

V I R G I N I A :

IN THE CIRCUIT COURT OF THE CITY OF PORTSMOUTH

ROBERT LEE GOAD,

Plaintiff,

v.

At Law No. L91-1477A

C. E. THURSTON & SONS,
INC., et als.,

Defendants.

RESPONSES OF GARLOCK INC TO
PLAINTIFF'S SECOND SET OF INTERROGATORIES

COMES NOW the defendant Garlock Inc and submits the following in response to the Plaintiff's Second Set of Interrogatories. All answers are given without waiver of any objection previously filed or stated herein. Any objections stated herein are in addition to, not in lieu of, any objection previously filed.

GENERAL OBJECTIONS

Garlock poses the following general objections to plaintiff's interrogatories and incorporates each of these objections by reference to every answer provided hereafter.

1. The interrogatories request information going back many years and Garlock has found it difficult, if not impossible, to reconstruct or retrieve much of the information requested. The answers given are based on the present facts known or believed by Garlock at the time of its answer.

or seller of asbestos-containing thermal insulation materials as that term is commonly used and understood in this litigation. All of its products, both those containing asbestos and those containing no asbestos, have always been sold under the GARLOCK name. In addition, the Calipers and Scale trademark was used with all of its products from about 1900 until approximately 1968. A number of secondary trademarks have also been used over the years. Principal marks which have been used in connection with asbestos-containing products, as well as non-asbestos-containing products, have been BELMONT, GUARDIAN, CHEVRON, LATTICE BRAID, PALMYRA and PAPERPAK. Further, Garlock states that the specific products which Garlock has and does manufacture are asbestos gasket and asbestos sheet (from which the purchaser cuts gaskets). Garlock asbestos sheet is a mixture of asbestos fibers, curing agents, reinforcing fillers and elastomers (natural rubber or synthetic polymers having the elastic qualities of rubber). Asbestos fibers are machine blended with the rest of the mixture until they are thoroughly coated. The entire compound is then heated and rolled into sheets and is continually compressed to form a tough, impermeable, homogeneous material that looks like linoleum.

Other gasket materials were made from woven, long fiber, asbestos yarn impregnated and encased in a rubberized coating. Other gaskets have had asbestos encased by layers of metal or encapsulated with a P.T.F.E. (polytetrafluoroethylene) resin envelope. Garlock asbestos packing materials consisted of woven asbestos encapsulated in either elastomeric compounds or metal foils and/or impregnated with lubricants.

Garlock gasket materials are primarily used for static sealing of steam line flanges, cylinder heads of engines, compressors and refrigeration equipment, fluid conduits, etc. Garlock packing materials are primarily used for dynamic sealing of machinery.

Finished compressed asbestos sheet is either cut into gaskets by Garlock or sold for use by others in cutting gaskets. Garlock's flexible and durable gasketing material is handled, installed and removed in all intended applications without releasing meaningful quantities, if any, of asbestos fibers into the air. Garlock's compressed asbestos sheets and gaskets are treated with an anti-stick releasing agent which reduces any tendency of the gaskets to adhere to pipe flanges during removal and replacement. This anti-stick agent facilitates the removal of old gaskets without generating dust. Other Garlock products come in specific sizes for

2. The interrogatories are overly broad, burdensome, and in places, vague and ambiguous. In addition, the interrogatories are not sufficiently limited in time and use terms which do not refer to products manufactured by Garlock.
3. Garlock does not now manufacture or sell, and has never manufactured or sold, asbestos-containing insulation products as that term is commonly used and understood in this litigation. Therefore, Garlock objects to any interrogatory referring to or assuming that such products are or have been manufactured by Garlock. Garlock presumes that questions referring to insulation products are thus not applicable to Garlock.
4. Garlock does not now manufacture or sell, and has never manufactured or sold, asbestos-containing building products as that term is commonly used and understood in this litigation. Therefore, Garlock objects to any interrogatory referring to or assuming that such products are or have been manufactured by Garlock. Garlock presumes that questions referring to building products are thus not applicable to Garlock.
5. The interrogatories themselves are overly broad in that they tend to bunch together all of the defendants. There has never been any credible scientific or medical evidence or reason to believe that Garlock products, upon reasonable use, release asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using said products. Garlock denies that the use of, or exposure to, its asbestos-containing products poses any health hazard. Furthermore, the plaintiff's alleged problems are not related to Garlock products.

