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7 f/k/a SQUARE D COMPANY

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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

11 CARI R. PILLO, et al.,

12 Plaintiffs,

13 vs.

14 CBS CORPORATION, et al.,

15 Defendants.

Case No. RG-11-607335

**DEFENDANT SCHNEIDER ELECTRIC
USA, INC.'S (FORMERLY KNOWN AS
SQUARE D COMPANY) FOURTH
SUPPLEMENTAL RESPONSES TO
PLAINTIFFS' FIRST SET OF
INTERROGATORIES**

17 PROPOUNDING PARTY: Plaintiffs

18 RESPONDING PARTY: Defendant Schneider Electric USA, Inc.,
19 formerly known as Square D Company

20 SET NUMBER: ONE (1)

21 **DEFENDANT SCHNEIDER ELECTRIC USA, INC.'S (FORMERLY**
22 **KNOWN AS SQUARE D COMPANY) FOURTH SUPPLEMENTAL**
RESPONSES TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

23 Defendant Schneider Electric USA, Inc., formerly known as Square D Company ("Square
24 D"), by counsel, supplements its answers to Plaintiffs' First Set of Interrogatories ("Plaintiffs'
25 Discovery") as follows:

26 **PRELIMINARY STATEMENTS**

27 The following responses are based upon the information that is presently known and available
28 to Square D based upon a continuing and ongoing reasonable investigation. Square D believes that

1 these responses are accurate as of the date made. However, many of the matters inquired about in
2 Plaintiffs' Discovery took place decades ago. Therefore, some information may be incomplete or no
3 longer available due to the passage of time. Although Square D has endeavored to conduct a
4 reasonable investigation, it cannot exclude the possibility that its continued review of these subjects
5 may reveal more complete information. Consequently, Square D's review of the matters inquired
6 into by Plaintiffs' Discovery continues, and, to the extent appropriate, Square D reserves the right to
7 further supplement or amend its objections and responses.

8 Square D's Preliminary Statements are incorporated into the discovery responses set forth
9 below.

10 **GENERAL OBJECTIONS**

11 Square D's General Objections are incorporated by reference into the discovery responses set
12 forth below and are stated here for the convenience of the parties and the Court.

13 1. Square D objects to the unlimited scope and breadth of Plaintiff's Discovery. For over
14 100 years, Square D has conducted operations manufacturing a diverse and broad range of electrical
15 equipment products, which have been steadily developed and improved over time to satisfy emerging
16 industry and customer demands as well as advances in design and technology. To require Square D
17 to conduct an unlimited scope of inquiry into every product, and every iteration of every product, that
18 it ever manufactured and to provide the kind of broad information requested by Plaintiff's Discovery
19 is unfair, unreasonable, and would involve enormous expense and an unnecessary burden on Square
20 D's part.

21 2. Square D objects to Plaintiffs' Discovery to the extent that Plaintiffs have failed to
22 identify a Square D product or products at issue. It is fundamentally unfair and unreasonable to
23 require Square D to defend itself in a lawsuit when its alleged product is not sufficiently identified so
24 as to put Square D on notice of the purported product liabilities asserted against it. In light of the
25 foregoing, and based on the limited information provided to date, Square D assumes that Plaintiffs'
26 alleged exposures against Square D in Alameda County litigation relate exclusively to certain broad
27 and undefined general classifications of electrical equipment products manufactured by Square D.
28 However, the design, function, materials, and construction applicable to the numerous electrical

1 equipment products or configurations developed and manufactured by Square D over the last 100
2 years vary greatly and could possibly include many hundreds of different products, product
3 configurations, and many thousands of individual parts and pieces. Square D objects that Plaintiffs
4 have failed to provide information, such as, for example, product-specific catalog numbers and/or
5 factory order numbers, which would assist Square D in determining the products at issue in this case.
6 As such, Square D has nevertheless made a reasonable and good faith effort to provide what it
7 understands to be responsive information to this unlimited discovery request, subject, however, to the
8 fact that Square D remains unaware of what Square D product or products remain at issue in this
9 case.

10 3. In several instances, Plaintiffs' Discovery requests refer to the interchangeable terms
11 "Defendant," "You," "Your" and "Your Company." Unless otherwise stated, these terms shall be
12 reasonably understood to refer to Square D Company; a business corporation originally formed in
13 Michigan in approximately 1903 as the McBride Manufacturing Company, which after successive
14 name changes, became known as Square D Company in approximately 1917, and changed its name
15 to Schneider Electric USA, Inc. on or about December 15, 2009.

16 4. Square D submits these responses on its own behalf and for no other entity, including
17 without limitation, any other parent, subsidiary, or affiliated entities.

18 5. Square D objects to Plaintiffs' Discovery to the extent it seeks the production or
19 disclosure of communications prepared by or for Square D's lawyers, which communications (a)
20 were made by or to legal counsel in anticipation of or in connection with litigation, or (b) reflect
21 confidential and privileged communications between or among counsel, representatives of Square D
22 and/or non-testifying experts retained for purposes of assisting Square D or its counsel in litigation.
23 Square D will not produce or disclose such privileged communications; in addition, Square D will not
24 disclose or otherwise identify such privileged communications in response to written discovery or on
25 any listing of documents or things withheld from production.

26 6. In responding to Plaintiffs' Discovery, Square D does not waive, and expressly
27 preserves the following objections:
28

- 1 a. all objections regarding competency, relevancy, materiality, and
2 admissibility;
3 b. all objections regarding the use of the responses in any proceeding;
4 and
5 c. all objections to any further interrogatories or other discovery
6 requests involving, or related to, any of the requests in Plaintiffs'
7 discovery.

8 7. Square D does not concede that any of its responses to Plaintiffs' Discovery are
9 admissible evidence at any trial or any other legal proceeding in which evidence is heard.
10 Accordingly, Square D does not waive any objections, on any ground, whether or not asserted herein,
11 to the use of such answers at trial.

12 **INTERROGATORIES**

13 **INTERROGATORY NO. 1:**

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

- 15 a. their name;
16 b. their present business address;
17 c. their present job title;
18 d. their date of first employment with you, and the dates and titles of each job position
19 they have held while they were employed by you.

20 **ANSWER:** Subject to and without waiving its foregoing General Objections, Square D states that
21 the information set forth in these answers has been compiled by counsel retained by Square D from
22 information developed during the course of discovery activities for similar, previously-filed litigation.
23 Such information has developed over a period of time through conversations with individuals and the
24 review of documents and other materials. Such individuals were not consulted, however, specifically
25 for responding to these interrogatories. By way of further response, William Pratt and Bryce
26 Wendland provided certain information used in answering these Interrogatories and verify these
27 answers. Mr. Pratt began employment with Square D as an Applications Engineer in 1984. In
28 approximately 1986, Mr. Pratt became a Product Specialist. In approximately 1990, Mr. Pratt's title

1 became Construction Marketing Specialist. Mr. Pratt assumed the title of Senior Project Specialist in
2 1993. In 2006, Mr. Pratt's title became Senior Staff Electrical/Electronics Engineer. By way of
3 further response, Mr. Pratt's business address is 8001 Knightdale Boulevard, Knightdale, North
4 Carolina. Mr. Wendland's current title is Safety and Environmental Systems and Project Manager.
5 Mr. Wendland was first employed with Square D in 1994 as a Safety, Health, and Environmental
6 Manager. From 2008 through 2011, Mr. Wendland's title was Safety, Health, and Environmental
7 Senior Manager. Mr. Wendland's business address is 1717 Centerpark Road, Lincoln, Nebraska.

8 INTERROGATORY NO. 2:

9 State whether YOU are a corporation. If so, state:

- 10 a. YOUR full corporate name;
11 b. the state of incorporation;
12 c. the date of incorporation;
13 d. the address of YOUR principal place of business;
14 e. if YOU are wholly-owned or if more than five (5) percent of the ownership interest of

15 YOUR COMPANY is owned by another business entity, state that entity's name and principal place
16 of business.

17 ANSWER: Subject to and without waiving the foregoing General Objections, the correct corporate
18 name for this defendant is Schneider Electric USA, Inc. By way of further response, Schneider
19 Electric USA, Inc., formerly known as Square D Company, is a corporation formed under the laws of
20 the State of Delaware. By way of further response, Schneider Electric USA, Inc. was originally
21 incorporated in Michigan in approximately 1903 under the name McBride Manufacturing Company.
22 After successive name changes, McBride Manufacturing Company eventually became known as
23 Square D Company in approximately 1917. In or about 1988, Square D Company reincorporated in
24 the State of Delaware. On approximately December 15, 2009, Square D Company changed its name
25 to Schneider Electric USA, Inc. This December 15, 2009 event was only a name change and did not
26 involve corporate status or the disposition or transfer of any assets or liabilities. Additionally, Square
27 D's principal place of business is located at 1415 South Roselle Road, Palatine, Illinois. By way of
28 further response, but without conceding the relevance of this response, Schneider Electric USA, Inc.,

1 formerly known as Square D Company, is a corporation formed under the laws of the State of
2 Delaware. The common stock of Schneider Electric USA, Inc. is owned by Schneider Electric
3 Holdings, Inc., which is incorporated under the laws of Delaware and is not publicly traded. The
4 common stock of Schneider Electric Holdings, Inc. is in turn owned by Schneider Electric Industries
5 SAS and by Schneider Electric Holding Amerique du Nord, both of which are incorporated under the
6 laws of France. Schneider Electric Holding Amerique du Nord is in turn owned by Schneider
7 Electric Industries SAS. Schneider Electric Industries SAS is in turn owned by Schneider Electric
8 SA, which is incorporated under the laws of France.

9 INTERROGATORY NO. 3:

10 Has THIS DEFENDANT ever been identified, known, or done business under any other
11 name? If so, please state such name or names and the time period during which THIS DEFENDANT
12 was so known or identified.

13 ANSWER: Subject to and without waiving the foregoing General Objections, particularly General
14 Objection No. 3, the correct corporate name for this defendant is Schneider Electric USA, Inc. By
15 way of further response, Schneider Electric USA, Inc. was originally incorporated in Michigan in
16 approximately 1903 under the name McBride Manufacturing Company. After successive name
17 changes, McBride Manufacturing Company eventually became known as Square D Company in
18 approximately 1917. In or about 1988, Square D Company reincorporated in Delaware. On
19 approximately December 15, 2009, Square D Company changed its name to Schneider Electric USA,
20 Inc. This December 15, 2009 event was only a name change and did not involve corporate status or
21 the disposition or transfer of any assets or liabilities.

22 INTERROGATORY NO. 4:

23 State whether YOU have ever been registered or qualified to do business in the State of
24 California. If so, state the date YOU became qualified to conduct business in the State of California.

25 ANSWER: Subject to and without waving its foregoing General Objections, Square D states that
26 upon information and belief, since approximately 1936 it has been registered to do business in the
27 State of California.

1 INTERROGATORY NO. 5:

2 Does THIS DEFENDANT currently have, or has THIS DEFENDANT had a department,
3 division, subdivision, branch or group responsible for the design, development, manufacture, testing
4 and use of ASBESTOS-CONTAINING PRODUCT(S). If so, state:

5 a. the name of each present or former corporate department, division, subdivision,
6 branch or group;

7 b. the IDENTITY of the person most knowledgeable about such department, division,
8 subdivision, branch or group.

9 ANSWER: Subject to and without waiving its foregoing General Objections, Square D did not
10 maintain a department, division, subdivision, branch or group responsible for the design,
11 development, manufacture, testing and use of "asbestos-containing products" as such. Moreover,
12 Square D is unaware of facts or circumstances necessitating that it maintain a department, division,
13 subdivision, branch or group responsible for the design, development, manufacture, testing and use of
14 "asbestos-containing products" as such. Plaintiffs cannot establish that Square D electrical
15 equipment products contained asbestos; indeed, not all of Square D's thousands of electrical
16 equipment products contained asbestos. By way of further response, and without conceding the
17 relevance of the same, Square D has maintained an engineering department whose responsibilities in
18 part would include research associated with the design and manufacture of electrical equipment
19 products.

20 INTERROGATORY NO. 6:

21 Has THIS DEFENDANT engaged in the MARKETing of ASBESTOS-CONTAINING
22 PRODUCT(S) comprised in whole or in part of amosite asbestos fiber; if so, please state:

- 23 a. the trade, brand name and/or generic name of each type of product;
24 b. the date(s) THIS DEFENDANT first MARKETed each type of product;
25 c. the date(s) THIS DEFENDANT ceased MARKETing each type of product;
26 d. a general description of the chemical composition of each type of product, including:
27 (i) the type(s) and/or grade(s) of RAW ASBESTOS FIBER contained in each type
28 of product;

1 (ii) the quantitative percentage of the type(s) of RAW ASBESTOS FIBER in each
2 type of product;

3 (iii) any change(s) in the quantitative percentages of the type(s) of RAW
4 ASBESTOS FIBER in each type of product;

5 e. the NATURE of each type of product;

6 f. a description of any wording, markings and/or logo on each type of product;

7 g. the recommended use(s) of each type of product, including temperature limits;

8 h. the name(s) of the manufacturer(s) of each type of product;

9 i. the name(s) and address(es) of the supplier(s) of the amosite asbestos fiber used in
10 each type of product;

11 j. the IDENTITY of the person(s) most knowledgeable concerning the purchase of
12 amosite asbestos fiber by THIS DEFENDANT.

