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May 24, 2011

Via First-Class U.S. Mail
Dr. Barry Castleman
4406 Oxford
Garrett Park, Maryland 20896

Re: No. MDL-875; ***Charles R. Archer and Patricia Archer v. Mead Corporation, et al***;

No. MDL-875; ***Alford McGuffie & Iris McGuffie v. Mead Corporation, et al***; and

No. MDL-875; ***Rebekkah Riggs, As Executrix of the Estate of Ferrell Riggs, Deceased, et al v. Mead Corporation, et al***

Dear Dr. Castleman:

In connection with the above-referenced matter, please find enclosed the following documents for your review:

1. Plaintiffs' Second Motion to Compel Discovery Responses as to the Mead Defendants;
2. Plaintiffs' Memorandum in Support of Plaintiffs' Second Motion to Compel as to Mead Defendants; and
3. Exhibits 1-28.

Should you have any questions, please feel free to contact this office or Mr. Taylor at (601) 826-0520.

Respectfully,

WASHINGTON & ERNSTER, PLLC

Aggie Barbosa
Legal Assistant

/ab

(encl)

THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: ASBESTOS PRODUCTS MULTIDISTRICT LITIGATION
LIABILITY LITIGATION NO. MDL-875
Case No. 2:09-cv-70094-ER

Underlying Cause:

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
MIDDLE DIVISION

REBEKAH RIGGS, as the Personal Representative for the estate of FARRELL RIGGS,	)	
Plaintiff,	)	**Civil Action No.**
v.	)	**CV-05-TMP-2472-M**
MEAD CORPORATION, et al.,	)	
Defendants.	)	

RESPONSE TO PLAINTIFF'S FIRST INTERROGATORIES

Defendant MW Custom papers, LLC ("MW"), as successor in interest to The Mead Corporation ("Mead"), responds to Plaintiff's First Interrogatories as follows:

GENERAL OBJECTIONS AND PRELIMINARY STATEMENT

1. MW objects to Plaintiffs' interrogatories on the grounds that they are overly broad, unduly burdensome, seek information that is irrelevant and which is not reasonably calculated to lead to the discovery of admissible evidence, and purport to require disclosure of privileged information, trade-secret materials, and materials acquired or developed in anticipation of litigation or for trial, and are therefore beyond the permissible scope of discovery under the Federal Rules of Civil Procedure.



2. MW objects to Plaintiffs' interrogatories to the extent that they assert and/or assume unproven conclusions as established facts.

3. MW objects to Plaintiffs' interrogatories to the extent they assume the truth of the allegations which are in dispute in this litigation and/or they make incorrect and/or untrue assertions.

4. MW objects to Plaintiffs' interrogatories to the extent they seek information covered by the attorney-client privilege, the work product doctrine, or other applicable privilege.

5. Although MW has made a good faith effort to respond to these interrogatories, in making such response MW does not purport to have adopted or applied any definitions set forth at the outset of or at other places in Plaintiffs' interrogatories nor has MW assumed the improper, unproved and hypothetical facts or accepted the terminology or substance of Plaintiffs' claims incorporated in, implied or alluded to within Plaintiffs' interrogatories.

6. MW objects to Plaintiffs' definition of "asbestos-containing products" as being overly broad, ambiguous, misleading and unlimited in scope.

7. MW reserves the right to contest the admissibility of these answers and responses at the time of trial or in response to any dispositive motion.

8. MW objects to Plaintiffs' interrogatories to the extent that they seek to impose upon Mead obligations beyond those required by the Federal Rules of Civil Procedure.

9. MW objects to Plaintiff's interrogatories to the extent they seek discovery relating to other divisions, subsidiaries, or predecessors of MW or its parent company MeadWestvaco Corporation that are unrelated to Mead's prior corporate relationship with The Cement Asbestos Products Company ("CAPCO") or with the National Cement Company ("National Cement"), the two jobsites that are alleged to be at issue in this litigation. MW's responses are limited to only

providing information in MW's possession that is relevant to Plaintiffs' claims regarding CAPCO and National Cement. MW's ability to respond to Plaintiffs' interrogatories is limited due to the fact that Mead sold its stock in CAPCO to The American Smelting and Refining Company ("ASARCO") on September 30, 1974, and, pursuant to the terms of the sales agreement, Mead was required to give ASARCO all documents and information in Mead's possession pertaining in any way to CAPCO's operations. Therefore, MW should not be expected to have, and does not have, a significant volume of records or documentation pertaining to CAPCO. Much of the information that MW has relating to CAPCO is the result of efforts made by its outside litigation counsel to obtain documents pertaining to the CAPCO plant from various sources, including the historic records and files of law firms that represented CAPCO, Mead, or ASARCO with respect to corporate transactions and sales in 1974 and before. As such, some of the information that MW has is protected from discovery by the attorney-client privilege and / or the work product doctrine, and MW provides these responses without waiver of said privileges.

10. In Plaintiffs' opposition to MW's original summary judgment motions and again at the hearing held in this case on January 11, 2011, Plaintiffs' counsel alleged that a separate division of Mead, The Murray Rubber Company ("Murray"), sold gaskets to the CAPCO plant and alleged that those gaskets may have contained asbestos. The Court's Order of January 14, 2011, specifically directs MW to provide available information with respect to the sale of gaskets to either CAPCO or National Cement. Mead's ability to respond is limited by the fact that Mead sold Murray as an on-going business to The Gates Rubber Company on December 30, 1983, and the assets transferred included all tangible personal property used in the business and all "contracts, agreements, leases, commitments, licenses, sales and purchase orders, product

warranty and service agreements relating primarily to the [b]usiness." However, the documents in MW's possession relating to gaskets that were supplied to the CAPCO facility all indicate that the gaskets were made of rubber. MW is in possession of no documents or information that indicate that there was an asbestos component to any gaskets sold by Murray to CAPCO. Moreover, MW is not aware of any documents or evidence showing sales of gaskets by Murray to National Cement.

11. Although Plaintiff's Complaint makes allegations regarding Mead's past ownership of National Cement, there is no allegation in this case that Plaintiff or Plaintiff's decedent ever worked at National Cement. Thus, MW is aware of no documents or information regarding National Cement that could possibly be relevant to the claims in this lawsuit.

12. MW objects to all of Plaintiffs' interrogatories on the grounds that they exceed to permissible number of interrogatories, including subparts, permitted to be served under the Federal Rules of Civil Procedure.

13. MW further objects to and responds to Plaintiffs' interrogatories as follows: No incidental or implied admissions of fact by MW are made by the answers and responses below. The only admissions are express admissions. The fact that MW has responded to any interrogatory herein may not be properly taken as an admission that MW accepts or admits the existence of any facts set forth or assumed by such interrogatory or that such response constitutes admissible evidence. The fact that MW has responded to part or all of the interrogatories herein is not intended to be, and shall not be construed to be, a waiver by MW of all or any part of any objections made by MW.

MW reserves the right to supplement these objections, and the following answers, in the event additional responsive information or documents are located at a later date.

The Preliminary Statement and General Objections stated above are hereby incorporated by reference into each of the responses set forth below, and will not be repeated with every individual response. The following responses are made without waiver of any of the foregoing General Objections.

INTERROGATORIES

1. IDENTIFY all persons who were consulted, who answered or who assisted in the preparation of the answers to any of the following interrogatories or any interrogatories propounded after the date of service of these interrogatories. Include in your answer, the current and past positions with Defendant that the person or persons identified has/have held.

ANSWER: These responses are corporate responses on behalf of MW that were prepared with the advice and assistance of counsel.

2. IDENTIFY the person verifying these answers on behalf of Defendant, including, but not limited to, said person's date of first employment with said Defendant, the dates and titles of each job has (sic) held while employed by said Defendant and whether the person verifying has made a diligent, good faith effort to provide the information requested in Defendant's response to these Written Interrogatories and the Requests for Production served upon said Defendant.

ANSWER: Anthony Oliver, Vice President and Assistant Treasurer of MW Custom Papers, LLC, is verifying these responses based on information that is available to him or that has been provided to him by counsel. MW objects to providing further information about the work history of Mr. Oliver and objects to the extent this interrogatory seeks to impose greater burdens on MW or Mr. Oliver above what is required by the Federal Rules of Civil Procedure.

3. Has Defendant been sued under the correct name? If not, state the correct name and explain your answer so that service may be properly obtained. If so, please provide the following information:

A. Whether Defendant is a Corporation;
B. Defendant's correct corporate name;
C. Defendant's state of incorporation;
D. The date of Defendant's incorporation;
E. The address of Defendant's principal place of business;
F. Whether or not Defendant has ever held a certificate of authority to do business in the State of Alabama, and if so, the inclusive dates of any certificate;
G. The names, if any, Defendant has been known, has done business under, or has been identified by in the State of Alabama and the time period for each;
H. The address where the HISTORICAL RECORDS of DEFENDANT are currently located;

I. The name, job title and current address of the Custodian for DEFENDANT'S HISTORICAL RECORDS.

J. Whether Defendant is wholly owned or the majority interest of Defendant's company is owned by another business entity, state the entity's name and principal place of business;

K. If Defendant owns or is an interest holder of another business entity, state the entity's name and principal place of business;

L. Whether Defendant or any business entity Defendant owns or is an interest holder of have any business offices in Alabama, and, if so Defendant's principal place of business in Alabama.

As used herein, "HISTORICAL RECORDS" shall include all documents relating to the formation of DEFENDANT, all minutes of partners', general partners' or other owners' meetings, and all documents relating to DEFENDANT'S merger with, purchase or acquisition of, or sale of or by any other COMPANY.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW will respond to some of the subparts of this interrogatory as follows:

A. No.
B. MW Custom Papers, LLC.
C. Organized as a limited liability company in the State of Delaware.
D. December 19, 2002.
E. Richmond, Virginia.
F. No.
G. Not applicable.
H. Richmond, Virginia.
I. See objections above. Plaintiffs' definition of "Historical Records" is over broad.
J. MW is a wholly owned subsidiary of MeadWestvaco Corporation.
K. Objection, vague.
L. Not applicable.

4. From the date of incorporation to present, describe Defendant's corporate history and that of each applicable division, predecessor, brand, successor, affiliate and/or subsidiary or former subsidiary by providing the dates of existence, mergers and acquisitions, date of incorporation and state of incorporation and the nature of all products sold and/or services provided, names and addresses of all customers and/or distributors (that had authority to sell your products in Alabama) to whom said products and/or services were sold from 1960 – 1990. In the event any brands, divisions, subsidiaries or other entities were sold, closed or otherwise eliminated from Defendant, please state the date of each, reason for same and to the party to whom the entity was sold.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states as follows:

On January 29, 2002, The Mead Corporation ("Mead") and Westvaco Corporation became wholly owned subsidiaries of MeadWestvaco Corporation through a stock-for-stock exchange merger. Subsequent to the merger, Mead was merged into a newly formed entity, MW Custom Papers, Inc., which was converted into a limited liability company, MW Custom Papers, LLC. MW Custom Papers, LLC is a wholly owned subsidiary of MeadWestvaco Corporation and is the successor to any liabilities of Mead.

MW states further that Woodward Corporation ("Woodward") was merged into Mead on November 30, 1968. At the time of the merger, Woodward was a shareholder of CAPCO stock and was the owner of the National Cement facility in Ragland, Alabama. After the merger, The Mead Corporation became a CAPCO shareholder and became the owner of the National Cement facility. At all relevant times, CAPCO remained a separately incorporated entity.

Mead sold its shares of CAPCO stock to American Smelting and Refining Company on September 30, 1974, and had no ownership interest in CAPCO stock thereafter. Mead sold the assets of the National Cement facility to Societé des Cements Vicat on March 15, 1974.