INTERROGATORIES

1. Garlock objects to this interrogatory on the grounds that it is overly broad and unduly burdensome and for the further reason that the only products at issue in this case are those to which plaintiff alleges to have been exposed. Notwithstanding and without waiving the foregoing objections, Garlock states that since at least as early as 1907, it has produced and sold asbestos-containing gasketing and packing products. Garlock is not, and has never been a manufacturer

application and do not generally require modification before or during application or use. Garlock objects to portions of this interrogatory until such time as proper orders are entered concerning the production of proprietary information. Notwithstanding and without waiving the foregoing objections, Garlock states that from 95% to 98% of its asbestos-containing products have been made only with chrysotile asbestos fibers and that the remaining 2% to 5% of such products were made with crocidolite asbestos fiber. Depending upon the type of product involved, the percentage of asbestos contained in these products has ranged from about 10% to about 85%.

2. Garlock objects to this interrogatory on the grounds that it is overly broad, vague and unduly burdensome and for the further reason that the only products at issue in this case are those to which plaintiff alleges to have been exposed. Notwithstanding and without waiving the foregoing objections, Garlock states that it has, from time to time, purchased products from others for resale under the GARLOCK label and sold some of its products for resale under other labels. Some of these products contained asbestos, others contained no asbestos. Garlock has no record, knowledge or recollection of any written distribution or sales agreement concerning such products. There is no reason to believe that such products are germane to this litigation.

Garlock states that it did have a license to practice the invention claimed in U.S. patent 2,716,034 during the life of the patent.

Garlock has never mined, supplied, distributed, marketed and/or sold raw asbestos fibers to others.

Garlock states that it does not maintain separate compilations of sales records for its asbestos-containing products or for sales in specific states or sub-divisions thereof.

Such older records as still exist are retained in Palmyra in 40" x 40" x 40" cardboard boxes, each containing several cartons of records. These records will be made available to plaintiff for inspection and copying at plaintiff's expense and upon appropriate prior arrangements. It is believed that the oldest such records generally date from approximately 1978.

3. Garlock objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, irrelevant to any issue in this case and not reasonably calculated to lead to discovery of admissible evidence. Defendant's legal name is Garlock Inc (no punctuation). Garlock Inc is an Ohio corporation with offices located at 430 Park Avenue, New York, New York 10022 and a principal manufacturing facility and sales office at 1666 Division Street, Palmyra, New York 14522.

The Garlock Packing Company was originally incorporated in New York on March 27, 1905. On April 25, 1960, the name was changed to Garlock Inc. On March 3, 1975, a Delaware corporation of the same name was incorporated and on May 12, 1975, the New York corporation was merged into the Delaware corporation. On November 25, 1975, Colt Industries Inc of Ohio was incorporated in the state of Ohio and on January 28, 1976, Garlock Inc was merged into Colt Industries Inc of Ohio which immediately changed its name to Garlock Inc.

In past years, Garlock acquired four subsidiary companies which made and/or sold at least some asbestos-containing products. Those companies were the Belmont Packing & Rubber Company, Crandall Packing Company, Dealers' Steam Packing Company and U.S. Gasket Company. The only asbestos-containing products of which Garlock is aware that were made and/or sold by these companies were sealing products substantially equivalent to similar such products made and sold by Garlock. The Belmont Packing & Rubber Company was located in Philadelphia, Pennsylvania; Crandall Packing Company and Dealers' Steam Packing Company were located in Palmyra, New York and U.S. Gasket Company was located in Camden, New Jersey. Ultimately, each of the four subsidiaries was merged or otherwise absorbed into Garlock, including all assets and liabilities. As far as Garlock is aware, all business records of these former subsidiaries were destroyed many years ago in accordance with Garlock's long-standing record retention and destruction program. It is probable that old corporate minute books still exist, but Garlock would not expect them to contain any information pertinent to this litigation. In June, 1987, Garlock Inc acquired The Anchor Packing Company of Philadelphia, Pennsylvania which has sold asbestos-containing gaskets, gasket materials and packing.

