

FILE NAME: Paccar (PAC)

DATE: 1993 Aug 26

DOC#: PAC016

DOCUMENT DESCRIPTION: Legal - Deposition of David Degenstein;
Rivenbark v. Fibreboard [Ex. M]

EXHIBIT M

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

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MALVIN RIVENBARK &
MARY ANN RIVENBARK,

Plaintiffs,

COPY

vs.

No. 711462-9

FIBREBOARD CORPORATION, ET AL,

Defendants.

DEPOSITION OF DAVID L. DEGENSTEIN

Taken before FRANK J. MASELLI, JR.

CSR No. 1496

August 26, 1993

Aiken & Welch, Inc.
Certified Shorthand Reporters
One Kaiser Plaza, Suite 505
Oakland, California 94612
(510) 451-1580

DEPOSITION OF DAVID L. DEGENSTEIN

BE IT REMEMBERED, that pursuant to Notice, and on the 26th day of August, 1993, commencing at the hour of 1:15 p.m., in the offices of Bronson, Bronson & McKinnon, 505 Montgomery Street, San Francisco, California 94111-2514, before me, FRANK J. MASELLI, JR., a Certified Shorthand Reporter in and for the County of Contra Costa, State of California, personally appeared DAVID L. DEGENSTEIN, produced as a witness in said action, and being by me first duly sworn, was thereupon examined as a witness in said cause.

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JUDY DIANE JONAS, Kazan, McClain, Edises & Simon, 171 Twelfth Street, Third Floor, Oakland, California 94607, appeared on behalf of the Plaintiff.

KENNETH E. KELLER, Bronson, Bronson & McKinnon, 505 Montgomery Street, San Francisco, California 94111-2514, appeared on behalf of Defendant PACCAR, Inc.

ROGER A. AGEN, Dryden, Margoles, Schimaneck, Hartman & Kelly, One California Street, Suite 3125, San Francisco, California 94111 appeared on behalf of Defendant Ford Motor

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Company.

VLADISLAV V. LUSKIN, Paetzold, White & Brodsky, 101 California Street, Suite 1875, San Francisco, California 94111-5884 appeared on behalf of Defendant The E.J. Bartells Company.

PATRICK M. HOWE, Sullivan, Roche & Johnson, 333 Bush Street, San Francisco, California 94104 appeared on behalf of Defendant Abex Corporation.

CONSTANCE NELSON, Stevens, Drummond & Gifford, 1910 Olympic Blvd, Suite 250, Walnut Creek, California appeared on behalf of Defendant Wagner Electric Corporation.

BRAD W. LOMAS, Gordon & Rees, 275 Battery Street, 20th Floor, San Francisco, California 94611 appeared on behalf of Defendant Allied Signal.

DAVID L. DEGENSTEIN,
sworn as a witness by the Certified Shorthand Reporter,
testified as follows:

EXAMINATION BY MS. JONAS

Q. Would you state your full name for the record?

A. David L. Degenstein.

Q. Thank you. Mr. Degenstein, good afternoon.

A. Hi.

Q. You're being produced here today as the custodian of records for PACCAR; is that correct?

MR. KELLER: I'm not sure he knows that. But he's being produced today not only as custodian of records, but also as the corporate representative under 2025 on the topics that you -- excuse me -- that you designated.

I have objected to some of those, and I'm not sure we ever resolved those objections. But he is here to answer your questions, both as the custodian, and as the corporate --

MS. JONAS: Q. Okay. So you're a representative of PACCAR?

A. Yes.

Q. Do you pronounce it PACCAR or PACCAR?

A. PACCAR.

Q. PACCAR. Okay.

Everyone has been getting it wrong for the last few weeks.

MR. KELLER: One other explanation. When you say are you a representative of, he's being produced here on behalf of. He's not employed per se by PACCAR.

You might want to ask him that.

MS. JONAS: I see.

Q. Who do you work for?

A. Kenworth Truck Company.

Q. Okay. What is your position with Kenworth?

A. Manager of product safety and compliance.

Q. And how long have you been with Kenworth?

A. Since June of 1979.

Q. And what was your position when you first joined Kenworth?

A. I was a junior design engineer.

Q. Have you ever given a deposition before?

A. Yes.

Q. How many times?

A. Eight, maybe nine.

Q. Okay. Including depositions in the last couple of years?

A. Yes.

Q. All right. If you have any questions about what I'm getting at, or don't understand my question, then let me know and I'll try to clarify.

Otherwise, I'll assume you understand the rules of a deposition and I'll proceed.

A. Okay.

Q. Okay. Do you have any position with the Peterbilt Company?

A. No.

Q. Have you ever worked for Peterbilt in any capacity?

A. No.

Q. Do you have any position with PACCAR?

A. No.

Q. And Kenworth is a division of PACCAR; is that correct?

A. An unincorporated division of PACCAR.

MS. JONAS: Counsel, are you producing the person most knowledgeable in regards to the Peterbilt Division as well today?

MR. KELLER: No.

MS. JONAS: Do you have a reason? An objection to that notice?

MR. KELLER: No. He's here to answer your questions. He may have some knowledge about Peterbilt. He doesn't work for Peterbilt.

To the extent he can answer your questions, he will answer your questions.

MS. JONAS: Because we have two notices.

MR. KELLER: I understand.

MS. JONAS: One for Peterbilt and one for the Kenworth Division which I'll attach as an exhibit to the

deposition.

MR. KELLER: As I advised your office, it would be essentially impossible to produce one person who could testify as to Peterbilt and Kenworth.

I chose to produce Mr. Degenstein here today because it seemed to me that the Kenworth side of this issue was perhaps more relevant to you. At least at this point in time.

MS. JONAS: Q. So when you joined Kenworth in June of 1979, you were a junior design engineer?

A. Yes.

Q. What did that involve?

A. I was an entry level engineer in the chassis and power train design group that was titled C500. Off highway design section, I believe is how it was titled.

Q. So you were involved in designing some portion of the trucks that were being manufactured by Kenworth?

A. That's correct.

Q. And how long did you hold that position?

A. Approximately until October of 1980.

Q. And then what was your new position?

A. Design engineer.

Q. And how long did you hold that position?

A. I believe until sometime in 1982.

Q. All right. And then what?

A. Senior design engineer.

Q. Okay. And then did that change?

A. Yes.

Q. At what point did you change your position?

A. September of 1987.

Q. And what was your new position?

A. Technical advisor to PACCAR, Inc.

Q. And what did that mean?

A. I was the technical advisor to the parent company of Kenworth, PACCAR, Inc., in their corporate law department.

Q. So what were your duties?

A. To assist the in-house attorneys in explaining technical issues to them. I reviewed some publications, from a technical perspective, for accuracy.

Q. Do you have any training in law?

A. No.

Q. Legal background?

And then after that position, did you change positions again?

A. Yes.

Q. When was that?

A. January of 1990.

Q. And what was your new position?

A. Manager of product safety and compliance for Kenworth Truck Company. Current position.

Q. And that's your current position?

A. (Nods head affirmatively.)

Q. And in that capacity, what are your responsibilities?

A. I manage the safety and compliance department. And that particular department is assigned with the responsibility of insuring that our trucks comply with federal motor vehicle safety standards, and motor carrier safety regulations, other company industry standards.

We review Kenworth product designs from a safety perspective. We act as sort of an in-house liaison group to the design engineering department in giving advice on particular designs.

I'm on the engineering review committee, which reviews proposals to change the Kenworth product. I also act as the company representative in product liability lawsuits.

Q. So then have you been produced in a capacity similar to what you're doing here today, as -- in depositions on behalf of the company?

A. Yes.

Q. All right. And all the other depositions that you described, you've been testifying in a similar capacity as you are today? As a corporate representative of Kenworth?

A. I believe so. I don't know.

MR. KELLER: If you know. If you don't know, don't guess.

THE WITNESS: I don't know if they all have been as a company representative.

MS. JONAS: Q. Have you testified in any asbestos litigation before today?

A. No.

Q. Have you testified in any depositions in which the focus was the brakes that were used in Kenworth trucks?

MR. KELLER: When you say the focus was the brakes, you mean the performance of them as opposed to perhaps manufacture type, composition?

MS. JONAS: That's a good -- that's a good point.

MR. KELLER: The only reason I asked, there could be allegations of brake failure, which I'm not sure you're interested in.

MS. JONAS: Right.

Q. Outside of brake failure cases where the focus was on the manufacture of the brake products or the composition, materials contained in the products?

A. Not that I recall, no.

Q. When was the Kenworth Company first incorporated?

MR. KELLER: Let me object. That assumes a fact not in evidence. He told you it not incorporated.

MS. JONAS: Q. It's unincorporated?

A. That's correct, it's unincorporated.

Q. Can you describe the beginning of the company?

A. Kenworth, I believe, began in the 1920's, a company started out as the Gersick's Truck Company. It was then, some where in the late 20's, I believe it was renamed to the

Kenworth Motor Truck Company.

I believe it was 1945 Pacific Car and Foundry purchased the Kenworth Truck Company.

Q. What year was that?

A. I believe it was 1945. And --

Q. Was Pacific Car already in the trucking business at that time, as far as you know?

A. Pacific Car and Foundry was in -- was in -- yes, the trucking business. They manufactured some components for railroad cars and other type of vehicles like that. I believe logging type vehicles.

Q. Okay. And then since that time has Kenworth remained as an unincorporated division of Pacific Car?

A. Pacific Car and Foundry was changed to PACCAR in 1971. When PACCAR -- Pacific Car and Foundry I believe incorporated and changed its name to PACCAR, Inc. in 1971.

With regard to Kenworth, the -- there was no change, or what influence that had, I don't know.

