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FACSIMILE COVER SHEET

February 12, 2001

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MESSAGE: re Deposition

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VIDEO DEPOSITION OF JOHN E. CRUM 11/6/98

(Kaiser Gypsum Salesman)
1964-1988

1 themselves and state the parties they represent? 2
2 MR. BERGMAN: Matthew Bergman for the plaintiff.
3 MR. PETTY: I am Ken Petty, representing Kaiser
4 Gypsum Company.
5 MS. ZAKRZEWSKI: Cheryl Zakrzewski, I represent
6 E.J. Bartells.
7 MR. FICHELSON: Bruce Fichelson representing
8 Kaiser Gypsum, Inc.
9 MR. CLARK: Paul Clark, W.R. Grace.
10 MR. WEBB: Henry Webb, C.C.R.
11 MR. FERNANDEZ: Anthony Fernandez for
12 Rapid-American Corp.
13 MS. WILLIAMS: Anne Williams, Owens-Corning.
14 MR. STEPHENS: The reporter's name is Karen Yates
15 from Sierra Nevada Reporters, who will now administer the
16 oath to the plaintiff.
17 JOHN E. CRUM,
18 called as a witness by Plaintiffs,
19 having been first duly sworn,
20 was examined and testified as follows:
21
22 EXAMINATION
23 BY MR. BERGMAN:
24 Q Good morning.
25 A Good morning.

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1 Q And what does your eldest son do for a living.
2 sir?
3 A He works for, he works for - I can't recall the
4 name of the company.
5 Q Okay. Is one of your sons a doctor, sir?
6 A Yes, he is.
7 Q And what son is that?
8 A That's Donald Ray Crum.
9 Q And what kind of medicine does Donald practice?
10 A He's an emergency room physician.
11 Q Do you have any grandchildren?
12 A I have 11 grandchildren.
13 Q Do you have a close relationship with your sons,
14 sir?
15 A Yes, I do.
16 Q What are some of the things that you and your sons
17 do together?
18 A Well, we have a boat. We use that quite often,
19 we go chukar hunting and fishing when we're not working.
20 Q Do you work with your sons?
21 A Yes, I do.
22 Q How about relationship with your grandkids? Do
23 you see a lot of them?
24 A I see them a lot. Enjoy them very much. And they
25 stay in this house with me quite a bit.

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1 Q Could you please tell the jury your full name. 3
2 sir?
3 A My name is John E. Crum, C-r-u-m.
4 Q Mr. Crum, where do you live?
5 A I live in this home right here.
6 Q Where is that located, sir?
7 A The location is 1200 Chance Lane, Reno, Nevada.
8 Q And how long have you lived in this home here,
9 sir?
10 A I have lived here since 11/15 of '88.
11 Q '98, sir, you think?
12 A Of '88.
13 Q Sir, are you married?
14 A Yes, I am.
15 Q And what is your wife's name?
16 A Marilyn J. Crum.
17 Q Is she here with us today?
18 A She's here.
19 Q How long have you and Marilyn been married?
20 A We have been married for 53 years.
21 Q Do you and Marilyn have any kids?
22 A We do.
23 Q What are their names and their ages?
24 A They are John Dean Crum, age 38. And Robert Lee
25 Crum, he's 43. And Donald Ray Crum is 42.

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1 Q Do you have a special room in this house that is 5
2 used by your grandkids?
3 A Yes, I have three - I have two bedrooms that they
4 occupy.
5 Q Sir, you indicated a little earlier that you
6 worked with your sons. Are you still working?
7 A Yes, you bet.
8 Q And what business are you in?
9 A I'm in the building business, until I got this
10 mesothelioma.
11 Q Could you tell me a little bit about the building
12 business that you used to be in before you got sick?
13 A Well, we built houses like this one. This is the
14 last house we finished.
15 Q Now, when you say the building business, do you
16 mean that you hire contractors to build homes for you?
17 A No, we do all our own work, all our own work.
18 Q By "we", who else works with you?
19 A My sons, John Dean primarily. My oldest son has
20 another job with another company.
21 Q How many houses have you and John Dean built
22 together?
23 A Probably about 35 or 40.
24 Q And do you sell the houses that you build?
25 A No.

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1 Q Or do you rent them? 6
2 A Well, we keep the houses and rent them. We hold
3 on -- we build the house, we rent it.
4 Q You said that you built these houses yourself,
5 sir. What are the kinds of things that you and John Dean
6 did when you put these houses together?
7 A On this particular house here, we did everything
8 but the roofing, the drywall, and the carpeting.
9 Q You did the concrete work?
10 A We did the concrete work, we do the -- everything
11 in this house. Electrical, plumbing, the boiler work. We
12 do the entire job and we don't have any, we don't hire it
13 out. We don't let subcontracts.
14 Q Sir, I'm handing you what has been marked as
15 Exhibit Two. Can you tell me what that photograph shows?
16 A This is this house right here.
17 Q Is that the house that you built with John Dean?
18 A That's right, we did everything on this house but
19 the roofing, we do the stucco work. We do everything on
20 here but the roofing and the drywall.
21 Q Could you show Exhibit Two to the jury, please,
22 sir?
23 A (The witness complies.)
24 Q Sir, is this home something that you are proud of?
25 A I'm very proud of this home.

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1 know, find a good spot where we can catch one. 8
2 Q Do you go with the grandchildren fishing?
3 A We all go.
4 Q Okay, sir, I'm handing you Exhibit One. I ask
5 you if you can tell me what that is.
6 A Yeah, that's a family picture of -- that's the
7 grandkids, my daughter-in-law and my -- and my
8 daughter-in-law's parents are there. We are all a pretty
9 close group.
10 Q Sir, before you started having your current health
11 problems, how were you feeling?
12 A I was feeling great. I was feeling great up until
13 about the eighth month and I got this tightness feeling
14 across my chest and I went to the doctor. And my right lung
15 was full of this liquid. The lung was clear up at the top,
16 collapsed. The right lung was full of liquid. So, they
17 drew over two quarts of liquid off of it.
18 Q And before August of 1998, sir, had you ever had
19 any serious health problems?
20 A I was never sick. I had a hernia operation and
21 that's about it. That's the worst thing that I had ever
22 had. I had never been to the doctor.
23 Q Have you ever smoked cigarettes, sir?
24 A Never. Never smoked a cigarette in my life.
25 Q Sir, in August of 1998 when the doctor drained the

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1 Q Before you became ill, sir, did you and John Dean 7
2 have plans to build additional homes?
3 A Yes. We bought this piece of land right here and
4 there were five lots here and we have two houses built on
5 the property now. And our next step was to go right next
6 door and build another one just like this. We never build
7 two houses the same, but the same footage and all that
8 same quality that's in this house we were going to have next
9 door.
10 Q When you and John Dean are building houses
11 together, sir, how many hours a day would you work on
12 average?
13 A I would say we work about nine hours a day,
14 average. Some days we, if one of us are sick, why, we just
15 take off, you know. Take off a couple days, two or three
16 days if we want to. But usually it's the other way around.
17 we just keep going, you know. We work steady.
18 Q Sir, before your current problems, did you have
19 any plans to slow down?
20 A I never thought about slowing down.
21 Q What are some of the things that you and your
22 family do together when you are not building houses?
23 A Well, we go out in the boat. We have a bayliner
24 boat. And we go up to -- we go chukar hunting up near
25 Winnemucca. We go fishing when we get a chance to. You

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1 fluid off of your lungs, what did he tell you was the 9
2 probable diagnosis?
3 A Well, I have an incurable lung cancer called
4 mesothelioma. It wasn't in the lung. It was in the lung
5 cavity, on the outside of the lung.
6 Q And who was with you, sir, when your doctor told
7 you about your diagnosis?
8 A My son was with me and my doctor son, Don, and
9 John Dean was with me.
10 Q Did you and your sons and your doctor discuss
11 treatment options?
12 A Yes.
13 Q And what kind of treatment is available for your
14 mesothelioma?
15 A There is no treatment. They did the biopsy thing
16 and that was pretty serious. Then they just buttoned me up.
17 They have no treatment for this.
18 Q What do you understand to be your prognosis?
19 A Well, I won't be here in a few months.
20 Q Sir, are you experiencing any physical pain as a
21 result of your mesothelioma?
22 A It hurts bad.
23 Q Can you tell us where you are hurting?
24 A Well, from half my body, the right half to the
25 back, to the spine, around to right down there. This right

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there.

10

Q Are you taking anything for your pain?

A Oh, yeah. They've got the pain under control. If I didn't have these patches they put on me, they put these patches on and it's an opium patch. It makes it so I can't feel it, see. But I have side effects, see, from it.

Q Are you having any trouble breathing?

A I have a hard time breathing. I'm short of breath. If I walk 25 feet, I'm breathless.

Q Sir, in the last two weeks would you say that your condition has gotten better or gotten worse?

A I'm getting worse every day. Every day a little bit worse.

Q Today is Friday, sir. On Monday are you going to have any specialist come out and talk about your care needs?

A Yes, I'm going to have a group here in town that tend to people like me.

Q Is that hospice?

A Yes.

Q Sir, what is your understanding as to what caused your mesothelioma?

A They told me it's caused from asbestos only.

Q Have you been exposed to asbestos over your life, sir?

A Yes, I have been.

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1 Norco for about ten years and I decided I didn't like Chico
2 anymore and I wanted to move to Nevada. And so, I moved to
3 Nevada with Kaiser.

4 Q How were you contacted by Kaiser about this job
5 opportunity?

6 A Well, the Kaiser regional sales manager approached
7 me and asked me if I wanted to go to work for them.

8 Q So, what were your duties when you were moved to
9 Nevada and worked for Kaiser?

10 A I had northern California and Nevada, excluding
11 Las Vegas.

12 Q What kind of products did Kaiser Gypsum sell?

13 A They sold gypsum wall board, of course, all kinds,
14 all types of gypsum wall board. They had a line of drywall
15 accessories.

16 Q What are accessories, sir?

17 A Accessories are the items that finish the wall
18 board.

19 Q Could you tell us what some of them are?

20 A Like joint cement and they had all kinds of
21 textures. Textures for the wall, you know, and acoustic
22 ceilings. They had tape to tape the joints. And they had
23 adhesives for dual ply insulation. That was an accessory.

24 Q And you, in addition to selling Kaiser Gypsum
25 products, sir, in your region, did you have any

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1 responsibilities for demonstrating the use of those
2 products?

3 A Yes, we had a school up in Seattle to teach the
4 salesmen how to demonstrate these products, how to finish
5 the wall board and so on. And I often did this out in the
6 field. I had drywall contractors here in town have
7 apprentices start, you know. And they want a little bit of
8 help. So, we gave them what they wanted.

9 Q And was the process that you would use to apply
10 Kaiser Gypsum drywall compound similar to the process that
11 you just described earlier with respect to United States
12 Gypsum?

13 A Yes, all drywall is finished the same.

14 Q And did you have any responsibilities to inspect
15 major jobs that, where you were supplying product?

16 A Absolutely.

17 Q Why was that?

18 A Well, because sometimes the company puts out a
19 wall board that -- they have cockles on the back and they
20 would have, when the finishing was started, the blistering
21 took place, over-calcined wall board. So, they want
22 compensation when the wall board doesn't work perfect, the
23 customer wants to be compensated for it.

24 Q Beyond kind of trouble shooting, sir, did you have
25 a more positive reason to go visit some of your job sites?

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Q Mr. Crum, in 1964 did you go to work for Kaiser
Gypsum Company?

A Yes, I did.

Q How was it that you came to work for Kaiser Gypsum
Company?

A Well, I was living in Chico. I had worked for

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Pages 30 - 33

VIDEO DEPOSITION OF JOHN E. CRUM 11/6/98

34

1 A Yes. One of the main reasons was to keep on top
2 of the job and not let some competitor get in on and out
3 sell you. Get the next load, in other words.
4 Q When you were regional sales manager for Kaiser
5 Gypsum, sir, did you sell for home construction or
6 commercial construction or both?
7 A We sold both. I had tract jobs. I had the Circus
8 Circus Hotel down here.
9 Q I'll ask about specific job sites in a minute.
10 sir. But before I do that, what were some of your major
11 customers when you were sales manager for Kaiser Gypsum?
12 A Well, Solari was one of my main customers. Of
13 course, he's no longer around. I had Adas Drywall. I had
14 numerous smaller drywall contractors. Solari was probably
15 the biggest drywall contractor that I sold.
16 Q Sir, are you familiar with a product called
17 K-Spray?
18 A Of course.
19 Q What is K-Spray, sir?
20 A It's an acoustic spray. It's fallen from --
21 people don't desire it anymore. They usually go for
22 finished like this, smooth wall.
23 Q Did you sell --
24 A Textured ceiling.
25 Q Did you sell K-spray while you were sales manager

SIERRA NEVADA REPORTERS (702)329-6560

35

1 for Kaiser Gypsum?
2 A Yes.
3 Q What kind of buildings would K-Spray typically be
4 used in?
5 A Oh, that's strictly for home construction, you
6 know. And the reason is that they can finish the job
7 cheaper. You know, they don't have to spend the time
8 sanding the ceiling to get it smooth. If you have a job
9 like this and you don't want to spend so much time on it,
10 just do a rough job, you can cover it up with K-spray.
11 Q How does K-Spray come packaged, sir?
12 A It comes in a bag. It comes in, I believe it's a
13 50-pound bag. They put it in a hopper and mix it up. And
14 that's a dusty job, too.
15 Q Why is it dusty, sir?
16 A Well, because it's a powder. They put it in the
17 spray rig and mix it up. They mix it up and they shoot it
18 on the ceiling.
19 Q Sir, do you recall any of the job sites where you
20 supplied K-Spray while you were working for Kaiser Gypsum?
21 A Oh, yes. Lewis Homes out here, I had Lewis Homes
22 for years.
23 Q Any other entities besides Lewis Homes?
24 A Well, we had Barker. We had so many jobs.
25 Q I am going to ask you now some questions about

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36

1 some of the commercial sites you worked on. My first
2 question to you, sir, is, was there a lot of hotel
3 construction in Reno in the late '60s and early '70s?
4 A Not too much.
5 Q When did the --
6 A We had Harrah's and we had the Circus Circus. The
7 first Circus Circus. Had the Ponderosa on South Virginia,
8 Ponderosa Hotel.
9 But the hotel, the hotel construction has
10 blossomed since those days.
11 Q Okay. I want to try to first of all determine
12 some of your work on some of these construction sites. Was
13 there a reason for you to go on a construction site before
14 the drywall was put on?
15 A Yes.
16 Q Why was that, sir?
17 A To make sure that I got my wall board on there.
18 If you hang out in the house and don't get out on the job
19 sites to find out, well, what's the drywall contractor going
20 to do on this job? He might order a competitor's product.
21 Q Are you familiar with a process called
22 fireproofing?
23 A Oh, yes.
24 Q Can you describe for the jury what fireproofing
25 is?

SIERRA NEVADA REPORTERS (702)329-6560

37

1 A Yeah, that's a material, probably the most --
2 probably the best known one is Zonelite. It has to be
3 sprayed on all these steel buildings before any covering
4 goes on the wall.
5 Q Why is that, sir?
6 A Well, because if a major fire starts in there, it
7 melts the steel and down comes the building.
8 Q And --
9 A So, they put it on there. They spray it on there
10 just like they do wall texture. They mix it up in a big vat
11 and they run the hose up in the building and they spray
12 every square inch of steel, steel frame that is.
13 Q Have you worked on buildings where Zonelite was
14 being sprayed?
15 A Yes, I have been on them. It's a messy, it's a
16 messy thing.
17 Q I want to now ask you some questions. After the
18 fireproofing goes on, what is the next step in terms of your
19 work as a sales representative for Kaiser Gypsum?
20 A Next step for me is, as soon as it's cleaned up,
21 then they are going to start stocking, they are going to
22 start putting the metal on and then the wall board is going
23 to go on there. You better be there and find out whose
24 material is going where.
25 Q I'm going to ask you now if you can recall the

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38

1 hotels in Reno and Carson City and Lake Tahoe where you sold
2 Kaiser Gypsum joint compound?
3 A Okay. On Harvey's wagon wheel, on Harvey's wagon
4 wheel. In Reno was Harrah's, Harrah's first phase. And
5 then Circus Circus first phase. And Ponderosa, that wasn't
6 too large a job. Small hotel.
7 That's about it.
8 Q Could you tell me whether or not you sold Kaiser
9 Gypsum joint compound on the MGM Grand?
10 MR. PETTY: Object to form, leading.
11 A On the MGM Grand? I sold 50 percent of the wall
12 board and I can't recall how much drywall accessories we
13 sold there.
14 Q Are you familiar with a hotel in Carson City
15 called the Ormsby House?
16 MR. PETTY: Same objection.
17 A The Ormsby House? Yes. And Solari had that job.
18 Solari was buying from me.
19 Q Did Mr. Solari --
20 A He bought Kaiser.
21 Q Did Mr. -- do you know whether Mr. Solari
22 bought -- what products did Mr. Solari buy from you on the
23 Ormsby House project?
24 A He bought joint cement, joint cement and spray
25 texture. And that's it, I think. Tape, tape, he bought

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40

1 haven't seen these before the deposition?
2 MR. BERGMAN: Just got them today, Counsel, or
3 yesterday.
4 MR. PETTY: Other than the fact I was here 45
5 minutes before the deposition.
6 BY MR. BERGMAN:
7 Q Mr. Crum, in 1972 on account of your efforts, did
8 you receive any awards?
9 A Yes, I did.
10 Q What award was that, sir?
11 A I was salesman of the year.
12 Q Was that a proud time for you, sir?
13 A Pretty, it was a pretty good time.
14 Q Could you hand me Exhibit 11?
15 A Yeah, that's it.
16 Q What is that, sir?
17 A That's the salesman of the year award.
18 Q When you received your salesman of the year award,
19 sir, was there a ceremony associated with that honor?
20 A Yeah, we had a big dinner in Oakland.
21 Q Who was present at that dinner, sir?
22 A The C.E.O. the company was there.
23 Q Who was the C.E.O.?
24 A The gentleman right there.
25 MR. PETTY: What is this, Mr. Bergman?

SIERRA NEVADA REPORTERS (702)329-6560

39

1 tape.
2 Q Sir, from your testimony it sounds like you sold
3 an awful lot of Kaiser Gypsum products.
4 MR. PETTY: Object to the form of the question.
5 Leading.
6 A I did. I sold a lot of wall board and product.
7 Q Did you receive any recognition from your company
8 for your sales efforts?
9 A Yeah. Yes, I did.
10 Q Handing you what has been marked as Exhibit Seven,
11 is this one of the --
12 A Yeah, that's one.
13 Q And in March 1965, did you receive another
14 commendation?
15 A Yes, that's another one.
16 Q Was 1972 a good year for you as a Kaiser Gypsum
17 sales representative?
18 A Very, pretty good year.
19 Q Handing you what has been marked as Exhibit Nine,
20 is that the commendation that you received?
21 A Yes, absolutely.
22 Q And Exhibit Ten, is that also a commendation you
23 received in 1972?
24 A You bet.
25 MR. PETTY: Counsel, is there any reason we

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41

1 MR. BERGMAN: That is Exhibit 12.
2 Q Who is the individual in the blue suit standing
3 next to you, sir?
4 A That was Mr. Costa.
5 Q What was his role in Kaiser Gypsum?
6 A He was chief executive officer of Kaiser.
7 Q Mr. Crum, in 1972 did you sell a small amount or a
8 large amount of Kaiser Gypsum joint compound?
9 A I would say my volume was fairly large.
10 Q How many, can you give us some idea of how much
11 Kaiser Gypsum joint compound you sold in 1972?
12 A No, I couldn't guess even without -- it tells in
13 one of these letters, here.
14 Q Between 1972 and say 1975, sir, did you continue
15 to sell Kaiser Gypsum joint compound?
16 A Absolutely, as much as I could.
17 Q How many bags would you estimate you sold during
18 that time period?
19 A Oh, that's a difficult question. I would say
20 10,000 bags maybe.
21 Q Sir, I'm handing you what has been marked as
22 Exhibit 13 which are Kaiser Gypsum's answers to
23 interrogatories in another case. I would ask you, sir, to
24 read the response to that interrogatory.
25 A All right. It says here, "beginning in 1972

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02/12/01 16:26 KMSA → 14104482368

VIDEO DEPOSITION OF JOHN E. CRUM 11/6/98

44

1 Kaiser Gypsum affixed caution labels to the packages and⁴²
 2 containers of its asbestos containing products. The warning
 3 label as prescribed by OSHA read: Caution, contains
 4 asbestos fibers. Avoid creating dust. Breathing asbestos
 5 dust may cause serious bodily injury."

6 Q Sir, did you ever see a warning in 1972 on any bag
 7 of Kaiser Gypsum joint compound?

8 A Never saw, I never saw a thing like that at all on
 9 any bag.

10 Q How about in 1973, sir? Did you ever see any
 11 warnings on any Kaiser Gypsum bags -

12 A No, I never have seen a warning like that.

13 Q How about in 1974?

14 A No, I never seen one.

15 Q How about in 1975?

16 A Never.

17 Q Sir, I'm handing you Exhibit 14. Have you ever
 18 seen a warning such as that depicted in Exhibit 14 prior to
 19 today?

20 A Never saw a thing like that before in my life.

21 Q Sir, did you ever receive any oral notification
 22 from anybody at Kaiser Gypsum -

23 A No.

24 Q - that asbestos containing joint compounds had
 25 asbestos in them?

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1 A These are, these are my friends.

2 Q Sir, who is does it make you feel today to know
 3 that Kaiser Gypsum joint compound had asbestos in it?

4 A Well, it's bad. If it causes this, it's bad.

5 Q I want to ask you a few more questions, sir, about
 6 your mesothelioma. Can you describe for us, I think you've
 7 described to us some of the physical symptoms you've
 8 experienced as a result of your illness. How about some of
 9 the emotion and spiritual symptoms that you have had?

10 A They are deep. They are deep. I don't know what
 11 I can tell you, but this is going to kill me.

12 MR. BERGMAN: That's all the questions I have.

13 THE WITNESS: That's hard to take.

14 MR. BERGMAN: That's all I have at the present
 15 time. Thank you.

16 MR. PETTY: Let's go off the record.

17 (There was a discussion off the record.)

18 (The deposition concluded at 11:10 a.m.)
 19
 20
 21
 22
 23
 24
 25

SIERRA NEVADA REPORTERS (702)329-6560

45

1 A No, I never have.

2 Q Did you ever receive any oral warnings or oral
 3 notification from anybody at Kaiser Gypsum that -

4 A No.

5 Q - that breathing asbestos from the joint compound
 6 could be dangerous?

7 A No, I never did. I never did see a label like
 8 that at all on any product.

9 Q Sir, did you value your relationship with your
 10 customers?

11 A Absolutely.

12 Q Did you communicate product information to your
 13 customers?

14 A Yes, I did, everything I could. Part of my job.

15 Q Did you ever have an opportunity to tell your
 16 customers that the Kaiser Gypsum joint compound you were
 17 selling them was hazardous to their health?

18 A Never. I never did that. I never knew anything
 19 about this. Never saw it.

20 Q As a sales representative, would it have been your
 21 responsibility to -

22 A I should have known that. If I saw it, I should
 23 have told my customer. And I wouldn't have sold him the
 24 product.

25 Q How does -

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I, JOHN E. CRUM, do hereby swear
 or affirm under penalty of perjury that the assertions
 and/or answers of this affidavit/deposition are true.

DATED at Reno, Nevada, this _____ day of
 _____, 1998.

JOHN E. CRUM

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SIERRA NEVADA REPORTERS (702) 329-6560

Pages 42 - 45

IN THE SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

SYLVIN W. PICKNER and EVELYN I. PICKNER, a married couple,
Plaintiffs,
v.
OWENS CORNING, et al.,
Defendant.

No. 98-2-09390-1 SEA

KAISER GYPSUM COMPANY, INC.'S
RESPONSES TO PLAINTIFFS' FIRST SET
OF INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

PROPOUNDING PARTY: SYLVIN W. PICKNER and EVELYN I. PICKNER
RESPONDING PARTY: KAISER GYPSUM COMPANY, INC.

PRELIMINARY STATEMENT

No single person associated with Kaiser Gypsum has the knowledge necessary to supply every answer to these interrogatories and request for production, and a number of individuals who might have had personal knowledge of the matters addressed by these interrogatories are either deceased or no longer employees of Kaiser Gypsum.

KAISER GYPSUM COMPANY, INC.'S RESPONSES
TO PLAINTIFFS' FIRST SET OF
INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS - 1

ORIGINAL

Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100
Mail Address: P.O. Box 21926
Seattle, WA 98101

KAISEL GYPSUM COMPANY, I. C.

11529
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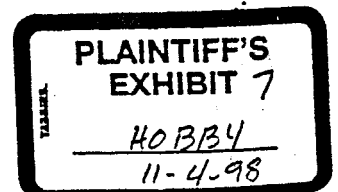
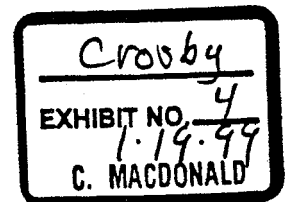
INTER-OFFICE MEMORANDUM

TO	R.L. Allgood	W.L. Traub	DATE	March 1, 1965
	C.E. Caprye	J.H. Walton		
	J.D. Cassidy	R.J. Wiborn	FROM	L.R. Flicker
	J.D. Chambers	S.R. Witt	AT	KC 2482
	N.D. Dicks			
COPIES TO	D.H. Homan	cc: P.J. Franklin		
	J.F. Modaff	G.B. Kirk	SUBJECT	Health Hazards
	P.D. Orleman	J.C. Reilly		
		F.H. Schepers		

The attached material has been received from the Gypsum Association and is presented for your information.

In connection with protection against asbestos dust, it is advised to use a respirator with a filter especially designed for asbestos dust.

LRF:sb



PLTF 0502

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ASBESTOS IS POINTED OUT
AS CAUSE OF LUNG CANCER

by

Alton Blakeslee
AP Science Writer

NEW YORK (AP) -- Medical specialists pointed a strong finger of suspicion today at asbestos as a cause not only of lung cancer but also of another extremely rare form of fatal human cancer.

This cancer, known as mesothelioma, involves the lining of the abdominal and chest cavities.

Much of the specialists' evidence comes from autopsy studies of men working with asbestos as an insulation material.

They said it also is possible that dust from products containing asbestos might be exposing people generally to some risk of cancers. How much risk there might be, they said, they could not tell.

Release Dust

Asbestos is used not only for insulation but as a flooring material, in automobile brake shoes, and in many other applications. Ordinary wear and tear, they said, might release dust into the atmosphere.

The report was presented to the American Public Health Association by Drs. Irving J. Selikoff and Jacob Churg of the Mount Sinai Hospital, New York, and E. Cuyler Hammond, Sc.D., director of statistical research for the American Cancer Society. Dr. Hammond is known for his studies of cigarette smoking in relationship to lung cancer.

Asbestos is a mineral, magnesium silicate, and about 3 1/2 million tons of it are used worldwide each year, they said. In 1935, worldwide usage amounted to about 500 tons, the researchers said.

Many, hard particles of asbestos can lodge in the lungs during mining, processing and application of asbestos-containing materials, or possibly from dust raised through normal wear, they said.

"We had previously found that lung cancer and possibly gastrointestinal cancer were markedly increased in incidence among asbestos insulation workers," they said.

Increase Noted

Now they also find a markedly high increase among such workers of mesothelioma, a cancer so rare it is not classed separately as a cause of death in the international classification of diseases.

As a prime example, they reported finding 10 deaths due to this form of cancer in a study of 307 deaths among New York and New Jersey building trades union members engaged in using asbestos at least occasionally as an insulation material.

By contrast, this form of cancer was found to be the cause of death among only three out of more than 30,000 autopsies in a study of the general population sponsored by the American Cancer Society.

Other Studies

Other studies showed a high incidence not only of lung cancer but mesotheliomas among persons who had asbestos particles in their lungs at the time of their deaths, they said.

"It would appear that mesothelioma must be added to the neoplastic (cancer) risks of asbestos inhalation and joins lung cancer (53 out of 307 deaths) and probably cancer of the stomach and colon (34 of 307 deaths) as a significant complication of such industrial exposure in the United States," their report said.

The cancers may not appear until 20 to 30 years after asbestos dust is inhaled or swallowed, they said. Since the particles do not dissolve, they may remain in body tissue as a continuous source that might incite ultimate cancer.

Dr. Hammond said one worry is whether a few or even a single past exposure might set the stage for cancer. He said this is a matter calling for more research.

Taking precautions to avoid breathing in asbestos dust is a main protection for industrial workers, he and Dr. Selikoff said.

Make a



of this

11:
DEF
K

No. 142

TO: All Safety Supervisors

From: L. R. Flicker

Copies: P. J. Franklin
J. M. Garoutte
E. H. Schaper
J. I. Walker

Date: March 29, 1966

SEASONAL REMINDERS

ASBESTOS

Recent studies by medical authorities tend to show some possible connection between inhalation of asbestos dust and cancer. Be certain that all persons who work in the vicinity of asbestos are wearing a proper respirator approved by the U. S. Bureau of Mines for asbestos dust.

FILMS ON BACK STRAIN

A new film, "Oh, My Aching Back" has been produced by the U. S. Bureau of Mines. It can be rented free by writing the Bureau at 488 Forbes Ave., Pittsburgh, Penna.

WIRE ROPE SURVEY

A first quarter report on your wire rope survey is due in the office of the Safety Director not later than April 15.

SAFETY EMPHASIS PROGRAM

Your report on the first quarter Safety Emphasis program at your plant is due in the office of the Safety Director not later than April 20.

WELDERS CLOTHING

This is very much a "Hot" subject in more ways than one. Recent surveys show that our welders and burners are still wearing flammable clothing. Why wait until a man is burned to death to correct this hazard?

PLAINTIFF'S
EXHIBIT 8

HOB34

PLTF 0434

HAZARDS OF SCALDING WATER

Three men were severely burned when showered by scalding water during a plant operation to clean out a stopped drain. The temperature of the water was known but correction of exposure by the wearing of protective clothing etc. was not taken. Next time your men do a job where there is any possibility of burns from hot water be certain and take ALL precautions necessary.

VISUAL EDUCATION

As a part of the continual effort of Safety Training and Education, the Safety Director is developing a series of colored slides and script covering safety subjects, taken and applicable to our operations. The first set on eye injuries is now ready for your use. We also have slides on lift trucks, lifting and lockouts -- all yours for use upon your request to the Safety Director.

###

RAW MATERIAL BILL IN
DRYWALL ACCESSORY
PRODUCTS

ASBESTOS
7RF10

LETIN NO: RM-J045
DATE: 6/20/72
PAGE: 1 of 1

APPROVALS:

CANCELS: RM-J045
DATE: 12/4/69

USES:

Joint and Finish Compounds, Texture Paints

APPROVED SOURCE:

Philip Carey

ALTERNATE SOURCE *:

Johns-Manville

SPECIFICATIONS:

1. Mixing Water Requirement 480 to 550
2. Free moisture (200°F) 2.0%
3. Color Light Gray
4. Grit 0.05% maximum. All passing 80 mesh screen
5. Calcium carbonate (CO₂ method) 1.0% maximum
6. Canadian screen 0.0-0.0-0.0-16.0
7. pH (10% dispersion) 7-8
8. Wet bulking 250-350

PLAINTIFF
EXHIBIT

H0BBY
11-4-98

The following information is for Kaiser Gypsum Company personnel only:

Testing Schedule: Take a minimum of one 1/2 pound sample from each pallet in shipment, with a maximum of 20 samples. Test two random samples for grit and wet bulking. Test 10 samples for mixing water requirements. Retain a representative sample from each shipment for one year.

SAFETY: Employees should wear respirators when handling, weighing and batching asbestos.

* Use Alternate Source in emergency only due to color. For regular use, Alternate Source must be rechecked by Research and "approved."

PLTF 0216

RAW MATERIAL BUILDING
DRYWALL ACCESSORY
PRODUCTS

ASBESTOS
7RF9

LETIN NO: RM-J046
DATE: 6/20/72
PAGE: 1 of 1

APPROVALS:

[Signature]

CANCELS: RM-J046
DATE: 12/9/69

USES:

Joint and Finish Compounds, Texture Paints

APPROVED SOURCE:

Philip Carey

ALTERNATE SOURCE *:

Johns-Manville

SPECIFICATIONS:

- | | |
|---|---|
| 1. Mixing Water Requirement | 450 to 550 |
| 2. Free moisture (200°F) | 2.0% |
| 3. Color | Light Gray |
| 4. Grit | 0.05% maximum. All passing 80 mesh screen |
| 5. Calcium carbonate (CO ₂ method) | 1.0% maximum |
| 6. Canadian screen | 0.0-0.0-0.0-16.0 |
| 7. pH (10% dispersion) | 7-8 |
| 8. Wet bulking | 200-300 |

The following information is for Kaiser Gypsum Company personnel only:

Testing Schedule: Take a minimum of one 1/2 pound sample from each pallet in shipment, with a maximum of 20 samples. Test two random samples for grit and wet bulking. Test 10 samples for mixing water requirements. Retain a representative sample from each shipment for one year.

SAFETY: Employees should wear respirators when handling, weighing and batching asbestos.

* Use Alternate Source in emergency only due to color. For regular use, Alternate Source must be rechecked by Research and "approved."

PLTF 0217

RAW MATERIAL & METAL
DRYWALL ACCESSORY
PRODUCTS

ASBESTOS
SG 210

BULLETIN NO: RMJ-047
DATE: 6/20/72
PAGE: 1 of 1

APPROVALS:

CANCELS: RM-J2D
DATE: 9/15/69

APPROVED SOURCES:

Union Carbide
(SG-210)

SPECIFICATIONS:

1. Magnetite (%) 2.5 maximum
2. Reflectance, G. E. Photovolt (%) 68.0 minimum
3. Dry Bulk Density, lbs/cu.ft. 5-6
4. Wet Screen, Retain on
80 mesh (%) 0.8 maximum
325 mesh 15.0 maximum

WARNING

Employees should wear respirators when handling, weighing and batching asbestos.

RAW MATERIAL BULLETIN
DRYWALL ACCESSORY
PRODUCTS

ASBESTOS
7TF1

BULLETIN NO: RM-J050
DATE: 6/20/72
PAGE: 1 of 1

APPROVALS:

by K. J. [Signature]

CANCELS:

DATE:

RM-J050

1/26/71

USES:

Joint and Finish Compounds, Texture Paints

APPROVED SOURCE:

Philip Carey

ALTERNATE SOURCE *:

Johns-Manville

SPECIFICATIONS:

1. Mixing Water Requirement 330 to 370
2. Free moisture (200°F) 2.0% maximum
3. Color Light Gray
4. Grit 0.05% maximum. All passing 80 mesh screen
5. Calcium carbonate (CO₂ method) 1.0% maximum
6. Canadian screen 0.0-0.0-0.0-16.0
7. pH (10% dispersion) 7.5-8.5
8. Wet bulking 100-130

The following information is for Kaiser Gypsum Company personnel only:

Testing Schedule: Take a minimum of one 1/2 pound sample from each pallet in shipment, with a maximum of 20 samples. Test two random samples for grit and wet bulking. Test 10 samples for mixing water requirements. Retain a representative sample from each shipment for one year.

SAFETY: Employees should wear respirators when handling, weighing and batching asbestos

* Use Alternate Source in emergency only due to color. For regular use, Alternate Source must be rechecked by Research and "approved."

PLTF 0219

KA. ER GYPSUM COMPANY INC. DA-11-047

INTER-OFFICE MEMORANDUM

TO H. C. Dupuis
AT KC 2458

DATE 5 November 1971

[Signature]

COPIES TO H. L. Weightman
T. V. Smith

FROM A. F. Raffaelli
AT Antioch

SUBJECT ASBESTOS FIBER

The attached recap shows the type of asbestos and amount used in our Accessory products, ranging from a low of 1% to about 10%. This asbestos fiber is a basic part of each product to provide reinforcement and resistance to cracking of the material on drying. In addition, the asbestos controls other product performance such as mixing water, coverage, and application qualities.

If Legislation banning the use of asbestos fiber is restricted to construction products that are spray-applied, our accessory products affected will be K-Spray, Watl Texture, Radiant Heat Compound (Santa Ana) and Radiant Heat Surfacing Compound. All of these formulas require some fibrous raw material for effective job performance. The Walltex formulas use a very short fibered asbestos, while the other three products use a longer fiber (7D and 3Z grades). A substitute raw material may be available, such as cotton fiber, which will replace the long fibered asbestos with no loss in the product quality and performance.

If asbestos fiber is banned from all of our accessory products, we will be faced with a more difficult problem of substitution or reformulation. The Wall Texture and all of the joint and finish compounds use a short fiber asbestos. In one product (Topping Compound) we have reduced the fiber percentage to less than 1%, but we do not have any experience on product development with no asbestos fiber.

/c

Attachment

PLAINTIFF'S
EXHIBIT

H01334

11-4-98

INTER-OFFICE MEMORANDUM

1161
CT. 1. Special
JEF:DOC
G. H. L. R. 13
Lund 10/10 W. H. R. 23

G. B. Kirk
1145 KB

DATE September 28, 1972

FROM J. E. Toomey
2641 KB

COPIES TO

J. W. Blewett - 2459
R. C. Crowle - 2447
H. C. Dupuis - 2458
P. J. Franklin - 2451 J. K. Parker - 2649
C. R. Grimme - 2470 E. N. Reddick - 2659
G. M. Perry - 2657
F. W. Schaper - 2451
J. H. Walton - 1586

SUBJECT

Asbestos - Labeling Kaiser Cement Products

This memorandum deals with the labeling of the packages of Kaiser Gypsum Company, Inc., for its various gypsum products containing asbestos or other materials, that some sources have alleged to be injurious to health, and is written at the request of Jim Parker.

It is my recommendation that Kaiser Gypsum not apply caution or warning labels to any of its packages, except those containing asbestos, and as to them, caution labels should be applied to each package, which labels are to be printed in letters of sufficient size and contrast as to be readily visible and legible. The labels shall state:

CAUTION
Contains Asbestos Fibers
Avoid Creating Dust
Breathing Asbestos Dust May Cause
Serious Bodily Harm

Immediately below the label but not necessarily in lettering of the same size, insert "Above label is in compliance with Federal Regulations relating to Occupational, Safety, and Health Standards, 29 CFR 1910.93a."

The reason for using the foregoing label only for asbestos-containing products is that they are the only gypsum products which Federal laws, at this time, require to be marked. The regulation went into effect July 7, 1972. Therefore, every effort should be made to immediately comply with it. The label should be applied by stencil, stamps, stickers, or whatever may be the most convenient means for prompt compliance.

It is recommended that no reference be made, or warning given, as to the effect of any other material marketed by Kaiser Gypsum or treatment given its products, such as mixing or

PLAINTIFF'S
EXHIBIT 13

140 B34

11-11-90

PLTF 0302

sanding, because there are no existing Federal or State laws or regulations which require them* and there appears to be considerable confusion and disagreement as to their need, or whether or not any harmful effects result from such other material. Therefore, at this stage, to volunteer instructions may give rise to inferences, implications, constructions, the correctness of which is now in doubt, and the effect of which may be to add further to the confusion.

This memorandum does not deal with the use and handling of asbestos and other materials in gypsum manufacturing operations in our plants since our Safety, Medical, and IR organizations are involved with these matters.

JET:jh

* The above is based on a comprehensive investigation which Ernie and I have made. However, there is a proliferation of laws, rules, regulations, etc., issuing from governmental bodies at this time dealing with potentially harmful substances and the like. Therefore, if any of you now know, or later learn, of any requirement for applying warning or caution labels to our products, please advise me or Ernie Reddick.

KAISER GYPSUM COMPANY, INC.

CONFIDENTIAL

INTER-OFFICE MEMORANDUM

115
DEF
K
CNTO G. B. Kirk
AT Oakland

DATE March 1, 1974

COPIES TO J. W. Blewett (via GBK)
T. Y. Smith
H. L. Weightman
A. F. RaffaeliniFROM J. S. Sheahan
AT Antioch R & DSUBJECT DUST FROM JOINT COMPOUND JOB OPERATIONS

FL 4.1.0

00022

We have received a group of three reports from the Gypsum Association covering amounts of asbestos and siliceous dusts generated during mixing and sanding of joint compounds on typical jobs.

The overall summary by the testing agency states, "There was evidence of exposure of workers to airborne concentrations of asbestos and both total and respirable siliceous dust in excess of acceptable limits as established by OSHA. Because of the high concentrations of total dust generated during the mixing and sanding activities, it is clear that control of the total dust problem would provide an inherent control of the associated asbestos and silica problems as well."

The first report deals with dry and premix products from the other five major gypsum companies, with KGC materials not included. The dust samples collected were so heavy that reliable tests for asbestos could not be made, and only siliceous dust values are reported.

The second report covers a recheck using dry and premix products from two of the above companies on siliceous dust values.

The third report covers asbestos dust from the products used for the second report.

A summary of the test data is attached. Also attached is a summary of our own tests on our own products.

ACTION REQUIRED:

- 1) Review and recommendation as to whether asbestos warning labels may legitimately be removed from our premix products. The law states that "no label is required where asbestos fibers have been modified by a bonding agent, coating, binder or other material so that during any reasonably foreseeable use, no airborne concentrations of asbestos fibers in excess of the prescribed exposure limits will be released." Our company is the only major company carrying the asbestos warning on its premix and it is costing us business.
- 2) Recommendation as to company's position on what is next step to be taken by the Gypsum Association Study Committee on this project. That committee is already on record in favor of placing the asbestos warning and a dust warning on all bags and pails of joint compound.

JSS/sc
AttachmentPLAINTIFF'S
EXHIBIT 16

H01334

11-4-98

PLTF 0495

SUMMARY OF GYPSUM ASSOCIATION REPORTS

FIRST REPORT

September 1973 tests - Siliceous Dusts (asbestos dust data not reliable)

Mixing of 5 dry powder joint compounds (not including Kaiser)

Worker exposure (breathing zone):

8 hr TWA
OSHA Limit **

Total dust - 8.9 to 21.6 mg/cu m

*

Respirable dust - 1.3 to 9.1 mg/cu m

*

General area exposure:

Total dust - 10.8 to 34.0 mg/cu m

3.1 to 9.7

Respirable dust - 0.8 to 2.6 mg/cu m

*

Sanding of joints from 5 dry powders and 5 premixes

Worker exposure (breathing zone):

Total dust - 72.5 to 244.4 mg/cu m

2.4 to 15.0

Respirable dust - 1.5 to 5.6 mg/cu m

*

General area exposure:

Total dust - 27.7 to 136.7 mg/cu m

4.0 to 15.0

Respirable dust - 4.4 to 23.0 mg/cu m

0.7 to 5.0

* not calculable because samples too small to analyze for free silica content needed for the calculation. Respirable dusts are specific size fractions of the total dust.

** The OSHA limit amounts vary because they are dependent on the amount of silica present.

NOTES:

- 1) There was no significant difference among dust levels generated by sanding joints which used dry powder compounds versus those which used premix compounds.
- 2) No one manufacturer's product was significantly closer to complying with OSHA limits than were the others.
- 3) It is said that the individual worker is unlikely to have more than 2 hrs. direct exposure to mixing or sanding each workday.

SUMMARY OF GYPSUM ASSOCIATION REPORTS

SECOND REPORT

November 1973 tests - Siliceous Dusts

Mixing of two dry powder joint compounds

Worker exposure (breathing zone):

8 hr TWA
OSHA Limit **

Total dust - 11.7 and 33.8 mg/cu m

*

Respirable dust - <8.5 and 6.9 mg/cu m

*

General area exposure:

Total dust - 121.6 and 98.3 mg/cu m

6.7 and 5.4

Respirable dust - 13.8 and 12.2 mg/cu m

1.3 and *

Sanding of joints from 2 dry powders

Worker exposure (breathing zone):

Total dust - 109.5 and 196.3 mg/cu m

8.8 and 5.0

Respirable dust - 3.3 and 2.0 mg/cu m

*

General area exposure:

Total dust - 96.4 and 76.5 mg/cu m

8.3 and 4.0

Respirable dust - 14.6 and 7.6 mg/cu m

3.3 and 1.9

Sanding of joints from 2 premixes

Worker exposure (breathing zone):

Total dust - 69.2 and 87.3 mg/cu m

9.4 and 10.0

Respirable dust - 3.9 and 6.4 mg/cu m

*

General area exposure:

Total dust - 54.9 and 91.3 mg/cu m

5.6 and 1.5

Respirable dust - 4.9 and 7.9

* and 3.1

* Not calculable because samples too small to analyze for free silica content needed for the calculation.

** The OSHA limit amounts vary because they are dependent on the amount of silica present.

NOTE: 1) It is said that the individual worker is unlikely to have more than 2 hrs. direct exposure to mixing or sanding each workday.

CONFIDENTIAL

SUMMARY OF GYPSUM ASSOCIATION REPORTS

THIRD REPORT

November 1973 tests - Asbestos Dust (fibers longer than 5 micrometers)

OSHA Standard - continuous exposure	5 fibers/cc
OSHA Standard - peak exposure	10 fibers/cc

Worker exposure (breathing zone):

Mixing: 1st dry compound		31.4 fibers/cc
2nd dry compound		7.6 fibers/cc
Sanding:	<u>10 min. samples</u>	<u>30 min. samples</u>
	avg	aliquoted & redeposited
1st dry compound	---	39.4 fibers/cc
2nd dry compound	4.4 fibers/cc	14.8
1st premix	4.2	11.1
2nd premix	10.8	9.7

6 of 13 sanding tests (10 min. samples) indicated concentrations in excess of 5 fibers.

2 of 13 sanding tests (10 min. samples) indicated concentrations in excess of 10 fibers.

NOTE:

- 1) It is said that the individual worker is unlikely to have more than 2 hrs. direct exposure to mixing or sanding each workday.

RESULTS OF TEST WITH KCC COMPOUNDS BY UNION CARBIDE

Asbestos Dust (fibers longer than 5 micrometers)

Worker exposure (breathing zone):	fibers/cc
Mixing joint compound with drill mixer	54.6
Mixing finishing compound with potato masher	66.5
Sanding joint done with Premix Topping	4.3
Sanding joint done with Premix Dual Purpose	1.1
Sanding joint done with Finishing Compound	2.8

NOTE:

Since in no case the sampling time was longer than 2 minutes, these data should be used only as general guides to indicate gross relative differences.

1 PATTERSON, S. HUBERT, JR.
2 KAREN MARCUS, ESQ.
3 KINCAID, GIANUNZIO, CAUDLE & HUBERT
4 A Professional Corporation
5 200 Webster Street, Suite 200
6 P.O. Box 1828
7 Oakland, California 94604-0828
8 (415) 465-5212

RECEIVED AUG 31 1987

Attorneys for Defendant
KAISER GYPSUM COMPANY, INC.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

IN RE: SHIPYARD AND APPLICATOR
ASBESTOS CASES (CONSOLIDATED
FOR DISCOVERY)

NO: 537868-7

KAISER GYPSUM COMPANY,
INC.'S ANSWERS TO
PLAINTIFF'S FIRST SET
OF INTERROGATORIES

PROPOUNDING PARTY : Plaintiffs
RESPONDING PARTY : Defendant KAISER GYPSUM COMPANY, INC.
SET NUMBER : ONE
DATE : July 31, 1987

GENERAL OBJECTIONS

The following general objections are intended to apply to each and every interrogatory and informal production request contained herein, and these general objections are hereby incorporated by reference into each of the interrogatory answers and production request responses hereinafter contained which are offered in the spirit of discovery, and without waiving these general objections or any specific objections contained hereinafter. KAISER GYPSUM COMPANY, INC. ("KAISER GYPSUM") objects to plaintiff's definitions and instructions and interrogatories in their entirety on the grounds that they are overbroad, burdensome, harassing and oppressive. Furthermore,

Substitution - 9
to to - 10

changed answers - 9, 19, 27
H surveys - 25
exhibits contain - 25

KAISER GYPSUM objects to plaintiff's definitions and instructions and interrogatories in their entirety on the grounds and to the extent that they seek to impose obligations which are beyond those posed by the California Code of Civil Procedure, seek discovery in violation of the attorney work-product and attorney-client privileges and seek to compel discovery on behalf of other persons or entities. KAISER GYPSUM objects to plaintiff's definition of "this defendant" to the extent that it purports to require information as to all predecessors in interest, successors in interest, and subsidiaries which are not parties to this action. Without waiving any general or specific objections, KAISER GYPSUM responds to plaintiff's consolidated First Set of Interrogatories on its own behalf as follows:

ANSWER TO INTERROGATORY NO. 1:

Donna M. Anderson
Assistant Secretary
300 Lakeside Drive
Oakland, California

George Kirk (Retired)
720 Palomar Drive
Redwood City, California, 94062

Harlan Dupuis (Retired)
30 Tappan Lane
Orinda, California, 94563

ANSWER TO INTERROGATORY NO. 2:

KAISER GYPSUM objects to this interrogatory as overbroad, burdensome, harassing and oppressive. Rather than "identify each document," KAISER GYPSUM offers to make available to plaintiff for inspection and/or copying any relevant, nonprivileged documents in its possession that are responsive to this set of interrogatories, at or near its corporate headquarters in

1 Oakland, California, at a mutually agreed upon time, at
2 plaintiff's expense.

3 ANSWER TO INTERROGATORY NO. 3:

- 4 a. KAISER GYPSUM COMPANY, INC.
- 5 b. Washington
- 6 c. November 28, 1927
- 7 d. 300 Lakeside Drive, Oakland, California
- 8 e. None

9 ANSWER TO INTERROGATORY NO. 4:

10 KAISER GYPSUM became qualified to do business in California
11 on November 26, 1952.

12 ANSWER TO INTERROGATORY NO. 5:

13 KAISER GYPSUM objects to this interrogatory as irrelevant
14 and not reasonably calculated to lead to the discovery of
15 admissible evidence. KAISER GYPSUM further objects to this
16 interrogatory as vague and ambiguous as to the phrase "affiliate
17 corporation." Without waiving said objections, KAISER GYPSUM
18 states that none of its former subsidiaries or predecessors were
19 engaged in the mining, manufacturing, sale or distribution of
20 asbestos or any asbestos-containing products.

21 ANSWER TO INTERROGATORY NO. 6:

22 KAISER GYPSUM objects to this interrogatory as overbroad,
23 burdensome and harassing. KAISER GYPSUM further objects to this
24 interrogatory as overbroad to the extent that it requests
25 information for periods of time during which this defendant
26 neither manufactured nor distributed asbestos-containing
27 materials and requests information for periods of time during
28 which this defendant did not engage in any manufacturing or

1 distribution activities. KAISER GYPSUM further objects to this
2 interrogatory as vague and ambiguous. Without waiving said
3 objections, KAISER GYPSUM states that it did not have a formal
4 "corporate structure and policy concerning the subject of
5 employee safety in the design, development, manufacture, testing
6 and use of asbestos-containing products from 1930 to the
7 present." KAISER GYPSUM manufactured asbestos-containing
8 products between the years 1953 and 1978. During that time, it
9 had various policies and procedures regarding employee safety in
10 the plants. During relevant time periods, some of these policies
11 and procedures may have encompassed employee safety with
12 reference to reducing or eliminating employee exposure to
13 asbestos in the plants.

14 ANSWER TO INTERROGATORY NO. 7:

15 KAISER GYPSUM objects to this interrogatory as overbroad,
16 burdensome and harassing. KAISER GYPSUM further objects to this
17 interrogatory as overbroad in scope to the extent that it
18 requests information for periods of time during which this
19 defendant did not manufacture or distribute asbestos-containing
20 products nor engage in any manufacturing or distribution
21 activities. Without waiving said objections, KAISER GYPSUM
22 states that it did not have a "corporate structure concerning the
23 subject of research and development of asbestos-containing
24 products from 1930 to the present." Throughout the years, KAISER
25 GYPSUM maintained a Research and Development Department whose
26 responsibilities involved research and development of new
27 products, new formulae, quality control and similar
28 responsibilities. The Manager of the Research and Development

1 Group was Harlan C. Dupuis, retired, 30 Tappan Lane, Orinda,
2 California, 94563; the Director of Research and Quality was
3 George B. Kirk, retired, 720 Palomar Drive, Redwood City,
4 California, 94062; the Product Development Supervisor was Paul W.
5 Tillisch, address unknown.

6 ANSWER TO INTERROGATORY NO. 8:

7 KAISER GYPSUM objects to this interrogatory as irrelevant
8 and not reasonably calculated to lead to the discovery of
9 admissible evidence. Without waiving said objection, KAISER
10 GYPSUM states that during the limited period of time during which
11 it manufactured and distributed asbestos-containing products, it
12 was known as KAISER GYPSUM COMPANY, INC.

13 ANSWER TO INTERROGATORY NO. 9:

14 KAISER GYPSUM objects to this interrogatory as overbroad and
15 irrelevant. Without waiving said objection, KAISER GYPSUM states
16 that neither its predecessor, subsidiaries, or any corporation in
17 which this defendant holds, or held, a controlling interest, has
18 mined, manufactured, sold, distributed, imported or supplied any
19 asbestos-containing product(s). KAISER GYPSUM does not have a
20 "successor in interest." As to parent corporation, see KAISER
21 CEMENT's Answers to this same set of interrogatories.

22 ANSWER TO INTERROGATORY NO. 10:

23 See KAISER CEMENT's Answers to this set of interrogatories.

24 ANSWER TO INTERROGATORY NO. 11:

25 KAISER GYPSUM objects to this interrogatory as overbroad,
26 burdensome and harassing. KAISER GYPSUM further objects to this
27 interrogatory as vague and ambiguous as to the phrases "raw
28 amosite asbestos fiber" and "amosite asbestos-containing products

1 and/or materials." Without waiving said objections, KAISER
2 GYPSUM responds that if plaintiff's references to "amosite" refer
3 to a variety of an amphibole, KAISER GYPSUM never engaged in the
4 mining, milling, supply, importing, processing, distributing,
5 marketing, sale, mixing and/or compounding, manufacture, supply,
6 and/or importing of raw amosite asbestos fiber and/or amosite
7 asbestos-containing products and/or materials.

8 ANSWER TO INTERROGATORY NO. 12:

9 KAISER GYPSUM objects to this interrogatory as overbroad,
10 burdensome and harassing. KAISER GYPSUM further objects to this
11 interrogatory as overbroad in its scope to the extent that it
12 requests information for periods of time during which this
13 defendant did not manufacture or distribute asbestos-containing
14 products nor was it engaged in the manufacturing or distribution
15 of any products. Without waiving said objections, KAISER GYPSUM
16 responds as follows:

17 a. - i. See Exhibit 1, attached hereto.

18 j. KAISER GYPSUM neither presently operates nor ever
19 operated or had an ownership interest in any asbestos mine.

20 k. See Exhibit 2, attached hereto.

21 l. KAISER GYPSUM objects to this interrogatory subpart as
22 overbroad, burdensome, harassing and oppressive. Without waiving
23 said objection, KAISER GYPSUM states that it has not done a
24 complete review of its sales records and invoices, so it is
25 unable to respond to this interrogatory with the specificity
26 requested. KAISER GYPSUM hereby offers to make available to
27 plaintiff for inspection and/or copying any relevant sales
28 records in its possession at or near its corporate headquarters

1 in Oakland, California, at a mutually agreed upon time, at
2 plaintiff's expense.

3 m. KAISER GYPSUM never mined, manufactured, sold or
4 distributed asbestos fibers; therefore, this subpart is not
5 applicable.

6 n. No.

7 o. See Exhibit 1, attached hereto.

8 p. There are voluminous documents and records which set
9 forth the information requested in this interrogatory. These
10 documents include sales brochures, product specification sheets,
11 test reports, and numerous other documents. The custodian of
12 records is Clifford W. Rogers, 300 Lakeside Drive, Oakland,
13 California.

14 ANSWER TO INTERROGATORY NO. 13:

15 KAISER GYPSUM objects to this interrogatory as overbroad,
16 burdensome and harassing. KAISER GYPSUM further objects to this
17 interrogatory as overbroad in scope to the extent that it
18 requests information for periods of time during which this
19 defendant neither manufactured or distributed asbestos-containing
20 products nor any products. Without waiving said objections,
21 KAISER GYPSUM responds that it has never engaged in the mining,
22 milling, supply, importing, processing, distributing, marketing,
23 sales, mixing and/or compounding, manufacture, supply, and/or
24 importing of raw crocidolite asbestos fibers and/or crocidolite
25 asbestos-containing products and/or materials.

26 ANSWER TO INTERROGATORY NO. 14:

27 KAISER GYPSUM objects to this interrogatory as overbroad,
28 burdensome and harassing. Without waiving said objection, KAISER

1 GYPSUM responds that it has never engaged in the mining, milling,
2 supply, importing, processing, distributing, marketing, sale,
3 mixing and/or compounding, manufacture, supply and/or importing
4 of raw actinolite asbestos fiber and/or actinolite asbestos-
5 containing products and/or materials.

6 ANSWER TO INTERROGATORY NO. 15:

7 KAISER GYPSUM objects to this interrogatory as overbroad,
8 burdensome and harassing. Without waiving said objection, KAISER
9 GYPSUM responds that it has never engaged in the mining, milling,
10 supply, importing, processing, distributing, marketing, sale,
11 mixing and/or compounding, manufacture, supply and/or importing
12 of raw anthophyllite asbestos fiber and/or anthophyllite
13 asbestos-containing products and/or materials.

14 ANSWER TO INTERROGATORY NO. 16:

15 KAISER GYPSUM objects to this interrogatory as overbroad,
16 burdensome and harassing. Without waiving said objection, KAISER
17 GYPSUM responds that it has never engaged in the mining, milling,
18 supply, importing, processing, distributing, marketing, sale,
19 mixing and/or compounding, manufacture, supply and/or importing
20 of raw tremolite asbestos fiber and/or tremolite asbestos-
21 containing products and/or materials. However, it was later
22 discovered that vermiculite, one of the components of the Null-
23 A-Fire wallboard, contained a minute asbestos impurity (two one-
24 hundredths of one percent tremolite) which was totally
25 encapsulated in the vermiculite.

26 ANSWER TO INTERROGATORY NO. 17:

27 See Exhibit 1, attached hereto.

28 ///

1 ANSWER TO INTERROGATORY NO. 18:

2 In 1975, asbestos was eliminated from the product formulae
3 of KAISER joint and finishing compounds, KAISER texture paints
4 and KAISER K-Spray ceiling texture, and manufacture of these
5 products was discontinued in 1978 upon sale of the manufacturing
6 facilities and business. Manufacture of KAISER acoustical
7 mineral fiberboard was discontinued in 1974. Manufacture of
8 KAISER Null-A-Fire wallboard was discontinued in 1978 upon sale
9 of the manufacturing facilities and business.

10 ANSWER TO INTERROGATORY NO. 19:

11 In the 1970's, when KAISER GYPSUM became generally aware of
12 the potential health hazards of asbestos, it began researching
13 and testing to develop formulae for its products which would not
14 necessitate the addition of asbestos. After several years of
15 testing, KAISER GYPSUM developed a very fine paper fiber material
16 for use as a substitute for asbestos in its ceiling texture
17 product. Also, after several years of research and testing, it
18 was discovered that Wallostonite (a fibrous mineral) was a
19 satisfactory substitute for asbestos in joint compounds.
20 Eventually, KAISER GYPSUM replaced the asbestos in its K-Spray
21 with a specially processed cellulose fiber. To the best of
22 KAISER GYPSUM's knowledge, the asbestos-containing replacement
23 products first went into production in 1975.

