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EXHIBIT N

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MADELINE L. BUTY [SBN 157186]
DREXWELL M. JONES [SBN 221112]
BUTY & CURLIANO LLP
555 - 12th Street, Suite 1280
Oakland, CA 94607
Tel: 510.267.3000
Fax: 510.267.0117
Email: mlb@butycurliano.com
dmj@butycurliano.com

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Attorneys for Defendant
PACCAR INC

THE SIMMONS FIRM

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES -- UNLIMITED JURISDICTION

ORA PRINCE, individually and as successor-in-
interest to JESSIE PRINCE, JR., deceased; and
SHERRY BEVERLY, as legal heir to JESSIE
PRINCE, JR., deceased,

Plaintiffs,

v.

A.W. CHESTERTON COMPANY, *et al.*,

Defendants.

No. BC 453377

PACCAR INC'S RESPONSES TO
PLAINTIFFS' STANDARD FRICTION
INTERROGATORIES, SET ONE

Action Filed: January 20, 2011
Trial Date: None Set

PROPOUNDING PARTY: ORA PRINCE, individually and as successor-in-interest to
JESSIE PRINCE, JR., deceased; and SHERRY BEVERLY,
as legal heir to JESSIE PRINCE, JR., deceased

RESPONDING PARTY: Defendant PACCAR INC

SET NUMBER: One

PACCAR Inc ("PACCAR") hereby responds to Plaintiffs' Standard Friction Interrogatories,
Set One, solely on behalf of its unincorporated truck divisions, which are the subject of the claims
asserted against it in this litigation.

PRELIMINARY STATEMENT

These responses are provided only for those products to which Plaintiffs' have alleged
exposure. These responses are based on an ongoing review of PACCAR's documents and
information obtained from ongoing discussions with various PACCAR personnel. Much of the

1 information requested dates back many years and is difficult or impossible to reconstruct or
2 retrieve. Therefore, PACCAR reserves the right to amend these responses if more information
3 becomes available.

4 PACCAR prepared these responses with the assistance of counsel. No single employee,
5 officer, or agent of PACCAR has first-hand knowledge regarding each and every response. The
6 person signing these responses does so to satisfy whatever requirements may exist under the
7 applicable rules regarding verification. That person is informed and believes that the information
8 known as of the date of his signature supports the responses below.

9 GENERAL OBJECTIONS

10 To the extent these interrogatories seek corporate "knowledge", it is impossible for
11 PACCAR to set forth the collective knowledge of all of its past or present employees. PACCAR
12 reserves the right to revise, correct, supplement and/or amend its responses to provide information
13 discovered subsequent to the responses contained herein. To preserve its objections, PACCAR
14 asserts the following objections and incorporates each by reference into each and every response to
15 plaintiffs' interrogatories set forth herein:

16 A. PACCAR asserts the right to object on the grounds of competency, privilege,
17 relevancy, materiality, or any other proper ground, to the use of any said responses for any purpose,
18 in whole or in part, in any subsequent step or proceeding in this litigation.

19 B. PACCAR asserts the right to object on any other ground to other interrogatories or
20 other discovery procedures involving or relating to the subject matter of the interrogatories
21 answered herein.

22 C. PACCAR asserts the right to revise, correct, supplement, or clarify any of the
23 responses or objections set forth herein at any time, and PACCAR reserves the right to object to the
24 use of these responses at trial or any other proceeding as deemed necessary and appropriate by
25 PACCAR.

26 D. PACCAR objects to the plaintiffs' interrogatories to the extent that they involve
27 matters outside of the geographical area at issue in this litigation, and limits its responses to said
28 area.

1 E. Furthermore, these interrogatories ask PACCAR to disclose information – most of
2 which may no longer exist or may not be readily available – which is unrelated to the products
3 which particular plaintiffs allege they were exposed to in this litigation, and information which is
4 also unrelated to the locations at which any PACCAR product was allegedly used, the time period
5 during which any PACCAR product was allegedly in use at any alleged work site, or the time
6 periods during which exposure to a PACCAR product allegedly occurred. Thus, these
7 interrogatories seek information which is neither material nor relevant to the issues in this
8 litigation, are overly broad in time, scope and location, and are otherwise not reasonably calculated
9 to lead to the discovery of admissible evidence.

10 F. These interrogatories are oppressive and burdensome, and would require PACCAR
11 to undertake a massive and extraordinary document search, the results of which would have little to
12 no demonstrable bearing on this litigation in light of the alleged exposure. Moreover, many of
13 these interrogatories are not susceptible to a response because they request information which dates
14 back many years and is now virtually impossible for PACCAR to reconstruct or retrieve in its
15 entirety.

16 G. PACCAR objects to these interrogatories because they were propounded to harass
17 and coerce a settlement despite the lack, or complete absence of verifiable product identification,
18 and the lack of evidence of injury as a result of alleged exposure to, or use of, any product which
19 PACCAR may or may not have manufactured.

20 H. PACCAR objects to these interrogatories because they are propounded for an
21 additional improper purpose, namely as a “fishing expedition” for the purpose of obtaining
22 information that may be taken out of context by plaintiffs’ counsel to create allegations against
23 PACCAR where none may legitimately exist.

