

OCT 9 1963

REQUEST NO. 2. all data as to the physical or mental condition of decedent, excluding all documents provided you by Plaintiff's counsel;

RESPONSE NO. 2. Owens-Illinois does not have documents responsive to this request.

REQUEST NO. 3. all pamphlets, brochures or other documents prepared, distributed or utilized by Defendant to advertise or promote asbestos containing products;

RESPONSE NO. 3. Owens-Illinois previously provided Plaintiff's counsel with documents responsive to this request on September 30, 1993 and December 29, 1995. Owens-Illinois will make additional documents responsive to this request available to Plaintiff's counsel for inspection and copying.

REQUEST NO. 4. all documents reflecting or evidencing a summary of periodic chest x-rays or other medical examinations of the workers employed at any location wherein Defendant used asbestos at any time. Stated another, Plaintiff is requesting the summaries or reports of the health surveys or employee health surveys, which were prepared or used to evaluate the health hazards, if any, arising from the use of asbestos;

RESPONSE NO. 4. Owens-Illinois last sold the kind of insulation product involved in this case in April, 1958, over thirty-eight years ago. Accordingly, many of the individuals who might have had personal knowledge of the matters asked about are now deceased or unavailable to Owens-Illinois. However, a former Owens-Illinois industrial hygienist, Willis Hazard, gave deposition testimony in 1981 regarding the

insulation products made by the Kaylo division at Owens-Illinois in the 1940's and 1950's. This testimony is the most comprehensive source of information regarding Owens-Illinois' perceptions regarding the safety of its asbestos-containing insulation products.

Mr. Hazard's testimony includes references to records regarding, among other things, animal experiments conducted at laboratories at Saranac Lake, New York (collectively the "Saranac Documents".) These records were, according to Mr. Hazard, transferred to Owens-Corning Fiberglas ("OCF") when Owens-Illinois sold the Kaylo division to OCF in April, 1958. These records were not found in the business records of Owens-Illinois, but copies of some of these documents were obtained by counsel for Owens-Illinois in the course of discovery in asbestos litigation.

Based on the Saranac Documents and the deposition testimony of its former industrial hygienist, Willis Hazard, Owens-Illinois believes that Kaylo plant employees received periodic x-rays in an attempt to monitor whether there was any effect of asbestos exposure upon the health of those employees. However, Owens-Illinois has no documents in its custody or possession reflecting a summary of the results of that program.

REQUEST NO. 5. each policy of insurance which may be construed to provide coverage for the claim stated in the Complaint;

RESPONSE NO. 5. Owens-Illinois states that while the issues surrounding its insurance coverage for asbestos claims are complex, this particular case is not covered under any policy of liability insurance because the projected liabilities of Owens-Illinois are much larger than its remaining insurance coverage. Thus, each incremental amount dedicated to payment of

asbestos claims will be paid by Owens-Illinois itself, without the benefit of insurance funds. Owens-Illinois currently pays all its asbestos litigation costs out of its corporate revenues, although it expects a certain portion of the cost to be reimbursed by certain insurance carriers.

REQUEST NO. 6. all documents reflecting payments or agreements for payments made under any of the policies described in the preceding paragraph which the carrier claims or could claim as a full or partial exhaustion of the policy limits or otherwise affect the amount of coverage available in this case;

RESPONSE NO. 6. Refer to response to request No. 5.

REQUEST NO. 7. each document authored by an employee of Defendant in the course of his employment, dealing in whole or in part with the consequences of exposure to asbestos;

RESPONSE NO. 7. Owens-Illinois is presently reviewing all its records maintained at its corporate headquarters for documents responsive to this request, and will make copies of responsive, non-privileged documents available to Plaintiff's counsel for inspection and copying. In addition, Owens-Illinois will provide Plaintiff's counsel with a list of each manufacturing facility currently maintained by Owens-Illinois. If requested, Owens-Illinois will provide Plaintiff's counsel with access to the responsive documents, if any, maintained at these facilities.