5. State the date(s) that Defendant purchased Woodward Iron Company, describe the interest obtained by Defendant, the reasons for acquisition of said Company, business purpose behind the acquisition, how the purchase was structured and whether Defendant received any cash in the deal. Further, please state the date and reason(s) same was divested, if any.

ANSWER: Woodward was merged into Mead on November 30, 1968. Pursuant to Rule 33(d) of The Federal Rules of Civil Procedure, MW has produced a copy of the merger agreement between Woodward and Mead which contains other information responsive to this request. MW has also produced other relevant documents showing when certain assets and stock that Mead acquired as a result of the merger were sold to third parties.

6. Identify the Joint Venture Agreement and any other agreements, contracts or understandings between AMERICAN SMELTING AND REFINING COMPANY (ASARCO) and Woodward Iron Company establishing their arrangement concerning Cement Asbestos Production (sic) Company (hereinafter CAPCO) and National Cement Plant and any and all other relevant organizational and financial records, including, but not limited to, documents demonstrating or illustrating how the CAPCO profits were distributed amongst the parties and how much of the profit was reinvested in CAPCO in relation to Research and Development, facility and equipment improvements and health and safety.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial.

Subject to and without waiving this objection, MW denies the existence of any "Joint Venture Agreement" but states that, pursuant to Rule 33(d) of The Federal Rules of Civil Procedure, MW has produced documents from which some of the information sought by this request can be obtained.

7. Identify each and every insurance policy of any type which may provide Defendant and/or any applicable division, predecessor, successor, affiliate and/or subsidiary with defense or indemnity coverage, in whole or in part, for the claims brought by the plaintiffs herein. For each applicable policy, IDENTIFY:

A. The insurer(s);
B. The insured(s);
C. The effective dates for each such policy and dates of coverage;
D. The number of each such policy;
E. Type of policy (including whether it is a claims made or occurrence policy);
F. The amount of coverage of each policy; and
G. Total applicable limits of coverage for the claims made by the plaintiffs.

ANSWER: MW objects to this interrogatory on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. MW further objects that the information requested is beyond the scope of discovery with respect to insurance agreements permitted by The Federal Rules of Civil Procedure. Subject to and without waiving this objection, MW states that there are sufficient funds available to cover any damages that MW might be held legally responsible to pay in this action.

8. With regard to any Answer to any Written Interrogatory herein or any Response to Requests for Production which have been served by Defendant upon Plaintiff, please state the following:

A. If a document or item requested, referenced, discussed or which would be responsive to any Written Interrogatory or Request for Production propounded by Plaintiff never existed, please so state below.

B. If a document or item requested, referenced, discussed or which would be responsive to any Written Interrogatory or Request for Production propounded by Plaintiff did exist, but no longer exists at present in any form (ie. Paper copy, microfilm or other storage media) and, therefore, cannot be produced, state the reason for the loss of each such document, a summary of its contents and the date and time of destruction or loss.

C. If a document or item requested, referenced, discussed or which would be responsive to any Written Interrogatory or Request for Production propounded by Plaintiff exists and Defendant either cannot or will not produce copies of same, state the reason(s) for which the documents or items will not be produced and a summary of each.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that because of the passage of time since the events giving rise to this action occurred, MW has no way to respond to subparts A and B of this interrogatory. With respect to subpart C, MW has objected to some of Plaintiffs' interrogatories and requests for production and has stated the grounds for the objection in each instance.

9. Has Defendant ever been an owner through any subsidiary and/or interest holder in Cement Asbestos Production (sic) Company (hereinafter CAPCO)? If so, for the period of time Defendant was an owner and/or interest holder in CAPCO, state:

A. The amount of financial contribution Defendant provided CAPCO;
B. The amount of cash Defendant took from CAPCO to support further expansion of Defendant.
C. The inclusive dates Defendant financially contributed to CAPCO;
D. The amount of capital expenditures made with regard to CAPCO;
E. The inclusive dates Defendant made any capital expenditures in CAPCO; and
F. The role Defendant undertook with regard to any financial decisions involving CAPCO on either a day to day operational level or on a larger scale.

ANSWER: MW objects to the subparts of this interrogatory on the grounds that they are overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that, its predecessor, Mead, was a stockholder of CAPCO from November 30, 1968, until September 30, 1974. Pursuant to Rule 33(d) of The Federal Rules of Civil Procedure, MW has produced documents from which information sought by this request can be obtained.

10. For both Cement Asbestos Production (sic) Company (hereinafter CAPCO) and Woodward Iron Company, at the times Defendant maintained an interest in each company, state the members of Defendant's Board of Directors and Officers and their inclusive dates, the Board of Directors members and Officers of Woodward Iron and their inclusive dates and the Board of Directors Members and Officers of CAPCO and their inclusive dates.

ANSWER: MW objects to the interrogatory on the grounds that the phrases "maintained an interest" and "their inclusive dates" are vague and ambiguous. Subject to and without waiving this objection, MW states that it is producing documents, including the Annual Reports to Shareholders for Woodward Iron Company from 1963-1967 and for The Mead Corporation from 1968-1974, which include information responsive to this request.

11. State the name, address, and telephone number of each person, including experts, having any knowledge of relevant facts relating to the events that are the basis of this lawsuit, the cause thereof, or the damages resulting therefrom. Include in your response any and all persons

who have sued or threatened to sue Defendant with regard to asbestos-related injuries and any and all employees of Defendant, Woodward Iron Company and Cement Asbestos Production (sic) Company (hereinafter CAPCO), as well as, any other known individuals who entered the premises in question at the times Plaintiff was on said premises.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that it is producing documents that contain the names of some individuals who may have knowledge of discoverable information, but because of the age of the documents and the passage of time since the events giving rise to this cause of action, MW has no way to know whether these individuals are still alive and, if so, where they are located. MW reserves the right to call as a witness at trial any person who is identified in any of the thousands of pages of documents that have been produced in discovery in this action, including persons identified in documents that were produced by Plaintiffs.

12. State the full name, current address, telephone number, qualifications, and present employment of each person who Defendant expects to call as an expert witness at the trial of this case, the subject matter on which each such expert is expected to testify, the substance of the facts and opinions to which each such expert is expected to testify, and a summary of the grounds for each opinion expected to be expressed by such expert. If said expert's testimony is to include a review of any report(s) and/or work product, state the name and address of the author of said report(s) and/or work product.

ANSWER: No determination has been made by MW with respect to the use of experts in this case. MW adopts and incorporates herein by reference the expert disclosures filed by all other Defendants in this action and reserves the right to call any expert identified or disclosed by Plaintiffs. Moreover, MW reserves the right to call Professor Gene Marsh, who was previously disclosed as an expert in the *Henderson v. MeadWestvaco* case, which involved substantially identical issues as the present case.

13. IDENTIFY the person or persons most knowledgeable about the following:

A. Defendant's acquisition of Raw Asbestos and/or Asbestos-Containing Products;
B. Defendant's use of Raw Asbestos and/or Asbestos-Containing Products;
C. Defendant's contracting with others to do work involving use or handling of Raw Asbestos or Asbestos-Containing Products.
D. Defendant's acquisition of Woodward Iron Company and of CAPCO and the chain of command/corporate relationships of each;

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW responds to the separate subparts of this interrogatory as follows:

A. Not Applicable. Mead did not supply raw asbestos or asbestos containing products to CAPCO.

B. Not Applicable. Mead was a separate corporate entity from CAPCO and Mead did not use asbestos or asbestos containing products at the CAPCO facility.

C. Not Applicable. Mead was a separate corporate entity from CAPCO and Mead did not contract with others pertaining to the use of asbestos or asbestos containing products at the CAPCO facility.

D. See MW's response to interrogatory number 4 and documents produced by MW in response to interrogatories 5, 6, and 9.

14. Has any employee of DEFENDANT testified by deposition or at trial in which DEFENDANT was a party, wherein the plaintiff alleged an asbestos-related injury? If so, for each such case, please state:

A. The caption and case number;
B. The court filing including state and county;
C. The date of deposition or trial testimony;
D. The name and address of plaintiffs counsel of record;
E. The name and address of the court reporter.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that the deposition of Elizabeth J. Milburn taken on June 6, 2006, and previously produced in this action is the only deposition given by MW in litigation that involves allegations of asbestos exposure related to the CAPCO plant.

15. At the times Defendant purchased and/or acquired an interest in Woodward Iron Company and when Defendant purchased and /or acquired an interest in Cement Asbestos Production (sic) Company (hereinafter CAPCO), for each individually, what was the extent of Defendant's knowledge relating to asbestos exposure in the workplace or the human health consequences of exposure to asbestos at the time of each purchase?

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that the body of knowledge relating to the health consequences of exposure to asbestos varied and developed over time and that MW cannot state with any degree of accuracy what Woodward, Mead, or CAPCO would have known at a particular time.

16. With the exception of OSHA compliance, had DEFENDANT prior to 1980 exchanged documents or communicated with any person, entity, Company or other organization expressly regarding the results of tests and/or studies relating to asbestos exposure in the workplace or the human health consequences of exposure to asbestos? If so, state:

A. Each person, entity, company or organization with whom the information was exchanged or to whom it was communicated.
B. The date(s) of any such exchanges or communications;

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that it is aware of no such communications pertaining to CAPCO that have not previously been produced by Plaintiffs' counsel in this litigation.

17. Prior to selling its interests in Woodward Iron Company and Cement Asbestos Production (sic) Company (hereinafter CAPCO), did any person file a Workers' Compensation claim for asbestos-related injury against DEFENDANT or against any Workers' Compensation insurance carrier which provided coverage for DEFENDANT? If so, state the total number of such claims and for each claim state:

A. The date of such claim;
B. The name of the claimant:
C. The case number;
D. The court in which the claim was filed; and
E. The IDENTITY of DEFENDANT'S CUSTODIAN OF documents evidencing such claims.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that it is aware of no documents that reflect workers compensation claims pertaining to any asbestos-related injury at CAPCO prior to September 30, 1974, when Mead sold its stock in CAPCO.

18. State whether Defendant, at any time, has controlled, purchased, or in any way acquired any controlling interest in any corporation (including Defendant itself) or business entity which has mined, manufactured, produced, processed, compounded, sold, supplied, distributed and/or otherwise placed Raw Asbestos or Asbestos-Containing Products in the stream of commerce. If so, state:

A. The name and address of said corporation or business entity;
B. The dates Defendant controlled, purchased or acquired any interest; and
C. The nature of the business as it pertains to asbestos.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, please see MW's response to interrogatory number 4 above which describes Mead's past ownership of some of the stock of CAPCO.

19. State whether DEFENDANT, by itself or through another person, corporation or entity, during the 20th Century, has ever engaged in the following activities with regard to Raw Asbestos or Asbestos-Containing Products, and if so, state the inclusive dates of such activity and the nature of such activity:

A. Mining;
B. Milling;
C. Supply;
D. Importing;
E. Processing;
F. Manufacturing
G. Distribution;
H. Marketing;
I. Sale; and
J. Brokering.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that it has previously described its relationship to CAPCO in prior interrogatory responses above. MW has also denied that any division or subsidiary of Mead has ever provided any asbestos containing products to Plaintiff's workplace. As such, MW is aware of no other information responsive to this request that is relevant to the claims in this lawsuit.

20. As to Raw Asbestos and to each such Asbestos-Containing Product listed in Defendant's Response to Interrogatory No. 19 did DEFENDANT warn of the health hazards of asbestos? If so, state for each such warning:

A. The content, size, color, and location; whether the warning appeared on the material and/or on the container, and/or was placed on a tag; whether the warning was included in contracts; whether the warning was included in advertising or other promotional materials.
B. State whether you have any photographs thereof;
C. The inclusive dates on which you used each such warning;
D. State all changes you made in such warnings and the dates of such changes; and
E. Identify the person most knowledgeable about your warnings and warning policy.