4. Garlock objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, irrelevant to any issue in this case, not reasonably calculated to lead to discovery of admissible evidence and for the further reason that the only Garlock products at issue in this case are those to which

plaintiff alleges to have been exposed. Notwithstanding and without waiving the foregoing objections, see answer to interrogatory No. 1.

Some product packaging photographs appear in Garlock product literature. Garlock states that over the years it has prepared hundreds of writings, instruction sheets, brochures and the like regarding its products. The majority of said writings have long since been discarded. All existing writings (several file cabinets full) are available for inspection and copying at Garlock Inc, 1666 Division Street, Palmyra, New York 14522.

5. Garlock objects to this interrogatory on the grounds that it is overly broad. Notwithstanding and without waiving the foregoing objection, Garlock states that it has been a member of five organizations which may have dealt with asbestos-containing products:
 1. The Fluid Sealing Association (formerly Mechanical Packing Association), 2017 Walnut Street, Philadelphia, Pennsylvania 19103 (member from 1933 to present).
 2. Asbestos Textile Institute, Inc., P.O. Box 471, 131 North York Road, Willow Grove, Pennsylvania 19090 (member from approximately 1966 to 1979 - Garlock acknowledges that a review of ATI minutes discloses an earlier membership period during the 1940's, but Garlock has no other record or information as to such period.)
 3. Asbestos Information Association of North America, 1975 K Street, Washington, D.C. 20006 (member from approximately 1974 to 1980).
 4. American Society for Testing and Materials, 1916 Race Street, Philadelphia, Pennsylvania 19103 (member from 1945 to present).
 5. National Safety Council, 444 North Michigan Avenue, Chicago, Illinois 60611 (member from 1922 to present).
6. Garlock objects to this interrogatory on the grounds that the information sought is irrelevant in this case and is not reasonably calculated to lead to discovery of admissible evidence. The plaintiff has never been a Garlock employee and

does not allege ever visiting any Garlock facility. The only relevant issues in this action pertain to finished asbestos-containing products after they have left the Garlock facilities.

7. Garlock objects to this interrogatory on the grounds that the information sought is irrelevant in this case and is not reasonably calculated to lead to discovery of admissible evidence. The plaintiff has never been a Garlock employee and does not allege ever visiting any Garlock facility. The only relevant issues in this action pertain to finished asbestos-containing products after they have left the Garlock facilities.
8. Garlock objects to this interrogatory on the grounds that the information sought is irrelevant in this case and is not reasonably calculated to lead to discovery of admissible evidence. The plaintiff has never been a Garlock employee and does not allege ever visiting any Garlock facility. The only relevant issues in this action pertain to finished asbestos-containing products after they have left the Garlock facilities.
9. Garlock objects to this interrogatory on the grounds that it is unduly burdensome, irrelevant to any issue in these cases and is not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the foregoing objections, Garlock states that since 1975 it has been named a party in numerous cases involving user exposure to asbestos-containing products, along with numerous other defendants. No plaintiff has ever presented credible scientific or medical evidence that Garlock asbestos-containing products, upon reasonable use, emit harmful levels, if any, of asbestos. No final judgement has been rendered against Garlock in any asbestos claim.
10. Garlock objects to this interrogatory on the grounds that the information sought is irrelevant in this case and is not reasonably calculated to lead to discovery of admissible evidence. The plaintiff has never been a Garlock employee and does not allege ever visiting any Garlock facility. The only relevant issues in this action pertain to finished asbestos-containing products after they have left the Garlock facilities.
11. See answer to interrogatory No. 9.