24 I. PACCAR is responding to these interrogatories solely on behalf of Peterbilt Motors
25 Company and Kenworth Truck Company, as Peterbilt and Kenworth trucks are the only PACCAR
26 products at issue in this case. PACCAR objects to these interrogatories as overly broad in that they
27 seek information from entities other than itself or its predecessors. As such, all references in the
28

1 interrogatories to "YOU", "YOUR COMPANY", and "THIS DEFENDANT" are assumed to refer
2 only to PACCAR's Peterbilt and Kenworth truck divisions.

3 J. PACCAR objects to each and every interrogatory that seeks production of any
4 information constituting a trade secret, confidential financial data or other confidential research,
5 development, or commercial information.

6 K. PACCAR objects on the basis that these interrogatories are argumentative because
7 they assume that a health hazard is created by the PACCAR products that may have incorporated
8 asbestos-containing component parts, which PACCAR denies.

9 L. PACCAR objects to the plaintiffs' interrogatories on the basis that they are vague
10 and ambiguous. Interrogatories relating to certain diseases fail to provide facts relating to the
11 amount of exposure, duration of exposure, fiber type in exposure, and latency period.

12 M. PACCAR objects to plaintiffs' interrogatories in that they tend to group together all
13 of the defendants in this litigation and are, therefore, overly broad, unduly burdensome, harassing,
14 and not calculated to lead to the discovery of relevant and material evidence.

15 N. PACCAR objects to each and every interrogatory that calls for either pure
16 speculation or legal conclusions on the part of PACCAR for its answers.

17 O. PACCAR objects to each and every interrogatory to the extent that it calls for a
18 medical conclusion beyond the scope of PACCAR's knowledge and/or capability.

19 P. PACCAR objects to each and every interrogatory that purports to impose any
20 obligations on it that are not set forth in the California Code of Civil Procedure.

21 Q. PACCAR objects to each and every interrogatory to the extent that it seeks
22 information protected by the attorney-client privilege and/or attorney work-product doctrines.

23 R. PACCAR objects to each and every interrogatory to the extent that it seeks
24 disclosure of information generated by persons other than PACCAR that has come into the
25 possession of PACCAR's counsel during the course of discovery and trial preparation in asbestos-
26 related litigation.

27 S. PACCAR objects to each and every interrogatory to the extent that it seeks
28 information for any period subsequent to decedent's alleged exposure.

1 T. PACCAR objects to each and every interrogatory to the extent that it seeks
2 information which is not under PACCAR's custody or control or which is within the public domain
3 or otherwise equally available to plaintiffs as it is to PACCAR.

4 Despite the objections which are preserved for the record, PACCAR is providing responses
5 to the interrogatories contained herein, to the best of its ability. Without waiving any of the
6 foregoing objections, PACCAR states as follows:

7 **RESPONSES TO INTERROGATORIES**

8 **INTERROGATORY NO. 1:**

9 With respect to the individual verifying these answers on your behalf, state the following:

- 10 (a) His or her name;
11 (b) His or her present business address; and
12 (c) His or her present job title.

13 **RESPONSE TO INTERROGATORY NO. 1:**

14 These responses are based on an ongoing review of PACCAR's documents and information
15 obtained from ongoing discussions with various PACCAR personnel. Much of the information
16 requested dates back many years and is difficult or impossible to reconstruct or retrieve. Therefore,
17 PACCAR reserves the right to amend these responses if more information becomes available.
18 PACCAR prepared these responses with the assistance of counsel. No single employee, officer, or
19 agent of PACCAR has first-hand knowledge regarding each and every response. The person
20 signing these responses does so to satisfy whatever requirements may exist under the applicable
21 rules regarding verification. That person is informed and believes that the information known as of
22 the date of his signature supports the responses below. Rod Curbo, Product Safety & Compliance
23 Manager, will verify these discovery responses.

24 **INTERROGATORY NO. 2:**

25 Please state whether or not you are a corporation, and if so, state:

- 26 (a) Your correct corporate name;
27 (b) Your state of incorporation;
28 (c) The date of your incorporation;

1 (d) The address of your principal place of business; and
2 (e) Whether or not you have ever held a certificate of authority to do business in
3 the state of California, and if so, the inclusive dates of each certificate.

4 **RESPONSE TO INTERROGATORY NO. 2:**

5 Yes.

6 (a) PACCAR Inc;
7 (b) Delaware;
8 (c) 1971;
9 (d) 777 106th Avenue, Bellevue, Washington 98004;
10 (e) PACCAR has been registered to do business in the State of California since
11 January 20, 1972.

12 **INTERROGATORY NO. 3:**

13 Have you ever manufactured, sold or distributed asbestos-containing automotive friction
14 products under any other corporate name? If so, please state each such name and the time during
15 which you were so known or identified.

16 **RESPONSE TO INTERROGATORY NO. 3:**

17 PACCAR is responding to these interrogatories on behalf of its unincorporated truck
18 divisions Peterbilt Motors Company and Kenworth Truck Company. Since the time of
19 Kenworth's acquisition in 1945, it has manufactured Kenworth brand trucks. Since the time of
20 Peterbilt's acquisition in 1958, it has manufactured Peterbilt brand trucks.