REQUEST NO. 8. all medical records of those present or former employees of Defendant, who have filed claims for worker's compensation or occupational disease benefits alleging an injury or disease from exposure to asbestos and all personnel and employment records which evidence or reflect the duration, quantity and quality of his or her exposure to asbestos while employed by Defendant;

RESPONSE NO. 8. Owens-Illinois never received any workers' compensation or other claims for any asbestos-related disease from any employees of the Kaylo division, or spouses or children of any deceased employees of that division. Owens-Illinois believes that it received workers' compensation claims for asbestos-related disease from employees not employed by the Kaylo Division at the time of their claim. Owens-Illinois is not presently able to identify which specific workers' compensation claims were asbestos-related because the workers' compensation claims have been handled by several insurance carriers which cannot retrieve claims based on the nature of the injury involved. If requested, Owens-Illinois will identify each carrier and arrange for Plaintiff's counsel to have access to whatever files are still in existence.

REQUEST NO. 9. each written warning, caution or other document which was intended by Defendant to reach those persons who would breathe or ingest the asbestos from asbestos containing products manufactured and/or sold by Defendant;

RESPONSE NO. 9. Based on the deposition testimony of its former industrial hygienist, Willis Hazard, Owens-Illinois does not believe it ever issued any warning regarding any of its asbestos-containing insulation products because Owens-Illinois did not believe that persons using its

asbestos containing products were at risk of developing any asbestos-related disease. Specifically, Owens-Illinois believed that there was a safe level of asbestos to which a person could be exposed without risk of injury and that people who worked with Owens-Illinois insulation products were not exposed to levels of asbestos above the safe levels.

REQUEST NO. 10. a transcript (including exhibits) of each instance where an employee of Defendant testified at deposition or trial in asbestos disease litigation;

RESPONSE NO. 10. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958. This defendant is aware that the following present or former employees have testified at trial or by deposition in asbestos-related litigation:

Edward C. Ames: 10/8/79, 1/10/80, 2/12/81, 3/26/81 and 10/7/81.

Robert Grim: 9/6 & 7/84 (trial), 10/11/84 (trial), 7/1/87 (trial), 12/12/90 (trial), 1/31/91 (trial), 10/23/91 (trial), 1/13/92 (trial), 2/8/95 (trial), 5/10/95(video), 2/14/96(video), 4/18/96.

Richard L. Grimmie: 7/10/79, 10/24/79 (trial), and 10/29/79 (trial).

David Innis: 9/27/83.

William Justice: 7/11/79 and 5/3/82.

John Pershing: 7/26/79.

John Rhoads: 7/11/79.

June Welser: 7/11/79.

Everett Shuman: 4/26/79, 6/12/79, 7/15/80, 8/19/80, and 3/4/81.

Willis G. Hazard: 2/11/81, 3/27/81, 12/14/81,
and 1/27/82.

Howard G. Bruss, Esq.: 6/29/93.

David Van Hooser: 8/11/93 (trial)

Michael E. McConnell, Esq.: 2/24/89 and
10/25/90.

Richard R. Beck: 4/1/81.

Samuel F. Schillaci: 4/7/81, 7/31/81 (trial),
11/9/81 (trial), 11/17/81 (trial), 4/26-27/82,
6/4/84, 8/28/84, 9/6/84, 11/14/84, 2/5/85,
3/4/85 (trial), 4/30/85, 12/19/85 (trial),
10/8/86, 4/10/87 (trial), 6/25/87 (trial),
11/4/87 (trial), 1/20/88, 9/20/88 (trial),
10/15/88 (trial), 11/14/88 (trial), 11/22/88
(trial), 11/29/88 (trial), 12/8/88 (trial),
12/15/88 (trial), 3/14/89, 3/21/89, 3/28/89
(trial), 5/9/89 (trial), 6/15/89, 6/30/89
(trial), 7/7/89 (trial), 7/27/89, 8/18/89
(trial), 11/2/89 (trial), 11/6/89, 11/16/89
(trial), 11/17/89 (trial), 1/9/90 (trial),
1/31/90 (trial), 2/23/90 (trial), 3/14/90,
4/17-18/90, 4/24/90, 5/16/90 (trial), 5/24/90
(trial), 5/30/90 (trial), 6/8/90 (trial),
6/12/90 (trial), 6/20/90 (trial), 6/21/90
(trial), 6/29/90 (trial), 7/17/90 (trial),
7/19/90 (trial), 8/30/90 (trial), 10/11/90
(trial), 10/17/90, 11/20/90 (trial), 11/28/90
(trial), 12/11/90 (trial), 12/19/90 (trial),
1/24/91 (trial), 2/1/91 (trial), 2/22/91
(trial), 2/27/91, 3/8/91 (trial), 4/25/91
(trial), 4/26/91 (trial), 5/20/91 (trial),
6/13/91 (trial), 8/2/91 (trial), 8/8/91
(trial), 9/30/91 (trial), 10/8/91 (trial),
10/25/91 (trial), 10/30/91 (trial), 10/31/91
(trial), 11/4/91 (trial), 11/7/91 (trial),
11/13/91 (trial), 1/23/92 (trial), 1/28-29/92
(trial), 2/24/92 (trial), 12/15/92 (trial),
3/11/93 (trial), 3/12/93 (trial), 3/19/93
(trial), 5/21/93 (trial), 8/16/93 (trial),
2/2/94 (trial), and 6/17/94 (trial).