24 ANSWER TO INTERROGATORY NO. 20:

25 See response to Interrogatory No. 19.

26 ANSWER TO INTERROGATORY NO. 21:

27 KAISER GYPSUM objects to this interrogatory as overbroad to
28 the extent that it requests information for years during which

1 this defendant neither manufactured nor sold asbestos-containing
2 or non-asbestos-containing products. Without waiving said
3 objection, KAISER GYPSUM responds that to the best of its
4 knowledge, it did not purchase or otherwise acquire any
5 asbestos-containing product or product line from any other
6 company.

7 ANSWER TO INTERROGATORY NO. 22:

8 KAISER GYPSUM objects to this interrogatory as vague and
9 ambiguous in its entirety. Without waiving said objection,
10 KAISER GYPSUM responds that if this interrogatory is intended to
11 refer to chemical, structural, or like change or modification,
12 KAISER GYPSUM does not contend that such change or modification
13 is necessary before its asbestos-containing products could have
14 been used.

15 ANSWER TO INTERROGATORY NO. 23:

16 a. 3,300,372; 2,662,024.

17 b. 3,300,372 was filed August 23, 1963. Application date
18 for 2,662,024 was March 1, 1951.

19 c. 3,300,372 was patented January 24, 1967. The date of
20 issuance, if any, for patent no. 2,662,024 is not known at this
21 time. Discovery is continuing.

22 d. 3,300,372 was issued to Donald R. Bauer, St. Helens,
23 Oregon, Assignor to KAISER GYPSUM COMPANY, INC. 2,662,024 was
24 applied for by Wallace C. Riddell and George B. Kirk, Assignors
25 by Mesne assignments to KAISER GYPSUM CO., INC.

26 e. 3,300,372 is a fire-resistant building board and
27 process. 2,662,024 was a cementitious composition (gypsum
28 wallboard joint compound).

1 ANSWER TO INTERROGATORY NO. 24:

2 The design of Cover-Tex in a circle with balls was
3 originally registered in the United States on July 31, 1956 under
4 Trademark Registration No. 631,612, and non-vermiculite-
5 containing Null-A-Fire wallboard was originally registered in the
6 United States February 1, 1955 under the Trademark Registration
7 No. 601,514. KAISER GYPSUM displayed its polka dot trademark on
8 various products, both asbestos-containing and non-asbestos-
9 containing materials. The polka dot design was registered under
10 No. 615,604. KAISER GYPSUM ceased to use this trademark sometime
11 during the 1960's. Therefore, KAISER GYPSUM did not renew the
12 trademark when it came due on November 8, 1975. The name K-Spray
13 was originally registered on February 19, 1963. The corporate
14 logo (as shown on Exhibit 4, attached hereto) was discontinued in
15 the late 1960's or early 1970's. Discovery is continuing with
16 respect to the registration, if any, of other trademarks and the
17 dates thereof.

18 ANSWER TO INTERROGATORY NO. 25:

19 To the best of answering defendant's knowledge, none of its
20 asbestos-containing products were sold or provided to the General
21 Services Administration and/or any other governmental agency.

22 ANSWER TO INTERROGATORY NO. 26:

23 No.

24 ANSWER TO INTERROGATORY NO. 27:

25 Many of KAISER GYPSUM's sales records predating 1968 no
26 longer exist or cannot be located, and those sales records which
27 presently do exist are voluminous and are not segregated into
28 sale of asbestos as opposed to non-asbestos-containing products.

1 ANSWER TO INTERROGATORY NO. 28:

2 KAISER GYPSUM objects to this interrogatory as overbroad,
3 burdensome and harassing. Without waiving said objections,
4 KAISER GYPSUM states that to the best of its knowledge it has
5 never distributed or sold any raw asbestos fiber or asbestos-
6 containing products between the years 1930 to the present which
7 was/were mined, manufactured, produced, fabricated, imported,
8 converted, compounded, processed, sold, merchandised, supplied
9 and/or otherwise placed in the stream of commerce by persons
10 and/or business entities other than itself, predecessor(s) in
11 interest or subsidiary(ies).

12 ANSWER TO INTERROGATORY NO. 29:

13 KAISER GYPSUM objects to this interrogatory as vague and
14 ambiguous as to the phrase "distributors." Without waiving said
15 objection, KAISER GYPSUM states that if this interrogatory is
16 intended to refer to products supplied to other entities for
17 resale, KAISER GYPSUM responds that it did not distribute its
18 products pursuant to such a distribution scheme.

19 ANSWER TO INTERROGATORY NO. 30:

20 Not applicable.

21 ANSWER TO INTERROGATORY NO. 31:

22 KAISER GYPSUM objects to this interrogatory as overbroad,
23 burdensome and harassing. Without waiving said objection, KAISER
24 GYPSUM responds that to the best of its knowledge, it has never
25 entered into any agreements for the rebranding of asbestos-
26 containing products, raw asbestos fiber and/or materials mined,
27 imported, manufactured, sold, distributed and/or supplied by
28 another company for resale or distribution by KAISER GYPSUM.

1 ANSWER TO INTERROGATORY NO. 32:

2 KAISER GYPSUM objects to this interrogatory as vague and
3 ambiguous in its entirety. Without waiving said objection,
4 KAISER GYPSUM first manufactured and distributed asbestos-
5 containing products in 1953; therefore, KAISER GYPSUM first
6 purchased or otherwise obtained asbestos sometime prior to 1953.

7 ANSWER TO INTERROGATORY NO. 33:

8 This interrogatory is virtually identical to Interrogatory
9 No. 31. Therefore, KAISER GYPSUM responds that to the best of
10 its knowledge between the years 1930 to the present, it did not
11 purchase any product(s) and/or material(s) containing asbestos
12 from any other miner, manufacturer and/or producer of such
13 products and/or materials with the purpose of selling such under
14 KAISER GYPSUM's own name.

15 ANSWER TO INTERROGATORY NO. 34:

16 No.

17 ANSWER TO INTERROGATORY NO. 35:

18 KAISER GYPSUM objects to this interrogatory as overbroad,
19 burdensome and harassing. KAISER GYPSUM further objects to this
20 interrogatory as vague and ambiguous as to the phrase "for resale
21 or redistribution." Without waiving said objection, KAISER
22 GYPSUM responds that to the best of its knowledge and on the
23 basis of its understanding of "resale or redistribution," it
24 never sold, distributed or otherwise furnished any asbestos-
25 containing products to any other person and/or business entity
26 for "resale or redistribution." KAISER GYPSUM never mined, sold,
27 distributed or otherwise furnished any raw asbestos fiber at any
28 time.

1 ANSWER TO INTERROGATORY NO. 36:

2 KAISER GYPSUM offers to make any relevant organizational
3 charts available for inspection and/or copying at or near its
4 corporate headquarters located in Oakland, California, at a
5 mutually agreed upon time, at plaintiff's expense.

6 ANSWER TO INTERROGATORY NO. 37:

7 a. 300 Lakeside Drive, Oakland, California and 383 Fourth
8 Street, Oakland, California.

9 b. Clifford W. Rogers, Administrative Services, 300
10 Lakeside Drive, Oakland, California.

11 c. See response to Interrogatory No. 36.

12 ANSWER TO INTERROGATORY NO. 38:

13 KAISER GYPSUM objects to this interrogatory as irrelevant
14 and not reasonably calculated to lead to the discovery of
15 admissible evidence.

16 ANSWER TO INTERROGATORY NO. 39:

17 There was a packaging change in 1965. Prior to the
18 packaging change, the dual purpose joint compound came in a
19 silver-colored bucket with a yellow, white and gray label affixed
20 thereto which stated "Kaiser Dual Purpose Joint Compound" and
21 included instructions for use and application. The dry powder
22 joint and finishing compounds came in white sacks with the then-
23 Kaiser logo of red box framing a black circle with the name
24 "Kaiser" and the product name superimposed over the black dot.
25 The bags also furnished the company's name, weight of the sack,
26 and miscellaneous other information. Other pre-mix compounds
27 came packaged in various weight cartons also displaying the
28 KAISER GYPSUM dot logo, the KAISER GYPSUM company name, contents

1 and various other information.

2 The packaging underwent a change in 1965. The previous dot
3 design was eliminated in favor of bold print KAISER GYPSUM and
4 product name on bags, boxes and buckets. The KAISER GYPSUM
5 texture paint was packaged in ten pound white paper sacks with
6 black and blue printing. The pre-mix dual purpose joint compound
7 was packaged in a white bucket with black and red printing.
8 Other joint compounds were packaged in white cartons with red and
9 black printing, including KAISER GYPSUM's name, product name and
10 instructions on how to mix the product.

11 ANSWER TO INTERROGATORY NO. 40:

12 a. KAISER GYPSUM does not now have actual packages or
13 containers of the asbestos-containing products it manufactured
14 and distributed. However, some annual reports contain a few
15 pictures of some of the products.

16 b. Clifford W. Rogers, Administrative Services, 300
17 Lakeside Drive, Oakland, California.

18 c. KAISER GYPSUM does not have actual photographs of the
19 packages or containers in which it distributed asbestos-
20 containing materials. Therefore, photographs are not available.

21 ANSWER TO INTERROGATORY NO. 41:

22 In the 1961 and 1964 KAISER GYPSUM Annual Report, there are
23 drawings of some of KAISER GYPSUM's asbestos-containing products.
24 KAISER GYPSUM is willing to make available to plaintiff for
25 inspection and/or copying these pictures at a mutually agreed
26 upon time, at or near its corporate headquarters in Oakland,
27 California, at plaintiff's expense.

28 ///

1 ANSWER TO INTERROGATORY NO. 42:

2 KAISER GYPSUM never mined, manufactured, sold, distributed
3 or otherwise put into the stream of commerce "bags of raw
4 asbestos fiber"; therefore, this interrogatory is inapplicable to
5 this defendant.

6 ANSWER TO INTERROGATORY NO. 43:

7 KAISER GYPSUM objects to this interrogatory as overbroad,
8 burdensome and harassing. KAISER GYPSUM further objects to this
9 interrogatory as overbroad in scope to the extent that it
10 requests information for periods of time during which this
11 defendant did not manufacture or distribute asbestos-containing
12 or non-asbestos-containing products. Without waiving said
13 objection, KAISER GYPSUM responds as follows:

14 a. Over the years, various individuals were involved in
15 preparing sales materials such as:

16	<u>Name</u>	<u>Address</u>
17	Stanley McCaffrey	Unknown
18	Vance Fawcett (deceased)	
19	Turner Barton (deceased)	
20	"Stub" Stollery	Unknown
21	Robert G. Conner	Allen & Dorward, Inc.
22		747 Front St.
		San Francisco, CA
23	Marvin McArthur	Unknown
24	Raymond Fournival	Unknown
25	John Hickman	Unknown
26	Robert Balster	Unknown
27	David Bronson	Unknown

28 ///

Kaiser Building
Oakland, CA

Ronald E. Rhody

Kaiser Aluminum & Chemical
Corp.
Kaiser Building
Oakland, CA

Leon M. Bryan

203 Corbett Ave.
San Francisco, CA 94114

b. Clifford W. Rogers, Administrative Services, 300
Lakeside Drive, Oakland, California.

c. The various sales materials were prepared at various
times from the 1950's until the 1970's.

d. KAISER GYPSUM's records are incomplete; therefore, it
is unable to respond to this subpart with the specificity
requested.

e. The sales materials include sales brochures, technical
bulletins and other related sales documents.

f. These sales documents were disseminated to purchasers,
KAISER GYPSUM sales offices, trade journals, trade publications,
and KAISER GYPSUM believes that it may have utilized the
television media to further advertise its products. Discovery is
continuing.

ANSWER TO INTERROGATORY NO. 44:

KAISER GYPSUM objects to this interrogatory as overbroad,
burdensome and harassing. Without waiving said objection, KAISER
GYPSUM responds as follows:

a. The warning labels stated:

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST

MAY CAUSE SERIOUS BODILY HARM

These labels had yellow backgrounds with red lettering and were affixed to the package of the products with adhesive in a prominent place. Later, as new packaging was purchased, the labels were printed onto the outside of the packages and are believed to have been of the same color and colors as the packaging and printing thereon.

b. The warning was first affixed to the asbestos-containing products in 1972.

c. KAISER GYPSUM generally became aware of the potential health hazards of asbestos via media, industry and governmental agency publications.

d. No changes in the warnings were made from the time they were first implemented until the products no longer contained asbestos.

e. KAISER GYPSUM relied upon many individuals' opinions in determining to put such warnings on the containers of its asbestos-containing products, such as: George B. Kirk, retired, Harlan C. Dupuis, retired, J.E. Toomey, Ernie Reddick, R.A. Madsen, and various individuals in KAISER GYPSUM's Legal Department.

ANSWER TO INTERROGATORY NO. 45:

KAISER GYPSUM objects to this interrogatory as overbroad, burdensome and harassing. KAISER GYPSUM further objects to this interrogatory as vague and ambiguous as to the phrase "other written materials of any kind or character that contain any warnings concerning the possibility of injury from exposure to

1 asbestos resulting from the use of the raw asbestos fiber and/or
2 asbestos-containing products. . . ." Without waiving said
3 objections, KAISER GYPSUM states that aside from the warning
4 affixed to the asbestos-containing products' containers described
5 in answer to Interrogatory No. 44, KAISER GYPSUM also printed and
6 distributed technical bulletins which prescribed the use of
7 respirators during spray application.

8 ANSWER TO INTERROGATORY NO. 46:

9 See response to Interrogatories No. 44 and 45.

10 ANSWER TO INTERROGATORY NO. 47:

11 See response to Interrogatory No. 44, subpart (e).

12 ANSWER TO INTERROGATORY NO. 48:

13 KAISER GYPSUM objects to this interrogatory as overbroad,
14 burdensome and harassing. Without waiving said objection, KAISER
15 GYPSUM responds that some of the containers of the asbestos-
16 containing products contained instructions regarding mixing,
17 storing, handling, use, etc. Additionally, technical bulletins
18 were distributed which described the products, uses, application
19 instructions, and suggestions such as recommending use of
20 respirators and eye protection during spray application.

21 ANSWER TO INTERROGATORY NO. 49:

22 To the best of answering defendant's knowledge, it did not
23 recall or attempt to recall those products and/or materials which
24 had been sold in containers without warning labels.

25 ANSWER TO INTERROGATORY NO. 50:

26 Generally, in the early 1970's KAISER GYPSUM personnel
27 became aware that there were alleged hazards from exposure to
28 asbestos dust, fibers and/or products to the health of persons

2 products via media, industry and governmental agency
3 publications.

4 ANSWER TO INTERROGATORY NO. 51:

5 KAISER GYPSUM is unable to state when and by what means it
6 first became aware that Johns-Manville Corp. or any of its
7 affiliated companies placed on its asbestos products a caution,
8 warning, notice, or other statement or representation concerning
9 the potential health hazards resulting from the use of asbestos
10 products and/or exposure to asbestos dust or fibers.

11 ANSWER TO INTERROGATORY NO. 52:

12 KAISER GYPSUM objects to this interrogatory as vague and
13 ambiguous in its entirety. Without waiving said objection,
14 KAISER GYPSUM states that the plants had dust collection systems;
15 individuals engaged in certain activities, e.g., dumping raw
16 materials into hoppers, were required to wear respirators, and
17 other safety precautions were undertaken to protect the
18 employees.

19 ANSWER TO INTERROGATORY NO. 53:

20 KAISER GYPSUM objects to this interrogatory as overbroad,
21 burdensome and harassing. Without waiving said objection, KAISER
22 GYPSUM responds that its records are incomplete; therefore, it is
23 unable to respond to this interrogatory with the specificity
24 requested. Without waiving said objection, KAISER GYPSUM
25 responds that the plant managers would have been responsible for
26 providing safety information to the employees.

27 ANSWER TO INTERROGATORY NO. 54:

28 See response to Interrogatory No. 52. Additionally,

spills, vacuuming, plant cleanliness, protective clothing, etc.

ANSWER TO INTERROGATORY NO. 55:

KAISER GYPSUM objects to this interrogatory as overbroad to the extent that it requests information for periods of time during which this defendant did not manufacture either asbestos-containing or non-asbestos-containing products. Without waiving said objection, KAISER GYPSUM states that beginning in early 1971, KAISER GYPSUM employed the services of an industrial hygienist, Mr. A.J. Trommershausen.

a. Mr. Trommershausen did not report to any one individual; he made his recommendations via interoffice memorandum addressed to various KAISER GYPSUM personnel.

b. His current business and residential addresses are unknown.

ANSWER TO INTERROGATORY NO. 56:

No present or former executives, officers, or other supervisory officials of KAISER GYPSUM have had their deposition taken by plaintiffs in cases involving workers or their heirs who are suing or have sued KAISER GYPSUM for illnesses or personal injuries allegedly caused, in whole or in part, by exposure to asbestos dust allegedly created by KAISER GYPSUM's asbestos-containing products and/or materials.

ANSWER TO INTERROGATORY NO. 57:

No.

ANSWER TO INTERROGATORY NO. 58:

Over the years, KAISER GYPSUM belonged to numerous "trade organizations" and "associations" such as: The Gypsum

2 Association. (The AIMA was originally a merger of the Insulation
3 Board Institute and the Acoustical Materials Association. The
4 AIMA's name was later changed to the Acoustical & Board Products
5 Association. KAISER GYPSUM was a member of all of these
6 associations.) KAISER GYPSUM was also a member of: American
7 Society for Testing and Materials, Gypsum Drywall Contractors
8 International, International Association of Wall and Ceiling
9 Contractors, Ceilings & Interior Systems Contractors Association,
10 Associated Building Industry of Northern California, Industrial
11 Forestry Association, National Retail Lumber Dealers Association,
12 International Conference of Building Officials, and the Gypsum
13 Industry Committee on Recommended Trade Practice Rules.

14 ANSWER TO INTERROGATORY NO. 59:

15 To the best of KAISER GYPSUM's knowledge, it has never
16 belonged to any of the following organizations: Asbestos Textile
17 Institute (ATI), Industrial Hygiene Foundation and/or Industrial
18 Health Foundation (IHF), Mineral Wool Institute, Industrial
19 Mineral Insulation Manufacturers Institute, Magnesia Silica
20 Insulation Manufacturers Association, National Insulation
21 Manufacturers Association (NIMA), Thermal Insulation
22 Manufacturers Association (TIMA), Asbestos Information
23 Association (AWA), Quebec Asbestos Mining Association (QAMA),
24 National Safety Council, Asbestos Cement Producers Association,
25 Ore Refractories Institute.

26 ANSWER TO INTERROGATORY NO. 60:

27 Not applicable.

28 ///

ANSWER TO INTERROGATORY NO. 61:

Not applicable.

ANSWER TO INTERROGATORY NO. 62:

Not applicable.

ANSWER TO INTERROGATORY NO. 63:

Not applicable.

ANSWER TO INTERROGATORY NO. 64:

To the best of KAISER GYPSUM's knowledge, it never directed, sponsored, financed, participated in or received the results of any studies and/or tests performed by the Saranac Laboratory of the Trudeau Foundation concerning the human health consequences of exposure to asbestos.

ANSWER TO INTERROGATORY NO. 65:

Not applicable.

ANSWER TO INTERROGATORY NO. 66:

None.

ANSWER TO INTERROGATORY NO. 67:

KAISER GYPSUM does not and has never maintained a library which contains books, articles, periodicals, journals and/or reference materials that relate to the subjects of asbestos, industrial hygiene, medicine, safety, occupational disease and/or engineering.

ANSWER TO INTERROGATORY NO. 68:

To the best of KAISER GYPSUM's knowledge, none of the co-defendants in the asbestos litigation have ever furnished it with any information as to the state of the medical knowledge at any time regarding the relationship between exposure to asbestos dust, fibers and/or products and the contracting of diseases,

1 including asbestosis, pneumoconiosis, mesothelioma, lung cancer
2 and other cancers.

3 ANSWER TO INTERROGATORY NO. 69:

4 Not applicable.

5 ANSWER TO INTERROGATORY NO. 70:

6 KAISER GYPSUM objects to this interrogatory as overbroad to
7 the extent that it requests information for periods of time
8 during which this defendant did not manufacture asbestos-
9 containing products or non-asbestos-containing products. KAISER
10 GYPSUM further objects to this interrogatory as vague and
11 ambiguous as to the phrase "exchanged or communicated the results
12 of research, . . . with any other person, corporation or other
13 business entity, including co-defendants in this action." If
14 this interrogatory requests information as to the exchange or
15 communication of results of research, tests, studies of
16 experiments conducted by KAISER GYPSUM regarding the
17 relationship, if any, between exposure to asbestos and disease,
18 KAISER GYPSUM states that it has not conducted any such research,
19 tests, studies or experiments; therefore, it has not exchanged or
20 communicated any such results to any other person, corporation or
21 other business entity, including co-defendants in this action.

22 ANSWER TO INTERROGATORY NO. 71:

23 Not applicable.

24 ANSWER TO INTERROGATORY NO. 72:

25 To the best of KAISER GYPSUM's knowledge, no one has
26 testified on its behalf before the Occupational Safety and Health
27 Administration, the National Institute of Occupational Safety and
28 Health, any United States Congressional committee, subcommittee,

1 administrative hearing or investigative proceeding on the
2 subjects of the human health consequences of exposure to asbestos
3 dust, fibers and/or products in the setting, modification,
4 feasibility and acceptance of allegedly safe or proper levels of
5 exposure to said asbestos and asbestos products.

6 ANSWER TO INTERROGATORY NO. 73:

7 Not applicable.

8 ANSWER TO INTERROGATORY NO. 74:

9 Not applicable.

10 ANSWER TO INTERROGATORY NO. 75:

11 a. On January 14 and 15, 1971, April 12 and July 18,
12 1972, June 29 and July 23, 1976.

13 b. Mr. A.J. Trommershausen.

14 c. The results of the January 14 and 15, 1971 industrial
15 hygiene survey made at KAISER GYPSUM's Jacksonville gypsum plant
16 resulted in recommendations of increased ventilation systems,
17 plant modifications and operational changes for long-term
18 solutions. The April 12 and July 18, 1972 air samples taken at
19 the Antioch gypsum plant resulted in the following
20 recommendations: Maintenance of the respirator program, frequent
21 clean-up of asbestos spills with vacuum cleaners, proper and
22 careful disposal of waste in empty bags, encouragement of work
23 practices which minimized generation of airborne asbestos dust
24 and excessive asbestos dust on clothing, recording of exposures
25 in personnel files, posting of warning signs, affixing of warning
26 labels to packages of dry mix asbestos-containing products, and
27 waiting for guidelines and assistance for medical examinations.
28 The June 29 and July 23, 1976 tests performed at the Antioch

1 plant with specific reference to vermiculite dumping produced the
2 following recommendations: Determine if alternate sources of
3 vermiculite were available, substitute materials which do not
4 contain an asbestos impurity, design and install local exhaust
5 ventilation, including a bag collector, upgrade the respiratory
6 protection program (suggestion of use of a Welsh 1400 disposable
7 respirator), provide disposable coveralls, and place the workers
8 whose duty it was to dump the vermiculite into the hopper on an
9 asbestos medical surveillance program. These recommendations
10 were made despite the fact that the test results indicated "the
11 time-weighted average for an 8-hour day is not exceeded since the
12 operation is performed only about 10-15 minutes per shift or
13 less."

14 e. Clifford W. Rogers, 300 Lakeside Drive, Oakland,
15 California.

16 ANSWER TO INTERROGATORY NO. 76:

17 a. KAISER GYPSUM objects to this interrogatory as
18 overbroad, burdensome and harassing. The interrogatory purports
19 to request information regarding "any testing" of the asbestos-
20 containing products which KAISER GYPSUM manufactured. Without
21 waiving said objections, KAISER GYPSUM states that over the years
22 it conducted numerous tests of all of its products, both
23 asbestos-containing and non-asbestos-containing, to maintain the
24 highest quality possible and to develop new formulae as needed.
25 If this is the type of testing to which this interrogatory
26 refers, KAISER GYPSUM responds that there are documents which
27 still exist relating to such testing. Such documents include
28 product specifications, technical bulletins, test results and

2 b. Clifford W. Rogers, 300 Lakeside Drive, Oakland,
3 California.

4 ANSWER TO INTERROGATORY NO. 77:

5 KAISER GYPSUM objects to this interrogatory as vague and
6 ambiguous as to the phrase "to determine potential health hazards
7 involved in the use of the materials contained herein." If this
8 interrogatory purports to inquire as to tests on laboratory
9 animals, cadavers, or the like to determine potential health
10 hazards in the use of the materials contained in asbestos-
11 containing products, KAISER GYPSUM states that it never conducted
12 or directed any such tests.

13 ANSWER TO INTERROGATORY NO. 78:

14 Prior to 1970, KAISER GYPSUM never had any labor inspectors
15 or company personnel go to jobsites or other areas where KAISER
16 GYPSUM asbestos-containing products were being used or installed
17 to make a dust level count because KAISER GYPSUM was unaware
18 until approximately 1971 that there were any alleged potential
19 health problems associated with exposure to asbestos or
20 asbestos-containing products.

21 ANSWER TO INTERROGATORY NO. 79:

22 See response to Interrogatory No. 75.

23 ANSWER TO INTERROGATORY NO. 80:

24 See response to Interrogatory No. 75.

25 ANSWER TO INTERROGATORY NO. 81:

26 KAISER GYPSUM objects to this interrogatory as overbroad,
27 burdensome and harassing. KAISER GYPSUM further objects to this
28 interrogatory as overbroad in scope to the extent that it

2 neither manufactured asbestos-containing products nor non-
3 asbestos-containing products. Without waiving said objections,
4 KAISER GYPSUM responds that to the best of its knowledge it never
5 offered or sponsored a "medical examination program" for
6 employees handling or otherwise exposed to raw asbestos fibers
7 and/or asbestos-containing products.

8 ANSWER TO INTERROGATORY NO. 82:

9 KAISER GYPSUM objects to this interrogatory as vague and
10 ambiguous. Without waiving said objection, KAISER GYPSUM would
11 first point out that "insulators" would not use KAISER GYPSUM
12 asbestos-containing products. If this interrogatory is intended
13 to request information regarding tests or studies conducted at
14 jobsites wherein KAISER GYPSUM asbestos-containing products were
15 utilized, other than KAISER GYPSUM's own plants, KAISER GYPSUM
16 states that it has not conducted or directed tests or studies
17 with regard to the quantity, quality, or threshold limit values
18 of asbestos dust, fibers or particles to which users of KAISER
19 GYPSUM asbestos-containing products or others working in the same
20 vicinity would be exposed.

21 ANSWER TO INTERROGATORY NO. 83:

22 KAISER GYPSUM's asbestos-containing products would not be
23 used by "insulation workers"; therefore, KAISER GYPSUM has never
24 conducted or directed research, tests or studies to determine
25 whether the exposure of insulation workers or others to asbestos
26 dust exceeded the American Conference of Governmental Industrial
27 Hygienists' recommended threshold limit values.

28 ///

1 ANSWER TO INTERROGATORY NO. 84:

2 To the best of KAISER GYPSUM's knowledge, it is unfamiliar
3 with the American Conference of Governmental Industrial
4 Hygienists' recommended threshold limit values for exposure to
5 asbestos dust; therefore, KAISER GYPSUM responds that it has
6 never undertaken steps to determine whether the ACGIH's
7 recommended threshold limit values for exposure to asbestos dust
8 were accurate or reliable.

9 ANSWER TO INTERROGATORY NO. 85:

10 KAISER GYPSUM objects to this interrogatory as vague and
11 ambiguous as well as irrelevant and not reasonably calculated to
12 lead to the discovery of admissible evidence.

13 ANSWER TO INTERROGATORY NO. 86:

14 The reverse side of KAISER GYPSUM sales invoices contained
15 numerous paragraphs regarding terms and conditions of sale,
16 including warranty. Presumably KAISER GYPSUM's asbestos-
17 containing products were also invoiced on these same sales
18 invoices. However, KAISER GYPSUM's records are incomplete and it
19 does not have samples or photographs of the containers of its
20 asbestos-containing products; therefore, it is unable to state
21 whether any warranties, guarantees or other such representations
22 were affixed to the containers or packages of its asbestos-
23 containing products.

24 ANSWER TO INTERROGATORY NO. 87:

25 This interrogatory is not applicable on the basis that it is
26 limited to warranties, guarantees or other such representations
27 affixed to products and/or containers or packages, but in the
28 spirit of cooperation KAISER GYPSUM states that the warranty

1 contained on the reverse side of its sales invoices read as
2 follows:

3 WARRANTY:

4 A. Seller expressly warrants title and that
5 the products sold by it hereunder are free
6 from defects in materials at the time of
7 shipment. EXCEPT FOR SUCH EXPRESS
8 WARRANTIES, SELLER MAKES NO WARRANTY OF
9 ANY KIND WHATSOEVER, EXPRESS OR IMPLIED,
10 AND ALL WARRANTIES OF MERCHANTABILITY,
11 FITNESS FOR A PARTICULAR PURPOSE, AND
12 OTHER WARRANTIES OF WHATEVER KIND, ARE
13 HEREBY DISCLAIMED BY SELLER AND EXCLUDED.

14 ANSWER TO INTERROGATORY NO. 88:

15 This interrogatory is also not applicable; however, in the
16 spirit of cooperation, KAISER GYPSUM states that to the best of
17 its knowledge, the warranty, guarantee or other representation
18 contained on the back of the sales invoices did not change in
19 substance.

20 ANSWER TO INTERROGATORY NO. 89:

21 KAISER GYPSUM objects to this interrogatory as vague and
22 ambiguous in its entirety. Without waiving said objection,
23 KAISER GYPSUM responds that pursuant to allegations made in
24 media, industry and governmental entity publications, KAISER
25 GYPSUM is aware that there is allegedly a potential causal
26 connection between exposure to asbestos dust and asbestosis,
27 pneumoconiosis, lung cancer, mesothelioma, and certain other
28 cancers.

ANSWER TO INTERROGATORY NO. 90:

KAISER GYPSUM objects to this interrogatory as overbroad,
burdensome and harassing. Without waiving said objection, KAISER
GYPSUM responds as follows:

1 ANSWER TO INTERROGATORY NO. 92:

2 KAISER GYPSUM's records are incomplete and memories fade;
3 therefore, KAISER GYPSUM is unable to identify the officer,
4 agent, servant, employee or other representative who first became
5 aware that asbestos-containing products of Johns-Manville Corp.
6 or its affiliated companies were being "labelled."

7 ANSWER TO INTERROGATORY NO. 93:

8 To the best of KAISER GYPSUM's knowledge, it does not have
9 any "documents related to the knowledge" regarding the labelling
10 of asbestos products by Johns-Manville Corp. or its affiliated
11 companies.

12 ANSWER TO INTERROGATORY NO. 94:

13 Not applicable.

14 ANSWER TO INTERROGATORY NO. 95:

15 KAISER GYPSUM objects to this interrogatory as overbroad,
16 burdensome and harassing. Without waiving said objection, KAISER
17 GYPSUM responds as follows:

18 a. The employees who were responsible for dumping raw
19 materials into hoppers were required to wear respirators and
20 protective clothing.

21 b. KAISER GYPSUM's records are incomplete; therefore, it
22 is unable to provide a specific date upon which such protective
23 devices were issued. However, KAISER GYPSUM responds that on the
24 basis of industrial hygienist recommendations, KAISER GYPSUM
25 provided respirators and protective clothing at least as early as
26 1971, if not before.

27 c. Respirators and disposable coveralls were provided.

28 d. Many individuals were involved in discussions and

1 decisions regarding protective clothing and de v es.

2 e. Clifford W. Rogers, 300 Lakeside Drive, Oakland,
3 California. Additionally, documents are stored at 383 Fourth
4 Street, Oakland, California.

5 ANSWER TO INTERROGATORY NO. 96:

6 KAISER GYPSUM objects to this interrogatory as vague and
7 ambiguous. KAISER GYPSUM further objects to this interrogatory
8 as overbroad in scope to the extent that it requests information
9 for years during which this defendant did not manufacture or
10 distribute asbestos-containing products or non-asbestos-
11 containing products. Without waiving said objections, KAISER
12 GYPSUM responds that it was not aware until the early 1970's of
13 "possible health ramifications of working with and around
14 asbestos fibers, dust and/or products." Furthermore, test
15 results conducted by an industrial hygienist at KAISER GYPSUM's
16 plants were within the then-present threshold limit value of five
17 fibers per milliliter (time-weighted average) (per July 18, 1972
18 tests of air samples), and the results of the July 23, 1976 air
19 sample tests indicated the time-weighted average for an 8-hour day
20 was not exceeded, since the dumping of raw materials into hoppers
21 was performed about 10 to 15 minutes per shift or less.
22 Therefore, based on these results, KAISER GYPSUM was under the
23 belief that its employees were not exposed to unacceptable or
24 potentially hazardous levels of asbestos fibers, dust or
25 particles.

26 ANSWER TO INTERROGATORY NO. 97:

27 KAISER GYPSUM objects to this interrogatory as vague and
28 ambiguous as to the phrase "liberating asbestos fibers."

1 Furthermore, KAISER GYPSUM's asbestos-containing products would
2 not be used or "applied by an insulator." Without waiving said
3 objections, KAISER GYPSUM states that its asbestos-containing
4 products can be "applied" by others without "liberating asbestos
5 fibers."

6 ANSWER TO INTERROGATORY NO. 98:

7 KAISER GYPSUM objects to this interrogatory as vague and
8 ambiguous. Without waiving said objection, KAISER GYPSUM states
9 that on the basis of its understanding of this interrogatory, it
10 never maintained or operated a unit which was under contract to
11 apply or install KAISER GYPSUM asbestos-containing products.

12 ANSWER TO INTERROGATORY NO. 99:

13 Not applicable.

14 ANSWER TO INTERROGATORY NO. 100:

15 KAISER GYPSUM did not manufacture or distribute asbestos-
16 containing insulation products; therefore, this interrogatory is
17 inapplicable.

18 ANSWER TO INTERROGATORY NO. 101:

19 During the 1970's, KAISER GYPSUM issued technical bulletins
20 which prescribed the use of respirators during spray application
21 of certain products.

22 ANSWER TO INTERROGATORY NO. 102:

23 The first personal injury cause of action wherein KAISER
24 GYPSUM was a named defendant was served upon KAISER GYPSUM in
25 1979.

26 ANSWER TO INTERROGATORY NO. 103:

27 KAISER GYPSUM objects to this interrogatory as overbroad,
28 burdensome, harassing and oppressive. This interrogatory not

1 only requests information regarding the first noticed claim of
2 injury but information regarding "all claims filed for injury
3 resulting from use of and/or exposure to asbestos products (e.g.
4 the filing of a worker's compensation claim)." Over the years,
5 KAISER GYPSUM has been named in numerous lawsuits claiming injury
6 resulting from use of and/or exposure to asbestos products. This
7 information is a matter of public record and equally available to
8 plaintiff. Furthermore, many of those plaintiffs were
9 represented by the Kazan office, which is fully familiar with the
10 course of asbestos litigation in the Bay Area, as well as other
11 jurisdictions, and is equally familiar with the cases to which
12 this defendant has been a named party.

13 ANSWER TO INTERROGATORY NO. 104:

14 KAISER GYPSUM has been self-insured for worker's
15 compensation since 1964. Therefore, there could be no claims
16 against any "worker's compensation insurance carrier which
17 provided coverage for your company."

18 ANSWER TO INTERROGATORY NO. 105:

19 Not applicable.

20 ANSWER TO INTERROGATORY NO. 106:

21 Not applicable.

22 ANSWER TO INTERROGATORY NO. 107:

23 Not applicable.

24 ANSWER TO INTERROGATORY NO. 108:

25 See Exhibit 3, attached hereto.

26 ANSWER TO INTERROGATORY NO. 109:

27 In the course of establishing corporate procedures, KAISER
28 GYPSUM established a general records retention policy which does

1 not specifically refer to records concerning the manufacture,
2 sale, advertising, distribution, delivery and installation of
3 asbestos-containing products. The responsibility for retention
4 and/or destruction of records varied over the years, but primary
5 responsibility vested with the custodian of records, who acted in
6 accordance with established records control policies and
7 procedures. All decisions to destroy records were made in order
8 to comply with guidelines established by corporate "policies and
9 procedures." Destruction forms were generally initiated by
10 records control personnel on a yearly basis. The selection of
11 items for destruction was generally based upon records
12 disposition schedules approved by records control, department
13 heads, and the tax, legal and internal audit staffs and division
14 heads. Any records destruction application generally required
15 the same approval, except that the Controller, rather than the
16 division heads, gave final approval. Any individual in the
17 approval chain could stop or delay destruction. When the
18 asbestos-related litigation began in earnest, KAISER GYPSUM
19 attempted to segregate all of the asbestos-related documents
20 still in existence and to house and maintain them so as to
21 preclude destruction or loss.

22 ANSWER TO INTERROGATORY NO. 110:

23 See response to Interrogatory No. 109. The existing records
24 are currently maintained at 300 Lakeside Drive, Oakland,
25 California and 383 Fourth Street, Oakland, California.

26 ANSWER TO INTERROGATORY NO. 111:

27 Not applicable.

28 ///

ANSWER TO INTERROGATORY NO. 111:

KAISER GYPSUM objects to this interrogatory as overbroad to the extent that it requests information for periods of time during which KAISER GYPSUM did not manufacture asbestos-containing products. KAISER GYPSUM further objects to this interrogatory as vague and ambiguous as to the phrase "representations" and "products superior." Without waiving said objections, KAISER GYPSUM states that to the best of its knowledge, it never made any express representations that the presence of asbestos in the products made the products superior, in any way, to any asbestos-free product or material intended for the same or similar use. However, KAISER GYPSUM may have made general representations that the quality of these products was superior to other products or materials intended for the same or similar use without express reference to the asbestos content thereof.

ANSWER TO INTERROGATORY NO. 113:

Not applicable.

ANSWER TO INTERROGATORY NO. 114:

To the best of answering defendant's knowledge, it is unaware of ever having made any representations that the use of asbestos or the use of raw asbestos fiber and/or asbestos-containing products was safe, harmless or not dangerous.

ANSWER TO INTERROGATORY NO. 115:

Not applicable.

ANSWER TO INTERROGATORY NO. 116:

KAISER GYPSUM objects to this interrogatory as vague and ambiguous as to the phrase "ever stored or warehoused." Without

1 waiving said objection, KAISER GYPSUM states that after
2 manufacture of the products, they would be "stored or warehoused"
3 at KAISER GYPSUM plants, awaiting purchase and delivery.

4 ANSWER TO INTERROGATORY NO. 117:

5 KAISER GYPSUM did not have designated warehouses or storage
6 facilities. The products were stored at the plant where they
7 were manufactured, awaiting sale and distribution.

8 ANSWER TO INTERROGATORY NO. 118:

9 KAISER GYPSUM objects to this interrogatory as overbroad,
10 burdensome and harassing. Without waiving said objection, KAISER
11 GYPSUM states that upon sale of its asbestos-containing products,
12 it cannot state what the purchasers thereof did with the
13 products, i.e., whether they were used locally or transported by
14 rail, truck, vessel or other means of transportation.

15 ANSWER TO INTERROGATORY NO. 119:

16 No person has testified on KAISER GYPSUM's behalf at trial
17 or by deposition in any case alleging asbestos-related bodily
18 injury.

19 ANSWER TO INTERROGATORY NO. 120:

20 KAISER GYPSUM objects to this interrogatory as calling for
21 expert opinion. KAISER GYPSUM is not an expert in such matters.

22 ANSWER TO INTERROGATORY NO. 121:

23 KAISER GYPSUM in fact warned users of its asbestos-
24 containing products regarding the potential hazards and risks of
25 use of and exposure to asbestos-containing products. Therefore,
26 this interrogatory is inapplicable to this defendant.

27 ANSWER TO INTERROGATORY NO. 122:

28 KAISER GYPSUM contends that it did not conspire with others

1 to allow asbestos products to be used without adequate warnings,
2 or without any warnings, regarding the hazards or risks of use of
3 and/or exposure thereto. KAISER GYPSUM in fact labelled its
4 asbestos-containing products with a warning which was in
5 compliance with federal regulations relating to occupational,
6 safety and health standards. Additionally, KAISER GYPSUM
7 disseminated technical bulletins which prescribed the use of
8 respirators during spray application of certain products.
9 Therefore, in view of the fact that KAISER GYPSUM provided
10 warnings, the logical conclusion is that it did not conspire with
11 others to avoid such warnings.

12 ANSWER TO INTERROGATORY NO. 123:

13 Various media, industry, and governmental publications have
14 indicated that there is a distinction between various types of
15 employment and exposure to asbestos products relative to those
16 particular types of employment. On the basis of such
17 information, KAISER GYPSUM contends that there is such a
18 distinction. However, this information is based on information
19 and belief derived from these various publications, and not on
20 KAISER GYPSUM's personal knowledge.

21 ANSWER TO INTERROGATORY NO. 124:

22 See response to Interrogatory No. 123; the answer thereto is
23 equally applicable to contentions regarding differences between
24 asbestos fiber types.

25 ANSWER TO INTERROGATORY NO. 125:

26 KAISER GYPSUM is not an "insulation contractor"; therefore,
27 this interrogatory is inapplicable to KAISER GYPSUM.
28

EXHIBIT 2

KAISER GYPSUM CO., INC.

SUPPLIERS OF RAW ASBESTOS

Western Chemical Co.
3270 E. Washington Blvd.
Los Angeles, California

Philip Carey Corp. (Carey Canadian Asbestos)
P.O. Box 15070
Cincinnati, Ohio 45215

Philip Carey Corp.
c/o George T. Rowley Co.
937 N. Front St.
Philadelphia, Pennsylvania

Johns-Manville Sales Corp.
215 Market Street
San Francisco, California

Johns-Manville Sales Corp.
The Mall Building
Chestnut at Fourth
Philadelphia, Pennsylvania 19106

Johns-Manville Sales Corp.
3275 E. Slauson Avenue
Los Angeles, California

Union Carbide Co.
Chemicals and Plastics
22 Battery Street
San Francisco, California 94106

Union Carbide Co.
4979 E. 52nd St.
Los Angeles, California

Union Carbide Corp.
Mining and Minerals Division
Calidria Asbestos
P.O. Box K
King City, California 93930

Union Carbide Corp.
17 Executive Park Drive, N.E.
Atlanta, Georgia

Pacific Asbestos Corp.
Copperopolis, California 95228

E.S. Browning
2321 Yates Ave.
Los Angeles, California

E.S. Browning
493 Deharo St.
San Francisco, California

Loomis Chemical Co.
P.O. Box 17342
Portland, Oregon 97217

Benson Chemical
2728 N.W. Nela
Portland, Oregon 97210

S.H. Ross Co.
1645 McDuff Ave.
Jacksonville, Florida

LIABILITY INSURANCE SCHEDULE

<u>Period</u>	<u>Name & Address of Insurer</u>	<u>Policy Number</u>	<u>Policy Limits</u>
1. December 31, 1950 - December 31, 1953	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XAC135009	\$ 200,000 each person BI \$1,000,000 each occurrence BI Reed Stenhouse has no record of Property Damage Liability for the period December 31, 1950 to December 31, 1959
2. December 31, 1953 - December 31, 1954	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XAC157897	
3. December 31, 1954 - December 31, 1955	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XAC168046	
4. December 31, 1955 - December 31, 1956	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC8240524	
5. December 31, 1956 - December 31, 1957	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC8241682	
6. December 31, 1957 - December 31, 1958	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC8242844	
7. December 31, 1958 - December 31, 1959	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC1225015	
8. December 31, 1959 - December 31, 1964	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC1237800	\$200,000 each person Bodily Injury \$300,000 each occurrence Bodily Injury \$300,000 annual aggregate
9. September 15, 1959 - September 15, 1960	Lloyd's & English Companies c/o C.V. Starr & Co. Three Embarcadero Center San Francisco, CA 94111	LL65520 LL65521	\$ 50,000 Third Party Property Damage \$100,000 excess of \$50,000
10. September 15, 1960 - September 15, 1961	Lloyd's & English Companies through Landis, Pelletier & Parrish c/o Bowes & Co. 333 Market Street San Francisco, CA 94105	LL67476 LL67477	\$ 50,000 Third Party Property Damage \$100,000 excess of \$50,000
11. September 15, 1961 - September 15, 1963	Lloyd's & English Companies through Landis, Pelletier & Parrish c/o Bowes & Co. 333 Market Street San Francisco, CA 94105	LL69260 LL69261	\$ 50,000 Third Party Property Damage \$100,000 excess of \$50,000

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>
11.	September 15, 1963 - October, 1964	Reed Stenhouse has no record
9.	October 1964 - January 29, 1971	Truck Insurance Exchange 4680 Wilshire Blvd. Los Angeles, CA 90051
10.	December 31, 1964 - January 1, 1968	Lloyd's & English Companies c/o J.H. Minet & Co. 100 Leman Street London E 18 HG
10a.	April 22, 1965 - January 1, 1968	Lloyd's & English Companies c/o J.H. Minet & Co. 100 Leman Street London E 18 HG
11.	January 1, 1968 - January 30, 1971	Lloyd's Underwriters J.H. & Minet & Company 100 Leman Street London E. 18 HCr, England
12.	January 30, 1971 - April 1, 1980	Truck Insurance Exchange 4680 Wilshire Blvd. Los Angeles, CA 90051
13.	January 30, 1971 - January 1, 1974	Insurance Co. of State of Pennsylvania c/o C. V. Starr Three Embarcadero Center San Francisco, CA 94111
14.	January 1, 1974 - January 1, 1977	Insurance Co. of State of Pennsylvania c/o C.V. Starr & Company Three Embarcadero Center San Francisco, CA 94111
15.	January 1, 1977 - October 1, 1977	Insurance Co. of State of Pennsylvania C.V. Starr & Company Three Embarcadero Center San Francisco, CA 94111
16.	October 1, 1977 - October 1, 1978	First State Insurance Co. 60 Battery March Street Boston, Mass 02110
	October 1, 1977 - October 1, 1978	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill. 60062
	October 1, 1977 - October 1, 1978	Lexington Insurance 100 Sumner Street Boston, Mass 02110

<u>Policy Number</u>	<u>Policy Limits</u>
of coverage	
35040005	\$100,000 per person \$300,000 per occurrence (Primary Policy)
LUS 1031/A	\$1,000,000 excess of Primary (Program 9)
LUS 1032/A	\$4,000,000 excess of \$1 Million
LUS 1033/A	\$5,000,000 excess of \$5,000,000 (Program 10)
LUS 1066A	\$ 1,000,000 excess of Primary (Program 9)
LUS 1067A	\$ 9,000,000 excess of \$1,000,000
LUS 1068A	\$10,000,000 excess of \$9,000,000
350-40-00	\$500,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage (Primary Policy)
411-4919	\$ 5,000,000 excess of Primary (Program 12)
411-4969	\$15,000,000 excess of \$5,000,000
Unknown	\$ 7,000,000 part of \$10,000,000*
411-4970	\$ 3,000,000 part of \$10,000,000* * \$10,000,000 is in excess of \$20,000,000
4174-5841	\$ 5,000,000 excess of Primary (Program 12)
4174-5842	\$15,000,000 excess of \$5,000,000
4174-5843	\$10,000,000 excess of \$20,000,000
4174-5844	\$20,000,000 excess of \$50,000,000
41777436	\$10,000,000 excess of Primary (Program 12)
41777437	\$15,000,000 excess of \$10,000,000
41777438	\$25,000,000 excess of \$25,000,000
907085	\$ 5,000,000 excess of Primary (Program 12)
63-003-630	\$17,000,000 excess of \$5,000,000
CC5502895	\$12,000,000 part of \$25,000,000*

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>
	October 1, 1977 - October 1, 1978	Columbia Casualty 55 E. Jackson Blvd. Chicago, Ill 60604
	October 1, 1977 - October 1, 1978	Employers Reinsurance P.O. Box 2991 Overland Park, KA 66201
	October 1, 1977 - October 1, 1978	Highlands Insurance 600 Jefferson Street Houston, TX 77002
17.	October 1, 1978 - April 1, 1979	New England Reinsurance Co. 60 Battery March Street Boston, Mass 02110
	October 1, 1978 - April 1, 1979	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill 60062
	October 1, 1978 - April 1, 1979	Lexington Insurance Co. 100 Summer Street Boston, Mass 02110
	October 1, 1978 - April 1, 1979	CIA 55 E. Jackson Blvd. Chicago, Ill 60604
	October 1, 1978 - April 1, 1979	Highlands Insurance Co. 600 Jefferson Street Houston, TX 77002
18.	April 1, 1979 - April 1, 1980	New England Reinsurance Co. 60 Battery March Street Boston, Mass 02110
	April 1, 1979 - April 1, 1980	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill 60062
	April 1, 1979 - April 1, 1980	Lexington Insurance Co. 100 Summer Street Boston, Mass 02110
	April 1, 1979 - April 1, 1980	Columbia Casualty 55 E. Jackson Blvd. Chicago, Ill 60604
	April 1, 1979 - April 1, 1980	American Reinsurance One Liberty Plaza New York, NY 10006

<u>Policy Number</u>	<u>Policy Limits</u>
RIX3652645	\$ 5,000,000 part of \$25,000,000*
PLE21526	\$ 5,000,000 part of \$25,000,000*
30068	\$ 3,000,000 part of \$25,000,000* * \$25,000,000 is in excess of \$22,000,000
684196	\$ 5,000,000 excess of Primary (Program 12)
63005038	\$20,000,000 excess of \$5,000,000
5513539	\$15,000,000 part of \$25,000,000*
RIX4169393	\$ 5,000,000 part of \$25,000,000*
SR30145	\$ 5,000,000 part of \$25,000,000* * \$25,000,000 is in excess of \$25,000,000
684465	\$5,000,000 excess of Primary (Program 12)
63005038	\$20,000,000 excess of \$5,000,000
5513539	\$15,000,000 part of \$25,000,000*
RIX4169393	\$ 5,000,000 part of \$25,000,000*
EUR4007916	\$ 5,000,000 part of \$25,000,000* * \$25,000,000 is in excess of \$25,000,000

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>
18a.	December 7, 1979 - April 1, 1980	Allianz Underwriters P.O. Box 36910 Los Angeles, CA 90036
	December 7, 1979 - April 1, 1980	Pine Top Insurance Greyhound Tower Phoenix, AR 95077
	December 7, 1979 - April 1, 1980	Fireman's Fund Insurance Co. P.O. Box 3395 San Francisco, CA 94119
19	April 1, 1981 - April 1, 1983	Truck Insurance Exchange 4680 Wilshire Blvd. Los Angeles, CA 90051
20.	April 1, 1980 - April 1, 1981	Trans Continental CNA Plaza Chicago, Ill 60685
	April 1, 1980 - April 1, 1981	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill 60062
	April 1, 1980 - April 1, 1981	Lexington Insurance Co. 100 Summer Street Boston, Mass 02110
	April 1, 1980 - April 1, 1981	American Excess One Liberty Plaza New York, NY 10006
	April 1, 1980 - April 1, 1981	Allianz P.O. Box 36910 Los Angeles, CA 90036
	April 1, 1980 - April 1, 1981	Pine Top Greyhound Tower Phoenix, AR 85077
	April 1, 1980 - April 1, 1981	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119
	April 1, 1980 - April 1, 1981 (Excludes May 13, 1980 incident)	Lloyds Underwriters C.T. Bowring & Co., Ltd. The Bowring Bldg. Tower Plaza London, EC3P 3BE England

Policy NumberPolicy Limits

AU5003139	\$15,000,000 part of \$25,000,000*
MLP101684	\$ 10,000,000 part of \$25,000,000* *\$25,000,000 is in excess of \$50,000,000 (Program 18)
XLX1269069	\$25,000,000 excess of \$75,000,000
350-40-00	\$ 500,000 Combined Single Limit \$1,500,000 Annual Aggregate (Primary Policy)
UM006496626	\$10,000,000 excess of Primary (Program 19)
63006576	\$15,000,000 excess of \$10,000,000
5514410	\$20,000,000 part of \$25,000,000*
ELU5073331	\$ 5,000,000 part of \$25,000,000* *\$25,000,000 is in excess of \$50,000,000
AU5003139	\$15,000,000 part of \$25,000,000*
MLP101684	\$ 10,000,000 part of \$25,000,000* *\$25,000,000 is in excess of \$50,000,000
XLX129069	\$25,000,000 excess of \$75,000,000
LUS 1294	\$50,000,000 excess of \$100,000,000

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>	<u>Policy Number</u>	<u>Policy Limits</u>
21.	April 1, 1981 - April 1, 1983	Lloyds Underwriters C.T. Bowring & Co., Ltd. The Bowring Bldg. Tower Plaza London, EC3P 3BE England	LUS 1324	\$ 5,000,000 excess of Primary (Program 19)
	April 1, 1981 - April 1, 1983	Lloyds Underwriters C.T. Bowring & Co., Ltd. The Bowring Bldg. Tower Plaza London, EC3P 3BE England	LUS 1325	\$20,000,000 excess of \$5,000,000
21a.	April 1, 1981 - April 1, 1982	Lloyds Underwriters C.T. Bowring & Co., Ltd. The Bowring Bldg. Tower Plaza London, EC3P 3BE England	LUS 1326	\$25,000,000 excess of \$25,000,000 (Program 21)
	April 1, 1981 - April 1, 1982	Landmark Insurance 3550 Wilshire Blvd. Los Angeles, CA 90010	FE4001206	\$25,000,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Industrial Indemnity P.O. Box 3660 San Francisco, CA 94120	JE8312723	\$ 25,000,000 part of \$50,000,000* * \$50,000,000 is in excess of \$50,000,000
	April 1, 1981 - April 1, 1982	Firemans Fund P.O. Box 3395 San Francisco, CA 94119	XIX1372713	\$30,000,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Mutual Fire Marine & Inland 1200 Three Parkway Philadelphia, PA 19102	EL104518	\$ 7,500,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Pine Top Insurance Greyhound Tower Phoenix, AR 85077	MLP102700	\$ 6,250,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Old Republic P.O. Box 789 Greensburg, PA 15601	OZX12430	\$ 6,250,000 part of \$50,000,000* * \$50,000,000 is in excess of \$100,000,000
21b.	April 1, 1982 - April 1, 1983	Lloyds Underwriters C.T. Bowring & Co., Ltd. The Bowring Bldg. Tower Plaza London, EC3P 3BE England	LUS 1355	\$25,000,000 excess of \$25,000,000 (Program 21)
	April 1, 1982 - April 1, 1983	Highlands Insurance Co. Cullen Center Bank Bldg. Houston, TX 77002	SDR30269	\$10,000,000 part of \$50,000,000*
	April 1, 1982 - April 1, 1983	Industrial Indemnity Co. P.O. Box 3660 San Francisco, CA 94120	JE8312723	\$25,000,000 part of \$50,000,000*

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>
	April 1, 1983 - April 1, 1984	First State Insurance Co.
	April 1, 1983 - April 1, 1984	Fireman's Fund Insurance
	April 1, 1983 - April 1, 1984	Great Southwest Fire Insurance Company
	April 1, 1983 - April 1, 1984	National Casualty Ins. Co.
	April 1, 1983 - April 1, 1984	International Insurance Co.
	April 1, 1983 - April 1, 1984	First State Insurance Co.

Policy NumberPolicy Limits

933597	\$ 5,000,000 part of \$50,000,000* *\$50,000,000 is in excess of \$50,000,000
XLX1482790	\$29,000,000 part of \$50,000,000*
XL13756	\$ 2,000,000 part of \$50,000,000*
XI000036	\$ 2,000,000 part of \$50,000,000*
522-032-591-7	\$13,000,000 part of \$50,000,000*
933598	\$ 4,000,000 part of \$50,000,000* *\$50,000,000 is in excess of \$100,000,000

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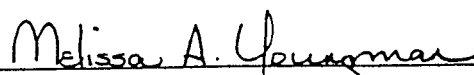
VERIFICATION

I, the undersigned, say:

I have read the foregoing document; to the extent that the information set forth in the foregoing document is personally known to me, the information is true and correct to the best of my knowledge; to the extent that the information set forth in the foregoing document is not known personally to me but is required by law to be provided in the said responses, I believe the responses to be correct; to the extent that the responses state legal objections or contain legal conclusions, the responses have been prepared by my attorneys based on their work product and other information known to them, and are not within my personal knowledge.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed at Oakland, California this 14th
day of August 19 87.


MELISSA A. YOUNGMAN
Assistant Treasurer

1 GABRIEL A. JACKSON, ESQ. (State Bar No. 98119)
2 PAUL J. GAMBA, ESQ. (State Bar No. 146097)
3 JACKSON & WALLACE LLP
4 580 California Street, 15th Floor
5 San Francisco, CA 94104
6 (415) 982-6300

7 Attorneys For Defendant
8 KAISER GYPSUM COMPANY, INC.

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BRAYTON PURCELL
CURTIS & GEAGAN
HAND — VERNIGHT — MAIL —

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 IN AND FOR THE COUNTY OF SAN FRANCISCO

POS _____
VERIF _____

LDF _____

TD/TSC _____

11 IN RE: SAN FRANCISCO COUNTY
12 COMPLEX ASBESTOS LITIGATION

No. 828684

13 KAISER GYPSUM COMPANY,
14 INC.'S FIRST UPDATED
15 RESPONSES TO PLAINTIFFS'
16 STANDARD INTERROGATORIES
17 TO DEFENDANTS

18 PROPOUNDING PARTY: Plaintiffs

19 RESPONDING PARTY: Defendant KAISER GYPSUM COMPANY, INC.

20 SET: Standard

21 DATE: July 30, 1999

22 COMES NOW defendant KAISER GYPSUM COMPANY, INC. (hereinafter
23 "KAISER GYPSUM") and provides the following First Updated Responses to Plaintiffs'
24 Standard Interrogatories To All Defendants propounded pursuant to San Francisco
25 County Complex Asbestos Litigation General Order No. 129:

26 ///

27 ///

28 ///

///

PRODUCTS

1 H. No.

2 **RESPONSE TO INTERROGATORY NO. 31:**

3 **I. Kaiser Gypsum's Business: Gypsum Plaster, Gypsum Lath, and Gypsum**
4 **Wallboard - No Asbestos Used**

5 KAISER GYPSUM was organized by Henry J. Kaiser (1882-1967), the famous
6 industrialist and World War II hero, in 1952 and terminated its United States sales and
7 manufacturing in 1978. Between 1952 and 1978, KAISER GYPSUM's principal
8 business consisted of manufacturing and marketing gypsum plaster, gypsum lath and
9 gypsum wallboard. These products never contained asbestos. The word "gypsum" is
10 derived from the Greek word "gypso," meaning chalk. Gypsum plaster is sometimes
11 called Plaster of Paris. Gypsum occurs in nature in rock form, and is found in abundance
12 in Baja California, Mexico.

13 **A. Wallboard Joint Compounds - Asbestos Used As A Component**

14 When the walls or ceilings of a room are made from gypsum wallboard, large
15 pieces of wallboard are installed side by side, leaving small spaces where two pieces of
16 wallboard meet. These spaces need to be filled so that they cannot be seen after the wall
17 is painted or covered with wallpaper. The products used to perform that task are called
18 joint compounds or joint finishing compounds. At the time of use, these joints
19 compounds are thick putty or mud-like substances, which permits them to be pushed into
20 the spaces and smoothed with a putty knife or spatula. Paper or cloth reinforcing tape is
21 pushed into the joint compound to help prevent cracking as the joint compound dries.
22 The joint compound dries to form a hard rock-like substance.