21 Kenworth and Peterbilt did not manufacture "asbestos-containing automotive friction
22 products," as PACCAR understands that term. Although Kenworth and Peterbilt incorporated
23 certain friction components into their trucks, those components were always manufactured by
24 unrelated third-parties. PACCAR did not specify the use of asbestos in these friction components.
25 Moreover, PACCAR did not know the formulation or chemical composition of those components,
26 as such information was the proprietary trade secret of the products' manufacturers. If those
27 products contained asbestos at some point in time, it was because the component manufacturers
28 independently determined that asbestos was a necessary part of the formulation to achieve

1 federally-mandated performance specifications. Accordingly, PACCAR is unable to accurately
2 state when component manufacturers first started utilizing asbestos in their products.

3 **INTERROGATORY NO. 4:**

4 Since 1930, have you controlled , purchased, or in any way acquired any interest of five
5 percent or greater in any company which has mined, manufactured, produced, processed,
6 compounded, sold, supplied, distributed and/or otherwise placed asbestos-containing automotive
7 friction products in the stream of commerce, and if so, state:

- 8 (a) The name and address of said company;
9 (b) The dates you controlled, purchased or acquired any such interest; and
10 (c) Set forth the nature of the business as it pertains to such products.

11 **RESPONSE TO INTERROGATORY NO. 4:**

12 Defendant objects to this interrogatory on the grounds that it is vague and ambiguous.
13 Neither Peterbilt Motors Company nor Kenworth Truck Company has acquired an interest in such a
14 company. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture
15 asbestos-containing products; rather, they assembled and sold heavy duty trucks. These vehicles
16 included, among other components, axles, transmissions, and engines that were manufactured by
17 various component suppliers. PACCAR is informed and believes that some of these pre-assembled
18 component parts may have, at various points in time, incorporated brakes, clutches, and gaskets that
19 contained some form of encapsulated chrysotile.

20 These products were at all times manufactured by, and obtained from, various component
21 part suppliers that are unrelated to PACCAR. PACCAR did not specify the use of asbestos in these
22 component parts. Moreover, PACCAR did not know the formulation or chemical composition of
23 these component parts, as such information was the proprietary trade secret of the products'
24 manufacturers. If those products contained asbestos at some point in time, it was because the
25 component manufacturers independently determined that asbestos was a necessary part of the
26 formulation to achieve federally-mandated performance specifications.

27 PACCAR acquired Kenworth Truck Company in 1945 and Peterbilt Motors Company in
28 1958.

1 **INTERROGATORY NO. 5:**

2 Since 1930, did you have an ownership interest of five percent or greater in a company that
3 either mines, produces, or sells raw asbestos fiber? If the answer is in the affirmative, state the
4 following:

- 5 (a) The name of such corporation or entity;
6 (b) The date of incorporation or charter;
7 (c) The state or country of incorporation;
8 (d) Each such ownership interest owned in each corporation, setting forth any change in
9 interest;
10 (e) The date such interest was acquired;
11 (f) The date of formation of such corporation or entity;
12 (g) The date such interest changed or terminated, if applicable;
13 (h) The name and location of each asbestos mine so owned; and
14 (i) The grade and type of asbestos mined at each mine.

15 **RESPONSE TO INTERROGATORY NO. 5:**

16 No.

17 **INTERROGATORY NO. 6:**

18 Please state whether you have ever engaged in the following activities with regard to raw
19 asbestos fiber since 1930, and if so, please state the inclusive dates of such activity:

- 20 (a) Mining;
21 (b) Milling;
22 (c) Supplying;
23 (d) Importing for sale or distribution as raw asbestos fiber;
24 (e) Processing for sale or distribution as raw asbestos fiber;
25 (f) Distributing;
26 (g) Marketing, or
27 (h) Selling.

28 ////

1 **RESPONSE TO INTERROGATORY NO. 6:**

2 Not applicable.

3 **INTERROGATORY NO. 7:**

4 If the answer to interrogatory No. 6 regarding "raw asbestos fiber" is yes, please state the
5 following:

6 (a) The trade, brand name and generic name of such raw asbestos fiber mined, milled,
7 supplied, distributed, processed, imported, labeled, or marketed in any form or quantity between
8 1930 and 1986;

9 (b) The dates(s) in regard to each such raw asbestos fiber you:

10 (i) began engaging in each activity with respect to raw asbestos fiber;

11 (ii) ceased each activity with respect to raw asbestos fiber;

12 (iii) began marketing raw asbestos fibers; and

13 (iv) recalled it from the market, if ever.

14 (c) A description of the type and grade of the raw asbestos fiber:

15 (d) A description of the physical appearance and nature of each such raw asbestos fiber,
16 including any color coding, distinctive marketing or logo;

17 (e) A detailed description of the intended uses of each type and grade of raw asbestos
18 fiber, including any limits for each use;

19 (f) The name and address of the suppliers of the raw asbestos fibers to you;

20 (g) Describe all records which set forth any of the foregoing information sufficiently to
21 identify them for discovery purposes and identify the custodian (giving name and address) of each
22 such record.

