to talk about asbestos use.

2 MR. ELLISTON: Objection, form.

3 Q. Give me the name of a calcium silicate
4 manufacturer. Can you do that?

5 A. I believe that most of the insulation
6 manufacturers made calcium silicate
7 insulation.

8 Q. Can you identify --

9 A. Pipe insulation.

10 Q. Can you tell me the name, the brand name of
11 one type of calcium silicate since you are
12 Riley Stoker's choice to talk about asbestos
13 products here?

14 MR. ELLISTON: Objection, form.

15 A. Philip Carey.

16 Q. Thank you. Any others?

17 A. No.

18 Q. You were asked questions about whether or
19 not an individual would have exposure to
20 asbestos when a boiler would be used, and I
21 would like to know, sir, what is your
22 training in industrial hygiene?

23 A. None.

24 Q. What is your training in taking air samples?

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1 A. None.

2 Q. What is your training in determining dust
3 release from a product that has asbestos in
4 it?

5 A. None.

6 Q. Please tell us all the tests that you have
7 personally done on asbestos-containing
8 products that allow you to draw any
9 conclusion about asbestos dust being
10 released?

11 MR. ELLISTON: Objection, form.

12 A. Have I drawn conclusions? I have not drawn
13 conclusions.

14 Q. Have you done any tests to draw conclusions?

15 A. No.

16 Q. Can you please share with us any documents
17 that you have seen on Riley Stoker
18 letterhead that show testing was done on
19 asbestos-containing products to show how
20 much dust would be released when products
21 were used.

22 MR. ELLISTON: Objection, form.

23 A. I haven't seen any.

24 Q. Can you please share with this jury how much

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1 asbestos dust one would find in the air even
2 if you can't see the dust visibly?

3 MR. ELLISTON: Objection, form.

4 A. I have no idea.

5 Q. You were asked questions about whether or
6 not anyone you knew at the manufacturing
7 facilities of Riley Stoker ever got
8 asbestosis, and you told us you didn't know
9 any; is that right?

10 A. That's right.

11 Q. But you also weren't shown the documents of
12 Mr. Munger and Mr. Moreno until today; isn't
13 that right?

14 MR. ELLISTON: Objection, form.

15 Q. Isn't that correct? Until today you had
16 never seen the claims against Riley Stoker
17 made by Mr. Munger or Mr. Moreno?

18 A. That's correct.

19 Q. So you don't know if there's one other, five
20 other, 10 other or 100 other claims that you
21 haven't been shown yet; isn't that correct?

22 MR. ELLISTON: Objection --

23 A. I don't know.

24 MR. ELLISTON: Please.

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1 THE WITNESS: I'm sorry.

2 MR. ELLISTON: Objection, form.

3 Q. You were asked questions about the erection
4 of boilers, and I want the jury to be clear.
5 Can you please tell this jury how many
6 boilers you personally helped erect?

7 MR. ELLISTON: Objection, form.

8 A. I can't recall.

9 Q. Have you actually erected boilers?

10 A. No, I have not.

11 Q. So when you were asked questions about the
12 erection of boilers, you're not basing that
13 upon personal experience, you're basing that
14 upon what people told you; is that correct?

15 MR. ELLISTON: Objection, form.

16 Q. Is that correct?

17 A. I have never personally erected a boiler,
18 yes, that is correct.

19 Q. Therefore, I'm asking, is it that you are
20 basing your conclusions about how boilers
21 are erected from what others have told you?

22 MR. ELLISTON: Objection, form.

23 A. The boilers are erected from the drawings
24 that we made in the engineering department.

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1 Q. I understand that. I'm talking about the
2 actual construction on the construction
3 project itself. You've never done that,
4 right?

5 A. No.

6 MR. ELLISTON: Objection, form.
7 Slow down.

8 THE WITNESS: Yes.

9 Q. And have you been on-site when boilers are
10 erected?

11 A. Yes.

12 Q. How many times?

13 A. I can't recall.

14 Q. One or two?

15 A. Yes.

16 Q. Three or four?

17 A. Yes.

18 MR. ELLISTON: Objection, form.

19 Q. Five?

20 MR. ELLISTON: Objection, form.

21 A. I can't recall.

22 Q. So we know it's as much as four, but we're
23 not sure if it's five or more?

24 MR. ELLISTON: Objection, form.

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1 A. Correct.

2 Q. And that's over 30-some-odd years of working
3 for Riley Stoker?

4 A. I've worked in the engineering department of
5 Riley Stoker.

6 Q. Fair enough. And as part of working in the
7 engineering department, your job was to sit
8 in a room, draw out the line drawings for
9 the construction of a boiler, pass those on
10 to others who would then build the boilers;
11 is that a fair statement?