23 KAISER GYPSUM manufactured and marketed such wallboard joint compounds,
24 and prior to the mid-1970's, these joint compounds contained a small percentage of
25 chrysotile asbestos as a component. The purpose of the chrysotile asbestos component
26 was to prevent cracks from forming as the joint compound dried. "Asbestos" is the Greek
27 word for "incombustible," which refers to things that will not burn. Chrysotile is the
28 most common form of asbestos used in products in the United States. Chrysotile is a

1 fibrous rock material derived from the rock "serpentine" which is very common in
2 California, where it is the "state rock."

3 These KAISER GYPSUM products were:

- 4 1. Joint Cement/Joint Compound
- 5 2. Finishing (Topping) Compound
- 6 3. 3-Purpose Wallboard Compound
- 7 4. One-Day Joint Compound
- 8 5. Pre-mix Joint Compound
- 9 6. Pre-mix Finishing Compound
- 10 7. Pre-mix Dual Purpose Joint Compound
- 11 8. Pre-mix Topping Compound
- 12 9. Laminating Compound

13 KAISER GYPSUM's separate responses to interrogatory subparts (a)-(f) for each
14 of these products are as follows:

15 1. **Joint Cement/Joint Compound**

16 a. The trade name of this product originally was Kaiser Joint Cement;
17 in about 1957 it was changed to Kaiser Joint Compound.

18 b. KAISER GYPSUM marketed Kaiser Joint Cement in 1952, but did
19 not itself manufacture all of the product sold. KAISER GYPSUM does not know
20 whether the non-manufactured product marketed in 1952 contained asbestos as a
21 component. KAISER GYPSUM began manufacturing Kaiser Joint Cement in 1952 or
22 1953, at which time chrysotile asbestos was used as a component.

23 c. KAISER GYPSUM last manufactured Kaiser Joint Compound
24 with chrysotile asbestos as a component in 1975.

25 d. The KAISER GYPSUM California plants that made this product
26 were located at Redwood City and Antioch. These plants were in operation at different
27 times. The product was manufactured at Redwood City from 1952 or 1953 to 1957 and
28 at Antioch from 1957 to 1975. Because of the heavy weight of the product, low profit

1 margin, and high transportation costs, distribution tended to center around the location of
2 the manufacturing plant. The product consisted primarily of minerals including casein or
3 polyvinyl, clay, talc, limestone, and mica. The product manufactured in KAISER
4 GYPSUM's California plants included between 8% by weight and 16% by weight
5 chrysotile asbestos as a component, depending on the formula in effect at a given date.

6 e. This product was a white to off-white powder. It was packaged
7 and sold in sacks of 10 lbs. to 25 lbs., and in boxes of 5 and 18 lbs. Each container was
8 labeled with the name of the manufacturer, KAISER GYPSUM COMPANY, INC., the
9 name of the product, and directions for its use.

10 f. This product was a dry powder which, when mixed with water,
11 formed a thick paste. Upon application it dried to a hard, durable surface. It was used to
12 fill gypsum wallboard joints, embed joint reinforcing tape, finish joints, and to cover and
13 finish nail heads and metal cornerbead.

14 2. Finishing (Topping) Compound

15 a. The trade name of this product was Kaiser Gypsum Finishing
16 (Topping) Compound.

17 b. KAISER GYPSUM began manufacturing Finishing (Topping)
18 Compound in 1955, and chrysotile asbestos was used as a component at that time.

19 c. KAISER GYPSUM last manufactured Finishing (Topping)
20 Compound with chrysotile asbestos as a component in 1975.

21 d. The KAISER GYPSUM California plants that made this product
22 were located at Redwood City and Antioch. These plants were in operation at different
23 times. The product was manufactured at Redwood City from 1955 to 1957 and at
24 Antioch from 1957 to 1975. Because of the heavy weight of the product, low profit
25 margin, and high transportation costs, distribution tended to center around the location of
26 the manufacturing plant. This product consisted primarily of minerals including casein or
27 polyvinyl, clay, talc, limestone, and mica. The product included between 5.3% by weight
28 and 16% by weight chrysotile asbestos as a component, depending on the formula in

1 effect at a given time.

2 e. This product was a white to off-white powder. It was packaged
3 and sold in sacks of 25 lbs. Each container was labeled with the name of the
4 manufacturer, KAISER GYPSUM COMPANY, INC., the name of the product, and
5 instructions for its use.

6 f. This product was a dry powder which, when mixed with water,
7 formed a thick paste. Upon application it dried to a hard, durable surface. It was used to
8 top and finish gypsum wallboard joints.

9 **3. 3-Purpose Wallboard Compound**

10 a. The trade name of this product was Kaiser Gypsum 3-Purpose
11 Wallboard Compound.

12 b. KAISER GYPSUM began manufacturing 3-Purpose Wallboard
13 Compound in 1968, and chrysotile asbestos was used as a component at that time.

14 c. KAISER GYPSUM last manufactured 3-Purpose Wallboard
15 Compound with chrysotile asbestos as a component in 1975.

16 d. The KAISER GYPSUM California plant that made this product
17 was located at Antioch. Because of the heavy weight of this product, low profit margin,
18 and high transportation costs, distribution tended to center around the location of the
19 manufacturing plant. This product consisted primarily of minerals including casein or
20 polyvinyl, clay, talc, limestone, and mica. The product included between 5.1% by weight
21 and 14.2% by weight chrysotile asbestos as a component, depending on the formula in
22 use at the time.

23 e. The product was a white to off-white powder. It was packaged and
24 sold in sacks of 25 lbs. Each sack was labeled with the name of the manufacturer,
25 KAISER GYPSUM COMPANY, INC., the name of the product, and directions for its
26 use.

27 f. This product was a dry powder which, when mixed with water,
28 formed a thick paste. Upon application it dried to a hard, durable surface. It was used to

1 tape, top and finish gypsum wallboard joints, nailheads, and metal cornerbead.

2 **4. One-Day Joint Compound**

3 a. The trade name of this product was Kaiser Gypsum One-Day Joint
4 Compound Powder.

5 b. KAISER GYPSUM last manufactured One Day Joint Compound
6 Powder in 1968, and chrysotile asbestos was used as a component at that time.

7 c. KAISER GYPSUM last manufactured One Day Joint Compound
8 Powder with chrysotile asbestos as a component in 1975.

9 d. The KAISER GYPSUM California plants that made this product
10 were located at Santa Ana and Antioch. Because of the heavy weight of the product, low
11 profit margin, and high transportation costs, distribution tended to center around the
12 location of the manufacturing plant. The product consisted primarily of casein limestone,
13 and mica. The product included 3.4% by weight chrysotile asbestos as a component.

14 e. This product was a white to off-white powder. It was packaged
15 and sold in sacks of 25 lbs. Each sack was labeled with the name of the manufacturer,
16 KAISER GYPSUM COMPANY, INC., the name of the product, and directions for its
17 use.

18 f. This product was a dry powder which, when mixed with water,
19 formed a thick paste. Upon application it dried to a hard, durable surface. It was used to
20 fill gypsum wallboard joints, embed joint reinforcing tape, finish joints, and to cover and
21 finish nailhead and metal cornerbead.

22 **5. Pre-Mix Joint Compound**

23 a. The trade name of this product was Kaiser Gypsum Pre-Mix Joint
24 Compound.

25 b. KAISER GYPSUM began manufacturing Pre-Mix Joint
26 Compound in 1959, and chrysotile asbestos was used as a component at that time.

27 c. KAISER GYPSUM last manufactured Pre-Mix Joint Compound
28 with chrysotile asbestos as a component in 1962.

1 d. The KAISER GYPSUM California plant that made this product
2 was located at Long Beach. Because of the heavy weight of the product, low profit
3 margin, and high transportation cost, distribution tended to center around the location of
4 the manufacturing plant. This product consisted primarily of minerals including casein or
5 polyvinyl, clay, talc, limestone, and mica. The product included chrysotile asbestos as a
6 component. The percentage presently is unknown. Investigation is continuing.

7 e. This product was a white to off-white colored paste. It was
8 packaged and sold in cans of 4 or 5 gallons and in cartons of 5 gallons. Each container
9 was labeled with the name of the manufacturer, KAISER GYPSUM COMPANY, INC.,
10 the name of the product, and directions for its use.

11 f. This product was a thick paste-like material which, upon
12 application, dried to a hard, durable surface. It was used to fill gypsum wallboard joints,
13 embed joint reinforcing tape, finish joints, and to cover and finish nailheads and
14 cornerbead.

15 6. Pre-Mix Finishing Compound

16 a. The trade name of this product was Kaiser Gypsum Pre-Mix
17 Finishing Compound.

18 b. KAISER GYPSUM began manufacturing Pre-Mix Finishing
19 Compound in 1959, and chrysotile asbestos was used as a component at that time.

20 c. KAISER GYPSUM last manufactured Pre-Mix Finishing
21 Compound with chrysotile asbestos as a component in 1962.

22 d. The KAISER GYPSUM California plant that made this product
23 was located at Long Beach. Because of the heavy weight of this product, low profit
24 margin, and high transportation cost, distribution tended to center around the location of
25 the manufacturing plant. This product consisted primarily of minerals including casein or
26 polyvinyl, clay, talc, limestone, and mica. The product included chrysotile asbestos as a
27 component. The percentage presently is unknown. Investigation is continuing.

28 e. This product was a white to off-white colored paste. It was

1 packaged and sold in cans of 4 or 5 gallons and in cartons of 5 gallons. Each container
2 was labeled with the name of the manufacturer, KAISER GYPSUM COMPANY, INC.,
3 the name of the product, and directions for its use.

4 g. This product was a thick paste-like material which, upon
5 application, dried to a hard, durable surface. It was used to finish gypsum wallboard
6 joints and to cover and finish nailheads and cornerbead.

7 **7. Pre-Mix Dual Purpose Joint Compound**

8 a. The trade name of this product was Kaiser Gypsum Pre-Mix Dual
9 Purpose Joint Compound.

10 b. KAISER GYPSUM began manufacturing Pre-Mix Dual Purpose
11 Joint Compound in 1960, and chrysotile asbestos was used as a component at that time.

12 c. KAISER GYPSUM stopped manufacturing Pre-Mix Dual Purpose
13 Joint Compound with chrysotile asbestos as a component in 1975.

14 d. The KAISER GYPSUM California plants that made this product
15 were located at Long Beach, Antioch and Santa Ana. Because of the heavy weight of the
16 product, low profit margin, and high transportation costs, distribution tended to center
17 around the location of the manufacturing plant. This product consisted primarily of
18 minerals including polyvinyl, clay, talc, limestone, and mica. The product included
19 between 1.5% by weight and 6% by weight chrysotile asbestos as a component,
20 depending on the formula in effect at a given date.

21 e. This product was a white to off-white or light buff-colored paste.
22 It was packaged and sold in 5-gallon cans or plastic pails, and 4 or 5-gallon cartons.
23 Beginning in 1966, small amounts were sold in 5-quart plastic buckets as an
24 accommodation product for lumber dealers under the name 3-Purpose Premix
25 Compound. Each container was labeled with the name of the manufacturer, KAISER
26 GYPSUM COMPANY, INC., the name of the product, and directions for its use.

27 f. This product was a thick paste-like material which, upon
28 application, dried to a hard, durable surface. It was used to finish gypsum wallboard

1 joints, embed joint reinforcing tape, finish joints, and to cover and finish nailheads and
2 metal cornerbead.

3 **8. Pre-Mix Topping Compound**

4 a. The trade name of this product was Kaiser Gypsum Pre-Mix
5 Topping Compound.

6 b. KAISER GYPSUM began manufacturing Pre-Mix Topping
7 Compound in 1968, and chrysotile asbestos was used as a component at that time.

8 c. KAISER GYPSUM last manufactured Pre-Mix Topping
9 Compound with chrysotile asbestos as a component in 1976.

10 d. The KAISER GYPSUM California plants that made this product
11 were located at Santa Ana and Antioch. Because of the heavy weight of the product, low
12 profit margin, and high transportation costs, distribution tended to center around the
13 location of the manufacturing plant. This product consisted primarily of minerals
14 including casein or polyvinyl, clay, talc, limestone, and mica. The product included
15 between 0.9% by weight and 2% by weight chrysotile asbestos as a component,
16 depending on the formula in effect at a given date.

17 e. This product was a white to off-white or light buff-colored paste.
18 It was packaged and sold in metal and plastic buckets of 4 or 5-gallons and in cartons of 4
19 gallons. Each container was labeled with the name of the manufacturer, KAISER
20 GYPSUM COMPANY, INC., the name of the product, and directions for its use.

21 f. This product was a thick paste-like material which, upon
22 application, dried to a hard, durable surface. It was used to top and finish gypsum
23 wallboard joints.

24 **9. Laminating Compound**

25 a. The trade name of this product was Kaiser Gypsum Laminating
26 Compound.

27 b. KAISER GYPSUM began manufacturing Laminating Compound
28 in 1961, at which time chrysotile asbestos was used as a component.

1 c. KAISER GYPSUM last manufactured Kaiser Gypsum Laminating
2 Compound with chrysotile asbestos as a component in 1972, at which time the product
3 was discontinued.

4 d. The KAISER GYPSUM California plants that made this product
5 were located at Antioch and Santa Ana. These plants were in operation at different times.
6 The product was manufactured at Antioch from 1961 through 1970 and at Santa Ana in
7 1971 and 1972. Because of the heavy weight of the product, low profit margin, and high
8 transportation costs, distribution tended to center around the location of the
9 manufacturing plant. The product consisted primarily of soya flour, and limestone. The
10 product included between 6.5% by weight and 10% by weight chrysotile asbestos as a
11 component, depending upon the formula in effect at a given date.

12 e. This product was a white to off-white powder. It was packaged
13 and sold in sacks of 25 lbs. Each container was labeled with the name of the
14 manufacturer, KAISER GYPSUM COMPANY, INC., the name of the product, and
15 directions for its use.

16 f. This product was a dry powder, which, when mixed with water,
17 formed a thick paste. It was used as an adhesive to laminate one piece of gypsum
18 wallboard to another, which was occasionally done to create gypsum drywall partitions
19 having thicker wallboard than could be created by a single sheet.

20 KAISER GYPSUM's responses to interrogatory subparts g.-j. applicable to all of
21 the eight wallboard joint compound products discussed above are as follows:

22 g. KAISER GYPSUM is unsure as to the intended meaning of "The
23 U.S. Government's 'Qualified Products List'," but has no knowledge that any of its
24 wallboard joint compound products ever appeared on such a list.

25 h. KAISER GYPSUM is aware of the following suppliers of
26 chrysotile asbestos:

27 Harrison & Crosfield
28 Carmonia Chemical Co.
Western Chemical Co.

1 Philip Carey Corp. (Carey Canadian Asbestos)
2 Johns-Manville
3 Union Carbide Corp.
4 E.S. Browning

5 Current addresses, if any, are not known to KAISER GYPSUM. Most of the
6 specific time periods during which these firms supplied asbestos are unknown.

7 i. (1 - 3) KAISER GYPSUM sold such products to customers consisting
8 largely of building contractors or building materials dealers.

9 KAISER GYPSUM has some retained sales orders and sales invoices for some
10 years which identify the purchasers of KAISER GYPSUM products, the dates of sale, the
11 amount of each product sold and, in some cases, the sites to which the products were to
12 be delivered. Sales orders and invoices are not organized by type of product (and often
13 individual documents cover sales of multiple products). KAISER GYPSUM has
14 previously made available to plaintiff's attorneys its retained sales records covering sales
15 to customers in the Geographic Area.

16 j. KAISER GYPSUM has previously made available to plaintiff's
17 attorneys responsive documents sufficient to substantiate the above information.
18 KAISER GYPSUM regards and maintains its product formulas as confidential business
19 information. Incidental to the sale of production facilities in which asbestos-containing
20 products were previously manufactured, KAISER GYPSUM transferred its trade secrets,
21 intangible property rights, and other confidential and proprietary business information,
22 and assumed obligations to maintain their confidentiality.

23 **B. Decorative Texture Finishes For Interior Walls Or Ceilings - Asbestos**
24 **Used As A Component**

25 Drywall partitions or walls made from gypsum wallboard are sometimes
26 decorated with wall covering or wallpaper that is fixed to the wall by an adhesive or glue.
27 On other occasions, such walls are finished by painting them. There are many varieties
28 of paint, including some that are intended to create a textured surface (rather than a
smooth surface). KAISER GYPSUM manufactured and marketed several texture paint

1 products that, during certain years, used chrysotile asbestos as one of numerous
2 components. Drywall ceilings are sometimes finished with decorative products, as are
3 the cement slab ceilings found in some high-rise buildings. KAISER GYPSUM also
4 manufactured and marketed decorative texture products for use on such interior ceilings
5 that, during certain years, used chrysotile asbestos as one of numerous components. The
6 KAISER GYPSUM decorative wall and ceiling texture products were:

- 7 1. Cover-Tex Texture Paint
- 8 2. Spray-Tex or Spray Cover-Tex Texture Paint
- 9 3. Kaiser-Tex Texture Paint
- 10 4. Cover-Tex (TSS) Wall Texture
- 11 5. K-Spray Ceiling Texture

12 KAISER GYPSUM's responses to interrogatory subparts (a)-(f) for each of these
13 products are as follows:

14 1. **Cover-Tex Texture Paint**

15 a. The trade name of this product was Cover-Tex Texture Paint.

16 b. KAISER GYPSUM marketed Cover-Tex Texture Paint in 1952,
17 but it did not itself manufacture all of the product sold. KAISER GYPSUM does not
18 know whether the non-manufactured product marketed in 1952 contained asbestos.
19 KAISER GYPSUM began manufacturing this product in 1953, at which time chrysotile
20 asbestos was used as a component.

21 c. KAISER GYPSUM last manufactured Cover-Tex Texture Paint
22 with chrysotile asbestos as a component in 1967, when the product was discontinued.

23 d. The KAISER GYPSUM California plants that made this product
24 were located in Redwood City and Antioch. These plants were in operation at different
25 times. The product was manufactured at Redwood City from 1953 through 1957 and at
26 the Antioch plant from 1957 through 1967. Because of the heavy weight of the product,
27 low profit margin, and high transportation costs, distribution tended to center around the
28 location of the manufacturing plant. The product consisted primarily of casein,

1 limestone, and mica. The product included between 4.4% by weight and 8.6% by weight
2 chrysotile asbestos as a component, depending upon the formula in effect at a given date.

3 e. This product was a white to off-white powder. It was packaged
4 and sold in sacks of 25 lbs. and of 50 lbs. Each container was labeled with the name of
5 the manufacturer, KAISER GYPSUM COMPANY, INC., the name of the product, and
6 directions for its use.

7 f. This product was a dry powder which, when mixed with water
8 formed a texture paint. It was used to produce texture effects over gypsum wallboard
9 surfaces.

10 **2. Spray-Tex Or Spray Cover-Tex Texture Paint**

11 a. The initial trade name of this product was Spray-Tex. It was later
12 changed to Spray Cover-Tex Texture Paint.

13 b. KAISER GYPSUM last manufactured Spray Cover-Tex Texture
14 Paint with chrysotile asbestos as a component in 1967, when the product was
15 discontinued.

16 d. The KAISER GYPSUM California plants that made this product
17 were located in Redwood City and Antioch. These plants were in operation at different
18 times. The product was manufactured at Redwood City from 1956 through 1957 and at
19 the Antioch plant from 1957 through 1967. Because of the heavy weight of the product,
20 low profit margin, and high transportation costs, distribution tended to center around the
21 location of the manufacturing plant. The product consisted primarily of casein,
22 limestone, and mica. The product included between 6.6% by weight and 36.6% by
23 weight chrysotile asbestos as a component, depending upon the formula in effect at a
24 given date.

25 e. This product was a white to off-white powder. However, some
26 colored versions of the product were offered. It was packaged and sold in sacks of 25 lbs.
27 and of 50 lbs. Each container was labeled with the name of the manufacturer, KAISER
28 GYPSUM COMPANY, INC., the name of the product, and directions for its use.

1 f. This product was a dry powder which, when mixed with water,
2 formed a texture paint that was used to produce texture effects over gypsum wallboard
3 surfaces.

4 3. Kaiser-Text Texture Paint

5 a. The trade name of this product was Kaiser-Text Texture Paint.

6 b. KAISER GYPSUM marketed Kaiser-Text Texture Paint in 1952,
7 but it did not itself manufacture all of the product sold. KAISER GYPSUM does not
8 know whether the non-manufactured product marketed in 1952 contained asbestos.
9 KAISER GYPSUM began manufacturing this product in 1952 or 1953, at which time
10 chrysotile asbestos was used as a component.

11 c. KAISER GYPSUM last manufactured Kaiser-Text texture paint
12 with chrysotile asbestos as a component in 1967, when the product was discontinued.

13 d. The KAISER GYPSUM California plants that made this product
14 were located in Redwood City and Antioch. These plants were in operation at different
15 times. The product was manufactured at Redwood City from 1952 or 1953 through 1957
16 and at the Antioch plant from 1957 through 1967. Because of the heavy weight of the
17 product, low profit margin, and high transportation costs, distribution tended to center
18 around the location of the manufacturing plant. The product consisted primarily of
19 casein, limestone, and mica. The product included between 4.0% by weight and 8.0% by
20 weight chrysotile asbestos as a component, depending upon the formula in effect at a
21 given date.

22 e. This product was a white to off-white powder; however, some
23 colored paints were sold. It was packaged and sold in sacks of 10 lbs. and of 25 lbs.
24 Each container was labeled with the name of the manufacturer, KAISER GYPSUM
25 COMPANY, INC., the name of the product, and directions for its use.

26 f. This product was a dry powder which, when mixed with water,
27 formed a texture paint. It was used to produce texture effects over gypsum wallboard
28 surfaces.

1 4. **Cover-Tex (TSS) Wall Texture**

2 a. The trade name of this product was Kaiser Gypsum Cover-Tex
3 (TSS) Wall Texture Paint.

4 b. KAISER GYPSUM began manufacturing Cover-Tex Wall Texture
5 in 1968, at which time chrysotile asbestos was used as a component.

6 c. KAISER GYPSUM last manufactured Cover-Tex Wall Texture
7 with chrysotile asbestos as a component in 1975.

8 d. The KAISER GYPSUM California plants that manufactured this
9 product were Santa Ana and Antioch. The product was manufactured at Santa Ana from
10 1968 through 1975 and at the Antioch plant from 1968 through 1975. Because of the
11 heavy weight of the product, low profit margin, and high transportation costs, distribution
12 tended to center around the location of the manufacturing plant. The product consisted
13 primarily of casein, limestone, and mica. The product included between 4.2% by weight
14 and 8.7% by weight chrysotile asbestos as a component, depending upon the formula in
15 effect at a given date.

16 e. The product was a white to off-white powder. It was packaged and
17 sold in 50 lb. sacks. Each container was labeled with the name of the manufacturer,
18 KAISER GYPSUM COMPANY, INC., the name of the product, and directions for its
19 use.

20 f. This was a dry powder which, when mixed with water, formed a
21 paint-like product designed for hand or spray application. When dry, it produced a hard,
22 durable surface. It was used to produce texture effects over gypsum wallboard surfaces.

23 5. **K-Spray Ceiling Texture**

24 a. The trade name of this product was Kaiser Gypsum K-Spray
25 Ceiling Texture.

26 b. KAISER GYPSUM began manufacturing K-Spray Ceiling Texture
27 in 1961, at which time chrysotile asbestos was used as a component.

28 c. KAISER GYPSUM last manufactured K-Spray Ceiling Texture

1 with chrysotile asbestos as a component in 1975.

2 d. The KAISER GYPSUM California plants that manufactured this
3 product were Santa Ana and Antioch. The product was manufactured at Santa Ana from
4 1973 through 1975 and at the Antioch plant from 1961 through 1971. Because of the
5 heavy weight of the product, low profit margin, and high transportation costs, distribution
6 tended to center around the location of the manufacturing plant. The product consisted
7 primarily of casein, limestone, and mica. The product included between 1.3% by weight
8 and 9.9% by weight chrysotile asbestos as a component, depending upon the formula in
9 effect at a given date.

10 e. The product was a white powder with either a mineral or
11 polystyrene aggregate. It was packaged and sold in 32 lb. sacks. Each container was
12 labeled with the name of the manufacturer, KAISER GYPSUM COMPANY, INC., the
13 name of the product, and directions for its use.

14 f. This was a dry powder which, when mixed with water, formed a
15 paint-like product designed for spray application. When dry, it produced a hard, durable
16 surface. It was used to produce texture effects over gypsum wallboard or interior
17 concrete ceilings.

18 KAISER GYPSUM's responses to interrogatory subparts g.-j. applicable to all of
19 the five decorative texture products discussed above are as follows:

20 g. KAISER GYPSUM is unsure as to the intended meaning of "The
21 U.S. Government's 'Qualified Products List,'" but has no knowledge that any of its
22 decorative texture products ever appeared on such a list.

23 h. KAISER GYPSUM is aware of the following suppliers of
24 chrysotile asbestos:

25 Harrison & Crosfield
26 Carmonia Chemical Co.
27 Western Chemical Co.
28 Philip Carey Corp. (Carey Canadian Asbestos)
Johns-Manville
Union Carbide Corp.
E.S. Browning

1 Current addresses, if any, are not known to KAISER GYPSUM. Most of the
2 specific time periods during which these firms supplied asbestos are unknown.

3 i. (1 - 3) KAISER GYPSUM sold such products to customers consisting
4 largely of building contractors or building materials dealers.

5 KAISER GYPSUM has some retained sales orders and sales invoices for some
6 years which identify the purchasers of KAISER GYPSUM products, the dates of the
7 sales, the amount of each product sold, and, in some cases, the sites to which the products
8 were to be delivered. Sales orders and invoices are not organized by type of product (and
9 often individual documents cover sales of multiple products). KAISER GYPSUM has
10 previously made available for inspection its retained sales records covering sales to
11 customers in the Geographic Area.

12 j. KAISER GYPSUM has made available for inspection to plaintiffs'
13 attorneys responsive documents sufficient to substantiate the above information.
14 KAISER GYPSUM regards and maintains its product formulas as confidential business
15 information. Incidental to the sale of production facilities in which asbestos-containing
16 products were previously manufactured, KAISER GYPSUM transferred its trade secrets,
17 intangible property rights, and other confidential and proprietary business information,
18 and assumed obligations to maintain their confidentiality.

19 **C. Electric Radiant Heat System Finishing Products - Asbestos Used As**
20 **A Component**

21 In areas where electricity was expected to be particularly inexpensive, some
22 houses and apartments were constructed with electric radiant heating systems. In some
23 such radiant heating systems, grooves were cut in gypsum wallboard ceilings and
24 electrical heating cables secured in the grooves. The groove-cracks were then filled and
25 the ceiling covered with a decorative finish. In other systems, electric heating wires were
26 stapled to the surface of wallboard. Then the ceiling was covered with a thick decorative
27 finish that would conceal the heating wires. KAISER GYPSUM made several products
28 for finishing such systems, and these products used chrysotile asbestos as one of

1 numerous components. These KAISER GYPSUM products were:

- 2 1. Filler Compound
- 3 2. Radiant Heat Compound
- 4 3. Radiant Heath Scrimless Surfacing Compound

5 KAISER GYPSUM's responses to interrogatory subparts (a)-(f) for each of these
6 products are as follows:

7 1. **Filler Compound**

- 8 a. The trade name of this product was Kaiser Gypsum Filler
9 Compound.
- 10 b. KAISER GYPSUM began manufacturing Filler Compound in
11 1961, at which time chrysotile asbestos was used as a component.
- 12 c. KAISER GYPSUM last manufactured Filler Compound with
13 chrysotile asbestos as a component in 1972, when the product was discontinued.
- 14 d. The KAISER GYPSUM California plant that made this product
15 was located at Antioch. It manufactured Filler Compound from 1961 to 1970. Because
16 of the heavy weight of the product, the low profit, margin and high transportation costs,
17 distribution tended to center around the location of the manufacturing plant. The product
18 consisted primarily of minerals including limestone, and mica. The product used
19 chrysotile asbestos as a component in its formula, but the amount of asbestos called for in
20 the formula used to manufacture the product at the Antioch plant is uncertain.
21 Investigation is continuing.
- 22 e. This product was a white to off-white powder. It was packaged
23 and sold in sacks of 50 lbs. Each container was labeled which contained the name of the
24 manufacturer, KAISER GYPSUM COMPANY, INC., the name of the product, and
25 directions for its use.
- 26 f. This product was a dry powder, which, when mixed with water,
27 formed a thick paste. Upon application it dried to a hard, durable surface. It was used to
28 cover Radiant Heating System ceiling surfaces.

1 2. **Radiant Heat Compound**

2 a. The trade name of this product was Kaiser Gypsum Radiant Heat
3 Compound.

4 b. KAISER GYPSUM began manufacturing this product in 1968, at
5 which time chrysotile asbestos was used as a component.

6 c. KAISER GYPSUM last manufactured Radiant Heat Compound
7 with chrysotile asbestos as a component in 1974, when the product was discontinued.

8 d. The KAISER GYPSUM California plant that made this product
9 was located in Santa Ana, where it was manufactured from 1968 through 1974. Because
10 of the heavy weight of the product, the low profit margin, and high transportation costs,
11 distribution tended to center around the location of the manufacturing plant. The product
12 consisted primarily of sand and white portland cement. The product included between
13 3.3% by weight and 3.6% by weight chrysotile asbestos as a component.

14 e. This product was a white to off-white powder. It was packaged
15 and sold in sacks of 60 lbs. Each container was labeled with the name of the
16 manufacturer, KAISER GYPSUM COMPANY, INC., the name of the product, and
17 directions for its use.

18 f. This product was a dry powder, which, when mixed with water,
19 formed a thick paste that was used to cover radiant heating cables stapled to ceiling
20 surfaces.

21 3. **Radiant Heat Scrimless Surfacing Compound**

22 a. The trade name of this product was Kaiser Gypsum Radiant Heat
23 Scrimless Surfacing Compound.

24 b. KAISER GYPSUM began manufacturing this product in
25 California in 1972, at which time chrysotile asbestos was used as a component.

26 c. KAISER GYPSUM last manufactured Radiant Heat Scrimless
27 Surfacing Compound with chrysotile asbestos as a component in 1974, when the product
28 was discontinued.

1 d. The KAISER GYPSUM California plant that made this product
2 was located in Santa Ana, where it was manufactured from 1972. Because of the heavy
3 weight of the product, the low profit, margin and high transportation costs, distribution
4 tended to center around the location of the manufacturing plant. The product consisted
5 primarily of sand, silica, flour, and mica. The product included 5% by weight chrysotile
6 asbestos as a component.

7 e. This product was a greenish powder. It was packaged and sold in
8 sacks of 25 lbs. and in sacks of 50 lbs. Each container was labeled with the name of the
9 manufacturer, KAISER GYPSUM COMPANY, INC., the name of the product, and
10 directions for its use.

11 f. This product was a dry powder, which, when mixed with water,
12 formed a thick paste that was used to cover radiant heating cables embedded in ceiling
13 surfaces.

14 KAISER GYPSUM's responses to interrogatory subparts g.-j. applicable to all of
15 the three radiant heating system surfacing products discussed above are as follows:

16 g. KAISER GYPSUM is unsure as to the intended meaning of "The
17 U.S. Government's 'Qualified Products List,'" but has no knowledge that any of its radiant
18 heating system surfacing products ever appeared on such a list.

19 h. KAISER GYPSUM is aware of the following suppliers of
20 asbestos:

21 Harrison & Crosfield
22 Carmonia Chemical Co.
23 Western Chemical Co.
24 Philip Carey Corp. (Carey Canadian Asbestos)
25 Johns-Manville
26 Union Carbide Corp.
27 E.S. Browning

28 Current addresses, if any, are not known to KAISER GYPSUM. Most of the
specific time periods during which these firms supplied asbestos are unknown.

 i. (1 - 3) KAISER GYPSUM sold such products to customers consisting
largely of building contractors or building materials dealers.

1 KAISER GYPSUM has some retained sales orders and sales invoices for some
2 years which identify the purchasers of KAISER GYPSUM products, the dates of the
3 sales, the amount of each product sold, and, in some cases, the sites to which the products
4 were to be delivered. Sales orders and invoices are not organized by type of product (and
5 often individual documents cover sales of multiple products). KAISER GYPSUM has
6 previously made available to plaintiff's attorneys its retained sales records covering sales
7 to customers in the Geographic Area.

8 j. KAISER GYPSUM has previously made available to plaintiff's
9 attorneys responsive documents sufficient to substantiate the above information.
10 KAISER GYPSUM regards and maintains its product formulas as confidential business
11 information. Incidental to the sale of production facilities in which asbestos-containing
12 products were previously manufactured, KAISER GYPSUM transferred its trade secrets,
13 intangible property rights, and other confidential and proprietary business information,
14 and assumed obligations to maintain their confidentiality.

15 **D. Gypsum Wallboard Accessories For Exterior Use - Asbestos Used As**
16 **A Component**

17 KAISER GYPSUM experimented with gypsum wallboard products for use on the
18 exterior surfaces of buildings, but those products proved unsuccessful. KAISER
19 GYPSUM never discovered a way for them to be manufactured that would allow them to
20 effectively withstand the wide variety of weather and temperature conditions that exterior
21 products confront. Those exterior gypsum products were marketed in several test areas
22 and, as in the case of interior gypsum drywall products, required the use of materials to
23 fill the spaces between pieces of gypsum wallboard and to provide a decorative finish.
24 KAISER GYPSUM offered products for those purposes whose components included
25 small percentages of chrysotile asbestos. These products were:

- 26 1. X-Terior Premix Prefill Compound
- 27 2. X-Terior Premix Wall Texture Compound

28 KAISER GYPSUM's responses to interrogatory subparts (a)-(f) for each of these

1 products are as follows:

2 1. **X-Terior Premix Prefill Compound**

3 a. The trade name of this product was Kaiser Gypsum X-Terior
4 Premix Prefill Compound.

5 b.&c. KAISER GYPSUM began and ceased marketing this product
6 during 1975. Chrysotile asbestos was used as a component for the brief period during
7 which this product was manufactured.

8 d. The KAISER GYPSUM California plant that made this product
9 was located at Antioch. The product was marketed in a limited market area where
10 exterior gypsum wallboard was being sold on a test basis. Kaiser Gypsum X-Terior
11 Premix Prefill Compound was made primarily of raw gypsum, PVA emulsion, and mica.
12 The product included 1.5% by weight chrysotile asbestos as a component.

13 e. This product was a white to off-white paste. It was packaged and
14 sold in metal cans and plastic buckets of 60 lbs., and in cartons of 48 lbs. and 60 lbs.
15 Each container was labeled with the name of the manufacturer, KAISER GYPSUM
16 COMPANY, INC., the name of the product, and directions for its use.

17 f. This product was a paste that was used to pre-fill joints in gypsum
18 wallboard installed on building exteriors.

19 2. **X-Terior Premix Wall Texture Compound**

20 a. The trade name of this product was Kaiser Gypsum X-Terior
21 Premix Wall Texture Compound.

22 b.&c. KAISER GYPSUM began and ceased marketing this product
23 during 1975. Chrysotile asbestos was used as a component for the brief period during
24 which this product was manufactured.

25 d. The KAISER GYPSUM California plant that made this product
26 was located at Antioch. The product consisted primarily of limestone, acrylic emulsion,
27 and mica. The product included 1.5% by weight chrysotile asbestos as a component.

28 e. The product was a white to off-white paste. It was packaged and

1 sold in 58 lb. metal cans, plastic buckets and cartons. Each container was labeled with
2 the name of the manufacturer, KAISER GYPSUM COMPANY, INC., the name of the
3 product, and directions for its use.

4 f. This product was a white to off-white paste that was used to
5 provide surface texture to gypsum wallboard on building exteriors.

6 KAISER GYPSUM's responses to interrogatory subparts g.-j. applicable to the
7 two exterior finishing products discussed above are as follows:

8 g. KAISER GYPSUM is unsure as to the intended meaning of "The
9 U.S. Government's 'Qualified Products List,'" but has no knowledge that any of its
10 exterior finishing products ever appeared on such a list.

11 h. KAISER GYPSUM is aware of the following suppliers of
12 chrysotile asbestos:

13 Harrison & Crosfield
14 Carmonia Chemical Co.
15 Western Chemical Co.
16 Philip Carey Corp. (Carey Canadian Asbestos)
17 Johns-Manville
18 Union Carbide Corp.
19 E.S. Browning

20 Current addresses, if any, are not known to KAISER GYPSUM. Most of the
21 specific time periods during which these firms supplied asbestos are unknown.

22 i. (1 - 3): KAISER GYPSUM sold such products to customers consisting
23 largely of building contractors or building materials dealers.

24 KAISER GYPSUM has some retained sales orders and sales invoices for some
25 years which identify the purchasers of KAISER GYPSUM products, the dates of the
26 sales, the amount of each product sold, and, in some cases, the sites to which the products
27 were to be delivered. Sales orders and invoices are not organized by type of product (and
28 often individual documents cover sales of multiple products). KAISER GYPSUM has
previously made available to plaintiff's attorneys its retained sales records covering sales
to customers in the Geographic Area.

j. KAISER GYPSUM has previously made available to plaintiff's

1 attorneys responsive documents sufficient to substantiate the above information.

2 KAISER GYPSUM regards and maintains its product formulas as confidential business
3 information. Incidental to the sale of production facilities in which asbestos-containing
4 products were previously manufactured, KAISER GYPSUM transferred its trade secrets,
5 intangible property rights, and other confidential and proprietary business information,
6 and assumed obligations to maintain their confidentiality. Consistent with those property
7 rights and obligations, KAISER GYPSUM is prepared to produce the formulas for
8 asbestos-containing products marketed in the Geographic Area under a confidentiality
9 agreement.

10 **II. Products Made At Kaiser Gypsum's Oregon Plant**

11 From 1956 to 1978, KAISER GYPSUM owned and operated a plant located at St.
12 Helens, Oregon whose basic capability was to make building construction products by
13 compressing wood fibers extracted from wood chips to make various types of sheets and
14 boards used in constructing buildings.

15 The overwhelming majority of the products KAISER GYPSUM made at its
16 Oregon plant were sold with the trademark "Firtex." No product sold under this trade
17 name ever used asbestos as a component.

18 Firtex products also included materials intended for use on ceilings. One type
19 was tiles that could be glued or tacked to ceilings to reduce noise. Another group of such
20 products was used in suspended ceilings. KAISER GYPSUM found that the
21 manufacturing machinery at its St. Helens, Oregon plant could be used to make ceiling
22 tiles and lay-in boards for suspended ceilings with various types of mineral wool as the
23 principal component (instead of wood chips). KAISER GYPSUM marketed such "Kaiser
24 Gypsum Mineral Fibreboard" products for many years. KAISER GYPSUM never used
25 asbestos as a component in any of its 1-hour fire-rated products.

26 **A. Two-Hour Fire-Rated Mineral Fiberboard, Underwriters'** 27 **Laboratories, Inc. Design - Asbestos Used As A Component**

28 Fire code officials came to insist that in some types of buildings ceiling tiles or

1 This product included 1.6% by weight chrysotile asbestos as a component.

2 e. This product consisted of ceiling tiles and lay-in boards with face
3 side white or colored, and with a perforated or fissured design for acoustical treatment.
4 The tiles were 5/8" by 12" by 12." The lay-in boards came in various sizes, the most
5 common being 1/2" or 5/8" by 24" by 24" and 1/2" or 5/8" by 24" by 48." They were
6 packaged and sold in boxes of various quantities. The boxes contained the name of the
7 manufacturer, KAISER GYPSUM Company, Inc., the name of the product, and other
8 printed material. KAISER GYPSUM's 2-hour fire-rated ceiling tiles and suspended
9 ceiling lay-in board products (in which chrysotile asbestos was used as a component)
10 were required to be specially marked because they looked similar to other KAISER
11 GYPSUM mineral fiberboard ceiling tiles and lay-in boards (that did not contain asbestos
12 as a component) and building inspectors wanted to be able to check to make sure that
13 products with a 2-hour fire resistance classification actually were being used by the
14 building contractor when those had been specified. It is believed that 2-hour fire-rated
15 ceiling tile and suspended ceiling lay-in board were stamped on the back with either the
16 initial "KG" or the word "KAISER GYPSUM." It is believed that this marking was
17 employed during the entire period that the 2-hour fire-rated products were manufactured
18 by KAISER GYPSUM.

19 f. This product was used for acoustical ceiling tile and suspended
20 lay-in board in circumstances where a 2-hour fire resistance classification was specified.

21 g. KAISER GYPSUM is unsure as to the intended meaning of "The
22 U.S. Government's 'Qualified Products List,'" but has no knowledge that any of its 2-hour
23 fire-rated mineral fiberboard products ever appeared on such a list.

24 h. KAISER GYPSUM is aware of the following suppliers of
25 chrysotile asbestos to its St. Helens' Plant:

26 Loomis Chemical Co.
27 Benson Chemical Co.

28 Current addresses, if any, are not known to KAISER GYPSUM. Most of the

Officers & Directors

IN THE SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

SYLVIN W. PICKNER and EVELYN I.)
PICKNER, a married couple,

Plaintiffs,

v.

OWENS CORNING, et al.,

Defendant.

No: 98-2-09390-1 SEA

KAISER GYPSUM COMPANY, INC.'S
RESPONSES TO PLAINTIFFS' FIRST SET
OF INTERROGATORIES AND REQUEST
FOR PRODUCTION OF DOCUMENTS

PROPOUNDING PARTY: SYLVIN W. PICKNER and EVELYN I. PICKNER

RESPONDING PARTY: KAISER GYPSUM COMPANY, INC.

PRELIMINARY STATEMENT

No single person associated with Kaiser Gypsum has the knowledge necessary to supply every answer to these interrogatories and request for production, and a number of individuals who might have had personal knowledge of the matters addressed by these interrogatories are either deceased or no longer employees of Kaiser Gypsum.

KAISER GYPSUM COMPANY, INC.'S RESPONSES
TO PLAINTIFFS' FIRST SET OF
INTERROGATORIES AND REQUEST FOR
PRODUCTION OF DOCUMENTS - 1

ORIGINAL

Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100
Mail Address: P.O. Box 21926
Seattle, Washington 98111-3026

1 Further, Kaiser Gypsum objects to these interrogatories on the grounds that they are vague,
2 ambiguous, overbroad as to time, scope, products and location not in issue, and seek information not
3 relevant to the issues in this lawsuit.

4 Without waiving said objections and in the interest of full disclosure, Kaiser Gypsum responds
5 solely with regard to its Seattle facility and with regard to products identified by plaintiff.

6 Kaiser Gypsum continues its ongoing investigation to locate information regarding the subject
7 matter of these interrogatories and reserves its right to supplement these interrogatory responses as may
8 be necessary, if and when, such further information becomes available.

9 INTERROGATORY NO. 1:

10 State your full legal name, date of incorporation, principle place of business and whether you
11 are a private or public corporation.

12 **RESPONSE:**

13 Kaiser Gypsum Company, Inc. was incorporated on December 1, 1952 in the State of
14 Washington. Its principal place of business is Pleasanton, California, and it is a privately held
15 corporation.

16 INTERROGATORY NO. 2:

17 For each year between 1950 and 1978, identify your officers and directors.

18 **RESPONSE:**

19 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, burdensome,
20 ambiguous, and overbroad, as it contains years when Kaiser Gypsum was not doing business, and thus
21 it is not reasonably calculated to lead to the discovery of admissible evidence. Without waiving said
22 objections, Kaiser Gypsum responds: see Exhibit A attached hereto.

23 INTERROGATORY NO. 3:

24 Please relate your corporate history from 1948 to the present, including, but not limited to, any
25 mergers, acquisitions, name changes or re-incorporations or secession of business operations.

RESPONSE:

1 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous, and
2 overbroad, as it contains years when Kaiser Gypsum was not doing business, and thus it is not
3 reasonably calculated to lead to the discovery of admissible evidence. Without waiving said objections,
4 Kaiser Gypsum responds:

5 Kaiser Gypsum was organized and incorporated in 1952. On June 19, 1952, Permanente Cement
6 Company (later known as Kaiser Cement Corporation) formed a wholly owned subsidiary named Kaiser
7 Gypsum Company. On December 1, 1952, Kaiser Gypsum Company was merged with Pacific Coast
8 Cement Company, a Washington corporation and another subsidiary of Permanente Cement Company.
9 At the time of the merger, Pacific Coast Cement Company had no assets or operations. The name of
10 the combined company was then changed to Kaiser Gypsum Company, Inc. In 1978, Kaiser Gypsum
11 Company, Inc. ceased all business operations.

12 INTERROGATORY NO. 4:

13 Have you at any time engaged in the sale of a product which contained asbestos fibers? If so,
14 please identify

- 15 (a) the names of your entities selling each of those products;
16 (b) the trade or brand name of each asbestos containing product sold by you;
17 (c) the dates each product was manufactured or sold;
18 (d) a description of each product including the type and percentage of asbestos contained in said
19 product;
20 (e) how each product was packaged; and
21 (f) your gross sales of each asbestos containing product between 1950 and 1978.

22 **RESPONSE:**

23 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous, and
24 overbroad, as it seeks information about types of products and places not at issue in this litigation and
25 years when Kaiser Gypsum was not in business. Thus, this interrogatory is not reasonably calculated
to lead to the discovery of admissible evidence. As to subsection (f), Kaiser Gypsum objects to this on
the grounds that it is unduly burdensome, harassing and not reasonably calculated to lead to the

1 discovery of admissible evidence. Further, Kaiser Gypsum responds that it does not possess complete
2 information for its Seattle facility for said years.

3 Without waiving said objections, Kaiser Gypsum responds that the following products which
4 contained asbestos fibers for various periods of time were manufactured at its Seattle facility.

5 1. Joint Compound Powder

6 This product was manufactured at Seattle from 1969 to 1975 and contained 7.5% to 10%
7 chrysotile asbestos. This off-white powder was packaged and sold in sacks of 10 and 25 pounds.

8 2. Finishing Compound Powder

9 This product was manufactured at Seattle from 1969 to 1975 and contained 3.5% to 11%
10 chrysotile asbestos. It was white to off-white powder and packaged in sacks of 25 pounds.

11 3. One-Day Joint Compound Powder

12 This product was manufactured at Seattle from 1970 to 1975 and contained 1%
13 chrysotile asbestos. It was a white to off-white powder and packaged in sacks of 25 pounds.

14 4. Three Purpose Compound Powder

15 This product was manufactured at Seattle from 1969 to 1975 and contained 5% to 11%
16 chrysotile asbestos. This was a white to off-white powder and packaged in sacks of 25 pounds.

17 5. Dual-Purpose Pre-Mix Compound

18 This product was manufactured at Seattle from 1969 to 1975 and contained 2.5% to 4%
19 chrysotile asbestos. This was a white to off-white or light buff colored paste and packaged in bucket
20 or cartons of 4 to 5 gallons.

21 6. Pre-Mix Topping Compound

22 This product was manufactured at Seattle from 1971 to 1975 and contained 1% chrysotile
23 asbestos. This was a white to off-white colored paste, packaged and sold in buckets of 4 or 5 gallons
24 and cartons of 4 gallons.

25 INTERROGATORY NO. 5:

1 Identify the date, if any, on which you ceased the sale of asbestos-containing products.

2 **RESPONSE:**

3 By 1975, Kaiser Gypsum's Seattle plant ceased to manufacture products containing asbestos.

4 INTERROGATORY NO. 6:

5 For each product identified in response to Interrogatory No. 4, identify all warnings you
6 employed to protect the purchasers said products from asbestos-related harm including in your answer
7 the text of said warning and the date on which it commenced.

8 **RESPONSE:**

9 Beginning in 1972, Kaiser Gypsum affixed caution labels to the packages and containers of its
10 asbestos-containing products. The warning label, as prescribed by OSHA, read:

11 CAUTION: contains asbestos fibers; avoid creating dust; breathing
12 asbestos dust may cause serious bodily harm.

13
14
15
16 INTERROGATORY NO. 7:

17 State the date on which you learned that asbestos poses a hazard to human health.

18 **RESPONSE:**

19 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
20 overbroad, and assumes that any type of asbestos, in any condition or in any amount, poses a hazard
21 to human health.

22 Without waiving said objections, Kaiser Gypsum responds that it became aware generally
23 sometime in the 1970s that users of some asbestos-containing building products could be at risk of
24 inhaling quantities of respirable asbestos fibers sufficient to pose a potential hazard to their health.

25 INTERROGATORY NO. 8:

1 Identify all measures you employed to protect the users of your asbestos-containing products
2 from any asbestos-related harm.

3 **RESPONSE:**

4 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
5 overbroad, and not sufficiently limited in time or scope. Without waiving said objections, Kaiser
6 Gypsum responds that it placed warning labels on its asbestos-containing products upon learning that
7 such products posed potential health hazards to end users.

8 INTERROGATORY NO. 9:

9 Identify all measures you employed to protect your employees from any asbestos-related harm.

10 **RESPONSE:**

11 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
12 and overbroad. Further, Kaiser Gypsum is informed and believes that plaintiff was neither employed
13 by Kaiser Gypsum, nor present at any of its plants at any time. Thus, events occurring at any Kaiser
14 Gypsum plant have no relevance to the conditions allegedly experienced by plaintiff. Therefore, this
15 interrogatory is not reasonably calculated to lead to the discovery of admissible evidence.

16 INTERROGATORY NO. 10:

17 Identify all trade publications to which you subscribed between 1950 and 1978.

18 **RESPONSE:**

19 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
20 overbroad, and unintelligible as to the word "trade publications". Furthermore, this interrogatory
21 contemplates years when Kaiser Gypsum was not in business. Thus, this interrogatory is not reasonably
22 calculated to lead to the discovery of admissible evidence. Without waiving said objections, Kaiser
23 Gypsum responds that it is informed and believes it was a member of the Gypsum Association from
24 approximately 1952 to approximately 1978, and believes it may have received its publications.

25 INTERROGATORY NO. 11:

1 Do you maintain a computerized listing of the sales of your asbestos-containing products? If so,
2 describe the information stored on said computer including whether said sales are broken down by
3 geographic area, the type of computer program and the manner in which specific sales information can
4 be retrieved.

5 **RESPONSE:**

6 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
7 overbroad in time, place, and scope. Furthermore, this interrogatory calls for information which seeks
8 to invade the purview of the attorney-client privilege and doctrine of attorney-work product.

9 INTERROGATORY NO. 12:

10 For each asbestos product identified in response to Interrogatory 4, state the gross sales
11 of said product in the State of Oregon between 1965 and 1980.

12 **RESPONSE:**

13 Kaiser Gypsum objects to this interrogatory on the grounds that it is burdensome,
14 harassing, vague, ambiguous, overbroad and unintelligible as written. Additionally, this interrogatory
15 seeks information regarding time periods when Kaiser Gypsum was either not in business, was not
16 selling to the State of Oregon, and/or was not manufacturing asbestos-containing products. Thus, this
17 interrogatory is not reasonably calculated to lead to the discovery of admissible evidence. Further,
18 Kaiser Gypsum responds that it does not possess complete information for Oregon sales for said years.

19 INTERROGATORY NO. 13:

20 For each asbestos product identified in response to Interrogatory No. 4, identify the entity from
21 whom you purchased the asbestos for use in said product.

22 **RESPONSE:**

23 Kaiser Gypsum is informed and believes that the following at one time or another were its
24 suppliers of chrysotile asbestos:

- 25 1. John K. Bice
2. Harrison & Crosfield
3. Carmonia Chemical Company

4. Philip Carey Corporation (Carey Canadian Asbestos)
5. Western Chemical Company
6. Johns-Manville
7. Union Carbide
8. E.S. Browning
9. Loomis Chemical Company
10. Benson Chemical
11. Paul W. Wood (Johns-Manville)

INTERROGATORY NO. 14:

Identify the legal relationship between Kaiser Gypsum Corporation and Kaiser Cement Corporation.

RESPONSE:

Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous, overbroad, and unintelligible as written, as there was no such entity as "Kaiser-Gypsum Corporation". Furthermore, this interrogatory is vague and ambiguous as to "legal relationship" and calls for "legal" opinion beyond the scope of responding defendant's knowledge. Without waiving said objections, and as Kaiser Gypsum understands this question, Kaiser Gypsum responds, it was a wholly-owned subsidiary of Kaiser Cement Corporation.

INTERROGATORY NO. 15:

For each year between 1955 and 1975, identify the plant manager of your Seattle plant and his/her four principal subordinates.

RESPONSE:

1 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous, and
2 overbroad. Without waiving said objections, Kaiser Gypsum responds that, as of November 1, 1970,
3 the manager of the Kaiser Gypsum Seattle plant was M. Slavich. At this juncture, Kaiser Gypsum is
4 unable to discern who the plant manager's "four principal subordinates" would have been. Thus,
5 discovery is ongoing into this matter and Kaiser Gypsum reserves its right to supplement this response,
6 should further information be discovered.

7 INTERROGATORY NO. 16:

8 For each year between 1955 and 1975, identify the plant manager of each of your Oregon plants
9 and his/her four primary subordinates

10 **RESPONSE:**

11 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous
12 overbroad as to time, place and scope. Further, this interrogatory is not reasonably calculated to lead
13 to the discovery of admissible evidence, as Kaiser Gypsum's Oregon plant never made the types of
14 asbestos-containing products at issue in this case. Without waiving said objections, Kaiser Gypsum
15 responds that as of November 1, 1970, the manager of Kaiser Gypsum Oregon plant was J. Cassidy.
16 At this juncture, Kaiser Gypsum is unable to discern who the plant manager's "four principal
17 subordinates" would have been. Thus, discovery is ongoing into this matter and Kaiser Gypsum
18 reserves its right to supplement this response, should further information be discovered.

19 INTERROGATORY NO. 17:

20 Identify all contracts and/or re-branding agreements between you and Owens-Corning Fibergla
21 including in your answer the date said contract was entered into, the terms of said contract and the date
22 that said contract was in effect.

23 **RESPONSE:**

24 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous
25 and overbroad as to time, place and scope. Without waiving said objections, Kaiser Gypsum responds

1 that, it never had a "contract and/or rebranding" agreement with Owens-Corning Fiberglas as to the
2 types of products at issue in this litigation.

3 INTERROGATORY NO. 18:

4 For each of the following individuals (named in Documents PLTF 001 - PLTF 1384) please state
5 (a) the individual's full name;
6 (b) whether they are alive or deceased;
7 (c) their current address and telephone number or, if you do not know these individuals'
current address, their last known address;
(d) what position, they held in your company;
(e) whether they are currently employed by you.

8 R.L. Allgood
L. Beck
9 L.M. Bryan
J.W. Blewett
10 C.E. Caprye
R.C. Crowle
11 G.J. Chavalas
D.R. Canham
12 J.D. Cassidy
J.D. Chambers
13 P.D. Crelman
H.C. Dupuis
14 G.C. David
N.D. Dicks
15 L.R. Flicker
P.J. Franklin
16 P.T. Framlom
J.W. Glweitt
17 R.W. Grigg
C.R. Grimme
18 J.M. Garoutte
D.H. Homan
19 J.P. Hughes
P.A. Hawkins
20 W.D. Hopper
R.J. Hoffman
21 R.L. Jones
G. James
22 J. B. Kirk
R.L. Murh
23 J.F. Modaff
Richard Madden
24 William McKinnon
B.J. Murphy
25 P.D. Orleman

1 J.W. Post
2 G.M. Perry
3 J.K. Parker
4 J.C. Reilly
5 C.F. Radier
6 E.N. Reddick
7 J.P. Rohrer
8 Al Raffaelli
9 Mike Slavich
10 F.H. Schaper
11 T.V. Smith
12 E.M. Schaper
13 E.W. Schaper
14 S. Steffens
15 J. Schlenner
16 J.H. Scheahan
17 A.J. Trommershausen
18 W.L. Traub
19 S.R. Witt
20 R.J. Wiborn
21 H.L. Weightman
22 J.I. Walker
23 J.H. Walton
24 V. Whitecage
25

26 **RESPONSE:**

27 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
28 overbroad, burdensome, oppressive, and violative of said employees' rights to privacy. Given the fact
29 that Kaiser Gypsum has not manufactured a product since 1978, there is no one currently employed who
30 is able to identify the full names of said individuals, their names and addresses, any positions which
31 they may have held or whether they are living or dead. Additionally, Kaiser Gypsum objects to this
32 interrogatory on the grounds that it is not reasonably calculated to lead to the discovery of admissible
33 evidence. See response to Interrogatory No. 19.

34 INTERROGATORY NO. 19:

35 For each individual identified in Interrogatory 18, state whether that person has ever been
deposed in asbestos-related litigation and identify the case, jurisdiction, cause number and the attorneys
who represented the defendant and plaintiff at said deposition.

1 **RESPONSE:**

2 Kaiser Gypsum incorporates its response to Interrogatory No. 18 as though fully set forth herein.
3 Without waiving said objections, Kaiser Gypsum responds that W.L. McKinnon, former research
4 engineer, was deposed on August 2, 1984 in the following case: *Robert Butts v. Kaiser Gypsum*
5 *Company, Inc., et al.*, Contra Costa Superior Court No. 251401; Harlan C. Dupuis, former manager
6 of research and development, was deposed on April 16, 1985 in the following case: *Kathryn Maksim*
7 *v. USG, et al.*, San Francisco County Superior Court Case No. 768674; Thomas V. Smith, former
8 technical advisor for accessory products was deposed on March 11, 1992 in the following case:
9 *Michael Richie, et al. v. Raybestos Manhattan, et al.*, San Francisco Superior Court No. 933324;
10 Richard C. Crowle, former merchandising manager, was deposed on July 26, 1995 in the following
11 case: *Central Weslyn College v. W.R. Grace, et al.*, U.S. District Court, District of South Carolina,
12 Charleston Division, Civil Action No. 2:87-1860-8. The attorneys who represented the various pa
13 at those depositions are identified in the transcripts.

14 **INTERROGATORY NO. 20:**

15 Your attention is directed to documents PLTF 0001 to PLTF 1384 that were served upon your
16 counsel by the undersigned in the Winter of 1998. If you contend that any of the foregoing documents
is not genuine, set forth the factual and legal basis for your contention.

17 **RESPONSE:**

18 Kaiser Gypsum objects to this interrogatory on the grounds that it is vague, ambiguous,
19 overbroad, and unduly burdensome. Without waiving said objections, Kaiser Gypsum responds that,
20 as to those documents authored by or directed to Kaiser Gypsum, Kaiser Gypsum does not contest their
21 genuineness. However, Kaiser Gypsum is unable to attest to the genuineness of any document not
22 authored or directed to Kaiser Gypsum, including, but not limited to, the following documents: PLTF
23 0001 through PLTF 0003; PLTF 0366 to PLTF 0372. Additionally, Kaiser Gypsum cannot attest to
24 the genuineness of any document referring to Permanente Cement, Kaiser Cement and Gypsum
25 Company or Kaiser Cement Corporation.

1 INTERROGATORY NO. 21:

2 Identify every person who supplied information to answer these Interrogatories including in your
3 answer the specific interrogatory for which each person supplied information.