23 **RESPONSE TO INTERROGATORY NO. 7:**

24 Not applicable.

25 **INTERROGATORY NO. 8:**

26 Did you, or any of your predecessors in interest, manufacture brake shoes, brake blocks,
27 brake pads, brake linings, brake bands, clutch facings, or clutch plates which contained asbestos for
28

1 the following uses at any time since 1930? If yes, please identify the products you manufactured
2 and the use or uses for which you manufacture the product.

- 3 (a) Automobiles/light duty trucks;
- 4 (b) Heavy duty trucks;
- 5 (c) Trailers and/or;
- 6 (d) Buses/coaches.

7 **RESPONSE TO INTERROGATORY NO. 8:**

8 Defendant is not a manufacturer of brake or clutch components.

9 **INTERROGATORY NO. 9:**

10 For each type of asbestos-containing product identified in response to Interrogatory No. 8,
11 please state:

- 12 (a) The trade, brand and generic name by which the product was known since 1930;
- 13 (b) The date(s) you:
 - 14 (i) began manufacturing the product;
 - 15 (ii) began marketing the product;
 - 16 (iii) ceased to manufacture the product;
 - 17 (iv) recalled the product from the market, if ever, as a result of asbestos-related health
18 concerns, if any.
- 19 (c) A description of the type and grade of raw asbestos fiber in the asbestos-containing
20 product, and the range of asbestos fiber by percentage of weight in each such asbestos-containing
21 product since 1930;
- 22 (d) A general description of the physical appearance and nature of each type of
23 asbestos-containing product, including any generally used method of identification of the product
24 such as distinctive markings, and/or logos and the dates, inclusive, during which they appeared;
- 25 (e) The names and address of the suppliers of the raw asbestos fiber used in each type of
26 asbestos-containing product, and the time period of supply;
- 27 (f) The purpose for the inclusion of asbestos in each type of asbestos-containing
28 product (i.e., binding agent, fire retardant, etc.);

1 (g) The type of shipping package, and the range of shipping package dimensions, and
2 the inclusive period of time during which you used each such container, package, or carton;

3 (h) A general description of any printed material or trademark appearing on each type of
4 container, package, or carton identified in (g) above, and the inclusive period of time during which
5 each such combination of printed material and trademark was used;

6 (i) A general description of any written instructions, wrapping, or printed insert, which
7 was, or is, placed in the container, package or carton with each such product, and the inclusive
8 period of time during which each written instruction, wrapping or printed insert was placed in the
9 container, package, or carton;

10 (j) Whether or not you have in your possession or under your control samples or
11 exemplars of (1) each container, package, or carton; (2) each printed material or trademark
12 appearing thereon; or, (3) each written instruction, wrapping or printed insert mentioned in your
13 responses to (g), (h) and (i) above;

14 (k) Did you place edge codes on the asbestos-containing products you manufactured,
15 and if so during what period of time?

16 **RESPONSE TO INTERROGATORY NO. 9:**

17 Not applicable.

18 **INTERROGATORY NO. 10:**

19 Did you or any of your predecessors in interest, sell or distribute any brake shoes, brake
20 blocks, brake pads, brake linings, brake bands, clutch facings or clutch plates which contained
21 asbestos for any of the uses listed below, at any time between 1930 and 1986? If yes, please
22 identify the products you distributed or sold and the use or uses for which you distributed or sold
23 the product.

24 (a) Automobiles/light duty trucks;

25 (b) Heavy duty trucks;

26 (c) Trailers and/or;

27 (d) Buses/coaches.

28 ////

1 **RESPONSE TO INTERROGATORY NO. 10:**

2 PACCAR incorporates its preliminary statement and general objections as though set out
3 here in full. PACCAR further objects to this Interrogatory on the basis that it is overly broad, not
4 limited in scope, vague, and confusing as drafted—without references to multiple products and
5 multiple categories of product. Additionally, PACCAR objects to the extent that this Interrogatory
6 is not relevant to the plaintiff, facilities, locations and/or circumstances at issue in this litigation,
7 and to the extent it seeks information not reasonably calculated to lead to the discovery of
8 admissible evidence.

9 Subject to and without waiving the foregoing objections: On occasion, Kenworth and
10 Peterbilt distributed component parts manufactured by unrelated component suppliers for use in
11 heavy duty trucks through their network of independently-owned authorized dealerships.
12 PACCAR is informed and believes that the sales of such items were minimal as such replacement
13 components were available—without a Peterbilt or Kenworth markup—to dealers and end-users
14 directly from the component suppliers or third party distributors.

15 Upon information and belief, PACCAR distributed some replacement brake linings
16 manufactured by Abex to its dealerships on a limited basis. PACCAR may have also distributed
17 some replacement clutches manufactured by Spicer to Peterbilt and/or Kenworth dealerships, but
18 this would have similarly been on a very limited basis. To PACCAR's knowledge, Abex and
19 Spicer were the only suppliers of replacement brake linings and clutches, respectively, to
20 PACCAR.

21 Furthermore, Kenworth and Peterbilt did not specify the use of asbestos in any of these
22 component parts. Kenworth and Peterbilt did not know the formulation or chemical composition of
23 these component parts, as such information was the proprietary trade secret of the products'
24 manufacturers. If those components contained asbestos at some point in time, it was because the
25 component manufacturers independently determined that asbestos was a necessary part of the
26 formulation to achieve federally-mandated performance specifications. Accordingly, PACCAR is
27 unable to accurately state when component manufacturers first started utilizing asbestos in their
28 products.