Q. And what kind of trucks does Kenworth make?

A. We manufacture what's called Class 8 trucks.

Q. And are those the big rig trucks you see on the street?

A. A Class 8 truck is one with a gross vehicle weight rating of thirty-three thousand and one pound and above.

Q. Is that the largest type of truck that's manufactured? Largest class?

1 A. Of those that have a class designation that I'm
2 aware of, yes.

3 Q. And do you manufacture any other classes of trucks,
4 or any other --

5 A. We manufacture a Class 7 truck as well. And
6 sometimes the weight rating of that truck brings it to a
7 Class 6.

8 Q. Has Kenworth ever manufactured automobiles?

9 A. No.

10 Q. Or any other vehicles?

11 A. I believe at one time they manufactured buses.

12 Q. What is the relationship between Kenworth and
13 Peterbilt?

14 A. Peterbilt is an unincorporated division of PACCAR,
15 Inc., that they're also a Class 8 truck manufacturer.
16 Building some Class 6 and Class 7 as well.

17 Q. And are your operations merged in any way with
18 Peterbilt?

19 MR. KELLER: Let me just object. Question is vague
20 and ambiguous. I'm not sure what you mean by "operations
21 merged."

22 MS. JONAS: Q. Do you share any staff between the
23 two divisions?

24 A. I don't know.

25 Q. Well, are the divisions physically located in the
26 same premises?

1 A. No. I -- I guess to -- the reason I say I don't
2 know is if -- if there's some sharing of some corporate
3 functions for the two divisions, I don't know.

4 There may be corporate accounting, for example, but
5 no. Peterbilt Motor Company division office is presently
6 located in Newark, California, and -- at this time, as well
7 as relocating to Denton, Texas.

8 And Kenworth Division headquarters is in Kirkland,
9 Washington.

10 MR. KELLER: I assume when you asked your question
11 about the overlap of operations, are you talking down at the
12 engineering design --

13 MS. JONAS: At any level really.

14 MR. KELLER: Well, I think --

15 MS. JONAS: Just trying to figure out the
16 relationship.

17 MR. KELLER: I think that's the problem with your
18 question, which is at the higher levels, corporate
19 management, accounting, law, there may be some overlap.

20 MS. JONAS: Q. Is that your understanding,
21 Mr. Degenstein?

22 A. If -- there is, for instance, a PACCAR Law
23 Department. There is no Kenworth Law Department or Peterbilt
24 Law Department. And I know that all of litigation goes
25 through Paccar's Law Department.

26 Q. Okay. Okay. Are there other parent corporate

1 offices that basically service the two divisions like the Law
2 Department?

3 A. Today?

4 Q. Yes, today, that you're aware of.

5 A. Yes.

6 Q. What would those be?

7 A. There is corporate purchasing, corporate supply or
8 quality. I guess based upon the way the question was phrased,
9 the corporate administration, I guess, services both
10 divisions, the executive levels.

11 Q. Of all the trucks that are out there today, is
12 PACCAR the biggest manufacturer of large trucks in the
13 country today?

14 A. By "biggest," do you mean the largest number?

15 Q. Yeah. Largest number.

16 A. No.

17 Q. Which company is?

18 A. It either Freightliner or Navistar.

19 Q. Now, where would PACCAR come in the lineup, if you
20 know, between, you know, Mack and Freightliner, Navistar,
21 International?

22 A. PACCAR combined, Peterbilt and Kenworth, is number
23 three.

24 Q. And how long has that been true?

25 A. I believe for the last year or two.

26 Q. I want to go through our notice for this

1 deposition. We're going to do a combined deposition records
2 for custodian of records and person most knowledgeable with
3 your --

4 MR. KELLER: Fine.

5 MS. JONAS: -- agreement.

6 Q. So it will just be captioned for both. And I want
7 to ask you, first, in your capacity as a custodian of records
8 for the Kenworth Division of PACCAR, whether or not you
9 conducted a search for the following records.

10 And then I'll ask you questions about the search
11 and what documents you're producing, if any, in response to
12 this.

13 Do you have a copy of the notice?

14 MR. KELLER: I don't.

15 MS. JONAS: You can show him as I go through this?

16 MR. KELLER: You want me to make a copy?

17 (Discussion held off the record.)

18 MS. JONAS: Then we'll make an exhibit too, so
19 might as well make some extras.

20 (Short recess taken.)

21 MS. JONAS: Q. So if you look on page two of the
22 deposition notice, it lists the various items that we had
23 asked to be produced at this time.

24 The Item 1, could you take a look at that.

25 A. (Witness complies.)

26 Q. These will be attached as an exhibit. I'm not

1 going to read everything on the notice.

2 Do you have any documents responsive to that
3 request here today?

4 MR. KELLER: Just for the record, I would state
5 that we objected to certain of these items in these
6 categories.

7 I don't want to belabor the objections with
8 reference now. I assume they're incorporated by reference?

9 MS. JONAS: Certainly. That's fine.

10 THE WITNESS: Excuse me. Could I have the question
11 again?

12 MS. JONAS: Q. Sure. What I'm going to do is just
13 go through, to make it go faster, if we could, I'm going to
14 go through each of the items on our deposition notice and ask
15 you if you have any documents that you're producing today
16 that are responsive to that request.

17 A. Okay.

18 Q. So if you could just read the category and then
19 tell me if any of the documents that you produced are
20 responsive to that request.

21 So on Item 1, on page 2 -- actually which one do
22 you have in front of you?

23 MR. KELLER: He has Kenworth.

24 MS. JONAS: You have Kenworth. Okay.

25 MR. KELLER: If you know.

26 THE WITNESS: No.

1 MS. JONAS: Q. You're not producing any documents?

2 MR. KELLER: That assumes there are any.

3 MS. JONAS: Q. Did you conduct a search for any
4 documents responsive to this request?

5 A. To number one?

6 Q. Yes.

7 A. Yes, I did.

8 Q. And can you tell me how you went about doing that?

9 A. I spoke with individuals in the Engineering
10 Department at Kenworth, and other departments at Kenworth,
11 that were employed, as near as I could recall, back in the
12 '50's or 1960's. And tried to get some information from --
13 from them.

14 Went through the Kenworth Engineering, what we call
15 the checkout book for signing out drawings, specifications,
16 and things like that, and reviewed that, those books, under
17 categories having to do with brakes and axles and those
18 components.

19 Q. All right. And how far back does that log date?

20 A. I don't know when the date of the log begins. The
21 early entries are not dated. Based upon the drawings that
22 are listed in there, it dates before 1950.

23 Q. Are you aware of any asbestos containing products
24 that were part of any Kenworth trucks?

25 A. From 19 -- from --

26 Q. From 1950 to the present?

1 A. Yes.

2 Q. And that would be brakes, brake linings?

3 A. Brake linings.

4 Q. And clutch pads?

5 A. I don't know.

6 Q. Okay. Any other materials that were asbestos
7 containing that were used in Kenworth trucks in 1950 on?

8 A. No. Not that I know of.

9 Q. Are you producing any documents responsive to the
10 second request? Item number 2 on page 2?

11 A. Yes.

12 Q. And what documents are you producing today?

13 A. The documents that -- what we, at Kenworth, would
14 term axle specifications sheets.

15 Q. Okay. Okay.

16 Could you identify those for me?

17 A. (Witness indicates.)

18 Q. Just tell me what that is?

19 A. The axle specification sheets.

20 Q. Okay. And let's make this Exhibit B to the
21 deposition. And what is the date of that document?

22 A. There's several dates. Each document has its own
23 date.

24 Q. Okay. So this is a group exhibit?

25 MR. KELLER: Yeah. This was compiled by my office,
26 stapled in this fashion. It's not the way in which they're

1 kept.

2 MS. JONAS: I see.

3 MR. KELLER: These are the same type of documents,
4 but for different days.

5 MS. JONAS: I see.

6 Q. Are these all business records kept within the
7 Kenworth Division?

8 A. Yes.

9 Q. Okay. And when you went through your files, you
10 located these records responsive to this request?

11 A. That's correct.

12 Q. And you indicated this is not just one document,
13 but a series of documents from different periods of time; is
14 that right?

15 A. That's correct. I'm -- each page is an individual
16 document that exists on its own. So, for example, the top
17 one there is axle spec R22-A-105, and it was dated February
18 26, 1950.

19 And the second one was listed would be R22-A-113,
20 and it would have its own date. And so on all through the
21 pile.

22 Q. And are these the different specifications for the
23 Class 8 trucks, starting in 1950, in terms of the brake and
24 clutch assemblies?

25 A. No. These are axle specifications.

26 Q. But the axle specifications include information as

1 to the brake and clutch assembly?

2 A. The axle specification includes information with
3 regard to brakes, but it does not include information
4 regarding clutches.

5 Q. Okay. Did you find any other documents that are
6 responsive to this request?

7 A. There's an axle chart L76-B-1859.

8 Q. Let's go ahead and mark that as Exhibit C to the
9 deposition.

10 This second document you've identified, we've now
11 marked as Exhibit C to the deposition, is specifications
12 relating to Timken axles from 1950?

13 MR. KELLER: No. I think the one we've marked as
14 Exhibit C is the one that has 1965 Timken axles. That one
15 has not been marked yet. That was on the back of the
16 document, separate. So --

17 MS. JONAS: Okay.

18 (Whereupon a seven page document, the cover sheet
19 entitled "Amended Notice of Taking Deposition of PACCAR,
20 Inc.'s person most knowledgeable and custodian of records,"
21 was marked as Exhibit A.)

22 (Whereupon a thirteen page document, the cover
23 sheet entitled "Kenworth Motor Truck Corp. Seattle, U.S.A.,"
24 was marked as Exhibit B.)

25 (Whereupon a seven page document, the cover sheet
26 entitled "1965 Timken Axles," was marked as Exhibit C.)