ANSWER: Not applicable. See response to interrogatory 19.

21. During the 20th Century, did DEFENDANT purchase or otherwise acquire or sell any Raw Asbestos or Asbestos-Containing Product lines from/to another person or entity? If so, state for each such purchase:

A. Date of purchase or acquisition or sell;
B. Terms of purchase or acquisition or sell agreement;
C. Either (1) attach all documents evidencing said acquisition, or (2) attach disks containing such data, or (3) describe such documents with sufficient particularity that they may be made the subject of a request for production of documents.
D. Trade, brand, and/or generic name of each such product line so acquired or sold;
E. Name of the person or entity from whom Defendant purchased or acquired or sold each such Raw Asbestos or Asbestos-Containing Product line; and
F. Location of any manufacturing facilities so acquired or sold, and the type of Asbestos-Containing Products manufactured therein.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that it has previously described its relationship to CAPCO in prior interrogatory responses above. MW has also denied that any division or subsidiary of Mead has ever provided any asbestos containing products to Plaintiff's workplace. As such, MW is aware of no other information responsive to this request that is relevant to the claims in this lawsuit.

22. When did DEFENDANT first warn its employees that exposure to asbestos could be hazardous to human health? State:

A. Whether the first such warning was written or oral;
B. Whether copies of documents containing such warning exist;
C. The IDENTITY of the custodian of such documents;
D. The content of the warning.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that the body of knowledge relating to the health consequences of exposure to asbestos varied and developed over time and that MW cannot state with any degree of accuracy when employees would have been warned regarding the health effects of asbestos exposure.

23. Prior to selling Defendant's interest in Woodward Iron Company and Cement Asbestos Production (sic) Company (hereinafter CAPCO), did anyone ever warn the employees that exposure to asbestos could be hazardous to human health?

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that the body of knowledge relating to the health consequences of exposure to asbestos varied and developed over time and that MW cannot state with any degree of accuracy when employees would have been warned regarding the health effects of asbestos exposure.

24. Did Defendant, Cement Asbestos Production (sic) Company (hereinafter CAPCO), during the time period Defendant owned and/or had an interest, or Woodward Iron Company, during the time period Defendant owned and/or had an interest, have a trained safety supervisor and/or an individual responsible for industrial hygiene? If so, state:

A. The identity(ies) of said individual(s);
B. What type of training said individual(s) received;
C. The inclusive dates said individual(s) served in this capacity;
D. Whether this individual was responsible of insuring that the employees were provided with adequate safety equipment. If so, state:
   1. What type(s) of safety equipment was/were provided;
   2. Who made the decision regarding what type(s) of safety equipment was/were to be used; and
E. Either (1) attach all documents evidencing the information sought in this Interrogatory and its subparts to your answers to these Interrogatories, or (2) attach disks containing such data, or (3) describe such documents with sufficient particularity that they may be made the subject of a request for production of documents.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that it does not have sufficient records to respond to the particulars requested by this interrogatory for the 1968 through 1974 time period. However, some of the information requested by the interrogatory can be obtained from reviewing documents that were produced by Plaintiff in this action.

25. For each of the following, please state whether, at any time within the time frame or until such time as any defendant which had been engaged in MARKETING Raw Asbestos or Asbestos-Containing Products discontinued the MARKETING of such products, DEFENDANT was a member or paid dues for any representative of DEFENDANT (excluding faculty members of educational institutions) to be a member, officer, committee member on which committee or speaker of the following and, if so, state the full name of the organization, the dates for each, publications, newsletters or other communicae received from each, along with the position of any such representative of DEFENDANT therein:

A. Air Hygiene Foundation
B. American Conference of Governmental Industrial Hygienists;

C. American Industrial Hygiene Association;
D. American Petroleum Institute;
E. American Railroad Association;
F. American Society for Testing and Materials
G. Asbestos Cement Producers Association;
H. Asbestos Information Association (AIA)(answer through date of your answers);
I. Asbestos Information Association/North America (AIA/NA)(answer through date of your answers);
J. Asbestos Information Centre (London);
K. Asbestos International Association;
L. Asbestos Textile Institute (ATI);
M. Fluid Sealing Association f/k/a Mechanical Packing Association;
N. Industrial Hygiene Foundation and/or Industrial Health Foundation (IHF);
O. Industrial Mineral Insulation Manufacturers Institute;
P. Magnesia Insulation Manufacturers' Association;
Q. Magnesia Silica Insulation Manufacturers Association;
R. Mineral Wool Institute;
S. National Insulation Manufacturers Association (NIMA);
T. National Safety Council;
U. New York Academy of Sciences;
V. Quebec Asbestos Mining Association (QAMA);
W. Refractories Institute;
X. Safe Building Alliance (answer through date of your answers);
Y. Saranac library of the Trudeau Institute;
Z. Sprayed Mineral Fiber Manufacturer's Association;
AA. Swedish Asbestos Information Group;
BB. Thermal Insulation Manufacturers Association (TIMA);
CC. U.S. Maritime Commission; and
DD. any other organizations, association or groups of manufacturers, miners, distributors, importers, labelers, suppliers, and/or sellers of Asbestos-Containing Products of which THIS DEFENDANT was a member.

ANSWER: MW objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that the interrogatory is not applicable to MW because MW is not sued as a manufacturer of asbestos-containing products in this action. Moreover, MW states that it was not the policy of Mead to keep records of trade or specialty organizations which it or its employees may have one time been associated with during the time period relevant to this action.

Respectfully submitted and signed as to objections,

John A. Smyth III

One of the attorneys for Defendant
MW Custom Papers LLC

OF COUNSEL:
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
Suite 2400
Birmingham, Alabama 35203
Telephone: (205) 254-1000
Facsimile: (205) 254-1999

VERIFICATION

COMMONWEALTH OF VIRGINIA)
)
~~COUNTY~~ CITY OF Richmond)

I, Anthony Oliver, declare that I am Vice President and Assistant Treasurer for MW Custom Papers, LLC, and that I am executing the foregoing interrogatory responses for and on behalf of MW Custom Papers, LLC, and am duly authorized to do so; that the matters stated in the foregoing responses are based upon records and documents that are in the possession of MW or its legal counsel and I believe these responses to be true and correct to the best of my knowledge and understanding.

Executed this 10th day of February, 2011.

Anthony L. Oliver

Subscribed and sworn to before me
this 10th day of February, 2011.

Robin Rinderle
Notary Public
My Commission Expires: 11/30/2012

ROBIN RINDERLE
COMMONWEALTH
REGISTRATION NO.
346291
MY COMM. EXPIRES
11/30/2012
OF VIRGINIA
NOTARY PUBLIC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon the following counsel by being placed in the U.S. Mail, first-class postage prepaid and properly addressed:

Cletus Ernster
Washington & Ernster, PLLC
The Great Southwest Building
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Attorney at Law
1395 George Road
Terry, Mississippi 39170

Martin K. Berks
Environmental Attorneys Group, PC
3516 Vann Road, Suite 104B
Birmingham, AL 35252

On this the 14th day of February, 2010

Of Counsel

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: ASBESTOS PRODUCTS MULTIDISTRICT LITIGATION
LIABILITY LITIGATION NO. MDL-875
Case No. 2:09-cv-70094-ER

Underlying Cause:

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
MIDDLE DIVISION

REBEKAH RIGGS, as the Personal Representative for the estate of FARRELL RIGGS,	)	
Plaintiff,	)	**Civil Action No.**
v.	)	**CV-05-TMP-2472-M**
MEAD CORPORATION, et al.,	)	
Defendants.	)	

RESPONSE TO PLAINTIFF'S FIRST REQUESTS FOR PRODUCTION

MW Custom Papers, LLC ("MW"), as successor in interest to The Mead Corporation ("Mead"), hereby submits its Response to Plaintiff's First Requests for Production as follows:

GENERAL OBJECTIONS AND PRELIMINARY STATEMENT

1. MW objects to Plaintiffs' Requests for Production on the grounds that they are overly broad, unduly burdensome, seek information that is irrelevant and which is not reasonably calculated to lead to the discovery of admissible evidence, and purport to require production of privileged material, trade-secret materials, and materials acquired or developed in anticipation of litigation or for trial, and are therefore beyond the permissible scope of discovery under the Federal Rules of Civil Procedure.



2. MW objects to Plaintiffs' Requests for Production to the extent that they assert and/or assume unproven conclusions as established facts.

3. MW objects to Plaintiffs' Requests for Production to the extent they assume the truth of the allegations which are in dispute in this litigation and/or they make incorrect and/or untrue assertions.

4. MW objects to Plaintiffs' Requests for Production to the extent they seek information covered by the attorney-client privilege, the work product doctrine, or other applicable privilege.

5. Although MW has made a good faith effort to respond to these Requests for Production, in making such response MW does not purport to have adopted or applied any definitions set forth at the outset of or at other places in Plaintiffs' Requests for Production nor has MW assumed the improper, unproved and hypothetical facts or accepted the terminology or substance of Plaintiffs' claims incorporated in, implied or alluded to within Plaintiffs' Requests for Production.

6. MW objects to Plaintiffs' definition of "asbestos-containing products" as being overly broad, ambiguous, misleading and unlimited in scope.

7. MW reserves the right to contest the admissibility of these answers and responses or any documents introduced into evidence at the time of trial or in response to any dispositive motion.

8. MW objects to Plaintiffs' Requests for Production to the extent that they seek to impose upon Mead obligations beyond those required by the Federal Rules of Civil Procedure.

9. MW objects to Plaintiff's Request for Production to the extent they seek discovery relating to other divisions, subsidiaries, or predecessors of MW or its parent company

MeadWestvaco Corporation that are unrelated to Mead's prior corporate relationship with The Cement Asbestos Products Company ("CAPCO") or with the National Cement Company ("National Cement"), the two jobsites that are alleged to be at issue in this litigation. MW's responses are limited to only providing information in MW's possession that is relevant to Plaintiffs' claims regarding CAPCO and National Cement. MW's ability to respond to Plaintiffs' requests is limited due to the fact that Mead sold its stock in CAPCO to The American Smelting and Refining Company ("ASARCO") on September 30, 1974, and, pursuant to the terms of the sales agreement, Mead was required to give ASARCO all documents and information in Mead's possession pertaining in any way to CAPCO's operations. Therefore, MW should not be expected to have, and does not have, a significant volume of records or documentation pertaining to CAPCO. Many of the documents that are within MW's custody or control relating to CAPCO are the result of efforts made by its outside litigation counsel to obtain documents pertaining to the CAPCO plant from various sources, including the historic records and files of law firms that represented CAPCO, Mead, or ASARCO with respect to corporate transactions and sales in 1974 and before. As such, some of the documents produced by MW in this matter should enjoy the protection of the work product privilege, and are being produced without waiver of said privilege with respect to other documents. Moreover, some documents from these law firm files are being withheld from production pursuant to the attorney client privilege.

10. In Plaintiffs' opposition to MW's original summary judgment motions and again at the hearing held in this case on January 11, 2011, Plaintiffs' counsel alleged that a separate division of Mead, The Murray Rubber Company ("Murray"), sold gaskets to the CAPCO plant and alleged that those gaskets may have contained asbestos. The Court's Order of January 14,

2011, specifically directs MW to provide available information with respect to the sale of gaskets to either CAPCO or National Cement. Mead's ability to produce documents relating to sales records of gaskets is limited by the fact that Mead sold Murray as an on-going business to The Gates Rubber Company on December 30, 1983, and the assets transferred included all tangible personal property used in the business and all "contracts, agreements, leases, commitments, licenses, sales and purchase orders, product warranty and service agreements relating primarily to the [b]usiness." However, the documents in MW's possession relating to gaskets that were supplied to the CAPCO facility all indicate that the gaskets were made of rubber. MW is in possession of no documents that indicate that there was an asbestos component to any gaskets sold by Murray to CAPCO. Moreover, MW is not aware of any documents or evidence showing sales of gaskets by Murray to National Cement.