4 **RESPONSE:**

5 As previously stated above, Kaiser Gypsum ceased all marketing activities in 1978, thus no one
6 person associated with Kaiser Gypsum provided information for a specific interrogatory herein. The
7 information provided in response to the interrogatories comes from a collection of information gathered
8 throughout the years from various different sources.

11 **REQUEST FOR PRODUCTION**

- 12 1. Produce all documents in your possession that were generated before 1978 and refer or relate
13 to any human health hazard associated with asbestos including, but not limited to, memoranda,
14 letters, journal articles or notes.

15 **RESPONSE:**

16 Kaiser Gypsum objects to this request on the grounds that it is vague, ambiguous, overbroad and
17 not limited in time, scope, or location. Furthermore, this request is burdensome and oppressive and
18 assumes that Kaiser Gypsum possesses such documents. Without waiving objections, Kaiser Gypsum
19 refers plaintiff to documents PLTF 0001 to PLTF 1384, which were served upon responding defendant's
20 counsel in the Winter of 1998.

- 21 2. Produce minutes of all meetings of your Board of Directors held between 1950 and 1980 that
22 refer or relate to your asbestos-containing products.

23 **RESPONSE:**

1 Kaiser Gypsum objects to this request on the grounds that it is vague, ambiguous, overbroad and
2 not reasonably limited in time, scope, or location. Furthermore, this request is violative of Kaiser
3 Gypsum's right to privacy as a privately held corporation and seeks information which is proprietary
4 in nature. Additionally, this request is vague and ambiguous as to "refer or relate to". Without
5 waiving objections, Kaiser Gypsum responds, as it understands the request, that none of the minutes
6 of its Board of Directors' meetings "refer or relate to" its asbestos-containing products.

- 7
- 8 3. Produce, for inspection and copying, original copies of all documents used to promote the sale
9 of any product identified in response to Interrogatory 4, including, but not limited to, catalogues,
10 magazine advertisements, product lists, photographs, technical specifications and flyers.

11 **RESPONSE:**

12 Kaiser Gypsum objects to this request on the grounds that it is vague, ambiguous, overbroad,
13 unduly burdensome, and harassing. Furthermore, this request is not limited in time or scope and thus
14 seeks information which is not reasonably calculated to lead to the discovery of admissible evidence.

15 Without waiving objections, Kaiser Gypsum refers plaintiffs to documents PLTF 0001 to PLTF 1384,
16 which were served upon responding defendant's counsel in the Winter of 1998.

- 17
- 18 4. Produce all manuals, specifications and instructions that you provided to the customers of any
19 asbestos-containing products sold by you between 1965 and 1978.

20 **RESPONSE:**

21 Kaiser Gypsum objects to this request on the grounds that it is vague, ambiguous, overbroad
22 unduly burdensome, and harassing. Furthermore, this request is not limited in time or scope and thus
23 seeks information which is not reasonably calculated to lead to the discovery of admissible evidence.

24 Moreover, plaintiff has testified that he did not pay attention to or read any literature regarding any
25 products used by other trades. Thus, this interrogatory is not reasonably calculated to lead to the

1 discovery of admissible evidence. Without waiving objections, Kaiser Gypsum refers plaintiffs to
2 documents PLTF 0001 to PLTF 1384, which were served upon responding defendant's counsel in the
3 Winter of 1998.

- 4
5 5. Produce all documents that refer or relate to your decision to stop manufacturing asbestos-
6 containing products including, but not limited to, board minutes, technical and safety advisories
and unprivileged legal opinions.

7 **RESPONSE:**

8 Kaiser Gypsum objects to this request on the grounds that it is vague, ambiguous, overbroad,
9 unduly burdensome, and harassing. Furthermore, this request is not limited in time or scope and thus
10 seeks information which is not reasonably calculated to lead to the discovery of admissible evidence.
11 Without waiving objections, Kaiser Gypsum refers plaintiffs to documents PLTF 0001 to PLTF 1384,
12 which were served upon responding defendant's counsel in the Winter of 1998.

- 13
14 6. Produce for inspection and copying, original photographs of all products identified in response
15 to Interrogatory 4 in their packaged form.

16
17
18 **RESPONSE:**

19 Kaiser Gypsum objects to this request on the grounds that it is vague, ambiguous, overbroad,
20 unduly burdensome, and harassing. Furthermore, this request is not limited in time or scope and thus
21 seeks information which is not reasonably calculated to lead to the discovery of admissible evidence.

22 Without waiving objections, Kaiser Gypsum refers plaintiffs to documents PLTF 0001 to PLTF 1384,
23 which were served upon responding defendant's counsel in the Winter of 1998

1 7. Produce deposition or trial transcripts of any individual identified in Interrogatory 18 in any
2 asbestos-related litigation.

3 **RESPONSE:**

4 Kaiser Gypsum would be willing to produce any deposition or trial transcripts of any individuals
5 identified in its response to Interrogatory 18 at a mutually convenient location at the expense of
6 propounding party.

7
8 INTERROGATORIES AND REQUESTS FOR PRODUCTION SUBMITTED this 14th day of
9 May, 1998

10 WEINSTEIN & BERGMAN

11
12 Matthew P. Bergman, WSBA #20894
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1 KAISER GYPSUM COMPANY, INC.'S RESPONSES TO PLAINTIFFS' FIRST SET OF
2 INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO
3 DEFENDANT KAISER GYPSUM COMPANY, INC.

4 VERIFICATION

5 I am an authorized representative of Kaiser Gypsum Company, Inc. and am authorized to make
6 this affidavit on its behalf. I have read the foregoing responses to interrogatories and requests for
7 production and believe the responses to be correct.
8

9 By: J. R. Hoff
10

11 SUBSCRIBED AND SWORN TO before me on the 24 day of August 1998.
12

13 Diane Marie Hayes
14 Notary Public in and for the State of California
15 residing at Contra Costa County
16 My commission expires: May 29, 2002



27 *Sylvin W. Pickner and Evelyn I. Pickner v. Owens Corning, et al.*

28 King County, Washington Case No. 98-2-09390-1 SEA

EXHIBIT A

As of October 1953, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Henry J. Kaiser
L. S. Corey
E. H. Heller
D. V. McEachern
E. E. Trefethen, Jr.
G. J. Shea
H. W. Morrison
W. Marks
W. A. Marsh
C. R. Olsen
Paul S. Marrin
C. E. Harper
Paul E. Rogers
Bryce Simpson
Chad F. Calhoun

As of September 1954, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Henry J. Kaiser
E. E. Trefethen, Jr.
H. W. Morrison
G. J. Shea
D. V. McEachern
E. H. Heller
A. Christensen
W. Marks
Alan Christensen
W. A. Marsh
Coral R. Olsen
Peter S. Hass
C. E. Harper
Paul E. Rogers
Bryce Simpson
Chad F. Calhoun
Paul Marrin

As of October 1955, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
G. J. Shea
E. H. Heller
D. V. McEachern
E. E. Trefethen, Jr.
Henry J. Kaiser
W. Marks
Claude E. Harper
W. A. Marsh
Paul Rogers
Bryce Simpson
Chad F. Calhoun
Paul S. Marrin

As of November 1956, the following were officers/directors of Kaiser Gypsum Company, Inc.:

E. H. Heller
Edgar F. Kaiser
Henry J. Kaiser
W. A. Marsh
D. V. McEachern
G. J. Shea
E. E. Trefethen, Jr.
W. Marks
A. D. Christensen
H. W. Morrison
Claude E. Harper
W. A. Marsh
Carl Olsen
V. E. Cole
Paul Rogers
Bryce Simpson
Paul S. Marrin
Chad F. Calhoun

As of October 1957, the following were officers/directors of Kaiser Gypsum Company, Inc.:

E. H. Heller
Henry J. Kaiser
Edgar F. Kaiser
W. A. Marsh
D. V. McEachern
H. W. Morrison
G. J. Shea
E. E. Trefethen, Jr.
William Marks
Claude E. Harper
V. E. Cole
R. A. Costa
Carl R. Olsen
W. A. Marsh
Edgar F. Kaiser
Paul E. Rogers
Paul S. Marrin
Chad F. Calhoun
Bryce Simpson

As of August 1958, the following were officers/directors of Kaiser Gypsum Company, Inc.:

E. H. Heller
W. A. Marsh
D. V. McEachern
H. W. Morrison
G. J. Shea
E. E. Trefethen, Jr.
A. Christensen
Henry J. Kaiser
Edgar F. Kaiser
William Marks
Carl R. Olsen
W. A. Marsh
Edgar F. Kaiser
Paul E. Rogers
Paul S. Marrin
Chad F. Calhoun
Claude E. Harper

Bryce Simpson
R. A. Costa

As of December 1959, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
E. H. Heller
W. A. Marsh
H. W. Morrison
G. J. Shea
E. E. Trefethen, Jr.
Henry J. Kaiser
Edgar F. Kaiser
D. V. McEachern
William Marks
W. A. Marsh
William Marks
Chad F. Calhoun
Robert Costa
Claude E. Harper
Paul S. Marrin
Carl Olsen
Paul Rogers
Bryce Simpson

As of December 1960, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
E. H. Heller
Henry J. Kaiser
Edgar F. Kaiser
William Marks
W. Marsh
H. W. Morrison
G. J. Shea
E. E. Trefethen, Jr.
Chad F. Calhoun
Robert Costa
Claude Harper
Paul S. Marrin
Carl Olsen

Paul Rogers
Bryce Simpson

As of November 1961, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
William Marks
W. Marsh
H. W. Morrison
G. J. Shea
E. E. Trefethen, Jr.
E. H. Heller
Henry K. Kaiser
Edgar F. Kaiser
W. A. Marsh
John Bosche
Chad F. Calhoun
R. A. Costa
J. J. Hague
Claude E. Harper
Paul S. Marrin
Carl Olsen
E. F. Schaper
Bryce Simpson

As of December 1962 the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
Peter S. Hass
Edgar F. Kaiser
William Marks
Wallace Marsh
H. W. Morrison
E. E. Trefethen, Jr.
Henry J. Kaiser
G. J. Shea
W. A. Marsh
William Marks
John Bosche
Chad F. Calhoun
R. A. Costa

J. J. Hague
Claude E. Harper
Carl Olsen
E. H. Schaper
Bryce Simpson

As of December 1963, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
Peter S. Hass
Henry J. Kaiser
William Marks
W. A. Marsh
H. W. Morrison
G. J. Shea
E. E. Trefethen, Jr.
Edgar F. Kaiser
W. A. Marsh
William Marks
John Bosche
K. A. Conningham
R. A. Costa
J. J. Hague
Claude E. Harper
Carl Olsen
E. H. Schaper
Bryce Simpson

As of December 1964, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
Claude E. Harper
Peter S. Hass
William Marks
Paul S. Marrin
Gilbert Shea
E. E. Trefethen, Jr.
H. W. Morrison
Edgar F. Kaiser
Henry J. Kaiser

D. A. Rhoades
J. A. Bosche
K. A. Conningham
R. A. Costa
J. J. Hague
Carl Olsen
E. H. Schaper
Bryce Simpson

As of December 1965, the following were officers/directors of Kaiser Gypsum Company, Inc.:

A. Christensen
Peter S. Hass
Claude E. Harper
Edgar F. Kaiser
Henry J. Kaiser
William Marks
Paul S. Marrin
Lloyd L. Mazzera
D. A. Rhoades
Gilbert Shea
E. E. Trefethen, Jr.
Henry J. Kaiser
H. W. Morrison
William Marks
John Bosche
K. A. Conningham
R. A. Costa
J. J. Hague
Carl Olsen
E. H. Schaper
Bryce Simpson

As of December 1966, the following were officers/directors of Kaiser Gypsum Company, Inc.:

J. B. Bonny
A. Christensen
Claude E. Harper
Peter S. Hass
Edgar F. Kaiser
Henry J. Kaiser

William Marks
Paul S. Marrin
Lloyd L. Mazzera
D. A. Rhoades
G. J. Shea
E. E. Trefethen, Jr.
William Marks
John Bosche
K. A. Conningham
R. A. Costa
J. J. Hague
Carl Olsen
E. H. Schaper
Bryce Simpson

As of December 1967, the following were officers/directors of Kaiser Gypsum Company, Inc.:

J. B. Bonny
A. Christensen
Claude E. Harper
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William Marks
Paul S. Marrin
Lloyd L. Mazzera
D. A. Rhoades
G. J. Shea
E. E. Trefethen, Jr.
Edgar F. Kaiser
William Marks
John H. Bosche
K. A. Conningham
R. A. Costa
J. J. Hague
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Claude Harper

Peter Hass
Lloyd Mazzera
D. A. Rhoades
J. B. Bonny
G. J. Shea
John F. Shea
E. E. Trefethen, Jr.
John Bosche
K. A. Conningham
R. A. Costa
J. J. Hague
Carl Olsen
E. H. Schaper
Bryce Simpson

As of December 1969, the following were officers/directors of Kaiser Gypsum Company, Inc.:

J. B. Bonny
Claude Harper
Peter Hass
William Marks
Lloyd Mazzera
D. A. Rhoades
E. E. Trefethen, Jr.
A. D. Christensen
Edgar F. Kaiser
Gilbert Shea
John Shea
John Bosche
K. A. Conningham
R. A. Costa
R. A. Crowle
Paul J. Franklin
J. J. Hague
E. H. Schaper
Bryce Simpson

As of December 1970, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Edgar F. Kaiser
E. E. Trefethen, Jr.

Peter Hass
John Bosche
K. A. Conningham
Robert Costa
R. C. Crowle
P. J. Franklin
J. J. Hague
E. H. Schaper
Bryce Simpson
R. G. Hohnsben
J. B. Bonny
A. D. Christensen
Claude Harper
Peter Hass
Edgar F. Kaiser
William Marks
Lloyd Mazzer
D. A. Rhoades
John Shea
E. E. Trefethen, Jr.

As of December 1971, the following were officers/directors of Kaiser Gypsum Company, Inc.:

J. B. Bonny
Alan Christensen
Claude Harper
Peter Hass
Edgar Kaiser
William Marks
D. A. Rhoades
John Shea
E. E. Trefethen, Jr.
John Bosche
K. A. Conningham
Robert Costa
Richard Crowle
C. W. Eshelman
P. J. Franklin
J. J. Hague
T. P. Heffelfinger
R. G. Hohnsben
James K. Parker

James C. Reilly
E. H. Schaper
Bryce Simpson

As of December 1972, the following were officers/ directors of Kaiser Gypsum Company, Inc.:

Garfield O. Anderson
J. B. Bonny
Alan Christensen
Peter Hass
Claude Harper
Edgar Kaiser
William Marks
Walter E. Ousterman, Jr.
James Reilly
D. A. Rhoades
John Shea
Alfred Yee
E. E. Trefethen, Jr.
John Bosche
K. A. Conningham
Robert Costa
Richard Crowle
C. W. Eshelman
Paul Franklin
J. J. Hague
T. P. Heffelfinger
R. G. Hohnsben
James Parker
E. H. Schaper

As of December 1973, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Garfield Anderson
Alan Christensen
Claude Harper
Peter Hass
Edgar Kaiser
Walter Ousterman
James Reilly
John Shea

E. E. Trefethen, Jr.
William M. Witter
Alfred A. Yee
John Bosche
A. B. Brown, Jr.
K. A. Conningham
Robert Costa
Richard Crowle
C. W. Eshelman
Paul J. Franklin
J. J. Hague
T. P. Heffelfinger
R. G. Hohnsben
James Parker
E. H. Schaper

As of December 1974, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Garfield Anderson
G. J. Chavalas
Alan Christensen
Robert Costa
Peter Hass
Walter Ousterman
James Reilly
William R. Roesch
John Shea
E. E. Trefethen, Jr.
William Witter
Edgar Kaiser
Alfred Yee
John Bosche
A. B. Brown
D. R. Canham
Robert Costa
R. C. Crowle
P. J. Franklin
J. J. Hague
T. P. Heffelfinger
R. G. Hohnsben
James K. Parker
E. H. Schaper

As of December 1975, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Edgar Kaiser
E. E. Trefethen, Jr.
Garfield Anderson
G. J. Chavalas
Alan Christensen
Peter Hass
Walter Ousterman
James Reilly
William R. Roche
John Shea
William M. Witter
Alfred Yee
A. B. Brown, Jr.
T. P. Heffelfinger
D. W. Henning
R. G. Hohnsben
D. B. Hunn
J. G. Nelson
W. E. Ousterman
J. K. Parker
J. C. Reilly
Genevive Robbins
P. T. Smith
J. I. Walker

As of December 1976, the following were officers/directors of Kaiser Gypsum Company, Inc.:

Garfield Anderson
G. J. Chavalas
Alan Christensen
Peter Hass
Walter Ousterman
James Reilly
William Roche
John Shea
E. E. Trefethen, Jr.
William Witter
Alfred Yee
Edgar Kaiser

PRIVILEGED AND CONFIDENTIAL INFORMATION

This document contains personal information obtained from personnel files of former employees of Kaiser Gypsum Company, Inc. ("Kaiser Gypsum"). Such information may be protected by the privacy laws of various states and is only being disclosed because its disclosure has been ordered by the Honorable Robert Lasnik for use in the below-referenced lawsuit. Any further use or dissemination of the below personal information outside of the purposes of the below-referenced lawsuit has not been authorized by the Honorable Robert Lasnik. Accordingly, any person who uses or disseminates the below personal information beyond the purposes and needs of the below-referenced lawsuit does so at his or her exclusive peril, and with the knowledge and understanding that such use or dissemination may subject them to personal liability in the event any such former employee brings a claim or lawsuit for the breach of their privacy rights.

RE: *Sylvin Pickner v. Kaiser Gypsum*
King County Superior Court, Washington, No. 98-2-09390-1SEA
Plaintiff's Interrogatory No. 18--Names and Addresses of Purported
Employees

R.L. Allgood: Robert Allgood, former plant manager, Antioch, [REDACTED] ✓

L. Beck: Leroy Beck, former senior buyer, [REDACTED]

L.M. Bryan: Leon Bryan, manager, advertising, [REDACTED]

J.W. Blewett: John Blewett, former manager of manufactured products, [REDACTED]

C.E. Caprye: Charles Caprye, former plant manager, Seattle. [REDACTED] ✓

R.C. Crowle: Richard Crowle, former vice president of merchandising, [REDACTED]

G.J. Chavalas: Gus Chavalas, deceased.

CONFIDENTIAL INFORMATION
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BEGINNING OF THIS DOCUMENT

D.R. Canham: Dean Canham, Kaiser Cement sales and marketing, [REDACTED]
[REDACTED]

J.D. Cassidy: John Cassidy, deceased.

J.D. Chambers: Unknown.

P.D. Crelman: Unknown.

H.C. Dupuis: Harlan Dupuis, manager, research and development, [REDACTED]
[REDACTED]

G.C. Davis: Kaiser Cement regional sales [REDACTED]
[REDACTED]

N.D. Dicks: Norman Dicks, Seattle operations [REDACTED]

L.R. Flicker: Leonard Flicker, deceased.

P.J. Franklin: Paul Franklin, vice president, manufacturing, [REDACTED] ✓
[REDACTED]

P.T. Framlom: Unknown.

J.W. Glweitt: Unknown.

R.W. Grigg: Ralph Grigg, deceased.

C.R. Grimme: Conley Grimme, Kaiser Cement, [REDACTED]

J.M. Garoutte: Former Kaiser Cement plant superintendent, deceased.

D.H. Homan: Don Homon, purchasing, [REDACTED]

J.P. Hughes: Unknown.

P.A. Hawkins: Peter Hawkins, former Kaiser Cement manager [REDACTED]
Napa, Calif. [REDACTED]

W.D. Hopper: William Hooper, Kaiser Cement, 2226 E [REDACTED]
Alhambra, Calif. [REDACTED]

R.J. Hoffman: Ralph Hoffman, position unknown, [REDACTED] ✓
[REDACTED]

R.L. Jones: Robert Jones, Kaiser Cement, [REDACTED]

G. James: George James, former plant superintendent [REDACTED]
[REDACTED]

J.B. Kirk: Unknown.

R.L. Murh: Unknown.

J.F. Modaff: James Modaff, former plant manager, Delanco, deceased.

Richard Madsen: Former director of advertising, [REDACTED]
[REDACTED]

William McKinnon: Former senior research engineer, [REDACTED]
Jose, California (408) 222-2611.

B.J. Murphy: Bob Murphy, former vice president of sales, K [REDACTED] 07
[REDACTED] 752.

P.D. Orleman: Deceased.

J.W. Post: James Post, former manager of process engineering, [REDACTED]
[REDACTED] (260) 254-2210

G.M. Perry: Unknown.

J.K. Parker: James Parker, [REDACTED]

J.C. Reilly: James Reilly, executive vice president of administration and finance, Kaiser ✓
Cement, deceased.

C.F. Radier: Unknown.

E.N. Reddick: Unknown.

J.P. Rohrer: John P. Rohrer, former vice president of marketing, Kaiser Cement, [REDACTED]
[REDACTED] California (510) 222-2210

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READING THE DISCLOSURE AT THE
BEGINNING OF THIS DOCUMENT

Al Rafaelli: Former senior research chemist, [REDACTED]

Mike Slavich: Former plant manager, Seattle, deceased.

F.H. Schaper: Unknown.

T.V. Smith: Thomas Smith, former supervisor of accessory research, Antioch, [REDACTED]
[REDACTED]

E.M. Schaper: Unknown.

E.W. Schaper: Unknown.

S. Steffens: Stanley Steffens, position unknown, 5 [REDACTED]
[REDACTED]

J. Schlenner: John Schlenner, position unknown, [REDACTED]
[REDACTED]

J.H. Scheahan: Unknown.

A.J. Trommershausan: Unknown.

W.L. Traub: William Traub, office manager Antioch, 2145 [REDACTED]
[REDACTED]

S.R. Witt: Samuel Witt, deceased.

R.J. Wiborn: Richard Wiborn, former safety and industrial director, Antioch, [REDACTED]
[REDACTED] 4435.

H.L. Weightman: Howard Weightman, deceased.

J.I. Walker: Deceased.

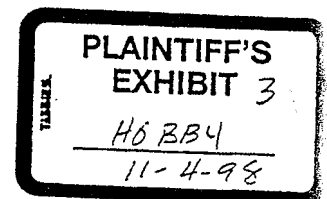
J.H. Walton: Joseph Walton, former director of personnel and safety, Kaiser Cement Corporation, [REDACTED] 6. ✓

V. Whitecage: Vincent Whitecage, former buyer, Jacksonville, 7521 [REDACTED]
[REDACTED]

11589
DEF. CL.
KAISER

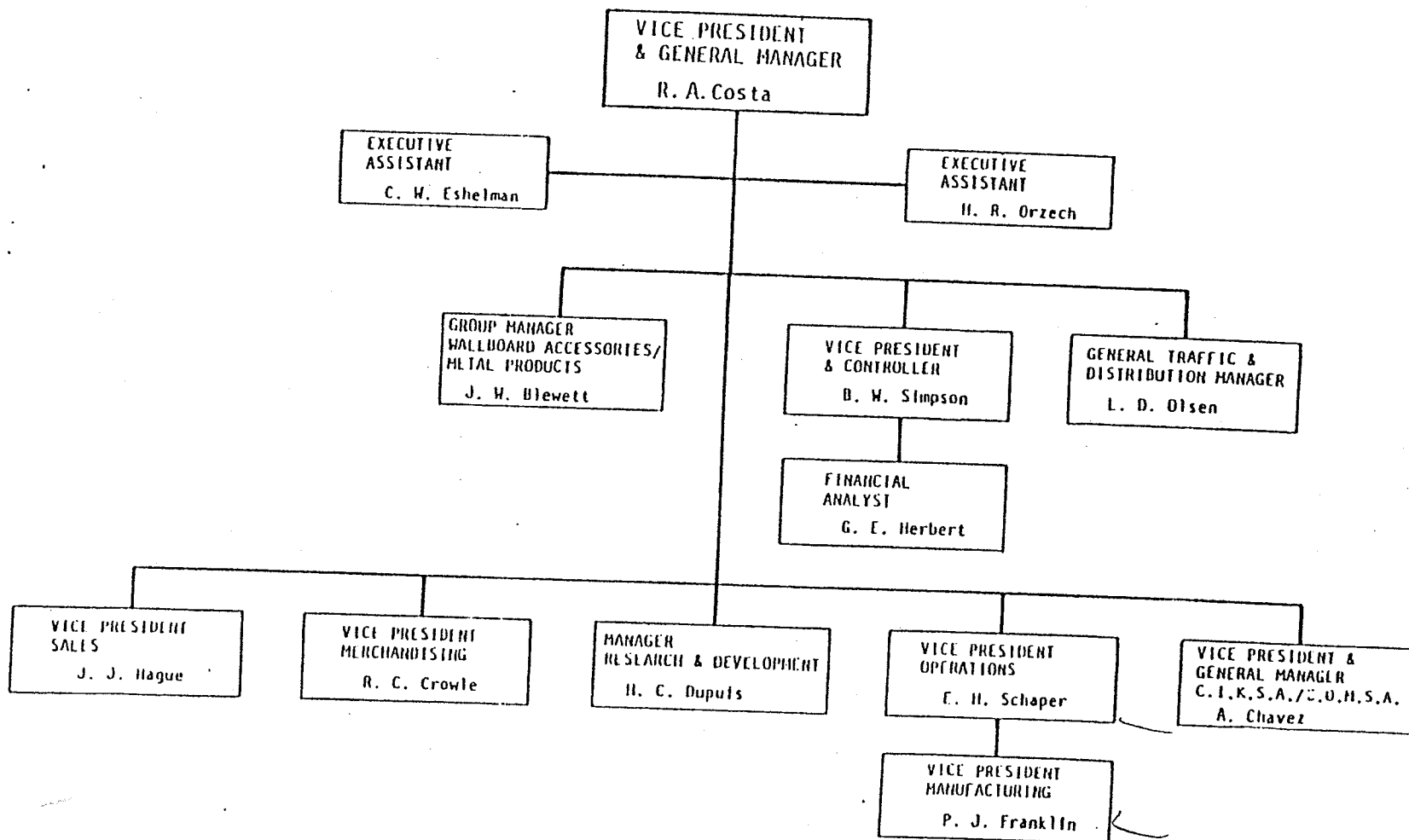
530

Kaiser Cement & Gypsum Corporation
GYPSUM DIVISION
ORGANIZATIONAL CHARTS
November 1, 1970

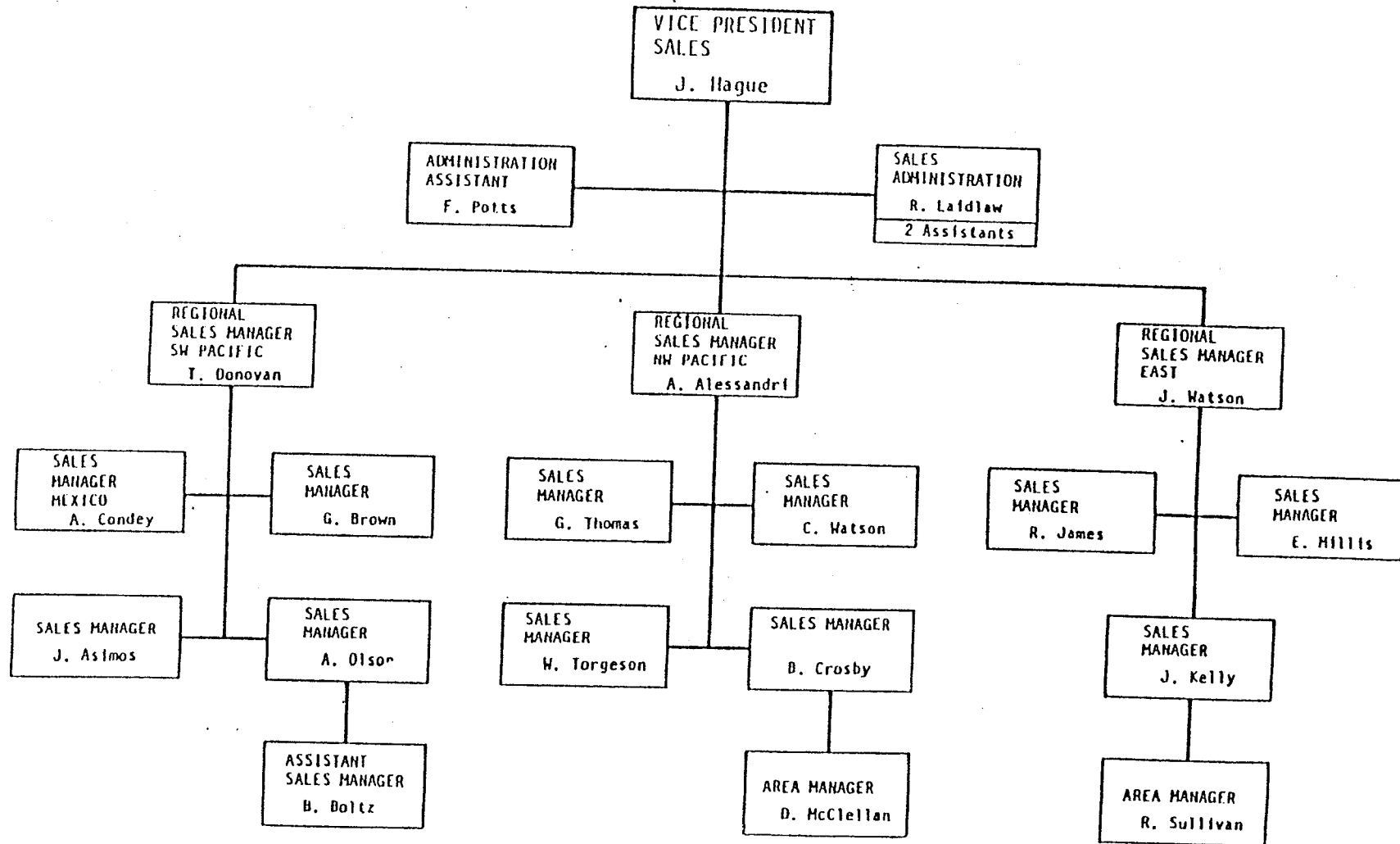


PLTF 0238

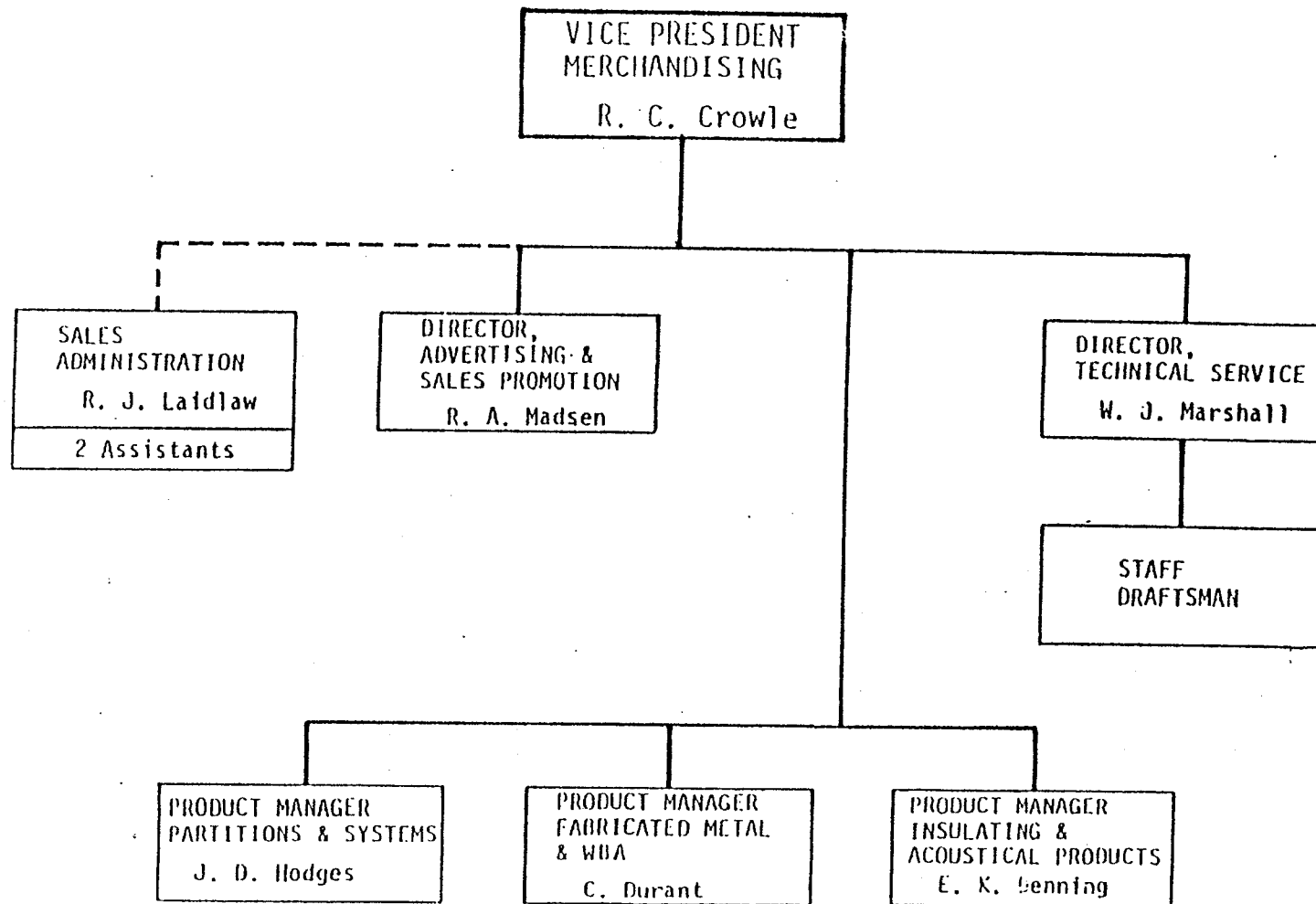
MANAGEMENT GYPSUM DIVISION



SALES

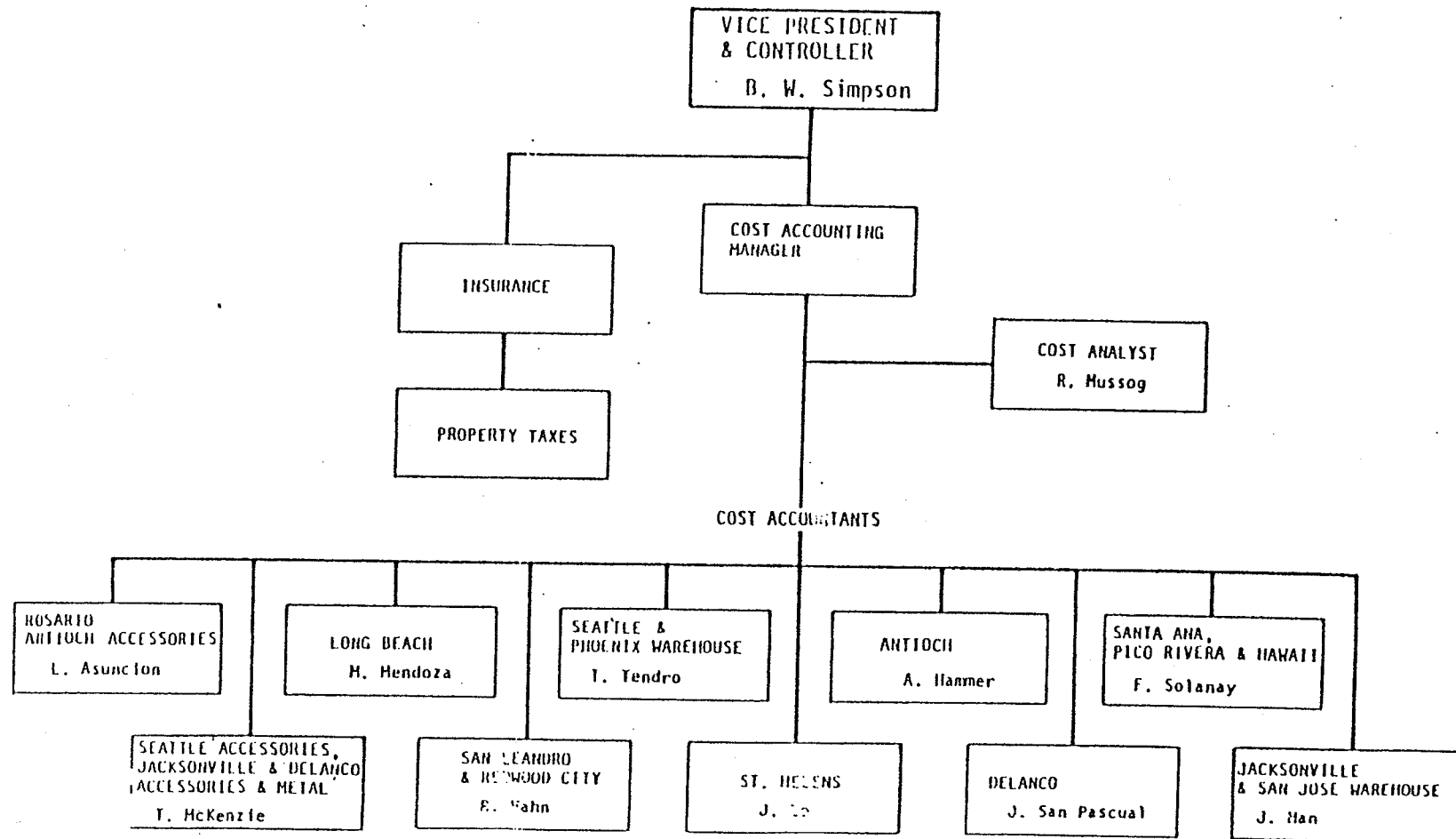


MERCHANDISING



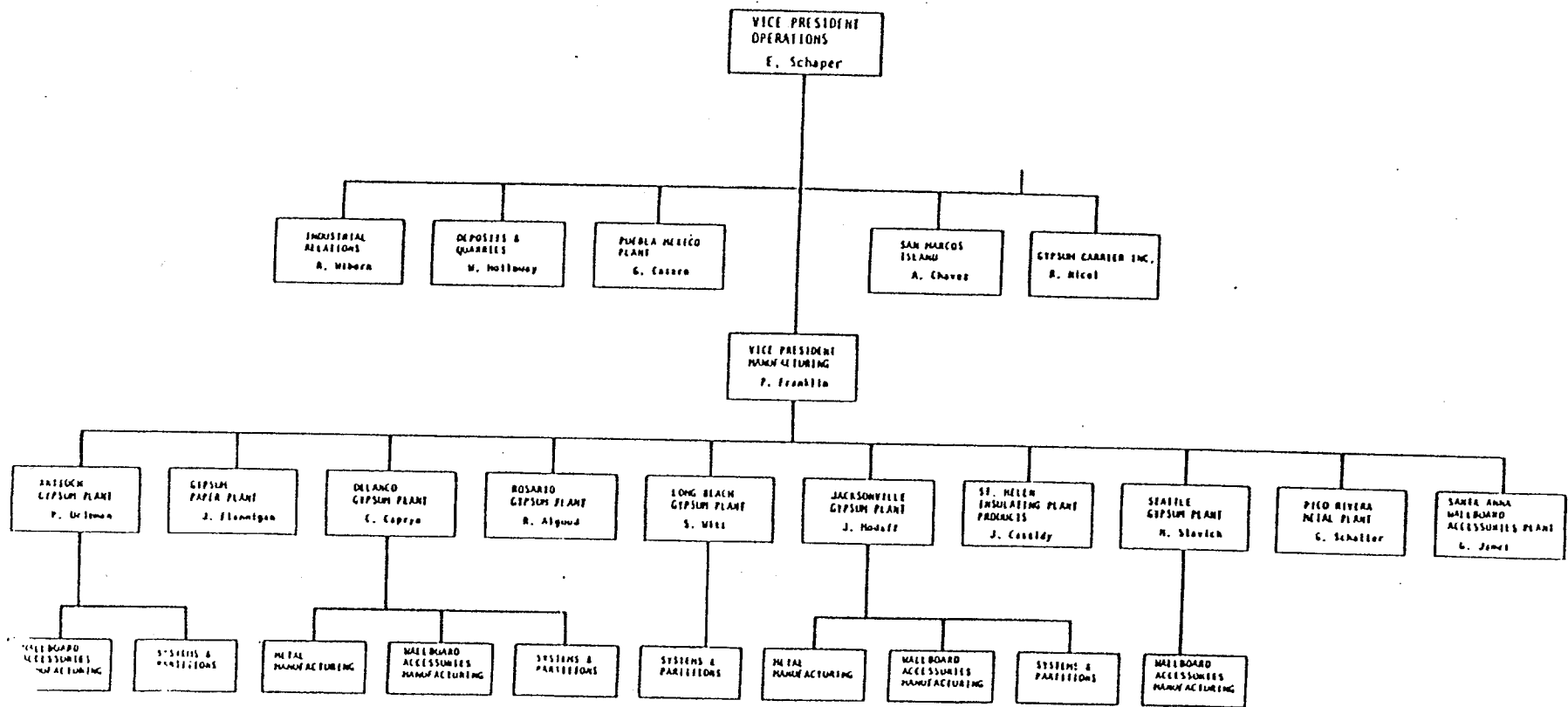
PLTF 0242

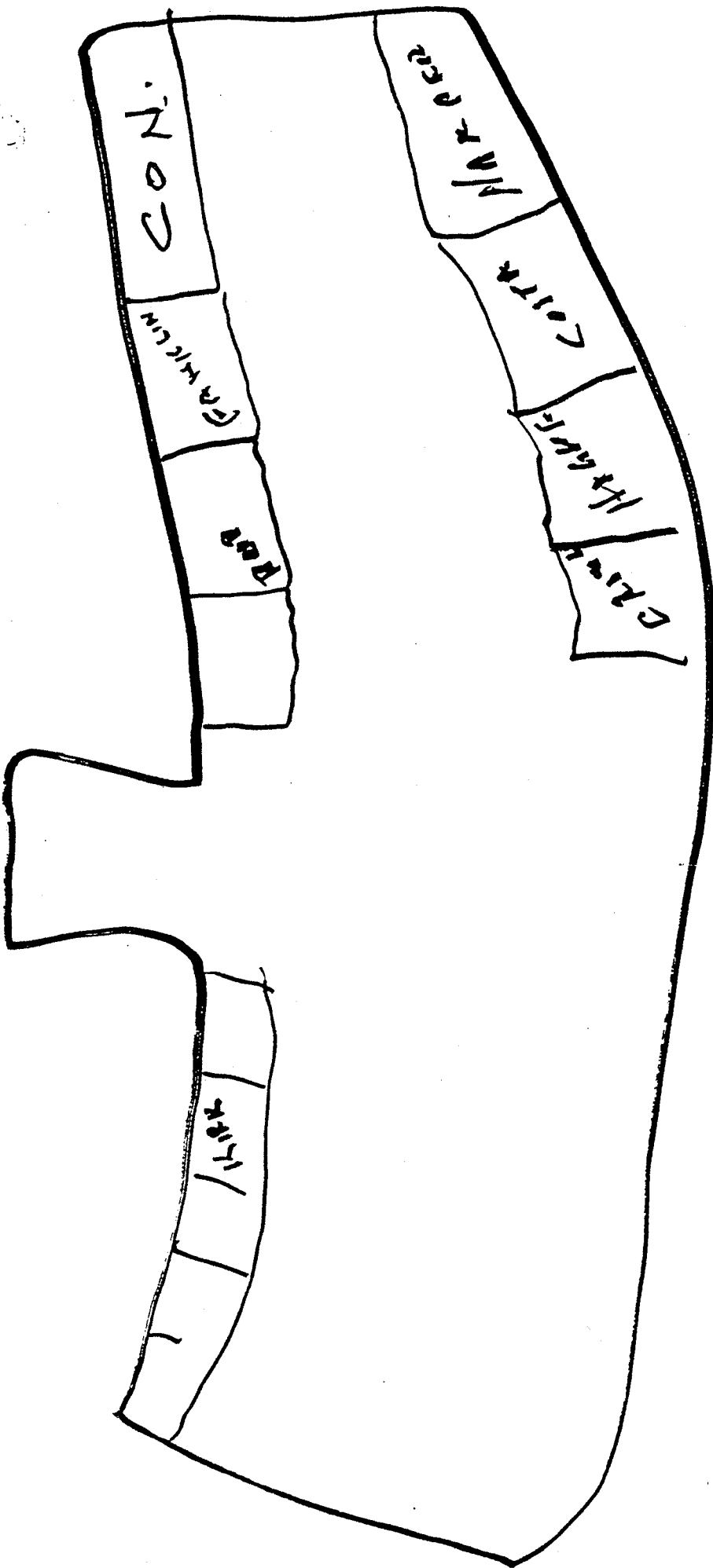
CONTROLLER



PLTF 0243

OPERATIONS





KAISER GYPSUM COMPANY, I. C.

1152
DEFDO
KAIS

INTER-OFFICE MEMORANDUM

TO	R.L. Allgood C.E. Caprye J.D. Cassidy J.D. Chambers N.D. Dicks	W.L. Traub J.H. Walton R.J. Wiborn S.R. Witt	DATE	March 1, 1965
COPIES TO	D.H. Homan J.F. Modaff P.D. Orleman	cc: P.J. Franklin G.B. Kirk J.C. Reilly F.H. Schaner	FROM AT	L.R. Flicker KC 2482
			SUBJECT	Health Hazards

The attached material has been received from the Gypsum Association and is presented for your information.

In connection with protection against asbestos dust, it is advised to use a respirator with a filter especially designed for asbestos dust.

LPF:sb

PLAINTIFF'S
EXHIBIT 7

40 B34
11-4-98

PLTF 0502

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(22)

(14) Q. Finally, our next is the sixth item, is Kaiser (5) Gypsum's answers to the interrogatories that plaintiffs (6) propounded in this case. Are you the witness on that (7) subject matter, sir?

(12) A. Yes.

(15) Q. The seventh topic is the involvement of Kaiser (10) Gypsum Company with the Gypsum Association. Are you the (11) witness that Kaiser Gypsum has designated on that subject (12) matter?

(13) A. Yes.

(14) Q. The eighth topic is Kaiser Gypsum's business (15) dealings with Owens Corning Fiberglas Corporation. Are you (16) the witness who Kaiser Gypsum has designated to speak for (17) the company on that subject matter?

(18) A. Yes.

(19) Q. The ninth topic is Kaiser Gypsum's document (20) retention policies. Are you the designated witness on that (21) matter?

(22) A. Yes.

(23) Q. And finally the tenth topic is certain (24) documents that are listed in the Notice of Deposition, (25) Exhibit 1. Are you the witness who is designated on those

Page 11

(1) subject matters?

(2) A. Yes.

(3) Q. Thank you, sir.

(4) MS. JACKSON: Counsel, I'm going to interrupt (5) you just for a moment. To the extent that we have (6) objections to the various topics I'm going to wait until you (7) hit the topics before making objections, all right?

(8) MR. BERGMAN: I understand, Counsel.

(9) Q. I'm handing you now Exhibit 2 which I will (10) represent to you is Kaiser Gypsum's Responses to Plaintiff's (11) Interrogatories and Requests for Admissions in this case, (12) and I'd ask you first of all to turn to the tabbed page (13) which is the signature page. And that is Page 15. Is that (14) your signature, sir?

(15) A. Yes.

(16) Q. And did you review these interrogatories on (17) behalf of Kaiser Gypsum prior to their submission to (18) plaintiffs?

(19) A. Yes.

(20) Q. I'd like to ask you then some general (21) questions, first of all on the corporate structure and (22) organization of Kaiser Gypsum. The first question, and I (23) would direct your attention to basically Interrogatories (24) 1, 2, and 3, and 14. Could you start, sir, by describing (25) the relationship between Kaiser Gypsum and Kaiser Cement

Page 12

(1) between the years of 1965 and 1975?

(2) MS. JACKSON: I'm going to object to this (3) question in that Kaiser Cement is not

Page 10 to Page 15

a party to this (4) litigation and your inquiry is inappropriate in that regard. (5) Kaiser Gypsum is the party. Kaiser Cement is not.

(6) MR. BERGMAN: Q. You can answer the question, (7) sir?

(8) A. Would you repeat the question?

(9) Q. Yes, I would. Can describe the corporate (10) relationship between Kaiser Gypsum and Kaiser Cement between (11) the years of 1965 and 1975?

(12) A. Yes.

(13) Q. Would you do that for me, please?

(14) A. Kaiser Gypsum Company, Inc. is a wholly-owned (15) subsidiary of Kaiser Cement Corporation.

(16) Q. And how was it that Kaiser Gypsum came to be (17) incorporated in the State of Washington?

(18) A. I don't know.

(19) Q. Do you know when Kaiser Gypsum was associated — (20) incorporated in the State of Washington?

(21) A. Yes.

(22) Q. And when was that, sir?

(23) A. 1952.

(24) Q. Was, between the years of 1965 and 1975 what (25) was the division of products manufactured by Kaiser Gypsum

Page 13

(1) and Kaiser Cement? I'd be happy to clarify that question if (2) you need me to do so.

(3) MS. JACKSON: Objection insofar as you refer (4) to Kaiser Cement products. The plaintiff has not testified (5) to any products manufactured by Kaiser Cement. Kaiser (6) Gypsum products, of course, you may inquire about.

(7) MR. BERGMAN: Q. What were the products that (8) were manufactured by Kaiser Cement as opposed to Kaiser (9) Gypsum?

(10) MS. JACKSON: During what years, Counsel?

(11) MR. BERGMAN: Q. 1965 to 1975.

(12) MS. JACKSON: If you know.

(13) THE WITNESS: Well, to the extent I know (14) Kaiser Cement was in the cement manufacturing business at (15) that time primarily.

(16) MR. BERGMAN: Q. And what business primarily (17) was Kaiser Gypsum involved in the 1965 to 1975 time frame?

(18) A. Primarily wallboard and accessories.

(19) Q. Where were Kaiser Gypsum's corporate (20) headquarters located in the 1965 to 1975 time frame?

(21) A. Based on the information I've been provided (22) they were located in the Kaiser Center in Oakland, (23) California.

(24) Q. And where was Kaiser Cement's corporate (25) offices located in the years of 1965 to 1975?

Page 14

(415) 392-0650

(1) MS. JACKSON: Same objection.

(2) THE WITNESS: To the best of my knowledge they (3) were located in the Kaiser Center in Oakland, California.

(4) MR. BERGMAN: Q. Did Kaiser Cement and Kaiser (5) Gypsum Company have separate accounting departments?

(6) A. To the best of my knowledge, yes.

(7) Q. And did Kaiser Gypsum and Kaiser Cement have (8) separate management?

(9) MS. JACKSON: Can I just object, Counsel. (10) Perhaps if you ask a little corporate history as a preamble (11) there might be some confusion over the names. At one point (12) the Kaiser Cement name included Gypsum in its title. It (13) would be a little more clear for the witness to have that (14) history first.

(15) MR. BERGMAN: Q. Could you provide us with — (16) was there a time, sir, when Kaiser Gypsum and Kaiser Cement (17) had the same name in their title?

(18) A. There was a time when the corporate entity was (19) called Kaiser Cement & Gypsum Corporation.

(20) Q. And was Kaiser Cement & Gypsum — was Kaiser (21) Cement & Gypsum Corporation located at the Kaiser Center (22) during the 1965 to 1975 time period?

(23) A. To the best of my knowledge yes.

(24) Q. And was Kaiser Cement & Gypsum Company a (25) separate entity from Kaiser Gypsum Company during that same

Page 15

(1) time frame, sir?

(2) A. Yes.

(3) Q. Was there — did Kaiser Gypsum Corporation (4) receive its instructions from Kaiser Cement & Gypsum (5) Corporation in the 1965 to 1975 time frame?

(6) MS. JACKSON: Objection, the word (7) "instructions" is vague.

(8) THE WITNESS: I don't know.

(9) MR. BERGMAN: Q. What was the level of (10) day-to-day interaction between Kaiser Gypsum Company and (11) Kaiser Cement & Gypsum Company in the 1965 to 1975 time (12) frame?

(13) MS. JACKSON: If you could, Counsel, clarify (14) the years that the company was called a company entitled (15) "Kaiser Cement & Gypsum Company," was in existence, it would (16) clarify for the witness.

(17) MR. BERGMAN: Q. Sir, during what years was (18) there an entity known as Kaiser Gypsum & Cement Company?

(19) A. From roughly 1964 to approximately 1978.

(20) Q. Between 1964 and 1978, sir, what was the level (21) of day-to-day interaction between Kaiser Gypsum Company and (22) Kaiser Cement &

Tooker & Antz

SSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(3/3)

Gypsum Company?

(121) A. I don't know.

(124) Q. Did Kaiser Cement & Gypsum Company and Kaiser (125) Gypsum Company have the same in-house counsel? I'm not

Page 16

(12) asking you for any comments or communications with that (12) counsel but did they employ the same in-house counsel?

(13) MS. JACKSON: I'm just going to place an (14) objection on the record that I'd like to apply to any (15) question that involves Kaiser Cement is not a party to this (16) action. Plaintiff has not testified in his deposition he (17) was exposed to or claiming exposure to products manufactured (18) by Kaiser Cement, and I'd like a running objection to any (19) questions on that.

(120) MR. BERGMAN: I will give you a running (121) objection on that subject matter, Counsel.

(122) THE WITNESS: I don't know.

(123) MR. BERGMAN: Q. Sir, I'm handing you what (124) has been marked as Exhibit 3.

(125) MS. JACKSON: Can you indicate what the (126) plaintiff number on the bottom?

(127) MR. BERGMAN: Yeah, I'm sorry, the plaintiff (128) number is 238.

(129) Q. Sir, does Exhibit 3 appear to be an (130) organizational chart of Kaiser Cement & Gypsum Corporation, (131) the Gypsum Division?

(132) A. That's what the title of the front page says.

(133) Q. And is this one of the document that you (134) reviewed in preparation for this deposition?

(135) A. Yes.

Page 17

(136) Q. Okay. I would like to turn, direct your (137) attention to page, the third page which is designated as (138) Page No. 240. Who was Mr. R.A. Costa?

(139) A. Well, according to the chart he was Vice (140) President and General Manager of Kaiser Gypsum.

(141) Q. And who was president of Kaiser Gypsum during (142) that 1970 time frame?

(143) A. I don't know.

(144) Q. How would that information be obtained?

(145) A. I don't have any idea off the top of my head.

(146) Q. Was there a president of Kaiser Gypsum (147) Corporation?

(148) A. I don't know.

(149) Q. Who if anybody did Mr. Costa report to? And (150) am I pronouncing his name right first of all?

(151) A. Yeah, I have not seen an organization chart (152) with Mr. Costa's name on it reporting to someone else.

(153) Q. So to the best of your knowledge Mr. Costa was (154) the chief executive officer of Kaiser Gypsum Corporation?

(155) A. Those aren't my words. I think he was vice (156) president and general manager.

(157) Q. What were Mr. Costa's responsibilities as Vice (158) President and General Manager of Kaiser Gypsum Company?

(159) A. I can only deduce from the organizational (160) chart that his business was to run, his role was to run that

Page 18

(161) company on a day-to-day basis.

(162) Q. And sitting here today you don't know whether (163) or not Mr. Costa reported to anybody else?

(164) A. No, I've not seen an organizational chart that (165) said that he, nor have I read anything that said that Mr. (166) Costa reported to someone else.

(167) Q. Was Kaiser Gypsum in the 19 - Kaiser Gypsum (168) Company, a public or private corporation in the year 1970 (169) when this chart was generated?

(170) A. It was a wholly-owned subsidiary of Kaiser (171) Cement Corporation or Kaiser Cement & Gypsum Corporation, (172) depending on the time frame.

(173) Q. Do you know whether or not Mr. Costa reported (174) to Kaiser Cement & Gypsum Company in 1970?

(175) A. I don't know.

(176) Q. I'm going to go down the list of some of the (177) individuals on this organizational chart and for the record (178) I'm referring to Page 240. What were the roles of the (179) executive assistant, the two executive assistants listed on (180) this chart, Mr. Eshelman and Mr. Orzech?

(181) A. I don't know. I've not seen a job (182) description, nor do we have any job descriptions for those (183) positions.

(184) Q. Do you have any knowledge whatsoever as to (185) what Mr. Eshelman or what Mr. Orzech did in the

Page 19

(186) organization?

(187) A. No, I don't. Perhaps I should say at this (188) point that the day-to-day business operations of Kaiser (189) Gypsum Corporation ended in 1978 or about that time. There (190) are no current employees of Kaiser Gypsum. So it's been (191) over between 20 years since there was any employees there. (192) I've been with Kaiser companies roughly 18 years. So I have (193) no direct knowledge of these people and what they did. I (194) can merely go from the documents that have been provided to (195) me. And as I look at these documents as you have them in (196) front of you, I can make certain conclusions but -

(197) Q. What conclusions can you make, sir?

(198) MS. JACKSON: Objection,

overbroad.

(199) MR. BERGMAN: Q. Based on this document, sir, (200) what conclusions can you make?

(201) A. Well, I can conclude that Mr. Costa was the (202) Vice President and General Manager of the Kaiser Gypsum (203) Company, for example.

(204) Q. Looking down the chart, sir, there's the Group (205) Manager, Wallboard Accessories and Metal Products. What (206) were, what category of products were Wallboard Accessories?

(207) MS. JACKSON: I'm going to object, Counsel. (208) We've reached a stipulation with local counsel for Kaiser (209) Gypsum that the products inquired into would be limited to (210) the joint compound products that your client has testified

Page 20

(211) that he was exposed to. So insofar as your question exceeds (212) that narrow scope pursuant to stipulation I would object.

(213) MR. BERGMAN: Q. I'm not asking for any (214) detailed information. I'm just concerned about - I would (215) like to know, and this falls within the ambit of my (216) request of organization and governance, what were the (217) general category of wallboard accessories. I'm not asking (218) specific product questions at this time.

(219) A. Well, as I understood it I think they're (220) referred to in our interrogatories. They generally consist (221) of the various joint compounds.

(222) Q. And who did, who was, first of all, J.W. (223) Blewett?

(224) A. Well, according to the chart he was group (225) Manager for the Wallboard Accessories and Metal Products (226) operations.

(227) Q. Do you know whether Mr. Blewett is still (228) living?

(229) MS. JACKSON: Counsel, I believe we provided (230) that to you in the answers to interrogatories that were the (231) subject of your motion.

(232) MR. BERGMAN: I understand.

(233) THE WITNESS: I'd have to see the document (234) that I provided. I have not committed - I know a number of (235) the employees on these charts are deceased and I haven't

Page 21

(236) memorized them.

(237) MR. BERGMAN: Q. Who did Mr. Blewett report (238) to within Kaiser Gypsum?

(239) MS. JACKSON: What time frame?

(240) MR. BERGMAN: Q. 1970, the date that this (241) chart was generated?

(242) A. Well, according to the chart he reported to (243) Mr. Costa. That's the way I would read it.

(244) Q. Looking down the chart, sir, there's Vice (245) President of Sales. What was the function of the Sales (246) Department of Kaiser Gypsum in the 1965

Tooker & Antz

(415) 382-0550

Page 15 to Page 21

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(44)

to '75 period? (11) Correction, in the 1964 to '78 period.

(13) MS. JACKSON: Could you repeat the question, (14) Counsel?