12. Garlock objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, irrelevant to any issue in this case and not reasonably calculated to lead to discovery of admissible evidence.
13. Garlock objects to this interrogatory on the grounds that it is overly broad, unduly burdensome and assumes the truth of matters in dispute in this litigation, specifically that there are dangers associated with the use of Garlock products. Notwithstanding and without waiving the foregoing objections, Garlock states that there has never been any credible scientific or medical evidence or reason to believe that its asbestos-containing products, upon reasonable use, release asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using such products. Garlock denies that use of, or exposure to, its asbestos-containing products poses any health hazard, or any significant possibility of inhalation of asbestos fibers. The asbestos fibers in Garlock products are encapsulated or otherwise retained, and, therefore, fall within the exception provided in the OSHA regulations requiring warnings on asbestos products and materials. Nevertheless, Garlock places the warning set forth in section 1910.1001, paragraph 2(ii) of the OSHA regulations on its asbestos-containing products. The warning reads: "CAUTION: Contains Asbestos fibers. Avoid creating dust. Breathing Asbestos dust may cause serious bodily harm." This warning has been present on all Garlock asbestos-containing products and/or the product packaging since late 1977.

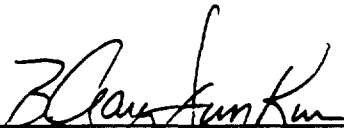
A similar warning notice has been contained in product literature published since 1977 that describes one or more asbestos-containing products.

14. Garlock objects to this interrogatory on the grounds that it is overly broad and unduly burdensome and for the further reason that the only Garlock products at issue in this case are those to which plaintiff alleges to have been exposed. Notwithstanding and without waiving the foregoing objections, Garlock states that it has continually provided its customers with instructions as to the proper handling, installation and use of its products. Such instructions have been in various forms, including instruction sheets, advertising literature and user seminars. See also answer to interrogatory No. 13.

15. Garlock objects to this interrogatory on the grounds that it calls for an expert medical opinion which Garlock is not qualified to give. Notwithstanding and without waiving the foregoing objection, some Garlock personnel have been aware for a number of years that excessive exposure to asbestos dust may be hazardous to one's health. Garlock is unable to pinpoint when or how such personnel first became aware of the possible health hazard. However, there has never been any credible scientific or medical evidence or reason to believe that Garlock products, through normal use, have caused or contributed to any hazardous condition, potential or otherwise, since they are bonded and/or encapsulated.
16. This defendant is aware of literature concerning asbestos fiber and opinions that excessive exposure to asbestos dust may be hazardous to one's health. This defendant does not know of or have in its possession any books, pamphlets, memoranda or other written materials of any kind or character which present any credible scientific or medical evidence or which would otherwise indicate that Garlock asbestos-containing products, upon reasonable use, release asbestos fibers in sufficient quantities, if any, to pose a health hazard, potential or otherwise, to persons using such products. Garlock objects to making a general review of literature having no relevance to Garlock asbestos-containing products on the grounds that to do so would put defendant in the position of doing the plaintiff's work.
17. Alexander Kuzmuk, then president of Garlock Mechanical Packing Division, testified on behalf of the Asbestos Textile Institute at the March 14, 1972 hearings of the U.S. Department of Labor on the proposed standard for exposure to asbestos dust.
18. Not applicable as to the insulation companies, see General Objection No. 3. Garlock has no record of sales of asbestos-containing products to Radford Army Ammunition Center or Allied Signal in Virginia to the extent that records still exist.
19. See answers to interrogatories No. 13, No. 14 and No. 18.
20. See answers to interrogatories No. 13, No. 14 and No. 18.

CERTIFICATE

This is to certify that a true copy of the foregoing Responses of Garlock Inc to Plaintiff's Second Set of Interrogatories was mailed to counsel of record this 15th day of April, 1992.



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