INTERROGATORY NO. 11:

For each type of asbestos-containing product identified in response to Interrogatory No. 10, please state:

(a) The trade, brand and generic name by which the product was known since 1930;

(b) The date(s) you:

(i) began selling or distributing the product;

(ii) ceased to sell or distribute the product;

(iii) recalled the product from the market, if ever, as a result of asbestos-related health concerns, if any.

(c) A description of the type and grade of raw asbestos fiber in the asbestos-containing product, and the range of asbestos fiber by percentage of weight in each such asbestos-containing product since 1930;

(d) A general description of the physical appearance and nature of each type of asbestos-containing product, including any generally used method of identification of the product such as distinctive markings, and/or logos and the dates, inclusive, during which they appeared. In the alternative to describing the markings and/or logos, please identify the manufacturer or distributor of each type of asbestos-containing product;

(e) The names and address of the suppliers of the raw asbestos fiber used in each type of asbestos-containing product, and the time period of supply;

(f) The purpose for the inclusion of asbestos in each type of asbestos-containing product (i.e., binding agent, fire retardant, etc.);

(g) The type of shipping package, and the range of shipping package dimensions, and the inclusive period of time during which you used each such container, package, or carton;

(h) A general description of any printed material or trademark appearing on each type of container, package, or carton identified in (g) above, and the inclusive period of time during which each such combination of printed material and trademark was used;

(i) A general description of any written instructions, wrapping, or printed insert, which was, or is, placed in the container, package or carton with each such product, and the inclusive

1 period of time during which each written instruction, wrapping or printed insert was placed in the
2 container, package, or carton;

3 (j) Whether or not you have in your possession or under your control samples or
4 exemplars of (1) each container, package, or carton; (2) each printed material or trademark
5 appearing thereon; or, (3) each written instruction, wrapping or printed insert mentioned in your
6 responses to (g), (h) and (i) above;

7 (k) Did you place edge codes on the asbestos-containing products you manufactured,
8 and if so during what period of time?

9 **RESPONSE TO INTERROGATORY NO. 11:**

10 Please see PACCAR's answer to Interrogatory No. 10.

11 **INTERROGATORY NO. 12:**

12 Did you sell or distribute any brake shoes, brake blocks, brake pads, brake linings, brake
13 bands, clutch facings or clutch plates which contained asbestos to any of the companies or entities
14 listed below, at any time since 1930? If yes, please identify the products and the use or uses for
15 which you distributed or sold the product.

16 (a) Automobile/truck manufacturers;

17 (b) Private brand account customers within Los Angeles County;

18 (c) Aftermarket or replacement parts retailers within Los Angeles County;

19 (d) Warehouse distributors who distribute the product under your name within Los
20 Angeles County; and/or

21 (e) Retailers who sold the product under your name within Los Angeles County.

22 **RESPONSE TO INTERROGATORY NO. 12:**

23 Defendant objects to this interrogatory on the grounds that it is compound and confusing as
24 drafted. Defendant is not a manufacturer of asbestos containing friction component parts. On
25 occasion, defendant distributed brake and clutch components through Kenworth and Peterbilt's
26 network of independently-owned authorized dealerships. PACCAR is informed and believes that
27 the sales of such items were minimal because dealers and end-users could avoid paying a Kenworth
28 and Peterbilt markup on these components by simply purchasing them directly from the brake and

clutch manufacturers themselves or from third party distributors. Defendant did not sell to private brand account customers or after market retailers within Los Angeles County, as PACCAR understands those terms.

INTERROGATORY NO. 13:

If you answered yes to Interrogatory No. 12, please provide the name and address of each entity or company to whom you sold or distributed the product and the inclusive dates of sale or distribution.

RESPONSE TO INTERROGATORY NO. 13:

See Response to Interrogatory No. 12.

INTERROGATORY NO. 14:

If you entered into any agreements since 1930 for the rebranding of asbestos-containing automotive friction products manufactured, sold, distributed, or supplied by another company for resale or distribution by you, within Los Angeles County, describe the parties to the agreement, the duration of the agreement, and the names of each product covered by each agreement.

RESPONSE TO INTERROGATORY NO. 14:

Defendant objects to this interrogatory on the grounds it is vague, ambiguous and overbroad. Without waiving said objections, defendant responds: PACCAR has not located any rebranding agreements at this time. Discovery is continuing.

INTERROGATORY NO. 15:

Did you purchase or acquire any of the raw asbestos you used, processed, manufactured, supplied, distributed, labeled or sold from the General Services Administration, or any branch or agency of the United States government since 1930? If yes state:

- (a) The name and address of the agency which supplied the asbestos;
- (b) The grade and type of the asbestos purchased or acquired;
- (c) The quantities of each type of asbestos purchased or acquired annually from 1930?
- (d) The means of packaging; and
- (e) Any health warnings which accompanied each shipment of asbestos, and indicate when the warnings were first made.