12 A. Yes.

13 Q. You didn't purchase the asbestos for use on
14 a boiler, did you?

15 MR. ELLISTON: Objection, form.

16 A. No, I did not.

17 Q. And you weren't involved in telling anyone
18 which asbestos products to purchase for a
19 boiler construction; isn't that true?

20 A. I thought I had told you previously how we
21 specified the insulation.

22 Q. I understand that.

23 A. We purchased it.

24 Q. I understand that, sir, but I want to be

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1 clear, since we had some questions from your
2 counsel, that you were not involved in the
3 purchase of asbestos-containing products for
4 use in constructing boilers; isn't that
5 correct?

6 A. That's correct.

7 Q. And you didn't specify a particular type or
8 brand of asbestos-containing product to be
9 used on a boiler; isn't that correct?

10 A. That's correct.

11 Q. And, again, your job was to draw diagrams
12 that would then turn into the boilers out in
13 the field; is that right?

14 MR. ELLISTON: Objection, form.

15 A. Yes, the drawings were used in the
16 construction of the boiler.

17 Q. If you had to estimate how much time you
18 spent in the office drawing versus out of
19 the office observing the construction of
20 boilers, could you do that for us?

21 A. In what terms?

22 Q. Well, would 99 percent of your time have
23 been spent drawing the diagrams like we've
24 seen here today and a very small percentage

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1 being out in the field or somewhere --

2 A. Yes.

3 Q. That's about right?

4 A. (No verbal response.)

5 Q. And, sir, at any given time -- withdraw
6 that.

7 And in 1972, sir, when you discovered
8 by chance that OSHA was regulating asbestos,
9 you didn't tell anybody at Riley Stoker
10 about that, did you?

11 A. I can't recall.

12 Q. Sir, would you agree with me that Riley
13 Stoker manufactured, designed and marketed
14 boilers with asbestos as a component part?

15 MR. ELLISTON: Objection, form.

16 A. We designed, manufactured and erected
17 boilers.

18 Q. Sir, am I correct that Riley Stoker
19 manufactured, designed and marketed boilers
20 with asbestos as a component part?

21 MR. ELLISTON: Objection, form.

22 A. They were not part of the components in the
23 boiler. In the case of field-erected
24 boilers, the insulation was supplied in the

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1 field.

2 Q. Any gaskets? Were they not marketed to be
3 erected in the field and to have insulation
4 of which asbestos gaskets would be a part?

5 A. They were not part of the boiler. They were
6 applied in the field.

7 Q. Let me break it down, then. Did Riley
8 Stoker manufacture boilers with asbestos as
9 a component part?

10 MR. ELLISTON: Objection, form.

11 A. We have just gone through the MH boiler,
12 which was a shop-fabricated boiler.

13 Q. So when it comes to package boilers, Riley
14 Stoker, in fact, manufactured, designed and
15 sold boilers with asbestos as a component
16 part?

17 MR. ELLISTON: Objection, form.

18 A. They sold boilers with insulation on them.

19 Q. Including asbestos gaskets, asbestos
20 millboard and other asbestos products?

21 A. Yes.

22 Q. And for the field-erected boilers, at
23 times -- and I think you testified earlier,
24 a fair amount of times when Riley Stoker

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1 field-erected boilers, they would, through
2 purchasing, bring asbestos-containing
3 products to the job site, including
4 insulation, and install them there; is that
5 correct?

6 A. Sometimes.

7 Q. You were asked questions about calcium
8 silicate and whether or not you knew if it
9 was asbestos-containing or not. When we
10 look at Exhibit No. 10, Mr. Mencow stated,
11 quote, "Calcium silicate insulation does,"
12 and he underlined it, "contain asbestos
13 fiber. I believe this is factual regardless
14 of manufacturer or trade name," closed
15 quote.

16 Did I read that correctly?

17 A. Yes.

18 Q. But you, the Riley Stoker person designated
19 to talk about asbestos use, you don't know
20 what's in calcium silicate?

21 MR. ELLISTON: Objection, form.

22 A. This is the first time I've seen this --

23 Q. How many documents --

24 A. -- memo.

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1 Q. I'm sorry. How many documents has Riley
2 Stoker shown you prior to today's deposition
3 to get you ready to testify here?

4 MR. ELLISTON: Objection,
5 privileged. I instruct you not to answer.

6 MR. NEMEROFF: I'll withdraw that
7 question.

8 Q. Sir, have you seen any of the documents that
9 I showed you today before today?

10 MR. ELLISTON: Objection, form.

11 A. No.

12 Q. This is the first time?

13 A. Yes.

14 Q. And you gave your first deposition for Riley
15 Stoker in the context of asbestos cases in
16 1995, some six years ago; is that correct?
17 Is that right?

