

FILE NAME: Flintkote (FLK)

DATE: 1997 July 10

DOC#: FLK121

DOCUMENT DESCRIPTION: Responses to Plaintiff's Standard Interrogatories

1 FREEBURG, JUDY & NETTELS
2 J. LAWRENCE JUDY (State Bar No. 53842)
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6 (626) 585-4150
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8 Attorneys for Defendant,
9 THE FLINTKOTE COMPANY
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1 evidence.

2 2. To the extent that these interrogatories and the
3 provisions of General Order No. 129 pertaining to these
4 interrogatories do not comply with the applicable provisions of
5 the California Code of Civil Procedure, Flintkote objects to
6 these interrogatories and those provisions of General Order
7 No. 129. Without limiting the generality of the foregoing,
8 Flintkote refers to and incorporates here by this reference as
9 though set forth in full the provisions of Code of Civil
10 Procedure Sections 575.1, 2017, 2019 and 2030.

11 3. Flintkote objects to these interrogatories, and each of
12 them, to the extent that they purport to impose upon this
13 defendant a duty to search for information beyond the scope of
14 that set forth in the California Code of Civil Procedure.

15 4. Flintkote objects to these interrogatories, and each of
16 them, to the extent that they purport to require this defendant
17 to annually update its responses.

18 5. Flintkote objects to these interrogatories, and each of
19 them, to the extent that they purport to enlarge the time period
20 set forth in Code of Civil Procedure Section 2030(1).

21 6. Flintkote objects generally to the definition of
22 "defendant" and "alternate entities" as each is overbroad, is not
23 reasonably calculated to lead to the discovery of admissible
24 evidence, and renders the interrogatories propounded incapable of
25 precise answer. Responses are made on behalf of The Flintkote
26 Company and its divisions that manufactured or sold asbestos-
27 containing products.

28 7. Flintkote objects to each of these interrogatories to

1 the extent that the time period for which information is
2 requested is not limited in scope so as to be reasonably
3 calculated to lead to the discovery of admissible evidence.

4 8. Flintkote objects to each of these interrogatories to
5 the extent they solicit information concerning asbestos-
6 containing products manufactured or sold by Flintkote to which no
7 known plaintiff claims exposure.

8 9. Flintkote objects to these interrogatories to the extent
9 that they seek information that is not within the personal
10 knowledge of its current employees. All of the plants in which
11 Flintkote manufactured asbestos-containing products have been
12 closed or sold. None of the persons with personal knowledge of
13 the events relating to the production and sale of products are
14 currently in Flintkote's employ.

15 In an effort to overcome these limitations, Flintkote's
16 counsel has conducted a reasonable search of records and inquiry
17 of available persons. Flintkote has responded in good faith to
18 these interrogatories based on available information. Because of
19 these limitations on Flintkote's information, the responses that
20 follow are based only on the information and belief of the person
21 verifying these responses. The statements contained in these re-
22 sponses, therefore, are not and cannot be deemed admissible
23 evidence under the Rules of Evidence as nonhearsay facts asserted
24 by a party with first-hand knowledge. Flintkote continues to
25 investigate and reserves the right to introduce additional
26 evidence at trial which is produced in the course of its further
27 investigation or review of information.

28 10. Flintkote objects to these interrogatories because they

1 impermissibly seek to shift to this defendant the plaintiff's
2 burden of identifying the products and/or manufacturers at issue.

3 11. Flintkote objects to these interrogatories to the
4 extent they seek information relating to sales of
5 asbestos-containing products by Flintkote to any entity or
6 entities other than those specifically identified by any known
7 plaintiff as having been in the chain of distribution of an
8 asbestos-containing product from Flintkote to any known
9 plaintiff. As a manufacturer and seller only, Flintkote had no
10 discretion to determine the method and manner of use of its
11 asbestos-containing products, nor does it have any knowledge of
12 whether any asbestos-containing product was resold by any entity
13 to a particular plaintiff. Such information, if any, and if
14 discoverable at all, must come from the particular plaintiff.

15 12. Flintkote objects to these interrogatories to the
16 extent that they seek disclosures of information generated by
17 persons other than Flintkote that has come into the possession of
18 Flintkote's counsel during the course of discovery and trial
19 preparation in asbestos-related litigation, and which is
20 protected from disclosure by the attorney-client privilege and/or
21 the work-product doctrine.

22 13. Flintkote objects to these interrogatories to the
23 extent that they seek information relating to Flintkote employees
24 and/or manufacturing facilities, which are not the subject of any
25 pending litigation in this jurisdiction to which Flintkote is a
26 party. Information relating to the Flintkote's manufacturing
27 facilities and employees is neither relevant nor reasonably
28 calculated to lead to the discovery of admissible evidence. See,

1 e.g., *Lohrman v. Pittsburgh-Corning Corp.*, 782 F.2d 1156, 1156
2 (4th Cir. 1986); *Martin v. Johns-Manville Corp.*, 508 Pa. 154,
3 175, 494 A.2d 1088, 1099 (1985); *Wesley Theological Seminary of*
4 *The United Methodist Church v. United States Gypsum Company*, 876
5 F.2d 119 (D.C. Cir. 1989).