11. Although Plaintiff's Complaint makes allegations regarding Mead's past ownership of National Cement, there is no allegation in this case that Plaintiff or Plaintiff's decedent ever worked at National Cement. Thus, MW is aware of no documents or information regarding National Cement that could possibly be relevant to the claims in this lawsuit.

12. MW further objects to and responds to Plaintiffs' Requests for Production as follows: No incidental or implied admissions of fact by MW are made by the answers and responses below. The only admissions are express admissions. The fact that MW has responded to any Requests for Production herein may not be properly taken as an admission that MW accepts or admits the existence of any facts set forth or assumed by such Requests for Production, or that such response constitutes admissible evidence. The fact that MW has responded to part or all of the Requests for Production herein is not intended to be, and shall not

be construed to be, a waiver by MW of all or any part of any objections made by MW to any Request for Production.

MW reserves the right to supplement these objections, and the following answers, in the event additional responsive information or documents are located at a later date.

The Preliminary Statement and General Objections stated above are hereby incorporated by reference into each of the Responses set forth below, and will not be repeated with every individual Response. The following Responses are made without waiver of any of the foregoing General Objections.

REQUESTS FOR PRODUCTION

1. Produce any and all documents or other items which in any manner relate to Defendant, Cement Asbestos Production Company (hereinafter CAPCO) and Westwood (sic) Iron Company, including, but not limited to, documents created before the acquisition of any company, documents created between the companies, documents created after the sale of the companies.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing documents in its possession relating to the formation, organization, ownership, and sale of CAPCO, National Cement, and Murray Rubber Company that are potentially relevant to the claims asserted in this lawsuit.

2. Produce any contracts and any other documents between Defendant, Woodward Iron Company and Cement Asbestos Production Company (hereinafter CAPCO) or between Woodward Iron Company and Defendant or between Defendant and CAPCO or between Woodward Iron Company or any combination of these three companies, which relate in any manner, to the provision of industrial safety or Industrial Hygiene Services to CAPCO.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not aware of any contract or document between Woodward Iron Company and CAPCO pertaining to the provision of industrial hygiene services or industrial safety at the CAPCO plant.

3. Produce any contracts and any other documents between Defendant, Woodward Iron Company and Cement Asbestos Production Company (hereinafter CAPCO) or between Woodward Iron Company and Defendant or between Defendant and CAPCO or between

Woodward Iron Company or any combination of these three companies, which relate in any manner which relate in any manner (sic), to asbestos or asbestos containing materials.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing copies of contracts in its possession between CAPCO, Woodward Iron Company, Mead, and ASARCO that are potentially relevant to the claims in this lawsuit.

4. Produce all documents, including sales contracts, contracts and agreements, concerning Defendant's purchase of any other company, including the purchase of Woodward Iron Company and Cement Asbestos Production Company (hereinafter CAPCO), including the financial arrangements with regard to division of responsibilities, responsibilities of each and division of profits.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing copies of contracts in its possession between CAPCO, Woodward Iron Company, Mead, and ASARCO that are potentially relevant to the claims in this lawsuit.

5. If you contend that Defendant through its agents Bond and Mooney did not have control or at least exercise control over Cement Asbestos Production Company (hereinafter CAPCO)'s environmental practices, safety procedures and equipment purchases, then produce any and all documents that support your assertions that Defendant exercised no control.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. MW asserts that CAPCO was and is a separately incorporated legal entity and that Mead was a shareholder of the corporation from November 30, 1968, until September 30, 1974, when Mead sold its stock to the other shareholder. MW is aware of no documents or evidence that suggests that Mead exercised control over the CAPCO plant in any way or manner sufficient to supplant CAPCO's statutory obligations with respect to workplace safety.

6. All documents which in any manner concern or reference American Smelting and Refining Company (ANSARCO) (sic), with regard to Cement Asbestos Production Company (hereinafter CAPCO), Woodward Iron Company, National Cement Company or asbestos in any form.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing copies of contracts in its possession between CAPCO, Woodward Iron Company, Mead, and ASARCO that are potentially relevant to the claims in this lawsuit.

7. Produce any and all documents reflecting your corporate history, including all

documents relating to Defendant, the corporate structure, all applicable divisions, predecessor, successor, affiliates and/or subsidiary by providing the dates of existence, mergers and acquisitions, dates of incorporation for each , states of incorporation, the nature of all products sold and/or services provided, and the names and addresses of all distributors that had authority to sell your products in and around St. Clair County, Alabama from 1920-2005.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing documents in its possession relating to the formation, organization, ownership, and sale of CAPCO, National Cement, and Murray Rubber Company that are potentially relevant to the claims asserted in this lawsuit.

8. Produce all documents including interrogatories, answers, affidavits, deposition testimony or trial testimony, in which persons have stated that Defendant's and/or any applicable division's, predecessors', successors', affiliates' and/or subsidiaries' asbestos containing materials were present at any of the following work sites from 1920-2005: Cement Asbestos Pipe Company (CAPCO) and National Cement Company in Alabama.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving this objection, MW states that it is not aware of any such materials pertaining to any other division or subsidiary of Mead. Of course, to the extent that Mead's past stock ownership of CAPCO could be said to qualify CAPCO as a "subsidiary" of Mead, then certainly CAPCO's own asbestos containing products were present at CAPCO's facility. MW obtained any responsive documents that it has relating to past testimony or discovery involving the CAPCO plant from Plaintiffs' prior document productions in this and related litigation.

9. Produce any and all photographs and documents in any manner relating to, describing or in any manner referencing asbestos containing materials or raw asbestos used at the work sites: Cement Asbestos Pipe Company (CAPCO) or National Cement Plant 1920 until 2005, including, but not limited to catalogs, purchase orders, invoices, receipts or any other document reflecting products used, their manufacturers or suppliers, advertising or anything related to the presence of the materials on the properties as stated.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing some documents that are responsive to this request in that they can be said to describe raw asbestos that was used by CAPCO.

10. Produce all photographs of the work sites: Cement Asbestos Production Company (hereinafter CAPCO) and the National Cement Company in Alabama.

RESPONSE: MW is not presently aware that it is in possession of any photographs of either the CAPCO or National Cement facility.

11. Produce a copy of all documents and photographs reflecting or depicting any warning(s), notices or other indication of risks or dangers relating to Raw Asbestos or Asbestos Containing Material, including, but not limited to, any and all health and safety warnings regarding the dangers of asbestos, which were issued, used, or in any manner created or distributed to employees, customers, suppliers, distributors, subcontractors and end users by Defendant, Woodward Iron Company, Cement Asbestos Production Company (hereinafter CAPCO) and National Cement Company in Alabama.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not in possession of any such documents pertaining to CAPCO or National Cement other than documents that were produced by Plaintiffs' counsel.

12. Please produce any and all medical, personnel, tax, work or other records and or documents related to the Plaintiffs which are in your possession, custody and/or control.

RESPONSE: MW has no such documents other than those that have been obtained from Plaintiffs or other defendants in this litigation, or that were a part of litigation files from Plaintiffs' prior asbestos exposure lawsuits, which have previously been produced or made available to Plaintiffs' counsel.

13. Produce all documents pertaining to the Workers' Compensation claims or claims made pursuant to any federal or state law, rule or regulation by any of Defendant's employees for any alleged asbestos-related disease.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that, prior to its sale of Capco stock in September of 1974, it is not aware of any documents that reflect workers compensation claims being made at CAPCO pertaining to an asbestos related injury.

14. Please produce a copy of each deposition and/or the trial testimony of any individual that Defendant has ever designated or presented as its case representative, corporate representative, or person designated under Federal Rule of Civil Procedure 30(b) (6) or similar State Rule in any case involving Defendant's asbestos-containing products, Defendant's services as they relates to asbestos-containing products or asbestos-containing materials.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing the deposition of its corporate representative Elizabeth J. Milburn, taken on June 6, 2006, which is the only

corporate deposition that MW has ever provided that pertains to Mead's relationship to the CAPCO plant.

15. Produce copies of each deposition or the trial testimony by any representative, employee or expert witness of Defendant regarding any matter before any court, in which Defendant was a named defendant or party and which involved persons suffering from asbestos-related injuries, asbestos or asbestos-containing material, unless the release of said information would violate law or Court Order, in which case, please identify the reasons for not producing each deposition or trial testimony so withheld.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that, other than the deposition identified in response to request number 14 above, MW is aware of no such testimony that it or an expert retained by MW has given pertaining to CAPCO or National Cement.

16. Produce all deposition transcripts of Defendant and/or any agent and/or employee and/or any former employee of Defendant wherein the deponent testified regarding Defendant's alleged liability for Asbestos exposure.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that, other than the deposition identified in response to request number 14 above, MW is aware of no such testimony that it or an expert retained by MW has given to CAPCO or National Cement.

17. Produce all documents reflecting the search for and review of documents in connection with the research for and preparation of any affidavit executed by or on behalf of Defendant for use in this case or any other case involving alleged liability for Asbestos exposure.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. MW further objects on the basis of the work product doctrine and the attorney client privilege. Subject to and without waiving this objection, MW states that it is producing all documents which were referred to or relied upon with respect to any affidavit submitted by MW in the case.

18. Produce any and all documents, books, studies or any other item or thing which will be relied upon by any expert to be presented at trial by Defendant in this litigation or any expert upon whose opinion an expert who will testify will rely.

RESPONSE: MW has not made a decision with respect to the use of any expert witness in this case. If MW chooses to disclose an expert, it will comply with the Federal Rules of Civil Procedure and any scheduling order of the Court with respect to documents that it produces pertaining to that expert's opinion.