13 **ANSWER:** Subject to and without waiving its foregoing General Objections, as an initial matter,
14 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
15 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
16 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
17 unlimited investigation into the broad and diverse variety of electrical equipment products that it
18 manufactured over the course of its over one hundred year history that vary greatly and could
19 possibly include many hundreds of different products, product configurations, and many thousands of
20 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
21 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
22 assist Square D in determining the products at issue in this case. Square D further states that this
23 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
24 contained asbestos components, which is expressly denied. By way of further response, Square D
25 incorporates by reference its objections and response to Interrogatory No. 8.

26 **INTERROGATORY NO. 7:**

27 Has THIS DEFENDANT engaged in the MARKETing of amosite asbestos fiber; if so, please
28 state:

- 1 a. the name and location of each amosite asbestos mine which THIS DEFENDANT
2 presently operates, has operated, or in which THIS DEFENDANT has or had an ownership interest,
3 including the dates of such ownership, and the grade of amosite asbestos fiber mined;
4 b. the date(s) THIS DEFENDANT first MARKETed amosite asbestos fiber;
5 c. the date(s) THIS DEFENDANT ceased MARKETing amosite asbestos fiber;
6 d. the grade(s) of such amosite asbestos fiber MARKETed by THIS DEFENDANT;
7 e. the recommended use(s) of each grade of such amosite asbestos fiber, including any
8 temperature limits;
9 f. the name(s) and address(es) of the supplier(s) of amosite asbestos fiber to THIS
10 DEFENDANT.

11 **ANSWER:** In addition to its foregoing General Objections, Square D objects that this Interrogatory
12 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
13 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
14 periods in which Plaintiffs allege exposure to certain Square D products. Additionally, Square D
15 objects that this Interrogatory seeks information that is overly broad, unduly burdensome and
16 duplicative in that it seeks information provided in response to another Interrogatory, specifically
17 Interrogatory No. 8. Subject to and without waiving its foregoing objections, Square D incorporates
18 by reference its objections and response to Interrogatory No. 8. By way of further response, Square
19 D states that it was not a seller of raw asbestos.

20 **INTERROGATORY NO. 8**

21 Has THIS DEFENDANT engaged in the MARKETing of ASBESTOS-CONTAINING
22 PRODUCTS comprised in whole or in part of chrysotile asbestos fiber; if so, please state:

- 23 a. the trade, brand name and/or generic name of each type of product;
24 b. the date(s) this Defendant first MARKETed each type of product;
25 c. the date(s) THIS DEFENDANT ceased MARKETing each type of product;
26 d. a general description of the chemical composition of each type of product, including:
27 (i) the type(s) and grade(s) of asbestos fiber contained in each type of product;
28

- 1 (ii) the quantitative percentage of the types of asbestos fiber in each type of
2 product;
- 3 (iii) any change(s) in the quantitative percentages of the type(s) of asbestos fiber in
4 each type of product;
- 5 e. the NATURE of each type of product;
- 6 f. a description of any wording, markings, and/or logo on each type of product;
- 7 g. the recommended use(s) of each type of product, including temperature limits;
- 8 h. the name of the manufacturer of each type of product;
- 9 i. the name(s) and address(es) of the supplier(s) of the chrysotile asbestos fiber used in
10 each type of product;
- 11 j. the IDENTITY of the person(s) most knowledgeable concerning the purchase of
12 chrysotile asbestos fiber by THIS DEFENDANT.

13 **ANSWER:** Subject to and without waiving its foregoing General Objections, as an initial matter,
14 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
15 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
16 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
17 unlimited investigation into the broad and diverse variety of electrical equipment products that it
18 manufactured over the course of its over one hundred year history. The design, function, materials,
19 and construction applicable to the numerous electrical equipment products or configurations
20 developed and manufactured by Square D over the last 100 years vary greatly and could possibly
21 include many hundreds of different products, product configurations, and many thousands of
22 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
23 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
24 assist Square D in determining the products at issue in this case. Square D further states that this
25 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
26 contained asbestos components, which is expressly denied. By way of further response, Square D
27 generally states that it manufactured and sold many different types of electrical equipment products
28 over the course of its over one hundred year history. Throughout that time, electrical distribution and

1 control products may have been re-engineered and redesigned to satisfy new applications and
2 requirements in the marketplace and/or respond to new materials, codes, and standards for the
3 distribution and control of electricity. Over the decades, Square D products have evolved and were
4 redesigned, modified or re-engineered to meet changing demands. For many decades, these products
5 incorporated molded or bonded component parts manufactured from composite materials. Generally,
6 molded or bonded composite materials were used in some, but not all, electrical equipment products
7 for structural support, mechanical operation, electric arc suppression, or for physical barriers.
8 Molded or bonded component parts used in electrical equipment products were manufactured with
9 various materials, including ceramics, plastics, and other composites.

10 Over time, molded or bonded composite materials used for these purposes incorporated a
11 wide variety of ingredients—most of which were proprietary to the third-party entities, which
12 manufactured, marketed, and sold such composite materials. For limited periods of time, some of the
13 composite materials may have included some quantity of encapsulated asbestos fibers. At all relevant
14 time periods, molded or bonded composite materials were generally manufactured or supplied by
15 third-parties; however, for a period of time before approximately 1975, Square D purchased raw
16 chrysotile asbestos from at least Carey-Canadian Mines Ltd. for use in the manufacture of certain
17 cold-molded component parts used in certain types of electrical equipment.

18 From approximately 1978 to the mid-1980s, suitable replacement composite materials, which
19 did not contain asbestos, were becoming available from suppliers of such materials. Accordingly, by
20 approximately the mid-1980s, non-asbestos-containing replacement materials, which did not and do
21 not contain asbestos, came to be used generally.

22 As noted above, molded or bonded composite component parts were made from a variety of
23 ingredients. Upon information and belief, the constituent composite materials, including any asbestos
24 or other fibrous material contained in the molded or bonded materials, were chemically and/or
25 physically bound within the compound itself. Thus, the encapsulated fibers could not be released in a
26 respirable form under reasonably anticipated usage conditions. Moreover, the molded or bonded
27 component parts that were incorporated into Square D products did not require alteration or
28 modification by persons using the products for their intended purpose.

1 By way of further response, to the best of its present knowledge, Square D generally did not
2 specify that suppliers of composite materials use asbestos. Instead, Square D generally required that
3 materials used to make component parts of its electrical equipment products meet certain physical
4 and performance specifications. Additionally, Square D states that to the best of its knowledge,
5 information regarding the specific chemical composition and ingredients of such molded or bonded
6 materials utilized in Square D electrical equipment products would be in the possession of the
7 suppliers of those materials and not necessarily with Square D. To the best of its present knowledge,
8 the following may have supplied materials to Square D for use in the manufacture or assembly of
9 molded or bonded component parts in certain electrical equipment products: Meriden Molded
10 Plastics, American Cyanamid, Plastics Engineering Company, Plumb Chemical Company, Plaslok
11 Corp., Garfield Manufacturing Company, Cytec Industries, Dow Corning, Rostone Corporation, U.S.
12 Polymeric, Freeman Chemical, Johns Manville, British Industrial Plastics, Rogers Corporation, Durez
13 Corporation, Glastic Corporation, Paramount Industries, Fiberite, Allied Chemical, Monmouth
14 Plastics, Union Carbide Corporation, Premix Inc., Carey-Canadian Mines, Ltd., Polyply Inc.,
15 Reichhold Chemicals, Ciba Geigy, Precision Paper and Tube, Wilson-Fiberfil, Quin-T Corporation,
16 DuPont, Polymer Corp., General Electric, B.F. Goodrich, Eastman, LNP Corp., Rhone-Poulenc, Gulf
17 Oil, Monsanto, Wellman Inc., Amoco Chemicals Corp., Shaw Plastic, Rohn & Hass, Borg-Warner
18 Chemicals, Uniroyal Chemical, Resinoid Engineering, RTP Company, Mobay, Continental
19 Polymers, BASF Corporation, Perstorp Ferguson, Bayer, A. Schulman Inc., Phillips Chemical Co.,
20 Kay-Fries Inc., Spaulding, Norplex, Iten Industries, Northern Plastics, J.P. Lewis Co., National
21 Switch, and Celanese Plastics.

22 INTERROGATORY NO. 9:

23 Has THIS DEFENDANT engaged in the MARKETing of chrysotile asbestos fiber; if so,
24 please state:

25 a. the name and location of each chrysotile asbestos mine which THIS DEFENDANT
26 presently operates, has operated, or in which THIS DEFENDANT has or had an ownership interest,
27 including dates of such ownership, and the grade of chrysotile asbestos fiber mined;

28 b. the date(s) THIS DEFENDANT first MARKETed chrysotile asbestos fiber;

- 1 c. the date(s) THIS DEFENDANT ceased MARKETing chrysotile asbestos fiber;
2 d. the grade(s) of such chrysotile asbestos fiber MARKETed by THIS DEFENDANT;
3 e. the recommended use(s) of each grade of such chrysotile asbestos fiber, including
4 temperature limits;
5 f. the name(s) and address(es) of the supplier(s) of chrysotile asbestos fiber to THIS
6 DEFENDANT.

7 **ANSWER:** In addition to its foregoing General Objections, Square D objects that this Interrogatory
8 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
9 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
10 periods in which Plaintiffs allege exposure to certain Square D products. Additionally, Square D
11 objects that this Interrogatory seeks information that is overly broad, unduly burdensome and
12 duplicative in that it seeks information provided in response to another Interrogatory, specifically
13 Interrogatory No. 8. Subject to and without waiving its foregoing objections, Square D incorporates
14 by reference its objections and response to Interrogatory No. 8. By way of further response, Square
15 D states that it was not a seller of raw asbestos.

16 **INTERROGATORY NO. 10:**

17 Has THIS DEFENDANT engaged in the MARKETing of ASBESTOS-CONTAINING
18 PRODUCTS comprised in whole or in part of crocidolite asbestos fiber; if so, please state:

- 19 a. the trade, brand name and/or generic name of each type of product;
20 b. the date(s) THIS DEFENDANT first MARKETed each type of product;
21 c. the date(s) THIS DEFENDANT ceased MARKETing each type of product;
22 d. a general description of the chemical composition of each type of product, including:
23 (i) the type(s) and grade(s) of asbestos fiber contained in each type of product;
24 (ii) the quantitative percentage of the. type(s) of fiber in each type of product;
25 (iii) any change(s) in the quantitative percentages of the type(s) of asbestos fiber in
26 each type of product;
27 e. the NATURE of each type of product;
28 f. a description of any wording, markings and/or logo on each type of product;

- 1 g. the recommended use(s) of each type of product, including temperature limits;
2 h. the name of the manufacturer of each type of product;
3 i. the name(s) and address(es) of the supplier(s) of the crocidolite asbestos fiber used in
4 each type of product;
5 j. the IDENTITY of the person(s) most knowledgeable concerning the purchase of
6 crocidolite asbestos fiber by THIS DEFENDANT.

7 **ANSWER:** Subject to and without waiving its foregoing General Objections, as an initial matter,
8 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
9 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
10 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
11 unlimited investigation into the broad and diverse variety of electrical equipment products that it
12 manufactured over the course of its over one hundred year history that vary greatly and could
13 possibly include many hundreds of different products, product configurations, and many thousands of
14 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
15 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
16 assist Square D in determining the products at issue in this case. Square D further states that this
17 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
18 contained asbestos components, which is expressly denied. By way of further response, Square D
19 incorporates by reference its objections and response to Interrogatory No. 8.

20 **INTERROGATORY NO. 11:**

21 Has THIS DEFENDANT engaged in the MARKETing of crocidolite asbestos fiber; if so,
22 please state:

- 23 a. the name and location of each crocidolite asbestos mine which THIS DEFENDANT
24 presently operates, has operated, in the, and/or in which THIS DEFENDANT has or had an
25 ownership interest, including the dates of such ownership, and the grade of asbestos fiber mined;
26 b. the date(s) THIS DEFENDANT first MARKETed crocidolite asbestos fiber;
27 c. the date(s) THIS DEFENDANT ceased MARKETing crocidolite asbestos fiber;
28 d. the grade(s) of such crocidolite asbestos fiber MARKETed by THIS DEFENDANT;

1 e. the recommended use(s) of each grade of such crocidolite asbestos fiber, including
2 temperature limits;

3 f. the name(s) and address(es) of the supplier(s) of crocidolite asbestos fiber to THIS
4 DEFENDANT.

5 **ANSWER:** In addition to its foregoing General Objections, Square D objects that this Interrogatory
6 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
7 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
8 periods in which Plaintiffs allege exposure to certain Square D products. Additionally, Square D
9 objects that this Interrogatory seeks information that is overly broad, unduly burdensome and
10 duplicative in that it seeks information provided in response to another Interrogatory, specifically
11 Interrogatory No. 8. Subject to and without waiving its foregoing objections, Square D incorporates
12 by reference its objections and response to Interrogatory No. 8. By way of further response, Square
13 D states that it was not a seller of raw asbestos.