1 **RESPONSE TO INTERROGATORY NO. 15:**

2 Not applicable.

3 **INTERROGATORY NO. 16:**

4 As to each asbestos-containing product listed in your preceding answers to these
5 interrogatories, did you put on such asbestos-containing automotive friction product or its container
6 any warning of a potential hazard to health resulting from use of exposure to such product? If so,
7 state:

8 (a) Each warning with particularity, including generally, the size, color, location, or
9 other content; whether the warning was on the product or the product's container, or on a tag which
10 accompanied the product;

11 (b) The inclusive dates during which you used each such warning on each of your
12 asbestos-containing automotive friction products;

13 (c) All changes you made in each warning, and the date of such changes;

14 (d) Identify the name and addresses of your custodian of records who presently has
15 possession of samples, photographs or documents depicting the above warnings.

16 **RESPONSE TO INTERROGATORY NO. 16:**

17 Defendant objects to this interrogatory on the grounds that it lacks foundation and is vague,
18 ambiguous and overbroad. Without waiving said objections, defendant responds: Defendant is not
19 a manufacturer of asbestos-containing automotive friction component parts. PACCAR's Kenworth
20 and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products;
21 rather, they assembled and sold heavy duty trucks. These vehicles included, among other
22 components, axles, transmissions, and engines that were manufactured by various component
23 suppliers. PACCAR is informed and believes that some of these pre-assembled component parts
24 may have, at various points in time, incorporated brakes, clutches, and gaskets that contained some
25 form of encapsulated chrysotile.

26 These products were at all times manufactured by, and obtained from, various component
27 part suppliers that are unrelated to PACCAR. PACCAR did not specify the use of asbestos in these
28 component parts. Moreover, PACCAR did not know the formulation or chemical composition of

1 these component parts, as such information was the proprietary trade secret of the products'
2 manufacturers. If those products contained asbestos at some point in time, it was because the
3 component manufacturers independently determined that asbestos was a necessary part of the
4 formulation to achieve federally-mandated performance specifications.

5 Further answering without waiving objection: Kenworth and Peterbilt provided service
6 literature authored by their component suppliers to dealers and customers. Specifically, Kenworth
7 and Peterbilt provided their dealers with master shop manuals that were comprised of a series of
8 three-ring binders which included component supplier service manuals. Kenworth and Peterbilt
9 also made these master shop manuals available to end-users for purchase. Additionally, Kenworth
10 and Peterbilt provided individual component supplier manuals inside the glove compartments or
11 sleeper compartments of their trucks. These manuals would correspond to the particular
12 components specified by the end-user for a given truck. Upon information and belief, some of these
13 component service manuals would have contained asbestos warnings starting in the 1970s.
14 PACCAR has located a 1978 Rockwell brake maintenance manual containing such a warning.

15 **INTERROGATORY NO. 17:**

16 Identify all of this defendant's present and former executives, officers, or other managerial
17 employees who have been deposed by plaintiffs in cases involving automotive repair workers or
18 their heirs who are suing or have sued you for illnesses or injuries allegedly caused, in whole or in
19 part, by exposure to asbestos dust allegedly created by your asbestos-containing automotive friction
20 products. Identify the name of the case, the court of filing, the court docket number, and the date of
21 the deposition.

22 **RESPONSE TO INTERROGATORY NO. 17:**

- 23 A. Malvin Rivenbark & Mary Ann Rivenbark v. Fireboard Corp, et al.
24 B. Alameda County, CA
25 C. Case No. 711462-9
26 D. August 26, 1993;
27 A. Richard Johnston v. Bondex International, Inc.
28 B. King County, Washington;

- 1 C. Case No. 08-2-03325-2SEA
2 D. December 23, 2008;
3 A. Willie and Betty Martin v. A.W. Chesterton Company, et al.
4 B. Los Angeles County, CA
5 C. Case No. BC378790
6 D. April 28, 2009;
7 A. Marlene Goebel, et al. v. Bondex International, Inc. et al.
8 B. Los Angeles County, CA
9 C. Case No. BC390954
10 D. June 25, 2009;
11 A. Billy Johnson v. Advocate Mines
12 B. San Francisco County
13 C. Case No. CGC-10-275528
14 D. October 1, 2010 and November 9, 2010;
15 A. Chester E. Morrison and Dianne Morrison v. Alfa Laval, Inc., et al.
16 B. Los Angeles County
17 C. Case No. BC441029
18 D. February 24, 2011;
19 A. Terrance Obney v. Ak Steel Corporation, et al.
20 B. Allegheny County, PA
21 C. Case No. 10-017444
22 D. August 30, 2011.

23 **INTERROGATORY NO. 18:**

24 Since 1930, did you purchase or otherwise acquire any asbestos-containing automotive
25 friction product line from another company? If so, please state for each product line:

- 26 (a) The date of the contract of sale or acquisition;
27 (b) If you will do so without a motion to product, attach a copy of each agreement to
28 your answers;

- 1 (c) The trade, brand and generic name of each friction product line acquired;
- 2 (d) The name of the company from whom you purchased each such asbestos-containing
- 3 friction product line;
- 4 (e) The location of any asbestos-containing friction product manufacturing facilities
- 5 acquired, and the type of products manufactured therein.

6 **RESPONSE TO INTERROGATORY NO. 18:**

7 Defendant objects to this interrogatory on the grounds that it is vague, ambiguous and

8 overbroad. To the extent that this interrogatory seeks information that relates to manufacturers of

9 brake and clutch or other component parts, then this interrogatory is not applicable to the

10 responding party as PACCAR never manufactured those component parts.