1 MS. JONAS: Q. And what information is contained
2 on Exhibit C, the 1965 Timken axles document?

3 A. It's an axle chart that specifies an axle model,
4 and then tells what size of brakes were on that axle.

5 Q. What about this document that's identified 1950-51,
6 Timken axle?

7 A. This is an earlier chart. It is similar to the
8 Exhibit C. It just covers the time period 1950 to 1951. It
9 also is an axle chart of Timken axles and lists a particular
10 brake size.

11 MR. LOMAS: Would that be Exhibit D then?

12 MS. JONAS: Yes. That's Exhibit D. Thanks. Yes.
13 Next in line.

14 (Whereupon a one page document entitled "1950-1951
15 Timken Axles" was marked as Exhibit D.)

16 MS. JONAS: Q. Were you able to locate any other
17 documents responsive to that request, No. 2?

18 A. No.

19 Q. Can you describe the search that you conducted to
20 obtain documents responsive to this request?

21 MR. KELLER: I think he already did. But tell her
22 again, unless it's different.

23 THE WITNESS: No. I pulled the book that's used to
24 check out drawing numbers, engineering specification numbers,
25 and looked up a particular number that was in the book.

26 Went over, had to pull the microfilm card looked at

1 the microfilm card to see what it was -- what the particular
2 chart or specification was about, if it dealt with the axles
3 or not.

4 And then if it did, made a copy of it. If it
5 didn't, just put it back in the drawer.

6 MS. JONAS: Q. What is your corporate retention
7 policy?

8 A. For any particular document or --

9 Q. Just what's your general policy?

10 MR. KELLER: If you have one.

11 THE WITNESS: Well, we have a policy, but the
12 retention is dependent upon what type of document you have.
13 Engineering drawings and specifications like these are kept,
14 as near as I can tell, since -- they go back to day one.

15 I believe dealer agreements, which is another
16 document that I think we'll talk about later, I believe the
17 retention policy is seven or eight years.

18 So it depends on what type of document, what
19 category it goes into.

20 MS. JONAS: Q. Well, what about documents that
21 would describe the -- parts that are used in the manufacture
22 of Kenworth trucks?

23 MR. KELLER: I think he's answered your question as
24 to brakes. Now you want to know just about parts in general?

25 MS. JONAS: Q. Well, if you were to obtain a brake
26 from a particular manufacturer, would you keep the

1 specifications from that manufacturer as a matter of
2 corporate policy indefinitely?

3 A. If it's in the form of the -- like, for example,
4 this, an axle specification, and on this specification it
5 will say what brakes were supplied with the axle to Kenworth.

6 Q. But that's a Kenworth document. What I'm asking
7 you about is whether or not you have documents concerning the
8 product, the brake products that you're using on the Kenworth
9 trucks, documents which were produced by the manufacturer of
10 the brakes or the brake linings?

11 A. So if I understand you, you would mean, for
12 example, a Timken document?

13 Q. Sure. A Timken document, for example?

14 A. Well, don't -- we don't have any. With regard to
15 the retention policy, it doesn't cover that document, because
16 it's not a PACCAR document or a Kenworth document.

17 Q. So then all -- any material that you might have had
18 at one time regarding the Timken products have now been
19 destroyed?

20 MR. KELLER: I think that misstates his testimony.
21 I think he said that they don't receive those types of
22 documents. I may be wrong.

23 You can answer the question.

24 THE WITNESS: Well, I -- I couldn't say that
25 they've been destroyed because I don't know if we received
26 them.

1 All I can say is when I went and asked -- those
2 type of documents fall into an individual's file, for
3 example, so you would go and you would ask someone in the
4 rear axle group, and you would say, "Do you have a Timken
5 file," and they would say, "No," or they would say, "It's
6 under T."

7 MS. JONAS: Q. Did you do that?

8 A. And I would go to the T and look under there and
9 there was no Timken file. Now, whether they had one before
10 that, I don't know. I don't know if they had one to destroy
11 or not:

12 Q. Did you do that? Did you go to the axle division
13 and ask them if there were Timken documents?

14 A. I went to the -- the rear suspension, rear axle
15 group, that's within Kenworth Truck Company, yes.

16 Q. Who's in charge of that?

17 A. Today?

18 Q. Yes?

19 A. Jim Leasner.

20 Q. How long has he had that position?

21 A. I believe about three months.

22 Q. And who was in charge before that?

23 A. Brian Lengrin.

24 Q. And how long was he in that job?

25 A. I want to say about a year.

26 Q. Okay. Did anybody hold that job throughout the

1 relevant period of time here, 1950's, 1960's, who's still
2 with the company?

3 A. No.

4 Q. Did you do anything else in your search that you
5 haven't already described in effort to obtain documents
6 responsive to request No. 2?

7 A. Other than going to the departments, talking to
8 individuals looking, at their files, and going through the
9 engineering drawings and the checkout books, that's pretty
10 much everything that was done that I can recall.

11 Q. And do you have any documents responsive to request
12 No. 3?

13 MR. KELLER: Let me just state, for the record,
14 this I one I think I do have to state the over breath of this
15 request is, to me, incredible.

16 Any document regarding any relationship between
17 Kenworth and any other entity. I wouldn't know where to have
18 him begin to look for that.

19 And so, therefore, I instructed him, as I was
20 objecting to it, not to look for that. I don't know what you
21 want there.

22 If you could be more specific, I would certainly
23 allow him to tell you what he's done. But -- that's
24 basically all the document --

25 MS. JONAS: You're representing he did nothing
26 responsive?

1 MR. KELLER: That's basically all the documents in
2 the company. That's everything. So I did not tell him to
3 look for everything.

4 MS. JONAS: Q. Under item 4, do you have any
5 documents responsive to that request?

6 A. I believe that the dealer agreement --

7 Q. Okay.

8 A. -- is the only document.

9 MR. KELLER: And, again, I did -- let me state, for
10 the record, I did object to this on cause for the extent you
11 were asking for any document regarding business activity
12 between PACCAR and Kenworth and Peterbilt, that could be an
13 incredible number of documents. I did not believe that's
14 what you were looking for.

15 I instructed him to look for dealership agreements,
16 for documents pertaining to the relationship between PACCAR,
17 Kenworth, Peterbilt, and these other entities.

18 MS. JONAS: Go ahead and have the dealer agreement
19 marked as Exhibit E.

20 (Whereupon a ten page document, entitled on the
21 cover sheet "Dealer Agreement," was marked as Exhibit E.)

22 MS. JONAS: Q. So if I understand the -- your
23 testimony, and the statements of your counsel, there are
24 additional documents regarding business activity between
25 PACCAR and Jenkins and Kenworth, but you were instructed --

26 MR. KELLER: That's not what I said. What I said

1 was there are obviously thousands, if not hundreds of
2 thousands of documents that detailed the business
3 relationship between PACCAR and Kenworth, and PACCAR and
4 Peterbilt, since those are unincorporated divisions of
5 PACCAR.

6 And the way your request is phrased, those
7 documents would come within that. I certainly did not tell
8 him to go look at each and every document to get the
9 relationship between PACCAR, Kenworth and Peterbilt.

10 But what I told him was to go and look for other
11 documents which would be outside of that. To the extent --
12 if you want every document relating to business activity
13 between PACCAR, Kenworth and Peterbilt, I have objected, and
14 if the court orders me to do it. I'll do it.

15 But I can't believe that's what you're looking for.

16 MS. JONAS: Q. So in your search for documents
17 responsive to request No. 4, did you do anything, other than
18 what you've described previously, to obtain documents
19 relevant to that request?

20 A. No. The process is the same. See, the dealer
21 agreements are just kept in a different location. And the
22 dealers agreement is the document that exists for the
23 business relationship between J.T. Jenkins and PACCAR, or
24 Kenworth.

25 And I believe this one is the -- is the -- what do
26 I want to say. The oldest one that we have, or possibly the

1 newest one.

2 I was mentioning earlier the retention policy for
3 dealer agreements is different from what we have for
4 engineering drawings.

5 This is the only dealer agreement copy that we have
6 still on file.

7 Q. Is Inland Kenworth -- does that have any
8 relationship to your company?

9 A. Inland Kenworth is a Kenworth dealer, is a current
10 Kenworth dealer.

11 Q. And are you familiar with the fact that Inland
12 Kenworth took over Jenkins?

13 A. I'm aware of the fact that the J.T. Jenkins
14 dealership -- I believe their locations became Inland
15 Kenworth, or were purchased by -- by Inland.

16 Q. Do you know where Inland Kenworth is located?
17 Corporate headquarters?

18 A. I believe it's a Canadian company. They were --
19 Inland Kenworth, there's a dealership in British Columbia,
20 and they expanded into -- into California.

21 So I believe that their headquarters is in Canada.

22 Q. Does PACCAR have any ownership interest in Inland
23 Kenworth?

24 A. No.

25 Q. It's not a division of PACCAR?

26 A. No.

1 MR. KELLER: If you'd look at the dealership
2 agreement that we produced, this is the one that I think
3 talks about the change from J.T. Jenkins to --

4 MS. JONAS: To Inland?

5 MR. KELLER: Inland Kenworth.

6 MS. JONAS: Um-hum (affirmative).

7 Q. So what is the relationship, if any, between Inland
8 Kenworth, Inc., and Kenworth Trucking Company?

9 MR. KELLER: I think he's already answered that.

10 THE WITNESS: They're an independent Kenworth
11 dealer.

12 MS. JONAS: Q. So Kenworth make the trucks and --
13 Kenworth Truck Company makes the trucks and Inland Kenworth
14 Inc., sells them as a dealer?

15 A. No. Kenworth Truck Company manufactures the truck
16 and sells it --

17 Q. To Inland Kenworth?

18 A. To Inland Kenworth.

19 Q. Okay. Let me go down to the list of items at the
20 bottom of the page? I want you to just first preview the
21 four items that were -- that were listed here under the
22 person most knowledgeable notice?