14 **INTERROGATORY NO. 12:**

15 Does or did THIS DEFENDANT have a controlling ownership interest in any COMPANY
16 which MARKETed ASBESTOS-CONTAINING PRODUCT(S); if so, please state:

- 17 a. the name of such COMPANY;
18 b. the date of incorporation of such COMPANY;
19 c. the state of incorporation of such COMPANY;
20 d. the date such interest was acquired;
21 e. the date such interest was changed or terminated, if applicable;
22 f. the name and location of each facility of such COMPANY;
23 g. the name of each type of ASBESTOS-CONTAINING PRODUCT(S) manufactured,
24 processed, and/or assembled by such COMPANY.

25 **ANSWER:** In addition to its foregoing General Objections, Square D also objects that this
26 Interrogatory is overly broad, unduly burdensome, seeks information that is not relevant to this
27 action, and it is not reasonably calculated to lead to the discovery of admissible evidence, in that it is
28 not limited in time and seeks a discussion of over one hundred years of company history. As such,

1 this Interrogatory is an improper, onerous, and fundamentally unfair attempt by Plaintiffs to require
2 Square D to conduct a nearly unlimited investigation into the potentially numerous corporate
3 transactions over the course of its over one hundred year history, much of which may not be
4 applicable to this case. Square D further objects to this Interrogatory in that it seeks legal conclusions
5 regarding a "controlling ownership interest."

6 INTERROGATORY NO. 13:

7 Does or did THIS DEFENDANT have a controlling ownership interest in any COMPANY
8 that MARKETed RAW ASBESTOS FIBER; if so, please state:

- 9 a. the name of such COMPANY;
10 b. the date of incorporation or charter of such COMPANY;
11 c. the state or country of incorporation of such COMPANY;
12 d. the date such interest was acquired;
13 e. the dates such interest changed or terminated, if applicable;
14 f. the name and location of each asbestos mine owned by such COMPANY;
15 g. the grade and type of RAW ASBESTOS FIBER mined at each mine.

16 ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory
17 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
18 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
19 periods in which Plaintiffs allege exposure to certain Square D products. Subject to and without
20 waiving its foregoing objections, Square D states that it was not a seller of raw asbestos.

21 INTERROGATORY NO. 14:

22 Has THIS DEFENDANT warehoused any RAW ASBESTOS FIBER or ASBESTOS-
23 CONTAINING PRODUCT(S) in the State of California; if so, please state:

- 24 a. the address of each warehouse facility;
25 b. the year(s) THIS DEFENDANT utilized each facility;
26 c. the IDENTITY of the custodian of warehousing records.

27 ANSWER: Subject to and without waiving its foregoing objections, Square D states that to the best
28 of its present knowledge, it did not "warehouse" raw asbestos fibers in the State of California.

1 Plaintiffs cannot establish that Square D electrical equipment products contained asbestos; indeed,
2 not all of Square D's thousands of electrical equipment products contained asbestos. By way of
3 further response, and without conceding that any of these sites were involved with "asbestos-
4 containing products" generally, or the "warehousing" of "asbestos-containing products" specifically,
5 Square D states that it has maintained the following facilities in the State of California: an assembly
6 plant in Chino, California which opened in approximately 1986 and closed in approximately 1992; an
7 assembly plant in Los Angeles, California from approximately 1946 until 1986; and an assembly
8 plant in San Francisco, California from 1936 until 1969. By way of further response, Square D may
9 have had distribution facilities in Cerritos, California and Bakersfield, California, but to the best of its
10 present knowledge, additional information is not available at this time. Additionally, Square D does
11 not have a formal custodian of records.

12 INTERROGATORY NO. 15:

13 Has THIS DEFENDANT owned or operated facilities anywhere in the United States in which
14 ASBESTOS-CONTAINING PRODUCT(S) have been manufactured, processed and/or assembled; if
15 so, state:

- 16 a. the address of each such facility, including city and state.

17 ANSWER: Subject to and without waiving its foregoing General Objections, see Square D's
18 objections and responses to Interrogatory No. 16.

19 INTERROGATORY NO. 16:

20 If THIS DEFENDANT owned or operated facilities in which ASBESTOS-CONTAINING
21 PRODUCT(S) have been manufactured, processed and/or assembled, please state:

- 22 a. the date said facilities began operation;
23 b. the date said facility ceased operation; and
24 c. the name of each type of ASBESTOS-CONTAINING PRODUCT manufactured,
25 processed or assembled at each such facility.

26 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
27 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
28 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,

1 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
2 unlimited investigation into the broad and diverse variety of electrical equipment products that it
3 manufactured over the course of its over one hundred year history that vary greatly and could
4 possibly include many hundreds of different products, product configurations, and many thousands of
5 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
6 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
7 assist Square D in determining the products at issue in this case. Square D further states that this
8 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
9 contained asbestos components, which is expressly denied. Plaintiffs cannot establish that Square D
10 electrical equipment products contained asbestos; indeed, not all of Square D's thousands of
11 electrical equipment products contained asbestos. By way of further response, Square D states that to
12 the best of its present knowledge, the following list identifies the location, approximate years of
13 operation of each facility, and a general description of the types of products manufactured or
14 assembled at each facility; however, Square D does not concede that these facilities were involved in
15 the manufacture or assembly of asbestos-containing products. Moreover, given Square D's broad and
16 diverse product offerings over the years, it is possible that other types of products were manufactured
17 at these facilities: Allentown, Pennsylvania opened in 1981 and is now closed (various); Asheville,
18 North Carolina opened in 1960 and is now closed (various); Atlanta, Georgia from 1957 until 1993
19 (assembly); Birmingham, Alabama from 1971 until 1983 (various); Bordentown, New Jersey from
20 1979 until 1990 (copper foil); Bronx, New York opened in 1975 and is now closed (electrical signal
21 devices); Cedar Rapids, Iowa from 1955 until present (circuit breakers); Chicago, Illinois from 1971
22 until 1986 (various); Chino, California opened in 1986 and closed in approximately 1992 (assembly);
23 Clanton, Alabama from 1970 until 1995; Clearwater, Florida from 1974 until 1995 (transformers);
24 Cleveland, Ohio from 1955 until approximately 1973 (crane control products); Columbia, Missouri
25 from 1978 until present (circuit breakers); Columbia, South Carolina from 1972 until present
26 (various); Dallas, Texas opened in 1951 and is now closed (assembly plants); Denver, Colorado from
27 1956 until 1986 (assembly); Detroit, Michigan from 1909 until 1960; Emmaus, Pennsylvania from
28 1975 until 1986 (various); Huntington, Indiana from 1966 until present (transformers); Leeds,

1 Alabama from 1970 until 1995 (various); Lexington, Kentucky from 1957 until present (various);
2 Lincoln, Nebraska from 1970 until present (circuit breakers); Los Angeles, California from 1946 until
3 1986 (assembly); Lyndhurst, New Jersey from 1970 until 1986; Madison Heights, Michigan from
4 1956 until 1984 (assembly); Mesquite, Texas from 1974 until 1987 (various); Middletown, Ohio
5 opened in 1969 and is now closed (switches); Milwaukee, Wisconsin from 1971 until 1997
6 (transformers); Milwaukee, Wisconsin from 1940 until 1997; Milwaukee, Wisconsin opened in 1952
7 and is now closed; Monroe, North Carolina from 1982 until 2003 (transformers); Omaha, Nebraska
8 opened in 1970 and is now closed (assembly); Orting, Washington from 1973 until 1986 (various);
9 Oshkosh, Wisconsin from 1974 until 2000 (various); Oxford, Ohio from 1969 until present (bus
10 duct); Peru, Indiana from 1920 until present (various); Pinellas Park, Florida from 1981 until 1996
11 (various); Raleigh, North Carolina from 1972 until present (motor control products); San Francisco,
12 California from 1936 until 1969 (assembly); Seneca, South Carolina from 1986 until present
13 (various); Schiller Park, Illinois from 1964 until present (assembly); Seattle, Washington from 1952
14 until 1986 (assembly); Secaucus, New Jersey opened in 1955 and is now closed (assembly); Smyrna,
15 Tennessee from 1981 until present (various); Spokane, Washington from 1979 until 1986
16 (transformers); Tempe, Arizona, opened in approximately 1981 and now closed (various); and Three
17 Rivers, Michigan from 1966 until the early 1980s (various). By way of further response, Square D
18 may have had a facility in New Smyrna Beach, Florida, but to the best of its present knowledge,
19 additional information is not available at this time.

20 INTERROGATORY NO. 17:

21 Has THIS DEFENDANT purchased or otherwise acquired any rights to the manufacture of
22 ASBESTOS-CONTAINING PRODUCT(S) from another COMPANY? If so, state:

- 23 a. the date of purchase or acquisition of such rights;
24 b. the trade, brand, and/or generic name of such ASBESTOS-CONTAINING
25 PRODUCT(S);
26 c. the name and location of any COMPANY from which such rights were purchased or
27 acquired;
28 d. the IDENTITY of the custodian of records of such purchase(s) or acquisition(s).

1 **ANSWER:** In addition to its foregoing General Objections, Square D also objects that this
2 Interrogatory is overly broad, unduly burdensome, seeks information that is not relevant to this
3 action, and it is not reasonably calculated to lead to the discovery of admissible evidence, in that it is
4 not limited in time and seeks a discussion of over one hundred years of company history. As such,
5 this Interrogatory is an improper, onerous, and fundamentally unfair attempt by Plaintiffs to require
6 Square D to conduct a nearly unlimited investigation into the potentially numerous corporate
7 transactions over the course of its over one hundred year history, much of which may not be
8 applicable to this case. Square D also objects that this Interrogatory is generally vague and
9 ambiguous.

10 **INTERROGATORY NO. 18:**

11 Has THIS DEFENDANT applied for and/or received any patent(s) for any ASBESTOS-
12 CONTAINING PRODUCT(S). If so, state for each such ASBESTOS-CONTAINING PRODUCT:

- 13 a. the product for which each patent was applied and/or issued;
- 14 b. the date(s) of application;
- 15 c. the date(s) of issuance of the patent(s), if granted;
- 16 d. the date(s) of renewal, if any;
- 17 e. the patent number(s);
- 18 f. the name of the individual or COMPANY to whom each patent was issued;
- 19 g. the IDENTITY of the custodian of patent records of THIS DEFENDANT.

20 **ANSWER:** Subject to and without waiving its foregoing General Objections, as an initial matter,
21 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
22 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
23 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
24 unlimited investigation into the broad and diverse variety of electrical equipment products that it
25 manufactured over the course of its over one hundred year history that vary greatly and could
26 possibly include many hundreds of different products, product configurations, and many thousands of
27 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
28 such as, for example, product-specific catalog numbers and/or factory order numbers, which would

1 assist Square D in determining the products at issue in this case. Square D further states that this
2 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
3 contained asbestos components, which is expressly denied. By way of further response, over the
4 course of its one hundred year history Square D has held numerous patents for electrical equipment
5 products it manufactured. At the present time, Square D is unaware that it had patents relating to
6 asbestos. As noted above, Square D's investigation of this matter is continuing, and it reserves the
7 right to amend or supplement this response.

8 INTERROGATORY NO. 19:

9 Has THIS DEFENDANT registered any trademark(s) for any ASBESTOS-CONTAINING
10 PRODUCT(S); if so, state for each such ASBESTOS-CONTAINING PRODUCT:

- 11 a. the product for which each trademark was registered;
- 12 b. whether the registration was State or Federal;
 - 13 (i) if State, name the State;
- 14 c. the date(s) or registration;
- 15 d. the term(s) thereof;
- 16 e. the date(s) of renewal;
- 17 f. the name of the individual or COMPANY to whom each trademark was registered;
- 18 g. the IDENTITY of the custodian of such trademark records of THIS DEFENDANT.

19 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
20 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
21 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
22 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
23 unlimited investigation into the broad and diverse variety of electrical equipment products that it
24 manufactured over the course of its over one hundred year history that vary greatly and could
25 possibly include many hundreds of different products, product configurations, and many thousands of
26 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
27 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
28 assist Square D in determining the products at issue in this case. Square D further states that this

1 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
2 contained asbestos components, which is expressly denied. By way of further response, at the
3 present time Square D is unaware that it had trademarks relating to asbestos. By way of further
4 response, Square D sometimes used the "Square D" trademark and logo on many products. The
5 Square D logo typically includes a blue or black capital letter "D" centered in a two-dimensional blue
6 or black square box against a yellow or black background.

7 INTERROGATORY NO. 20:

8 Did THIS DEFENDANT contract with the General Services Administration and/or other
9 federal-government agency for the sale, anywhere in the United States, of RAW ASBESTOS FIBER
10 between 1930 and 1980; if so, state for each such sale:

- 11 a. the grade(s) and type(s) of RAW ASBESTOS FIBER;
- 12 b. the quantity;
- 13 c. the date(s) of delivery;
- 14 d. the location(s), including the address(es) of delivery.
- 15 e. the name(s) of the agency with which THIS DEFENDANT contracted;
- 16 f. the date(s) of execution of such contract(s);
- 17 g. the IDENTITY of the custodian of such contract records of THIS DEFENDANT.