(15) MR. BERGMAN: Q. Yeah. What was the function (16) of the Sales Department of Kaiser Gypsum in the 1964 to 1978 (17) time period?

(18) A. Well, I have no direct knowledge but I'll (19) venture that they were in charge of selling the various (20) products manufactured at the, on the manufacturing side of (21) the business.

(22) Q. And would that include joint compounds?

(23) A. Yes, I would think so.

(24) Q. And who did the Vice President for Sales (25) report to within Kaiser Gypsum Company?

Page 22

(1) A. Well, the chart would indicate to me that he (2) reported to Mr. Costa.

(3) Q. The next question is what was the role of the (4) vice president for merchandising within Kaiser Gypsum in the (5) 1964 to 1978 time period?

(6) A. I don't know.

(7) Q. Why was there a separate merchandising and (8) Sales Department?

(9) A. I don't know.

(10) Q. Does anybody at Kaiser Gypsum have any (11) knowledge regarding why there was a separate sales and (12) merchandising department?

(13) A. Kaiser Gypsum has no employees.

(14) Q. Is the answer to my question that nobody (15) besides yourself has any knowledge as to why there was a (16) separate Merchandising and Sales Department?

(17) MS. JACKSON: No one at the company.

(18) THE WITNESS: You asked was there anyone at (19) Kaiser Gypsum who has knowledge and I indicated Kaiser (20) Gypsum has no employees.

(21) MR. BERGMAN: Q. Is there anybody else (22) besides yourself that would be able to better answer the (23) question as to what the different function of the (24) Merchandising and Sales Department was?

(25) A. If there is I don't know who that would be.

Page 23

(1) Q. Who did the vice president for merchandising (2) report to within Kaiser Gypsum?

(3) A. According to the chart he would have reported (4) to Mr. Costa.

(5) Q. The next department is research and (6) development. What was the function of the research and (7) development department within Kaiser Gypsum in the 1964 to (8) 1978 time period?

(9) A. I have no direct knowledge. I

Page 21 to Page 27

would assume, (10) though, that they were generally involved in researching and (11) developing and/or improving existing or new products.

(12) Q. In the 1964 to 1978 time period were there (13) ongoing changes in the products that were manufactured by (14) Kaiser Gypsum?

(15) MS. JACKSON: I'm going to object it's vague (16) and overbroad.

(17) THE WITNESS: I have no direct knowledge but I (18) would assume that if they had a department for that purpose (19) that that department did something and there were changes.

(20) MR. BERGMAN: Q. And I guess sir, in light of (21) counsel's prior objection, which is well taken, I'm trying (22) to ascertain whether there was a constant evolution of (23) products within the Gypsum Division or, and whether that was (24) part of the ongoing operations of the company.

(25) MS. JACKSON: To the extent that you know.

Page 24

(1) THE WITNESS: I don't have any direct (2) knowledge but I would assume, to use your word, that there (3) was an evolution or certainly new products were introduced (4) and those new products may have replaced existing products, (5) that sort of thing. That's common in industry.

(6) MR. BERGMAN: Q. And was one of the functions (7) of the Research & Development Department to integrate new (8) scientific developments that occurred between 1964 and 1978?

(9) A. I don't know. [

(10) Q. Was one of the functions of the Research & (11) Development Department to deal with any safety concerns that (12) might have arisen regarding products manufactured or sold by (13) Kaiser Gypsum Company?

(14) A. I don't know.

(15) Q. Was there a separate department within Kaiser (16) Gypsum that was responsible for insuring the safety of its (17) products?

(18) A. To the best of my knowledge there was not.

(19) Q. Who at Kaiser Gypsum would have been (20) responsible for insuring the safety of the products that (21) were sold to the public?

(22) MS. JACKSON: Over what time frame?

(23) MR. BERGMAN: 1964 to 1978.

(24) THE WITNESS: Ultimately I would have thought (25) Mr. Costa would be.

Page 25

(1) MR. BERGMAN: Q. Was there anybody besides (2) Mr. Costa at Kaiser Gypsum who was responsible for insuring (3) the safety of the products that were sold by Kaiser Gypsum (4) to the public?

(5) A. Well, I don't know where you're

going with (6) that question. I'd answer it generally that, you know, the (7) management team, all of the manager would shoulder some (8) responsibility for the safety of their product.

(9) Q. And by management team would that be fair to (10) say that the vice presidents who are listed on the, kind of (11) on the, toward the bottom of Page 240?

(12) A. I would say most of them. There may be some (13) people on there that, for example, the Financial Analyst or (14) the Vice President and Controller may not have a very strong (15) link to the safety efforts. But someone like the vice (16) president for operations in the manufacturing environment (17) may have a greater responsibility.

(18) Q. And moving then to the Vice President for (19) Operations, who did that individual report to?

(20) A. According to the chart he reported to Mr. (21) Costa.

(22) Q. And would the Vice President for Operations (23) have been the primary individual other than Mr. Costa (24) responsible for insuring the safety of Kaiser Gypsum's (25) products?

Page 26

(1) A. I don't know.

(2) Q. You had indicated individuals in the (3) management team who were responsible for insuring the safety (4) of Kaiser Gypsum's products and you identified the Vice (5) President of Operations. Would the manager of Research & (6) Development also have shared some responsibility for (7) insuring the safety of Kaiser Gypsum's products?

(8) A. He may or he may not. I don't know.

(9) Q. How about the Vice President of merchandising?

(10) A. I don't know.

(11) Q. And how about the vice president of sales?

(12) A. I don't know.

(13) Q. And how about the vice president for (14) manufacturing?

(15) A. I don't know.

(16) Q. And how about the, the group manager of (17) wallboard accessories?

(18) A. Mr. Blewett?

(19) Q. Yes.

(20) A. I don't know.

(21) Q. So the only individuals thus far, so if I (22) understand your testimony, sir, the two individuals that you (23) have identified as being responsible for insuring the safety (24) of Kaiser Gypsum's products are the vice president and (25) general manager, Mr. Costa, and the vice president of

Page 27

(1) operations, at this point Mr. Schaper?

(2) MS. JACKSON: I'm going to object

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(415) 392-0650

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX[5]

insofar as (1) it misstates his testimony. I think his testimony was that (4) the management team.

(5) MR. BERGMAN: Well, let -- well, Counsel, I'm (4) going to start objecting to your speaking objections. (7) You're certainly entitled to object.

(8) Q. And if I've misstated your testimony in any (9) way, Mr. Hobby, please enlighten me as to how I've done (10) that.

(11) A. I think you've mischaracterized it. What I (12) tried to say was that everyone in management has a (13) responsibility, okay, for the safety of the employees and/or (14) the products. I also indicated to you I don't know if any (15) one person in the organization had absolute day-to-day (16) responsibilities for that other than I would assume, and I (17) know that's dangerous to do, but Mr. Costa as the head of (18) the organization would have overall responsibility. Beyond (19) that I cannot say to you whether an individual within this (20) chart has greater or lesser responsibility than another. I (21) have no direct knowledge.

(22) Q. Sir, I'm handing you a picture an exhibit (23) marked as No. 5. I do have a color photograph if that would (24) be easier for you. Is that Mr. Costa?

(25) A. I don't know.

Page 28

(1) MS. JACKSON: Counsel, I just would like an (2) opportunity to see actually the color photo --

(3) MR. BERGMAN: Absolutely.

(4) MS. JACKSON: -- and also advise you that this (5) was not provided to us prior to the deposition. Thank you.

(6) THE WITNESS: I've never seen this picture (7) before. I've never met Mr. Costa, nor have I ever seen a (8) photo of Mr. Costa where he has been identified to me. So I (9) would have no way of identifying Mr. Costa.

(10) MR. BERGMAN: Q. Is Mr. Costa still living?

(11) A. To the best of my knowledge he is not. But (12) again I would refer you to the listing that I was provided (13) to you and remind you that I haven't committed all the (14) deceased persons to memory.

(15) Q. I understand, sir.

(16) A. But I understand Mr. Costa is not living.

(17) Q. Do you know when Mr. Costa ceased to be vice (18) president and general manager of Kaiser Gypsum Company?

(19) A. No.

(20) Q. What was, directing your attention once again (21) to Exhibit 240, the vice president of manufacturing, who did (22) that individual report to?

(23) A. According to the chart I would indicate that (24) he reported to a Mr. Schaper I guess you would pronounce it,

Tooker & Antz

(25) S-C-H-A-P-E-R.

Page 29

(1) Q. Now sir, if you would, please, turn to Page (2) 241. It appears to be a breakdown of the sales division or (3) the Sales Department of Kaiser Gypsum. And we've talked (4) about, quite a bit about who reports up the chain of (5) command. I'm going to try to address some questions to you (6) about how information is disseminated down the chain of (7) command.

(8) Would -- well, first of all, if I could direct (9) your attention once again, though, I'm sorry, to Page 240. (10) And I'd like to direct your attention to the line toward the (11) bottom of the page, the five vice presidents?

(12) A. I see it.

(13) Q. Okay. Was information concerning the safety (14) of Kaiser Gypsum products shared between the various vice (15) presidents listed on Page 240?

(16) MS. JACKSON: During what time frame?

(17) MR. BERGMAN: Q. During 1964 to 1978. And (18) let me just say for the record, Mr. Hobby, unless I say (19) otherwise, during my examination this morning my time frame (20) will be 1964 to 1978.

(21) MS. JACKSON: And just for the record to be (22) absolutely clear, Kaiser Gypsum's products became (23) asbestos-free in 1975. So to the extent you're inquiring (24) about information past the 1975 date I would object.

(25) THE WITNESS: I lost track of the question.

Page 30

(1) MR. BERGMAN: Q. That's fine, Mr. Hobby. (2) It's hard when a bunch of lawyers ask questions and go back (3) and forth, I know.

(4) A. That's okay.

(5) Q. I'd like to direct your attention on Page 240 (6) to the five individuals listed in the vice president (7) category. And we've spoken a lot about them. And I believe (8) you said that all of those individuals would report to Mr. (9) Costa. And my question to you now is would these (10) individuals, these five vice presidents have been (11) responsible for sharing information between themselves (12) regarding the safety of Kaiser Gypsum's products?

(13) A. I have no direct knowledge of the answer to (14) that question. Whether or not they would have had a (15) responsibility as you put it to share information, I have (16) not seen that in any job title or anything. I would say as (17) a normal course of business issues such as safety may be (18) would be shared between various departments, yes.

(19) Q. So as a normal course of business then the (20) various vice presidents would have been expected to

share (21) information concerning the safety of Kaiser Gypsum's (22) products?

(23) A. Well, when you say share, I don't know whether (24) or not there was some responsibility or directive, for (25) example for Mr. Hague to communicate to Mr. Crowle about

Page 31

(1) some safety item, whether or not he would have a (2) responsibility to do that. I would indicate to you that I'm (3) sure information was shared based on probably the individual (4) determination of that manager.

(5) Q. So, and I understand that, you know, we're (6) talking about the corporate structure and we may not have (7) precise directives concerning every interaction and every (8) responsibility that each corporate officer has in relation (9) to every other corporate officer. However, had say the (10) manager of research development learned of information (11) regarding the, learned that Kaiser Gypsum's products may not (12) be safe when used as intended would that have been the type (13) of information that would have been shared to the vice (14) president of sales responsible for selling those products to (15) the public?

(16) MS. JACKSON: Calls for speculation.

(17) THE WITNESS: All I can say to that is that (18) I've never seen a document that would indicate as you have (19) just stated.

(20) MR. BERGMAN: Q. Based on your knowledge of (21) the company overall would you have expected the vice (22) president of sales to have been informed of any defects of (23) the product that rendered it dangerous when used as (24) intended?

(25) A. That would be speculative on my part. I could

Page 32

(1) speculate that on that Mr. Bergman, but I have no direct (2) knowledge.

(3) Q. And I would understand from your answer that (4) you're not aware of anybody else at Kaiser Gypsum that would (5) know whether the Research & Development Department would (6) have been responsible for sharing safety information with (7) the Sales Department?

(8) A. No, I've never seen a document or anything in (9) writing or anything that I've been, any of the information (10) I've reviewed that would cause me to be able to answer that (11) question positively yes.

(12) Q. Now if we could go back to Page 241?

(13) MS. JACKSON: Just for the record, Counsel, (14) you have not designated 241 as a document you wish to (15) examine our witness on.

(16) MR. BERGMAN: Yes, I do, Counsel. My (17) intention in this designation was to

Page 27 to Page 3

(415) 392-0650

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(8/5)

refer to the first page (18) of these documents, not to list every page of the document (19) that was indicated. But I will, in light of your objection (20) I will keep that in mind in the course of my examination.

(21) MS. JACKSON: My objection was that it was not (22) on the list. Now you're telling me that you designated (23) incomplete listing of document numbers or you intended to (24) designate just the Page 1? Is that it? Because what I was (25) just objecting to was document 0241 was not designated in

Page 33

(1) your notice. So my objection would be it's outside the (2) scope of the notice.

(3) MR. BERGMAN: I understand, Counsel, and (4) insofar as I refer to question 241 such reference is in (5) pursuit of my general inquiry concerning the corporate (6) history and governance of Kaiser Gypsum, not the document (7) per se.

(8) Q. And my question to you, Mr. Hobby, is what (9) were the general responsibilities of the vice president of (10) sales of Kaiser Gypsum Company?

(11) MS. JACKSON: And just for the record so that (12) you know, not having seen the complete designations in your (13) notice and not having a clarifying letter or phone call (14) about the nature of your notice, we have not prepared and (15) reviewed the documents that are not listed on your notice.

(16) MR. BERGMAN: I understand.

(17) MS. JACKSON: So my objection is going to be (18) that we've not had an opportunity to review them and that he (19) had be given incomplete numbers and I'm going to object (20) insofar as the documents are not complete.

(21) MR. BERGMAN: Q. Okay. What is the general (22) responsibility of the Sales Department, Mr. Hobby? And I (23) will ask you to look at Page 241 only insofar as it helps (24) you formulate an answer. If it doesn't help you, just (25) ignore it.

Page 34

(1) MS. JACKSON: Referring back, Counsel, to the (2) date of this document which is on 0238 is 1970, November 17 (3) That's the limitation on your question?

(4) MR. BERGMAN: Q. No, my question is in (5) general what was the department, responsibility of the Sales (6) Department of Kaiser Gypsum Company in the 1954 -

(7) MS. JACKSON: If you know.

(8) THE WITNESS: I think I already answered that (9) question but I have no direct knowledge. I have not seen a (10) job description. But I did venture an assumption that the (11) function of the Sales Department was to sell the products (12) that are manufactured by the company.

(13) MR. BERGMAN: Q. Was one of the - what (14) department of Kaiser

Page 32 to Page 38

Gypsum is, was responsible for (15) communicating product information to customers?

(16) MS. JACKSON: Objection, vague. "Product (17) information" is unclear.

(18) THE WITNESS: I don't know who had (19) responsibility for that.

(20) MR. BERGMAN: Q. I'm not talking about the (21) individual, I'm talking about the organization.

(22) A. I could guess but I have no direct knowledge (23) of who would have had responsibility for that specific (24) function.

(25) Q. What is your best understanding? Well, let me

Page 35

(1) ask you this: Was there an entity at Kaiser Gypsum that (2) communicated information regarding the use and application (3) of Kaiser Gypsum products to the customers?

(4) A. Well, as far as I know the Sales Department no (5) doubt communicated with its customers. But there may have (6) been other departments that communicated with customers as (7) well.

(8) Q. What department, if any, at Kaiser Gypsum was (9) responsible for communicating safety information to (10) customers?

(11) A. I have no direct knowledge.

(12) Q. Was there a department at Kaiser Gypsum that (13) had responsibility for communicating safety information to (14) the public, the users of your product?

(15) A. I don't know. I don't know.

(16) Q. Is there anybody who knows whether there was (17) any department at Kaiser Gypsum responsible for (18) communicating product safety information to the public?

(19) A. I don't know.

(20) Q. I'd like you to look at Page 244 and that is (21) of this exhibit.

(22) MS. JACKSON: Same objection as to the (23) incompleteness and lack of designation. Objection to the (24) inquiry outside the scope of the notice.

(25) MR. BERGMAN: Q. Kaiser Gypsum as I

Page 36

(1) understand it, sir, manufactured joint compounds that (2) contained asbestos during certain years; is that correct, (3) sir?

(4) A. That's correct.

(5) Q. And what plants, what manufacturing facilities (6) were responsible or manufactured asbestos-containing joint (7) compounds?

(8) MS. JACKSON: I'm going to object insofar as (9) the joint compounds in question would have emanated from one (10) plant in the Pacific Northwest. The inquiry on other plants (11) is inappropriate.

(12) MR. BERGMAN: Q. Go ahead and

answer the (13) question, sir.

(14) A. In the research I did I didn't research all (15) the operations that n--- have or may not have produced joint (16) compounds. I focused my research in the Seattle plant. But (17) I do know that other plants did, but I would be hard pressed (18) to categorically say what all the plants manufactured.

(19) Q. Why did you focus your research on the Seattle (20) plant, sir?

(21) A. Because based on the advice of counsel, Mr., (22) the Pickner case involved was localized to that region.

(23) Q. What years did the Seattle plant manufacture (24) asbestos-containing joint compounds?

(25) A. Roughly from 1969 to 1975.

Page 37

(1) Q. And is it your understanding, sir, that Mr. (2) Pickner was not exposed to joint compounds prior to 1969?

(3) A. I have no knowledge of Mr. Pickner's exposure.

(4) Q. And again, without going into any contents of (5) any communications, you focused your, you did not focus any (6) of your inquiry prior to 1969; is that correct?

(7) A. I read a lot of documents and reviewed a lot (8) of documents that would give me some general knowledge. But (9) I'm telling you that I focused on the Seattle area and the (10) Pickner case because I understood that's what we were being (11) deposed on.

(12) Q. And was - you're aware, sir, and this kind of (13) gets into one of the other subject areas we're going to talk (14) about today which is sales of asbestos-containing joint (15) compounds in the Portland and Vancouver area. Would those (16) products have been, and is it your testimony, sir, that - (17) well, where were joint compounds that were manufactured, (18) that were sold in the Portland, greater Portland and (19) Vancouver area manufactured?

(20) A. Well, would I say they were generally (21) manufactured at the Seattle plant.

(22) Q. And that was located kind of Harbor Island (23) area?

(24) A. I'm not familiar with the term "Harbor (25) Island."

Page 38

(1) Q. Located kind of south Seattle?

(2) A. In Seattle.

(3) Q. Okay.

(4) A. I've not been to the plant personally.

(5) Q. Okay. And so if I understand your testimony, (6) sir, at least after 1969, joint compounds that Mr. Pickner, (7) Kaiser Gypsum joint compounds that Mr. Pickner may have (8) worked around would have been manufactured primarily in (9) Seattle; is that correct?

(415) 392-0650

Tooker & Anns

85A

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

KMAX/77

(101) A. To the best of my knowledge. That's my (11) understanding, yes.
 (122) Q. And how about prior to 1969, sir?
 (133) MS. JACKSON: I'm going to object, Counsel, (14) it's not relevant.
 (155) MR. BERGMAN: It manifestly is relevant, (16) Counsel. The client was exposed from 1965 on.
 (177) Q. But you can go ahead and answer the question.
 (189) A. Perhaps if you tell me where he was exposed I (19) could more directly answer the question.
 (200) Q. Yeah. Mr. Pickner worked in Portland, greater (21) Portland and Vancouver, greater Portland, Oregon and (22) Vancouver, Washington.
 (232) A. Yes.
 (244) Q. And from approximately 1964, '65 on. So what (25) I'm trying to do is figure out if the Seattle plant didn't

Page 39

(1) start making asbestos-containing joint compounds until 1969 (2) where would this joint compound have been obtained prior to (3) that period?
 (4) MS. JACKSON: Well, it assumes facts not in (5) evidence that in fact there were exposures that I don't (6) believe have been testified to prior to the 1969 time frame.
 (7) MR. BERGMAN: Q. You can answer the question, (8) Mr. Hobby.
 (9) A. I'm getting a little confused.
 (109) Q. Okay.
 (121) A. But in 1969 is when we started manufacturing (122) joint compounds that contained asbestos. I don't know (13) whether or not we manufactured any joint compounds that (14) didn't contain asbestos. And I don't know specifically (15) whether or not there may have been some asbestos joint (16) compound that could have found its way to Portland through (17) some channel I'm not aware of.
 (188) Q. Okay. And I want to make sure I understand (19) your testimony. Are you testifying that Kaiser Gypsum did (20) not commence manufacturing asbestos-containing joint (21) compounds until 1969 or that it did not commence (22) manufacturing asbestos-containing joint compounds in Seattle (23) until 1969?
 (24) A. In Seattle.
 (259) Q. Okay. Prior to '69 did Kaiser Gypsum

Page 40

(1) manufacture asbestos-containing joint compounds?
 (2) A. I believe the answer to that is yes. Again I (3) haven't focused my research very much on what other plants (4) may have manufactured.
 (5) Q. Do you know whether asbestos-containing joint (6) compounds were manufactured at the Antioch plant?
 (7) MS. JACKSON: Objection, it's outside

the (8) scope of the notice.
 (9) THE WITNESS: I don't know.
 (101) MR. BERGMAN: Q. Do you know whether any (11) asbestos-containing joint compounds were manufactured in the (12) Delanco plant?
 (133) MS. JACKSON: Same objection.
 (145) THE WITNESS: I don't know. If you know the (15) answer to that perhaps you could give me a document or (16) something that would remind me. But based on my knowledge (17) as I sit here right now I don't know the answer to those (18) questions.
 (198) MR. BERGMAN: Q. Okay. And I'm referring to (20) Exhibit No. 244 — or Page 244.
 (221) A. Yes.
 (232) Q. And that document indicates wallboard (23) accessories. And so based on that I'm —
 (244) A. What wallboard, where are you located at?
 (258) Q. I'm looking at the bottom line of the

Page 41

(1) organizational chart on Page 244.
 (2) A. Yes.
 (3) Q. Okay. And that is the basis on which I (4) inquired whether or not asbestos-containing joint compounds (5) were manufactured say at the Jacksonville plant?
 (6) MS. JACKSON: Well, to the extent that you're (7) looking at a document that you haven't designated in the (8) notice and you're asking him to speculate on what it means, (9) the document speaks for itself.
 (108) MR. BERGMAN: Q. You can answer the question, (11) Mr. Hobby.
 (121) A. Yeah. This would indicate that there were (13) some sort of wallboard accessories manufactured at those (14) various locations.
 (158) Q. And you previously testified that your (16) understanding of wallboard accessories included joint (17) compounds?
 (189) A. It included, yes.
 (201) Q. When did Kaiser Gypsum start manufacturing (20) asbestos-containing joint compounds?
 (213) A. I don't know the answer to that right off the (22) top of my head. Perhaps you can help me, I don't remember.
 (224) Q. Well, I don't know the answer to that (24) question, either, sir.
 (235) MR. PETTY: This is Ken Petty. Are we

Page 42

(1) anywhere hear a break because I don't know what is happening (2) but I can't really hear anything. I can hear your questions (3) and some of Gaby, but I can't hear the witness at all.
 (4) MR. BERGMAN: I can try to move the phone a (5) little closer to the witness, Ken.
 (6) MR. PETTY: Okay.

(415) 392-0650

(8) MR. BERGMAN: Watch if I screech while moving (9) the phone. I apologize in advance.
 (109) THE WITNESS: I guarantee you, I'm answering (11) them all, Ken.
 (122) MR. PETTY: Okay.
 (133) MS. JACKSON: Does that sound better, Ken?
 (144) MR. PETTY: It sounds better except now I got (15) something in my throat.
 (166) MS. JACKSON: I was going to say you don't (17) sound so hot.
 (178) MR. BERGMAN: Mr. Hobby was approximately five (19) feet away from the phone, Ken, so this may help things out a (20) little bit.
 (221) MR. PETTY: I've been hearing some and not (23) hearing some but I guess I would just like the record to (24) reflect, and I'm going to keep quiet as best I can, Matt, (25) but the tenor of the questions that I hear, I think more or (26) less all of them assume that this witness knows or has to

Page 43

(1) know the answers to questions. And I believe if you look at (2) the law on Civil Rule 30(b)(6), I think you need to find out (3) what he knows personally and then what is reasonably known (4) to him or what he knows from reasonably available (5) information, and I don't think the law allows you or anybody (6) to assume that the company can always produce a witness that (7) can answer every one of your questions. So I would just (8) interpose an objection generally speaking to the tenor of (9) your questions which I think assume facts not in evidence.
 (108) MR. BERGMAN: Well, the third sub — and I (11) don't want to belabor Mr. Hobby who I'm sure has places he'd (12) rather be, with extended colloquy on the record. But the (13) third item of this notice of deposition specifically (14) requests asbestos-containing joint compounds manufactured by (15) Kaiser Gypsum and intended application of said products. (16) There was no date restriction on that, so I am concerned (17) that we have no information prior to 1969. I don't believe (18) that this is merely an academic concern given that the (19) evidence in this case is that Mr. Pickner worked as a (20) painter upon being released from the Navy in '64.
 (221) MR. PETTY: I think the evidence in this case (23) does not establish any exposure to Kaiser Gypsum products (24) before 1969. You may think it does or wish that it does but (25) I don't believe that it does. I don't think Mr. Pickner was (26) able to pinpoint any exposure in those years and certainly

Page 44

(1) neither of his three brothers were able to do so.
 (2) MR. BERGMAN: I'm just very

Page 36 to Page 41

Tooker & Antz

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(100)

Page 46

concerned at this (3) point that, you know, we've gone to considerable expense to (4) come down here to take a deposition. We have put this (5) deposition off on numerous occasions. The deposition (6) clearly seeks information regarding products manufactured (7) prior to 1969. And we have a witness who can't answer that (8) question. And through no fault of his own. I think he's, (9) you know, doing a yeoman service but apparently was not (10) prepared to do that. And I think that's clearly within the (11) scope of both Rule 26 and my notice. So I'm going to do the (12) best I can to continue with this examination but I'm going (13) to note at this point for the record that I am quite (14) concerned that through no fault of the witness our (15) examination has been hampered.

(16) MR. PETTY: Well, let me just respond to that (17) if you want to make statements for the record like that, I (18) think it should be clear that our discovery obligations are (19) defined by the civil rules and framed by the facts of the (20) case. And I mean I think you've been shown great latitude (21) here in allowing you to ask questions about Kaiser Cement, a (22) company who's not named in this case whose products are not (23) even the type of products at issue in this case, and if you (24) continue to persist to ask questions that are well beyond (25) the scope of discovery I think we're going to have these

Page 45

(1) kind of problems.

(2) Now there may be some legitimate concerns that (3) we both have and we should try to move ahead, iron them out (4) and get what you can get done, accomplished today. I mean (5) that's all I think we need to be doing. But you need to be (6) guided by the facts of this case and the allowable scope of (7) discovery and also what the obligations are for the witness (8) to know in response to your notice which I think we've (9) already determined you only listed about 25 pages of (10) documents and you want him to be able to talk about a bunch (11) of other documents that you didn't specifically list.

(12) MR. BERGMAN: Aren't you sorry you didn't go (13) to law school, Mr. Hobby?

(14) THE WITNESS: Yes, No.

(15) MR. PETTY: We are.

(16) MS. JACKSON: I'd just like to advise counsel (17) that to move the process along in the spirit of cooperation (18) if you would refer to our answers to interrogatories you (19) might be enlightened as to the years prior to 19, I think (20) 69, or if in fact the question was asked and we answered it (21) not to your satisfaction we have not been notified that that (22) was insufficient response.

(23) MR. BERGMAN: Is there a specific (24) interrogatory, Counsel?

(25) MS. JACKSON: I think you asked us what

Page 44 to Page 49

(1) products were manufactured here. Where is it? No. 4 (2) I believe.

(3) MR. BERGMAN: Mm-hmm. Well, why don't we do (4) the best we can. I mean if we could stipulate that Kaiser (5) Gypsum manufactured a product prior to 1969 I think that (6) could move things along.

(7) MS. JACKSON: I would be happy to stipulate to (8) that.

(9) MR. BERGMAN: Okay. All right. I think that (10) would satisfy things and get Mr. Hobby on to places he'd (11) much rather be.

(12) Q. I'd like to direct your attention now, sir, to (13) Interrogatory No. 4

(14) MS. JACKSON: With regard to your stipulation (15) you're asking if Kaiser Gypsum manufactured joint compound (16) containing asbestos prior to 1969 as an overall background (17) question?

(18) MR. BERGMAN: That's correct, Counsel.

(19) MS. JACKSON: Not concerning the Seattle (20) plant.

(21) MR. BERGMAN: That's correct.

(22) MS. JACKSON: All right. And that's what we (23) can advise you.

(24) MR. BERGMAN: Okay, that's fine.

(25) Q. Sir, if you could look on Page 4 of the

Page 47

(1) interrogatories, I'm going to ask you some questions (2) regarding these products. First of all, would it be fair to (3) say that the six products listed on Page 4 of Kaiser (4) Gypsum's response to plaintiff's interrogatories are joint (5) compounds?

(6) A. They are not all joint compounds.

(7) Q. Okay. Which ones would not be joint (8) compounds?

(9) A. Well, No. 2 is identified as a finishing (10) compound.

(11) Q. What is the difference between a joint (12) compound and a finishing compound?

(13) A. Well, again, I'm not an expert and I was (14) trying to merely respond to your question. But I think that (15) a finishing compound is used during a different phase of the (16) construction process than a joint compound.

(17) Q. Okay. And I just want to make sure that (18) we're — I mean counsel and I made certain agreements prior (19) to this deposition and I want to make sure that I honor (20) them.

(21) Would a finishing compound be something that (22) was used in the process of taking two sheets of sheet rock (23) and making a smooth joint between the two, or would it have (24) some other application?

(25) A. No, that's, that would be the general

Page 48

(1) application.

(415) 392-0650

(2) Q. Okay. Okay. Could you describe for me (3) briefly what then Joint Compound Powder is and how it was (4) used? And referring to the first item on Interrogatory (5) 4 — on Page 4 of your response to interrogatories.

(6) A. Well, the joint compound referenced there came (7) in a powdered form.

(8) Q. And what was it used for?

(9) A. Well, it was typically mixed with water to (10) form a slush, if that's the right term, and that was then (11) applied to the various surfaces or joints.

(12) Q. What about, and then after it was applied to (13) surfaces and joints was any other work done to it or (14) modification done to it?

(15) A. Well, I'm not sure I understand your question (16) but — I don't understand your question.

(17) Q. Okay. I'll try to move on and then come back (18) to this in more detail later.

(19) A. Okay.

(20) Q. And then what was the finishing powder that (21) Kaiser Gypsum manufactured?

(22) A. That was also a white powder that would have (23) been mixed with water typically to form a paste that was (24) used in the finishing aspect of the wallboard construction (25) that you described.

Page 49

(1) Q. And would the Finishing Compound Powder then (2) come later in the taping process than the joint compound (3) powder?

(4) A. I understand that it would.

(5) Q. Okay.

(6) A. Keep in mind that I'm not a works — (7) craftsman.

(8) Q. Okay. One-Day Joint Compound Powder. How did (9) that differ from the first two products that you just (10) testified to?

(11) MS. JACKSON: If you know.

(12) THE WITNESS: I don't know exactly. I don't (13) know — do you mean in chemical makeup?

(14) MR. BERGMAN: Q. No, sir, just did, how was (15) that a different product than the first two that you've (16) testified to?

(17) A. I can surmise that it was chemically composed (18) so that it set up faster.

(19) Q. And Three Purpose Compound Powder?

(20) A. I think it had purposes where it, that (21) extended beyond just the joint application.

(22) Q. And what purposes would those be?

(23) A. I understand they, a lot of times there were (24) nails and staples and other components that were used to lay (25) out the wall that this was used to cover in addition to the

Tooker & Antz

BSA

Pickner vs. Owens-Corning Joseph Rass Hobby

11/4/88

XMAX[8r

Page 50

(1) joints.

(2) Q. I understand. And Dual-Purpose Pre-Mix (3) Compound?

(4) A. The primary difference here as I understand it (5) has to do with the, with the fact that it was a premixed (6) compound as opposed to a powder.

(7) Q. And by premix compound, in other words, it (8) would not have to be mixed up?

(9) A. It would generally come in a bucket or a (10) plastic container where the water had already been added so (11) you didn't have to physically do the mixing.

(12) Q. And how about Pre-mix Topping Compound, was (13) that the premix equivalent to Finishing Compound Powder to (14) the best of your understand knowledge?

(15) A. That's my understanding.

(16) Q. Okay. I'm going to ask you a little more (17) questions about these products in question in general but I (18) want to be completely fair here. Would it be fair to group (19) these all in joint compounds or I —

(20) A. Well, it would depend what the question was.

(21) Q. Okay.

(22) A. But if you're just talking about the accessory (23) compounds would I say we can refer to them as joint (24) compounds.

(25) Q. Okay. And so then if you could once again

Page 51

(1) look with me on Page 4, No. 1 through 4 would be, would have (2) to be mixed with water, and Nos. 5 and 6 would come (3) premixed; is that correct?

(4) A. That's my understanding.

(5) Q. Okay. Would the application of the joint (6) compounds, and I'm now talking about merely just for the (7) sake of expediting this, between sheets of dry wall, would (8) the application as opposed to the mixing of these six (9) products be similar?

(10) A. As far as I know, yes.

(11) Q. I want to turn briefly to a subject matter (12) regarding, that it's been identified in our deposition (13) notice and that is the Gypsum Association. And then I'll (14) turn back to these products in a few minutes. If you would (15) please, look on your answers to our interrogatories, No. 10.

(16) A. What page would that be?

(17) Q. That would be Page 6. Your interrogatory (18) indicates that you believe that Kaiser Gypsum was a member (19) of the Gypsum Association from approximately 1952 to (20) 1978. Is that correct to the best of your knowledge?

(21) A. Yes.

(22) Q. What was the Gypsum Association, sir?

(23) A. Well, I believe the Gypsum Association is (24) still in existence.

(25) Q. What is the Gypsum Association

then? Orlet

Page 52

(1) me rephrase it. What was the Gypsum Association at the time (2) that Kaiser Gypsum was associated with it?

(3) A. I don't know how, I don't know how to answer (4) that. Be more specific.

(5) Q. What was its purpose?

(6) A. I guess its purpose was to serve its members.

(7) Q. Okay. And who were its members?

(8) A. I can assume that those members were generally (9) made up of those people that were in the gypsum industry.

(10) Q. And do you know any of the other members of (11) the Gypsum Association besides Kaiser Gypsum?

(12) A. I have no personal knowledge.

(13) MS. JACKSON: Clearly it's outside the scope (14) of the notice, we're talking about Kaiser Gypsum. Certainly (15) not any other companies are at issue here.

(16) MR. BERGMAN: Q. Were other manufacturers of (17) gypsum products involved in the Gypsum Association?

(18) MS. JACKSON: Objection, outside the scope of (19) the notice.

(20) THE WITNESS: I can assume so. I mean I know (21) we weren't the only member.

(22) MR. BERGMAN: Q. Okay. Do you know how many (23) members there were?

(24) A. No.

(25) Q. Do you know what the Gypsum Association did

Page 53

(1) during the period that Kaiser Gypsum was a member of that (2) entity?

(3) A. What it did?

(4) Q. Yes.

(5) A. I don't understand that question.

(6) Q. You'd indicated its purpose was to serve its (7) members and my question is what did it do in service of its (8) membership?

(9) MS. JACKSON: If you know.

(10) MR. PETTY: He's not being offered as a Gypsum (11) Association —

(12) MS. JACKSON: Right.

(13) THE WITNESS: I don't, you know, I haven't (14) seen the by-laws of the Gypsum Association or anything. I (15) do know that they probably had meetings to discuss issues of (16) industrial importance.

(17) MR. BERGMAN: Okay and —

(18) A. And I've never seen any of those minutes or (19) anything.

(20) Q. Okay.

(21) A. I'm saying that, I'm speculating actually. I (22) shouldn't do that.

(23) MS. JACKSON: Yeah.

(24) MR. BERGMAN: Q. Okay. And just responding (25) to counsel's objection which is well taken, I'm concerned

Page 54

(1) about and I'm inquiring into Kaiser Gypsum's involvement in (2) the Gypsum Association and my previous questions were just (3) prefatory in nature.

(4) A. Okay.

(5) Q. Was the nature of Kaiser Gypsum's involvement (6) in the Gypsum Association? I understand that's a broad (7) question but hopefully we can hone in from there.

(8) A. Well, as I understand it we were a member.

(9) Q. And did Kaiser Gypsum attend meetings of the (10) Gypsum Association?

(11) A. I have no direct knowledge of that but we (12) probably attended as members do.

(13) Q. Who at Kaiser Gypsum, and by that I don't mean (14) the individual, but what entity, what officer of Kaiser (15) Gypsum would have been responsible for maintaining or (16) attending meetings of the Gypsum Association?

(17) A. I don't know that anyone would have had a (18) responsibility to attend.

(19) Q. Who would have, who, which Kaiser Gypsum (20) officers would have attended meetings of the Gypsum (21) Association?

(22) A. From time to time any of them might have (23) attended.

(24) Q. Okay. Did the Gypsum Association conduct, did (25) Kaiser Gypsum participate in any joint research efforts in

Page 55

(1) conjunction with the Gypsum Association?

(2) A. I don't know.

(3) Q. Did Kaiser Gypsum receive publications from (4) the Gypsum Association?

(5) A. I don't know. I would assume that we probably (6) did as members, would receive publications that were sent (7) out to all members.

(8) Q. Did the Gypsum Association conduct any (9) research into hazards associated with asbestos to the best (10) of your knowledge?

(11) A. I don't know.

(12) Q. Did Kaiser Gypsum participate in any research (13) with the Gypsum Association referring or relating to the (14) hazards associated with asbestos?

(15) A. I don't know.

(16) Q. Did the Gypsum Association — well, insofar as (17) Kaiser Gypsum was involved with the Gypsum Association, did (18) it receive any information relating to thermal insulation (19) products as opposed to gypsum products?

(20) MS. JACKSON: Objection, outside the scope of (21) the notice. There's no indication that Kaiser Gypsum ever (22)

Tooker & Antz

(415) 392-0650

Page 50 to Page 55

B3A

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(10/10)

manufactured or your client was exposed to any products (23) entitled generically "thermal insulation" from Kaiser (24) Gypsum.

(25) MR. BERGMAN: Q. You can go ahead and answer.

Page 56

(1) A. I have no direct knowledge what we may have (2) received from the Gypsum Association. My response to your (3) earlier question is I'm sure as members we received general (4) information. I have never seen a document that came from (5) the Gypsum Association that comes to my mind.

(6) Q. Okay. And are you aware, do you know whether (7) or not the Gypsum Association had any involvement with (8) thermal insulation products as opposed to gypsum products?

(9) A. I have no personal knowledge.

(10) Q. Do you know whether Kaiser Gypsum received (11) information from the Gypsum Association concerning any tests (12) conducted on the safe levels of asbestos exposure of gypsum (13) products?

(14) A. I have no knowledge. I've never seen a (15) document from the Gypsum Association.

(16) Q. Sir, I'm handing you what has been marked as (17) Exhibit 6, Mr. Hobby, you're looking at your watch. Did (18) you want to take a break?

(19) A. I was thinking maybe a break, short break (20) would be -

(21) Q. I have about two or three more minutes on this (22) subject matter.

(23) A. Okay.

(24) Q. And then we'll take a break.

(25) A. That's certainly -

Page 57

(1) Q. Does that work within your time frames?

(2) A. I just needed to step out for a few minutes.

(3) Q. Okay. Would you rather do it now?

(4) A. No, let's go ahead and finish what we're (5) doing.

(6) MS. JACKSON: What again is the exhibit (7) number?

(8) MR. BERGMAN: I'm sorry, Counsel, it's 325.

(9) Q. Do you know what this document, is, sir?

(10) A. It says it's a Technical Bulletin.

(11) Q. And were technical bulletins prepared by (12) Kaiser Gypsum for the benefit of its customers?

(13) A. I understand they were.

(14) Q. And were technical bulletins prepared by (15) Kaiser Gypsum for the benefits of the users of its products?

(16) A. That's my understanding.

(17) Q. Is Exhibit 6 the type of information that (18) would have been contained in

technical bulletins?

(19) A. Yes.

(20) MS. JACKSON: Can I interrupt you just for a (21) minute, Counsel, because again the notice has designated (22) 0325 as the document you wish to inquire on, and we have not (23) been provided nor did we anticipate that the 326 and 327 (24) which are not on the notice would be inquired on. So to (25) that extent the witness has not seen these two pages before.

Page 58

(1) MR. BERGMAN: Okay.

(2) Q. I'd like to ask you some questions, sir, on, (3) and, maybe if you could refer in conjunction with Exhibit 6 (4) to Exhibit 4, refer with the two documents in conjunction (5) with one another.

(6) MS. JACKSON: Do we have Exhibit 4?

(7) THE WITNESS: Exhibit 4 did you say?

(8) MR. BERGMAN: Q. I'm sorry, I misspoke, Page (9) 4 of your interrogatories.

(10) A. And what was your -

(11) Q. I just wanted to direct your attention to the (12) products that were listed on Page 4 of your interrogatories (13) and then look at the Kaiser Gypsum.

(14) A. Okay.

(15) Q. Sir, I'd like to direct your attention to (16) Products 1 through 4 on Page 4 of your interrogatories. And (17) if you could describe in as great detail and as extensive (18) detail as you can the process under which (19) asbestos-containing joint compounds manufactured by Kaiser (20) Gypsum were mixed. What was the intended process for mixing (21) Kaiser Gypsum asbestos-containing joint compounds?

(22) MS. JACKSON: Objection, vague.

Are you (23) referring to at a job site or mixed in the manufacturing (24) process?

(25) MR. BERGMAN: Yeah, thank you for that

Page 59

(1) clarification, Counsel.

(2) Q. How were the users of Kaiser Gypsum joint (3) compounds supposed to mix up the products?

(4) A. I don't know.

(5) Q. Was there a manner in which Kaiser Gypsum (6) joint compounds were supposed to be mixed?

(7) A. I assume that there was some sort of (8) directions on the package on how to mix and what quantities (9) with water to get, and that varies to get the necessary (10) consistency that the craftsman would be looking for.

(11) Q. Okay.

(12) A. Beyond that I'm not sure what you're asking (13) me.

(14) Q. Well, our deposition and again I'm not, Mr. (15) Hobby, you're doing a great job, our deposition notice (16) sought information on how, the use and application of Kaiser (17) Gypsum joint compounds,

(416) 392-0650

and then my letter of September 29th (18) clarified exactly what we were seeking. intended (19) application. And I'm trying to find out how Kaiser Gypsum (20) intends its asbestos-containing joint compounds to be (21) mixed.

(22) A. I'm not sure I can answer - I don't know what (23) you want from me. You know, I'm trying to answer your (24) question.

(25) Q. I know you are, sir.

Page 60

(1) A. We have a powder and we have water and there's (2) directions on the bag.

(3) Q. Okay.

(4) A. Okay. Now how they intend it to be mixed, I (5) don't know how to answer that.

(6) Q. Okay. Let me try to ask a few questions then (7) to be a little more specific.

(8) A. Okay.

(9) Q. Was it the intention of Kaiser Gypsum, and (10) again I'm referring to the first four products listed in (11) your interrogatory answers, the dry compound, was it the (12) intention that they be poured out of a bag into a bucket of (13) water?

(14) A. I don't know.

(15) Q. Was it the intention that Kaiser Gypsum dry (16) joint compounds be mixed with an electric mixer?

(17) A. I don't know.

(18) Q. Was it the intention of Kaiser Gypsum, were (19) there any directions governing or instructing the users of (20) Kaiser Gypsum asbestos-containing joint compounds on how to (21) mix up the product?

(22) MS. JACKSON: Objection, asked and answered.

(23) THE WITNESS: I don't know. There were (24) directions on the bag to the best of my knowledge. Now I (25) haven't committed those directions to memory. If we had a

Page 61

(1) bag -

(2) MR. BERGMAN: Q. Do you know that there were (3) directions on the back, sir?

(4) A. I've been told there were.

(5) Q. Okay.

(6) A. And I was also told that there were warning (7) labels on the bags.

(8) Q. I understand.

(9) MS. JACKSON: Are you close to the end of your (10) questioning?

(11) MR. BERGMAN: Yeah I am, yeah, Mr. Hobby. (12) Well, I'm not but Mr. Hobby has been very patient and this (13) would be a fine time for a break. Counsel, I have some (14) things to say on the record but Mr. Hobby doesn't need to be (15) belabored by that.

(16) THE WITNESS: Well, I'd like to hear

Tooker & Antz

Page 55 to Page 61

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(11/1)

them.

(17) MR. BERGMAN: Go ahead and take your break. (18) You deserve it.

(19) THE WITNESS: Okay.

(20) THE VIDEOGRAPHER: Do you want to go off the (21) record the video record at this time?

(22) MR. BERGMAN: Let's go off the record entirely (23) for a little bit.

(24) THE VIDEOGRAPHER: Off the record at (25) a.m.

Page 62

(1) (Brief recess).

(2) (WHEREUPON, PLAINTIFF'S EXHIBITS 14 THROUGH (3) 17 WERE MARKED FOR IDENTIFICATION).

(4) THE VIDEOGRAPHER: Back on the record at (5) a.m.

(6) MR. BERGMAN: Q. When we broke, Mr. Hobby, we (7) were discussing Page 4 of your responses to interrogatories (8) and we were discussing the manner in which these four bagged (9) or dry joint compounds were mixed up, and I believe that you (10) had indicated that you didn't have absolute knowledge on (11) that. We discussed with your counsel in recognition that a (12) long time has passed. So I don't want you to at all feel (13) like I'm pressuring you for an answer, Mr. Hobby. If you (14) don't know the answer to the question we'll just take it at (15) that and if your lawyers and us have to take something on (16) later on, that's fine. I just don't want you to think for a (17) minute — you're obviously working very hard and you're in a (18) difficult position and I do appreciate that, sir.

(19) What I'd like to do at this time, Mr. Hobby, (20) is show you a videotape that has been identified in this (21) case as one of plaintiff's exhibits and the videotape shows (22) mixing up some Kaiser Gypsum joint powder and first I'd just (23) like you to look at and then I'll have some questions to ask (24) you about it. And that videotape is designated as Exhibit (25) 14. And I'll have a few questions afterwards to ask you

Page 63

(1) regarding that.

(2) A. Is there anything I'm supposed to focus on?

(3) Q. Why don't you just watch it and it's about two (4) or three minutes long.

(5) A. Okay.

(6) Q. Watch it as best you can and if you want to (7) see it again or something that's fine as well.

(8) MR. PETTY: Matt, what videotape is this? You (9) said something about Exhibit 14.

(10) MR. BERGMAN: It's one of the MLS tapes.

(11) MR. PETTY: I don't know that I've seen it (12) unless this is one that you showed in another deposition.

(13) MR. BERGMAN: It's not, I haven't shown it in (14) a deposition.

Tooker & Antz

(15) MR. PETTY: And how are you showing it in this (16) deposition?

(17) MR. BERGMAN: Okay. Let's break for a, let's (18) just break for a second. I'm using a video monitor showing (19) it to the witness. It's not being dubbed onto the tape in (20) any manner.

(21) MR. PETTY: That's what I wanted to insure end (22) would like to make sure that is the case.

(23) MR. BERGMAN: Yeah. That is the case and — (24) that is the case.

(25) THE VIDEOGRAPHER: Do you want to go off the

Page 64

(1) record?

(2) MR. BERGMAN: No, let's stay on the record.

(3) MS. JACKSON: Can you identify for us where (4) this tape came from if we don't have Exhibit 14, where the (5) tape came from, who made the tape? Do you have some (6) informational issues for us?

(7) MR. BERGMAN: Sure. It was a tape that was (8) made by Dr. Longo, my associate, the tape it's on, and (9) identified in the discovery in this case. It was my (10) associate has paired it down to about four or five minutes (11) but of course all of them are available and have been (12) available for your review.

(13) MS. JACKSON: Okay. So this is an edited (14) version —

(15) MR. BERGMAN: That is correct.

(16) MS. JACKSON: — of a tape made by Dr. Longo.

(17) MR. BERGMAN: That is correct.

(18) MS. JACKSON: Okay.

(19) MR. PETTY: And I just would not necessarily (20) accept your representation that it's been produced in (21) discovery in this case because I believe I have propounded (22) Kaiser Gypsum specific written discovery to you for which (23) you provided answers and even supplemental answers but I do (24) not recall this videotape being described in any way, shape (25) or form in those responses.

Page 65

(1) MS. JACKSON: I guess insofar as it's an (2) exhibit to the deposition we would ask for the copy (3) reflecting the edit to be — give it to us.

(4) MR. BERGMAN: We'll give to you. That's fine.

(5) MS. JACKSON: Yeah. Okay.

(6) (Videotape being shown).

(7) MR. BERGMAN: Okay, let's stop now.

(8) Q. First of all, Mr. Hobby, would you like to see (9) that tape again?

(10) A. I may at some point. Right now

(11) Q. Okay.

(12) A. Until I know I'll ask.

(13) Q. Okay. My question to you, sir, is after (14) reviewing that tape designated as Exhibit 14 does that (15) appear to you to be

the intended manner in which Kaiser (16) Gypsum joint compound was mixed?

(17) A. I have no direct knowledge of that. As I (18) indicated before the break, you know, I'm not a (19) craftsman. I noted that the bags had direction on them. (20) I don't know if those were gyp — compound bags or not. But (21) they had directions on them. This appeared to be using a (22) mixer in one case, appeared to be hand mixing in another (23) case. It would seem logical that something along those (24) lines would happen. But I'm not sure I can answer your (25) question in the affirmative.

Page 66

(1) Q. Is there anything that you saw in that tape (2) that appeared to you to be an incorrect use of a Kaiser (3) Gypsum joint compound?

(4) A. Again I have no direct knowledge of the use as (5) it was intended back at those particular point in time. I (6) think I could go out and take a sack of most any powdered (7) product that was on the market today and duplicate that (8) scenario, and I guess you're referring primarily to the (9) airborne —

(10) Q. No, actually, sir, I'm not. I'm not referring (11) to the airborne matter in that. I'm referring more to the (12) manner in which the workmen or the individuals depicted in (13) Exhibit 14 poured the joint compound into the bucket and (14) mixed it up.

(15) MS. JACKSON: Insofar as the witness has not (16) seen this tape before we have made our best efforts to (17) comply with discovery requirements in the State of (18) Washington. I think this is outside the scope of the (19) notice, I think this lacks foundation, and I wish you would (20) move along on some of these topics.

(21) MR. BERGMAN: Q. Would you like to see the (22) tape again, sir.

(23) MS. JACKSON: No, spare me.

(24) THE WITNESS: No, no.

(25) MR. BERGMAN: Q. Okay. I guess was there

Page 67

(1) anything, I understand this is 20 years later but based on (2) your knowledge and based on your preparation for this (3) deposition and based on our deposition notice was there (4) anything that you saw that the individuals on Exhibit 14 did (5) in mixing that joint compound that appeared to you to be an (6) inappropriate or improper application of Kaiser Gypsum (7) products? (8) MS. JACKSON: Objection, Objection, calls for (9) speculation. This witness is not offered to testify about (10) appropriate or inappropriate methods to mix product and I'm (11) not going to let him answer that question.

(12) MR. BERGMAN: Q. Do you know

(415) 392-0650

Page 61 to Page 67

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/88

XMAX(12/12)

the (12) appropriate -

(14) Counsel, are you instructing the witness not (15) to answer?

(16) MS. JACKSON: I am indeed.

(17) MR. BERGMAN: And the basis of that, if you (18) would, is that it was not within the scope of the -

(19) MS. JACKSON: Outside the scope of the notice, (20) lacks foundation, calls for speculation and we are not (21) offering him as a witness as to the appropriateness of the (22) methods that whoever it was in the tape used to mix (23) products.

(24) MR. PETTY: Matt, you should know I'm in a (25) difficult position. I can't see your videotape over the

Page 68

(1) phone and I'm a little surprised that you're using a tape (2) that you would not have produced to me before today.

(3) MR. BERGMAN: I thought you'd be here, Ken, (4) but -

(5) MR. PETTY: So you intended to surprise me (6) there today in person.

(7) MR. BERGMAN: Q. Do you know, Mr. Hobby, (8) whether in mixing Kaiser Gypsum joint compounds it was (9) intended that the material be poured from sacks into (10) buckets?

(11) A. I don't know about your use of the word (12) "intended." I would suppose that material may have been (13) poured but that would have been an individual decision by (14) the craftsman.

(15) Q. Are you aware of any instructions by Kaiser (16) Gypsum to its customers not to pour joint compound from a (17) bag into a bucket?

(18) A. I am not aware.

(19) Q. Can you now, I'd now like to broaden my (20) questioning directing your attention to Page 4 once again of (21) responses to interrogatories, to all six of the products (22) listed on that document, and ask if you can describe how (23) once mixed, Kaiser Gypsum joint compounds were applied to (24) walls of sheet rock?

(25) A. How they were applied?

Page 69

(1) Q. Yes.

(2) A. I have no direct knowledge on how they were (3) applied. That would be, vary by craftsman.

(4) Q. After Kaiser Gypsum joint compounds were (5) applied to sheets of dry wall what was the next step in (6) preparing or finishing the job for eventual painting?

(7) A. Well, again that might -

(8) MS. JACKSON: Assumes facts not in evidence. (9) On a general basis not all walls may have been painted, you (10) know.

(11) MR. BERGMAN: Q. I'm just trying, maybe you (12) can just, you know I'm trying to work through the scenario (13) of how Kaiser Gypsum joint compounds were used and I'm (14) trying to, you know, go through

Page 67 to Page 73

(15) the steps and we've kind of (16) gone through one step of the mixing and now I'm wondering (17) what the next step would be.

(18) A. I'm trying to be responsive to you.

(19) Q. I understand.

(20) A. You understand I'm not a craftsman. I (21) understand the material was applied, okay, there may have (22) been a tape applied at some point in time. There may have (23) been some sort of smoothing that occurred. Depending on (24) what the final intent for the wallboard may have been, there (25) might have been some sort of a paint applied or texture (26) applied. It would vary from each and every job, would vary.

Page 70

(1) Now I don't know if that's responsive to you but I'm trying (2) to be.

(3) Q. I think it's quite responsive, sir. You (4) testified there was a smoothing that would go on in this (5) process?

(6) A. There may be.

(7) Q. May be. Can you describe what that smoothing (8) would have been?

(9) A. Well, I think that can vary from a trowel (10) application, a trowel, to basically take the lumps or often (11) when you put a material like that on a surface, you know, it (12) lumps or it tends not to be evenly applied. You may use a (13) trowel. You may use a sanding device of some sort.

(14) Q. What kind of a sanding device would have been (15) used?

(16) THE WITNESS: Again that might -

(17) MS. JACKSON: If you know.

(18) THE WITNESS: That would vary by application.

(19) MR. BERGMAN: Q. Was it anticipated by Kaiser (20) Gypsum that dried joint compound would be sanded.

(21) A. I don't know the answer about what Kaiser (22) Gypsum's anticipation was.

(23) Q. Would it have been proper to sand dry joint (24) compound?

(25) MS. JACKSON: Object to the use of the term

Page 71

(1) "proper." Vague.

(2) THE WITNESS: I would think in those (3) circumstances in which I described where it was necessary to (4) smooth the application, there would be some method possibly (5) using a trowel or possibly using sanding or something like (6) that to smooth it out. So it may be proper, it may not be (7) proper.

(8) MR. BERGMAN: Q. Did Kaiser Gypsum know that (9) users of its joint compound may use sanding as a process to (10) smooth the dried material?

(11) MS. JACKSON: I'm going to object insofar as (12) what Kaiser Gypsum knew. There is no time frame involved.

(415) 392-0650

(13) MR. BERGMAN: Q. 1964 to 1978.

(14) A. I don't know what Kaiser Gypsum knew regarding (15) requirements for sanding.

(16) Q. Okay. I'm going to show you a little bit more (17) of Exhibit 14. I understand there will be some objections (18) to those and I'll have a few more questions to ask you (19) regarding that. You need to turn it on.

(20) (Videotape being shown).

(21) MR. BERGMAN: Why don't we see if we can turn (22) the sound off.

(23) THE VIDEOGRAPHER: All the way down?

(24) MR. BERGMAN: Yeah.

(25) Okay. That's fine.

Page 72

(1) Q. Mr. Hobby, does the sanding process that was (2) depicted in Exhibit 14 appear to you as a representative of (3) Kaiser Gypsum to be a proper use of Kaiser Gypsum joint (4) compound?

(5) MS. JACKSON: Objection, calls for speculation, outside the ken of this witness. We're not (7) calling him and offering him to testify about the (8) appropriateness or the proper methods of the use in any (9) particular application. I'm not going to permit him to (10) answer.

(11) MR. BERGMAN: Q. Does the sanding of joint (12) compound depicted on Exhibit 14, Mr. Hobby, appear to you to (13) be, and I quote from the notice of deposition, "The intended (14) application of Kaiser Gypsum joint compound"?

(15) MS. JACKSON: Same objection.

(16) THE WITNESS: Am I supposed to answer? I've (17) gotten confused.

(18) MS. JACKSON: No.

(19) MR. BERGMAN: You're instructing the witness (20) not to answer, Counsel.

(21) MS. JACKSON: I'm sorry, I'm making my (22) objection, I did not instruct him not to answer.

(23) MR. BERGMAN: Okay.

(24) THE WITNESS: I got confused. Give me your (25) question one more time.

Page 73

(1) MR. BERGMAN: Q. I understand, sir. Does the (2) sanding of Kaiser Gypsum joint compound depicted in Exhibit (3) 14 appear to be the intended application of that product?

(4) MS. JACKSON: Lacks foundation.

(5) THE WITNESS: Well, again I don't know when (6) this film was made, whether it was made in 1970 or not. I (7) sort of doubt it or in that time frame that we're talking (8) about. So to the extent that this film represents how it (9) was done back then, I'm not sure, you know, if sanding was (10) necessary to do the job, certainly the method that these (11) people used would be one way to accomplish that.

(12) MR. BERGMAN: Q. Okay. One of the topics (13) that we've designated has

Tooker & Antz

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(13/13)

been sales of Kaiser Gypsum joint (124) compound in Portland and greater Vancouver area. And can (125) you, was there any single entity that distributed your (126) products in those geographical areas?

(127) A. Entity? I'm not --

(128) Q. Company.

(129) A. Oh, I don't know but I would assume not.

(130) MS. JACKSON: I'm going to object that it's (21) vague.

(132) MR. BERGMAN: Yeah, I'm just trying to go (22) from the vague to the specific.

(134) Q. And how were joint compounds manufactured by (23) Kaiser Gypsum distributed in the greater Portland and

Page 74

(1) Vancouver areas?

(2) MS. JACKSON: Could you ask a foundational (3) question as to whether or not they were?

(4) MR. BERGMAN: Q. Yeah. Were Kaiser Gypsum (5) joint compounds distributed in greater Portland and (6) Vancouver area in the 1964 to '78 time frame?

(7) A. Vancouver, Washington?

(8) Q. Yes, sir.

(9) MS. JACKSON: Insofar as you've asked for (10) information outside the years that the manufacturer of these (11) products would involve asbestos I would object to that.

(12) MR. BERGMAN: That objection is well taken. (13) Counsel. Let me rephrase that.