23 A. (Witness complies.)

24 MR. KELLER: While he's doing that, anticipating
25 your question, let me just make the same objections that I
26 either made in writing or stated on the record as to the

1 breath or over breath as to certain of these specific
2 categories.

3 THE WITNESS: Okay.

4 MS. JONAS: Q. Do you believe that you're the
5 person most knowledgeable to testify as to each of the items
6 listed you just reviewed, or is there somebody else within
7 Kenworth or PACCAR who you believe would be better qualified
8 to address these topics?

9 A. No. I believe I'm probably the most qualified to
10 address the topics.

11 Q. All right. And why do you believe you're the most
12 qualified to address the company's design and manufacturing
13 of items dating back to 1950?

14 A. Based upon the investigation that I've done in
15 response to the request, and just what I've learned going
16 back through the documents.

17 Q. Now, you indicated earlier that you had gone to
18 some other people within the company to find out information
19 about what was going on in the 50's and 60's.

20 Who did you talk to?

21 A. Wendell Amburgey.

22 Q. How do you spell that last name?

23 A. A-m-b-u-r-g-e-y.

24 Q. And where is he located?

25 A. In Kirkland, Washington.

26 Q. And what is his position?

1 A. I believe his job title is senior engineering
2 supervisor.

3 Q. And how long has he been with the company?

4 A. I believe he told me 1962.

5 Q. And who else did you talk to?

6 A. Gary Ziebell. Z-i-e-b-e-l-l.

7 Q. And is he also with the Kirkland office?

8 A. Yes, he is.

9 Q. And what is his position?

10 A. Specifications engineer.

11 Q. And how long has he been with the company?

12 A. I believe he said 1956.

13 Q. And who else did you talk to?

14 A. Carl Fisher.

15 Q. Is that F-i-s-c-h-e-r?

16 A. I don't know.

17 Q. And what's his position?

18 A. Western Region Parts Manager.

19 Q. Parts?

20 A. Parts.

21 Q. Okay. And how long has he been with the company?

22 A. 1957.

23 Q. Okay. And who else did you contact?

24 A. That's all.

25 Q. As I understand it, the Kenworth trucks, back in
26 the 1950's primarily used Timken brake parts; is that right?

1 MR. KELLER: Let me object. Assumes facts not in
2 evidence. I don't know how he can comment upon your
3 understanding.

4 MS. JONAS: Q. Is that correct?

5 A. I don't know.

6 Q. You don't know which brake products were used in
7 the Kenworth trucks in the 1950's?

8 MR. KELLER: Let me object. That wasn't your
9 question. Your question was something about predominant or
10 used most.

11 MS. JONAS: Q. Do you know which brake products
12 were used in the Kenworth trucks in the 1950's?

13 MR. HOWE: I'll object. Vague as to "used."

14 MR. LOMAS: Join.

15 THE WITNESS: If you're asking for which -- a
16 percentage or what the quantities were of a particular brake
17 product, I don't know.

18 MS. JONAS: Q. Okay. Well, which manufacturer
19 supplied the brake parts for Kenworth trucks during the
20 1950's?

21 A. The -- the brakes were part of the axles and the
22 axle suppliers were Timken and Eaton.

23 Q. And did Eaton supply any of the axles for the Class
24 8 trucks?

25 A. Yes.

26 Q. And Timken supplied the axles for Class 8 trucks

1 and other classes as well? Or just class 8?

2 A. Just Class 8. It -- in those days, I don't believe
3 Kenworth manufactured Class 7 or Class 6 trucks. That's only
4 been recently, in the 1980's.

5 Q. And did the axles come with the brake parts already
6 on them?

7 A. Yes.

8 Q. As far as you know, were all of those parts, parts
9 that were manufactured by the supplier, that is Timken, the
10 axle supplier?

11 In other words, did Timken get any other parts from
12 any companies, or did they manufacture all the components of
13 the axles themselves?

14 MR. LOMAS: Objection. Calls for speculation.

15 THE WITNESS: Based on the records that Kenworth
16 has, it appears that some of the components were manufactured
17 or supplied by entities different than Timken or Eaton.

18 MS. JONAS: Q. Did Timken make brake shoes and
19 brake linings?

20 A. I don't know.

21 Q. Well, I take it that the axles that arrived from
22 Timken had brake shoes and brake linings attached already?

23 A. That's correct.

24 Q. And those came directly from Timken?

25 A. Yes. Or --

26 Q. Or Eaton?

1 A. Or through a distributor. They were a Timken axle.
2 How they got to Kenworth, I don't know for sure.

3 Q. Do you know who the distributor was of Timken axles
4 in the 1950's.

5 A. I don't know if they had a distributor. I'm just
6 saying I don't know how they got from Timken to Kenworth.
7 They're a Timken name axle.

8 Q. And approximately what percentage of the axles that
9 Kenworth used during the 1950's came from Timken as compared
10 to Eaton?

11 MR. KELLER: I think that's been asked and
12 answered.

13 THE WITNESS: I don't have any record of the
14 percentage.

15 MS. JONAS: Q. Well, from having talked to the
16 various individuals who have been with the company over the
17 years, do they have any information about that?

18 MR. LOMAS: Object to the form.

19 THE WITNESS: The only comment that was made by one
20 individual was that the Timken axles were more popular on the
21 West Coast and Eaton axles were more popular on the East
22 Coast.

23 Timken on the West Coast, Eaton on the East Coast.
24 I hope I said that right.

25 MS. JONAS: Q. Eaton is?

26 A. That's what confuses me.

1 Q. Was that Mr. Ziebell who told you that?

2 A. Mr. Ziebell said that, yes.

3 Q. Ziebell. Okay.

4 Now, Kenworth had very strict specifications for
5 what the axles had to look like for there trucks, correct?

6 MR. KELLER: I'll object. The question is vague
7 and ambiguous.

8 THE WITNESS: I guess I would say no.

9 MS. JONAS: Q. Well, the -- no, there were no
10 specifications for the axle components?

11 MR. KELLER: That's a different question. It's
12 argumentative. You said "very strict" before.

13 MR. LOMAS: Join.

14 THE WITNESS: You said they were strict
15 specifications that Kenworth had for axles?

16 MS. JONAS: Q. Yes.

17 A. And I said no. Kenworth had specifications for the
18 axles. Kenworth didn't necessarily control the design of the
19 axles.

20 This axle commonly would be sold to other truck
21 manufacturers as well, and Kenworth didn't control the
22 specifications of that axle.

23 But we do have axle specifications that list what
24 some of those parts are on them.

25 Q. And in those specifications, are there indications
26 of -- are there specifications for the brake component as

1 well?

2 A. The brake -- the brake is specified, but a
3 specification of the brake isn't specified. I guess to be
4 clear, it's -- it just lists, for example, a size of a brake,
5 but it doesn't tell you a lot of detail.

6 In other words, you couldn't manufacture a brake
7 from the information that Kenworth has listed on its
8 specifications.

9 Maybe it would help --

10 MR. KELLER: Wait. Before you do that, her
11 question was did it specify the composition of the brake.

12 MS. JONAS: No. That wasn't my question.

13 MR. KELLER: Yeah. It was actually.

14 MS. JONAS: I don't recall asking that one, but
15 that's a good one too. Before we get there, why don't we --

16 MR. KELLER: Not that it's a good one. You asked,
17 did it specify such things as the composition of the brake.
18 That was your question.

19 MS. JONAS: Q. What I would like you to do is
20 point to the section of this document which is marked as
21 Exhibit B in which the brakes --

22 MR. KELLER: Just for the record, I know she
23 doesn't mean to mislead you, but you really do need to listen
24 to the question and answer the one she asks.

25 MS. JONAS: Q. -- in which the brake parts are
26 specified?

1 A. Do you want me to point out a brake part?

2 Q. Yes. If you would.

3 A. On specification R22-A-105, it lists a brake part.
4 It's the second, second or possibly third item down. That
5 says number 35815 and 16, malleable brake shoe assemblies,
6 (roller design). (Sixteen and one-half by seven by three
7 quarter air brakes.) That is a brake part.

8 Q. Does that brake specification include any
9 specifications about the brake linings?

10 A. I think that the problem I have in answering your
11 question is that your, I guess you call this a specification.
12 And to me it's specifying, as I said earlier, it's -- it
13 specifies a brake, but it's not specifying all of the
14 components to be able to build the part.

15 Q. Sure I understand.

16 In other words, it says that this -- that any brake
17 that is of this size would be acceptable that meets these
18 dimensions, and is a roller design?

19 A. No. I don't believe that's what it's saying.

20 Q. Do you want to clarify?

21 MR. KELLER: No. You've answered her question.

22 MS. JONAS: Q. Well, this is -- this is a Kenworth
23 document which indicates what brake shoe assembly can go into
24 a Kenworth truck; is that right?

25 A. No.

26 Q. No. Okay. Well then, I apparently have not

1 followed you.

2 A. This is an axle specification, and all it does is
3 it lists the parts that are -- and it doesn't list all of the
4 parts.

5 It lists some of the parts that go to make up an
6 Eaton 22501 rear axle.

7 MR. KELLER: I think the confusion is arising out
8 of your use of the word "specification."

9 MS. JONAS: Yeah.

10 MR. KELLER: And he's used the word "specifies."
11 That's what he's changed it to list --

12 MS. JONAS: Sure. That's good.

13 MR. KELLER: You're asking if this is a
14 specification from Kenworth. It's not.

15 MS. JONAS: Yeah. I think I follow you now.

16 Q. So the axle arrives and basically this is a list of
17 what is on the axle?

18 A. But it's -- it's not a list --

19 Q. Of some of the things?

20 A. Of everything.

21 Q. Of some of the things?

22 A. It is just a list of parts.

23 Q. Do you know the names of any manufacturers of brake
24 linings or brake shoes that were used on the axles of
25 Kenworth trucks in the 1950's other than Timken?