19. Please produce any documents regarding written safety, health or industrial hygiene policy, and any correspondence, notes, memorandum or other writing concerning, referencing or pertaining to the efficacy, practicality, implementation, or otherwise of such policies of Defendant and its subsidiaries, including Woodward Iron Company and Cement Asbestos Production Company (hereinafter CAPCO), National Cement Company, including, but not limited to:

a. Safety manuals, accident prevention manuals, policies, procedures;

b. Correspondence or any other communication between Defendant internally and between other organizations regarding any aspect of health or safety;

c. Any studies, tests, test results, sampling or monitoring relating to safety or health, which were conducted on any persons employed by or premises controlled by Defendant, its subsidiaries, including, but not limited to Woodward Iron Company and Cement Asbestos Production Company (hereinafter CAPCO) and National Cement Company and any report generated as a result of same;

d. Any documents pertaining to the Asbestos monitoring procedures of practices contemplated, proposed, or implemented by Defendant and/or for the benefit of Defendant's employees or its subsidiaries, including Woodward Iron Company, Cement Asbestos Production Company (hereinafter CAPCO) and National Cement Company including, but not limited to, procedures for and results of any and all Asbestos measurements, whether measured by location or employee, procedures for and the results of personal sampling, dosimeter readings, ambient air levels, instruments used to measure employee Asbestos exposure, information and reports related to calibration of Asbestos monitoring equipment, information provided to or communications from or to any and all employees or representatives of employees regarding Asbestos;

e. Any documents pertaining to employee safety lectures, meetings, warnings, instructions, or any other information related to Asbestos and its potential hazards in the work place, whether organized or presented by Defendant or Defendant's representatives; any industrial hygiene program contemplated for, proposed, or implemented; identity of past and present industrial hygienists, whether employed by Defendant or not, who have worked or consulted with Defendant in development of or as a result of any program to protect Defendant's employees from Asbestos exposure.

f. Documents pertaining to the safety programs contemplated, proposed, or implemented by Defendant including, but not limited to, information regarding protective measures or devices provided to or for the benefit of employees, evaluation(s) of such measures or devices, employee notifications or warnings, training for, use and care of respirators, medical evaluations or examinations, consultants employed or retained to assist with the evaluation of the dust in the environment, to determine employee exposure levels thereto, and/or recommended Asbestos control measures.

g. Documents pertaining to the Asbestos monitoring procedures of practices contemplated, proposed, or implemented by Defendant and/or for the benefit of Defendant's employees, including, but not limited to, procedures for and results of any and all Asbestos measurements, whether measured by location or employee, procedures for and the results of personal sampling, dosimeter readings, ambient air levels, instruments used to measure employee Asbestos exposure, information and reports related to calibration of Asbestos monitoring equipment, information provided to or communications from or to any and all employees or representatives of employees regarding Asbestos monitoring;

h. All documents reflecting each Asbestos survey, sample and/or monitoring taken at Defendant's manufacturing facilities.

i. Results of any sampling performed by Defendant for Asbestos fiber emissions from any specific Asbestos-Containing Products manufactured, marketed, distributed, supplied and/or sold by Defendant;

j. Documents reflecting attendance by any employee or consultant of Defendant's at any health or safety conferences from January 1, 1939 through January 1, 1951 at which there was any discussion of the potential hazards of Asbestos;

k. Copies of any written policy regarding medical examinations of Defendant's employees that were in effect prior to 1990.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that some of the documents that that it is producing herewith include documents that fit within the general categories described in the subparts of this request.

20. Produce all documents (including, but not limited to, fee agreements, reports, and correspondence) provided to, received from, or prepared by each witness Defendant plans to and/or may possibly call at the trial of this matter.

RESPONSE: MW objects to this request on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. MW further objects on the basis of the work product doctrine and the attorney client privilege.

21. Produce all documents related to Asbestos and Asbestos-Containing Products, with regard to:

a. All contracts or agreements entered into by Defendant for clean up and removal of asbestos or asbestos containing materials;

b. Inspections for same;

c. Any decision to stop using asbestos or to sell any portion of Defendant's holdings which related to asbestos;

d. Research and consideration of alternatives to or substitutions for the use of asbestos in any product or process;

e. Costs removal and/or clean-up of Asbestos and

f. Amount of asbestos removed.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not aware of documents relating to CAPCO that fit within these categories, other than one document that potentially fits within subpart c and that is being produced herewith.

22. All memoranda, documents, letters, manuals, books or any other writings whosoever given to Defendant or to which Defendant has or had access, regarding procedures, regulations, standards, rules or suggested methods for reviewing, adjusting, generally handling and health hazards of Asbestos or Asbestos-Containing Products, including but not limited to:

a. Claims procedure manuals;

b. Training manuals;

c. Claims procedure memoranda;

d. Informational memoranda;

e. Statutory or legislative summaries;

f. Letters from supervisors;

g. Written materials from every seminar, lecture or meeting Defendant has attended related to Asbestos and/or Asbestos-Containing Products;

h. Any other directives, standards, rules, guideline, suggestions, regulations or any other writings in any form whatsoever which Defendant has read, reviewed or have or had access to relating to, in any way, Asbestos and/or Asbestos-Containing Products:

i. Publications, correspondence or other documents which in any manner related to the organizations listed in Written Interrogatory Number 25;

j. All books, pamphlets, medical articles, industrial hygiene articles or periodicals maintained by Defendant in any department pertaining to Asbestos related disease.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that some of the documents that that it is producing herewith include documents that fit within the general categories described in the subparts of this request.

23. Produce all documents submitted by Defendant to any insurance carrier, including, but not limited to Fireman's Fund Insurance Company, in anticipation of filing a claim with said insurance company pertaining to this cause of action.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. MW

further objects on the grounds that the requested materials are subject to protection of the work product doctrine and the attorney client privilege.

24. Produce copies of any and all insurance policies, including, but not limited to Fireman's Fund policy number PC 00417952, that may insure you for any possible Asbestos or Asbestos-Containing Product.

RESPONSE: MW objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. MW further objects that the information requested is beyond the scope of discovery with respect to insurance agreements permitted by The Federal Rules of Civil Procedure. Subject to and without waiving this objection, MW states that there are sufficient funds available to cover any damages that MW might be held legally responsible to pay in this action.

25. Produce copies of each and every insurance policy of any type which may provide Defendant and/or any applicable division, predecessor, successor, affiliate and/or subsidiary with defense or indemnity coverage, in whole or in part, for the claims brought by the plaintiffs herein.

RESPONSE: MW objects to this request on the grounds that it is irrelevant and not likely to lead to the discovery of admissible evidence. MW further objects that the information requested is beyond the scope of discovery with respect to insurance agreements permitted by The Federal Rules of Civil Procedure. Subject to and without waiving this objection, MW states that there are sufficient funds available to cover any damages that MW might be held legally responsible to pay in this action.

26. Produce copies of any and all of Defendant's document retention policies and/or procedures, including how those documents are maintained, identified, recorded and stored.

RESPONSE: MW is not presently aware of any document retention policy that would have been applicable to Mead or Woodward during the time frames at issue in this litigation.

27. Produce all documents which relate to or pertain in any manner to any inspection, test, examination, or other review of any of Defendant's manufacturing or other facilities by the United States or any state Environmental Protection Agency or the Occupational Safety and Health Administration relating to the presence, use, disposal, etc. of Asbestos and/or Asbestos-Containing Products.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not in possession of any such documents pertaining to CAPCO or to National Cement other than documents that have previously been produced by Plaintiffs' counsel in this litigation.

28. Produce all documents affirmatively indicating Defendant or any of Defendant's subsidiaries were in compliance with the Threshold Limit Value (TLV) and/or Permissible Exposure Limits (PEL) for asbestos dust from 1951 to present.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not in possession of any such documents pertaining to CAPCO or to National Cement other than documents that have previously been produced by Plaintiffs' counsel in this litigation.

29. Produce any written requests by Defendant or Defendant's employees or any subsidiary to any manufacturer of Asbestos-Containing Products for information of any type about Asbestos-Containing Products.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

30. Produce all documents pertaining to the purchase of Asbestos-Containing Products or Raw Asbestos by or on behalf of Defendant from its inception until the present, including, but not limited to, the following:

a. Determination of approved manufacturers, suppliers and/or sellers of Asbestos-Containing Products or Raw Asbestos to Defendant;

b. Method of determination of particular brand, type, model and quantity of Asbestos-Containing Products actually purchased and/or used by Defendant;

c. Information received from the suppliers and/or manufacturers of Asbestos-Containing Products prior to, at the time of, or after purchase, including product literature, instructions, warnings, procedures for use, maintenance or repair information;

d. Approved products list and/or qualified products list promulgated or prepared by Defendant relating to Asbestos-Containing Products;

e. Comparison or analysis by demonstration of testing by Defendant of Asbestos-Containing Products before, at the time of or after purchase; and

f. Documents which reflect in any manner any purchases by Defendant of Asbestos-Containing Products or Raw Asbestos, including purchase orders, invoices and any other document or contract related to the purchase or transfer of Raw Asbestos or Asbestos Containing material.

g. Any and all documents related to import, export , shipment, transshipment or otherwise transporting Raw Asbestos or Asbestos-Containing Products into, out of or through any port in the State of Alabama by Defendant or at your request by a third party.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that some of the documents that that it is producing herewith include documents that fit within the general categories described in the subparts of this request relating to CAPCO.

31. Produce all documents reflecting Defendant's use of, as well as techniques utilized with Asbestos to control or limit dust, including, but not limited to, the following:

a. Documents which refer to the IDENTITY of any person employed by Defendant whose duties related in any manner to ordering, purchasing, stocking, utilization or assigning of any other type of protective equipment or gear which was intended to prevent the inhalation of any dust, fibers, fumes or other materials into the lungs of employees, together with each and every document which reflects the current address and/or telephone number of all such persons, if living;

b. All purchase orders, invoices or other documents evidencing the purchase of Asbestos-Containing Products used in any manner by Defendant; and

c. Photographs and advertisements depicting any Asbestos-Containing Product manufactured, marketed, distributed, supplied and/or sold by Defendant

d. All documents reflecting any testing done by Defendant upon which Defendant relies on for any opinion that any product/equipment did not and could not release respirable Asbestos fibers into the air.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that some of the documents that that it is producing herewith include documents that fit within the general categories described in the subparts of this request relating to CAPCO, but not to Mead.

32. Produce all blueprints, design specifications, operating/owners manual installation /removal/repair/overall instructions, manufacturing specifications/instructions, physical composition, MSDS sheets, sales brochures, marketing materials, and the like, regarding each particular Asbestos-Containing Product and/or equipment.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is producing some documents pertaining to CAPCO that are responsive to this request.

33. Produce all documents including a description of each Asbestos-Containing Product and/or piece of equipment Defendant (or any alleged division, predecessor, successor, affiliate and/or subsidiary) manufactured, distributed, supplied and/or sold by Defendant. The detailed description should include the location where the product/equipment was (or was intended to be) used/installed, the function, purpose, design, construction, composition and working temperature of the same, as well as each component part thereof, including the chemical composition of any materials, fluids, gases, solids, etc. said product and/or equipment was designed, expected and/or intended to process, transport, convert, manage, manipulate and/or come in contact with.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not presently aware of any such documents

pertaining to CAPCO other than documents that have previously been produced by Plaintiff's counsel in this action.

34. Produce all documents containing a description of each and every occasion Defendant (or any alleged division, predecessor, successor, affiliate and/or subsidiary) designed, installed, serviced and/or removed any Asbestos and/or Asbestos-Containing Product and/or equipment. With respect to each and every such occasion, the identity of all such products and/or equipment involved in the same, including their location, function, purpose, design, construction, composition and working temperature for each product and equipment and any component part thereof, including the chemical composition of any materials, fluids, gases, solids, etc. said product and/or equipment was designed, expected and/or intended to process, transport, convert, manage, manipulate and/or come in contact with.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not in possession of any such documents pertaining to CAPCO or National Cement.

35. Produce all brochures, pamphlets, catalogs or other advertising relating to Asbestos-Containing Products and/or Raw Asbestos which DEFENDANT manufactured, sold, distributed or supplied during the 20th Century.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not in possession of any such documents pertaining to CAPCO or National Cement other than documents that were produced by Plaintiffs' counsel in this action.

36. Produce all documents pertaining to Defendant's knowledge regarding potential hazards of Asbestos and/or Asbestos Containing Products including, but not limited to, the following:

a. Documents circulated or disseminated by Defendant to Defendant's employees which discusses or pertains to Asbestos and/or Asbestos-Containing Products;
b. Documents received by Defendant or sent by Defendant to any Union or other labor organization which represented any of Defendant's employees and which relates to or pertains to Asbestos and/or Asbestos-Containing Products;
c. Documents received from or sent by Defendant to any governmental or quasi-governmental agency or department and which relate to or pertains to Asbestos and/or Asbestos-Containing Products;
d. Documents which relate to or pertains to any inspections, test, examination, or other review of any work site owned or operated by Defendant by the Occupational Safety and Health Administration or pursuant to any Act or Regulation pertaining thereto;
e. Documents sent by Defendant to any person, firm, corporation and/or other entity relating to or pertaining to the hazards associated with exposure to Asbestos;

f. Documents which IDENTIFY each and every trade organization of which Defendant were/are a member of;

g. Instructions or warnings with respect to the hazards of Asbestos and/or Asbestos-Containing Products provided by Defendant to any purchaser of Defendant's Asbestos and/or Asbestos-Containing Products; and

h. Documents which pertain to or refer to any inspection, survey, or study of Asbestos dust present at Defendant's manufacturing or storage facilities by any medical person, medical entity, industrial hygienist or occupational health specialist.