11 **INTERROGATORY NO. 19:**

12 At any time from 1930 to the present, have you had insurance against liability for the

13 design, manufacture, distribution, and sale of asbestos-containing friction products?

14 **RESPONSE TO INTERROGATORY NO. 19:**

15 Defendant objects to this interrogatory on the grounds it is vague, ambiguous, overbroad

16 and calls for a legal conclusion. Without waiving said objections, defendant responds: over the

17 years, PACCAR has carried various types of insurance. As to whether any such policies would

18 cover the claims asserted herein is unknown to this defendant at this time.

19 **INTERROGATORY NO. 20:**

20 If so, state:

- 21 (a) The name and address of each insurance company;
- 22 (b) The date and number of each policy;
- 23 (c) The limits of each policy, including the deductible;
- 24 (d) The name, address and company position of the person who had custody of each
- 25 policy.

26 **RESPONSE TO INTERROGATORY NO. 20:**

27 Please see PACCAR's answer to Interrogatory No. 19.

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1 **INTERROGATORY NO. 21:**

2 Has any workers' compensation claim ever been made against you alleging disability or
3 injuries arising out of exposure to asbestos dust at manufacturing, repair or maintenance facilities in
4 the Southern California area? If yes, please:

- 5 (a) Identify the date of the claim;
6 (b) Identify the jurisdiction where the claim was filed;
7 (c) Identify the case name and number;
8 (d) State the judgment rendered; and
9 (e) Identify the employer against whom the case was filed.

10 **RESPONSE TO INTERROGATORY NO. 21:**

11 Defendant objects to this interrogatory on the grounds that it is vague, ambiguous and
12 overbroad. Without waiving said objections, defendant responds: To defendant's current
13 knowledge, no.

14 **INTERROGATORY NO. 22:**

15 With respect to each product identified in your answers to interrogatory Nos. 9 and 11
16 above, please describe:

- 17 (a) The procedure, if any, which you recommended or used for installing the asbestos-
18 containing automotive friction product in the vehicle for which it was manufactured;
19 (b) The procedure, if any, which you recommended or used for removing the asbestos-
20 containing automotive friction product in the vehicle for which it was manufactured;
21 (c) Whether the procedure you recommended or used in the use, maintenance or
22 servicing of the asbestos-containing automotive friction product included:
23 (i) Grinding;
24 (ii) Arcing;
25 (iii) Beveling; or
26 (iv) Sanding.

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1 **RESPONSE TO INTERROGATORY NO. 22:**

2 PACCAR incorporates its preliminary statement and general objections as though set out
3 here in full. PACCAR further objects to this Interrogatory on the basis that it is overly broad, not
4 limited in scope, vague, and confusing as drafted—without reference to any particular product
5 and/or category of product. Additionally, PACCAR objects to the extent that this Interrogatory is
6 not relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and
7 to the extent it seeks information not reasonably calculated to lead to the discovery of admissible
8 evidence.

9 Further answering subject to objection, and upon information and belief, Peterbilt and
10 Kenworth distributed service literature relating to their heavy duty trucks at various points in time.
11 This material included service literature authored and published by the component manufacturers
12 regarding the installation, removal, and maintenance of their products. Accordingly, this
13 interrogatory is inappropriately directed to PACCAR and should, instead, be addressed to the
14 component part manufacturers, who are in a better position to provide information regarding their
15 recommendations for the installation, removal, and maintenance of their products.

16 **INTERROGATORY NO. 23:**

17 State the names and addresses of your chief medical officers from 1930 until present time,
18 listing the periods of time each such medical officer was employed by you, and in what capacity.

19 **RESPONSE TO INTERROGATORY NO. 23:**

20 Defendant objects to this interrogatory on the grounds it is vague, ambiguous, overbroad
21 and lacks foundation. Additionally, PACCAR objects to the extent that this Interrogatory is not
22 relevant to the Plaintiff, facilities, locations and/or circumstances at issue in this litigation, and to
23 the extent it seeks information not reasonably calculated to lead to the discovery of admissible
24 evidence. Without waiving said objections, and subject thereto, defendant responds:

25 PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture
26 asbestos-containing products; rather, they assembled and sold heavy duty trucks which may, during
27 certain periods of time, have had encapsulated asbestos containing products as sub-components.

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1 PACCAR has at various points in time employed a medical director. PACCAR is not able
2 to reconstruct with any particularity the details of any specific individual's employment. However,
3 PACCAR is informed and believes it employed Dr. J.M. Hughes as a medical director in 1984 and
4 Dr. Francis VonFeldt as a medical director from 1985 to 2000.

5 **INTERROGATORY NO. 24:**

6 Name the person in the corporate structure to whom the chief medical officer reports, also
7 giving that person's position or job title in the corporation.

8 **RESPONSE TO INTERROGATORY NO. 24:**

9 See response to Interrogatory No. 23.

10 **INTERROGATORY NO. 25:**

11 Please state the duties and responsibilities of the corporation's chief medical officer.

12 **RESPONSE TO INTERROGATORY NO. 25:**

13 See response to Interrogatory No. 23.

14 **INTERROGATORY NO. 26:**

15 Are you, or have you ever been, a member of the Friction Materials Standards Institute? If
16 so, please state the date you first became a member, and the inclusive years of your membership.