26 A. Yes.

1 Q. Who would that be?

2 A. Raybestos. American Brake Block.

3 Q. Any others?

4 A. No.

5 Q. And how do you know that Raybestos supplied some of
6 the brake linings to Kenworth Truck?

7 A. It's listed on an axle specification.

8 Q. Okay. Where's the specification number?

9 A. It's in the lower right, and the upper right hand
10 corner.

11 Q. R-22-A-179? Is that the specification you're
12 referring to?

13 A. That specification lists a brake lining, Raybestos
14 Manhattan brake lining.

15 Q. And is there another specification here that lists
16 an American Brake Block lining?

17 A. Yes.

18 Q. Which one was that?

19 A. R-22-A-172.

20 Q. Okay. I see that, American Brake Block.

21 And what percentage of the linings on the Kenworth
22 trucks in the 50's came from Raybestos?

23 A. I don't know.

24 Q. What percentage came from American Brake Block?

25 MR. HOWE: Vague as to the type of axle you're
26 talking about.

THE WITNESS: I don't know.

MS. JONAS: Q. And were there other manufacturers, other than these two companies, for the brakes linings?

MR. LOMAS: Objection. Asked and answered. Vague.

MS. JONAS: Q. In the 1950's?

A. Not that I know of.

Q. Is it your belief from having discussed this issue with the other individuals within Kenworth, and reviewing the records, that Raybestos and American Brake Block supplied most of the linings that were used on the Kenworth trucks in the 1950's?

A. No.

Q. But you don't know who did?

MR. LOMAS: Assumes facts not in evidence.

THE WITNESS: I don't understand your question.

MS. JONAS: Q. What I'm trying to get at is, you know, you indicated that there are two companies who you know for sure supplied brake linings.

And you don't know what percentage of the trucks you ended up using these linings. It sounds like these were used on a few different axle assemblies, but not necessarily on all.

And I'm wondering whether you know which brake linings were used on the other axle assemblies?

MR. LOMAS: Asked and answered.

THE WITNESS: I don't know that there are other

axle assemblies. And your earlier question though was asking -- asked me about the conversations with the other individuals, if they said that it was only Raybestos and American Brake Block. And they didn't say that it was.

MS. JONAS: Q. Did they indicate that there were other companies supplied brake linings?

MR. LOMAS: Asked and answered.

THE WITNESS: They mentioned one other brake manufacturer, but they didn't know the time period.

MS. JONAS: Q. Who was that?

A. Bendix.

Q. Again is that Mr. Ziebell?

A. No.

Q. Who was that?

A. Mr. Amburgey.

Q. Mr. Amburgey. Okay.

Did Mr. Amburgey indicate that the Bendix linings were being used at any time in the 1960's?

A. He didn't know.

Q. What did he say exactly, if you can recall, about the Bendix linings?

A. He said that Bendix supplied brakes, and that they had developed a wedge type brake.

Q. And were those wedge type brakes -- did those wedge type brakes satisfy the -- you're not going to like this word -- the specification for -- let me ask it a different way.

MR. KELLER: You were right, I didn't like that word.

MS. JONAS: Q. Could those wedge type brakes be used on the Kenworth axles that were part of the Kenworth trucks in the 1950's?

MR. LOMAS: Objection to form. Speculation.

THE WITNESS: I don't know.

MS. JONAS: Q. Does Kenworth currently use Bendix brake linings --

MR. LOMAS: Irrelevant.

MS. JONAS: Q. -- on Kenworth trucks?

A. Not that I know of.

Q. So then they did for awhile and then stopped using them?

MR. LOMAS: Misstates prior testimony. Irrelevant.

THE WITNESS: The only thing that I know is what Mr. Amburgey said, and that's it. That they manufacture a wedge type brake, or they developed a wedge type brake, and that's it.

MS. JONAS: Q. Were you able to locate any documents pertaining to the brake linings supplied by Bendix to Kenworth?

A. No.

Q. If you were to search for documents in that category, how would you go about doing it?

MR. LOMAS: Objection. Assumes he didn't already

do that.

THE WITNESS: I would go through axle specifications similar to what was done here.

MS. JONAS: Q. From looking at these axle specifications, and if I understand your prior testimony, some of the specifications don't list all of the parts; is that correct?

A. The axle specification doesn't list every part that goes to make up a rear axle.

Q. And some of these specifications don't identify the manufacturer of the brake linings that were used on the axle?

A. That's correct.

Q. If I wanted to know who supplied the brake linings for the other axles where it's not indicated in the specifications, how could I find that out?

MR. KELLER: From Kenworth you mean?

THE WITNESS: I don't believe you could.

MS. JONAS: Q. Why is that?

A. Because I don't believe we know. All we know is what's on the axle specification chart with regard to what components were on that axle.

If the specification chart doesn't say whose brake it was, Kenworth won't know.

Q. Well, did -- when you manufactured a truck and it was delivered to a dealer, was the truck accompanied by product information, information about the truck?

MR. LOMAS: Calls for speculation.

MR. HOWE: Ambiguous.

THE WITNESS: Any kind of documentation accompanying the truck?

MS. JONAS: Q. Right.

MR. LOMAS: Vague as to time period too.

MR. KELLER: Can we take a brake?

(Short recess taken.)

MR. KELLER: Was there a question pending --

(Record read.)

THE WITNESS: Are you talking at any time period?

MS. JONAS: Q. Yes.

A. For example, today?

Q. Well, obviously mostly interested in what has gone on historically in the 1950's and 60's. But if you're practice has changed over the years, then you should let me know.

MR. KELLER: I object. Question is vague and ambiguous and overbroad.

You can answer if you can.

THE WITNESS: I don't know what documentation was supplied in the 1950's with the trucks.

MS. JONAS: Q. What documentation is supplied with the trucks now?

A. Operator's manual, manuals for various components, from our component supplier, for example. Engine manual,

transmission manual, axle manual.

Other accessories such as wheels and radios. Any component literature that can be supplied, goes into the glove compartment, and is sent on with the truck.

Q. Do you have manuals from Rockwell that you supply to the dealers with the Kenworth truck today?

A. Yes.

Q. And how long have you been supplying dealers with Rockwell manuals?

A. I don't know.

Q. Do you know what the earliest Rockwell manual is that Kenworth Division would have in its possession?

A. No.

Q. Does the Rockwell manual indicate the brake lining that's used on the axle?

A. I don't know.

Q. Who would be the best person within the Kenworth Division to provide information about the Rockwell axles?

A. About Rockwell axles in general?

Q. Yeah. About the use of Rockwell's, well, axles, and specifications for the axles.

MR. KELLER: You have some of that here. He's already indicated to that extent, he's the person most knowledgeable.

Is there something more, over and above, that you can tell here? If you think there is somebody else who is

more knowledgeable --

THE WITNESS: I guess I don't understand the question.

MS. JONAS: Q. Well, I asked you questions about Rockwell. You indicated you didn't know about the manual, what's in it, and how long it's been supplied.

I'm wondering who else within the Kenworth Division might have a little more information about the Rockwell axles.

MR. KELLER: That's when you changed the question. One point you're talking about the manuals, then you're talking about the axles.

To the extent your talking about the axles, and to the extent those are Timken axles, you have that information. It is here. It's been provided.

It does indicate who the brake lining manufacturers are. So that's the problem I have with the question.

MS. JONAS: Q. Do you recall the question I asked?

A. No.

Q. Okay. Is there somebody else within Kenworth who might have a little more information about the Rockwell axle than yourself?

A. Not that I know.

Q. Other than Raybestos, American Brake Block and Bendix, are there any other manufacturers of brake linings that you're aware of that have ever supplied linings for the

Kenworth trucks?

MR. LOMAS: Objection. Misstates his prior testimony.

MR. LOMAS: He stated earlier that he spoke to somebody who mentioned the third name.

You can answer.

THE WITNESS: At any time period?

MS. JONAS: Q. Yes.

A. I believe today we get brake lining from Carlyle.

Q. How long has that been true, that you've gotten brake lining from Carlyle?

A. I don't know.

Q. Since the 1970's?

A. I don't know.

Q. Okay. Any other companies that supply the brake linings?

A. Rockwell.

Q. Does Rockwell manufacture its on brake lining?

A. I don't know.

Q. Well, when it arrives on the axle, does it have any kind of insignia indicating the manufacturer?

MR. KELLER: By "it," I assume you mean the lining?

MS. JONAS: The lining.

MR. LOMAS: Vague.

THE WITNESS: Are we talking about today?

MS. JONAS: Q. Let's start with today.