RESPONSE: MW objects to this request on the grounds that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time, or place and not reasonably calculated to lead to the discovery of admissible evidence at trial. Subject to and without waiving this objection, MW states that the body of knowledge relating to the health consequences of exposure to asbestos varied and developed over time and that MW cannot state with any degree of accuracy when employees would have gained particular knowledge with respect to the health effects of asbestos exposure. Moreover, MW states that it was not the policy of Mead to keep records of trade or specialty organizations which it or its employees may have one time been associated with during the time period relevant to this action. Some information responsive to this request pertaining to CAPCO is contained in documents produced herewith.

37. Produce all documents pertaining to communications with labor unions, federal, state, local, or county governmental agencies, insurance companies, including any loss prevention services or surveys provided by any insurance company, or any other group concerning Asbestos and/or Asbestos-Containing Products.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, vague, ambiguous, not reasonably limited with respect to scope, time or place, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that some of the documents that that it is producing herewith include documents that fit within the general categories described in the subparts of this request relating to CAPCO.

38. Produce all documents pertaining to the rules, regulations, guidelines, guidance, compliance with or opinions of OSHA, including, but not limited to, the identity and content of any and all OSHA citations for violations of OSHA rules and regulations pertaining to Asbestos and/or Asbestos-Containing Products; or other documents regarding employee safety with respect to Asbestos control or abatement, and any employee complaints regarding Asbestos and/or Asbestos-Containing Products.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not presently aware of any such documents pertaining to CAPCO other than documents that were produced by Plaintiffs' counsel in this action.

39. Produce all documents pertaining to any attempt to comply with any provisions of the Walsh Healy Act pertaining to compliance with the TLV for Asbestos dust subsequent to January 1, 1951, including, but not limited to:

a. Copies of any inspection reports prepared by any Walsh Healy inspectors pertaining to any aspect of compliance with the TLV for Asbestos dust between January 1, 1951 and January 1, 1972;

b. All documents indicating the names of all Walsh Healy inspectors on whom Defendant relied to perform any dust counts or air monitoring at any facility owned or operated by Defendant to insure compliance with the TLV for Asbestos between January 1, 1952 and January 1, 1972;

c. All documents indicating the names of all Walsh Healy inspectors on whom Defendant relied to perform any dust counts or air monitoring at any facility owned or operated by Defendant to insure compliance with the TLV for Asbestos between January 1, 1952 and January 1, 1972;

d. Documents affirmatively indicating that Defendant was in compliance with the TLV of the Walsh Healy Act pertaining to Asbestos dust from 1951 to 1972.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not presently aware of any such documents pertaining to CAPCO.

40. Produce all documents indicating Defendant was relying upon any person, firm, corporation and/or other legal entity to provide any type of information about Asbestos or the potential health effects of exposure to Asbestos to Defendant.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, MW states that it is not in possession of any such documents pertaining to CAPCO other than documents that have previously been produced by Plaintiffs' counsel in this litigation.

41. Produce all statements which were previously made by Defendant and any of its present or former directors, officers, or employees, concerning this action and/or its subject matter.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. MW further objects on the grounds that the information is protected from discovery by the work product doctrine and the attorney client privilege.

42. Produce all documents (including, but not limited to, correspondence, notes, memoranda, and journal entries) which relate to, describe, summarize, or memorialize any communication made by Defendant or any of your previous entity names, or anyone known or

believed by Defendant to have been acting under the authority of Defendant or any of your previous entity names concerning Defendant's use of Asbestos and/or Defendant's use of Asbestos-Containing Products.

RESPONSE: MW objects to this request on the ground that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

43. Please produce all documents referred to or upon which Defendant referenced or relied in its responses to Plaintiff's Written Interrogatories propounded to Defendant.

RESPONSE: MW is producing all such documents herewith other than documents that have previously been produced in this action or that were produced by Plaintiff's counsel in this action.

Respectfully submitted,

John A. Smyth III
Attorney for Defendant
MW Custom Papers LLC, as successor to
The Mead Corporation.

OF COUNSEL:
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
Suite 2400
Birmingham, Alabama 35203
Telephone: (205) 254-1000
Facsimile: (205) 254-1999

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing has been served upon the following counsel by being placed in the U.S. Mail, first-class postage prepaid and properly addressed:

Cletus Ernster
Washington & Ernster, PLLC
The Great Southwest Building
1314 Texas Avenue, Suite 1416
Houston, Texas 77002

Robert G. Taylor, III
Attorney at Law
1395 George Road
Terry, Mississippi 39170

Martin K. Berks
Environmental Attorneys Group, PC
3516 Vann Road, Suite 104B
Birmingham, AL 35252

On this the 14th day of February, 2010

Of Counsel

State Court of Fulton County
EFILED
LexisNexis Transaction ID: 10455601
Date: Jan 30 2006 7:06PM
Mark Harper, Clerk

IN THE STATE COURT OF FULTON COUI
STATE OF GEORGIA

TONY R. HENDERSON and SHEILA G. HENDERSON, Plaintiffs, v. ASARCO, INC., et al. Defendants.	)	Civil Action No. 05EV000013D

DEFEENDANT MEADWESTVACO CORPORATION'S RESPONSES AND OBJECTIONS TO PLAINTIFFS' INTERROGATORIES AND REQUESTS TO PRODUCE PROPOUNDED TO DEFENDANT MEADWESTVACO CORPORATION

Pursuant to O.C.G.A. § 9-11-33 and § 9-11-34, Defendant MeadWestvaco Corporation f/k/a The Mead Corporation ("Mead"), hereby objects and responds to Plaintiffs' Interrogatories and Requests to Produce Propounded to Defendant MeadWestvaco Corporation as follows.

I. GENERAL OBJECTIONS

1. Mead objects to Plaintiffs' Interrogatories and Requests to Produce ("Requests") on the grounds that they are overbroad, unduly burdensome, seek information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence, and purport to require production of privileged material, trade-secret materials, and materials acquired or developed in anticipation of litigation or for trial, and are therefore beyond the permissible scope of discovery under the Georgia Civil Practice Act.

2. Mead objects to Plaintiffs' Interrogatories and Requests to the extent that they assert and/or assume unproven conclusions as established facts.



3. Mead objects to Plaintiffs' Interrogatories and Requests to the extent they assume the truth of the allegations that are in dispute in this litigation and/or they make incorrect and/or untrue assertions.

4. Mead objects to Plaintiffs' Interrogatories and Requests to the extent they seek information covered by the attorney-client privilege, the work product doctrine, or other applicable privilege.

5. Although Mead has made a good faith effort to respond to these Interrogatories and Requests, in making such response Mead does not purport to have adopted or applied any definitions set forth at the outset of or at other places in Plaintiffs' Interrogatories and Requests nor has Mead assumed the improper, unproved and hypothetical facts or accepted the terminology or substance of Plaintiffs' claims incorporated in, implied or alluded to within Plaintiffs' Interrogatories and Requests.

6. Mead objects to Plaintiffs' definition of "asbestos-containing products" as being overbroad, ambiguous, misleading and unlimited in scope.

7. Mead reserves the right to contest the admissibility of these answers and responses or any documents introduced into evidence at the time of trial.

8. Mead objects to Plaintiffs' Interrogatories and Requests to the extent that they seek to impose upon Mead obligations beyond those required by the Georgia Civil Practice Act.

9. Mead objects to Plaintiffs' Interrogatories and Requests to the extent they seek information regarding time periods other than those specific time periods during which Plaintiff Tony Henderson alleges he was exposed to asbestos or asbestos-containing products and Mead will respond only as to such time periods.

10. To the extent Plaintiffs' Interrogatories and Requests are not limited to the specific premises at which Plaintiffs allege Tony Henderson was exposed to asbestos or asbestos-containing products, the specific time periods during which such exposure occurred, and the specific products or materials to which Tony Henderson was exposed, Mead objects to these Interrogatories and Requests as overly broad, unduly burdensome, and harassing, and further objects on the basis that the information sought is not relevant nor reasonably calculated to lead to the discovery of admissible evidence.

11. Mead further objects to and responds to Plaintiffs' Interrogatories and Requests as follows: No incidental or implied admissions of fact by Mead are made by the answers and responses below. The only admissions are express admissions. The fact that Mead has responded to any Interrogatories or Requests herein may not be properly taken as an admission that Mead accepts or admits the existence of any facts set forth or assumed by such Interrogatories and Requests, or that such response constitutes admissible evidence. The fact that Mead has responded to any Interrogatories or Requests herein is not intended to be, and shall not be construed to be, a waiver by Mead of all or any part of any objections made by Mead to any Interrogatory or Request.

12. Mead objects to Plaintiffs' Interrogatories and Requests to the extent they seek information regarding other legal entities not parties to this suit. Mead's responses to Plaintiffs' Interrogatories and Requests are limited to Mead as it is the legal entity sued in the above-style civil action.

Mead reserves the right to supplement these objections, and the following answers, in the event additional responsive information or documents are located at a later date.

The Preliminary Statement and the General Objections stated above are hereby incorporated by reference into each of the following answers, and will not be repeated with every individual response. The following Responses are made without waiver of any of the foregoing General Objections.

II. RESPONSES TO INTERROGATORIES

1. Please identify any and all documents in your possession, including but not limited to, incorporation documents, purchase agreements, joint venture documents, correspondence, memoranda, papers, letters and other documents regarding the regarding Cement Asbestos Pipe Company (hereinafter referred to as "CAPCO").

RESPONSE: Mead objects to Interrogatory No. 1 on the grounds that it is overbroad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving its objections, Mead states that it will produce the following documents relevant to the relationship between Mead and CAPCO:

(a) CAPCO Certificate of Incorporation dated October 29, 1963;

(b) Agreement of Merger between Mead and Woodward Corporation dated November 30, 1968; and

(c) Stock Sale Agreement from Mead to American Smelting and Refining Company dated September 30, 1974.

2. Please identify any and all documents, including but not limited to memoranda, correspondence, contracts or other memorabilia, including those referenced in Interrogatory #1 above, which specifically pertain to the CAPCO plant in Ragland, Alabama.

RESPONSE: As its response to Interrogatory No. 2, see response to Interrogatory No. 1.

3. Please identify any and all documents previously produced to Environmental Litigation Group, P.C. or Environmental Attorneys Group, L.L.C. regarding:

a) The CAPCO plant in Ragland, Alabama;

b) The CAPCO plant in Van Buren, Arkansas;

c) National Cement Company in Ragland, Alabama;

d) Woodward Iron Company

e) ASARCO

f) Lake Asbestos of Quebec (a.k.a. Lac D'Amiante Du Quebec, Ltee)

RESPONSE: Mead objects to Interrogatory No. 3 on the grounds that it is overbroad, unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence. Mead further objects to this interrogatory to the extent it seeks information protected by the attorney-client privilege or the attorney work product doctrine. Subject to and without waiving this objection, Mead states that it has not produced any documents to Environmental Litigation Group, P.C. or Environmental Attorneys Group, L.L.C. regarding the topics listed in Interrogatory No. 3.

4. Please state in detail when you first acquired knowledge regarding the hazards of asbestos and identify the following:

a) the source(s) of your knowledge regarding the hazards of asbestos;

b) the identify each and ever person who may have knowledge regarding the facts relevant to your response to this interrogatory;

c) each and every document in any way pertaining to your response to this interrogatory.