(14) Q. Were asbestos-containing -- well, were Kaiser (15) Gypsum joint compounds manufactured by -- were Kaiser Gypsum (16) joint compounds distributed in Portland and Vancouver (17) Metropolitan areas between 1964 and 1975?

(18) A. Yes.

(19) Q. Okay. And can you describe the manner in (20) which the products were distributed?

(21) MS. JACKSON: Objection, vague.

(22) THE WITNESS: I don't know what you mean by (23) manner. Did we sell them?

(24) MR. BERGMAN: Q. Yes.

(25) A. Yes.

Page 75

(1) Q. Would Kaiser Gypsum sell them to, was there a (2) wholesaler in Portland and Vancouver Metropolitan areas (3) responsible, primarily responsible for distributing your (4) joint compound products in the '64 to '75 time period?

(5) A. The term "wholesaler" I'm not sure of. There (6) were certainly suppliers.

(7) Q. Okay. Was there a primary or a principal (8) supplier? I guess let me try to put the question together (9) this way. How would Kaiser Gypsum joint compounds go from (10) the, get from the factory to the consumer in the Portland (11) area in the 1964 to '75 time frame?

(12) MS. JACKSON: If you know.

(13) THE WITNESS: Well, one of two ways that I (14) would imagine. One would be that the consumer could go to a (15) supplier and buy that. Or there may, the contractor, (16) assuming that's the consumer, may buy directly from the (17) company.

(18) MR. BERGMAN: Q. Would Kaiser Gypsum sell (19) directly to users of Kaiser Gypsum -- would Kaiser Gypsum (20) joint compound be sold directly from Kaiser Gypsum to (21) customers in the Portland and Vancouver area?

(22) MS. JACKSON: Asked and answered.

(23) THE WITNESS: I'm sorry, what did you say?

(24) MS. JACKSON: I'm said it was asked and (25) answered. You answered it.

Page 76

(1) THE WITNESS: Yes.

(2) MR. BERGMAN: Q. Okay. Would those primarily (3) be large dry wall contractors?

(4) A. I don't know about the size of the (5) contractors.

(6) Q. Would they generally be dry wall contractors (7) as opposed to householders or small consumers?

(8) A. Well, yeah, I don't think we would normally (9) sell to the person putting a deck on the back of their house (10) or something. But we would sell to contractors.

(11) Q. Okay. Do you, and by you I mean Kaiser (12) Gypsum, have any knowledge of any of the contractors that (13) Kaiser Gypsum supplied joint compound to between 1964 and (14) 1975?

(15) MS. JACKSON: I object insofar as you use the (16) word "contractors." I don't think we have any knowledge of (17) what these entities are. What their businesses are is not (18) at this point knowable by us.

(19) MR. BERGMAN: That's well taken.

(20) Q. I'd like to inquire whether or not Kaiser (21) Gypsum has any knowledge of any of the customers that bought (22) directly from Kaiser Gypsum joint compound products in (23) the '64 to '75 time period?

(24) A. Yes, I think we have knowledge.

(25) Q. What are some of the some of the customers who

Page 77

(1) purchased joint compound in the '64 to '75 period in (2) Portland?

(3) MS. JACKSON: I'm going to object to the (4) question as overbroad. My understanding in our conversation (5) of yesterday you were interested in inquiring as to the (6) plaintiff's job sites and suppliers that may or may not have (7) supplied to those particular job sites. I think we're (8) prepared to answer those questions for you but are not (9) prepared to give you answers

on the greater area other than (10) what we talked about generally that there was distribution (11) in the that area in the years you've inquired about.

(12) MR. BERGMAN: Yeah, and as I indicated this is (13) not an area I intend to spend much time on. Are there, have (14) you prepared -- let's go off the record for a minute.

(15) THE VIDEOGRAPHER: This marks the end of (16) Videotape No. 1, Volume No. 1 in the deposition of Joseph (17) Hobby. Going off the record. The time is 11:46 a.m.

(18) (Discussion off the record).

(19) THE VIDEOGRAPHER: We're back on the record. (20) At 11:49 a.m. This marks the beginning of Videotape No. 2, (21) Volume 1 in the deposition of Joseph Hobby.

(22) MR. BERGMAN: Q. Mr. Hobby, in preparation (23) for your testimony here today have you reviewed some of the (24) job sites that Mr. Pickner worked at and some of the (25) contractors that may have supplied products to those

Page 78

(1) particular job sites?

(2) A. Yes.

(3) Q. And can you tell me whether or not Kaiser (4) Gypsum supplied products, supplied joint compound to any of (5) those job sites to the best of your knowledge?

(6) A. Yes.

(7) Q. And what job sites were those, sir?

(8) A. There were none.

(9) Q. There were none. None of the job sites that (10) you reviewed indicated Kaiser Gypsum products were used?

(11) A. That's correct.

(12) MR. BERGMAN: Okay. All right. At this time (13) why don't we take a break. I'll indicate the exhibits I (14) want to inquire into and hopefully we can carry on.

(15) THE VIDEOGRAPHER: Off the record at (16) a.m.

(17) (Luncheon recess, 11:49 a.m. to 1:36 p.m.). (18) (19) (20) (21) (22) (23)

(24) --oOo-- (25)

Page 79

(1) (WHEREUPON, PLAINTIFF'S EXHIBITS 18 AND 19 (2) WERE MARKED FOR IDENTIFICATION). (3)

(4) AFTERNOON SESSION (5) November 4, 1998 1:36 P.M.

(6) --oOo--

(7) JOSEPH R. HOBBY (8) having been previously duly sworn,

(9) testified further as follows; (10) (11) EXAMINATION BY MR. BERGMAN (RESUMED) (12)

(13) THE VIDEOGRAPHER: Back on the record at 1:36 (14) p.m.

(15) MR. BERGMAN: Q. Mr. Hobby, you recognize (16) you're still under oath?

Tooker & Antz

(415) 392-0650

Page 73 to Page 75

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(14/14)

(107) A. Yes.
 (108) Q. Okay. If you would, please, on Page 5 of your (109) interrogatories, I'd like to direct your attention to (120) Question No. 7.
 (121) MS. STEELE: What number?
 (122) MR. BERGMAN: Question No. 7.
 (123) Q. The question is post had to Kaiser Gypsum:
 (124) "State the date on which you learned (125) that asbestos poses a hazard to human

Page 80

(126) health."
 (127) Would you please, sir, read the second (128) paragraph of Kaiser Gypsum's response?

(129) A. "Without waiving said objections (130) Kaiser Gypsum responds that it became aware (131) generally sometime that the 1970s the users (132) of some asbestos-containing building products (133) [could be at health — excuse me] could be at (134) risk of inhaling quantities of respirable (135) asbestos fibers sufficient to pose a (136) potential hazard to their health."

(137) Q. I'm going to ask you a number of questions, (138) sir, concerning this question and the response to try to (139) flush out a little better Kaiser Gypsum's position. In (140) general it would appear to me, sir, would you not agree, (141) that the answer to Interrogatory No. 7 relates to users of (142) asbestos-containing products?

(143) A. Yes, I would say that.

(144) Q. Okay. I want to pose some questions to you (145) generally, sir, not with respect to users of (146) asbestos-containing products but asbestos in general. When (147) did Kaiser Gypsum become aware that asbestos in general (148) posed a potential hazard to human health?

(149) A. When did they first become aware?

(150) Q. Yes, sir,

Page 81

(151) A. I have no idea.

(152) Q. Okay. Was there a time, was there a time that (153) Kaiser Gypsum became aware of hazards of asbestos in general (154) prior to the time it became aware that users of its asbestos (155) products could face a health risk?

(156) A. Well, I would answer that in this way, (157) I guess. Asbestos is not a new term in the dictionary. (158) Asbestos was known way back a long time ago as being what it (159) is. So when our people first became aware, I can't answer (160) that, but — I don't know if that answers your question or (161) not. I'm trying to say that asbestos wasn't a hidden item (162) necessarily.

(163) Q. Right. And was there some time prior to the (164) early 70s when Kaiser Gypsum became aware that asbestos (165) could pose a potential hazard to human health?

Page 79 to Page 85

(166) A. For users?
 (167) Q. No, in general.
 (168) A. In general? Yes, would I say there was an (169) awareness.
 (170) Q. Okay. When was that awareness gained?
 (171) A. I don't know.
 (172) Q. Okay. Wasn't there a time prior to the early (173) 70s when Kaiser Gypsum became aware that asbestos could (174) pose a potential hazard to its employees?
 (175) A. Yes.

Page 82

(176) Q. And approximately when —
 (177) A. I've seen documents that would lead me to (178) believe that they had knowledge. I don't know when they (179) first had knowledge.

(180) Q. I understand that, okay. I want to parse out (181) a little bit more, if I could, sir, your response to (182) Interrogatory No. 7. It indicates that Kaiser Gypsum became (183) aware generally some time in the 70s that users of its (184) asbestos products could face a health risk. My question to (185) you, sir, is, can you be any more specific as to when in (186) the 70s Kaiser Gypsum became aware that users of its (187) products could face a health problem?

(188) A. Well, I don't know. I have seen a document (189) where warning labels were put onto their products and (190) certainly that would be I guess a point in time certain (191) where there was an awareness.

(192) Q. Okay. And we'll get to those documents later, (193) sir, but if I represented to you that those documents are (194) dated 1972 would that be a fair statement?

(195) MS. JACKSON: I'm going to object insofar as (196) if you have a document that could help the witness then I (197) would like for you to tell him. He was not employed by the (198) company in those years and his knowledge is from documentary (199) review.

(200) MR. BERGMAN: I understand that. I understand

Page 83

(201) that.

(202) Q. So it would be your testimony, sir, that at (203) the date and we'll peruse those documents in a few minutes, (204) at the date that the documents were generated by Kaiser (205) Gypsum relating to warnings on its products was the date on (206) which Kaiser Gypsum recognized that its products could (207) potentially pose a hazard to its customers?

(208) A. Well, I wouldn't characterize it exactly as (209) you've said that. I would say that that's a point in time (210) where I have a document that identifies that at least at (211) that point in time there was that awareness. Now whether or (212) not there was an awareness prior to that, if somebody could (213) show me a document then I would know,

(214) Q. Okay. Looking a little bit more at your (215) answer to Interrogatory No. 7, you indicate that Kaiser (216) Gypsum learned the 70s that users of some (217)

asbestos-containing products could be at a risk of inhaling (218) quantities of respirable asbestos fibers sufficient to pose (219) a hazard to human health.

(220) Was there some time prior to the early 1970s (221) when Kaiser Gypsum became aware that larger quantities of (222) asbestos dust could pose a risk to human health?

(223) MS. JACKSON: I'm going to have to object that (224) the question is vague, overbroad.

(225) THE WITNESS: I think I just answered that

Page 84

(226) with my last — the same answer would apply that the issue, (227) the quantity of asbestos fibers is not something that I can (228) focus on. I can focus on when we knew and we have at least (229) one document that says that we knew in, what did you say, (230) 1972?

(231) MR. BERGMAN: Q. Okay.

(232) A. I've never reflected on the quantity. I've (233) never seen a document that reflects on the quantity whether (234) there was more or less.

(235) Q. Okay. And I'm not trying to mislead you in (236) any way, sir. I'm trying to understand a little better (237) Kaiser Gypsum's position and let me try to rephrase the (238) question and see if that helps. It may, it may not. It (239) would indicate to me from reading your response to (240) Interrogatory No. 7 that there was, there is some (241) distinction regarding the quantity of asbestos in (242) relationship to the human health risk. And I may have (243) misread your interrogatory in that respect in which case (244) please correct me in that regard. But it would appear as (245) though from that answer that Kaiser Gypsum may have been (246) aware prior to the 70s that a greater quantity of asbestos (247) would have posed a human health risk. That may be a (248) misreading on my part.

(249) A. Well, all I can tell you is I don't remember (250) our thought process when we answered that interrogatory, and

Page 85

(251) I can't remember that there was a, the issue what would have (252) caused us to use the word "quantity."

(253) Q. Okay. So as far as you're concerned you could (254) just as easily say that Kaiser Gypsum became aware generally (255) in the 70s that its products posed a hazard to human health (256) and the issue of quantities is irrelevant?

(257) MS. JACKSON: I'm going to object insofar as (258) you want to rewrite the answers to interrogatories. He's (259) not

Tucker & Antz

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(19/19)

going to give you a different answer than we've already (12) submitted. You can ask your questions, we can go from (11) there. We're not going to reanswer the interrogatories one (12) by one.

(13) MR. BERGMAN: That's not what I'm endeavoring (14) to do. I'm just trying to understand what the interrogatory (15) means. I'm not trying to rewrite them or rephrase them or (16) anything like that.

(17) Q. Was Kaiser Gypsum familiar with the term (18) "TLV"?

(19) A. I don't know.

(20) Q. You can't say one way or the other whether (21) Kaiser Gypsum was aware of that?

(22) A. There may be a document where the term "TLV" (23) is there. Now whether or not they were familiar with that (24) term, again I wasn't there.

(25) Q. And sitting here today you have no knowledge

Page 86

(1) other than the documents as to whether or not Kaiser Gypsum (2) was familiar with that concept?

(3) A. No. No, that's right.

(4) Q. Sir, I'm handing you Exhibit 7. My first (5) question, sir, is that one of the documents that you (6) reviewed with your attorneys?

(7) A. Yes, it is.

(8) MS. JACKSON: Let me just state for the record (9) that again this is one of the documents that was listed in (10) the notice by evidently its first numbered page and with no (11) indication that subsequent pages would be examined on. So (12) insofar as Pages 503 through 508 are attached, we have only (13) seen them just today. So he has not seen the rest of this (14) but he has seen this.

(15) MR. BERGMAN: Q. Okay. Mr. Hobby, have you, (16) let me just make sure I understand your counsel's statement. (17) You have never seen before today Pages 503 through 508 of (18) Exhibit 7?

(19) A. I don't recall that I've seen them.

(20) Q. Okay. Have you ever testified before (21) regarding any deposition or court proceeding regarding (22) exhibits —

(23) A. No.

(24) Q. Pages 503 to 508 of Exhibit 7?

(25) A. No, I have not.

Page 87

(1) Q. Okay. I'm going to ask you some questions (2) about Exhibit 7. If you would, sir, let me ask you, at what (3) date did Kaiser Gypsum become aware that there was a disease (4) known as mesothelioma?

(5) A. I don't know.

(6) Q. Did there come a time, did Kaiser Gypsum learn (7) in 1965 that there was a disease known as mesothelioma?

(8) A. Well, to the extent that that disease is (9) referenced in this

document, I guess the answer to your (10) question maybe is yes.

(11) Q. If you could —

(12) A. I don't know that they necessarily knew the (13) full scope and ramifications of what that disease was or is.

(14) Q. That in 1965 the Kaiser Gypsum's knowledge of (15) mesothelioma was limited to the information contained in (16) Exhibit 7?

(17) A. I don't know that.

(18) MS. JACKSON: Absolutely does not, your (19) characterization of his testimony is incorrect.

(20) MR. BERGMAN: Q. I'm just asking. I think he (21) corrected me. Did there come a time subsequent to 1965 when (22) Kaiser Gypsum became more conversant with the concept of (23) mesothelioma?

(24) A. I don't know the answer to that because in (25) order to be more I would have to know what the level was in

Page 88

(1) the first place. And I've told you I don't know what the (2) level of knowledge was.

(3) Q. Did Kaiser Gypsum at any time understand that (4) its products could potentially cause mesothelioma in the (5) intended users of those products?

(6) A. I don't know.

(7) MS. JACKSON: Absolutely no foundation to that (8) question.

(9) THE WITNESS: You know, we put warning labels (10) on our packages in 1972. I believe it was you said. That (11) would indicate to me that we knew that there was a health (12) hazard. Now whether or not we knew that that health hazard (13) led to mesothe — I struggle with pronouncing it, I don't (14) know.

(15) MR. BERGMAN: Q. Well, let me ask you this: (16) Sitting here today what is what is Kaiser's position, Kaiser (17) Gypsum's position on whether or not its products could have (18) caused mesothelioma?

(19) MS. JACKSON: Sitting here today this is a (20) company that is not in existence, does not transact business (21) and has no employees. So sitting here today it doesn't have (22) a position, on what products that it made 20 some odd years (23) ago.

(24) MR. BERGMAN: Counsel, I'm going to object to (25) the speaking objection. And I understand that procedures in

Page 89

(1) California may be different but that's an improper speaking (2) objection.

(3) Q. Mr. Hobby, did Kaiser Gypsum's products, joint (4) compounds, pose a potential risk to causing mesothelioma?

(5) A. I don't have a personal knowledge of that.

(6) Q. What is the position of Kaiser

Gypsum as to (7) whether or not its products caused mesothelioma?

(8) A. Well, all I know is that the, you know, there (9) had been lawsuits in that particular area and we've dealt (10) with them. I don't, I haven't been party to whether or not (11) we've admitted as a company that we, our product is the (12) cause of mesothe — say it again for me.

(13) Q. Mesothelioma.

(14) A. — thelioma.

(15) Q. Well, let me ask you, does Kaiser Gypsum admit (16) that its products could have caused mesothelioma?

(17) A. I will not admit that.

(18) MS. JACKSON: I'm going to object, I'm going (19) to object only insofar as you're using a term, number one, (20) that he's clearly not familiar with the definition. Number (21) two, he's not a medical expert. You're calling for an (22) expert opinion from him. That's improper.

(23) MR. BERGMAN: Q. Is Kaiser Gypsum — what is (24) Kaiser Gypsum's position as to whether or not its (25) asbestos-containing joint compounds cause cancer?

Page 90

(1) MS. JACKSON: Objection, it's overbroad. The (2) word "cancer" encompasses a number of different diseases of (3) different parts of the body. Your client does not have (4) cancer.

(5) MR. BERGMAN: He'd be surprised to here that,

(6) Q. What is Kaiser Gypsum's position as to whether (7) or not its products caused a cancer of the chest wall?

(8) MS. JACKSON: Objection, lacks foundation, (9) calls for calls for medical opinion. I'm instructing him (10) not to answer.

(11) MR. BERGMAN: Your instructing him not to (12) answer —

(13) MS. JACKSON: Absolutely.

(14) MR. BERGMAN: — whether or not its product, (15) whether or not the products manufactured and sold by Kaiser (16) Gypsum cause mesothelioma in the intended users?

(17) MS. JACKSON: Absolutely. Absolutely.

(18) MR. BERGMAN: And the basis on that, Counsel?

(19) MS. JACKSON: That it's outside the scope of (20) the notice. It calls for a medical opinion, lacks (21) foundation. He's not going to answer it.

(22) MR. BERGMAN: Q. Are you going to following (23) your counsel's instruction on that, sir.

(24) A. Yes.

(25) Q. What is Kaiser Gypsum's position as to whether

Page 91

(1) or not its products, it's

Tooker & Antz

(415) 352-0650

Page 85 to Page 91

83A

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(18/16)

asbestos-containing joint (2) compounds posed a hazard to human health when used as (3) intended?

(4) A. May have caused.

(5) Q. What do you mean by that, sir?

(6) A. Well, my understanding is that asbestos (7) potentially can cause health hazards in people. Okay. So (8) we put warnings on our labels -- on our products to notify (9) people of that. That seems perfectly proper. Now to me (10) it's a giant leap to go from that conclusion to what you're (11) trying to have me say here to you, that, yes, there is (12) definitely a causal factor between our product and a (13) specific disease. I'm not in a position to sit here and (14) answer that affirmative.

(15) Q. Just so I understand your testimony and then (16) we'll move on, you are not in a position to say today (17) whether or not asbestos-containing joint compound (18) manufactured by Kaiser Gypsum causes mesothelioma?

(19) MS. JACKSON: Asked and answered.

(20) MR. BERGMAN: Q. You can answer the question.

(21) A. Yes.

(22) Q. You are not in a position to tell us that (23) today?

(24) A. That's right.

(25) Q. Thank you. Sir, looking at, can you tell me,

Page 92

(1) sir, what actions Kaiser Gypsum took in response to Exhibit (2) 7?

(3) MS. JACKSON: Again Exhibit 7 with the (4) additional pages that we've just seen over the break?

(5) MR. BERGMAN: You have a standing objection on (6) that, Counsel.

(7) THE WITNESS: Well, judging from the cover (8) letter the attachments were forwarded by a Mr. Flicker to a (9) number of named individuals.

(10) MR. BERGMAN: Q. Who was Mr. Flicker?

(11) A. My review of the organizational chart (12) indicates that he had some role in the safety department.

(13) Q. After the attachments to document 502 were (14) circulated to individuals in the company what action was (15) taken by Kaiser Gypsum in response to that information, the (16) information contained within that document?

(17) A. I don't know whether there was or was not any (18) further action taken.

(19) Q. Can you tell me whether or not Kaiser Gypsum (20) stopped manufacturing asbestos-containing joint compounds (21) after Exhibit 7 was circulated throughout the company?

(22) MS. JACKSON: Assumes facts not in evidence.

(23) THE WITNESS: No, I -- well, I

Page 91 to Page 96

understand that (24) we stopped manufacturing asbestos-containing products, (25) compound products at our Seattle plant around 1975.

Page 93

(1) MR. BERGMAN: Q. And that was ten years after (2) Exhibit 7 was drafted; is that correct?

(3) A. That's right.

(4) Q. Can you tell me --

(5) A. I would point out that the second paragraph (6) does talk something about respirators and that sort of thing (7) were used.

(8) Q. Yeah. When did Kaiser Gypsum begin to warn (9) users of its product to use respirators?

(10) A. Well, the document I have, I think you (11) provided for me this afternoon, was around 1972 I believe.

(12) I don't know if that's the first such.

(13) MS. JACKSON: I would really would ask counsel (14) if you'd show him the documents or give us the numbers to (15) refer to.

(16) MR. BERGMAN: Sure, that's fine. Sometimes I (17) don't know what it is.

(18) Q. I'm handing you Exhibit 13, Mr. Hobby, and (19) that's, for counsel's record, No. 302.

(20) A. Yes sir.

(21) Q. I direct your attention to exhibit, is that 7?

(22) A. No, 13.

(23) MS. JACKSON: The --

(24) MR. BERGMAN: The one that you're holding, (25) sir.

Page 94

(1) MS. JACKSON: This is 7.

(2) THE WITNESS: 13?

(3) MR. BERGMAN: Q. Yeah, 13. Directing your (4) attention to Exhibit 13, sir, in the middle of that document (5) there's a, it appears to be a warning; is that correct, sir?

(6) A. Yes. It's described as a caution actually.

(7) Q. Caution. Okay. Is that the caution that (8) Kaiser Gypsum placed on its products, its (9) asbestos-containing joint products that you previously (10) testified to?

(11) A. This memo would indicate that it is.

(12) Q. Okay. And if you could please read to me the (13) exact admonition that was provided?

(14) A. "Caution: Contains asbestos fibers."

(15) Avoid creating dust. Breathing asbestos dust (16) may cause serious bodily harm."

(17) Q. You would agree with me, sir, then, that (18) nothing in this admonition says anything about respirators?

(19) A. No. That's right, I agree with you.

(20) Q. All right. If you could please look back on (21) Exhibit 7 with me for a minute sir, and I'm, I'd like to (22) direct your attention to Pages 503 and 504.

(23) understanding (24) counsel has a standing objection on that question, if you (25) could peruse those two pages and tell me whether or not (26) there's any reference to, any statement that a prolonged and

Page 95

(1) substantial exposure to asbestos is necessary before (2) mesothelioma is contracted?

(3) A. Maybe you can help me if you know if there is (4) such a mention.

(5) Q. Okay. If you could please look on the Page (6) 504?

(7) A. Okay.

(8) MS. JACKSON: I'm just going to object the (9) document speaks for itself. It's not a document that was (10) created by anyone from Kaiser Gypsum. It's not authored by (11) a Kaiser Gypsum employee. The document speaks for itself. (12) He can read from it but this prolongs the testimony here.

(13) MR. BERGMAN: Q. Sir, are you aware of any (14) knowledge regarding the Pickner case?

(15) A. Yes, I have knowledge of the Pickner case.

(16) Q. Are you aware of when Mr. Pickner was (17) diagnosed with mesothelioma?

(18) A. No, in fact I didn't know that Mr. Pickner had (19) mesothelioma.

(20) Q. Are you aware, sir, that Mr. Pickner was (21) diagnosed with mesothelioma approximately 32 years after (22) this Exhibit 7 was authored?

(23) A. I just answered that I didn't know he had (24) mesothelioma.

(25) Q. Okay. Moving along, handing you Exhibit 8, I

Page 96

(1) ask you whether you can identify that for me, please, sir?

(2) MS. JACKSON: This is another of the documents (3) with the standing objection to the completeness issue.

(4) THE WITNESS: Can I identify it?

(5) MR. BERGMAN: Q. Yes.

(6) A. In what respect?

(7) Q. Do you know what it is?

(8) A. You just gave it to me. No, I don't know what (9) it is.

(10) Q. Okay.

(11) A. It's a memo.

(12) Q. Okay. And is this again another memo from Mr. (13) Flicker?

(14) MS. JACKSON: The document speaks for itself.

(15) A. Yes, it would appear to be.

(16) MR. BERGMAN: Q. And Mr. Flicker, sir, was an (17) individual at Kaiser who had some responsibility over (18) safety?

(415) 392-0650

Tooker & Antz

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(17/1)

(129) A. I understand that to be the case.
 (130) Q. And Mr. Franklin, am I correct, sir, was the (131) vice president of manufacturing?
 (132) A. Oh, I'd have to go back to the, and cross (133) reference the organization charts that --
 (134) Q. Okay. I'll hand you my copy.
 (135) A. Okay.

Page 97

(136) MS. JACKSON: I'll just make an objection in (137) that this document that you've handed him, Plaintiff's 0240 (138) is dated 1970 and the document you're inquiring on is 1966. (139) It would appear not to relate.
 (140) THE WITNESS: Okay. I see a Mr. P.J. (141) Franklin.
 (142) MR. BERGMAN: Q. Okay. If you would look (143) with me, sir, and if you could read for me the first full (144) paragraph of Exhibit 8.
 (145) MS. JACKSON: The document speaks for itself.
 (146) MR. BERGMAN: Could you read that for me, sir?
 (147) A. "Recent studies by medical authorities (148) tend to show some possible connection between (149) inhalation of asbestos dust and cancer. Be (150) certain that all persons who work in the (151) vicinity of asbestos are wearing a proper (152) respirator approved by the U.S. Bureau of (153) Mines for asbestos dust."
 (154) Q. Do you know what the purpose of the Exhibit 8 (155) was, who it was intended to go to?
 (156) A. Well, it would indicate that it was to go to (157) safety supervisors.
 (158) Q. And do you know whether or not precautions (159) were taken in response to Exhibit 8?
 (160) A. I have no direct knowledge whether or not

Page 98

(161) precautions were taken in response to Exhibit 8.
 (162) Q. Do you know whether or not Exhibit 8 pertains (163) to asbestos risks posed by or presented to users of Kaiser (164) Gypsum products or employees of Kaiser Gypsum?
 (165) MS. JACKSON: Assumes facts not in evidence.
 (166) MR. BERGMAN: Q. Let me restate the question. (167) Does Exhibit 8 draw any distinction between users of Kaiser (168) Gypsum products and employees of Kaiser Gypsum?
 (169) MS. JACKSON: The document speaks for itself.
 (170) THE WITNESS: No, it doesn't draw a (171) distinction.
 (172) MR. BERGMAN: Q. Do you know what action, if (173) any, was taken in

response to Exhibit 8 regarding products (174) manufactured by Kaiser Gypsum?
 (175) A. No, I do not.
 (176) MS. JACKSON: Assumes facts not in evidence.
 (177) MR. BERGMAN: Q. Do you know whether or not (178) Kaiser Gypsum continued to manufacture asbestos-containing (179) joint compounds after Exhibit 8 was authored?
 (180) A. Yeah, to the best of my knowledge they did.
 (181) Q. And did Kaiser Gypsum ever provide a warning (182) suggesting that users of Kaiser Gypsum products wear a (183) respirator approved by the U.S. Bureau of Mines?
 (184) A. I can't answer the word "ever."
 (185) Q. Let me rephrase the question then for you,

Page 99

(186) sir, Are you aware of Kaiser Gypsum ever providing any (187) warnings to users of its products that they should wear a (188) respirator approved by the United States Bureau of Mines?
 (189) A. No, I'm not.
 (190) Q. Let me hand you Exhibit 9, sir. Sir, I'd like (191) to direct your attention on Exhibit 9 to the bottom of the (192) page regarding safety indicating that employees should wear (193) respirators when handling and weighing and batching (194) asbestos. Do you know whether or not employees of Kaiser (195) Gypsum did wear respirators while handling, weighing and (196) batching asbestos?
 (197) A. I have no personal knowledge. I wasn't there.
 (198) Q. Can you tell me whether or not, do you know (199) one way or the other whether Kaiser Gypsum required its (200) employees to wear respirators when handling asbestos?
 (201) A. Well, I can assume that if this sort of a (202) safety warning was disseminated that they would have been (203) required to wear them.
 (204) Q. Why would Kaiser Gypsum suggest that its (205) employees wear respirators and not suggest that its (206) customers wear respirators?
 (207) MS. JACKSON: Lacks foundation, assumes facts (208) not in evidence.
 (209) THE WITNESS: Well, first of all, I can (210) probably answer that in several ways, but my first thought,

Page 100

(211) I'd be supposing, of course, my first thought on that is (212) that the hazard of handling, weighing and batching raw (213) asbestos was known to Kaiser Gypsum. What was not known was (214) the hazard of asbestos in an end product that may be used by (215) a user.
 (216) MR. BERGMAN: Q. And what is the basis for (217) that understanding, sir? You indicated that --

(218) A. Well, I've seen a number of documents coming (219) mostly from the Safety Department. And my understanding of (220) the way the Safety Department worked is it dealt with (221) employee issues, not end user issues.
 (222) Q. Uh-huh.
 (223) A. So coming from the safety personnel, various (224) documents that you've given me and that I have seen have (225) requirements that employees use respirators. So I deduct (226) from that that there was an awareness by Kaiser to a (227) potential hazard at least of asbestos, raw asbestos (228) exposure. Like I said before, the asbestos, the term (229) "asbestos" has been around a long time.
 (230) Q. So would it be fair to say, sir, that at least (231) as of 1969 Kaiser Gypsum was aware that its employees (232) working around asbestos faced a potential health hazard?
 (233) A. Well, this is dated 1972 if you're making (234) reference to this.
 (235) Q. I'm sorry, sir, I was referring to Exhibit 9.

Page 101

(236) Upper right.
 (237) MS. JACKSON: Let's correct the date at the (238) top of the bulletin. It's 6/20/72 which cancels an earlier (239) document. At the top, You've got the wrong date (240) highlighted.
 (241) MR. BERGMAN: Q. I'm sorry, sir. Could you (242) please turn to Page 218 of Exhibit 9?
 (243) A. I'm sorry, I didn't hear you.
 (244) Q. Never mind. Sir, I'm handing you what has (245) been marked as Exhibit 10.
 (246) I'm sorry, Counsel, it's 333.
 (247) MS. JACKSON: Thank you.
 (248) MR. BERGMAN: Q. Did Kaiser Gypsum at some (249) point become aware that the federal government was (250) considering banning asbestos from asbestos-containing (251) building products?
 (252) A. I don't know. At some point in time?
 (253) Q. Mm-hmm.
 (254) A. I don't know.
 (255) MS. JACKSON: Overbroad.
 (256) THE WITNESS: When they became aware that the (257) government was considering doing something. If there's a (258) document that says that, you know, I --
 (259) MR. BERGMAN: Q. Maybe if you could look at (260) the document I just handed you, Exhibit 10 for a second.

Page 102

(261) A. Is there a sentence in there? Why don't you (262) help me.
 (263) Q. If you could look at the third paragraph.
 (264) A. Third paragraph. Well, it talks about if (265) asbestos fiber is banned. I guess it doesn't say by the (266) federal

Tooker & Antz

(415) 392-0650

Page 96 to Page 10

55A

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(18/18)

government.

(1) Q. Mm-hmm. So it would be correct to say that in (2) November of 1971 Kaiser Gypsum was aware that there was a (3) potential that asbestos fiber might be banned from its (4) products?

(5) MS. JACKSON: The document speaks for itself.

(6) THE WITNESS: That's what it says.

(7) MR. BERGMAN: Q. And I'm also correct, sir, (8) that as of in November of 1971 that Kaiser Gypsum at that (9) point was not providing any warnings to its customers (10) concerning asbestos content of its products?

(11) A. I don't know when warnings were first provided (12) to its customers.

(13) Q. Could you please look for me, sir, on Exhibit (14) 2, Page 5, your interrogatory answers?

(15) A. Exhibit 2?

(16) Q. Yeah. That's your interrogatory answers.

(17) A. Okay. What page?

(18) Q. Page 5.

(19) A. Okay. Now where?

Page 103

(1) Q. If you could look at your response to (2) Interrogatory No. 6.

(3) MR. PETTY: Matt?

(4) MR. BERGMAN: Yes, sir.

(5) MR. PETTY: This is Ken Petty. I don't mean (6) to unduly interrupt you but may I have an objection, may we (7) have an objection to all of your warnings questions simply (8) because of the lack of relevance and not reasonably (9) calculated to lead to any admissible evidence in this (10) particular case. I think you're well familiar with Mr. (11) Pickner's testimony regarding his practice in terms of (12) reading warnings or instructions on the product packaging of (13) other trades.

(14) MR. BERGMAN: You certainly do is have a (15) standing objection on that subject matter, Ken.

(16) MR. PETTY: Thank you.

(17) THE WITNESS: I didn't get your question.

(18) MR. BERGMAN: Q. Okay. We were discussing (19) whether or not at the time Exhibit 10 was generated, the (20) memorandum, Kaiser Gypsum was providing warnings to its (21) customers concerning hazards of asbestos. And I'd like you (22) if you would, sir, to look at Page 5 of your (23) interrogatories, and tell me whether or not that refreshes (24) your recollection on whether warnings were being provided in (25) November of 1971?

Page 104

(1) A. Well, this says beginning in 1972. If there's (2) a distinction between November of '71 and the beginning of (3) 1972 then I'll stand corrected.

(4) Q. Okay. So would it be fair to state, sir, that (5) at least at the time that Exhibit 10

Page 102 to Page 108

was generated warnings (6) were not being provided?

(7) MS. JACKSON: Lack of foundation, speculation, (8) assumes facts not in evidence.

(9) THE WITNESS: Yes.

(10) MR. BERGMAN: Q. You want to look at your (11) answer to 19, to Interrogatory No. 6, and you indicate (12) beginning in 1972 Kaiser affixed caution labels. When in (13) 1972 did Kaiser begin affixing cautionary labels on its (14) products?

(15) A. I don't know.

(16) Q. Any time within January and December of 1972?

(17) A. Yes. I'm not sure this is an exact science.

(18) Q. If you could look with me on Exhibit 13.

(19) A. Yes.

(20) Q. We've previously discussed this document. (21) First of all, do you know who Mr. Toomey was?

(22) A. I don't know Mr. Toomey, or I understand he (23) may have been an attorney. But I've been advised by counsel (24) that that may be the case but I have not personally seen his (25) name on any organization chart.

Page 105

(1) MS. STEELE: What exhibit number are you (2) looking at?

(3) MR. BERGMAN: It's 302.

(4) MS. STEELE: What page?

(5) MR. BERGMAN: First page.

(6) MS. JACKSON: To the extent there's a (7) privilege issue if he is an attorney I'd like to preserve (8) that objection.

(9) MR. BERGMAN: Absolutely, Counsel.

(10) Q. Do you know, sir, whether -- well, if you (11) could just -- have you had a chance to look over Exhibit 13 (12) prior to my questioning of you?

(13) A. I looked over it, yes.

(14) MS. JACKSON: Insofar as we didn't have Page 2 (15) until the break.

(16) MR. BERGMAN: I know.

(17) MS. JACKSON: Okay.

(18) MR. BERGMAN: Q. Okay. Do you know, sir, (19) whether warnings were applied to Kaiser Gypsum asbestos (20) products prior to the promulgation of Exhibit 13?

(21) A. No, I don't know for sure.

(22) Q. What is your best understanding?

(23) A. I don't know. What I can tell you is I have, (24) I've seen this document, it says September 28th, 1972, I (25) have no way of knowing this was the first in a series of

Page 106

(1) documents or not. And I think that in response to our (2) Interrogatory No. 6 that's why we said as we did that (3) sometime in 1972 there were warnings

(415) 392-0850

put on there. We know (4) that that's the case.

(5) Q. But sitting here today you can't say whether (6) warnings started to be put on in January '72 or September (7) of 1972?

(8) A. No, I can't.

(9) MS. JACKSON: Asked and answered.

(10) MR. BERGMAN: Q. If I could direct your (11) attention, sir, to the last full paragraph on the first page (12) of Exhibit 13, it refers to a federal regulation regarding (13) labeling. Could you read that paragraph, sir?

(14) MS. JACKSON: The paragraph beginning with the (15) reason?

(16) MR. BERGMAN: Q. Correct.

(17) A. "The reason for using the foregoing (18) label only for asbestos-containing products (19) is that they are the only gypsum products (20) which federal laws at this time require to be (21) marked. The regulation went into effect July (22) 7th, 1972. Therefore, every effort should be (23) made to immediately comply with it. The (24) label should be applied by stencil, stamps, (25) stickers or whatever may be the most

Page 107

(1) convenient means for prompt compliance."

(2) Q. Would it be fair to say, sir, after reading (3) that paragraph that in September of 1972 Kaiser Gypsum was (4) not in current compliance with the federal regulation?

(5) MS. JACKSON: I think that's speculation and (6) lacks foundation.

(7) THE WITNESS: No, I wouldn't say that that was (8) fair to say that.

(9) MR. BERGMAN: Q. You couldn't say one way or (10) the other.

(11) A. I could not say one way or the other.

(12) Q. Okay. Why didn't Kaiser Gypsum provide more (13) specific warnings than the ones set forth on the first page (14) of Exhibit 13?

(15) MS. JACKSON: Calls for speculation, assumes (16) facts not in evidence.

(17) A. I don't know.

(18) Q. Was there a reason that Kaiser Gypsum did not (19) specifically provide warnings regarding the sanding of its (20) product?

(21) A. I don't know.

(22) Q. Was there a reason that Kaiser Gypsum did not (23) provide specific warnings regarding the mixing of its dry (24) joint compounds?

(25) A. I don't know.

Page 108

(1) Q. Was there a reason why Kaiser Gypsum did not (2) specifically warn the

Tooker & Antz

BSA

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

XMAX(18/19)

users of its products to wear a (3) respirator?

(4) MS. JACKSON: All of the line of questioning (4) lacks foundation, calls for speculation, and I'm not going (4) to permit him to answer any more of them.

(7) THE WITNESS: I'll follow the advice of my (8) counsel.

(9) MR. BERGMAN: Q. You're not going to answer (10) whether or not, that question, sir?

(11) A. That's right.

(12) Q. If you could look to Page 2 of Exhibit 13, (13) taking into account your counsel's standing objection. Was (14) the reason that more specific warnings were not provided (15) because they weren't specifically required by federal or (16) state law?

(17) MS. JACKSON: Objection, calls for (18) speculation, lacks foundation, assumes facts not in (19) evidence.

(20) THE WITNESS: I don't know.

(21) MR. BERGMAN: Q. Sir, I'm handing you Exhibit (22) 18. If you could look at the second page of Exhibit 18. (23) And, Counsel, that is No. 307 and 308, is the warning on (24) the second page of Exhibit 18 the warning that you claim was (25) affixed to the bags of Kaiser Gypsum joint compound?

Page 109

(1) MS. JACKSON: Object to the characterization, (2) the testimony as a claim. These two pages, 308 and 309, (3) have not, we've not seen them before.

(4) THE WITNESS: I'm not sure what you're asking (5) me. Are you saying, are you trying to determine whether (6) this warning is somehow different than this one here?

(7) MR. BERGMAN: Q. I'm just asking is the text (8) of Page, on Page 308 the warning that was affixed to Kaiser (9) Gypsum joint compounds?

(10) A. To the best of my knowledge it was.

(11) Q. Okay. And my question to you, sir, is what is (12) the basis of your knowledge that Kaiser Gypsum began (13) warning, began affixing warnings to its products in 1972?

(14) A. The documents that I have been presented by (15) yourself and by my counsel.

(16) Q. Okay. And what are the documents that you (17) have been presented by myself and your counsel on which you (18) base your testimony that Kaiser Gypsum provided warnings of (19) its asbestos-containing products in 1972?

(20) A. Well, I wouldn't I hope you wouldn't expect me (21) to regurgitate a laundry list but I have one document that's (22) in front of me. You handed me Exhibit 13.

(23) Q. Which is dated in 1972?

(24) A. Yes.

(25) Q. Okay. Is there any other document that you

Page 110

(1) are aware of besides Exhibit 13 on which you rely in your (2) testimony that Kaiser Gypsum began placing warnings on its (3) products in 1972?

(4) MS. JACKSON: I'd just like to state he is not (5) in a position to state all the documents that are available (6) to him or have been presented to him, he cannot testify to (7) which exact documents, what numbers, what dates, where that (8) information came from.

(9) MR. BERGMAN: I understand that, Counsel and (10) I'm just trying to —

(11) MS. JACKSON: We've provided you with (12) discovery. You've given us documents. We're trying to (13) discuss those here but —

(14) MR. BERGMAN: I understand that, Counsel, and (15) what I'm just trying to do is ascertain whether there are (16) other documents other than the ones that we've talked about (17) and reviewed here today that have not been provided to me that (18) I'm not aware of that support Kaiser Gypsum's position that (19) it began administering warnings in 1972?

(20) A. I don't know if there are any.

(21) Q. Okay. Sitting here today you're not aware of (22) any?

(23) A. Sitting here today, that's right. Well, I (24) should say to the best of my knowledge I've provided you (25) everything that I have.

Page 111

(1) Q. Okay.

(2) A. I didn't exclude anything.

(3) Q. I understand that, sir. Yeah.

(4) A. I didn't mean to imply by that answer that (5) I —

(6) Q. No, I didn't take it that way at all, sir. (7) I'm just trying to understand what evidence Kaiser Gypsum is (8) relying upon in this case and I think you've testified that

(9) so far as you know the documents that we've been discussing (10) here today are the documents that Kaiser Gypsum bases its (11) testimony regarding the date on which warnings were (12) administered.

(13) MS. JACKSON: But that's not the exclusive (14) set. I mean I don't think he knows if there are others out (15) there that we haven't talked about today that he may have (16) seen in the past that provide the basis for his opinion. I (17) don't think he can tell you that. That's what you were (18) saying, is that correct?

(19) MR. BERGMAN: Well, please don't testify for (20) your —

(21) MS. JACKSON: I'm not, I'm just trying to (22) explain it to move this along.

(23) THE WITNESS: If you want me to respond (24) further, I've read a lot of documents.

(25) MR. BERGMAN: Q. I understand,

Page 112

(1) A. You know, and at some point in time I may have (2) read a document that somewhere in there said something about (3) that, you know. But as I sit here today, you know, I can't (4) go back and say, okay, it was a document dated X date and (5) such and such, and then I gave it to you or I didn't give it (6) to you.

(7) Q. All right. Okay. Let me then just rephrase (8) my question, and it may be repetitive but I think I can sum (9) up and move on. Sitting here today you are not aware of any (10) other documents other than the ones you've testified to that (11) support Kaiser Gypsum's contention that it began warning in (12) 1972?

(13) MS. JACKSON: I'm just going to object that it (14) mischaracterizes his testimony. You can explain to him.

(15) THE WITNESS: Well, it that's — you know, I'm (16) trying to understand the breadth of your question and I take (17) it in good faith and the answer to that is yes. I mean I (18) haven't tried to withhold anything.

(19) MR. BERGMAN: Q. I understand that, sir. (20) After, in addition to placing warnings on its (21) asbestos-containing products what other steps did Kaiser (22) Gypsum undertake to warn the users of its products of the (23) dangers of asbestos?

(24) A. I'm not aware of any others.

(25) Q. Can you tell me whether or not sales

Page 113

(1) representatives orally communicated warnings to customers?

(2) MS. JACKSON: Calls for speculation.

(3) THE WITNESS: I've not been advised that they (4) did or they didn't.

(5) MR. BERGMAN: Q. So you don't know, so the (6) only step that Kaiser Gypsum undertook to warn its customers (7) of the dangers of asbestos was placing warnings on its (8) products at some point in 1972?

(9) MS. JACKSON: Misstates his testimony.

(10) THE WITNESS: It's the only one that I am (11) aware of.

(12) MR. BERGMAN: Q. Sir, I'm handing you Exhibit (13) 16. First of all, sir, do you know who Mr. Kirk is, I (14) should say Mr. or Mrs. G.B. Kirk, Mr. or Mrs. G.B. Kirk?

(15) A. I saw that name on one of the organization (16) charts.

(17) MS. JACKSON: I believe we've also provided it (18) to you in answers to interrogatories.

(19) MR. BERGMAN: Okay.

(20) THE WITNESS: Without having that chart in (21) front of me I seem to recall that it was, he was in the R & (22) D department.

(23) MR. BERGMAN: Q. Okay. Sir, if

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(415) 392-0660

Page 108 to Page 113

054

Pickner vs. Owens-Corning Joseph Ross Hobby

11/4/98

KMAK(20/20)

you could (24) take a minute to peruse or as long as you want really to (25) peruse Exhibit 16 and I'll ask you some general questions

Page 114

(1) regarding it.

(2) MS. JACKSON: Take as much time as you need to (3) read it.

(4) MR. BERGMAN: Yeah, please do. And, of (5) course, counsel has a standing objection.

(6) Q. And if it's helpful, Mr. Hobby, I'm going to (7) be directing questioning —

(8) A. Yeah, I mean this is a lengthy document, four (9) or five pages it's hard for me to focus on what you might (10) ask me. Why don't you proceed.

(11) Q. I'm going to be focusing my questioning (12) basically on the first and second page and then Page 489 if (13) that's helpful to you.

(14) A. Please ask your question and if I have to take (15) more time I will.

(16) Q. Fine. Please do that. First of all, I direct (17) your attention to the upper right-hand corner of Exhibit 16. (18) It indicates that the document is confidential. Do you know (19) why Exhibit 16 would have been confidential?

(20) A. No, and in fact I don't know that that was a, (21) I can't tell from that that it was an original part of that (22) document. It may not, it may have been added later.

(23) Q. Are you aware of any testing of Kaiser Gypsum (24) joint compounds prior to 1974 to determine the levels of (25) airborne asbestos from the use of said products?

Page 115

(1) A. Any testing of joint compounds?

(2) Q. Correct.

(3) A. For airborne?

(4) Q. Correct.

(5) A. I don't, I don't, I wouldn't be aware of any (6) test that you would do on a compound to test for airborne.

(7) Q. Okay, okay. Are you aware of, are you aware (8) of any testing that Kaiser Gypsum conducted prior to 1974 to (9) determine whether the use of its joint compounds exceeded (10) the threshold limit value of airborne asbestos?

(11) A. Not the use of it. I am aware of some testing (12) that was done in our plants by an industrial hygienist to (13) determine exposure, asbestos exposure.

(14) Q. Of your, of Kaiser Gypsum's employees?

(15) A. Yes.

(16) Q. Okay. Okay. But your testimony, though, is (17) that you're not, Kaiser Gypsum is not aware — well, prior (18) to 1974 did Kaiser Gypsum conduct any testing of its (19) products to determine the exposure level of its customers to (20) asbestos fibers?

(21) A. I'm not aware of any. By the same token, I (22) mean one way or the other. I don't know whether there was (23) any testing done.

(24) Q. You don't know, okay. And are you aware of (25) Kaiser Gypsum being provided with any testing of joint

Page 116

(1) compounds in general regarding levels of airborne asbestos (2) fibers?

(3) MS. JACKSON: Could you restate your question, (4) please?

(5) MR. BERGMAN: Q. Absolutely. You previously (6) testified I believe, Mr. Hobby, that you are not aware of (7) any tests prior to 1974 of Kaiser Gypsum compounds to (8) determine levels of asbestos fibers posed by the users of (9) Kaiser Gypsum products. My question to you is are you aware (10) of Kaiser Gypsum receiving any information regarding tests (11) performed on other manufacturers' joint compounds regarding (12) airborne asbestos levels prior to 1974?

(13) MS. JACKSON: If you know.

(14) THE WITNESS: I don't know. It's a long (15) question but from what I gathered from it I have no (16) knowledge of any testing that was going on regarding end (17) users.

(18) MR. BERGMAN: Q. Just so I can understand (19) your testimony then, so far as you know the first testing (20) that was performed for the benefit or regarding end users (21) was in 1974?

(22) MS. JACKSON: Assumes facts not in evidence.

(23) MR. BERGMAN: Q. The first testing that (24) you're aware of?

(25) MS. JACKSON: Overbroad.

Page 117

(1) THE WITNESS: Does this document say there was (2) a test in 1974?

(3) MR. BERGMAN: Q. If you could turn with me, (4) please, to Page 489.

(5) A. Yes.

(6) Q. Did Union Carbide conduct tests of Kaiser (7) Gypsum joint compounds?

(8) MS. JACKSON: The document speaks for itself.

(9) THE WITNESS: This document says that it's the (10) result of tests with KAGC compounds by Union Carbide.

(11) MR. BERGMAN: Q. And are you aware of any (12) tests prior to 1974?

(13) A. This doesn't —

(14) MS. JACKSON: Objection, overbroad.

(15) THE WITNESS: This doesn't say when the tests (16) may or may not have occurred.

(17) MR. BLACK: What was the exhibit number of (18) that document?

(19) MR. BERGMAN: I'm sorry, it's 495.

(20) MR. BLACK: Thank you.

(21) MR. BERGMAN: Q. Are you aware, sir, of any (22) documents other than Exhibit

(23) 16 that refer or relate to any (24) tests of Kaiser Gypsum products for the benefit of end (25) users?

(26) A. I think I answered that. The answer is no.

Page 118

(1) MR. BERGMAN: Okay. I think I'm almost done. (2) Why don't we take a break.

(3) THE VIDEOGRAPHER: Off the record at 2:37 p.m.

(4) (Brief recess).

(5) THE VIDEOGRAPHER: Back on the record at 2:51 (6) p.m.

(7) MR. BERGMAN: Q. Mr. Hobby, did there come a (8) time when Kaiser Gypsum stopped using asbestos in its joint (9) compounds?

(10) A. Yes.

(11) Q. And when was that?

(12) A. Well, in the Seattle operations it was around (13) 1975.

(14) Q. How about company wide, was there a time in (15) which asbestos was completely phased out of joint compounds (16) that were manufactured and sold by Kaiser Gypsum?

(17) A. I understood it was about the same time in the (18) rest of the company as well, and certainly the company (19) basically was out of business by 1978.

(20) MR. BERGMAN: Those are all the questions I (21) have at this time. Thank you.

(22) MS. JACKSON: Any other questions?

(23) THE VIDEOGRAPHER: This is the end of the (24) deposition of Joseph Hobby. The total number of videotapes (25) used is 2. All the original videotapes will be held at

Page 119

(1) Tooker & Antz, 818 Mission Street, 5th Floor, San Francisco, (2) California 94103. Telephone area code 415-392-0650. Going (3) off the record. The time is 2:52 p.m.

(4) MR. PETTY: Before we go off the stenographic (5) record can we confirm the witness is going to reserve (6) signature?

(7) MR. BERGMAN: Absolutely.

(8) (Whereupon, the deposition was concluded at (9) 2:52 p.m.). (10) (11) (12)

(13)

(14)

(15) SIGNATURE OF WITNESS (16)

(17) (18) (19) (20) (21) (22) (23) (24)

(25)

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
2 IN AND FOR THE COUNTY OF KING
3
4 JOHN E. CRUM and MARILYN J.
5 CRUM, a married couple,
6 vs. Plaintiffs, No. 98-2-24915-3SEA
7 THE E. J. BARTELLS COMPANY,
8 et al.,
9 Defendants.
10
11 Videotaped Deposition Upon Oral Examination
12 of
13 BRENTWOOD CROSBY
14
15 10:20 a.m.
16 January 19, 1999
17 1201 Third Avenue.
18 Seattle, Washington
19
20
21
22
23
24 Cheryl Macdonald, CCR
25 Court Reporter
License No. MACDOCA457LC

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42 ALSO PRESENT: KEITH PAYNE, Videographer

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1	INDEX	3
2		
3	EXAMINATION	PAGE
4	BY MR. BERGMAN:	5
5		
6	EXHIBITS MARKED	PAGE
7	Exhibit Nos. 1 - 7	4
8	Exhibit No. 8	21
9	Kaiser Gypsum No. 1	64
10	Kaiser Gypsum No. 2	66
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1 (Marked Deposition Exhibits 1 - 7.) 4
2 THE VIDEOGRAPHER: My name is Keith Payne.
3 My address is 2127 Second Avenue, No. 305, Seattle,
4 Washington 98121. My phone number is 206-233-1306.
5 I'm the video specialist for Royal Video Productions
6 whose principal place of business is 950 Northwest
7 Firwood Boulevard, Issaquah, Washington 98027. Royal
8 Video's phone number is 425-391-6809.
9 I'll be the operator of the audio/video
10 equipment for the deposition of Brent Crosby being
11 videotaped at the offices of Weinstein and Bergman,
12 1201 Third Avenue, Seattle, Washington. The caption
13 of the case is John E. Crum and Marilyn J. Crum vs.
14 The E. J. Bartells Company, et al. The case number is
15 98-2-24915-3 SEA.
16 This videotaped deposition is being taken
17 on behalf of the plaintiffs. Today's date is January
18 19, 1999. The current time is approximately 10:22
19 a.m. Will the attorneys present please identify
20 themselves.
21 MR. BERGMAN: Matthew Bergman for the
22 plaintiff.
23 MS. PAGELER: Meg Pageler for the
24 plaintiff.
25 MR. PETTY: Ken Petty for defendant Kaiser

Pages 1 to

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 Q. And what job sites did you personally 41
2 visit?
3 A. Well, commercial and the residential both.
4 Q. Sir, was John Crum an effective salesman
5 for Kaiser Gypsum products?
6 A. He was a very, very effective salesman.
7 He was what in the trade you'd call a salesman's
8 salesman or a customer salesman.
9 Q. And in your experience and in your
10 supervision of Mr. Crum, what made him so effective?
11 A. Honesty, integrity, and he was just on the
12 job when he was supposed to be, fulfilled all our
13 requirements of obtaining customers and the sale of
14 the products.
15 Q. Did Mr. Crum receive any awards from Kaiser
16 Gypsum for his sales activities?
17 A. Well, this is an indication here
18 (indicating).
19 Q. That's -- you're pointing to Exhibit 2?
20 A. Exhibit 2. That's when John was receiving
21 the salesman of the year for district 2.
22 Q. And were you present at the ceremony when
23 he was given this award?
24 A. Right.
25 Q. I now want to ask you some questions, sir,

1 concerning some of the other work that Mr. Crum did 42
2 when he wasn't selling Kaiser Gypsum products. And I
3 guess my question to you, sir, is did Mr. Crum -- you
4 testified extensively that Mr. Crum sold Kaiser Gypsum
5 products. Do you know whether or not Mr. Crum used
6 Kaiser Gypsum products?
7 A. He used them personally.
8 Q. And how was that, sir?
9 A. Well, John built some spec houses in Washoe
10 Lake, Nevada, which is between Reno and Carson City.
11 MR. PETTY: Counsel, can I just interpose
12 an objection to lack of foundation.
13 Q. Go ahead.
14 MR. PETTY: Go ahead.
15 A. It was done with my full knowledge, because
16 John was the type of guy that if he wanted to do some
17 work on one of these houses he'd be out there at 3:30,
18 4:00 in the morning and be ready to go to work on his
19 normal sales jobs normally by 8, 8:30 in the morning,
20 work all day and then work evenings.
21 Q. First of all, how do you know that Mr. Crum
22 constructed houses on the side?
23 A. Well, I visited most of his units when I'd
24 be up there working with him.
25 Q. And who would do the taping and drywall

1 work on the houses that Mr. Crum constructed, if you 43
2 know?
3 MR. PETTY: Object to form of the question.
4 Lacks foundation.
5 A. Well, when he first got going John and his
6 son more or less did the hanging of the board, taping,
7 texturing themselves, and then as he went on in the
8 business, built some bigger places, his own home for
9 example, he would hire that done by local contractors
10 that he knew.
11 Q. And sir, do you know what drywall products
12 Mr. Crum used when he was doing his own taping and
13 drywall work?
14 MR. PETTY: Object to the form of the
15 question. Lacks foundation.
16 A. Well, he would use Gypsum wallboard, then
17 tape and texture and apply acoustics where necessary.
18 Q. And where would he get his supplies, if you
19 know? Let me ask you, do you know where he would get
20 his supplies?
21 A. From one of his distributors.
22 Q. And do you know what brand of drywall,
23 joint compound and finish compound he used on these
24 houses?
25 A. Kaiser.

1 MR. PETTY: Object to the form of the 44
2 question. Lacks foundation.
3 Q. I'm sorry, sir, what was your answer?
4 A. Kaiser.
5 Q. Thank you. Do you want to take a short
6 break?
7 A. Yeah, I'd like to.
8 THE VIDEOGRAPHER: Off the record at 11:23.
9 (Recess.)
10 THE VIDEOGRAPHER: On the record at 11:40.
11 Q. Mr. Crosby, at the time that John Crum was
12 working for you selling Kaiser Gypsum joint and finish
13 compounds, were you aware that those products
14 contained asbestos?
15 A. No.
16 Q. Did there come a time, sir, when you had
17 any concerns regarding potential asbestos content in
18 Kaiser Gypsum products?
19 A. Yes.
20 Q. Sir, can you describe approximately when
21 that was that those concerns developed?
22 A. Probably the late '60s, '69 to '70, yeah.
23 Q. And can you describe what caused you to be
24 concerned about asbestos in Kaiser Gypsum products?
25 A. Well, we had customers and contractors and

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Pages 41 to

1 applicators that asked us outright if we had asbestos
2 in our products, and I wasn't knowledgeable of any
3 asbestos.

4 Q. And what if anything did you do in response
5 to those customer inquiries?

6 A. I think in about 1970 I went to George
7 Kirk.

8 Q. And who was Mr. Kirk, sir?

9 A. He was the administrator of manufacturing
10 in northern California, well, I think for the whole
11 company, but in our area.

12 Q. Did you speak to Mr. Kirk, sir?

13 A. I talked to George, and I said, George, I'm
14 getting questions from customers and do we have any
15 asbestos in our products.

16 Q. And where did this conversation take place,
17 sir?

18 A. In the Kaiser Center on the 24th floor.

19 Q. And approximately how far was Mr. Kirk's
20 office from Mr. Costa's office?

21 A. Well, probably 100, 150 feet.

22 Q. And what if anything did Mr. Kirk tell you
23 in response to your inquiries concerning the presence
24 of asbestos in Kaiser Gypsum products?

25 MR. PETTY: Object to form, calls for

1 hearsay.