1 A. When -- when brake lining arrives today, on the
2 brakes, there are -- I -- there are codes on the brake
3 lining.
4 Q. And the code would indicate the manufacturer of the
5 brake lining?
6 MR. KELLER: If you know.
7 THE WITNESS: No. I -- the codes I'm referring to,
8 no.
9 MS. JONAS: Q. What do the codes refer to?
10 A. Refer to a friction compound.
11 Q. So it refers to a particular material that's used
12 within that product?
13 A. Refers to a friction compound.
14 Q. Okay. Are there other writings on the brake
15 linings, other than that?
16 A. I don't know.
17 Q. Do the brake linings that are used on the Kenworth
18 trucks today still contain asbestos?
19 A. Not that I know of.
20 Q. What year was it that they stopped using asbestos
21 containing brake linings on the Kenworth trucks?
22 A. Sometime in 1987.
23 Q. And why did they stop using asbestos containing
24 brake linings in 1987?
25 A. Because nonasbestos brake lining that could meet
26 the requirements of Federal Motor Vehicle Safety Standard 121

1 became available..
2 Q. And was that the first time that that product
3 became available?
4 A. Was 1987.
5 MR. KELLER: By "that product," you mean
6 nonasbestos brakes --
7 MS. JONAS: Nonasbestos brake lining that met the
8 federal requirement.
9 THE WITNESS: I don't follow the question. I'm
10 sorry.
11 MS. JONAS: Q. Was that product, the nonasbestos
12 containing brake lining, available before 1987?
13 MR. KELLER: If you know.
14 THE WITNESS: I don't know.
15 MS. JONAS: Q. Who would be the best person within
16 Kenworth who could answer that question?
17 MR. KELLER: Let me object. That's vague and
18 ambiguous. Assumes somebody within Kenworth would know that,
19 as opposed to somebody who's involved in the manufacture.
20 But you can answer if you can.
21 THE WITNESS: I don't know.
22 MS. JONAS: Q. Who's the manufacturer of that
23 product, that nonasbestos containing brake lining?
24 A. Carlyle, Abex, Rockwell. But rather than calling
25 those manufacturers, I would refer to those as suppliers.
26 Who the manufacturers of -- who the actual manufacturers are,

1 Kenworth doesn't know.
2 Eaton may also be a supplier of nonasbestos brake
3 lining.
4 Q. Did Kenworth ever provide any warnings associated
5 with the asbestos containing products on its trucks?
6 A. No.
7 Q. Did the manufacturers of the asbestos containing
8 brake linings ever supply any warnings?
9 A. Not that I'm aware.
10 Q. Did Kenworth ever provide any information about the
11 maintenance of the -- or the brake work on the Kenworth
12 trucks --
13 MR. KELLER: Let me just object. I think the
14 question is vague and ambiguous. You mean frequency with
15 which it's done, or do you mean the manner in which it should
16 be accomplished?
17 MS. JONAS: Either really.
18 Q. Any information supplied by Kenworth to the dealers
19 about the maintenance of the brakes.
20 A. At any time?
21 Q. Yes.
22 A. Yes.
23 Q. When did they first start providing that
24 information?
25 A. I don't know.
26 Q. Okay. Well, what information has been provided to

1 the dealers about the maintenance of the brakes?
2 A. I don't know what the specific information is other
3 than the -- what would now fall into the Kenworth maintenance
4 manual.
5 Q. And what does the Kenworth maintenance manual
6 provide in regards to brake maintenance?
7 MR. HOWE: Are we talking about today's manual?
8 MS. JONAS: Q. Well, start with today's. And then
9 I'll ask you, obviously, what you know from previous manuals.
10 A. Well, earlier, when I asked you what time period,
11 and you were saying today, so --
12 Q. Yeah.
13 A. -- so my answer was for today.
14 What it specifically says about brake maintenance,
15 I can't recall as we sit here today, if there is a brake
16 section in the Kenworth maintenance manual.
17 Q. Was there a brake section in the manual in the
18 1950's?
19 MR. LOMAS: Speculation.
20 THE WITNESS: I don't know.
21 MS. JONAS: Q. Is there any information in the
22 Kenworth manual today, or at any time, to -- regarding safety
23 precautions that should be used by individuals doing brake
24 work on the Kenworth trucks?
25 A. Any kind of warning?
26 Q. Yes.

A. For anything?

Q. Regarding brake work.

A. I don't know.

Q. If there were warnings, is that something you think you, in your position, would be aware of?

MR. KELLER: The question is vague and ambiguous.

MS. JONAS: Q. Being manager of the product safety and compliance, is that something that you think you would be familiar with if there were such warnings?

A. Whether or not there are warnings in the maintenance manual -- I'm just saying I can't say if there are or not sitting here. I'd have to look at the manuals.

The manuals are rather thick, and there's a lot of documents in there. What they all contain -- that's why I was saying specifically I can't sit here today and tell you everything that's in the brake section of the maintenance manual.

But there is a brake section.

Q. Do you have any copies of the maintenance manuals for the Kenworth trucks in the 1950's?

A. No.

Q. What is the earliest manual that you have at Kenworth?

A. Sometime in the 1970's I recall.

Q. In terms of the Kenworth trucks that were manufactured in the 1950's and early 1960's, were there other

brake manufacturer's products that were used on those trucks after the initial brake parts wore out?

MR. LOMAS: Objection. Misstates prior testimony.

MR. KELLER: Could I have that back?

THE WITNESS: I didn't follow the question.

MR. KELLER: It sounded a little bit like

Rockwell --

(Record read.)

MR. HOWE: Objection. Based on speculation.

MR. LOMAS: Join in the objection.

MR. KELLER: Do you understand the question?

MR. LOMAS: Same objection.

MS. JONAS: Q. Go ahead.

A. As I understand the question, you're asking whether or not there were other manufacturers of brake products, I guess, other than what we listed in these axle specification sheets that were used on Kenworth trucks after they had been delivered?

Q. Right.

A. And used as replacement parts.

Q. Yes.

MR. KELLER: That's a better question. Answer that one.

THE WITNESS: I don't know.

MS. JONAS: Q. You want to switch places? I think I like your questions.

A. No, I don't want to switch places.

Q. Okay. Because once it leaves the factory, you don't really know what would happen out in the field, when the truck is being maintained?

A. Once it leaves Kenworth's possession?

Q. Right.

A. Kenworth doesn't operate repair facilities or things like that. So with regard to those replacement parts, we don't -- they're not our repair facility, so we don't know what parts they use.

I wouldn't want to characterize this as, you know -- we just don't know what happens to the trucks. I mean the trucks are out there. They're in service. They come in and get repaired and --

Q. And they're under warranty?

MR. KELLER: For a period of time.

THE WITNESS: For a period of time. Yes.

MS. JONAS: Let's let him answer --

MR. KELLER: No.

MS. JONAS: -- questions.

MR. KELLER: No. I am letting him answer questions. Your question is vague and ambiguous.

MS. JONAS: If you have an objection, state it. But I would rather get his testimony rather than yours.

MR. KELLER: You're not getting mine. When you're getting mine, you'll know you're getting mine.

MS. JONAS: Q. How long is the warranty on the Kenworth trucks?

A. At what time period?

Q. Let's start in the 1950's.

A. I don't know.

Q. 1960's?

A. I don't know.

Q. What is the warranty now?

A. Twelve months, 100,000 miles, on some components. Three years, 300,000 miles, on other components. And I'm aware of extended warranties that Kenworth arranges with fleet customers in what we call dealer sponsored fleets.

Q. Did the Kenworth warranty ever encompass brake components?

A. In what way?

MR. KELLER: You have to ask questions if you want his testimony. You can't just shake your hide.

If you don't understand the question, then don't answer it.

MS. JONAS: Q. I think the question stands. What don't you understand about my question?

MR. KELLER: You don't stand have to -- if you don't understand a question, you don't have to answer it.

MS. JONAS: Q. Were there some components of the brakes that were under warranty, and others that were not?

A. At what time period?

Q. In the 1950's.

A. I don't know what the warranty was in the 1950's.

Q. Who would be the best person to testify about the warranties in the 1950's from Kenworth trucks?

MR. KELLER: Assumes a fact not in evidence. Assumes there would be somebody today.

THE WITNESS: I don't know.

MS. JONAS: Q. Does the current warranty pertain to any of the brake components?

A. A portion of it does.

Q: What portion does?

A. The warranty warrants the truck to be free of defects, and I -- and so, for example, if a brake shoe was defective, it would be replaced under warranty.

If a brake shoe wears out, the lining just wears down, then it's repaired under maintenance. That's not -- maintenance is not a warrantable type of a replacement of a part.

Q. Okay. I understand.

Now, for a time, Kenworth supplied replacement brake parts to Kenworth dealers in the 1950's; is that correct?

A. I don't know.

Q. Do you know if at any time Kenworth supplied replacements brake parts to its dealers?

MR. KELLER: Let me object. The question is vague

and ambiguous and overbroad.

MR. LOMAS: Could I have the question back, please.

(Record read.)

THE WITNESS: At any time?

MS. JONAS: Q. Yes.

A. Yes.

Q. When did they do that?

A. From 1971 I know. Or I've been told, excuse me.

Q. Do you know the period of time that Jenkins was a Kenworth dealer, J.T. Jenkins?

A. No.

Q. Are you familiar with the J.T. Jenkins dealership?

A. I'm aware that Kenworth had a dealer, J.T. Jenkins, yes.

Q. You're counsel has represented to us, in correspondence, that PACCAR sold replacement brakes for its Class 8 trucks to Jenkins during the period of time Jenkins was a Kenworth dealer.

Are you aware of that?

MR. KELLER: Well, first of all, if you were aware of that, it would be the attorney-client privilege, so I would --

MS. JONAS: There's no attorney-client privilege to --

MR. KELLER: Excuse me.

How would he know unless I told him?

MS. JONAS: Well, as to this information --

MR. KELLER: Let me finish also. I'm a little surprised that you want to now use that information. You're more than welcome to do so, but when I made that representation to you, you didn't want to accept it.

But go ahead, you can answer her question. If you know whether PACCAR sold replacement parts at any point in time to Jenkins, you can answer it.

And I think he has answered your question.

THE WITNESS: I've forgotten the question.

MS. JONAS: Q. Do you know whether PACCAR sold replacements parts for its Class 8 trucks to Jenkins during the period of time Jenkins was a Kenworth dealer?

MR. HOWE: Objection. Speculation. He said he did not know when J.T. Jenkins was a dealer.

MR. LOMAS: Join.

THE WITNESS: Yes.

MS. JONAS: Q. And for how long did they supply replacement brakes?