RESPONSE: Mead objects to Interrogatory No. 4 and all subparts as overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. Mead further objects to Interrogatory No. 4 and all subparts to the extent they seek information protected from disclosure under the attorney-client and/or work product privileges. Mead further objects to Interrogatory No. 4 and all subparts to the extent that they are vague and ambiguous inasmuch as they do not contain information as to factors such as the types of hazards, the type of asbestos fibers, the quantity of the fiber, and the extent of exposure. Mead also objects to Interrogatory No. 4 and all subparts on the grounds that the phrase "hazards of asbestos" is vague, ambiguous, and subject to differing interpretations.

5. State if and when you became aware of the article "Asbestos Exposure and Neoplasia" authored by Irving J. Selikoff, M.D., Jacob Churg, MD., and E. Cuyler Hammond.

RESPONSE: Mead objects to Interrogatory No. 5 to the extent it calls for the disclosure of information protected by the attorney client privilege and/or the attorney work product doctrine. Mead further objects to this interrogatory on the grounds that it is unduly burdensome, irrelevant and not likely to lead to the discovery of admissible evidence at trial. Mead is not sued in this action as a manufacturer of asbestos-containing products and, as such, this request is not properly directed to Mead.

III. REQUEST TO PRODUCE

1. Produce a copy of all documents identified in response to the preceding Interrogatories.

RESPONSE: Responding to Request No. 1, Mead is producing the documents identified in its responses to Plaintiff's First Interrogatories herewith.

This 30th day of January 2006.

MeadWestvaco Corporation

By: /s/ Brooke F. Voelzke

Matthew J. Calvert
Georgia Bar No. 105340
Brooke F. Voelzke
Georgia Bar No. 728727
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Attorneys for Defendant MeadWestvaco Corporation f/k/a The Mead Corporation

IN THE STATE COURT OF FULTON COUNTY
STATE OF GEORGIA

TONY R. HENDERSON and SHEILA G. HENDERSON,	)	
Plaintiffs,	)	
v.	)	Civil Action No. 05EV000013D
ASARCO, INC., et al.	)	
Defendants.	)	

CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the foregoing DEFEENDANT MEADWESTVACO CORPORATION'S RESPONSES AND OBJECTIONS TO PLAINTIFFS' INTERROGATORIES AND REQUESTS TO PRODUCE PROPOUNDED TO DEFENDANT MEADWESTVACO CORPORATION on all counsel of record via LexisNexis CourtLink.

This 30th day of January 2006.

/s/ Brooke F. Voelzke
Brooke F. Voelzke
Georgia Bar No. 728727

State Court of Fulton County
EFILED
LexisNexis Transaction ID: 10455601
Date: Jan 30 2006 7:06PM
Mark Harper, Clerk

VERIFICATION

STATE OF OHIO

COUNTY OF MONTGOMERY

PERSONALLY APPEARED before me, an officer duly authorized by law to administer oaths, SUSAN K. WITHERSPOON, who after first being duly sworn, states:

I am a senior paralegal and Manager of Legal Services for MeadWestvaco Corporation. I hereby sign the foregoing Objections and Responses of MeadWestvaco Corporation to Plaintiff's Interrogatories for and on behalf of MeadWestvaco Corporation. The information set forth in said Responses was gathered by persons regularly in the employ of MeadWestvaco Corporation from various sources of information, including records and files kept by MeadWestvaco Corporation in the regular and ordinary course of business. Persons who have gathered this material have reported to me that said Responses truly and correctly reflect the information thus gathered, and I state that said Responses are true and correct according to said records, files, and information.

Susan K. Witherspoon, CP
SUSAN K. WITHERSPOON

Sworn to and subscribed before me
this 27th day of January 2006.

Denise L Boyd nee Williams
Notary Public

My Commission Expires:
5-1-07

DENISE L. WILLIAMS, Notary Public
In and for the State of Ohio
My Commission Expires May 1, 2007

SALE OF MEAD'S INTEREST IN CEMENT ASBESTOS PRODUCTS COMPANY

I. BACKGROUND

The Cement Asbestos Products Company (CAPCO) was organized in 1965 as a joint venture between Mead and American Smelting and Refining Company (ASARCO). The purpose of this joint venture was to combine the resource positions and expertise of the parent companies to enter the market for cement asbestos pressure pipe.

Mead (51% owner) was to provide cement, management and marketing expertise. ASARCO (49% owner) was to provide the asbestos. With the sale of National Cement earlier this year, however, Mead no longer supplies the cement, and CAPCO has become independent of Mead in the marketing area over the years.

Two plants for the production of cement asbestos pipe were constructed: one in Ragland, Alabama, and the other in Van Buren, Arkansas. A PVC pipe operation was later added to the Van Buren plant.

The operations of CAPCO so far have not produced results that were originally expected. The continuing operating problems of the plants have been the chief reason for its unsatisfactory performance. CAPCO's financial results since 1971 are shown below:

Year	Sales	Earnings (AT)	Net Assets	RONA
1971	9,298	29	9,164	.30%
1972	12,678	(13)	8,142	(.16%)
1973	14,425	(129)	7,718	(1.69%)
1974 - 1st 8 months	13,420	320	7,419	7.22%

It's operating and marketing problems still persist. Additionally, some adverse developments may affect the fundamental business viability of CAPCO. These are the asbestos related cancer publicity and the energy problem related increases in PVC cost.

For these reasons, management recommends to the Board of Directors that Mead liquidate its interest in CAPCO.

II. PROPOSAL

Including the long-term advances made to CAPCO and the accrued interest



on them, the total investment Mead has in CAPCO was 3,633M at September 1, 1974.

Equity Investment (51%)	$ 413M
Equity in Retained Earnings	140M
Long-Term Advances	2,303M
Accrued Interest on Advances	777M
	$3,633M

ASARCO has offered to buy this investment Mead has in CAPCO for a cash price of $2.3 million.

Under the offer, ASARCO would relieve Mead of its $1,043M liability as a guarantor of the industrial revenue bond CAPCO issued to finance the Van Buren plant, and hold Mead harmless of any present and future product liability claims.

ASARCO is also willing to enter into a long-term contract with Mead to enable Mead's Murray Rubber unit to continue producing the Permaflex Gasket whose patent is owned by CAPCO.

III. FINANCIAL IMPACT

Based on September 1, 1974 values, the sale of Mead's 51% share in CAPCO for $2.3 million results in a beforetax book loss of $1,333M which will be taken against the reserves set up in 1972. The sale will generate $2,814M in cash as shown below.

($000 omitted)	Book Value	Sale Price	Tax Basis	Tax Benefit	Net Cash
Equity Investment	413	413	413	--	413
Equity in Retained Earnings	140	--	--	--	--
Long-Term Advances	2,303	1,887	2,303	125	2,012
Accrued Interest	777	--	777	389	389
Total	3,633	2,300	3,493	514	2,814

IV. RECOMMENDATION

It is recommended that the Board of Directors authorize the officers to complete the negotiations for the sale of Mead's 51% interest in CAPCO as outlined above.

Executive Committee Meeting
September 26, 1974
JSL

transferred either by Woodward or by Asarco to a parent or to a subsidiary of such transferor within the scope of Section 5(a) below, shall be deemed to be owned by the transferor corporation.

(b) It is recognized by Asarco that Woodward has in its organization capable personnel experienced in the manufacture and marketing of pipe throughout the United States. Further, by reason of the proximity of Woodward's offices to the site of the proposed plant, and the larger proportionate investment by Woodward in Capco, the management personnel for Capco will be selected by Woodward subject to the approval of the Capco board of directors. Although Capco will be operated as a self-sufficient entity, the parties recognize that Capco can be operated with substantially greater economy and efficiency if Woodward will supply continual direct management supervision on a consultant basis, which it is willing to do, upon ratification by Capco of this agreement. Capco, by ratification of this agreement, agrees that such consulting services shall not limit or interfere with Woodward's own business operations and policies. Woodward shall not be deemed to have assumed any fiduciary obligation to Capco or to the other stockholders of Capco by reason of the rendering of such management supervision. For such consulting services furnished by Woodward, Woodward will receive a fee payable annually equivalent to ten per cent (10%) of the aggregate of the gross selling expense and gross administrative expense incurred by Capco. Such services will include the furnishing from time to time, without charge other than such consultant fee, such of Woodward's executive and other supervisory administrative and production personnel on a consulting basis as Capco may reasonably require, provided that actual out-of-pocket expenses incurred by such personnel or by Woodward for travel, meals, lodging,



long-distance telephone tolls and the like will be paid for or reimbursed by Capco. Any special consultant services required by Capco which cannot be reasonably and adequately supplied by regular full time executive and supervisory employees of Woodward will be paid for by Capco if obtained by Woodward. Such consultant services shall not include the furnishing of equipment, machinery or facilities. Capco may upon twelve (12) months' notice in writing request re-negotiation of the fees for such services to be rendered thereafter. In the event of inability to agree upon the fair value of such services, the amount thereof shall be submitted to arbitration.

(c) Each of the parties hereto will upon request and reasonable notice perform for Capco such research work as the then existing facilities of the research departments of each may reasonably permit without unreasonable interference with the then existing business of each party. Such work will be charged to Capco on the basis of the pro rata part of the base salaries of the assigned personnel during the period of the research work plus the cost of materials consumed plus a sum equivalent to one hundred twenty-five per cent (125%) of such part of the salaries and the cost of materials.

(d) Woodward will without charge grant a non-exclusive license to Capco to permit Capco to manufacture or cause to be manufactured solely for consumption and sale by Capco in connection with its sales of cement asbestos pipe, pipe joint gaskets under Woodward's Letters Patent No. 2,953,399 pertaining to the "Altite Joint", unless and until such time as said joint shall be manufactured by Woodward or by others for sale generally.

4. Supply of Raw Materials. (a) Asarco will cause Lake to enter into a term contract to supply asbestos fiber to Capco substantially as set forth in Exhibit C hereto. Asarco agrees that, in the event Lake sells or otherwise disposes of the mine now owned by Lake at Black Lake, Quebec, Canada, during the term of such contract, Lake will cause its successors and assigns to accept the assignment of said supply contract and

SECTION III

Company Operated Sanitary Landfill

1. IS LANDFILL OPERATED IN PLANT AREA? ☐ YES ☐ NO

2. FREQUENCY WITH WHICH LANDFILL IS COVERED WITH EARTH _____ times/week

3. DOES REFUSE EVER BURN AT LANDFILL SITE? ☐ YES ☐ NO

SECTION IV

Commercial Disposal Service

1. INFORMATION REGARDING ORGANIZATION DISPOSING OF REFUSE:

NAME OF ORGANIZATION _____

ADDRESS _____ PHONE _____

2. NUMBER OF PICK-UPS PER WEEK _____

SECTION V

Hauled by Source to Separate Disposal Site

1. LOCATION OF DISPOSAL SITE (See Map) Adjoining Plant

2. OWNER OF DISPOSAL SITE - NAME Woodward Company (Parent Co.)

ADDRESS Woodward, Alabama 35189 PHONE 428-1241

3. DOES REFUSE EVER BURN AT DISPOSAL SITE? ☒ YES ☐ NO

4. IS DISPOSAL SITE A SANITARY LANDFILL? ☐ YES ☒ NO

SECTION VI

Additional Information

Our refuse is made up of sludge, grindings and scrap pieces of pipe. This refuse contains: asbestos, cement and silica.

DO THE METHODS USED FOR DISPOSING OF REFUSE COMPLY WITH ALL APPLICABLE AIR POLLUTION CONTROL RULES AND AND REGULATIONS? ☒ YES ☐ NO (If "No", a "COMPLIANCE SCHEDULE," APC Form 105 must be attached.)