2 Q. What did Mr. Kirk tell you in response to
3 that inquiry?

4 MR. PETTY: Same objection.

5 A. We did not have asbestos in our products.

6 Q. I don't understand, sir.

7 A. In our accessory products.

8 Q. What did Mr. Kirk tell you?

9 A. When I asked him --

10 MR. PETTY: Same objection.

11 A. I asked him if we had asbestos in our
12 products because we had had inquiries from our
13 customers, and he said no. So then I went to Al
14 Raffaelli who was the accessory specialist in the
15 manufacturing of accessories at Antioch and --

16 Q. Where did that conversation take place?

17 A. At Antioch at his laboratory.

18 Q. And approximately when did that take place?

19 A. It was 1970, I think.

20 Q. And what did you say to Mr. Raffaelli?

21 A. I asked him, I said, Al, is there any
22 asbestos in our accessory products.

23 Q. And what did Mr. Raffaelli say to you?

24 MR. PETTY: Object to form, calls for

25 hearsay.

1 A. No, we don't have any accessories in our
2 any asbestos in our accessories.

3 Q. After you were told by Mr. Kirk and Mr.

4 Raffaelli that there was no asbestos in Kaiser
5 Gypsum's products, what if anything did you do?

6 A. Well, at that point it was just about the
7 time we had a district sales meeting coming up. So at
8 the sales meeting question came to me from some of the
9 salesmen, do we have asbestos in our products, and I
10 said, to my knowledge, no. I checked with George Kirk
11 and with Al Raffaelli.

12 Q. What was the general reaction of your sales
13 staff upon learning that no asbestos was contained in
14 Kaiser Gypsum products?

15 MR. PETTY: Object to form. Can we try to
16 slow down the questions and then the answers.

17 MR. BERGMAN: I'll finish my question,
18 you'll object, then we'll go on.

19 MR. PETTY: Yes.

20 MR. BERGMAN: So let me try again with my
21 question.

22 Q. What was the reaction of your sales staff
23 when you told them that there was no asbestos in
24 Kaiser Gypsum products?

25 MR. PETTY: Objection, calls for hearsay.

1 A. Relieved.

2 Q. And why was that, sir, to the best of your
3 knowledge?

4 A. Well, because if you --

5 MR. PETTY: Objection, lacks foundation.
6 Calls for speculation.

7 A. If you had asbestos in your product it
8 would be negative towards sales, and...

9 Q. Did you have any discussions with John Crum
10 concerning presence of asbestos in Kaiser Gypsum
11 products?

12 A. We attended the meetings, the meeting that
13 we discussed that.

14 Q. And what if anything did you tell John Crum
15 concerning the presence of asbestos in Kaiser Gypsum
16 products?

17 A. That according to the research and
18 development department, the manufacturing, we did not
19 have accessory -- asbestos in our accessories.

20 Q. And what was John Crum's reaction upon
21 learning this information?

22 MR. PETTY: Object to form. Calls for
23 hearsay.

24 A. Relief.

25 Q. Can you be a little more specific?

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 MR. PETTY: Objection to the form. Calls ⁴⁹
 2 for hearsay and speculation.
 3 A. Relief inasmuch as --
 4 Q. Let me rephrase the question for you, Mr.
 5 Crosby, and understanding that counsel has a standing
 6 objection. What did Mr. Crum tell you after you told
 7 him that there was no asbestos in Kaiser Gypsum
 8 products?
 9 A. Well, that he would go to his customers and
 10 tell them that we did not have asbestos in our
 11 products.
 12 Q. Mr. Crosby, I'm going to hand you what's
 13 been marked as Plaintiff's Exhibit No. 4. And I'm
 14 going to put on the easel a blow-up of page 1 of
 15 Exhibit 4. When was the first time, sir, that you saw
 16 Exhibit 4, this document?
 17 A. Oh, I think it was probably about three to
 18 four months ago.
 19 Q. And prior to seeing Exhibit 4, did you have
 20 any knowledge as to whether or not asbestos was
 21 contained in Kaiser Gypsum products?
 22 A. No.
 23 Q. What was your -- prior to viewing Exhibit 4
 24 what was your understanding as to whether or not
 25 asbestos was present in Kaiser Gypsum products?

1 A. Well, as I had stated, the proper people ⁵⁰
 2 my mind said we didn't, and so I took it at face
 3 value. This letter was shown to me by counsel from
 4 San Francisco at my home in Walnut Creek.
 5 Q. Sir, I'm going to ask you some questions
 6 about Exhibit 4. And what I'd like you to do, sir, is
 7 if you could stand and take the pointer, and I'm going
 8 to ask you to identify the individuals identified in
 9 that or named in that 1965 document starting with L.
 10 R. Flicker on the right.
 11 MR. PETTY: Counsel, can I just clarify
 12 what is Exhibit 4? Is it a one page that's up there
 13 on the chart or is it multiple pages?
 14 MR. BERGMAN: The document on the -- the
 15 chart is the first page of Exhibit 4. The exhibit for
 16 purposes of this deposition is the entire document.
 17 My inquiry is going to be restricted to the first
 18 page.
 19 MR. PETTY: Thank you.
 20 Q. Sir, first of all, could you tell us who
 21 L. R. Flicker is?
 22 A. Leonard Flicker, in my mind, was our safety
 23 engineer.
 24 Q. And where did Mr. Flicker work?
 25 A. Out of the Kaiser Center on the 24th floor.

1 Q. Mr. Flicker was on the 24th floor? ⁵¹
 2 A. I think he was there and at Antioch.
 3 Q. Now, if you could just go down the
 4 individuals, we just have initials there, if you could
 5 tell us who they are and what they did for the
 6 company, to the extent that you know.
 7 A. This is Robert Allgood. He was the plant
 8 manager of the Antioch plant. And Caprye, I think he
 9 was involved with the Seattle plant. Jack Cassidy was
 10 the manager of our Firtex plant in St. Helen's, Oregon
 11 where we made softboard products. Chambers I think
 12 was back east. I think Dicks was back east. I don't
 13 recognize this one.
 14 Q. That's Mr. Homan?
 15 A. Mr. Homan.
 16 Q. Okay.
 17 A. Modoff I think was at St. Helens. P. D.
 18 Orleman was -- he replaced Bob Allgood as the manager
 19 of the Antioch plant. This one I don't recognize
 20 (indicating). What's that, Tra-boo?
 21 Q. Traub.
 22 A. Traub, I think he was east coast. This is
 23 Jim -- J. W. Walton (indicating). I don't really know
 24 Walton.
 25 This is Richard Wiborn (indicating). He

1 was -- what did Dick do? At that time in 1965 I don't ⁵²
 2 know what Wiborn was attached to at that time.
 3 And then this is Sam Witt (indicating).
 4 Samuel Witt, he was the plant manager of the Long
 5 Beach plant. Paul Franklin was vice-president of
 6 production. George Kirk was our research director.
 7 Q. And sir, was the George Kirk on Exhibit 4
 8 -- excuse me -- yeah, Exhibit 4 -- the same George
 9 Kirk that you spoke to in 1970 --
 10 A. Right.
 11 Q. -- who told you there was no asbestos in
 12 Kaiser Gypsum products?
 13 A. Right.
 14 MR. PETTY: Object to the form of the
 15 question.
 16 Q. And how about J. C. Reilly, sir?
 17 A. J. C. Reilly, he was an attorney with the
 18 corporation.
 19 Q. Where was Mr. Reilly's office located, sir?
 20 A. On the 24th floor of the Kaiser Center.
 21 There was Ernie Schaper. Ernie Schaper was -- he was
 22 the vice-president of production. Part of St. Helen's
 23 plant, part of Seattle plant, the Antioch plant.
 24 Q. Well, thank you, Mr. Reilly. Okay, Mr.
 25 Crosby, you can sit down if you choose. I next want

DEAN MOBURG & ASSOCIATES (206) 622-3110

Pages 49 to 52

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 Q. And did you see a warning on any of those 57
2 bags of Kaiser Gypsum products?
3 MR. PETTY: Object to form. Lacks
4 foundation.
5 A. Not to my knowledge.
6 Q. Did you see a warning on any of the bags or
7 Kaiser Gypsum products that were sold under your
8 auspices that breathing asbestos could cause a hazard
9 to human health?
10 MR. PETTY: Same objection.
11 A. Not to my knowledge, or memory.
12 Q. Are you aware of any oral warnings that
13 were given to Kaiser -- given to any of your customers
14 concerning dangers associated with asbestos that was
15 contained in Kaiser Gypsum products?
16 A. No.
17 MR. PETTY: Object to form, lack of
18 foundation.
19 A. No.
20 Q. Sir, I'm handing you what's been marked as
21 Exhibit 7. Sir, prior to this deposition, have you
22 ever seen the text of the warning contained in Exhibit
23 7?
24 A. Not to my knowledge.
25 Q. Are you aware of -- are you aware of any

1 discussions among senior Kaiser Gypsum management that 58
2 warnings needed to be placed on Kaiser Gypsum's
3 asbestos-containing products?
4 A. No, not to my knowledge.
5 Q. Sir, during the time that you worked for
6 Kaiser Gypsum, did you consider yourself to be a loyal
7 employee?
8 A. Absolutely.
9 MR. PETTY: Objection, leading.
10 Q. And today, sir -- what was the feeling that
11 you had toward Kaiser Gypsum at the time that your
12 employment for that company came to the end?
13 A. Well, it was best company I ever worked
14 for. We were very upset that they sold the company to
15 Duntar of Canada.
16 Q. And as you look back over the years that
17 you spent with Kaiser Gypsum, the 18 years that you
18 spent with Kaiser Gypsum, how do you feel about that
19 portion of your life?
20 MR. PETTY: Object to form.
21 A. Very good.
22 Q. Are you a party to this lawsuit, sir, John
23 Crum's lawsuit?
24 A. No.
25 Q. And do you have any interest in the outcome

1 of this case? 59
2 A. No.
3 Q. Are you testifying here pursuant to a
4 subpoena?
5 A. Yes.
6 Q. And other than reimbursement for your
7 transportation expenses, are you receiving any
8 compensation for your testimony here today?
9 A. No.
10 Q. Have you had any discussions with Kaiser
11 Gypsum's lawyers concerning your testimony in this
12 lawsuit?
13 A. Yes.
14 Q. And can you relate for us the time, the
15 place and the nature of those conversations?
16 A. Well --
17 MR. PETTY: I'm going to object to the
18 extent it calls for hearsay.
19 Q. You can go ahead and answer.
20 A. I met with this gentleman right here first
21 at my house in Walnut Creek, California, talked to him
22 on the phone prior to that. Then at a later date,
23 which was about three weeks ago, I met with him and
24 his employer Gabrielle at my house in Walnut Creek.
25 Q. Was that Gabrielle Jackson, sir?

1 A. Yes. 60
2 Q. And what did Kaiser Gypsum's attorney say
3 to you during the course of that meeting at your home
4 approximately three weeks ago?
5 MR. PETTY: Object to form. Calls for
6 hearsay.
7 A. Pretty much the same questions I've been
8 asked today. Gave the same answers.
9 MR. PETTY: Object and move to strike the
10 nonresponsive portions of his answer.
11 Q. Did you have any discussions with Kaiser
12 Gypsum's -- did Kaiser Gypsum's lawyer mention
13 anything to you concerning your loyalty to the
14 company?
15 MR. PETTY: Object to form. Leading, calls
16 for hearsay.
17 A. Well, he asked me if I was a dedicated
18 employee, enjoyed my employment, which I answered both
19 positively.
20 Q. And do you still feel that today, sir?
21 A. Absolutely.
22 MR. BERGMAN: Those are the only questions
23 that I have.
24 MR. PETTY: You're resting your direct
25 examination?

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 MR. BERGMAN: For now. 61
 2 MR. PETTY: Well, it's either you are or
 3 you're not. Does this complete your direction
 4 examination videotape of Mr. Crosby?
 5 MR. BERGMAN: Yes, it does.
 6 MR. PETTY: At this time we'll take a lunch
 7 break and come back at what, 1:30, 1:15?
 8 MR. BERGMAN: 1:15. --
 9 MR. PETTY: Fine.
 10 THE VIDEOGRAPHER: Off the record at 12:03.
 11 (Recess.)
 12 MR. PETTY: This is Ken Petty for Kaiser
 13 Gypsum Company. Before we resumed, earlier today I
 14 talked to Mr. Bergman about a bit of a dilemma we're
 15 in. We have pending discovery interrogatories to the
 16 plaintiffs which have not been supplemented. Much of
 17 the information that I've heard here today for the
 18 first time is information I believe we were entitled
 19 to in supplemental discovery responses. Much of it is
 20 also at odds with historical information that is not
 21 currently at my disposal, and as a result I'm not in a
 22 position to proceed at this moment with Mr. Crosby's
 23 videotaped perpetuation deposition.
 24 I raised this with Mr. Bergman. It would
 25 be our position that we will proceed with our

1 videotaped cross-examination at a future date and time 62
 2 to be agreed upon. And is that more or less what we
 3 discussed, Mr. Bergman, and agreeable to you?
 4 MR. BERGMAN: Well, I had understood that
 5 you were going to proceed this afternoon as far as you
 6 are able, and at that point we would address the issue
 7 as to what additional examination would be necessary.
 8 MR. PETTY: What I conveyed to you is that
 9 that was a possibility. Since this is a videotaped
 10 deposition and will in fact serve as our trial record,
 11 I think any trial lawyer would not proceed without
 12 being prepared to do the full examination and have
 13 whatever documents or depo transcripts or affidavits
 14 might be necessary to conduct that examination. If I
 15 were to proceed today more or less treating this as a
 16 discovery deposition then you're putting me in a
 17 position where at trial I may have to cut and paste
 18 pieces of the video together. Just as you had the
 19 opportunity to present your trial examination of Mr.
 20 Crosby in a continuous organized fashion the way you
 21 chose, I would like to have that same choice myself in
 22 the presentation of his examination.
 23 So with that we will reserve our right to
 24 take the -- to complete the deposition of Mr. Crosby
 25 at a later time.

1 MR. BERGMAN: Plaintiffs take the position 63
 2 that this deposition has been noted for three weeks.
 3 There have been numerous discussions as to the time of
 4 this deposition. This deposition was rescheduled
 5 several times to accommodate the schedule of defense
 6 counsel. We will take the position that Kaiser Gypsum
 7 has waived any cross-examination that they may choose
 8 to take or they may have had the opportunity to take
 9 in this deposition, and that will be our position.
 10 MR. PETTY: And that is of course a
 11 different position than you conveyed to me in our
 12 discussions before we came in here.
 13 MR. BERGMAN: I conveyed to you that you
 14 should go as far as you can and we'd see where things
 15 ended up. I didn't realize that you were going to not
 16 do anything today, and I felt like at the conclusion
 17 of a cross-examination today, as this is no different
 18 than any other deposition in any other case, we could
 19 at that point better assess where we'd go from here,
 20 but we are obviously of different opinions at this
 21 juncture.
 22 MR. PETTY: At this point I want the record
 23 to reflect the language verbatim in plaintiff's
 24 amended notice of videotaped deposition for Mr.
 25 Crosby. It states in part, "The said videotaped

1 deposition to be subject to continuance or adjournment 64
 2 from time to time or place to place until completed."
 3 Nowhere in this notice does it say there was any
 4 necessity that this deposition be completed today or
 5 that it be completed here in Seattle.
 6 In addition, if you wish I can make a
 7 record and append to the stenographic record the
 8 discovery responses that we have received from
 9 plaintiff. I think I would like to do that if you
 10 have a copy. Ask the court reporter to mark this as
 11 Kaiser Gypsum 1.
 12 (Marked Deposition Exhibit Kaiser Gypsum
 13 1.)
 14 MR. PETTY: And for the record the document
 15 that's been marked as Kaiser Gypsum Exhibit 1 is a
 16 copy of the set of interrogatories and requests for
 17 production propounded by Kaiser Gypsum to the
 18 plaintiffs in this case including the plaintiff's
 19 answers and responses thereto as signed by Mr. Crum on
 20 November 6, 1998 at his home in or outside of Reno,
 21 Nevada.
 22 In particular, interrogatory No. 10
 23 requests plaintiff to set forth each and every fact
 24 upon which plaintiffs intend to rely in establishing
 25 each alleged theory of liability against Kaiser

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 Gypsum. Plaintiffs have listed their theories of
2 liability. However, interrogatory No. 11 asks for the
3 identity and the current business/residence address,
4 phone number of each witness you intend to call at
5 trial to establish your alleged theories of liability
6 against Kaiser Gypsum and request a description of
7 what each witness will testify to.

8 The response provided on November 6, which
9 has never been supplemented, simply states,
10 "Plaintiffs have not yet selected their trial
11 witnesses. All witnesses will be disclosed in
12 plaintiff's 105 day designation." And of course
13 that's not been filed yet since it's not due, I think,
14 until April, something of that nature. That would be
15 our record.

16 May I also take this opportunity to issue a
17 subpoena to Mr. Crosby for the completion of his
18 deposition.

19 THE WITNESS: I don't want it.

20 MR. PETTY: And sir, that is a subpoena
21 issued to you for your attendance to complete this
22 deposition. I assume that we can work with counsel to
23 reach an agreement if the date doesn't work or the
24 place doesn't work. We have always been able to reach
25 agreements to accommodate the needs of the attorneys

1 and of our respective witnesses.

2 MR. WEBB: What date do you have right now,
3 Ken?

4 MR. PETTY: Nominally I picked the date of
5 March 10th here at my offices at 10 a.m., and I will
6 also give Mr. Crosby a copy of the notice of the
7 completion of his deposition for that time and place.
8 And Mr. Bergman, I'll --

9 MR. BERGMAN: Thank you, Ken.

10 MR. PETTY: For the record I'd like marked
11 as Kaiser Gypsum Exhibit No. 2 the subpoena and the
12 deposition notice for the continuation and completion
13 of this deposition.

14 (Marked Deposition Exhibit Kaiser Gypsum 2.)
15 (Deposition adjourned at 1:30 p.m.)
16
17
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A F F I D A V I T

1 STATE OF WASHINGTON)
2) ss.
3)
4)
5)
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25)

I have read my within deposition, and the
same is true and accurate, save and except for change
and/or corrections, if any, as indicated by me on the
correction sheet hereof.

BRENTWOOD CROSBY

SUBSCRIBED AND SWORN to before me this
day of _____, 1999.

Notary Public in and for the State
of Washington, residing at _____

C E R T I F I C A T E

1 STATE OF WASHINGTON)
2) ss.
3)
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I, the undersigned Notary Public in and for the
State of Washington, do hereby certify:

That the annexed and foregoing deposition of ea
witness named herein was taken stenographically before
me and reduced to typewriting under my direction;

I further certify that the deposition was
submitted to each said witness for examination, readin
and signature after the same was transcribed, unless
indicated in the record that the parties and each
witness waive the signing;

I further certify that all objections made at t
time of said examination to my qualifications or the
manner of taking the deposition, or to the conduct of
any party, have been noted by me upon said deposition;

I further certify that I am not a relative or
employee or attorney or counsel of any of the parties
to said action, or a relative or employee of any such
attorney or counsel;

I further testify that I am not in any way

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Pages 65 to

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON 1
 2 IN AND FOR THE COUNTY OF KING
 3 -----
 4 JOHN E. CRUM and MARILYN J. }
 5 CRUM, a married couple, }
 6 vs. - Plaintiffs, } No. 98-2-24915-3SEA
 7 THE E. J. BARTELLS COMPANY, }
 8 et al., }
 9 Defendants. }
 10 -----
 11 Videotaped Deposition Upon Oral Examination
 12 of
 13 BRENTWOOD CROSBY
 14 -----
 15 10:20 a.m.
 16 January 19, 1999
 17 1201 Third Avenue,
 18 Seattle, Washington
 19
 20
 21
 22
 23
 24 Cheryl Macdonald, CCR
 25 Court Reporter
 License No. MACDDCA457LC

1 APPEARANCES 2
 2
 3 FOR THE PLAINTIFFS: MATTHEW BERGMAN
 4 MEG PAGELER
 5 Attorneys at Law
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 7 FOR CCR DEFENDANTS: HENRY WINDER WEBB, III
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 9 1201 Pacific Avenue
 Suite 2200
 Tacoma, Washington 98401
 10 FOR OWENS CORNING FIBERGLAS: RONALD C. GARDNER
 11 Attorney at Law
 12 2200 Sixth Avenue
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 13 FOR E. J. BARTELLS CO.: CHERYL ZAKRZEWSKI
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 Seattle, Washington 98104
 16 FOR RAPID AMERICAN and W.R. GRACE: VALERIE BURNS
 17 Attorney at Law
 18 1420 Fifth Avenue
 Suite 4100
 Seattle, Washington 98101
 19 FOR KAISER GYPSUM: KENNETH E. PETTY
 20 Attorney at Law
 21 4100 Two Union Square
 601 Union Street
 Seattle, Washington 98101
 22 and
 23 PAUL J. GAMBA
 24 Attorney at Law
 580 California Street
 15th Floor
 San Francisco, California 94104
 25 ALSO PRESENT: KEITH PAYNE, Videographer

1 INDEX 3
 2
 3 EXAMINATION PAGE
 4 BY MR. BERGMAN: 5
 5
 6 EXHIBITS MARKED PAGE
 7 Exhibit Nos. 1 - 7 4
 8 Exhibit No. 8 21
 9 Kaiser Gypsum No. 1 64
 10 Kaiser Gypsum No. 2 66
 11
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 25
 1 (Marked Deposition Exhibits 1 - 7.) 4
 2 THE VIDEOGRAPHER: My name is Keith Payne.
 3 My address is 2127 Second Avenue, No. 305, Seattle,
 4 Washington 98121. My phone number is 206-233-1306.
 5 I'm the video specialist for Royal Video Productions
 6 whose principal place of business is 950 Northwest
 7 Firwood Boulevard, Issaquah, Washington 98027. Royal
 8 Video's phone number is 425-391-6809.
 9 I'll be the operator of the audio/video
 10 equipment for the deposition of Brent Crosby being
 11 videotaped at the offices of Weinstein and Bergman,
 12 1201 Third Avenue, Seattle, Washington. The caption
 13 of the case is John E. Crum and Marilyn J. Crum vs.
 14 The E. J. Bartells Company, et al. The case number is
 15 98-2-24915-3 SEA.
 16 This videotaped deposition is being taken
 17 on behalf of the plaintiffs. Today's date is January
 18 19, 1999. The current time is approximately 10:22
 19 a.m. Will the attorneys present please identify
 20 themselves.
 21 MR. BERGMAN: Matthew Bergman for the
 22 plaintiff.
 23 MS. PAGELER: Meg Pageler for the
 24 plaintiff.
 25 MR. PETTY: Ken Petty for defendant Kaiser

DEAN MOBURG & ASSOCIATES (206) 622-3110

Pages 1 to

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 Gypsum Company.
 2 MR. GAMBA: And Paul Gamba on behalf of
 3 Kaiser Gypsum Company, Inc.
 4 MS. ZAKRZEWSKI: Cheryl Zakrzewski for E.
 5 J. Bartells.
 6 MS. BURNS: Valerie Burns for Rapid
 7 American and W. R. Grace.
 8 MR. GARDNER: Ron Gardner for Owens
 9 Corning.
 10 MR. WEBB: Henry Webb for CCR.
 11 THE VIDEOGRAPHER: Will the court reporter
 12 please swear in the witness.
 13 BRENTWOOD CROSBY, witness herein, having been first
 14 duly sworn by the Notary, depose
 15 and said as follows:
 16 THE VIDEOGRAPHER: You may begin.
 17
 18 EXAMINATION
 19 BY MR. BERGMAN:
 20 Q. Could you please state your full name, sir.
 21 A. My full legal name?
 22 Q. Yes, sir.
 23 A. Brentwood Fairchild Crosby.
 24 Q. Mr. Crosby, where do you live?
 25 A. In Walnut Creek, California.

1 Q. And have you always lived in Walnut Creek?
 2 A. No.
 3 Q. Where did you grow up?
 4 A. I was born and raised in Seattle,
 5 Washington.
 6 Q. What part of Seattle?
 7 A. West Seattle.
 8 Q. And where did you go to high school?
 9 A. West Seattle High School.
 10 Q. Did you have any other education in
 11 Seattle?
 12 A. Seattle University, was Seattle College at
 13 that time.
 14 Q. And does anybody in your family still live
 15 in Seattle?
 16 A. My sister.
 17 Q. And who are you staying with --
 18 A. My sister, in West Seattle.
 19 Q. Sir, when did you leave Seattle?
 20 A. In about 1952 -- excuse me, 1954.
 21 Q. And since leaving Seattle, have you come up
 22 from time to time to visit?
 23 A. Quite often.
 24 Q. Sir, have you ever served in the military?
 25 A. Yes.

1 Q. And what branch of service was that?
 2 A. Well, I started out here in Seattle with
 3 the Army Transport Service, and later I was in the
 4 Merchant Marine, and then in the Marine Corps reserve.
 5 Q. And what years were you in the Marine
 6 Corps, sir?
 7 A. Well, let's see. It was 1944 to '46.
 8 Q. During that time frame were you stationed
 9 at any one part of the world?
 10 A. Basically the Southwest Pacific.
 11 Q. And did you participate in any campaigns
 12 during that time?
 13 A. Yes.
 14 Q. And what campaigns were those, sir?
 15 A. At Kwajalein Islands and the Marianas and
 16 the Solomons.
 17 Q. Were those serious battles, sir, in the
 18 history of the United States?
 19 A. Yes.
 20 Q. Sir, are you married?
 21 A. Yes.
 22 Q. And what's your wife's name?
 23 A. Mary Jean.
 24 Q. And how long have you and Mary Jean been
 25 married?

1 A. 52 years.
 2 Q. Sir, could you trace for us the path that
 3 your career followed after you were discharged from
 4 the armed forces.
 5 A. Well, see, I went to work for Urban Smythe
 6 and Warren -- they're a mechanical contractor -- on
 7 the Hanford project in Hanford, Washington. Then we
 8 finished there, came back to Tacoma and worked for
 9 F. A. Urban Company, which was one of the partners of
 10 Urban Smythe and Warren. And from Urban Smythe and
 11 Warren I went to Automatic Sprinkler Corporation of
 12 America.
 13 We moved to Portland and in Portland I
 14 worked for the Heinz Company, which was a mechanical
 15 contractor. And in 1959 I was contacted by Kaiser
 16 Gypsum Company and asked to come down to California,
 17 to Oakland, to have an interview. In 1960 I joined
 18 Kaiser Gypsum in Oakland.
 19 Q. And how long did you work from Kaiser
 20 Gypsum after joining the organization in 1960?
 21 A. Until 1978 when they were sold to Domtar
 22 Gypsum Company, and we went over to Domtar at that
 23 time until 1989.
 24 Q. What positions did you hold in Kaiser
 25 Gypsum between 1960 and 1978, sir?

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSEY

1 A. Well, in 1960 I was hired as their
2 architectural representative.
3 Q. And what does an architectural
4 representative do?
5 A. Well, his duties were to work with
6 architects and designers to integrate the Kaiser
7 Gypsum products into their specifications. Then in
8 1962 I transferred over into sales in the East Bay in
9 Oakland.
10 Q. And what were your responsibilities as a
11 salesman for Kaiser Gypsum in the East Bay area of
12 California?
13 A. Was to sell material dealers and
14 distributors and to work with contractors on the
15 purchase of all Kaiser Gypsum products.
16 Q. And what was the next position you held
17 with Kaiser Gypsum, sir?
18 A. I was a -- 1965 -- well, see, in 1963 I was
19 made an area manager and transferred to Sacramento,
20 California. In 1965 I was promoted to district
21 manager, which encompassed all of the Central Valley
22 to Reno and Salt Lake City and southeastern Idaho.
23 Q. As a district manager for the Kaiser Gypsum
24 company, sir, how many salesmen were you responsible
25 for supervising?

1 A. 14 to 16.
2 Q. And what was the next position you held
3 after serving as a district manager for Kaiser Gypsum?
4 A. I was regional sales manager.
5 Q. And as a regional sales manager, sir, what
6 was your territory?
7 A. Well, it was northern California, northern
8 Nevada, state of Utah, southeastern Idaho, Oregon and
9 Washington.
10 Q. And as regional sales manager for the
11 Kaiser Gypsum Company, sir, at that time how many
12 salesmen did you supervise?
13 A. Close to 20. It varied, but it was
14 probably average around 20.
15 Q. During the time that you worked for Kaiser
16 Gypsum, sir, where was the majority of your time
17 spent? And by that I mean where were you
18 headquartered during most of that time?
19 A. Well, in 1960 when I joined the company I
20 was headquartered in Oakland. They had temporary
21 offices at 145 Grand Street in California. Then in
22 1960 moved into the Kaiser Center when it opened.
23 Q. And where is the Kaiser Center located,
24 sir?
25 A. It's located on Lakeshore Drive.

1 Q. Is that in Oakland?
2 A. In Oakland, right.
3 Q. And what is the Kaiser Center, sir?
4 A. Well, the Kaiser Center was the home of the
5 Kaiser Industries, and they had approximately 64
6 different companies represented in the building.
7 Q. Sir, I'm handing you what's been marked as
8 Exhibit 1, ask you whether you can identify that
9 photograph.
10 A. Well, this is the Kaiser Center itself.
11 This is Lake Merced right in front of it, and that's
12 Lakeshore Drive right in front of it.
13 Q. Could you show that to the videographer.
14 A. (Indicating.)
15 Q. Where within the Kaiser Center, sir, was
16 Kaiser Gypsum Company located?
17 A. Basically on the 25th floor and the 24th
18 floor. Senior management was more or less on the 24th
19 floor.
20 Q. And did you know -- in the course of your
21 work, sir, did you interact with senior management of
22 Kaiser Gypsum Company?
23 A. Absolutely.
24 Q. And during the majority of the time that
25 you worked for that company, sir, who was the head man

1 in charge of the Kaiser Gypsum Company?
2 A. Well, Claude Harper was the president of
3 Kaiser Gypsum and when he left R. A. Costa, Bob Costa,
4 became vice-president and general manager.
5 Q. During the course of your work at Kaiser
6 Gypsum, sir, did you have the occasion to interact
7 with Mr. Costa?
8 A. Yes.
9 Q. And what would be the occasions that would
10 cause you to interact with Mr. Costa?
11 A. Well, it would be during sales meetings,
12 management meetings, played quite a bit of golf
13 together.
14 Q. Sir, I'm handing you what's been marked as
15 Exhibit 2, and I'm also putting a blow-up of Exhibit 2
16 on the easel. Who were the individuals that are shown
17 in Exhibit 2, sir?
18 A. Okay. The fella to the left as I look at
19 it is Bob Costa, Robert A. Costa, and the fella that
20 he's shaking hands with is John Crum.
21 Q. Sir, I'm handing you this pointer. Could
22 you please point to Mr. Costa for us, please.
23 A. This is Mr. Costa and this is Mr. Crum
24 (indicating).
25 Q. During an average work week, sir, how many

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 times would you see Mr. Costa? 13
 2 A. Well, you wouldn't set it up on a weekly
 3 basis, but to sit in meetings with him it would
 4 probably be about once a month.
 5 Q. And how about socially, sir? How often
 6 would you play golf with Mr. Costa?
 7 A. Oh, three or four times a year.
 8 Q. Was Kaiser Gypsum Company a -- to your
 9 knowledge and to your understanding, sir, was Kaiser
 10 Gypsum Company associated with any other Kaiser
 11 entity?
 12 MR. PETTY: Object to form of the question.
 13 Go ahead.
 14 A. Well, we were a subsidiary of Kaiser
 15 Cement.
 16 Q. And what was Kaiser Cement, sir?
 17 A. Well, they manufacture and distributed
 18 cement products, bulk and bagged, on the Pacific
 19 Coast.
 20 Q. And what kind of products in general did
 21 Kaiser Gypsum manufacture?
 22 A. Well, they -- in bag cement there's five
 23 kinds of cement. I think they manufactured and sold
 24 two, type 2 and type 5 cement.
 25 Q. Sir, what was your understanding of the

1 relationship on a day-to-day basis between Kaiser 14
 2 Gypsum and Kaiser Cement?
 3 MR. PETTY: Object to the form of the
 4 question.
 5 Q. You can answer the question. The lawyers
 6 have an obligation to object on behalf of their
 7 clients and the judge will decide later on the nature
 8 of that objection.
 9 A. Could you repeat the question.
 10 Q. Certainly, sir. Let me rephrase the
 11 question. Did there come a time when Kaiser Gypsum
 12 and Kaiser Cement became more closely intertwined than
 13 they were previously in the course of your employment?
 14 A. Yes.
 15 MR. PETTY: Objection as to form.
 16 Q. Can you describe the nature of this
 17 interaction?
 18 MR. PETTY: Same objection.
 19 A. Well, as business slowed down we had
 20 personnel that covered pretty much the same
 21 territories, areas of responsibility, as the cement
 22 people. So we -- it was at the suggestion of the
 23 cement company that some of the Gypsum people assume
 24 responsibility for cement sales in specific areas and
 25 some of the cement guys would assume sales

1 representation in the Gypsum division. 15
 2 Q. And approximately when did that integration
 3 take place, sir?
 4 MR. PETTY: Object as to form. Lacks
 5 foundation.
 6 A. Best of my recollection, I think it was
 7 around 1970.
 8 Q. Sir, during your -- as you served as a
 9 regional manager and a district manager for Kaiser
 10 Gypsum, where was your office located?
 11 A. In the Kaiser Center.
 12 Q. And what floor was your office?
 13 A. On the 25th floor.
 14 Q. And how often in the course of a week would
 15 you have to go down to the 24th floor to confer with
 16 senior management?
 17 A. Well, the support people, production and
 18 research, had their offices on the 24th floor, and it
 19 was quite common for us to go down and talk to them
 20 about different things, but as far as fully integrated
 21 meetings between division and regional sales with the
 22 cement company it's probably about once a month.
 23 Q. Sir, I'm handing you what's been marked as
 24 Exhibit 3 which was previously identified in the
 25 November 4 deposition of Joseph Hobby as Exhibit 4.

1 And I'll ask you to look at the first page, and I just 16
 2 have a general question for you, sir. Can you
 3 identify the individuals that are listed on the first
 4 page of that chart?
 5 A. Well, right at the top is --
 6 Q. Well, just as a general question, can you
 7 identify those individuals?
 8 A. Yes, most of them.
 9 Q. I'm going to now show you a blow-up of the
 10 first page of Exhibit 3, and I'm going to ask you some
 11 questions now, sir, about specific individuals that
 12 are depicted on that document. First I think you had
 13 previously identified a photograph of Mr. Costa.
 14 A. Right.
 15 Q. What were Mr. Costa's responsibilities at
 16 Kaiser Gypsum?
 17 A. Well, he was the general manager. He
 18 worked very closely, naturally, with all his
 19 vice-presidents of the different divisions.
 20 Q. Next, sir, asking about Mr. Eshelman, what
 21 did he do in the organization?
 22 MR. PETTY: Object to the form of the
 23 question. Can I have a continuing objection all your
 24 further examination on this chart or do you want me to
 25 --

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 MR. BERGMAN: Take a continuing objection, 17
 2 Ken, that's fine.
 3 MR. PETTY: Thank you.
 4 A. Well, Mr. Eshelman was more or less of an
 5 administrative manager for Bob Costa.
 6 Q. And how about Mr. H. R. Orzech?
 7 A. Orzech was an administrative assistant.
 8 Q. In the course of your duties at Kaiser
 9 Gypsum, sir, did you ever have to interact with Mr.
 10 J. W. Blewett?
 11 A. Yes.
 12 Q. And what did Mr. Blewett do at Kaiser
 13 Gypsum?
 14 A. He was manager of special products and the
 15 promotion of.
 16 Q. And how about Mr. B. W. Simpson, sir. What
 17 did he do?
 18 A. Mr. Simpson, he was a controller.
 19 Q. And L. D. Olsen?
 20 A. He was a manager of traffic and
 21 transportation.
 22 Q. During the time that you were at Kaiser
 23 Gypsum, sir, who was your immediate supervisor?
 24 MR. PETTY: Objection as to form,
 25 particular part of his career you asked him about.

1 MR. BERGMAN: Yeah, I understand. 18
 2 Q. During the time that you were a regional
 3 manager at Kaiser Gypsum, who was your immediate
 4 supervisor?
 5 A. J. J. Hague, James Hague.
 6 Q. And what were Mr. Hague's responsibilities
 7 at Kaiser Gypsum, sir?
 8 A. He was the -- in charge of sales and of the
 9 sales regions, districts, as a sales --
 10 Q. And in an average work week, sir, how often
 11 would you -- during the time you were a regional
 12 manager how often would you interact with Mr. Hague?
 13 A. Probably about once a week.
 14 Q. Sir, what did Mr. Crowle do or what did
 15 R. C. Crowle do in the Kaiser organization?
 16 A. He was a merchandising manager.
 17 Q. And as merchandising manager, sir, what was
 18 his responsibility?
 19 A. To list and promote different products.
 20 Q. And in the course of your --
 21 A. And pass information and direction on down
 22 to sales.
 23 Q. In the course of your work at Kaiser
 24 Gypsum, sir, did you have the occasion to interact
 25 with the research and development department?

1 A. Definitely. 19
 2 Q. And who was in charge of research and
 3 development during most of the period that you worked
 4 there?
 5 A. George Kirk.
 6 Q. And was there also an individual named Mr.
 7 R. C. Dupuis?
 8 A. Yes, that's Harlan.
 9 Q. And what did Harlan Dupuis do?
 10 A. He was again semi-administrative assistant
 11 to Bob Costa.
 12 Q. And how about C. H. Schaper?
 13 A. That's Ernie Schaper. He was
 14 vice-president of operations, production.
 15 Q. And how about P. J. Franklin?
 16 A. He was a vice-president of production.
 17 Q. And finally, A. Chavez?
 18 A. Oh, Tony was more or less our manager of
 19 our Mexican operations. He...
 20 Q. Sir, if you could look for me on this
 21 blow-up, which is the first page of Exhibit 3, and
 22 tell me if you would, sir, where the individuals who
 23 are listed there were officed, where their offices
 24 were located?
 25 A. Basically the 24th floor.

1 Q. Sir, I ask you whether you could provide us 20
 2 with a diagram of the 24th floor of the Kaiser Center
 3 indicating where each individual's office was located,
 4 understanding that your background is in sales not in
 5 art.
 6 A. Yeah, that's right. Well, the Kaiser
 7 Center was basically built in a crescent. This would
 8 be a typical office floor for all 28 floors. In this
 9 corner was Harper and then Costa, and then Hague, then
 10 Crowle, and this is the conference room over here
 11 (indicating).
 12 Q. Could you just put a C on that for us, sir?
 13 A. Conference room. And this is trailed off
 14 with administrative assistants and then offices down
 15 here (indicating).
 16 Q. Do you recall where Mr. Franklin's office
 17 was located?
 18 A. I think he's right next to the conference
 19 room here (indicating).
 20 MR. PETTY: Counsel, just for
 21 clarification, do you have a particular time frame in
 22 mind that we're talking about here?
 23 THE WITNESS: Well, this would be basically
 24 1960 to about -- when we first moved in the building
 25 Claude Harper was in this corner, Costa was here.

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 Then when Harper left Costa moved into the president's
2 office where he was vice-president and general
3 manager (indicating).

4 Q. And approximately -- well, let's finish
5 that and then we'll elicit what general time frame
6 we're speaking with. How about Mr. Dupuis, sir?

7 A. I think Harlan was right about here
8 (indicating).

9 Q. And finally, sir, what about Mr. -- well,
10 did you know an individual named Mr. Kirk?

11 A. George Kirk?

12 Q. Yes.

13 A. Oh, yes, definitely.

14 Q. And where was Mr. Kirk's office located?

15 A. Over in this area, the west of the
16 building (indicating).

17 Q. Could you just put a K approximately where
18 Mr. Kirk's office was located?

19 A. (Complying.)

20 Q. Thank you very much, Mr. Crosby. I think
21 you can resume your seat. I'm going to mark this
22 diagram as Exhibit B, and will provide counsel with
23 copies of it at the first available opportunity.

24 (Marked Deposition Exhibit B.)

25 Q. You had drawn a conference room on Exhibit

1 B, Mr. Crosby. Did you ever attend meetings in that
2 conference room?

3 A. Definitely, yeah.

4 Q. Approximately how often did that occur?

5 A. Well, it would be between a 30 and 90-day
6 period, or whenever Bob Costa or Mr. Harper would call
7 for a special meeting we'd all go up there. It wasn't
8 on a regular basis.

9 Q. Do you know whether or not the senior
10 management that you've identified would meet more
11 frequently than every --

12 A. Oh, definitely.

13 MR. PETTY: Object to the form.

14 Q. And what is your understanding of how often
15 these meetings would take place, based on your
16 experience?

17 MR. PETTY: Same objection.

18 A. It was just hard to say.

19 Q. Sir, I'd now like to turn your attention to
20 the second page of Exhibit 3, page entitled "sales"
21 and I'm going to --

22 MR. PETTY: We don't have one entitled
23 "sales," Counsel.

24 A. Research development and business
25 development.

1 MR. BERGMAN: Is it the third page?

2 MS. ZAKRZEWSKI: First page didn't even
3 match up.

4 MR. PETTY: Nothing that you passed out,
5 Counsel, matches the chart that you're now holding in
6 your hand.

7 MR. BERGMAN: Why don't we correct that,
8 then. We'll take a very short break.

9 THE VIDEOGRAPHER: Off the record at 10:49.

10 (Recess.)

11 THE VIDEOGRAPHER: On the record at 10:53
12 a.m.

13 MR. BERGMAN: I'm going to substitute the
14 Exhibit 3 that I had previously handed to Mr. Crosby
15 for the corrected version and am circulating it among
16 all defense counsel. Apologize for the mix-up.

17 MR. PETTY: So this is an entirely
18 different document than your prior Exhibit 3?

19 MR. BERGMAN: Yeah.

20 THE VIDEOGRAPHER: On the record at 10:53.

21 Q. Mr. Crosby, I'm putting a blow-up diagram
22 up on the easel which is a copy of the second page of
23 the substituted Exhibit 3. And what I would like you
24 to do for me, sir, is identify -- well, first of all,
25 let me ask you, can you identify most of the

1 individuals set forth on that document?

2 A. Yes.

3 Q. Sir, let me ask you, first of all, there's
4 an individual listed here, B. Crosby. Do you know who
5 that is, sir?

6 A. I hope so.

7 Q. And who might that be?

8 A. Me.

9 Q. Sir, if I could ask you to take this
10 pointer for us and identify all of the individuals who
11 are set forth on the second page of Exhibit 3 as well
12 as what their responsibilities were and where they
13 were located.

14 MR. PETTY: Counsel, before doing so, may I
15 lodge an objection --

16 MR. BERGMAN: Absolutely.

17 MR. PETTY: -- to the use of this document
18 without laying adequate foundation, without any
19 indication or sense as to what time frame is involved
20 here.

21 MR. BERGMAN: Your objection is well taken,
22 Counsel. We're talking about the period 1970 to 1972.

23 MR. PETTY: Well, Counsel, that's fine. I
24 think that's testimony and foundation that needs to
25 come from a witness.

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 MR. BERGMAN: That's fine. 25
 2 Q. Mr. Crosby, what was the general time frame
 3 that this diagram represents in terms of the structure
 4 of the sales force of the Kaiser Gypsum Company?
 5 MR. PETTY: Object to the form of the
 6 question.
 7 A. Well, I think it's pretty well set up for
 8 1965 to 1970.
 9 Q. And sir, could you now point to each
 10 individual on that document and indicate --
 11 A. This is Jim Hague (indicating). He was the
 12 vice-president of sales. Frank Potts was his
 13 administrative assistant. Robert Laidlaw was the
 14 administrative assistant not only to Mr. Hague but --
 15 Q. Now, sir, at the next level there are three
 16 regional sales managers. What were the three regions
 17 that the company was -- the company sales efforts were
 18 divided into?
 19 A. On this region 1 was by Tommy Donovan.
 20 Q. And what area was that?
 21 A. That was in southern California from
 22 Bakersfield south over into Phoenix and Albuquerque,
 23 and at a later date part of Mexico.
 24 Q. Then the next region, sir. Maybe we'll
 25 just take it by level.

1 A. This is region 2. This is Al Alessandri. 26
 2 Q. And what area was region 2 encompassing?
 3 A. Region 2 encompassed northern California,
 4 northern Nevada, state of Utah, southeastern Idaho,
 5 Oregon, Washington, Alaska.
 6 Q. And was region 2 the region that you
 7 subsequently assumed responsibility for?
 8 A. Right, and Alaska and Hawaii.
 9 Q. And finally, sir, the third region?
 10 A. Region 3 was Charlie Watson. He was
 11 regional manager of Pacific Northwest, which would be
 12 Oregon, Washington, Alaska.
 13 Q. And sir, of the individuals listed at the
 14 third level, the sales manager level, if you could for
 15 us, identify those who you remember and what region
 16 they worked in in the 1965 to 1972 time period?
 17 A. Well, this is Gordon Brown. He was
 18 basically in southern California, down from LA down
 19 into San Diego. Asimos was over in New Mexico and
 20 Phoenix, New Mexico and Arizona. Bob Olson was
 21 LA area, greater LA area, on up to Bakersfield. And
 22 Bob Boltz was an area manager. Worked directly under
 23 Bob Olson.
 24 Q. And how about in the Northwest Pacific
 25 region, the second, region 2?

1 A. This is Dick James. He was in the greater 27
 2 Seattle area. This is Ed Millis. He went east in
 3 1965 as the district manager in the New Jersey/New
 4 York area. Jim Kelly, he was district manager down in
 5 Georgia, Florida, that area. Sullivan was assistant
 6 to him.
 7 Q. Let the record reflect that the witness was
 8 just testifying to the east region of Kaiser Gypsum.
 9 Now, if you would --
 10 MR. PETTY: Object to the form of the
 11 question.
 12 Q. Now, if you would, sir, could you identify
 13 those individuals in the center section, the northwest
 14 Pacific region, at the sales manager level that you
 15 recall.
 16 A. Okay.
 17 Q. And what region they were working?
 18 A. I have a correction to make here. This is
 19 Jim Watson, not Charlie Watson, as regional sales
 20 manager of the east.
 21 Q. Thank you, sir. Now if you could address
 22 the Northwest Pacific region?
 23 A. This is Al Alessandri, and he had district
 24 managers under him, Galen Thomas, who was basically in
 25 the Bay area. Charlie Watson was district manager in

1 Seattle. Wilf Torgeson was district manager in 28
 2 Portland. Myself, I was district manager in eastern
 3 California, northern Nevada, Utah and southeastern
 4 Idaho. Doug McClellan was an area manager that I used
 5 in northern California, and he assumed
 6 responsibilities when I'd go east or over the
 7 mountains.
 8 Q. Thank you, sir. I wanted to ask you some
 9 questions now, sir, concerning the research and
 10 development portion of Kaiser Gypsum. In the course
 11 of your duties as a district and regional sales
 12 manager, did you ever have the opportunity to interact
 13 with the research and development staff?
 14 A. Yes.
 15 Q. What were the types of circumstances that
 16 would cause you to interact with the research and
 17 development personnel?
 18 A. Well, if we'd have a product problem --
 19 what I mean by a product problem would be the
 20 application of the product or the quality of the
 21 product -- the salesman would write what they called
 22 the customer problem report which would come to my
 23 office, would review, sign off or initial, and send to
 24 the production department, which would be at Antioch
 25 in most cases.

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

29

1 Q. Sir, I'm going to ask you some questions
2 now concerning the third page of the revised Exhibit 3
3 understanding that counsel has a standing objection on
4 the use of said exhibit. And I'm going to pass you or
5 I'm going to show on the easel a blow-up of the third
6 page of the revised Exhibit 3. And I'm just going to
7 ask you questions about a few of the individuals on
8 that document.

9 Could you please identify for us the
10 individuals toward the top of page 3 of Exhibit 3?

11 A. Okay. This is Harlan Dupuis.

12 Q. And where was Mr. Dupuis' office located?

13 A. On the 24th floor of the Kaiser Center.

14 Q. And now the next level.

15 A. Okay. This is George Kirk. He was more or
16 less the manager of research and development and
17 product quality.

18 Q. And how about Mr. Tillisch?

19 A. Oh, Paul Tillisch was product development.

20 He was more the scientist type guy. Paul right here.

21 Q. And how about H. L. Weightman?

22 A. Howard Weightman was -- he was the
23 specialist on the formulation and production of
24 accessory products.

25 Q. And let me now ask you, sir, what are

30

1 accessory products or what were accessory products?

2 A. Well, accessory products is your taping and
3 finishing compounds, K-spray, radiant heat finishing.

4 Q. What was K-spray, sir?

5 A. K-spray is a simulated acoustic covering
6 they put on ceilings. It was formulated with,
7 basically, with joint compound, Styrofoam, which gave
8 you the little lumps.

9 Q. And what was radiant heat compound?

10 A. Well, in radiant heat when you installed
11 it, it was installed with a machine that ran on the
12 floor. And it had groovers up in the head of it, and
13 you'd run that along the ceiling, and as it would
14 groove the wallboard the radiant heat coil or cables
15 would go up and were embedded into the grooves.
16 They'd go for a certain size room and take a certain
17 number of feet of radiant heat cable to push heat to
18 heat the room.

19 Q. Sir, were the Kaiser Gypsum sales people
20 that you supervised responsible for knowing the use
21 and application of Kaiser Gypsum accessory products?

22 A. Absolutely.

23 Q. And why was that, sir?

24 A. Well, if they had to monitor and write up
25 complaints and to call out the people from the

31

1 production department, they had to pretty well know
2 how the product worked and --

3 Q. And did salesmen ever participate in any
4 demonstrations on the use and application of Kaiser
5 Gypsum accessory products?

6 A. Yes.

7 Q. And what were the occasions that sales
8 personnel would be required to participate in these
9 kind of demonstrations?

10 A. Well, as you're attempting to sell a
11 customer and to sell them on your product we'd donate
12 materials, specific amounts for them to try in the
13 taping and the finishing compounds and the acoustical
14 spray, K-spray, or in radiant heat when we did
15 demonstrations of how it was applied, they would --

16 Q. And would Kaiser Gypsum salesmen ever have
17 to be present on job sites where Kaiser Gypsum
18 products were being used?

19 A. Yes, definitely.

20 Q. And why was that, sir?

21 A. Well, you constantly monitored your
22 products, especially with a new customer, to make sure
23 that they were using them right, mixing them right and
24 so to get the best performance. So...

25 Q. I'm going to ask you some questions now,

32

1 sir, about three of the accessory products that are at
2 issue in this case. The first category are joint and
3 finish compounds.

4 A. Well, joint and finish compound came in two
5 different ways. One was in a powder form, and they
6 were in separate bags. There was joint and finishing
7 bags, 25-pound bags, and in the premix joint and
8 finish came in five-gallon buckets.

9 MR. PETTY: Object for the --

10 A. Four pound boxes.

11 MR. BERGMAN: Object and move to strike the
12 response. There was no question pending.

13 Q. And can you tell us, sir, how the bagged
14 joint compound would be applied?

15 A. Well, normally what they do, they take a
16 25-pound bag of joint and finishing compound, put it
17 in a five-gallon bucket, stir it and slowly add water
18 until it became -- it's like making a cake. Until you
19 had a usable product, and that's when the salesmen
20 really had to be present when they first started using
21 it to make sure they didn't over water it or
22 under water it.

23 Q. What was the next step, sir, after the
24 joint compound or the finish compound had been mixed?

25 A. Well, with the powdered joint and finish

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 compound it would be mixed in these five-gallon
2 buckets in the field, then taken from the five-gallon
3 buckets, put in a tray, and with a blade, a finishing
4 knife, or a taping knife, the applicator would scoop
5 it out, run it along the seams and the joints and they
6 would --

7 Q. What was the next step then?

8 A. They'd let it dry, and then they'd sand it
9 with -- usually with a stick sander. It was a long
10 pole with about a four-by-eight inch piece of
11 sandpaper attached to a blade on it, and they would
12 just sand the ceiling or sand the walls.

13 Q. Sir, can you tell me what, if anything,
14 would happen when the Kaiser Gypsum joint compound or
15 finish compound would be mixed in a bucket?

16 A. Well, you start out with a dry powder and
17 then, as I say, slowly add water and bring it up to
18 where it's in a soluble condition so it could be
19 handled and spread.

20 Q. Can you tell me whether or not any dust
21 would be created when that process was being
22 undertaken?

23 MR. PETTY: Object to form, leading
24 question. It's been asked and answered.

25 Q. Let me rephrase the question, sir. What if

1 anything would occur when the bagged Kaiser Gypsum
2 joint compound would be poured into the bucket?

3 MR. PETTY: Object to form, leading.

4 A. Well, you'd open the 25-pound bag, slowly
5 pour it into the five-gallon bucket and then proceed
6 from there where I just mentioned, until you blended
7 it into a workable solution.

8 Q. Can you tell me whether or not any dust was
9 created by that process?

10 MR. PETTY: Same objection. This whole
11 line of questioning has become quite leading.

12 A. Well, there could be dust, yeah. When
13 you're handling a dry product, start stirring it
14 around or pouring it out of the bag, yeah, there could
15 be dust.

16 Q. And sir, can you tell me whether or not any
17 dust was created when dried joint compound was sanded?

18 MR. PETTY: Same objection, leading.

19 A. Yeah, definitely. Stuff would just float
20 down in the air.

21 Q. Let me ask you now, sir, about the
22 application of K-spray, sir. How was K-spray mixed
23 and applied?

24 A. Well, K-spray was -- came in a larger
25 container, larger bag, I think, usually a 50-pound

1 bag, and it would be dumped into a mixer, like a
2 cement mixer and watered and agitated until it gets to
3 a certain consistency, and then shot through a hose to
4 a gun. And the applicator would, through a lever,
5 would control the quantity of K-spray that would come
6 out the end of the gun. It would be pumped, pumped
7 from the tank through the hose and out the gun and
8 sprayed on the ceiling.

9 Q. And was any dust created during -- any time
10 during this process?

11 MR. PETTY: Object to the form of the
12 question, leading.

13 A. If there was dust it would probably be when
14 they were dumping it in the mixer.

15 Q. And finally, sir, if you could describe the
16 use and application of the radiant heat compound.

17 A. Okay. Radiant heat compound came in bags.
18 It was mixed pretty much the same as taping and
19 finishing compound. Then it was troweled on the
20 ceiling over these embedded cables that were put into
21 the ceiling, electric cables, and then to -- to unify
22 the ceiling without lumps or bumps they would sand it.

23 MR. PETTY: Just to interpose an objection,
24 this is not a product that was identified by Mr. Crum
25 or that's at issue in this case, at least on the

1 current record.

2 Q. Well, let's turn our attention now to Mr.
3 Crum, since it's been brought up and let me ask you,
4 sir, some questions about some of the work that Mr.
5 Crum did for Kaiser Gypsum.

6 A. Well, I hired John personally --

7 Q. I have to ask a question.

8 A. I thought you'd asked the question.

9 Q. Well, I kind of introduced it. How did it
10 come to be that Mr. Crum -- do you know John Crum,
11 first of all?

12 A. Definitely.

13 Q. And how did you first meet Mr. Crum?

14 A. As an applicant for a position with the
15 company.

16 Q. And approximately when was that, sir?

17 A. Either 1964 or 1965.

18 Q. And did you hire Mr. Crum?

19 A. I recommended he be hired, yes.

20 Q. And what did Mr. Crum do for Kaiser Gypsum?
21 What position was he hired for?

22 A. He was hired as a sales territory salesman
23 in the Reno area, which encompassed most of northern
24 Nevada and part of eastern California into the Lake
25 Tahoe area and Tahoe City.

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

37

1 Q. And what were some of Mr. Crum's
2 responsibilities as a salesman for Kaiser Gypsum?
3 A. Well, he sold a full product line. They're
4 what we call dealer salesmen. That's your entry level
5 as a dealer salesman. They sold wallboard, accessory
6 products, full product line, Firtex, which was our
7 softboard material. Firtex is acoustical tile,
8 building boards, sheathing.
9 Q. Well, let me now ask you specifically, did
10 Mr. Crum sell Kaiser Gypsum joint compound?
11 A. Definitely.
12 Q. And did Mr. Crum sell Kaiser Gypsum finish
13 compound?
14 A. Yes.
15 Q. And did Mr. Crum sell Kaiser Gypsum
16 K-spray?
17 A. Yes.
18 Q. And did Mr. Crum sell Kaiser Gypsum radiant
19 heat compound?
20 A. Yes.
21 MR. PETTY: Object to the form of the
22 question.
23 Q. Sir, what were some of Mr. Crum's
24 responsibilities as a Kaiser Gypsum salesman?
25 A. Well, it was to create sales through

38

1 dealers or distributors or direct sales to Gypsum
2 drywall contractors, dealers and distributors.
3 Q. Did Mr. Crum have any responsibility to
4 conduct demonstrations of Kaiser Gypsum products?
5 A. Yes, as all Kaiser Gypsum salesmen did.
6 Q. And what were some of the products that Mr.
7 Crum demonstrated?
8 MR. PETTY: Object to the form of the
9 question.
10 Q. Do you know what kinds of products Mr. Crum
11 demonstrated?
12 A. Joint/finishing compound, K-spray, radiant
13 heat.
14 MR. PETTY: Same objection, lacks
15 foundation. Go ahead.
16 Q. In the course of your duties, your
17 supervision of Mr. Crum, did you ever go out to his
18 sales area?
19 A. Yes.
20 Q. And did you ever participate in any
21 demonstrations with Mr. Crum?
22 A. Yes.
23 Q. And what kind of products did you
24 participate in demonstrating with Mr. Crum?
25 A. Taping and finishing and radiant heat

39

1 compound.
2 Q. Sir, did you ever go to any job sites with
3 Mr. Crum during the course of your supervision of his
4 work?
5 A. Yes.
6 Q. And what job sites do you recall going to?
7 A. Well, there was -- he had a myriad of jobs.
8 He had some commercial work in Reno, Nevada, which
9 means high rises or commercial type buildings, local
10 taping and finishing contractors, again, dealers and
11 distributors.
12 Q. And why was it --
13 MR. PETTY: Move to strike the
14 nonresponsive.
15 Q. Why would Mr. Crum or do you know why Mr.
16 Crum would go on to job sites where Kaiser Gypsum
17 products were being used?
18 A. Well, we sold under the basis of product
19 quality and service, and part of the service was to
20 make sure that the field people that worked for the
21 subcontractors handled the products in a precise
22 manner.
23 Q. And, sir, what were some of the major
24 commercial projects that Mr. Crum sold Kaiser Gypsum
25 products to, to the best of your recollection?

40

1 MR. PETTY: Object to the form of the
2 question. Lacks foundation.
3 Q. Well, let me respond to that objection,
4 which was well taken. Was Mr. Crum -- would Mr. Crum
5 keep you apprised of his sales activities?
6 A. Definitely.
7 Q. And was there competition for major
8 construction work in Reno?
9 A. Very strong.
10 Q. And when a major job would be awarded would
11 that be something that you would be notified of?
12 A. Yes.
13 Q. What were some of the major construction
14 projects that you recall Kaiser Gypsum supplying
15 products to in the Reno area?
16 MR. PETTY: Object to form. Calls for
17 hearsay. Go ahead.
18 A. Well, we had put all the board and
19 accessories on the MGM casino, and Harrah's casino, we
20 had jobs there. Harold's club, and a large volume to
21 residential. They would be all over the area,
22 wherever they were building a project, the tract.
23 Q. And did you personally visit any of those
24 job sites, sir?
25 A. Yes.