18 ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory
19 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
20 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
21 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
22 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
23 without any connection whatsoever to the product or component parts of such products allegedly
24 manufactured by Square D. Subject to and without waiving its foregoing objections, Square D states
25 that it was not a seller of raw asbestos.
26
27
28

1 INTERROGATORY NO. 21:

2 Did THIS DEFENDANT contract with the General Services Administration and/or other
3 federal-government agency for the sale, anywhere in the United States, of ASBESTOS-
4 CONTAINING PRODUCT(S) between 1930 and 1980, please state for each such sale:

- 5 a. the type of product;
6 b. the quantity;
7 c. the date(s) of delivery;
8 d. the location(s), including the address(es) of delivery;
9 e. the name(s) of the agency with which THIS DEFENDANT contracted;
10 f. the date(s) of execution of such contract(s);
11 g. the IDENTITY of the custodian of such contract records of THIS DEFENDANT.

12 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
13 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
14 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
15 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
16 unlimited investigation into the broad and diverse variety of electrical equipment products that it
17 manufactured over the course of its over one hundred year history that vary greatly and could
18 possibly include many hundreds of different products, product configurations, and many thousands of
19 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
20 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
21 assist Square D in determining the products at issue in this case. Square D further states that this
22 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
23 contained asbestos components, which is expressly denied. By way of further response, and to the
24 best of Square D's present knowledge, Square D electrical equipment products which may have
25 incorporated molded or bonded component parts manufactured from composite materials, which
26 could have contained some quantity of encapsulated asbestos, were generally not qualified under the
27 relevant military specifications during the relevant time period. Indeed, Square D does not believe
28 that its electrical equipment products were suitable for installation and use aboard United States Navy

1 warships during the relevant time period. By way of further response, Square D states that it sold its
2 products primarily through distributors or original equipment manufacturers. Thus, at the present
3 time, Square D is generally unaware as to the specific identity of entities or persons to whom its
4 products were ultimately sold, at which job sites they may have been delivered or used, or when those
5 sales took place. Moreover, at the present time, Square D is generally unable to ascertain specifically
6 to whom its products were sold during time periods when certain of its products may have contained
7 molded or bonded component parts manufactured from composite materials which could have
8 contained some quantity of encapsulated asbestos. Additionally, Square D states that at the present
9 time, and in the absence of additional information, such as, for example, product-specific catalog
10 and/or factory order numbers, Square D is generally unable to ascertain when, where, or to whom
11 certain Square D electrical equipment products were supplied to or placed into service. Square D
12 reserves the right, however, to supplement this response if responsive information becomes available.

13 INTERROGATORY NO. 22:

14 Does THIS DEFENDANT have any records of the MARKETing, advertisement, or delivery
15 of its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S) in or to
16 NORTHERN CALIFORNIA? If so, state:

- 17 a. the manner in which the records are kept, (e.g., in boxes, files, on microfilm,
18 microfiche or computer tape or disk);
19 b. the location(s) and address(es) where such records are maintained;
20 c. the IDENTITY of the custodian of such records.

21 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
22 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
23 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
24 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
25 unlimited investigation into the broad and diverse variety of electrical equipment products that it
26 manufactured over the course of its over one hundred year history that vary greatly and could
27 possibly include many hundreds of different products, product configurations, and many thousands of
28 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,

1 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
2 assist Square D in determining the products at issue in this case. Square D further states that this
3 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
4 contained asbestos components, which is expressly denied. By way of further response, Square D did
5 not sell or distribute raw asbestos fiber. Additionally, Square D sold its products through distributors
6 and original equipment manufacturers. Thus at the present time, Square D is generally unaware as to
7 the specific identity of entities or persons to whom its products were ultimately sold, at which job
8 sites they may have been delivered or used, or when those sales took place during time periods when
9 those products incorporated component parts, some of which may have contained composite
10 materials that contained some quantity of encapsulated asbestos. By way of additional response,
11 Square D states that at the present time, and in the absence of additional information, such as, for
12 example, product-specific catalog numbers and/or factory order numbers, Square D is generally
13 unable to ascertain when, where, or to whom certain Square D electrical equipment products were
14 supplied to or placed into service.

15 INTERROGATORY NO. 23:

16 If THIS DEFENDANT has in its possession any records of the MARKETing, advertisement,
17 or delivery of its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCTS
18 (including microfilm, microfiche, computer tape or disk, or any other system in which data is taken
19 from other records), state whether THIS DEFENDANT has retained the original DOCUMENTS
20 from which the data entered into these modes of storage was obtained. If THIS DEFENDANT has
21 not retained such original DOCUMENTS, state:

- 22 a. the date(s) when and location() where the original DOCUMENTS were disposed of;
23 b. the IDENTITY of the custodian of the original DOCUMENTS, at the time of their
24 disposal.

25 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
26 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
27 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
28 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly

1 unlimited investigation into the broad and diverse variety of electrical equipment products that it
2 manufactured over the course of its over one hundred year history that vary greatly and could
3 possibly include many hundreds of different products, product configurations, and many thousands of
4 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
5 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
6 assist Square D in determining the products at issue in this case. Square D further states that this
7 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
8 contained asbestos components, which is expressly denied. By way of further response, Square D did
9 not sell or distribute raw asbestos fiber. Additionally, Square D sold its products through distributors
10 and original equipment manufacturers. Thus at the present time, Square D is generally unaware as to
11 the specific identity of entities or persons to whom its products were ultimately sold, at which job
12 sites they may have been delivered or used, or when those sales took place during time periods when
13 those products incorporated component parts, some of which may have contained composite
14 materials that contained some quantity of encapsulated asbestos. By way of additional response,
15 Square D states that at the present time, and in the absence of additional information, such as, for
16 example, product-specific catalog numbers and/or factory order numbers, Square D is generally
17 unable to ascertain when, where, or to whom certain Square D electrical equipment products were
18 supplied to or placed into service. By way of further response, Square D did not advertise or feature
19 "asbestos-containing products" as such during time periods when certain of its products may have
20 included molded or bonded component parts manufactured from composite materials which could
21 have contained some quantity of encapsulated asbestos. Additionally, over the years Square D has
22 published digests that would have referenced various Square D products. Square D is prepared to
23 make a representative sample of its digests available for inspection, examination, and copying at a
24 mutually convenient time and place.

25 INTERROGATORY NO. 24:

26 Does THIS DEFENDANT have in its possession any exemplar(s) of advertisements or
27 brochures describing its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING
28 PRODUCTS; if so, please state:

- a. the location of each exemplar;
- b. the year(s) in which said exemplar(s) was utilized;
- c. the IDENTITY of the custodian of such exemplars.

ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter, Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad, onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly unlimited investigation into the broad and diverse variety of electrical equipment products that it manufactured over the course of its over one hundred year history that vary greatly and could possibly include many hundreds of different products, product configurations, and many thousands of individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information, such as, for example, product-specific catalog numbers and/or factory order numbers, which would assist Square D in determining the products at issue in this case. Square D further states that this Interrogatory is misleading to the extent that it implies all Square D electrical equipment products contained asbestos components, which is expressly denied. By way of further response, Square D did not advertise or feature "asbestos-containing products" as such during time periods when certain of its products may have included molded or bonded component parts manufactured from composite materials which could have contained some quantity of encapsulated asbestos. Additionally, Square D states that over the years it has published digests that would have referenced various Square D products. Square D is prepared to make a representative sample of its digests available for inspection, examination, and copying at a mutually convenient time and place.

INTERROGATORY NO. 25:

State the following:

- a. the address(es) where the corporate records of THIS DEFENDANT (including minutes from the Board of Directors meetings and corporation annual reports), are currently located;
- b. the IDENTITY of the custodian of such records.

ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably

1 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
2 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
3 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
4 without any connection whatsoever to the product or component parts of such products allegedly
5 manufactured by Square D. Additionally, Square D objects that this Interrogatory seeks information
6 not relevant to this case. Subject to and without waiving the foregoing objections and to the best of
7 its present knowledge, Square D does not have a "custodian of records" as it reasonably understands
8 that term. By way of further response, each employee is to one extent or another a "custodian of
9 records" and is expected to comply with retention guidelines. Retention and disposal of records
10 pursuant to these guidelines rests with the individual and/or departmental custodian. By way of
11 further response, Square D is prepared to make a copy of its Protection, Retention and Destruction of
12 Records Policy that was issued on August 1, 1982 available for inspection, examination, and copying
13 at a mutually convenient time and place.

14 **INTERROGATORY NO. 26:**

15 Describe the packaging or containers in which THIS DEFENDANT sold and/or distributed
16 RAW ASBESTOS FIBER, including composition, dimension, shape and color.

17 **ANSWER:** Subject to and without waiving its foregoing General Objections, Square D did not sell
18 or distribute raw asbestos fiber.

19 **INTERROGATORY NO. 27:**

20 Describe any logo, design, marking or printing, including size and color, which appeared on
21 the packaging or containers in which THIS DEFENDANT sold and/or distributed RAW ASBESTOS
22 FIBER.

23 **ANSWER:** Subject to and without waiving its foregoing General Objections, Square D did not sell
24 or distribute raw asbestos fiber.

25 **INTERROGATORY NO. 28:**

26 Describe the packaging or containers in which THIS DEFENDANT sold and/or distributed
27 ASBESTOS-CONTAINING PRODUCT(S), including composition, dimension, shape and color.
28

1 **ANSWER:** Subject to and without waiving its foregoing General Objections, as an initial matter,
2 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
3 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
4 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
5 unlimited investigation into the broad and diverse variety of electrical equipment products that it
6 manufactured over the course of its over one hundred year history that vary greatly and could
7 possibly include many hundreds of different products, product configurations, and many thousands of
8 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
9 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
10 assist Square D in determining the products at issue in this case. Square D further states that this
11 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
12 contained asbestos components, which is expressly denied. By way of further response, Square D
13 sometimes used the "Square D" trademark and logo on many products. The Square D logo typically
14 includes a blue or black capital letter "D" centered in a two-dimensional blue or black square box
15 against a yellow or black background. Packaging of Square D electrical equipment products varied
16 depending on the size and shape of products, and would have included cardboard boxes and wooden
17 crates.

18 **INTERROGATORY NO. 29:**

19 Describe any logo, design, marking or printing, including size and color, which appeared on
20 the packaging or containers in which THIS DEFENDANT. sold and/or distributed ASBESTOS-
21 CONTAINING PRODUCT(S).

22 **ANSWER:** Subject to and without waiving its foregoing General Objections, as an initial matter,
23 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
24 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
25 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
26 unlimited investigation into the broad and diverse variety of electrical equipment products that it
27 manufactured over the course of its over one hundred year history that vary greatly and could
28 possibly include many hundreds of different products, product configurations, and many thousands of

1 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
2 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
3 assist Square D in determining the products at issue in this case. Square D further states that this
4 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
5 contained asbestos components, which is expressly denied. By way of further response, Square D
6 incorporates by reference its objections and response to Interrogatory No. 8. Moreover, Square D
7 sometimes used the "Square D" trademark and logo on many products. The Square D logo typically
8 includes a blue or black capital letter "D" centered in a two-dimensional blue or black square box
9 against a yellow or black background. Packaging of Square D electrical equipment products varied
10 depending on the size and shape of products, and would have included cardboard boxes and wooden
11 crates.

12 INTERROGATORY NO. 30:

13 Does THIS DEFENDANT have any exemplar(s) of packaging or containers in which its
14 RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S) were sold and/or
15 distributed; If so, state:

- 16 a. the location of each exemplar;
17 b. the year(s) in which said exemplar(s) was utilized;
18 c. the IDENTITY of the custodian of such exemplars.

19 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
20 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
21 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
22 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
23 unlimited investigation into the broad and diverse variety of electrical equipment products that it
24 manufactured over the course of its over one hundred year history that vary greatly and could
25 possibly include many hundreds of different products, product configurations, and many thousands of
26 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
27 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
28 assist Square D in determining the products at issue in this case. Square D further states that this

1 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
2 contained asbestos components, which is expressly denied. By way of further response, Square D did
3 not sell or distribute raw asbestos fiber. Additionally, and to the best of its present knowledge,
4 Square D is unaware of exemplars of historical packaging. Square D's investigation of the matter is
5 ongoing, and Square D reserves the right to amend or supplement this answer as appropriate.

6 INTERROGATORY NO. 31:

7 Did THIS DEFENDANT put warnings of asbestos-related health hazards on bags of RAW
8 ASBESTOS FIBER; if so, please state:

- 9 a. the wording of such warning(s), including size, location, and color;
10 b. whether the warning was put on a tag attached to the bags;
11 c. the date such warning(s) was first used;
12 d. whether any change was made in the wording of such warnings, the date(s) of such
13 change, and the reasons for such 6 change.

14 ANSWER: Subject to and without waiving its foregoing General Objections, Square D did not sell
15 or distribute raw asbestos fiber.

16 INTERROGATORY NO. 32:

17 Did THIS DEFENDANT put warnings of asbestos-related health hazards on the packaging or
18 containers of ASBESTOS-CONTAINING PRODUCT(S)? If so, please state:

- 19 a. the wording of such warnings, including size, location on the packaging or containers,
20 and color;
21 b. the date such warning(s) was first used;
22 c. whether any change was made in the wording of such warning(s), the date(s) of such
23 change, and the reason(s) for such change.