NAME OF PERSON SUBMITTING APPLICATION W. H. Beasley

TITLE Plant Manager SIGNATURE W. H. Beasley

DATE April 20, 1972 PHONE 472-2111

APC 103-4

PLAINTIFF'S EXHIBIT 10

MW0000458

AGREEMENT made as of April 17, 1974 by and between National Cement Company, Inc., an Alabama corporation ("Grantor"), and Cement Asbestos Products Company, an Alabama corporation ("Grantee");

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real estate situated, lying and being in the County of St. Clair, State of Alabama, as shown on a map, entitled "National Cement Company - Cement Asbestos Products Company - Map Showing Intercompany Arrangements - Drawn by W. H. Willoughby 4-2-74, Rev. 4-9-74 WHW", a copy of which, marked "Exhibit A", is attached hereto and made a part hereof;

WHEREAS, Grantee is the owner of real estate immediately adjacent to the above described property on the western side, as shown on Exhibit A; and

WHEREAS, it is the intention of the parties hereto to establish certain easements, rights of way and water and other rights over and in said real estate of the Grantor;

NOW, THEREFORE, in consideration of the sum of one dollar ($1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, receipt whereof is hereby acknowledged, the parties hereto mutually agree and covenant as follows:



(A) Waste Dump Road

1. Grantor hereby grants and conveys to Grantee an easement and right of way for the fifty (50) foot wide Waste Dump Road, as shown on Exhibit A, for all ordinary purposes over the same.

2. Any and all risks, costs and expenses incurred in connection with the care, maintenance and up-keep of the Waste Dump Road shall be borne solely by Grantee.

3. Said Waste Dump Road shall not be built upon or otherwise altered or modified by Grantee, without the prior written approval of Grantor, which approval shall not be unreasonably withheld, and shall be kept open and unobstructed by the Grantee. Grantor may withhold any such approval when, in its judgment, the building upon or other alteration or modification of the Waste Dump Road will adversely affect any of its properties or assets or its operations as now or hereafter conducted.

(B) Waste Dump

1. Grantor hereby grants and conveys to Grantee an easement and right to use the Waste Dump, as shown on Exhibit A, for all ordinary purposes.

2. Any and all risks, costs and expenses incurred in connection with the care, maintenance and up-keep of the Waste Dump shall be borne solely by Grantee. Grantee shall, at its sole cost and expense, maintain and operate such Waste Dump in compliance with all

applicable federal, state and local pollution control laws and regulations.

3. Said Waste Dump shall not be built upon or otherwise altered or modified by Grantee, without the prior written approval of Grantor, which approval shall not be unreasonably withheld, and shall be kept open and unobstructed by the Grantee. Grantor may withhold such approval when, in its judgment, the building upon or other alteration or modification of the Waste Dump will adversely affect any of its properties or assets or its operations as now or hereafter conducted.

(C) Effluent

1. Grantor hereby grants and conveys to Grantee an easement and right to free passage of effluent from Grantee's property line through the Pipe for two hundred and fifty (250) feet, and thence through ninety (90) feet of the Open Ditch to the Settling Pond, and thence by natural drainage for two hundred and forty (240) feet into Lake No. 2, all as shown on Exhibit A.

2. Any and all risks, costs and expenses incurred in connection with the care, maintenance, up-keep and, with respect to the Pipe, replacement of such Pipe, Open Ditch, Settling Pond, natural drainage area and Lake No. 2 shall be borne solely by Grantee. Grantee shall, at its sole cost and expense, maintain and operate such facilities in compliance with all applicable federal, state and local pollution control laws and regulations.

3. Said Pipe, Open Ditch, Settling Pond, natural

drainage area and Lake No. 2 may be built upon, expanded, reduced, diverted or otherwise altered by Grantor, at its sole cost and expense, so long as the free passage of effluent from Grantee's property as contemplated by the above right to free passage is not adversely affected. Said facilities shall not be built upon, expanded, reduced, diverted or otherwise altered by Grantee, without the prior written approval of Grantor, which approval shall not be unreasonably withheld, and shall be kept open and unobstructed by the Grantee. Grantor may withhold such approval when, in its judgment, the building upon, expansion, reduction, diversion or other alteration of any such facility will adversely affect any of its properties or assets or its operations as now or hereafter conducted.

(D) Water

1. Grantor hereby grants and conveys to Grantee the right to take and pump water from Grantor's Lake No. 2, as shown on Exhibit A, for use in the operations of Grantee's Cement Asbestos Plant when the use of such water by Grantee does not interfere with Grantor's prior right to take and use such water in the operations of its Cement Plant; provided, however, should Grantor temporarily stop or so reduce its pumping of water from its Quarry, as shown on Exhibit A, and from Lake No. 1, as shown on Exhibit A, so that there is insufficient water in Lake No. 2 to satisfy Grantee's needs in the operations of its Cement Asbestos Plant after satisfying Grantor's needs for water in the operations of its Cement Plant, Grantor shall, at Grantee's written

request and risk and expense, continue to pump sufficient water from the Quarry and Lake No. 1 to meet Grantee's needs in the operations of its Cement Asbestos Plant, to the extent such water is available in the Quarry; and provided, further, should Grantor permanently stop or abandon its pumping of water from the Quarry and Lake No. 1, Grantee shall have the right to purchase all of Grantee's pumps, pipes and equipment (including necessary appurtenances and electric power lines at the Quarry) used by Grantor exclusively in the pumping of water from the Quarry and Lake No. 1 to Lake No. 2 at their then net book value, and to pump sufficient water from the Quarry and Lake No. 1 to and from Lake No. 2 to meet Grantee's needs in the operations of its Cement Asbestos Plant, or at Grantee's option, Grantee shall have the right to install similar facilities in order to secure and deliver sufficient water from the Quarry through Lake No. 1 and Lake No. 2 to meet Grantee's needs in the operations of its Cement Asbestos Plant.

2. Grantor hereby further grants and conveys to Grantee the right to locate, operate, maintain, repair and replace a water pump at Lake No. 2, a water tank on the hill in the vicinity of Lake No. 2 and the necessary piping between Lake No. 2, the water tank and Grantee's Cement Asbestos Plant in order to take and pump sufficient quantities of water from Lake No. 2 to satisfy the needs of Grantee in the operations of its Cement Asbestos Plant.

3. Any and all risks, costs and expenses incurred in the taking and pumping of water by Grantee from the Quarry, Lake

No. 1 and Lake No. 2 and in the construction, operation, maintenance, repair and replacement of any pump, water tank, piping or similar device or equipment by Grantee shall be borne solely by Grantee.

4. Said Quarry and Lake No. 1 may be built upon, expanded, reduced, diverted or otherwise altered by Grantor in any manner and at any time, so long as the rights of Grantee to sufficient quantities of water for the needs of its Cement Asbestos Plant continue to be satisfied at no additional cost to Grantee. Grantee shall not construct, modify, or otherwise build upon or alter said Quarry or Lake No. 1 or any pump, water tank, piping or similar device or equipment pursuant to the rights granted above without the prior written approval of Grantor, which approval shall not be unreasonably withheld. Grantor may withhold any such approval when, in its judgment, the construction, modification or other building upon or altering of said Quarry or Lake No. 1 or any pump, water tank, piping or similar device or equipment will adversely affect any of its properties or assets or its operations as now or hereafter conducted.

(E). Railroad Side Track

1. Grantor hereby grants and conveys to Grantee an easement and right of way for approximately one hundred (100) feet of Railroad Side Track running from Grantor's railroad side track into Grantee's property, as shown on Exhibit A, jointly with Grantor,

for all ordinary purposes.

2. Any and all risks, costs and expenses incurred in connection with the care, maintenance and up-keep of such Railroad Side Track shall be borne solely by Grantee.

3. Said Railroad Side Track shall not be built upon or otherwise altered or modified by Grantee, without the prior written approval of Grantor, which approval shall not be unreasonably withheld, and shall be kept open and unobstructed for the benefit of, and may be used in common by, Grantor and Grantee. Grantor may withhold any such approval when, in its judgment, the building upon or other alteration or modification of the Railroad Side Track will adversely affect any of its properties or assets or its operations as now or hereafter conducted.

(F) Successors and Assigns

The easements, rights of way, and water and other rights granted hereunder together with all other covenants contained herein are real covenants running with the land and shall inure to the benefit of and be binding upon each of the parties, their respective successors and assigns; provided, however, nothing herein contained shall be construed, nor shall there be any obligation of Grantor, its successors or assigns, to restrict in any manner any other premises now or hereafter owned by Grantor, its successors or assigns.

(G) Further Covenants

Grantor further covenants and agrees with Grantee that

Grantor will execute, acknowledge and deliver any and all further deeds, assignments, transfers, conveyances and any other instruments as may be necessary or proper in order to convey and transfer, and appropriately record, the easements, rights of way and water and other rights hereby conveyed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under their respective corporate seals as of the date first above written.

NATIONAL CEMENT COMPANY, INC.

(Corporate Seal)

Attest:

By_____

_____

CEMENT ASBESTOS PRODUCTS COMPANY

(Corporate Seal)

Attest:

By

This instrument prepared by

Name Fred McDuff

Address Woodward, Alabama 35189

STATE OF NEW YORK)

COUNTY OF NEW YORK)

I, _____, a Notary Public in and for said county in said state, hereby certify that _____, whose name as _____ of National Cement Company, Inc., a corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this _____ day of _____, 1974.

_____
Notary Public

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, J. L. Walton, a Notary Public in and for said county in said state, hereby certify that L. D. Weaver, whose name as _____ President of Cement Asbestos Products Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12th day of April, 1974.

J. L. Walton
Notary Public

MW0000708

II. CASH (Improving our Position)

1973 efforts were directed towards improving our cash position, the results so indicate, but we have much work to do.

A. Inventory is $800,000 over plan.

1. Reduce operating rate in November and December.
2. If necessary, determine which plant should operate.
3. Sell more - marketing people making a decided effort in doing this - have been permitted to meet more price situations than heretofore.

B. We have put forth a great effort to speed up collections, settle claims and lawsuits, as noted by the improvement - can't relax in this category.

C. Profit (cost and price as previously mentioned).

III. CONCLUSION

A. Hopefully, the efforts at further cost reduction as mentioned will reduce costs about $3.00 per ton.

B. We must get a total of $14.00 margin to realize a 10% Return on Net Assets - the remaining $11.00 must come from the marketplace.

The cost pressure surely is also affecting other A/C manufacturers the same as us. There appears to be an indication this is happening. Pipe of other materials, such as cast iron, must also be feeling the pressure of added costs because of the scrap shortage and higher price. With the shortage of materials from which to manufacture PVC now showing up, it would appear that A/C pipe will assume a stronger position in the industry. Higher interest rates may be a deterrent until people become adjusted.

The Chairman introduced a resolution to authorize and empower the following listed officers to execute financing notes for the previously authorized maximum sum of $500,000 to The First National Bank of Birmingham. Whereupon, the motion was duly made and seconded, the resolution was unanimously adopted.

Authorized Officers: Messrs. W. R. Bond
S. D. Weaver
W. H. Beasley

The Chairman discussed with the Directors present personnel and salary changes that were to be resolved after having an opportunity to take the matter up with Mr. Warren Batts.

Mr. Kamrick asked about the Woodward Management Service Fee, and it was explained that the service charges were reduced, by letter of agreement dated July 30, 1973, from Mr. C. W. Adair to Mr. W. R. Bond, to $30,000 annually.

There being no further business to be transacted, the meeting was adjourned.

PLAINTIFF'S EXHIBIT 12

W. H. Beasley
Assistant Secretary

MW0000481