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 Q. And what job sites did you personally 41
2 visit?
3 A. Well, commercial and the residential both.
4 Q. Sir, was John Crum an effective salesman
5 for Kaiser Gypsum products?
6 A. He was a very, very effective salesman.
7 He was what in the trade you'd call a salesman's
8 salesman or a customer salesman.
9 Q. And in your experience and in your
10 supervision of Mr. Crum, what made him so effective?
11 A. Honesty, integrity, and he was just on the
12 job when he was supposed to be, fulfilled all our
13 requirements of obtaining customers and the sale of
14 the products.
15 Q. Did Mr. Crum receive any awards from Kaiser
16 Gypsum for his sales activities?
17 A. Well, this is an indication here
18 (indicating).
19 Q. That's -- you're pointing to Exhibit 2?
20 A. Exhibit 2. That's when John was receiving
21 the salesman of the year for district 2.
22 Q. And were you present at the ceremony when
23 he was given this award?
24 A. Right.
25 Q. I now want to ask you some questions, sir,

1 concerning some of the other work that Mr. Crum did 42
2 when he wasn't selling Kaiser Gypsum products. And I
3 guess my question to you, sir, is did Mr. Crum -- you
4 testified extensively that Mr. Crum sold Kaiser Gypsum
5 products. Do you know whether or not Mr. Crum used
6 Kaiser Gypsum products?
7 A. He used them personally.
8 Q. And how was that, sir?
9 A. Well, John built some spec houses in Washoe
10 Lake, Nevada, which is between Reno and Carson City.
11 MR. PETTY: Counsel, can I just interpose
12 an objection to lack of foundation.
13 Q. Go ahead.
14 MR. PETTY: Go ahead.
15 A. It was done with my full knowledge, because
16 John was the type of guy that if he wanted to do some
17 work on one of these houses he'd be out there at 3:30,
18 4:00 in the morning and be ready to go to work on his
19 normal sales jobs normally by 8, 8:30 in the morning,
20 work all day and then work evenings.
21 Q. First of all, how do you know that Mr. Crum
22 constructed houses on the side?
23 A. Well, I visited most of his units when I'd
24 be up there working with him.
25 Q. And who would do the taping and drywall

1 work on the houses that Mr. Crum constructed, if you 43
2 know?
3 MR. PETTY: Object to form of the question.
4 Lacks foundation.
5 A. Well, when he first got going John and his
6 son more or less did the hanging of the board, taping,
7 texturing themselves, and then as he went on in the
8 business, built some bigger places, his own home for
9 example, he would hire that done by local contractors
10 that he knew.
11 Q. And sir, do you know what drywall products
12 Mr. Crum used when he was doing his own taping and
13 drywall work?
14 MR. PETTY: Object to the form of the
15 question. Lacks foundation.
16 A. Well, he would use Gypsum wallboard, then
17 tape and texture and apply acoustics where necessary.
18 Q. And where would he get his supplies, if you
19 know? Let me ask you, do you know where he would get
20 his supplies?
21 A. From one of his distributors.
22 Q. And do you know what brand of drywall,
23 joint compound and finish compound he used on these
24 houses?
25 A. Kaiser.

1 MR. PETTY: Object to the form of the 44
2 question, lacks foundation.
3 Q. I'm sorry, sir, what was your answer?
4 A. Kaiser.
5 Q. Thank you. Do you want to take a short
6 break?
7 A. Yeah, I'd like to.
8 THE VIDEOGRAPHER: Off the record at 11:23.
9 (Recess.)
10 THE VIDEOGRAPHER: On the record at 11:40.
11 Q. Mr. Crosby, at the time that John Crum was
12 working for you selling Kaiser Gypsum joint and finish
13 compounds, were you aware that those products
14 contained asbestos?
15 A. No.
16 Q. Did there come a time, sir, when you had
17 any concerns regarding potential asbestos content in
18 Kaiser Gypsum products?
19 A. Yes.
20 Q. Sir, can you describe approximately when
21 that was that those concerns developed?
22 A. Probably the late '60s, '69 to '70, yeah.
23 Q. And can you describe what caused you to be
24 concerned about asbestos in Kaiser Gypsum products?
25 A. Well, we had customers and contractors and

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 applicators that asked us outright if we had asbestos⁴⁵
 2 in our products, and I wasn't knowledgeable of any
 3 asbestos.
 4 Q. And what if anything did you do in response
 5 to those customer inquiries?
 6 A. I think in about 1970 I went to George
 7 Kirk.
 8 Q. And who was Mr. Kirk, sir?
 9 A. He was the administrator of manufacturing
 10 in northern California, well, I think for the whole
 11 company, but in our area.
 12 Q. Did you speak to Mr. Kirk, sir?
 13 A. I talked to George, and I said, George, I'm
 14 getting questions from customers and do we have any
 15 asbestos in our products.
 16 Q. And where did this conversation take place,
 17 sir?
 18 A. In the Kaiser Center on the 24th floor.
 19 Q. And approximately how far was Mr. Kirk's
 20 office from Mr. Costa's office?
 21 A. Well, probably 100, 150 feet.
 22 Q. And what if anything did Mr. Kirk tell you
 23 in response to your inquiries concerning the presence
 24 of asbestos in Kaiser Gypsum products?
 25 MR. PETTY: Object to form, calls for

1 hearsay.⁴⁶
 2 Q. What did Mr. Kirk tell you in response to
 3 that inquiry?
 4 MR. PETTY: Same objection.
 5 A. We did not have asbestos in our products.
 6 Q. I don't understand, sir.
 7 A. In our accessory products.
 8 Q. What did Mr. Kirk tell you?
 9 A. When I asked him --
 10 MR. PETTY: Same objection.
 11 A. I asked him if we had asbestos in our
 12 products because we had had inquiries from our
 13 customers, and he said no. So then I went to Al
 14 Raffaelli who was the accessory specialist in the
 15 manufacturing of accessories at Antioch and --
 16 Q. Where did that conversation take place?
 17 A. At Antioch at his laboratory.
 18 Q. And approximately when did that take place?
 19 A. It was 1970, I think.
 20 Q. And what did you say to Mr. Raffaelli?
 21 A. I asked him, I said, Al, is there any
 22 asbestos in our accessory products.
 23 Q. And what did Mr. Raffaelli say to you?
 24 MR. PETTY: Object to form, calls for
 25 hearsay.

1 A. No, we don't have any accessories in our⁴⁷
 2 any asbestos in our accessories.
 3 Q. After you were told by Mr. Kirk and Mr.
 4 Raffaelli that there was no asbestos in Kaiser
 5 Gypsum's products, what if anything did you do?
 6 A. Well, at that point it was just about the
 7 time we had a district sales meeting coming up. So at
 8 the sales meeting question came to me from some of the
 9 salesmen, do we have asbestos in our products, and I
 10 said, to my knowledge, no. I checked with George Kirk
 11 and with Al Raffaelli.
 12 Q. What was the general reaction of your sales
 13 staff upon learning that no asbestos was contained in
 14 Kaiser Gypsum products?
 15 MR. PETTY: Object to form. Can we try to
 16 slow down the questions and then the answers.
 17 MR. BERGMAN: I'll finish my question,
 18 you'll object, then we'll go on.
 19 MR. PETTY: Yes.
 20 MR. BERGMAN: So let me try again with my
 21 question.
 22 Q. What was the reaction of your sales staff
 23 when you told them that there was no asbestos in
 24 Kaiser Gypsum products?
 25 MR. PETTY: Objection, calls for hearsay.

1 A. Relieved.⁴⁸
 2 Q. And why was that, sir, to the best of your
 3 knowledge?
 4 A. Well, because if you --
 5 MR. PETTY: Objection, lacks foundation.
 6 Calls for speculation.
 7 A. If you had asbestos in your product it
 8 would be negative towards sales, and...
 9 Q. Did you have any discussions with John Crum
 10 concerning presence of asbestos in Kaiser Gypsum
 11 products?
 12 A. He attended the meetings, the meeting that
 13 we discussed that.
 14 Q. And what if anything did you tell John Crum
 15 concerning the presence of asbestos in Kaiser Gypsum
 16 products?
 17 A. That according to the research and
 18 development department, the manufacturing, we did not
 19 have accessory -- asbestos in our accessories.
 20 Q. And what was John Crum's reaction upon
 21 learning this information?
 22 MR. PETTY: Object to form. Calls for
 23 hearsay.
 24 A. Relief.
 25 Q. Can you be a little more specific?

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

1 MR. PETTY: Objection to the form. Calls ⁴⁹
 2 for hearsay and speculation.
 3 A. Relief inasmuch as --
 4 Q. Let me rephrase the question for you, Mr.
 5 Crosby, and understanding that counsel has a standing
 6 objection. What did Mr. Crum tell you after you told
 7 him that there was no asbestos in Kaiser Gypsum
 8 products?
 9 A. Well, that he would go to his customers and
 10 tell them that we did not have asbestos in our
 11 products.
 12 Q. Mr. Crosby, I'm going to hand you what's
 13 been marked as Plaintiff's Exhibit No. 4. And I'm
 14 going to put on the easel a blow-up of page 1 of
 15 Exhibit 4. When was the first time, sir, that you saw
 16 Exhibit 4, this document?
 17 A. Oh, I think it was probably about three to
 18 four months ago.
 19 Q. And prior to seeing Exhibit 4, did you have
 20 any knowledge as to whether or not asbestos was
 21 contained in Kaiser Gypsum products?
 22 A. No.
 23 Q. What was your -- prior to viewing Exhibit 4
 24 what was your understanding as to whether or not
 25 asbestos was present in Kaiser Gypsum products?

1 A. Well, as I had stated, the proper people in ⁵⁰
 2 my mind said we didn't, and so I took it at face
 3 value. This letter was shown to me by counsel from
 4 San Francisco at my home in Walnut Creek.
 5 Q. Sir, I'm going to ask you some questions
 6 about Exhibit 4. And what I'd like you to do, sir, is
 7 if you could stand and take the pointer, and I'm going
 8 to ask you to identify the individuals identified in
 9 that or named in that 1965 document starting with L.
 10 R. Flicker on the right.
 11 MR. PETTY: Counsel, can I just clarify
 12 what is Exhibit 4? Is it a one page that's up there
 13 on the chart or is it multiple pages?
 14 MR. BERGMAN: The document on the -- the
 15 chart is the first page of Exhibit 4. The exhibit for
 16 purposes of this deposition is the entire document.
 17 My inquiry is going to be restricted to the first
 18 page.
 19 MR. PETTY: Thank you.
 20 Q. Sir, first of all, could you tell us who
 21 L. R. Flicker is?
 22 A. Leonard Flicker, in my mind, was our safety
 23 engineer.
 24 Q. And where did Mr. Flicker work?
 25 A. Out of the Kaiser Center on the 24th floor.

1 Q. Mr. Flicker was on the 24th floor? ⁵
 2 A. I think he was there and at Antioch.
 3 Q. Now, if you could just go down the
 4 individuals, we just have initials there, if you could
 5 tell us who they are and what they did for the
 6 company, to the extent that you know.
 7 A. This is Robert Allgood. He was the plant
 8 manager of the Antioch plant. And Caprye, I think he
 9 was involved with the Seattle plant. Jack Cassidy was
 10 the manager of our Firtex plant in St. Helen's, Oregon
 11 where we made softboard products. Chambers I think
 12 was back east. I think Dicks was back east. I don't
 13 recognize this one.
 14 Q. That's Mr. Homan?
 15 A. Mr. Homan.
 16 Q. Okay.
 17 A. Modaff I think was at St. Helens. P. D.
 18 Orleman was -- he replaced Bob Allgood as the manager
 19 of the Antioch plant. This one I don't recognize
 20 (indicating). What's that, Traub?
 21 Q. Traub.
 22 A. Traub, I think he was east coast. This is
 23 Jim -- J. H. Walton (indicating). I don't really know
 24 Walton.
 25 This is Richard Wiborn (indicating). He

1 was -- what did Dick do? At that time in 1965 I don't ⁵²
 2 know what Wiborn was attached to at that time.
 3 And then this is Sam Witt (indicating).
 4 Samuel Witt, he was the plant manager of the Long
 5 Beach plant. Paul Franklin was vice-president of
 6 production. George Kirk was our research director.
 7 Q. And sir, was the George Kirk on Exhibit 4
 8 -- excuse me -- yeah, Exhibit 4 -- the same George
 9 Kirk that you spoke to in 1970 --
 10 A. Right.
 11 Q. -- who told you there was no asbestos in
 12 Kaiser Gypsum products?
 13 A. Right.
 14 MR. PETTY: Object to the form of the
 15 question.
 16 Q. And how about J. C. Reilly, sir?
 17 A. J. C. Reilly, he was an attorney with the
 18 corporation.
 19 Q. Where was Mr. Reilly's office located, sir?
 20 A. On the 24th floor of the Kaiser Center.
 21 There was Ernie Schaper. Ernie Schaper was -- he was
 22 the vice-president of production. Part of St. Helen's
 23 plant, part of Seattle plant, the Antioch plant.
 24 Q. Well, thank you, Mr. Reilly. Okay, Mr.
 25 Crosby, you can sit down if you choose. I next want

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

53

1 to show you Exhibit 5. I just want to ask you to
 2 identify a few of the people on Exhibit 5. Who is
 3 H. C. Dupuis?
 4 A. Harlan Dupuis was more or less
 5 administrative assistant to Bob Costa.
 6 Q. And how about M. L. Weightman?
 7 A. Howard was -- Howard Weightman was at the
 8 Antioch plant as a research developer. Tom Smith was
 9 a chemist that worked on formulation of Gypsum
 10 products.
 11 Q. And how about A. F. Raffaelli?
 12 A. That's Al Raffaelli. He worked in the
 13 research.
 14 Q. And is that the same Al Raffaelli that you
 15 had spoken to the year before?
 16 A. Right, at the Antioch plant.
 17 Q. Sir, I'd now like to ask you a few
 18 questions about -- like to ask you some stuff about
 19 just your general work at Kaiser Gypsum. Beginning at
 20 the time you were a district sales representative, can
 21 you tell me whether or not you would have been
 22 considered in upper management?
 23 A. Middle management.
 24 Q. And while you were working in middle
 25 management, did you have to interact with production

54

1 people?
 2 A. Yes.
 3 Q. And was one of your jobs to be aware of
 4 potential problems of Kaiser Gypsum products?
 5 A. Yes.
 6 MR. PETTY: Object to form of the question.
 7 Leading.
 8 Q. And did you have any responsibility
 9 concerning product defects?
 10 A. Yes.
 11 Q. And what responsibility would that have
 12 been?
 13 A. Well, if there was a product problem or
 14 assumed problem by a contractor or a customer, it went
 15 directly to the salesman. Then the salesman would
 16 write what we call a customer problem report which
 17 would be transmitted directly to my office. I'd
 18 review it, initial it, and send it back to the plant
 19 for an answer.
 20 Q. Did you also have any responsibility for
 21 communicating product information to customers?
 22 A. Yes.
 23 Q. And what was the nature of that
 24 responsibility, sir?
 25 A. Well, well, again, which was our theme, was

55

1 product quality and service. We'd talk about the
 2 products, quality of the products, and the service
 3 that we could give to the customer if he would buy our
 4 products.
 5 Q. If there had been a hazard associated with
 6 a Kaiser Gypsum product, would that have been
 7 something that you think you would have been
 8 responsible for knowing about?
 9 MR. PETTY: Object to form of the question.
 10 A. I should have because we were getting
 11 direct questions from our customers.
 12 Q. Well, sir --
 13 MR. PETTY: Object. Move to strike the
 14 nonresponsive portions of the answer.
 15 Q. -- I'm going to refer to Exhibit 6, which
 16 is Kaiser Gypsum's sworn answers to interrogatories in
 17 the Pickner case, and I'm going to refer, I'm going to
 18 read Kaiser Gypsum's sworn response under oath to
 19 interrogatory No. 6. Kaiser Gypsum states under oath
 20 that "Beginning in 1972 Kaiser Gypsum affixed caution
 21 labels to the packages and containers of its
 22 asbestos-containing products. The warning label, as
 23 prescribed by OSHA, read: 'CAUTION: Contains
 24 asbestos fibers; avoid creating dust; breathing
 25 asbestos dust may cause serious bodily harm.'"

56

1 Mr. Crosby, between 1972 and 1978, were you
 2 aware of any warnings on the containers of Kaiser
 3 Gypsum asbestos products that breathing asbestos could
 4 cause asbestosis?
 5 MR. PETTY: Object to form of the question.
 6 Lacks foundation.
 7 A. Not that there was asbestos in our product.
 8 Q. Are you aware of any warnings on Kaiser
 9 Gypsum products that breathing asbestos could cause
 10 lung cancer?
 11 MR. PETTY: Object to form. Lacks
 12 foundation.
 13 A. No.
 14 Q. Are you aware of any warnings on Kaiser
 15 Gypsum products that breathing asbestos could cause
 16 mesothelioma?
 17 MR. PETTY: Same objection.
 18 A. No.
 19 Q. Sir, between 1972 and 1978, approximately
 20 how many bags of Kaiser Gypsum product -- Kaiser
 21 Gypsum joint or finish compound were sold by you or
 22 under your supervision?
 23 MR. PETTY: Object to the form. Lacks
 24 foundation.
 25 A. I'd say approximately 250,000.

CRUM V. E. J. BARTELLS CO., ET AL.

BRENT CROSBY

57

1 Q. And did you see a warning on any of those
2 bags of Kaiser Gypsum products?
3 MR. PETTY: Object to form. Lacks
4 foundation.
5 A. Not to my knowledge.
6 Q. Did you see a warning on any of the bags or
7 Kaiser Gypsum products that were sold under your
8 auspices that breathing asbestos could cause a hazard
9 to human health?
10 MR. PETTY: Same objection.
11 A. Not to my knowledge, or memory.
12 Q. Are you aware of any oral warnings that
13 were given to Kaiser -- given to any of your customers
14 concerning dangers associated with asbestos that was
15 contained in Kaiser Gypsum products?
16 A. No.
17 MR. PETTY: Object to form, lack of
18 foundation.
19 A. No.
20 Q. Sir, I'm handing you what's been marked as
21 Exhibit 7. Sir, prior to this deposition, have you
22 ever seen the text of the warning contained in Exhibit
23 7?
24 A. Not to my knowledge.
25 Q. Are you aware of -- are you aware of any

58

1 discussions among senior Kaiser Gypsum management that
2 warnings needed to be placed on Kaiser Gypsum's
3 asbestos-containing products?
4 A. No, not to my knowledge.
5 Q. Sir, during the time that you worked for
6 Kaiser Gypsum, did you consider yourself to be a loyal
7 employee?
8 A. Absolutely.
9 MR. PETTY: Objection, leading.
10 Q. And today, sir -- what was the feeling that
11 you had toward Kaiser Gypsum at the time that your
12 employment for that company came to the end?
13 A. Well, it was best company I ever worked
14 for. We were very upset that they sold the company to
15 Domtar of Canada.
16 Q. And as you look back over the years that
17 you spent with Kaiser Gypsum, the 18 years that you
18 spent with Kaiser Gypsum, how do you feel about that
19 portion of your life?
20 MR. PETTY: Object to form.
21 A. Very good.
22 Q. Are you a party to this lawsuit, sir, John
23 Crum's lawsuit?
24 A. No.
25 Q. And do you have any interest in the outcome

59

1 of this case?
2 A. No.
3 Q. Are you testifying here pursuant to a
4 subpoena?
5 A. Yes.
6 Q. And other than reimbursement for your
7 transportation expenses, are you receiving any
8 compensation for your testimony here today?
9 A. No.
10 Q. Have you had any discussions with Kaiser
11 Gypsum's lawyers concerning your testimony in this
12 lawsuit?
13 A. Yes.
14 Q. And can you relate for us the time, the
15 place and the nature of those conversations?
16 A. Well --
17 MR. PETTY: I'm going to object to the
18 extent it calls for hearsay.
19 Q. You can go ahead and answer.
20 A. I met with this gentleman right here first
21 at my house in Walnut Creek, California, talked to him
22 on the phone prior to that. Then at a later date,
23 which was about three weeks ago, I met with him and
24 his employer Gabrielle at my house in Walnut Creek.
25 Q. Was that Gabrielle Jackson, sir?

60

1 A. Yes.
2 Q. And what did Kaiser Gypsum's attorney say
3 to you during the course of that meeting at your home
4 approximately three weeks ago?
5 MR. PETTY: Object to form. Calls for
6 hearsay.
7 A. Pretty much the same questions I've been
8 asked today. Gave the same answers.
9 MR. PETTY: Object and move to strike the
10 nonresponsive portions of his answer.
11 Q. Did you have any discussions with Kaiser
12 Gypsum's -- did Kaiser Gypsum's lawyer mention
13 anything to you concerning your loyalty to the
14 company?
15 MR. PETTY: Object to form. Leading, calls
16 for hearsay.
17 A. Well, he asked me if I was a dedicated
18 employee, enjoyed my employment, which I answered both
19 positively.
20 Q. And do you still feel that today, sir?
21 A. Absolutely.
22 MR. BERGMAN: Those are the only questions
23 that I have.
24 MR. PETTY: You're resting your direct
25 examination?



MINUTES OF THE
SAFETY COMMITTEE MEETING
MARRIOTT MOTOR HOTEL
SADDLE BROOK, NEW JERSEY

SEPTEMBER 19, 1967

Mr. F. H. Zimmerman, Chairman of the Gypsum Association Safety Committee, called the meeting to order at the Marriott Motor Hotel, Saddle Brook, New Jersey, at 8:30 a.m. Those in attendance were:

C. J. Saturnia	Celotex Corporation
M. F. Fink	Georgia-Pacific Corporation
	Gypsum Division
J. Gregg	Kaiser Gypsum Company, Inc.
R. W. Henly	The Flintkote Company
J. Tuffy	The Flintkote Company
T. D. Tolin	National Gypsum Company
F. H. Zimmerman	National Gypsum Company
P. Kipp	United States Gypsum Company
A. V. Abnee, Jr.	Gypsum Association
F. J. Rogers	Gypsum Association

1. GYPSUM ASSOCIATION SAFETY BULLETIN

A. The chairman requested that the secretary relate the member company response for safety articles to be used in the Bulletin. Following a brief discussion by the committee, it was their recommendation that each member company stimulate employee participation by urging the plant employees to write and submit safety articles to the Association.

B. The committee reviewed the Bulletin format and it was the consensus that it was satisfactory in its present form. One member suggested that a possible change be considered when the next Bulletin mast head is printed. The secretary indicated that present Bulletin stock supply would be depleted at the end of the fiscal year, and at that time, committee suggestions would be solicited.

The committee requested that the secretary construct a chart showing the industry frequency rating over the past four years, as related to the all industry frequency rating reported by the National Safety Council, and print this chart in the Safety Bulletin. The secretary indicated that such a chart was already being considered for the October issue.

The committee directed that this item be carried on the docket.

9/19/67

2. "CERTIFICATE OF MERIT" AWARD

The secretary submitted a "Certificate of Merit" award plaque for committee investigation. He informed the committee that the award cost the Association \$20.00 to purchase and mail, and requested that they might consider adopting an award that might have greater utility for the winner, such as an ash tray or pen set. The committee, after much discussion, directed the secretary to obtain a less costly certificate and also purchase an ash tray for the award winners.

Following a thorough review of the last three editions of the Safety Bulletin, the committee selected one article by ballot. The article "Did You Bet Your Life?" by Val Robertson, Assistant Production Superintendent, The Flintkote Company, Blue Diamond Gypsum Division, Fremont, California (August 1967) won the award. Mr. Robertson will receive a certificate and inscribed ash tray for his contribution to safety.

3. AIR AND STREAM POLLUTION

The chairman cited a few pollution problems involving plants on a local level. He stressed the importance of all committee members keeping abreast with local, state, and federal pollution programs.

One member noted a recent problem involving the asbestos industry where a number of lung carcinoma cases had been reported by inhabitants of the neighborhood surrounding an asbestos plant. It was further noted that clinical tests and investigations had resulted in legal action against the manufacturer by the claimants.

The chairman indicated that air and water pollution problems would have a dramatic effect on all industries and that the committee should take the initiative to meet any such problems head on if they should occur in the gypsum industry.

Following a discussion of pollution problems in various industries, it was the consensus that the safety committee should have a more active program in this area, outlining the problems that exist and what steps have been taken to solve them.

On a motion seconded and carried, the committee recommended that the chairman advise the directors of the pollution problem, and suggest that they have plant managers join local groups studying pollution problems, so as to give our industry greater control of the problems.

The committee directed that this subject be carried on the docket.

PLAINTIFF'S
EXHIBIT

USG 139

cc: #147-1, Mr. C. C. Gramer
#147, Mr. J. T. Allen, Jr
#147-2, Mr. R. P. Entz
#170-6, Mr. J. D. Cornell
#159, Mr. E. C. Hobbs
#147-2, Mr. C. M. Howard
#151, Mr. E. Maynard
Mr. J. R. Crumbaugh

TO: #151, Mr. J. N. Walker

FROM: #151, K. S. Freeman

SUBJECT: CAUTION LABELS FOR JOINT COMPOUNDS

As a member of a "Special Committee on Asbestos in Joint Treatment Compounds" under the auspices of the Gypsum Association, I am reporting on the recommendations which were proposed at their first meeting on August 8, 1973. One recommendation was that all joint compound manufacturing members of the Gypsum Association affix the OSHA asbestos caution label on all containers of joint compounds, powder and ready-mix.

Both the National Gypsum Company and the U. S. Gypsum Company submitted test data on mixing and sanding joint compounds. With respect to asbestos fiber concentrations, both reports were in agreement that mixing powder joint compounds resulted in fiber concentrations that usually exceeded OSHA standards, and in some instances, greatly exceeded OSHA standards.

The two reports were also in agreement on data resulting from sanding the dried joint compounds. The fiber concentrations, from both powder and ready-mix joint compounds, were all lower than OSHA standards. It was on the basis of our test data (and the regulations cited in title 29, Chapter XVII, Section 1910.93a, paragraph § (2) of the Federal Register dated June 7, 1972) that we reached a decision in August, 1972 to print the OSHA asbestos caution label on all bags of powder joint compounds, but not to label the containers of ready-mix joint compounds.

It was reported at the Gypsum Association Committee meeting that the National Gypsum Company was affixing the OSHA asbestos caution label on containers of ready-mix joint compound on their contention that the applicator has the right to know that a product contains a potentially hazardous ingredient; other committee members concurred. I stated, however, that approval by USG of the OSHA asbestos caution label on ready-mix joint compound containers was contingent on approval by our Marketing and Legal Departments.

Since the time of the committee meeting I have seen two other competitor's ready-mix joint compound containers that have asbestos caution labels. "Top-Pro Ready-Mixed Vinyl Taping Cement" produced by the Roach Paint Company of Dallas, Texas has a 4-1/8" x 8-5/8" label on the top of their cardboard carton as follows: "CAUTION - Contains Asbestos Fibers - Avoid Creating Dust. Breathing Asbestos Dust May Cause Serious Bodily Harm. We Do Not Recommend Sanding Of Our Joint Cement. For Best Results, We Recommend Sponging Joints to Eliminate Dust". Another product, "Paco Vinyl Ready-Mixed Joint Cement" produced by Paco Textures Company of Dallas, Texas has the OSHA asbestos caution label on the carton.

UNITED STATES GYPSUM COMPANY

Another recommendation by the committee was that all joint compound manufacturing members of the Gypsum Association should affix a uniform caution statement for siliceous and nuisance dusts on all containers of powder and ready-mix joint compounds as follows: "CAUTION - When mixing and/or dry sanding this product wear eye protection and a respirator which is U. S. Bureau of Mines approved for toxic, nuisance and pneumoconiosis producing dusts. Wet sanding or sponging is recommended where practicable." For ready-mix products, omit phrase "mixing and/or" in first line of the statement.

Reports submitted by the National Gypsum Company for powder and ready-mix joint compounds have the following statement in their summary: "Tests showed that the total and respirable dust released during the mixing operation and the sanding operation will exceed the allowable OSHA limits." USC has not conducted tests for the total and respirable fraction of siliceous and nuisance dusts.

My recommendations are as follows:

1. I believe that the OSHA asbestos caution label on ready-mix compounds would not be a handicap to sales, especially if it were universally adopted. However, I recommend that this decision be referred to the Marketing and Legal Departments for approval.
2. Although standards have been established by OSHA for maximum levels of the total and the respirable fractions of siliceous and nuisance dusts in the work environment, there are no specific, mandatory caution labels such as that for asbestos. However, cautionary label statements would be required if any foreseeable use, particularly the mixing and sanding of the joint compounds, will result in dust levels that exceed OSHA standards.

Tests are scheduled in Denver in mid September to establish, among other things, the dust levels created by mixing and sanding joint compounds. Samples of powder topping joint compound and ready-mix joint compound will be submitted by six Gypsum Association joint compound manufacturing members in a blindfold test. The results will be monitored by an independent industrial hygiene testing laboratory which has not yet been selected. I recommend that a final decision on the adoption of a uniform Gypsum Association dust hazard label be deferred until the mixing and sanding tests are conducted in Denver.

KSF/jak

news/U.S.G.

PUBLIC RELATIONS DEPARTMENT
TELEPHONE: 321-3835

UNITED STATES GYPSUM COMPANY 101 S. WACKER DR., CHICAGO, ILL. 60606

P.R. No. USG 73-49
FOR GENERAL RELEASE

U.S.G. INTRODUCES NON-ASBESTOS TEXTURING MATERIALS ON WEST COAST

Non-asbestos texturing materials for both walls and ceilings have been released in the Western states by United States Gypsum Company.

The products, IMPERIAL® QT Texture Finish for ceilings and USG® Spray Texture for sidewalls, eliminate the health hazards associated with breathing asbestos dust during application work. Use of the products simplifies compliance with OSHA (Occupational Safety and Health Act) standards.

Both products also are non-casein, eliminating spoilage and loss of material held in mixing tanks. Gone, too, are the odors associated with casein products.

Use of this U.S.G. texturing system minimizes discoloration caused by spraying over dissimilar finishes.

IMPERIAL® QT Finish is formulated for spray application to produce a simulated acoustical ceiling finish in an exceptionally white, coarse texture. The finish has excellent bonding qualities and adheres to gypsum panels, properly cured new or old concrete, plaster or wood. Its exceptional hide and body conceal minor surface defects.

-more-

GP035 1533

NON-ASBESTOS TEXTURING MATERIALS // ADD ONE

USG® Spray Texture Finish produces a range of wall finishes from light-orange-peel to heavy fog-and-splatter, with good hide and excellent hardness.

For more information on this new non-asbestos texturing system, write United States Gypsum Company, 525 S. Virgil Avenue, Los Angeles, California 90020.

- END -

For further information, contact:

D.E. Shipley
Phone 213/388-1171

ENCLOSURE: J-337, J-338
PHOTO ENCLOSED
September 5, 1973

CP035 1591

...to be used in
...obtained
...U. S. Gypsum
...in
...defense
of U. S. Gypsum in litigation."

Suite 1210

Mr. J. J. Gafford, Manager of
Technical Service Department
The Celotex Corporation
P. O. Box 22602
Tampa, Florida 33622

Dear Jerry:

The Clayton Reports on Sanding Joint Treatment Compound
that you requested are enclosed for your file.

Yours very truly,

GYPSUM ASSOCIATION

H. O. Carlson, Manager
Technical Services

nBC:ch
Attachment

Handwritten: 7-9-73

7-9-73

GEORGE D. CLAYTON & ASSOCIATES

ENVIRONMENTAL CONTROL SPECIALISTS

SOUTHFIELD, MICHIGAN 48075

EVALUATION OF EXPOSURE TO ASBESTOS DURING
MIXING AND SANDING OF JOINT COMPOUNDS

GYPSUM ASSOCIATION
Denver, Colorado

November 19, 1973

EVALUATION OF EXPOSURE TO ASBESTOS DURING MIXING AND SANDING OF JOINT COMPOUNDS

GYPSUM ASSOCIATION
Denver, Colorado

INTRODUCTION

The Gypsum Association retained George D. Clayton and Associates to conduct an industrial hygiene survey at a test site located in Denver, Colorado. The purpose of the survey was to determine the concentrations of airborne asbestos to which workers were exposed during mixing and sanding of joint cement compounds and to interpret the results in terms of potential health hazards with particular reference to regulations promulgated under authority of the Occupational Safety and Health Act of 1970. This study was conducted on November 19, 1973 by Mr. Robert D. Soule of Clayton and Associates. Results of that study are reported herein.

BACKGROUND

The Gypsum Association, located at 1603 Orrington Avenue in Evanston, Illinois is a trade association which represents ten to fifteen industrial companies which are engaged in the manufacture of products incorporating gypsum or gypsum-like materials. As with most industrial concerns, the activities of the Gypsum Association have become more broad with the passage and implementation of federal regulations such as the Metal and Non-Metallic Mine Safety Act and the Occupational Safety and Health Act. Technical committees composed of personnel from companies comprising the Gypsum Association have been established with particular interest in the occupational safety and health field. Of particular concern in this respect was the potential hazard associated with exposure of workers to airborne asbestos during mixing and sanding of compounds used to seal cracks and joints formed during installation of wallboard material. Although the specific formulations used by the various companies manufacturing and supplying the joint compound vary, it is understood that essentially all of them incorporate asbestos in the product whether as a dry compound or a ready-mix product.

In order to evaluate the exposure of workers to asbestos during handling and use of the joint compound products, the Gypsum Association decided to undertake a test program during which several products would be mixed and sanded. George D. Clayton and Associates was retained to collect and analyze samples which would represent the exposure of workers engaged in the study. The tests were performed on November 19, 1973 in a development of townhouses known as King's Mill Townhouses, which were under construction in a suburban area north of Denver, Colorado.

POTENTIAL HEALTH HAZARD ASSOCIATED WITH EXPOSURE TO ASBESTOS

Asbestos is a generic term referring to various mineral silicates. The types used most widely in industrial applications include chrysotile, or "white asbestos" (a hydrated magnesium silicate), amosite,

or "gray asbestos" (an iron magnesium silicate), crocidolite, or "blue asbestos" (a sodium iron silicate), tremolite (a calcium magnesium silicate), and anthophyllite (another iron magnesium silicate). Of these, chrysotile accounts for over 90 percent of the total usage of asbestos in this country, with amosite and crocidolite being the only other types used to any significant extent.

Asbestos exists naturally in bundles of extremely fine fibers which can be subdivided easily into many smaller fibers. The potential health hazard associated with exposure to asbestos is that of inhalation of airborne fibers resulting in a type of pneumoconiosis referred to as "asbestosis." Small asbestos fibers can pass readily through the upper respiratory tract and be deposited in the terminal bronchioles of the lung. There, they produce a local irritation which the body attempts to overcome by initiating a tissue response resulting in the encapsulation of the fibers and consequent formation of "asbestos bodies." If sufficient quantities of fibers are inhaled over an extended period of time, a generalized diffuse peribronchiolar fibrosis can develop. This pulmonary fibrosis can impair the transfer of oxygen across the alveolar membranes and result in respiratory insufficiencies, or even cardiac failure. It has been determined, through toxicological and epidemiological studies, that long fibers, 20 to 50 micrometers in length, are most active in the production of the fibrosis. Fibers shorter than about two micrometers in length, are practically without an irritating effect. There is some evidence that other minerals having fibrous characteristics can produce similar reactions.

Many recent studies have indicated an association between exposure to asbestos in both industrial and urban atmospheres and an increase in a relatively rare type of lung cancer known as mesothelioma. Although it has not been possible to establish a connection with asbestos in all cases of this disease, there is a strong correlation between exposure to crocidolite and occurrence of mesotheliomas. Other types of asbestos have been implicated to a much lesser extent. However, this "new hazard" has received much public attention because it has been suggested that very minimal, non-occupational exposure can be sufficient to produce the disease in some individuals.

For many years the American Conference of Governmental Industrial Hygienists has recommended a threshold limit value (TLV) of five million particles per cubic foot of air (mppcf) for all types of asbestos-bearing dusts containing less than one percent crystalline silica. The threshold limit value is defined as the concentration of an airborne contaminant to which it is believed that nearly all workers can be exposed for continuous and repeated work days without experiencing adverse effects. The TLV of five mppcf was based on the impinger sampling technique which was selected as the standard method in the early epidemiological studies of occupational exposure to asbestos. With this method, air is drawn through an impinger containing water and the total particles (both grains and fibers) in an aliquot of the sample, are counted using light-field microscopic techniques.

Within recent years, because of the increasing concern about asbestos in the environment and the resulting need for a more relevant sampling method, the American Conference of Governmental Industrial

Hygienists has proposed a TLV of five fibers (greater than five micrometers in length) per cubic centimeter of air. This standard is based on the membrane filter technique with actual microscopic fiber counting at 400-450X magnification using phase contrast illumination.

The Occupational Safety and Health Administration (OSHA) has established the above concentration (five fibers, greater than five micrometers in length, per cubic centimeter of air) as an emergency standard and have announced that, effective July 1, 1976, the acceptable limit for an eight-hour, time-weighted average exposure will be reduced to two fibers/cc. In addition, OSHA has established the concentration of ten fibers (greater than five micrometers in length) per cubic centimeter of air as an acceptable ceiling concentration. Workers shall not be exposed to concentrations of asbestos in excess of this value, regardless of duration of exposure.

SAMPLING AND ANALYTICAL METHODS

The air sampling conducted to evaluate exposures of workers to asbestos was all of the "breathing zone" type. These samples were collected by drawing air through 37-mm diameter membrane filters (Millipore Type AA) at a rate of about two liters per minute using small, battery-operated pumps (Mine Safety Appliances Company, Model G). The sampling units were worn by the workers engaged in either mixing or sanding the joint compound; the pump was attached to the belt and the sampler head fastened on the outside of the worker's shirt at approximate breathing zone height. Thus, these samples were representative of the time-weighted average conditions to which the men were exposed during the sampling period. The sampling head consisted of a three piece cassette (Millipore); during sampling the face cap was removed and the filter was used in an "open face" mode with the filter positioned slightly downward so as to minimize dust falling directly onto the filter.

Sampling was conducted for the entire duration of the mixing operations but because of the higher anticipated concentrations associated with sanding of the joint compounds it was decided to change filters approximately every ten minutes. Sampling during the sanding on the various joint compounds was conducted over a total period of sixty minutes. Therefore six consecutive ten-minute samples were obtained for each sanding test. In addition to the ten-minute tests, samples were collected over thirty-minute periods as well, i.e., two consecutive 30-minute samples for each sanding test. After collection of each sample the filter cap was replaced and the cassette, or sampler head, was sealed immediately and prepared for transfer to the analytical laboratory.

The method of counting asbestos fibers was essentially the same as that used by the U.S. Public Health Service for the enumeration of asbestos dust on membrane filters. The description of this method first appeared in an article written by G.H. Edwards and J.R. Lynch and appeared in the Annals of Occupational Hygiene, Volume 2, pages 1-6 (1968).

In summary, the method consisted of the following steps.

A pie-shaped section of each sample was mounted on a standard microscope slide using a high viscosity solution of membrane filter in a 1:1 mixture of diethyl oxalate and dimethyl phthalate to render the filter transparent. The asbestos fibers which were on the surface of the filter were then counted using a 10X eyepiece and a 40X objective with phase contrast illumination.

A number of fields, selected at random across the sample, sufficient to reveal a minimum of 100 fibers were examined and fibers greater than five micrometers in length were counted. Any particle having an aspect ratio of three or greater was considered to be a fiber. Although it was conceivable that there would be fibers of paper or other materials present on the filters which would have been dislodged from the wallboard during the sanding operation it did not appear that these were of any adverse consequence during the analysis of the samples. Although it is realized that the counting technique is not specific in terms of being able to identify the chemical nature of the fibers present in the sample, all of the fibers observed in these samples appeared to have physical features characteristic of asbestos fibers.

For those samples collected over a thirty-minute period, and which were too heavily loaded to evaluate directly under the microscope, the collected material on the filters was dislodged in a highly purified distilled water bath using an ultrasonic unit (Dynasonic Corporation, Model G6 generator and Model T6 tank) and diluted to one liter. An aliquot of the resulting suspension was drawn, passed through a membrane filter (Millipore Type HA) and was then analyzed according to the procedure described above.

PRESENTATION OF RESULTS

A total of four joint compound products were used during this study. These products (two dry mix and two "ready mix") were supplied by two manufacturers whose identities were not known to the investigator. The products were identified by code (2D, 2R, 4D and 4R), a number referring to the supplier and the letter indicating whether the product was a "dry" or "ready-mix" compound.

The results of the sampling program conducted during the mixing of the two dry mix products and sanding tests on all four joint compounds are presented in Tables I through IV. Examination of these data reveals the following:

1. During mixing of Joint Compound 2D, the worker was exposed to a concentration of 31.4 fibers, greater than five micrometers in length, per cubic centimeter of air.
2. The amount of total particulate generated during the sanding operation on Joint Compound 2D was so great that direct

analysis of the ten-minute samples was not possible. Analysis of the thirty-minute samples, which were redeposited, indicated an average concentration of 39.4 fibers, greater than five micrometers in length, per cubic centimeter of air.

3. The results of analyzing four of the six ten-minute samples collected during sanding on Joint Compound 2R indicated an average concentration of 4.2 fibers per cubic centimeter; two of the samples were too heavily loaded to analyze directly. Results of analysis of the two thirty-minute samples collected during the sanding on Joint Compound 2R indicated an average concentration of 11.1 fibers per cubic centimeter, a factor of over 2.5 times as high as the average obtained from analysis of the ten-minute samples.
4. The sample obtained during the mixing of Joint Compound 4D indicated a concentration of 7.6 fibers, greater than five micrometers in length, per cubic centimeter of air.
5. Results of analyzing four of the six ten-minute samples collected during the sanding on Joint Compound 4D indicated an average concentration of 4.4 fibers per cubic centimeter. Analysis of the two thirty-minute samples, which were subjected to the redepositing procedure, indicated an average concentration of 14.8 fibers per cubic centimeter, a factor of 3.4 times as high as results obtained from the ten-minute samples.
6. The results of analysis of five of the six samples obtained during the sanding on Joint Compound 4R indicated an average concentration of 10.8 fibers per cubic centimeter. Results of analysis of the two thirty-minute samples indicated an average concentration of 9.7 fibers per cubic centimeter, a value essentially the same as that obtained from analysis of the ten-minute samples.
7. Six of the thirteen ten-minute samples obtained during sanding on the four joint compounds indicated concentrations in excess of five fibers per cubic centimeter. Both mixing operations generated asbestos concentrations in excess of five fibers per cubic centimeter.
8. Two of the thirteen ten-minute samples collected during the sanding tests indicated concentrations in excess of ten fibers per cubic centimeter, the acceptable ceiling concentration. One of the two mixing operations generated an asbestos-in-air concentration in excess of ten fibers per cubic centimeter.
9. Of the four products tested, sanding on 2R and 4D resulted in concentrations less than, but approaching, the current acceptable limit for continuous exposure of workers, five fibers per cubic centimeter. Product 4R consistently produced very high concentrations of total dust which obscured the asbestos fibers on the samples.

CONCLUSIONS

The following conclusions are presented on the basis of observations and measurements made during the study reported herein.

1. Based on the results of the ten-minute samples, it is apparent that the exposures of workers engaged in mixing and sanding of the various joint compounds used during this test would be to concentrations approaching or exceeding five fibers, greater than five micrometers in length, per cubic centimeter of air.
2. It is clear that persons engaged in the mixing and sanding of joint compounds similar to those used during this test would be exposed to concentrations of airborne asbestos in excess of two fibers per cubic centimeter during the entire course of their work. This value is the proposed acceptable limit for an eight-hour time-weighted average exposure to asbestos which is scheduled to become effective July 1, 1976.
3. With the exception of the tests conducted during sanding on joint compound 4R the results of analysis of the thirty-minute samples, using the redeposition technique, were consistently higher than those obtained by direct analysis of the ten-minute samples by a factor of 2-1/2 to 3-1/2. Therefore, it appears that use of the redeposition technique would result in the apparent concentrations of asbestos in air being higher than actually present and would therefore err on the "conservative" side.
4. Discounting the results obtained by analysis of the thirty-minute samples, for which the redeposition technique was used, three of the samples collected (mixing of 2D and sanding on 4R) indicated concentrations in excess of ten fibers per cubic centimeter and are therefore a concern as peak exposures. With those exceptions, the problem is one of controlling the time-weighted average exposures of workers to asbestos. In that respect, it must be pointed out that the sampling results reported herein are indicative of the exposures of workers during the mixing or sanding operations and not their time-weighted average exposure for a full workday.

RECOMMENDATIONS

1. The results of sampling reported herein should be analyzed in conjunction with a study of the work practices and routine of persons engaged in mixing, sanding or otherwise being exposed to joint compounds similar to those used in this study. In this way a true evaluation of the time-weighted average exposure of such workers to asbestos can be made. If it is true that, as reported by workers used during this test, it would be unlikely for an individual to mix or sand on the joint compounds for greater than two hours per workday, then the time-weighted average exposure of such workers to asbestos likely would be within acceptable limits. Of course, the problem of controlling any

exposures to below ten fibers per cubic centimeter would still have to be contended with.

2. From the standpoint of being able to eliminate or minimize the problem of excessive concentrations of asbestos being generated by handling and use of the joint compounds, consideration should be given to the following aspects.
 - a. The most effective means of eliminating the asbestos problem obviously would be to eliminate asbestos from the joint compound formulations if this is feasible. Although the specific role that asbestos plays in the joint compound formulations is not clear it is understood that manufacturers of joint compounds consider it necessary that asbestos be in the formulations.
 - b. From an engineering standpoint, it may be necessary to implement the following measures in conjunction with mixing and sanding of the joint compounds containing asbestos.
 - i. Mixing of the joint compounds could be done in such a way that the material is more effectively wetted as it is removed from the containers or could be done within an enclosure, with or without mechanical ventilation, so as to minimize the amount of asbestos fibers released into the breathing zone of the workers.
 - ii. Although the results of the air sampling reported herein indicate concentrations of asbestos fibers in excess of acceptable limits, either those currently enforced or those proposed to be made effective in July, 1976, it was obvious during the study that the sanding process in general has associated with it exposure of the worker to tremendously high concentrations of total dust. Therefore, if means were implemented to maintain the exposure of the workers to total particulate to within acceptable limits there would be an inherent control of the asbestos problem as well. Although more extensive in nature, engineering control of the total dust generated by the sanding operations is feasible. Such control techniques would include, but not be limited to, the use of a wet sanding technique and/or use of a portable local exhaust ventilation system incorporating, as the air moving device, a unit similar to common industrial vacuum cleaners and bag collectors.
3. The next phase of the testing program to control workers' exposures to asbestos during use of the joint cement compounds logically would be evaluations of the various potential engineering control concepts indicated or inferred above.

This report prepared by: Robert D. Soule

Robert D. Soule, P.E.
Vice-President, Industrial Hygiene Services

TABLE I

GEORGE D. CLAYTON & ASSOCIATES
INDUSTRIAL HYGIENE SAMPLING SUMMARY

GP032 1204

Client Gypsum Association

Material

Asbestos

1973 Date	Sample No.	JOINT COMPOUND 2D Description (a)	Sampling Period		Sample Weight	Sample Volume Liters	Concentration		
			Start	Stop			Fibers >5µm/cc		
11/19	2D-M	Mixing of compound (b)	09:28	09:34		13	31.4		
11/19	2D-S-1	Sanding on compound (c)	11:57	12:27		60	35.2**		
11/19	2D-S-2	Sanding on compound (c)	11:57	12:07		-	*		
11/19	2D-S-3	Sanding on compound (c)	12:07	12:17		-	*		
11/19	2D-S-4	Sanding on compound (c)	12:17	12:27		-	*		
11/19	2D-S-5	Sanding on compound (c)	12:27	12:57		60	43.6**		
11/19	2D-S-6	Sanding on compound (c)	12:27	12:37		-	*		
11/19	2D-S-7	Sanding on compound (c)	12:37	12:47		-	*		
11/19	2D-S-8	Sanding on compound (c)	12:47	12:57		-	*		

(a) All samples were obtained in the breathing zone of the workers.

(b) Mixing of Compound 2D was done by Mr. Harold McDowell in King's Mill Townhouse Unit U-81.

(c) Sanding of Compound 2D was done by Mr. James Pasquariello in King's Mill Townhouse Unit U-77. Psychrometric conditions in U-77 at 11:45 were 56°F dry bulb, 41°F wet bulb (22% relative humidity)

* too heavily loaded for direct analysis

** material on filter was taken into suspension and an aliquot redeposited for analysis

TABLE II

GEORGE D. CLAYTON & ASSOCIATES
INDUSTRIAL HYGIENE SAMPLING SUMMARY

GP032 1235

Client Gypsum AssociationMaterial Asbestos

1973 Date	Sample No.	JOINT COMPOUND 2R Description (a)	Sampling Period		Sample Weight	Sample Volume Liters	Concentration		
			Start	Stop			Fibers >5µm/cc		
11/19	2R-S-1	Sanding compound (b)	15:48	16:18		60	12.3**		
11/19	2R-S-2	Sanding compound (b)	15:48	15:58		20	4.5		
11/19	2R-S-3	Sanding compound (b)	15:58	16:08		20	4.2		
11/19	2R-S-4	Sanding compound (b)	16:08	16:18		20	4.1		
11/19	2R-S-5	Sanding compound (b)	16:18	16:48		60	9.9**		
11/19	2R-S-6	Sanding compound (b)	16:18	16:28		20	*		
11/19	2R-S-7	Sanding compound (b)	16:28	16:38		20	3.8		
11/19	2R-S-8	Sanding compound (b)	16:38	16:48		20	*		

(a) All samples were obtained in the breathing zone of the workers.

(b) Sanding of Compound 2R was done by Mr. David Potter in King's Mill Townhouse Unit U-79. Psychrometric conditions in U-79 at 15:45 were 39°F dry bulb, 35°F wet bulb (66% relative humidity).

* too heavily loaded for direct analysis

** material on filter was taken into suspension and an aliquot redeposited for analysis

TABLE III
GEORGE D. CLAYTON & ASSOCIATES
INDUSTRIAL HYGIENE SAMPLING SUMMARY

GP032 1206

Client Gypsum Association

Material Asbestos

1973 Date	Sample No.	JOINT COMPOUND 4D Description (a)	Sampling Period		Sample Weight	Sample Volume Liters	Concentration		
			Start	Stop			Fibers >5µm/cc		
11/19	4D-M	Mixing compound (b)	09:09	09:17		14.4	7.6		
11/19	4D-S-1	Sanding compound (c)	10:20	10:50		60.0	15.5**		
11/19	4D-S-2	Sanding compound (c)	10:20	10:29		18.0	5.2		
11/19	4D-S-3	Sanding compound (c)	10:29	10:40		22.0	*		
11/19	4D-S-4	Sanding compound (c)	10:40	10:50		20.0	3.7		
11/19	4D-S-5	Sanding compound (c)	10:50	11:00		20.0	4.1		
11/19	4D-S-6	Sanding compound (c)	10:50	11:20		60.0	14.1**		
11/19	4D-S-7	Sanding compound (c)	11:00	11:10		20.0	*		
11/19	4D-S-8	Sanding compound (c)	11:10	11:20		20.0	4.7		

(a) All samples were obtained in the breathing zone of the workers.

(b) Mixing of Compound 4D was done by Mr. Harold McDowell in King's Mill Townhouse Unit U-80.

(c) Sanding of Compound 4D was done by Mr. James Pasquariello in King's Mill Townhouse Unit U-76. Psychrometric conditions (dry and wet bulb temperatures) were not recorded.

* too heavily loaded for direct analysis

** material on filter was taken into suspension and an aliquot redeposited for analysis

TABLE IV
GEORGE D. CLAYTON & ASSOCIATES
INDUSTRIAL HYGIENE SAMPLING SUMMARY

GP032 1207

Client Gypsum Association

Material

Asbestos

1973 Date	Sample No.	JOINT COMPOUND 4R Description (a)	Sampling Period		Sample Weight	Sample Volume Liters	Concentration		
			Start	Stop			Fibers >5µm/cc		
11/19	4R-S-1	Sanding compound (b)	14:31	15:01		60.0	11.3**		
11/19	4R-S-2	Sanding compound (b)	14:31	14:41		20.0	6.3		
11/19	4R-S-3	Sanding compound (b)	14:41	14:51		20.0	7.5		
11/19	4R-S-4	Sanding compound (b)	14:51	15:01		20.0	19.9		
11/19	4R-S-5	Sanding compound (b)	15:01	15:31		60.0	8.1**		
11/19	4R-S-6	Sanding compound (b)	15:01	15:11		20.0	5.3		
11/19	4R-S-7	Sanding compound (b)	15:11	VOID		-	-		
11/19	4R-S-8	Sanding compound (b)	15:18	15:31		26.0	15.0		

(a) All samples were obtained in the breathing zone of the workers.

(b) Sanding of Compound 4R was done by Mr. David Potter in King's Mill Townhouse Unit U-78. Psychrometric conditions in U-78 at 14:45 were 44°F dry bulb, 38°F wet bulb (68% relative humidity).

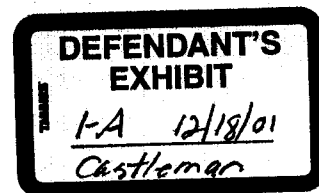
** material on filter was taken into suspension and an aliquot redeposited for analysis

Kaiser-Gypsum

13. Adv. Guidelines booklets for plant mngs. 8/14/74

Plants made A-containing products (~10) in
Antioch, Santa Ana CA and Seattle

Brent Crosby, a K-G Salesman⁽¹⁹⁶⁰⁻¹⁹⁷⁸⁾, testified
he hadn't seen caution labels on K-G
products in 1972-78 but in depo
acknowledged receiving a memo on
hazards/warnings from Dick Madsen
Also was shown memos, sales "merchandising
bulletin" and memo re reformulation in Aug 1975.





cc: L.A. #961 - T. M. Supple
L.A. #961 - P. B. Thomson

L.A. #961 - D. S. McVicker

L.A. #961 - Roger Gillette

Industrial Safety Precautions - Tape and Joint Compounds

RECEIVED JUN 12 1972

June 2, 1972

While attending the State Fire Marshal's fire test program - Project Corridor - I had the occasion to talk with Mr. Robert Gulick of the Drywall Industry Trust Fund. Included in this conversation was Mr. Marvin Smith of the Gypsum Association, and Mr. Howard Waitman of Kaiser Gypsum Research and Development.

Mr. Gulick advised that there have been recent discussions brought on by trade unions raising questions about the ill effects that could possibly be encountered using joint and tape compound systems. Mr. Gulick indicated that documentary evidence has been introduced by medical personnel that indicates over approximately a five year period of time, that workmen subjected to sanding joint systems recorded a high rate of lung cancer attributed possibly to the asbestos content of the fibers used in the various joint compounds.

Mr. Gulick was in the process of preparing a letter to alert manufacturers of joint compound to be prepared for any interrogation that might ensue.

Mr. Gulick further advised that he would send a letter in care of Mr. Smith of the Gypsum Assoc. who, in turn, will relay to all of the gypsum manufacturers. In addition, Mr. Gulick will also inform the other manufacturers of joint compound systems that are not necessarily members of the Gypsum Assoc.

This memo is being sent for information use only in the attempt to alert the persons concerned of the impending problem.

RFG:mj

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U. S. GYPSUM CO.
RESEARCH CENTER

KAISER CEMENT

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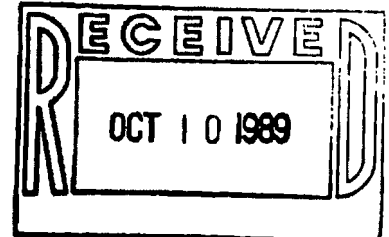
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October 3, 1989



ATLIS Federal Services, Inc.
EPA/AIA Clearing House
6011 Executive Boulevard
Rockville, Maryland 20852

Re: Docket Control No. OPTS-62073; Submission of
Kaiser Cement Corporation in Compliance with
the Asbestos Information Act of 1988

Dear Sirs:

In compliance with the Asbestos Information Act of 1988 (the "Act") and Federal Register notices promulgated by the EPA at 54 Fed. Reg. 15622 (April 18, 1989) and 54 Fed. Reg. 32430 (August 7, 1989), Kaiser Cement Corporation ("Kaiser Cement") submits information on asbestos-containing building products that it formerly manufactured.

Kaiser Cement has not manufactured or marketed asbestos-containing building products since 1976. This submission represents Kaiser Cement's best knowledge at this time about those products.

1. Name and address of manufacturer of
asbestos-containing materials.

The name of the manufacturer of asbestos-containing materials submitting information is Kaiser Cement Corporation. Kaiser Cement Corporation was known as Permanente Cement Company from 1939 to 1964 and as Kaiser Cement & Gypsum Corporation from 1964 to 1979. Kaiser Cement's corporate headquarters are located at 1333 North California Boulevard, Walnut Creek, California 94596.

2. Years of manufacture of asbestos-
containing materials.

Kaiser Cement manufactured asbestos-containing materials between 1944 and 1946 and between 1959 and 1976.

3. Types or classes of products.

Kaiser Cement manufactured limited lines of asbestos-containing cement (for exterior application only) within the "surfacing material" category and an asbestos-containing masonry cement within the "miscellaneous material" category as defined in the Act. It did not manufacture any asbestos-containing building products intended for interior application, nor did it manufacture any "thermal system insulation" products as defined in the Act.

4. Identifying characteristics of
manufactured asbestos-containing
materials.

1. Plastic Gun Cement

Between 1959 and 1976, Kaiser Cement manufactured and sold under the name "Kaiser Permanente Plastic Gun Cement" a gray colored powder which, when mixed with water, was used to make stucco for the exterior of houses and other buildings and was applied by gun with a plastering machine. The product was sold in sacks and was composed primarily of portland cement plus plasticizing and air-entraining agents. The product included as an ingredient a small amount of chrysotile asbestos. The product was sold primarily in California, but also in several other Pacific Coast States and Nevada.

2. Plastic Cement (Hand)

Between 1961 and 1973, Kaiser Cement also manufactured and sold a product called "Kaiser Permanente Plastic Cement (Hand)" with essentially the same description and composition as "Kaiser Permanente Plastic Gun Cement" and for the same use (except that it was manually applied by trowel). The distribution area for sales of this product was the same as for the Plastic Gun Cement.

3. Masonry Cement

During a six-month period beginning in April 1973, Kaiser Cement manufactured and sold in the Phoenix, Arizona area a masonry cement for use as mortar in building construction called "Kaiser Permanente Masonry Cement" whose ingredients included a trace amount of chrysotile asbestos, probably less than 1% when the product was actually applied. The product was sold in 78 lb. bags (not in bulk) and was composed primarily of a combination of portland cement and air-entraining additives.

ATLIS Federal Services, Inc.
October 3, 1989
Page three

4. Plastite

In 1944 and 1945, Kaiser Cement manufactured and sold (generally in sacks of 100 lbs. net) a cement product called "Plastite" which was used to make stucco for the exterior of houses and other buildings and was applied manually. It was primarily composed of portland cement, adhesive, plasterizing and water repellant agents and had a small asbestos ingredient. It was sold in Northern California and in Washington.

If any persons seek clarification as to the meaning of any of the foregoing information, they are invited to direct their inquiries to the Secretary of Kaiser Cement Corporation at its headquarters at the above address.

Respectfully submitted,

KAISER CEMENT CORPORATION

By Melissa A. Youngman
Melissa A. Youngman
Secretary and Assistant Treasurer

MAY:yl