24 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
25 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
26 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
27 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
28 unlimited investigation into the broad and diverse variety of electrical equipment products that it

1 manufactured over the course of its over one hundred year history that vary greatly and could
2 possibly include many hundreds of different products, product configurations, and many thousands of
3 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
4 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
5 assist Square D in determining the products at issue in this case. Square D further states that this
6 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
7 contained asbestos components, which is expressly denied. By way of further response, this
8 Interrogatory unfairly presumes that all products incorporating some quantity of asbestos, despite vast
9 distinctions in their finished form and application, create similar potential hazards, if any. Square D
10 states that it has published and distributed written materials providing warnings, cautions, and
11 instructions with respect to potential hazards associated with the use of its electrical equipment
12 products. However, Square D does not reasonably believe that its electrical equipment products
13 posed an asbestos-related hazard when used as intended. Therefore, safety warnings accompanying
14 Square D electrical equipment products were not altered on the basis of whether molded or bonded
15 component parts manufactured from composite materials could have contained some quantity of
16 encapsulated asbestos and Square D is unaware of facts or circumstances necessitating the provision
17 of such warnings or instructions in connection with the normal and intended use of its products. For
18 purposes of defending itself in this litigation, however, Square D may retain expert witnesses to
19 review case materials, prepare reports, and testify relative to, among other things, the historic and
20 current understandings with respect to the connection between asbestos exposure, asbestos, fiber
21 types, fiber release, and possible disease in humans, particularly in the context of the use and
22 handling of electrical equipment products that may have included molded or bonded component parts
23 manufactured from composite materials. Disclosure of these experts and their work will be provided
24 in accordance with the Court's orders and the California Code of Civil Procedure.

25 INTERROGATORY NO. 33:

26 Has THIS DEFENDANT distributed any brochures or pamphlets that contain warnings of any
27 asbestos-related health hazards; if so, please state:

28 a. the wording of such warning;

- b. the method used to distribute such brochures or pamphlets;
- c. the date(s) such brochures or pamphlets were first issued;
- d. whether THIS DEFENDANT has exemplar(s) of such brochures or pamphlets;
- e. the IDENTITY of the custodian of such exemplar(s).

ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter, Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad, onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly unlimited investigation into the broad and diverse variety of electrical equipment products that it manufactured over the course of its over one hundred year history that vary greatly and could possibly include many hundreds of different products, product configurations, and many thousands of individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information, such as, for example, product-specific catalog numbers and/or factory order numbers, which would assist Square D in determining the products at issue in this case. Square D further states that this Interrogatory is misleading to the extent that it implies all Square D electrical equipment products contained asbestos components, which is expressly denied. By way of further response, this Interrogatory unfairly presumes that all products incorporating some quantity of asbestos, despite vast distinctions in their finished form and application, create similar potential hazards, if any. Square D has published and distributed written materials providing warnings, cautions, and instructions with respect to potential hazards associated with the use of its electrical equipment products. However, Square D does not reasonably believe that its electrical equipment products posed an asbestos-related hazard when used as intended. Therefore, safety warnings accompanying Square D electrical equipment products were not altered on the basis of whether molded or bonded component parts manufactured from composite materials could have contained some quantity of encapsulated asbestos and Square D is unaware of facts or circumstances necessitating the provision of such warnings or instructions in connection with the normal and intended use of its products. For purposes of defending itself in this litigation, however, Square D may retain expert witnesses to review case materials, prepare reports, and testify relative to, among other things, the historic and current

1 understandings with respect to the connection between asbestos exposure, asbestos, fiber types, fiber
2 release, and possible disease in humans, particularly in the context of the use and handling of
3 electrical equipment products that may have included molded or bonded component parts
4 manufactured from composite materials. Disclosure of these experts and their work will be provided
5 in accordance with the Court's orders and the California Code of Civil Procedure.

6 INTERROGATORY NO. 34:

7 Did THIS DEFENDANT warn its employees and/or CONTRACT UNIT(S), anywhere in the
8 United States, that exposure to asbestos could be hazardous to human health. If so, state:

- 9 a. whether copies of DOCUMENTS containing such warnings exist;
10 b. the IDENTITY of the custodian of such DOCUMENTS.

11 ANSWER: Subject to and without waiving its foregoing General Objections, Square D states that
12 certain of its manufacturing facilities may have included warning signs in compliance with applicable
13 government regulations. To the best of its present knowledge, however, Square D does not possess a
14 copy of warnings that are no longer posted or required. Square D notes that Plaintiffs do not allege
15 they were Square D employees or injured in any way at facilities where Square D electrical
16 equipment products were manufactured or assembled. The process of designing and manufacturing
17 Square D products is vastly different from any exposure Plaintiffs may allege. Plaintiffs cannot
18 establish that Square D electrical equipment products contained asbestos; indeed, not all of Square
19 D's thousands of electrical equipment products contained asbestos. Put simply, any asbestos that
20 may have been incorporated in certain composite materials would be encapsulated and thus Plaintiffs
21 would not be exposed to respirable asbestos. Accordingly, the means and method of manufacture of
22 a Square D product would present a significantly different potential exposure to asbestos that would
23 not be similar in any way to Plaintiffs' alleged exposure. As such, information on the means and
24 method of manufacture of Square D products is not relevant to this action and is an unfair attempt to
25 mislead the jury as to the nature of Plaintiffs' alleged injury.

26 INTERROGATORY NO. 35:

27 State the IDENTITY of medical directors and/or industrial hygienists retained by THIS
28 DEFENDANT in the United States.

1 **ANSWER:** Subject to and without waiving its foregoing objections, to the best of its present
2 knowledge, Square D does not reasonably believe that its products posed an asbestos-related hazard
3 when used as intended, and Square D is not aware of having employed, as it understands that term,
4 medical directors or industrial hygienists who were responsible for addressing an asbestos-related
5 health hazard, if any, associated with the use and handling of electrical equipment products.
6 Moreover, Square D is unaware of facts or circumstances necessitating that it retain medical directors
7 and/or industrial hygienists for addressing an asbestos-related health hazard associated with the
8 normal and intended use of Square D electrical products. From time to time, Square D may have
9 retained industrial hygienists to consult at some of its facilities, although not necessarily with respect
10 to asbestos-related issues. However, Plaintiffs do not allege they were Square D employees or
11 injured in any way at facilities where Square D electrical equipment products were manufactured or
12 assembled. The process of designing and manufacturing Square D products is vastly different from
13 any exposure Plaintiffs may allege. Plaintiffs cannot establish that Square D electrical equipment
14 products contained asbestos; indeed, not all of Square D's thousands of electrical equipment products
15 contained asbestos. Put simply, any asbestos that may have been incorporated in certain composite
16 materials would be encapsulated and thus Plaintiffs would not be exposed to respirable asbestos.
17 Accordingly, the means and method of manufacture of a Square D product would present a
18 significantly different potential exposure to asbestos that would not be similar in any way to
19 Plaintiffs' alleged exposure. As such, information on the means and method of manufacture of
20 Square D products is not relevant to this action and is an unfair attempt to mislead the jury as to the
21 nature of Plaintiffs' alleged injury.

22 **INTERROGATORY NO. 36:**

23 Has any employee of THIS DEFENDANT testified by deposition on behalf of THIS
24 DEFENDANT in a third-party case, brought in the United States, wherein the plaintiff has alleged an
25 asbestos related injury? If so, for each-such third party case, please state:

- 26 a. the caption and case number;
27 b. the court of filing including state and county;
28 c. the date of the deposition;

d. the name and address of plaintiff's counsel of record.

ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence because it is not limited to the context of this litigation or the relevant time periods in which Plaintiffs allege exposure to certain Square D products. Subject to and without waiving its foregoing objections, but without conceding the relevance of this answer, with respect to electrical equipment products, Robert Barbaglia was deposed in connection with the following cases:

CASE INFORMATION	JURISDICTION	DATE
<u>Maynard v. A.W. Chesterton Co., et al.</u> , 04-C-3392 and <u>Carter v. A.W. Chesterton Co., et al.</u> , 04-C-3276	Kanawha County, WV	September 7, 2005
<u>Pounds v. A.W. Chesterton Co., et al.</u> , No. 447748	San Francisco County, CA	August 24, 2006
<u>Eubanks v. A.W. Chesterton Co., et al.</u> , BC 365542	Los Angeles County, CA	June 12, 2007 and July 26, 2007
<u>Engle v. 3M Corp., et al.</u> , C4-07-50665	Ramsey County, MN	August 30, 2007
<u>Whitmire v. Alfa Laval, Inc., et al.</u> , BC 374718 and <u>Baker v. Bondex Int'l. Inc., et al.</u> , BC 367530	Los Angeles County, CA	February 13, 2008
<u>Grossman v. American Standard Inc., et al.</u> , 103812/05	New York County, NY	June 18, 2008
<u>Bird v. 3M Company, et al.</u> , MID L-3599-08 AS	Middlesex County, NJ	October 3, 2008
<u>Woodard v. Alfa Laval, Inc., et al.</u> , BC 387784	Los Angeles County, CA	October 17, 2008
<u>Smith v. Chrysler, LLC, et al.</u> , BC 396072	Los Angeles County, CA	January 15, 2009
<u>Crull v. A.W. Chesterton Company, et al.</u> , RG08404667	Alameda County, CA	February 25, 2009

1	<u>Garrett-Takaki v. Union Carbide Corporation, et al.</u> , No. 08-1-110-06	First Circuit, HI	March 20, 2009
2			
3	<u>Zickuhr v. Alpha Wire Corporation, et al.</u> , No. 08-L- 5433	Cook County, IL	April 16, 2009
4			
5	<u>Christainsen v. 3M Company, et al.</u> , BC 388762	Los Angeles County, CA	May 21, 2009
6			
7	<u>Levitch v. Beck/Arnley Woodparts Corporation, et al.</u> , BC 399923	Los Angeles County, CA	July 9, 2009
8			

1	<u>Riley v. Alcoa, Inc., et al.</u> , RG09441080	Alameda County, CA	September 18, 2009
2			
3	<u>Harris v. Goodyear Tire & Rubber Co., et al.</u> , CV-09-686099	Cuyahoga County, OH	January 7, 2010
4			
5	<u>Durham v. General Electric Company., et al.</u> , No. 09- CI-09756	Jefferson County, KY	April 16, 2010
6			
7	<u>Patton v. Garlock Sealing Technologies, LLC, et al.</u> , No. CL08-00817P-03 (DP)	City of Newport News, VA	September 17, 2010
8			
9	<u>Mullen v. A.O. Smith Water Products Co.</u> , 190270-10; <u>Cristiano v. A.O. Smith Water Products Co.</u> , 190317- 10; <u>Loccisano v. A.O. Smith Water Products Co.</u> , 190357-10; <u>Gemellaro v. A.O. Smith Water Products</u> 10 <u>Co.</u> , 190336-10; <u>Amato v. A.O. Smith Water Products</u> 11 <u>Co.</u> , 190391-09	New York City Asbestos Litigation	July 6, 2011
12			
13	<u>Silverstein v. A.W. Chesterton, Inc., et al.</u> , No. 08-L- 392	Madison County, IL	September 27, 2011
14			
15			

16 Additionally, Rodney West was deposed in connection with the following cases:

17			
18	CASE INFORMATION	JURISDICTION	DATE
19			
20	<u>Kominsky v. Baldor Electric Company, et al.</u> , No. 4512 of 2009	Philadelphia County, PA	November 18, 2010
21			
22	<u>Fields v. South Wire Company, et al.</u> , CA 09-SC-0422	Cherokee County, GA	March 3, 2011
23			
24	<u>Moscaritolo v. A.W. Chesterton Company, et al.</u> , No. 10-0862	Middlesex County, MA	April 7, 2011
25			
26	<u>Moldenhauer v. A. W. Chesterton Company, et al.</u> , BC 439158	Los Angeles County, CA	May 5, 2011
27			
28	<u>Gauger v. Alcatel Lucent, et al.</u> , No. CGC – 09-275194	San Francisco County, CA	May 5, 2011

1 Joseph Reed v. CBS Corporation, No. SPCV10-01540-
2 KA

Chatham County, GA

August 4, 2011

3
4 **INTERROGATORY NO. 37:**

5 Has THIS DEFENDANT been a member of the following:

- 6 a. Asbestos Textile Institute (ATI);
7 b. Industrial Hygiene Foundation and/or Industrial Health Foundation (IHF);
8 c. Mineral Wool Institute;
9 d. Industrial Mineral Insulation Manufacturers Institute;
10 e. Magnesia Silica Insulation Manufacturers Association;
11 f. National Insulation Manufacturers Association (NINA);
12 g. Thermal Insulation Manufacturers Association (TINA);
13 h. Asbestos Information Association (AIA);
14 i. Quebec Asbestos Mining Association (QAMA);
15 j. National Safety Council;
16 k. Asbestos Cement Producers Association;
17 l. Refractories Institute;
18 m. any other organizations or associations of manufacturers, miners, distributors,

19 importers, labellers, suppliers and/or sellers of ASBESTOS-CONTAINING PRODUCTS;

- 20 (i) please state the name(s) of such organizations or associations.