A. I believe, as I said earlier, I'm aware of that brake components may have been supplied to J.T. Jenkins since 1971. I don't know exactly how long J.T. Jenkins has been a Kenworth dealer.

Q. Okay. So if the brake linings wore out on the Kenworth trucks, prior to 1971, as far as you know, then the replacement parts would have come from somewhere else, not

PACCAR?

MR. LOMAS: Calls for speculation.

MR. KELLER: I'd just object to your question as being vague and ambiguous. When you say come from PACCAR, I assume you don't mean to imply that they were manufactured by us?

MS. JONAS: No. I understand that they don't.

MR. KELLER: Am I correct?

MS. JONAS: Right.

MR. LOMAS: Vague as to time.

THE WITNESS: My answer would be that prior to 1971, who J.T. Jenkins bought brake parts from, I don't know.

MS. JONAS: Q. Did the replacement brakes that came from PACCAR, or I should say were the replacement brakes that came from PACCAR, manufactured by Rockwell or by another manufacturer?

A. Your earlier question was brake components. And --

Q. Yeah. Components is what I'm talking about.

A. Were they supplied from Rockwell?

Q. Yeah. By Rockwell, or by another company?

MR. HOWE: We're talking about post '71, correct?

MS. JONAS: Yeah. That's all he knows about.

THE WITNESS: And you were talking about -- maybe if I just restate my understanding.

MS. JONAS: Q. Sure.

A. You're talking about brake components supplied to

1 J.T. Jenkins since 1971, were they supplied to PACCAR by
2 Rockwell?

3 Q. Right.

4 A. I don't know.

5 Q. Where did the replacement parts come from?

6 A. I don't know.

7 Q. Who would know that within Kenworth or PACCAR?

8 A. I really don't know.

9 Q. Over what period of time was Timken a supplier to
10 Kenworth of axles and brake parts?

11 A. The axle specifications I believe are dated -- I
12 believe there may be one from 1950. I could take a minute to
13 look here.

14 Q. Okay.

15 A. 1951. Appears to be one of the first
16 specifications. So Kenworth had an axle specification from
17 1951.

18 Based upon other research that I've done, sometime
19 in the mid 1970's is when we stopped having Timken axles.

20 Q. So from 1951 through sometime in the 1970's,
21 Kenworth used Timken axles?

22 MR. KELLER: Let me just object to the question as
23 being vague and ambiguous. You say "Timken axles" --

24 MS. JONAS: Timken or Rockwell.

25 MR. KELLER: Okay.

26 MS. JONAS: Axle.

1 MR. KELLER: I understand you've been advised, and
2 I have told Mr. Degenstein about the apparent relationship
3 between Timken and Rockwell regarding use of the name, and I
4 don't think he knew that.

5 He can only tell from the drawing, it says
6 "Timken." I don't think he would know actually who
7 manufactured.

8 When you said "Timken," I assume you mean with the
9 name on it?

10 MS. JONAS: Timken or Rockwell.

11 Q. Is that correct? From the early 1950's, up until
12 the 1970's, Kenworth used Timken or Rockwell axles on its
13 trucks?

14 MR. KELLER: Well, let me object. It also
15 misstates his prior testimony. He also told you about --

16 MS. JONAS: I'm sorry.

17 MR. KELLER: He also told you about Eaton.

18 MS. JONAS: Was a supplier.

19 THE WITNESS: From 1951 through 1975 -- I guess
20 I -- I have a hard time with some of the terms of being a
21 supplier or not.

22 The name of the axles was Timken from say 1951
23 through 1975. And as I said earlier, Eaton also supplied
24 axles during that time.

25 Or Eaton was a -- has been an axle supplier as
26 well.

1 MR. HOWE: Mr. Degenstein, could you tell me which
2 document you were referring to when you stated that Timken
3 axles, or Kenworth began receiving Timken axles in 1951?

4 MS. JONAS: Q. What he's trying to get you to do
5 is identify which page of Exhibit B you referred to. You
6 want to just give us the specification number in the corner?

7 A. Well, it goes back to my earlier statement in
8 saying supplies as well. But the document I'm referring to
9 is R22-A-142.

10 That -- this document doesn't say that Timken
11 supplied axles. It's the name of the axle itself. It's an
12 axle specification, doesn't say when they started to supply
13 it, nor does it say when they ended.

14 It's just we, at that time, had Timken axles to
15 install.

16 MS. JONAS: Who do you represent, counsel?

17 MR. HOWE: Pardon?

18 MS. JONAS: Who do you represent?

19 MR. HOWE: I represent Abex.

20 MS. JONAS: Q. Could any of the replacement brake
21 parts that were supplied by PACCAR to the Kenworth dealers be
22 used on other trucks other than the Kenworth and Peterbilt
23 trucks?

24 MR. LOMAS: Speculation.

25 MR. KELLER: I'll join in that objection.

26 THE WITNESS: Brake component replacement parts

1 could be used on other trucks other than Kenworth trucks?

2 MS. JONAS: Q. International?

3 MR. LOMAS: Vague. Not a question. Speculation.

4 MS. JONAS: Q. Could the replacement parts be used
5 on International Harvester trucks?

6 MR. KELLER: Objection. Calls for speculation.

7 MR. LOMAS: Join.

8 THE WITNESS: I don't know.

9 MS. JONAS: Q. Freightliner trucks?

10 MR. KELLER: Same objection.

11 MR. LOMAS: Join.

12 THE WITNESS: I don't know.

13 MS. JONAS: Q. Mack?

14 MR. KELLER: Same objection.

15 THE WITNESS: I don't know.

16 MS. JONAS: Q. Well, you indicated that the
17 replacement parts could be used on other trucks. How do you
18 know that?

19 A. I indicated that brake component replacement parts
20 could be used on other trucks because the brake component
21 parts are not -- they're not specific to a Kenworth truck.
22 They're specific to a model of axle.

23 So if Freightliner installed the same model axle as
24 a Kenworth, possibly that part could be used on a
25 Freightliner.

26 Q. Oh. I see.

1 Are there any brake dimensions that were used on
2 Kenworth trucks in the 1950's other than those that have been
3 identified in Exhibit B or Exhibit C? D Rather? Exhibit B
4 or D?

5 A. Not that I know of.

6 MR. KELLER: Counsel, how much longer do you have?

7 MS. JONAS: Not too much longer I don't think.

8 MR. KELLER: You want to finish before we take a
9 break? We've been at it a couple of hours. A short break?

10 MR. LOMAS: Short break would be fine with me.

11 MR. KELLER: Do you want to finish your questioning
12 or take a break now?

13 MS. JONAS: We could -- if you want to take a
14 break, we could do that.

15 MR. KELLER: We'll take five minutes.

16 (Short recess taken.)

17 MS. JONAS: Okay. Back on the record.

18 Q. During the 1950's and 1960's, were all of the as --
19 were all of the brake linings used on Kenworth trucks
20 asbestos containing?

21 MR. LOMAS: Speculation.

22 MR. KELLER: Join.

23 THE WITNESS: We don't know.

24 MS. JONAS: Q. Do you have a belief in that
25 regard?

26 MR. LOMAS: Speculation.

1 THE WITNESS: We don't know one way or the other.

2 MR. KELLER: When you say "we," you mean Kenworth
3 as opposed to you personally?

4 THE WITNESS: That's correct.

5 MS. JONAS: Q. Who did you talk to about whether
6 or not the brake linings contained asbestos in the 1950's?

7 A. Wendell Amburgey, Gary Ziebell.

8 Q. And did they indicate -- did both of those
9 gentlemen indicate to you that they didn't know whether or
10 not the brakes contained asbestos?

11 A. That's correct.

12 Q. So no one within Kenworth knows whether or not any
13 of the brake parts used on these trucks in the 1950's or 60's
14 had asbestos in them?

15 MR. LOMAS: Speculation. He didn't talk to
16 everybody.

17 THE WITNESS: I don't know. And that's because
18 those individuals were at Kenworth back in that time period.
19 I'm not aware of any other individuals that were at Kenworth,
20 so I guess that's why I would say I don't know.

21 Because someone who was employed at Kenworth in
22 1970 wouldn't know any more about 1950.

23 MS. JONAS: Q. Well, in 1987, Kenworth started
24 using brake components that no longer contained asbestos; is
25 that right?

26 A. In 1987, we had brake lining, nonasbestos brake

1 lining that complied with 121 available, and that's when we
2 changed to it.

3 Q. So in 1986, you were using asbestos containing
4 brake linings on your trucks; is that correct?

5 A. No.

6 Q. What were you using then?

7 A. There may have been brake lining prior to that that
8 was nonasbestos, and there may have been brake lining that
9 contained asbestos prior to that.

10 What I was saying is that the switch over from
11 asbestos brake lining to nonasbestos brake lining occurred in
12 1987.

13 And there may have been some other brake lining
14 available in 1986 that was nonasbestos, and we would have
15 used it in those applications. But I don't know.

16 Q. Do you have any specific information that you
17 looked at, or that you know personally, or from talking to
18 individuals at Kenworth, that, in fact, there were other
19 nonasbestos containing brake linings available and used on
20 Kenworth trucks in the 1950's and 1960's?

21 A. There isn't any information that I have found that
22 tells Kenworth what the composition of the brake lining was
23 in the 1950's and 60's.

24 Documents that describe the brake lining are those
25 that are Exhibit, is it B?

26 Q. B. Okay.

1 In your capacity as the manager of product safety,
2 do you have occasion to read industrial hygiene studies?

3 A. No.

4 Q. Who would be the individual within Kenworth who
5 would be in charge of product safety and industrial hygiene
6 matters outside of yourself?

7 MR. KELLER: Let me object. Assumes a fact not in
8 evidence, that there is a person in charge of industrial
9 hygiene. But you can answer.