18 A. Yes.

19 Q. And with respect to Mr. Munger and Mr.
20 Moreno, whether or not awards were paid,
21 whether or not Riley Stoker was found
22 responsible, whether or not -- whatever
23 conclusions are drawn, in 1948 Riley Stoker
24 was brought into a case by a worker claiming

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1 exposure to asbestos and an asbestos disease
2 as a result; isn't that true?

3 MR. ELLISTON: Objection, form.

4 Q. That's what he claimed?

5 MR. ELLISTON: Objection, form.

6 A. I don't know anything about the case except
7 what I've seen here (indicating).

8 Q. And from what you've seen here, we've both
9 asked you questions about it, it seems that
10 Mr. Moreno in 1948 got an asbestos-related
11 disease from exposure to asbestos dust --

12 MR. ELLISTON: Objection, form.

13 Q. -- is that right?

14 A. Did it say that?

15 Q. Would you like to take another shot at
16 reading it?

17 A. Yes, I would.

18 Q. It's the first paragraph of the award.

19 (Witness reviews document.)

20 A. Now would you re --

21 Q. And my question is, regardless of what award
22 or conclusions were drawn, Mr. Moreno
23 brought a claim against a number of
24 companies for his injury that he claimed

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1 asbestosis as a result of breathing in
2 asbestos dust; isn't that correct?

3 MR. ELLISTON: Objection, form.

4 A. Riley Stoker -- I'm here to answer on behalf
5 of Riley Stoker. I don't see him having
6 inhaled Riley Stoker asbestos.

7 Q. But clearly if the question is when would
8 somebody know that breathing in asbestos
9 dust can cause asbestosis, by 1948 when
10 Riley Stoker got that claim, that would have
11 been the first indication that that could be
12 a problem.

13 MR. ELLISTON: Objection, form.

14 A. I didn't know about it. I didn't work at
15 Riley Stoker in 1948.

16 Q. Fair enough, sir.

17 MR. NEMEROFF: That's all I have
18 for you. Thank you.

19 MR. ELLISTON: We're done.

20 (Whereupon the deposition was
21 adjourned at 4:50 p.m.)

22

23

24

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1 ATTACH TO THE DEPOSITION OF HAROLD Z. RIDDAR
 2 CASE: BURTON -VS- U.S. GYPSUM
 AND RELATED CASES

3 ERRATA SHEET

4 INSTRUCTIONS: After reading the transcript
 5 of your deposition, note any change or
 6 correction to your testimony and the reason
 7 therefor on this sheet. DO NOT make any
 8 marks or notations on the transcript volume
 itself. Sign and date this errata sheet
 (before a Notary Public, if required).
 Refer to Page 217 of the transcript for
 errata sheet distribution instructions.

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20
 21 I have read the foregoing transcript
 22 of my deposition and except for any
 23 corrections or changes noted above, I hereby
 24 subscribe to the transcript as an accurate
 record of the statements made by me.

 HAROLD Z. RIDDAR DATE

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1 In the District Court

2 298th Judicial District

3 I, Jessica L. Williamson, Registered,
4 Professional Reporter, Certified Realtime
5 Reporter and Notary Public in and for the
6 Commonwealth of Massachusetts, do hereby
7 certify that HAROLD Z. RIDDAR, the witness
8 whose deposition is hereinbefore set forth,
9 was duly sworn by me and that such
10 deposition is a true record of the testimony
11 given by the witness.

12 I further certify that I am neither
13 related to or employed by any of the parties
14 in or counsel to this action, nor am I
15 financially interested in the outcome of
16 this action.

17 In witness whereof, I have hereunto set
18 my hand and seal this 18th day of February,
19 2002.

20

21

22 _____
Jessica L. Williamson, RPR, CRR

23 Notary Public, CSR No. 138795

24 My commission expires: 12/27/2002

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1 DEPONENT'S ERRATA SHEET
2 AND SIGNATURE INSTRUCTIONS
3

4 The original of the Errata Sheet has
5 been delivered to Gary D. Elliston, Esq.

6 When the Errata Sheet has been
7 completed by the deponent and signed, a copy
8 thereof should be delivered to each party of
9 record and the ORIGINAL delivered to Richard
10 I. Nemeroff, Esq. to whom the original
11 deposition transcript was delivered.
12

13 INSTRUCTIONS TO DEPONENT
14

15 After reading this volume of your
16 deposition, indicate any corrections or
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