21 **ANSWER:** In addition to its foregoing General Objections, Square D objects that this Interrogatory
22 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
23 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
24 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
25 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
26 without any connection whatsoever to the product or component parts of such products allegedly
27 manufactured by Square D. Subject to and without waiving the foregoing objections, Square D states
28 that, to the best of its present knowledge, it has not belonged to any organizations which it views as

1 relating to "asbestos-containing products." By way of further answer, but without conceding the
2 relevance of the same, Square D states that it or its employees may have belonged to organizations,
3 including: National Electrical Manufacturers Association; American Society of Safety Engineers;
4 Home Safety Council; Institute of Electrical and Electronics Engineers; and National Safety Council.
5 As noted above, Square D's investigation of this matter is continuing, and it reserves the right to
6 amend or supplement this answer.

7 INTERROGATORY NO. 38:

8 For each organization, association or other entity identified in your Response to Interrogatory
9 No. 37, please state:

- 10 a. the dates during which THIS DEFENDANT was a member.
11 b. the name(s) of any publication(s) received by THIS DEFENDANT from such
12 association or organization.
13 c. the name of such committee or subcommittee of which THIS DEFENDANT was a
14 member, and the dates of such committee or subcommittee membership.

15 ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory
16 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
17 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
18 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
19 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
20 without any connection whatsoever to the product or component parts of such products allegedly
21 manufactured by Square D. Subject to and without waiving the foregoing objections, Square D states
22 that, to the best of its present knowledge, it has not belonged to any organizations which it views as
23 relating to "asbestos-containing products." By way of further answer, but without conceding the
24 relevance of the same, Square D states that it or its employees may have belonged to organizations,
25 including: National Electrical Manufacturers Association; American Society of Safety Engineers;
26 Home Safety Council; Institute of Electrical and Electronics Engineers; and National Safety Council.
27 As noted above, Square D's investigation of this matter is continuing, and it reserves the right to
28 amend or supplement this answer.

1 INTERROGATORY NO. 39:

2 Has THIS DEFENDANT received any DOCUMENT(S) containing results or conclusions of
3 any studies and/or tests conducted by the Saranac Laboratory at the Trudeau Foundation relating to
4 the human health consequences of exposure to asbestos? If so, please:

- 5 a. IDENTIFY all such DOCUMENT(s);
6 b. state the date upon which THIS DEFENDANT first received such DOCUMENT(S);
7 c. the IDENTITY of the custodian of such DOCUMENT(S).

8 ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory
9 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
10 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
11 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
12 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
13 without any connection whatsoever to the product or component parts of such products allegedly
14 manufactured by Square D. Subject to and without waiving its foregoing objections, Square D states
15 that this Interrogatory unfairly presumes that all products incorporating some quantity of asbestos,
16 despite vast distinctions in their finished form and application, create similar potential hazards, if any.
17 To the best of its present knowledge, Square D is unaware of receiving such documents in the
18 ordinary course of business. Moreover, Square D is unaware of facts or circumstances necessitating
19 it receive such materials. As noted above, Square D's investigation of this matter is continuing and it
20 reserves the right to amend or supplement this answer.

21 INTERROGATORY NO. 40:

22 State whether THIS DEFENDANT has ever maintained a library (or libraries) in the United
23 States which contains books, articles, periodicals, journals and/or reference materials that relate to the
24 subjects of asbestos, industrial hygiene, medicine, safety, occupational disease and/or engineering. If
25 so, state:

- 26 a. the date each such library was established;
27 b. the location of each such library;
28 c. the IDENTITY of each librarian or other person in charge of such library.

1 **ANSWER:** In addition to its foregoing General Objections, Square D objects that this Interrogatory
2 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
3 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
4 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
5 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
6 without any connection whatsoever to the product or component parts of such products allegedly
7 manufactured by Square D. Subject to and without waiving its foregoing objections, and to the best
8 of its present knowledge, Square D maintained general reference materials and technical materials
9 throughout the company which may have included, from time to time, various industry periodicals,
10 occupational health and medicine periodicals, and other topical reference materials. Such materials,
11 however, were not indexed throughout the company, readily searchable, or organized in a library. As
12 noted above, Square D's investigation of this matter is continuing and it reserves the right to amend
13 or supplement this answer.

14 **INTERROGATORY NO. 41:**

15 Has THIS DEFENDANT exchanged documents containing the results of or communicated
16 with any individual or other COMPANY regarding tests and/or studies of the relationship between
17 the inhalation of asbestos fibers and development of disease(s); if so, please state:

- 18 a. each individual or COMPANY with whom the information was exchanged or to
19 whom it was communicated;
20 b. the date(s) of any such exchanges or communications;
21 c. the IDENTITY of the custodian of such documents.

22 **ANSWER:** Subject to and without waiving its foregoing General Objections, Square D states that to
23 the best of its present knowledge, it did not receive tests and/or studies of the relationship between
24 the inhalation of asbestos fibers and development of disease(s) from its material suppliers. Further,
25 Square D does not reasonably believe that its products posed an asbestos-related hazard when used as
26 intended. By way of further response, in the 1970s and early-1980s, Square D became generally
27 aware of emerging regulatory restrictions and requirements associated with the use and handling of,
28 and reporting obligations in connection with, asbestos and later, certain non-electrical products

1 containing asbestos; efforts by component part suppliers to supply non-asbestos-containing substitute
2 products; and a generalized public concern with asbestos exposure. For purposes of defending itself
3 in this litigation, Square D may retain expert witnesses to review case materials, prepare reports, and
4 testify relative to, among other things, the historic and current understandings with respect to the
5 connection between asbestos exposure, asbestos, fiber types, fiber release, and possible disease in
6 humans, particularly in the context of the use and handling of its products. Disclosure of these
7 experts and their work will be provided in accordance with the Court's orders and the California
8 Code of Civil Procedure.

9 INTERROGATORY NO. 42:

10 Has any employee of THIS DEFENDANT testified before the Occupational Safety and
11 Health Administration, the National Institute of Occupational Safety and Health, or any committee or
12 subcommittee of the United States Congress on the inhalation of asbestos dust and the development
13 of disease; if so, please state:

- 14 a. the entity before whom such testimony was given;
- 15 b. the date(s) and location(s) of such testimony;
- 16 c. the IDENTITY of the individual(s) who so testified;
- 17 d. whether any DOCUMENTS were presented to the entity before which testimony was
18 given;
- 19 e. whether copies of DOCUMENTS presented were retained by THIS DEFENDANT;
20 (i) if so, state the IDENTITY of the custodian of the DOCUMENT(S).

21 ANSWER: Subject to and without waiving its foregoing General Objections, and to the best of
22 Square D's present knowledge, no employee has testified before OSHA, NIOSH, or committees of
23 the United States Congress regarding asbestos health hazards.

24 INTERROGATORY NO. 43:

25 At any of the physical facilities identified in the response to Interrogatory No. 15, has THIS
26 DEFENDANT conducted, or caused to be conducted, tests and/or studies of ambient asbestos dust
27 created during the manufacture, processing and/or assembling of ASBESTOS-CONTAINING
28 PRODUCT(S); if so, please state:

- 1 a. each manufacturing facility, including location and address; at which any such test
2 and/or study was conducted;
- 3 b. the date of each such test and/or study;
- 4 c. the individual(s) or entity conducting each such test and/or study;
- 5 d. whether THIS DEFENDANT has any documents containing the results and/or
6 conclusions of each such study;
- 7 e. the IDENTITY of the custodian of the documents.

8 **ANSWER:** In addition to its foregoing General Objections, Square D objects that this Interrogatory
9 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
10 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
11 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
12 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
13 without any connection whatsoever to the product or component parts of such products allegedly
14 manufactured by Square D. Square D further objects that this Interrogatory is overly broad, unduly
15 burdensome, and seeks information that is neither relevant to these actions nor reasonably calculated
16 to lead to the discovery of admissible evidence in that Plaintiffs do not allege they were Square D
17 employees or injured in any way at facilities where Square D electrical equipment products were
18 manufactured or assembled. The process of designing and manufacturing Square D products is vastly
19 different from any exposure Plaintiffs may allege. Plaintiffs cannot establish that Square D electrical
20 equipment products contained asbestos; indeed, not all of Square D's thousands of electrical
21 equipment products contained asbestos. Put simply, any asbestos that may have been incorporated in
22 certain composite materials would be encapsulated and thus Plaintiffs would not be exposed to
23 respirable asbestos. Accordingly, the means and method of manufacture of a Square D product
24 would present a significantly different potential exposure to asbestos that would not be similar in any
25 way to Plaintiffs' alleged exposure. As such, information on the means and method of manufacture of
26 Square D products is not relevant to this action and is an unfair attempt to mislead the jury as to the
27 nature of Plaintiffs' alleged injury.

28

1 INTERROGATORY NO. 44:

2 Has THIS DEFENDANT conducted, or caused to be conducted, any tests and/or studies on
3 ambient asbestos dust levels at any location or job site where its ASBESTOS-CONTAINING
4 PRODUCTS were utilized in the United States; if so, please state:

5 a. the location, including name and address, at which each such test and/or study was
6 conducted;

7 b. the individual(s) or entity conducting each such test and/or study;

8 c. the date of each such test and/or study;

9 d. whether THIS DEFENDANT has any DOCUMENTS containing the results and/or
10 conclusions of each such test and/or study;

11 e. the IDENTITY of the custodian of these DOCUMENTS.

12 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
13 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
14 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
15 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
16 unlimited investigation into the broad and diverse variety of electrical equipment products that it
17 manufactured over the course of its over one hundred year history that vary greatly and could
18 possibly include many hundreds of different products, product configurations, and many thousands of
19 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
20 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
21 assist Square D in determining the products at issue in this case. Square D further states that this
22 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
23 contained asbestos components, which is expressly denied. By way of further response, Square D
24 states that this Interrogatory unfairly presumes that all products incorporating some quantity of
25 asbestos, despite vast distinctions in their finished form and application, create similar potential
26 hazards, if any. Indeed, Square D does not reasonably believe that its products posed an asbestos-
27 related hazard when used as intended. As such, Square D did not conduct tests to determine whether
28 its electrical equipment products released respirable asbestos when used as intended in the ordinary

1 course of business. Moreover, Square D is unaware of facts or circumstances necessitating that it
2 conduct or sponsor such tests. For purposes of defending itself in this litigation, however, Square D
3 may retain expert witnesses to review case materials, prepare reports, and testify relative to, among
4 other things, the historic and current understandings with respect to the connection between asbestos
5 exposure, asbestos, fiber types, fiber release, and possible disease in humans, particularly in the
6 context of the use and handling of electrical equipment products that may have included molded or
7 bonded component parts manufactured from composite materials. Disclosure of these experts and
8 their work will be provided in accordance with the Court's orders and the California Code of Civil
9 Procedure.

10 INTERROGATORY NO. 45:

11 Did THIS DEFENDANT have any laboratory or other facility anywhere in the United States
12 at which it conducted, or caused to be conducted, any tests and/or studies of its ASBESTOS-
13 CONTAINING PRODUCTS to measure the amount of asbestos dust generated by any use for which
14 such products were designed; if so, please state:

- 15 a. the location, including name and address, at which each such test and/or study was
16 conducted;
- 17 b. the individual(s) or entity conducting each such test and/or study;
- 18 c. the date of each such test and/or study;
- 19 d. whether THIS DEFENDANT has any DOCUMENTS containing the results and/or
20 conclusions of each such test and/or study;
- 21 e. the IDENTITY of the custodian of such DOCUMENTS.

22 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
23 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
24 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
25 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
26 unlimited investigation into the broad and diverse variety of electrical equipment products that it
27 manufactured over the course of its over one hundred year history that vary greatly and could
28 possibly include many hundreds of different products, product configurations, and many thousands of

1 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
2 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
3 assist Square D in determining the products at issue in this case. Square D further states that this
4 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
5 contained asbestos components, which is expressly denied. By way of further response, Square D
6 states that this Interrogatory unfairly presumes that all products incorporating some quantity of
7 asbestos, despite vast distinctions in their finished form and application, create similar potential
8 hazards, if any. Indeed, Square D does not reasonably believe that its products posed an asbestos-
9 related hazard when used as intended. As such, Square D did not conduct tests to determine whether
10 its electrical equipment products released respirable asbestos when used as intended in the ordinary
11 course of business. Moreover, Square D is unaware of facts or circumstances necessitating that it
12 conduct or sponsor such tests. For purposes of defending itself in this litigation, however, Square D
13 may retain expert witnesses to review case materials, prepare reports, and testify relative to, among
14 other things, the historic and current understandings with respect to the connection between asbestos
15 exposure, asbestos, fiber types, fiber release, and possible disease in humans, particularly in the
16 context of the use and handling of electrical equipment products that may have included molded or
17 bonded component parts manufactured from composite materials. Disclosure of these experts and
18 their work will be provided in accordance with the Court's orders and the California Code of Civil
19 Procedure.