10 THE WITNESS: Well, you're asking -- you're asking
11 two things. You're asking who is in charge of product
12 safety, or responsible for product safety today, and
13 industrial hygiene?

14 MS. JONAS: Q. Well, you're responsible for
15 product safety today, aren't you?

16 A. That's correct.

17 Q. Yeah. Who's responsible for industrial hygiene?

18 A. At Kenworth?

19 Q. Yes.

20 A. There isn't a person.

21 Q. In the 1950's, was there an individual who was --
22 who was responsible for product safety?

23 A. In the broadest sense of individuals responsible
24 for product safety, even today, it's more than just myself.
25 It would be everybody.

26 In the 50's, it would be everyone as well. I don't

1 believe there was an individual with my job title in 1950
2 however.

3 Q. Are you personally familiar with any hygiene
4 studies relating to asbestos containing brake components?

5 A. No.

6 Q. Do you have any information, one way or the other,
7 as to whether or not asbestos containing brake components
8 posed any danger to the health and safety of individuals
9 working on those trucks, or in the vicinity of that work?

10 MR. KELLER: Objection. Calls for speculation,
11 opinion and conclusion that this witness may not be qualified
12 to give. An incomplete hypothetical.

13 THE WITNESS: Could you repeat the question,
14 please.

15 (Record read.)

16 THE WITNESS: No.

17 MS. JONAS: Q. On the average, how long do the
18 brake linings last on the Kenworth trucks? Let's start with
19 the 1950's.

20 MR. HOWE: Objection. Speculation.

21 MR. LOMAS: Join.

22 MR. KELLER: Let me object. It's an incomplete
23 hypothetical and calls for speculation.

24 THE WITNESS: You can't determine an average.

25 MS. JONAS: Q. What's the range?

26 A. Of how long brake linings would last?

1 Q. The brake linings, yeah. On a Class 8 Kenworth
2 truck?

3 MR. HOWE: Same objection.

4 THE WITNESS: Based upon my experience, I have
5 heard of people replacing brake linings from 30,000 miles
6 outward to 150, 160,000 miles.

7 MS. JONAS: Q. So you're saying on the Kenworth
8 trucks, that some of the brake linings would last up to
9 160,000 miles, the same brake lining on the truck?

10 A. I have heard people say -- you know, based upon my
11 experience, I have heard people state that they have had
12 brake linings last 150, 160,000 mile range.

13 Q. Whose clutches did Kenworth use in the 1950's,
14 1960's?

15 A. I don't know.

16 Q. Whose do you use now?

17 A. Spicer, Rockwell. And I believe Eaton has a clutch.

18 Q. How long have you used Spicer clutches?

19 A. I don't know.

20 Q. How long have you used Rockwell clutches?

21 A. I don't know.

22 Q. And Eaton?

23 A. I don't know.

24 Q. Who's in charge of the clutch department at
25 Kenworth?

26 A. We don't have a clutch department.

1 Q. Who would be in charge of the division with
2 information related to clutch parts in the Kenworth trucks?

3 A. The clutch parts are a purchased part. They're
4 isn't anybody in charge of them. The individual plants
5 purchase -- purchase parts.

6 The corporate purchasing may also -- may purchase
7 it as a -- as a commodity.

8 Q. Corporate purchasing from PACCAR?

9 A. Yes.

10 Q. For both Peterbilt and Kenworth Divisions?

11 A. Yes.

12 Q. Who's in charge of corporate purchasing for PACCAR?
13 Who's the head of that division?

14 A. I don't know that it's a division. The individual
15 in charge of corporate purchasing is Lou Catanio.

16 Q. How do you spell Catanio?

17 A. I don't know.

18 Q. Can you help us out a little bit?

19 MR. KELLER: Well, if you know, you know. If you
20 don't, you can't help them out a little bit. Because
21 whenever you try to help them out, it's never enough.

22 Probably spelled like it sounds, C-a-t-a-n-i-o.
23 That's the best I can help you out.

24 MS. JONAS: Q. What were the compositions of the
25 brake linings in the 1950's used on the Kenworth trucks?

26 MR. KELLER: Objection. It's been asked and

1 answered.

2 MR. LOMAS: Speculation.

3 THE WITNESS: The question is what is the
4 composition of the brake lining?

5 MS. JONAS: Q. Yes.

6 A. Used in the 1950's and 60's?

7 Q. Um-hum (affirmative).

8 A. Kenworth doesn't know what the composition of the
9 brake lining was in the 1950's or 60's.

10 Q. Do you know whether or not J.T. Jenkins was also an
11 authorized dealer for the Peterbilt trucks in the 1950's and
12 60's?

13 A. No, I don't.

14 Q. Are there any other documents available within the
15 Kenworth Division relating to brake products used on the
16 Kenworth trucks in the 1950's and 60's other than those
17 you've produced today?

18 A. No. This is everything that I could find.

19 MS. JONAS: Okay. That's all I have for now.

20 EXAMINATION BY MR. LOMAS

21 Q. Mr. Degenstein, my name is Brad Lomas. I just have
22 a very few follow-up questions.

23 MR. KELLER: It might be helpful if you could let
24 him know who you represent.

25 MR. LOMAS: I represent Allied Signal.

26 Q. As I understand your testimony, you did a thorough

1 search of the documents that Kenworth had which contained
2 information regarding Kenworth -- Kenworth purchases,
3 handling or supply of truck brakes from 1950 to the present;
4 is that right?

5 A. Yes.

6 Q. And all of the documents that you found were
7 contained in Exhibits B and C; is that correct?

8 MR. KELLER: And D.

9 MR. LOMAS: Q. B and D; is that correct?

10 A. Yes.

11 Q. And none of those documents refer to Bendix or
12 Allied Signal; is that correct?

13 A. That's correct.

14 Q. So the only information you have regarding Bendix
15 products being purchased or handled or supplied by Kenworth
16 is the statement of Mr. Amburgey; is that right?

17 A. That's correct.

18 Q. And no one else you spoke to told you this; is that
19 right?

20 A. That's correct.

21 Q. And you were never yourself involved in the order
22 handling or supplying of Bendix products to J.T. Jenkins; is
23 that right?

24 MS. JONAS: I'm going to object to this whole line
25 of questioning as to the form. Leading.

26 Go ahead.

1 THE WITNESS: No, I personally didn't -- was not
2 involved in distributing brake products to J.T. Jenkins.

3 MR. LOMAS: Q. Okay. And because Mr. Amburgey
4 didn't know the time frame, you don't know whether any Bendix
5 product was ever supplied to J.T. Jenkins from 1951 to '63,
6 do you?

7 MS. JONAS: Same objection.

8 THE WITNESS: That's correct, I don't know the time
9 period, nor did Mr. Amburgey know the time period.

10 MR. LOMAS: Okay. Pass for now.

11 MR. HOWE: I have no questions.

12 MS. NELSON: I have none.

13 MR. KELLER: Are you done?

14 MS. JONAS: Yes, I am.

15 But I do want to state, for the record, that I'm
16 not completing this -- the deposition that we noticed,
17 because I'm not satisfied that the person most knowledgeable
18 has been produced as to each of the categories on the notice
19 sent.

20 Nor do I believe that an adequate search has been
21 conducted to obtain the records identified in setting records
22 notice.

23 So what I would like to do is continue this
24 deposition until we can agree on a date when the person most
25 knowledgeable and custodian of the records for the
26 categories not satisfied here can be produced.

1 And also there's a separate notice for the
2 Peterbilt Division for deposition to be conducted today. And
3 I would ask that counsel would identify the individual who
4 will be produced from that division so that we can schedule
5 another deposition.

6 MR. KELLER: I guess what surprises me, every
7 deposition I've been to from your office that has been a
8 2025, has ended with that statement, that the lawyer taking
9 the deposition was dissatisfied with the person designated
10 and the documents produced, and an attempt was made to leave
11 the deposition open.

12 I don't agree with your characterization of our
13 attempt to produce Mr. Degenstein as to the person most
14 knowledgeable.

15 He's indicated on the record why he is. I believe
16 he is. He's also indicated for you that he has searched for
17 all the documents and has produced all the documents he has
18 found with respect to Peterbilt.

19 If you want to take somebody from Peterbilt, we
20 didn't discuss that. I'm surprised you don't spend more time
21 with Rockwell and Eaton. But I certainly want to produce
22 somebody from Peterbilt.

23 I produced Mr. Degenstein, because as I told you,
24 because of the press of trial and the fact that Kenworth was
25 the truck or trucks that were being sold to Jenkins, I don't
26 agree with your characterizations, nor your attempt to leave

1 the deposition open as to him.

2 MS. JONAS: Thank you, Mr. Degenstein.

3
4 (Whereupon the deposition was
5 concluded at 3:35 p.m.)

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26
DAVID L. DEGENSTEIN

1 STATE OF CALIFORNIA)
2 COUNTY OF CONTRA COSTA) ss.
3
4

5 I, FRANK J. MASELLI, JR., a Certified Shorthand Reporter
6 in and for the County of Contra Costa, State of California,
7 do hereby certify:

8 That the witness, in the foregoing deposition named, was
9 present and by me sworn as a witness in the above-entitled
10 action at the time and place therein specified;

11 That said deposition was taken before me at said time and
12 place, and was taken down in shorthand by me, a Certified
13 Shorthand Reporter of the State of California, and was
14 thereafter transcribed into typewriting, and that the
15 foregoing transcript constitutes a full, true, and correct
16 report of said deposition and of the proceedings that took
17 place;

18 IN WITNESS WHEREOF, I have hereunder subscribed my hand
19 and affixed my official seal this 30th day of August, 1993.
20
21
22
23

24 Frank J. Maselli, Jr.
25 FRANK J. MASELLI, JR., CSR NO. 1496
26 in and for the County of Contra Costa
State of California