George N. Bates, M.D.: 4/6/81.

Thomas A. Meehan, Esq.: 8/3/81 (trial),
11/9/81 (trial), 12/15/83, 1/16/84, 8/28/84,
6/4/84, and 11/13/84.

Michael R. Scheiding: 6/13/95 (trial).

Robert Towles: 1/18/96.

William Lugar: 5/15/96.

Effective April 30, 1958, this defendant sold its asbestos-containing product manufacturing division to Owens-Corning Fiberglas Corporation. At that time certain employees who worked in the division, some of whom are mentioned above, transferred to Owens-Corning Fiberglas Corporation. These individuals have been deposed with regard to asbestos-related litigation involving Owens-Corning Fiberglas Corporation.

Owens-Illinois will make copies of those transcripts identified upon request, to the extent those transcripts can be located.

REQUEST NO. 11. a transcript (including exhibits) of each instance where an individual whom Defendant listed, retained or called as an expert witness, testified at deposition or trial in asbestos disease litigation;

RESPONSE NO. 11. Owens-Illinois will provide Plaintiff's counsel with a list of the deposition and trial transcripts in its possession of its primary state-of-the art witness, Dr. Stephen M. Ayres. Owens-Illinois will provide copies of those transcripts selected by Plaintiff's counsel. If Dr. Ayres is not available to testify in this action, Owens-Illinois will endeavor to create a similar list for any other state-of-the-art witness that it will call at trial.

REQUEST NO. 12. all agreements to which Defendant is a party and which relate to the manner in which this case shall be evaluated, delayed or defended;

RESPONSE NO. 12. Owens-Illinois has no documents responsive to this request.

REQUEST NO. 13. all documents which Defendant provided or should have provided to the Environmental Protection Agency in response to the Asbestos Information Act of 1988(15 USC §2607) and the regulations issued April 18, 1989 (54 CFR 15622) and August 7, 1989 (54 CFR 32430).

RESPONSE NO. 13. This defendant objects to this request on the basis that it is overly broad, seeks information which is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. This defendant ceased the manufacture, sale and distribution of its Kaylo asbestos-containing products in 1958.

REQUEST NO. 14. an affidavit stating whether production is complete according to the knowledge of Defendant and Defendant's insurance carriers, attorneys, agents and employees.

RESPONSE NO. 14. Refer to the attached affidavit.

AFFIDAVIT

STATE OF OHIO)

)SS:

COUNTY OF WOOD)

H. G. BRUSS, being duly sworn according to law, deposes and says that he is an Assistant Secretary of Owens- Illinois, Inc., a defendant herein; that as such he is authorized to make an Affidavit on its behalf; and that the facts set forth in the foregoing DEFENDANT, OWENS-ILLINOIS, INC.'S RESPONSES TO REQUEST FOR PRODUCTION, are true and correct to the best of his knowledge, information and belief.

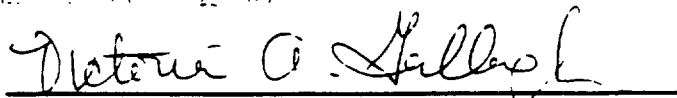


H. G. BRUSS

SWORN TO and subscribed before me this 7th day of October, 1996

My Commission Expires: VICTORIA A. GALLAGHER, 19
Notary Public, State of Ohio
My Commission Expires Jan. 22, 1997

SEAL



Notary Public