20 INTERROGATORY NO. 46:

21 Has THIS DEFENDANT made available to its employees engaged in the MARKETing of its
22 RAW ASBESTOS FIBER and/or its ASBESTOS-CONTAINING PRODUCT(S), a medical
23 examination program; if so, please state:

- 24 a. whether chest x-rays or pulmonary function tests were part of such program(s);
25 b. whether participation in any such program was a mandatory condition of employment
26 or was voluntary;
27 (i) if mandatory as a condition of employment, how frequently each employee
28 was required to undergo such examination;

- 1 c. whether THIS DEFENDANT has DOCUMENTS of such program;
2 d. the IDENTITY of the custodian of such DOCUMENTS.

3 **ANSWER:** In addition to its foregoing General Objections, Square D objects that Plaintiffs do not
4 provide reasonable notice regarding what Square D products may allegedly be at issue in this case.
5 As such, Square D objects that this Interrogatory is not reasonably calculated to lead to the discovery
6 of admissible evidence and is an improper, overly broad, onerous, and fundamentally unfair attempt
7 by Plaintiffs to require Square D to conduct a nearly unlimited investigation into the broad and
8 diverse variety of electrical equipment products that it manufactured over the course of its over one
9 hundred year history that vary greatly and could possibly include many hundreds of different
10 products, product configurations, and many thousands of individual parts and pieces. Square D
11 objects that Plaintiffs have failed to provide information, such as, for example, product-specific
12 catalog numbers and/or factory order numbers, which would assist Square D in determining the
13 products at issue in this case. Square D also objects to the phrase "asbestos-containing products" to
14 the extent it implies that all Square D electrical components contained asbestos, which is expressly
15 denied. Square D further objects that this Interrogatory is overly broad, unduly burdensome, and
16 seeks information that is neither relevant to these actions nor reasonably calculated to lead to the
17 discovery of admissible evidence in that Plaintiffs do not allege they were Square D employees or
18 injured in any way at facilities where Square D electrical equipment products were manufactured or
19 assembled. The process of designing and manufacturing Square D products is vastly different from
20 any exposure Plaintiffs may allege. Put simply, any asbestos that may have been incorporated in
21 certain composite materials would be encapsulated and thus Plaintiffs would not be exposed to
22 respirable asbestos. Accordingly, the means and method of manufacture of a Square D product
23 would present a significantly different potential exposure to asbestos that would not be similar in any
24 way to Plaintiffs' alleged exposure. As such, information on the means and method of manufacture of
25 Square D products is not relevant to this action and is an unfair attempt to mislead the jury as to the
26 nature of Plaintiffs' alleged injury.

1 INTERROGATORY NO. 47:

2 Has THIS DEFENDANT notified in writing any individuals or COMPANIES to whom it
3 MARKETed RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S),
4 anywhere in the United States, of the potential relationship between exposure to asbestos and disease;
5 if so, please state:

- 6 a. the date(s) THIS DEFENDANT provided this information;
7 b. the means used for transmittal of such information;
8 c. whether THIS DEFENDANT has any copies of any DOCUMENTS transmitting such
9 information;
10 d. the IDENTITY of the custodian of such documents.

11 ANSWER: Subject to and without waiving its foregoing General Objections, as an initial matter,
12 Square D notes that Plaintiffs do not provide reasonable notice regarding what Square D products
13 may allegedly be at issue in this case. As such, Square D believes this is an improper, overly broad,
14 onerous, and fundamentally unfair attempt by Plaintiffs to require Square D to conduct a nearly
15 unlimited investigation into the broad and diverse variety of electrical equipment products that it
16 manufactured over the course of its over one hundred year history that vary greatly and could
17 possibly include many hundreds of different products, product configurations, and many thousands of
18 individual parts and pieces. Square D also notes that Plaintiffs have failed to provide information,
19 such as, for example, product-specific catalog numbers and/or factory order numbers, which would
20 assist Square D in determining the products at issue in this case. Square D further states that this
21 Interrogatory is misleading to the extent that it implies all Square D electrical equipment products
22 contained asbestos components, which is expressly denied. By way of further response, this
23 Interrogatory unfairly presumes that all products incorporating some quantity of asbestos, despite vast
24 distinctions in their finished form and application, create similar potential hazards, if any. Square D
25 did not sell or distribute raw asbestos fiber. Square D states that it has published and distributed
26 written materials providing warnings, cautions, and instructions with respect to potential hazards
27 associated with the use of its electrical equipment products. However, Square D does not reasonably
28 believe that its electrical equipment products posed an asbestos-related hazard when used as intended.

1 Therefore, safety warnings accompanying Square D electrical equipment products were not altered
2 on the basis of whether molded or bonded component parts manufactured from composite materials
3 could have contained some quantity of encapsulated asbestos and Square D is unaware of facts or
4 circumstances necessitating the provision of such warnings or instructions in connection with the
5 normal and intended use of its products. For purposes of defending itself in this litigation, however,
6 Square D may retain expert witnesses to review case materials, prepare reports, and testify relative to,
7 among other things, the historic and current understandings with respect to the connection between
8 asbestos exposure, asbestos, fiber types, fiber release, and possible disease in humans, particularly in
9 the context of the use and handling of electrical equipment products that may have included molded
10 or bonded component parts manufactured from composite materials. Disclosure of these experts and
11 their work will be provided in accordance with the Court's orders and the California Code of Civil
12 Procedure.

13 INTERROGATORY NO. 48:

14 Has THIS DEFENDANT required any individual(s) who MARKETed its ASBESTOS-
15 CONTAINING PRODUCT(S) to wear respirators or face masks; if so, please state:

- 16 a. the job title(s), if known, of individual(s) required to wear respirators or face masks;
17 b. the date(s) on which THIS DEFENDANT first required the wearing of respirators or
18 face masks;
19 c. the means by which the requirement to wear respirators or face masks was
20 communicated;
21 d. whether THIS DEFENDANT has any copies of DOCUMENTS communicating such
22 requirements;
23 e. the IDENTITY of the custodian of such DOCUMENTS.

24 ANSWER: Subject to and without waiving its foregoing General Objections, Square D notes that
25 Plaintiffs in this litigation do not claim that they worked at or were otherwise present at Square D
26 facilities. Therefore, the means and method of manufacture of Square D products is vastly different
27 than any type of exposure the Plaintiffs may allege with respect to the use and handling of Square D
28 electrical equipment products. Plaintiffs cannot establish that Square D electrical equipment products

1 contained asbestos; indeed, not all of Square D's thousands of electrical equipment products
2 contained asbestos. Put simply, any asbestos that may have been incorporated in certain composite
3 materials incorporated into finished Square D electrical equipment products would be encapsulated
4 and thus Plaintiffs would not be exposed to respirable asbestos. Accordingly, the means and method
5 of manufacture of a Square D product would present a significantly different potential exposure to
6 asbestos that would not be similar in any way to Plaintiffs' alleged exposures in the use of those
7 Square D products. Additionally, Square D states that it did not provide its employees engaged in the
8 sale of Square D electrical equipment products with a respirator, and Square D does not reasonably
9 believe that the provision of a respirator was necessary or that its electrical equipment products posed
10 an asbestos related hazard when used as intended. By way of further response, Square D does not
11 have a formal custodian of records.

12 INTERROGATORY NO. 49:

13 Does or did THIS DEFENDANT utilize or employ any CONTRACT UNIT. If so, please
14 state:

- 15 a. the inclusive periods of time the CONTRACT UNIT(S) was utilized or employed;
- 16 b. the business address and name of the CONTRACT UNIT(S);
- 17 c. whether THIS DEFENDANT has any DOCUMENTS showing the location(s) of the
18 job site(s) where the CONTRACT UNIT(S) worked, and if so, state the IDENTITY of the custodian
19 of such DOCUMENTS.

20 ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory
21 is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably
22 calculated to lead to the discovery of admissible evidence because it is not limited to the relevant time
23 periods in which Plaintiffs allege exposure to certain Square D products. Square D also objects that
24 this Interrogatory is vague, ambiguous, and poses an incomplete hypothetical without context and
25 without any connection whatsoever to the product or component parts of such products allegedly
26 manufactured by Square D. Subject to and without waiving its foregoing objections, Square D has
27 offered certain maintenance and/or field repair services for its electrical equipment products.
28

1 INTERROGATORY NO. 50:

2 Has THIS DEFENDANT received any written communication or other DOCUMENT, other
3 than a claim for workers' compensation, that any person was claiming injury as a result of exposure
4 to its RAW ASBESTOS FIBER and/or ASBESTOS-CONTAINING PRODUCT(S); if so, please
5 IDENTITY the first such written communication or DOCUMENT.

6 ANSWER: In addition to its foregoing General Objections, Square D objects that this Interrogatory
7 is overly broad, unduly burdensome and oppressive to the extent that it seeks information about
8 cases, if any, not at issue in this litigation. Additionally, Square D objects that this Interrogatory
9 seeks information protected by the attorney-client privilege. Subject to and without waiving its
10 foregoing objections, as an initial matter, Square D notes that Plaintiffs do not provide reasonable
11 notice regarding what Square D products may allegedly be at issue in this case. As such, Square D
12 believes this is an improper, overly broad, onerous, and fundamentally unfair attempt by Plaintiffs to
13 require Square D to conduct a nearly unlimited investigation into the broad and diverse variety of
14 electrical equipment products that it manufactured over the course of its over one hundred year
15 history that vary greatly and could possibly include many hundreds of different products, product
16 configurations, and many thousands of individual parts and pieces. Square D also notes that
17 Plaintiffs have failed to provide information, such as, for example, product-specific catalog numbers
18 and/or factory order numbers, which would assist Square D in determining the products at issue in
19 this case. Square D further states that this Interrogatory is misleading to the extent that it implies all
20 Square D electrical equipment products contained asbestos components, which is expressly denied.
21 By way of further response, Square D did not sell or distribute raw asbestos fiber. Square D first
22 received notice of suit in June 1979 in the Mette Kamnick case, a products-liability case in Bucks
23 County, Pennsylvania. Square D was subsequently dismissed from the Kamnick case.

24 INTERROGATORY NO. 51:

25 Has any person filed a claim for asbestos-related injury regarding THIS DEFENDANT
26 against any workers' compensation insurance carrier which provided coverage for THIS
27 DEFENDANT; if so, please state:

28 a. the date of such claim;

- b. the name of claimant;
- c. the caption;
- d. the case number;
- e. the court in which the claim was filed;
- f. the IDENTITY of the custodian of such documents.

ANSWER: Subject to and without waiving its foregoing General Objections, Square D notes that Plaintiffs in this litigation do not claim that they worked at or were otherwise present at Square D facilities. Therefore, the means and method of manufacture of Square D products is vastly different than any type of exposure the Plaintiffs may allege with respect to the use and handling of Square D electrical equipment products. Plaintiffs cannot establish that Square D electrical equipment products contained asbestos; indeed, not all of Square D's thousands of electrical equipment products contained asbestos. Put simply, any asbestos that may have been incorporated in certain composite materials incorporated into finished Square D electrical equipment products would be encapsulated and thus Plaintiffs would not be exposed to respirable asbestos. Accordingly, the means and method of manufacture of a Square D product would present a significantly different potential exposure to asbestos that would not be similar in any way to Plaintiffs' alleged exposures in the use of those Square D products. By way of further response, Square D directs Plaintiffs to its response to Interrogatory No. 52.

INTERROGATORY NO. 52:

Has any person filed a workers' compensation claim for asbestos-related injury against THIS DEFENDANT; if so, please state:

- a. the date of such claim;
- b. the name of claimant;
- c. the caption;
- d. the case number;
- e. the court in which the claim was filed;
- f. the IDENTITY of the custodian of such documents.

1 **ANSWER:** Subject to and without waiving its foregoing General Objections, Square D notes that
2 Plaintiffs in this litigation do not claim that they worked at or were otherwise present at Square D
3 facilities. Therefore, the means and method of manufacture of Square D products is vastly different
4 than any type of exposure the Plaintiffs may allege with respect to the use and handling of Square D
5 electrical equipment products. Plaintiffs cannot establish that Square D electrical equipment products
6 contained asbestos; indeed, not all of Square D's thousands of electrical equipment products
7 contained asbestos. Put simply, any asbestos that may have been incorporated in certain composite
8 materials incorporated into finished Square D electrical equipment products would be encapsulated
9 and thus Plaintiffs would not be exposed to respirable asbestos. Accordingly, the means and method
10 of manufacture of a Square D product would present a significantly different potential exposure to
11 asbestos that would not be similar in any way to Plaintiffs' alleged exposures in the use of those
12 Square D products. Additionally, and although whether Square D received workers' compensation
13 claims regarding employees involved in the manufacture of Square D electrical equipment products
14 has nothing to do with an asbestos-related hazard associated with the normal and intended use of
15 Square D electrical equipment products, Square D states that it has received asbestos-related workers'
16 compensation claims for the following individuals: George Franciskovick (claim filed in July 1987);
17 Donald Miller (claim filed in May 1988); Harry McArdle (claim filed in Ohio); Terry Browning
18 (claim filed in August 2001 before the North Carolina Industrial Commission); Mattie Jackson (claim
19 filed in July 2003 before the Illinois Industrial Commission); Sandra Oakley (claim filed in April
20 2005 before the Iowa Workers' Compensation Commissioner); and Ray Shafer (claim filed in July
21 2011 before the North Carolina Industrial Commission).