17 **RESPONSE TO INTERROGATORY NO. 26:**

18 To defendant's current knowledge, neither PACCAR nor its Kenworth and Peterbilt truck
19 divisions were corporate members of FMSI.

20 **INTERROGATORY NO. 27:**

21 Have any of your employees been members of the Health and Environmental Safety
22 Committee of the Friction Materials Standards Institute, or ever attended any meetings of such
23 committee? If so, please state their names, membership status, inclusive years of membership and
24 inclusive years of attendance at such meetings.

25 **RESPONSE TO INTERROGATORY NO. 27:**

26 Please see PACCAR's answer to Interrogatory No. 26.

27 *////*

28 *////*

1 **INTERROGATORY NO. 28:**

2 Have you received copies of transcribed minutes of the various committee meetings, general
3 meetings and Friction Materials Standards Institute Board of Director meetings within one year of
4 such meetings?

5 **RESPONSE TO INTERROGATORY NO. 28:**

6 To defendant's current knowledge, no.

7 **INTERROGATORY NO. 29:**

8 Have you ever been a member of the Industrial Hygiene Foundation or the Industrial Health
9 Foundation, and if so, please state the years inclusively of such membership.

10 **RESPONSE TO INTERROGATORY NO. 29:**

11 To defendant's current knowledge, neither PACCAR nor its Kenworth and Peterbilt truck
12 divisions were corporate members of IHF.

13 **INTERROGATORY NO. 30:**

14 State the names of all persons who have acted in the capacity of medical librarian for you
15 since 1930, give their current address, telephone number, and current position with the company.

16 **RESPONSE TO INTERROGATORY NO. 30:**

17 To defendant's current knowledge, defendant did not employ a medical librarian.

18 **INTERROGATORY NO. 31:**

19 Do you subscribe to the United States Public Health Service Bulletin? If so, please state the
20 date when you first so subscribed to the Public Health Service Bulletin.

21 **RESPONSE TO INTERROGATORY NO. 31:**

22 To defendant's current knowledge, no.

23 DATED: January 5, 2012

BUTY & CURLIANO LLP

24
25 By: 

26 MADELINE L. BUTY
27 DREWELL M. JONES
28 Attorneys for Defendant
PACCAR INC

1 VERIFICATION

2
3 I, Rod Curbo, declare:

4 1. I am a Product Safety & Compliance Manager for Peterbilt Motors Company and am
5 authorized to make this verification on behalf of PACCAR INC.

6 2. I have read the foregoing **PACCAR INC'S RESPONSES TO PLAINTIFFS'**
7 **STANDARD FRICTION INTERROGATORIES, SET ONE** and know the contents thereof.

8 3. Certain matters stated in the foregoing answers are not entirely within my personal
9 knowledge. The information provided in the foregoing answers was assembled by authorized
10 personnel and counsel.

11 4. The matters stated in the foregoing answers are true of my own knowledge except as to
12 those matters which are stated on information and belief, and as to those matters I believe them
13 to be true.

14 I declare under penalty of perjury under the laws of the State of California, that the foregoing is
15 true and correct. Executed this 4th day of January, 2012, at Denton, Texas.

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ROD CURBO

21 *Ora Prince (WD: Jessie, Jr.) v. PACCAR Inc*

PROOF OF SERVICE

I am employed in the County of Alameda, State of California. I am over the age of eighteen years and not a party to the within entitled cause; my business address is 555 12th Street, Suite 1280, Oakland, CA 94607.

I served the attached:

**PACCAR INC'S RESPONSES TO PLAINTIFFS' STANDARD FRICTION
INTERROGATORIES, SET ONE**

on the interested parties in said cause, by placing a true copy thereof enclosed in a sealed envelope addressed as follows and I caused delivery to be made by the mode of service indicated below:

SIMMONS BROWDER GIANARIS
ANGELIDES & BARNERD
100 North Sepulveda Boulevard
Suite 1350
El Segundo, CA 90245
Tel: 310.322.3555
Fax: 310.322.3655

____ (By Facsimile Machine) on all parties in said action by transmitting a true and correct copy thereof from our office facsimile machine to the facsimile machine numbers shown in this proof of service and/or the attached list. Following transmission, a Transmission Report was received from our fax machine indicating that the transmission had been transmitted without error.

X (By Mail) on all parties in said action in accordance with Code of Civil Procedure Section 1013, by placing a true and correct copy thereof enclosed in a sealed envelope in a designated area for outgoing mail, addressed as set forth above, at Buty & Curliano, which mail placed in that designated area is given the correct amount of postage and is deposited that same day, in the ordinary course of business, in a United States mailbox in the County of Alameda.

____ (By Federal Express) on all parties in said action by depositing a true and correct copy thereof in a sealed envelope/packet for overnight mail delivery, with charges thereon fully paid, in a Federal Express collection box, at Oakland, California, and addressed as set forth above.

____ (By Personal Service) by causing to be personally delivered a true copy thereof to the addressee above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 5, 2012, at Oakland, California.



ROBIN LOKOLLO