22 **INTERROGATORY NO. 53:**

23 Does THIS DEFENDANT have insurance available to cover judgment(s) entered against it in
24 asbestos-related personal injury lawsuits; if so, please state:

- 25 a. the name and principal place of business of any insurance carrier who has issued such
26 policy of insurance;
- 27 b. the number and effective date of each policy;
- 28 c. the amount(s) of coverage of each policy;

- d. the applicable dates of coverage;
- e. any reservation of rights contained in each such policy;
- f. the amount of coverage presently exhausted under each such policy;
- g. the amount of coverage presently available under each such policy;
- h. whether limits contained in each such policy include costs of defense.

ANSWER: Subject to and without waiving the General Objections set forth above, Square D denies any inference that it is liable on any of Plaintiffs' claims. By way of further answer, Square D previously purchased various insurance policies which provide for liability coverage regarding its product lines. Square D's known and confirmed liability insurance policies that have participated to varying degrees in the defense and/or indemnification of asbestos-related bodily injury claims have included the policies set forth on the following chart. The following chart identifies the liability insurance coverage that was issued to Square D and may respond to asbestos-related bodily injury claims, but Square D notes that the limits of various of these policies have been reduced as the result of, for example, insurer insolvencies and prior payments:

Insurer	Policy Number	Policy Period	Limits
London Market Insurers	CK2722	10/25/57-10/25/58	\$100,000
London Market Insurers	CK2723	10/25/57-10/25/58	\$400,000
London Market Insurers	CK2724	10/25/57-10/25/58	\$500,000
London Market Insurers	K50304	10/25/57-10/25/58	\$1,000,000
London Market Insurers	K50352	10/25/57-10/25/58	\$2,000,000
London Market Insurers	K50305	10/25/57-10/25/58	\$1,000,000
London Market Insurers	CK2722	10/25/58-10/25/59	\$100,000
London Market Insurers	CK2723	10/25/58-10/25/59	\$400,000
London Market Insurers	CK2724	10/25/58-10/25/59	\$500,000
London Market Insurers	K50304	10/25/58-10/25/59	\$1,000,000
London Market Insurers	K50352	10/25/58-10/25/59	\$2,000,000
London Market Insurers	K50305	10/25/58-10/25/59	\$1,000,000
London Market Insurers	CK2722	10/25/59-11/24/60	\$100,000
London Market Insurers	CK2723	10/25/59-11/24/60	\$400,000
London Market Insurers	CK2724	10/25/59-11/24/60	\$500,000
London Market Insurers	K50304	10/25/59-11/24/60	\$1,000,000
London Market Insurers	K50352	10/25/59-11/24/60	\$2,000,000
London Market Insurers	K50305	10/25/59-11/24/60	\$1,000,000
London Market Insurers	CU 1004	11/24/60-11/24/61	\$1,000,000

Insurer	Policy Number	Policy Period	Limits
London Market Insurers	K 65077	11/24/60-11/24/61	\$2,000,000
London Market Insurers	K 65078	11/24/60-11/24/61	\$2,000,000
London Market Insurers	CU 1004	11/24/61-11/24/62	\$1,000,000
London Market Insurers	K 65077	11/24/61-11/24/62	\$2,000,000
London Market Insurers	K 65078	11/24/61-11/24/62	\$2,000,000
London Market Insurers	CU 1004	11/24/62-11/24/63	\$1,000,000
London Market Insurers	K 65077	11/24/62-11/24/63	\$2,000,000
London Market Insurers	K 65078	11/24/62-11/24/63	\$2,000,000
London Market Insurers	CU 1004	11/24/63-06/30/64	\$1,000,000
London Market Insurers	K 65077	11/24/63-06/30/64	\$2,000,000
London Market Insurers	K 65078	11/24/63-06/30/64	\$2,000,000
London Market Insurers	CU 3470/CL94176	06/30/64-06/30/65	\$1,000,000
London Market Insurers	CU 3471/CL94177	06/30/64-06/30/65	\$4,000,000
London Market Insurers	CU 3470/CL94176	06/30/65-06/30/66	\$1,000,000
London Market Insurers	CU 3471/CL94177	06/30/65-06/30/66	\$4,000,000
London Market Insurers	CU 3470/CL94176	06/30/66-08/30/67	\$1,000,000
London Market Insurers	CU 3471/CL94177	06/30/66-08/30/67	\$4,000,000
London Market Insurers	CU 8322/CL99220	08/30/67-08/30/68	\$1,000,000
London Market Insurers	CU 8323/CL99201	08/30/67-08/30/68	\$4,000,000
London Market Insurers	CU 8324/CL99202	08/30/67-06/30/68	\$5,000,000
London Market Insurers	CU 8322/CL99220	08/30/68-08/30/69	\$1,000,000
London Market Insurers	CU 8323/CL99201	08/30/68-08/30/69	\$4,000,000
London Market Insurers	CU 8324/CL99202	06/30/68-06/30/69	\$5,000,000
London Market Insurers	CU 8322/CL99220	08/30/69-06/30/70	\$1,000,000
London Market Insurers	CU 8323/CL99201	08/30/69-06/30/70	\$4,000,000
London Market Insurers	CU 8324/CL99202	06/30/69-06/30/70	\$15,000,000
American Employers	AW-8500-445	06/30/70-06/30/71	\$20,000,000
American Employers	AW-8500-445	06/30/71-06/30/72	\$20,000,000
American Employers	AW-8500-445	06/30/72-06/30/73	\$20,000,000
Affiliated FM	71592	06/30/73-06/30/74	\$20,000,000
Affiliated FM	71592	06/30/74-06/30/75	\$22,500,000
Affiliated FM	71592	06/30/75-06/30/76	\$25,000,000
Affiliated FM	94718	06/30/76-06/30/77	\$10,000,000
Northbrook	63-001-905	06/30/76-06/30/77	\$15,000,000
Northbrook	63-003-201	06/30/77-06/30/78	\$20,000,000
Northbrook	63-004-659	06/30/78-06/30/79	\$22,000,000
London Market Insurers	79DD1875C/PR11 4979(A)	06/30/79-06/30/80	\$5,000,000

Insurer	Policy Number	Policy Period	Limits
London Market Insurers	79DD1876C/PY11 5079(A)*	06/30/79-06/30/80	\$14,550,000
London Market Insurers	79DD1877C/PY11 5179**	06/30/79-06/30/80	\$5,450,000
London Market Insurers	79DD1875C/PR11 4979(B)	06/30/80-06/30/81	\$5,000,000
London Market Insurers	79DD1876C/PY11 5079(B)*	06/30/80-06/30/81	\$14,550,000
London Market Insurers	80DD1928C/PY11 5180**	06/30/80-06/30/81	\$5,450,000
London Market Insurers	79DD1875C/PR11 4979(C)	06/30/81-06/30/82	\$5,000,000
London Market Insurers	79DD1876C/PY11 5079(C)*	06/30/81-06/30/82	\$14,550,000
London Market Insurers	80DD1928C/PY11 5180**	06/30/81-06/30/82	\$5,450,000
London Market Insurers	KY022582(A)	06/30/82-06/30/83	\$5,000,000
London Market Insurers	KY022682(A)	06/30/82-06/30/83	\$20,000,000
London Market Insurers	KY022682(B)	06/30/83-06/30/84	\$20,000,000
London Market Insurers	KY022582(C)	06/30/84-06/30/85	\$5,000,000
London Market Insurers	KY022682(C)	06/30/84-06/30/85	\$20,000,000

* = \$14,550,000 p/o \$20MM

** = \$5,450,000 p/o \$20MM

By way of further response, Square D states that its investigation into the subject matter of this Interrogatory is ongoing and Square D reserves the right to amend or supplement this response as appropriate.

INTERROGATORY NO. 54:

Has THIS DEFENDANT owned or operated any petroleum refining facilities; if so, please state:

- a. whether any ASBESTOS-CONTAINING PRODUCT(S) WERE MARKETed on the premises of such refining facilities;
- b. the location, including the name and address of all such refining facilities;
- c. the dates of operation of such refining facilities;
- d. the types of ASBESTOS-CONTAINING PRODUCT(S) MARKETed on such premises;
- e. the names of the manufacturers of any ASBESTOS-CONTAINING PRODUCTS MARKETed on such premises;

- 1 f. whether THIS DEFENDANT has documents identifying such MARKETing;
2 g. the IDENTITY of the custodian of such documents.

3 **ANSWER:** Subject to and without waiving its foregoing General Objections and to the best of its
4 present knowledge, Square D has not owned or operated any petroleum refining facilities.

5 **INTERROGATORY NO. 55:**

6 Has THIS DEFENDANT held a controlling ownership interest in any COMPANY which
7 owned or operated petroleum refining facilities: if so, for the period(s) of time during which THIS
8 DEFENDANT held such interest, please state:

9 a. whether any ASBESTOS-CONTAINING PRODUCTS were MARKETed on the
10 premises of such refining facilities;

11 b. the location, including the name and address of all such refining facilities;

12 c. the dates of operation of such refining facilities;

13 d. the types of ASBESTOS-CONTAINING PRODUCTS MARKETed on such
14 premises;

15 e. the names of the manufacturers of any ASBESTOS-CONTAINING PRODUCTS
16 MARKETed on such premises;

17 f. whether THIS DEFENDANT has DOCUMENTS identifying such MARKETing;

18 g. the IDENTITY of the custodian of such DOCUMENTS.

19 **ANSWER:** Subject to and without waiving its foregoing General Objections, Square D has not held
20 a controlling interest in any company that owned or operated petroleum refining facilities.

21 **INTERROGATORY NO. 57:**

22 Has THIS DEFENDANT contracted with any COMPANY for the MARKETing of
23 ASBESTOS-CONTAINING PRODUCT(S) on any premises owned or leased by THIS
24 DEFENDANT; if so, please state:

25 a. the location, including name and address of such premises;

26 b. the name and address of each such COMPANY;

27 c. the types of ASBESTOS-CONTAINING PRODUCTS;

28 d. the name of the manufacturers of such ASBESTOS-CONTAINING PRODUCTS;

- 1 e. whether THIS DEFENDANT has DOCUMENTS of such MARKETing;
2 f. the IDENTITY of the custodian of such DOCUMENTS.

3 **ANSWER:** In addition to its foregoing General Objections, Square D objects that Plaintiffs do not
4 provide reasonable notice regarding what Square D products may allegedly be at issue in this case.
5 As such, Square D objects that this Interrogatory is not reasonably calculated to lead to the discovery
6 of admissible evidence and is an improper, overly broad, onerous, and fundamentally unfair attempt
7 by Plaintiffs to require Square D to conduct a nearly unlimited investigation into the broad and
8 diverse variety of electrical equipment products that it manufactured over the course of its over one
9 hundred year history that vary greatly and could possibly include many hundreds of different
10 products, product configurations, and many thousands of individual parts and pieces. Square D
11 objects that Plaintiffs have failed to provide information, such as, for example, product-specific
12 catalog numbers and/or factory order numbers, which would assist Square D in determining the
13 products at issue in this case. Square D also objects to the phrase "asbestos-containing products" to
14 the extent that it implies all Square D electrical equipment products contained asbestos components,
15 which is expressly denied. Additionally, Square D objects that this Interrogatory is vague,
16 ambiguous, and confusing as applied to Square D.

17
18 Dated: March 7, 2012

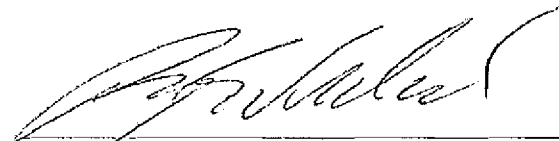
K&L GATES LLP

19
20 By: 
21 ROSEANNA M. CASTILLO
22 Attorneys for Defendant
23 SCHNEIDER ELECTRIC USA, INC.
24 f/k/a SQUARE D COMPANY
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26
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VERIFICATION

I, Bryce Wendland, state that I am an employee of Schneider Electric USA, Inc., formerly known as Square D Company ("the Company") and am authorized to make this verification for and on behalf of the Company. I have read the Company's Fourth Supplemental Responses to Plaintiffs' First Set of Interrogatories and am familiar with the contents thereof. I declare under penalty of perjury under the laws of the State of California that the answers of the Company are true to the best of my knowledge, information, and belief as I have been informed by others, limited records and information available with respect to the subject matters at issue.

Dated: 1-5, 2012


Bryce Wendland

VERIFICATION

I, William Pratt, state that I am an employee of Schneider Electric USA, Inc., formerly known as Square D Company ("the Company") and am authorized to make this verification for and on behalf of the Company. I have read the Company's Fourth Supplemental Responses to Plaintiffs' First Set of Interrogatories and am familiar with the contents thereof. I declare under penalty of perjury under the laws of the State of California that the answers of the Company are true to the best of my knowledge, information, and belief as I have been informed by others, limited records and information available with respect to the subject matters at issue.

Dated: December 8th, 2011

William Pratt
William Pratt

1 I declare under penalty of perjury under the laws of the State of California that the above is
2 true and correct.

3 Executed on **March 7, 2012**, at San Francisco, California.

4 _____
5 **Riza Florencio**
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