6 Without waiver of any of the foregoing objections, which are
7 incorporated by reference in each of the following responses,
8 defendant responds to these interrogatories as follows:

9 INTERROGATORIES

10 INTERROGATORY NO. 1: Identify the person verifying these
11 answers on your behalf.

12 RESPONSE: Christine M. Hamilton, Assistant Secretary of The
13 Flintkote Company, 2 Embarcadero Center, Suite 1600, San
14 Francisco, CA 94111.

15 Ms. Hamilton verifies these answers to interrogatories
16 solely to satisfy the requirements of the California rules of
17 civil procedure. Ms. Hamilton does not have direct knowledge
18 regarding any specific answer, but is advised that corporate file
19 records and information obtained during interviews with former
20 employees of The Flintkote Company form the bases of these
21 answers as of the date of verification.

22 INTERROGATORY NO. 2: State the date of first employment
23 with you, and the dates and titles of each job position the
24 person verifying these interrogatories has held while employed by
25 you.

26 RESPONSE: August, 1980: Secretary.
27 February, 1981: Administrative Assistant, Insurance Department.
28 December, 1983: Administrative Assistant and Asbestos Litigation

1 Coordinator.

2 February, 1987 to the present: Assistant Secretary of The
3 Flintkote Company.

4 INTERROGATORY NO. 3: State whether or not you are a
5 corporation, and if so, state:

6 (a) Your correct corporate name;

7 (b) Your state of incorporation;

8 (c) The date of your incorporation;

9 (d) The address of your principal place of business;

10 (e) Whether or not you have ever held a certificate of
11 authority to do business in the State of California, and if so,
12 the inclusive dates of any certificate;

13 (f) If you are wholly owned or the majority interest of
14 your company is owned by another business entity, state the
15 entity's name and principal place of business;

16 (g) Whether you have any business offices in California,
17 and, if so, your principal place of business in California.

18 RESPONSE: Yes.

19 (a) The Flintkote Company.

20 (b) - (c) Flintkote was incorporated in Delaware on May 30,
21 1978; originally incorporated in Massachusetts in 1917.

22 (d) 2 Embarcadero Center, Suite 1600, San Francisco, CA
23 94111.

24 (e) Yes, through its predecessor Massachusetts corporation
25 Flintkote was issued a certificate of authority to do business in
26 the State of California on December 12, 1936.

27 This certificate was withdrawn no later than March, 1984.

28 (f) Flintkote objects to this subpart of this interrogatory

1 on the grounds that it is overbroad and seeks information that is
2 irrelevant and not calculated to lead to the discovery of
3 relevant or admissible evidence.

4 (g) See subpart (d).

5 INTERROGATORY NO. 4: Have you ever been identified, known,
6 or done business under any other name in the State of California?

7 RESPONSE: Flintkote objects to this interrogatory on the
8 grounds that it is overbroad and seeks information that is
9 neither relevant nor calculated to lead to the discovery of
10 relevant or admissible evidence. However, without waiving these
11 objections, see the response to interrogatory 3 (e).

12 INTERROGATORY NO. 5: If your answer to Interrogatory No. 4
13 is in the affirmative, please state such name or names and the
14 time period during which this defendant was so known or
15 identified.

16 RESPONSE: See response to Interrogatory No. 4.

17 INTERROGATORY NO. 6: If you are not a corporation, what is
18 your business structure (partnership, joint venture, sole
19 proprietorship, etc.).

20 RESPONSE: Not applicable.

21 INTERROGATORY NO. 7: If you are not a corporation, please
22 identify all persons or other entities with an ownership interest
23 in you.

24 RESPONSE: Not applicable.

25 INTERROGATORY NO. 8: If you are not a corporation, please
26 state the following:

27 (a) The address where the historical records of this
28 defendant are currently located; and

1 (b) The name, job title and current address of the
2 Custodian for this defendant's historical records.
3 As used herein, "historical records" shall include all documents
4 relating to the formation of this defendant, all minutes of
5 partners', general partners', or other owners' meetings, and all
6 documents relating to this defendant's merger with, acquisition
7 of or purchase, or sale of or by any other company.

8 RESPONSE: Not applicable.

9 INTERROGATORY NO. 9: Identify your custodian of Business
10 Records.

11 RESPONSE: Flintkote does not have a "custodian of records"
12 per se.

13 INTERROGATORY NO. 10: Identify the person or persons most
14 knowledgeable about:

15 (a) Your acquisition of raw asbestos and/or asbestos
16 containing products;

17 (b) Your use of raw asbestos and/or asbestos containing
18 products;

19 (c) Your contracting with others to do work involving use
20 or handling of raw asbestos or asbestos containing products.

21 RESPONSE:

22 (a) - (b) Flintkote currently employs no such person. In
23 the past, Flintkote has designated John C. Schmitt, a former
24 plant and product safety manager at Flintkote, as a person
25 knowledgeable generally about the company's operations.

26 (c) Not applicable.

27 INTERROGATORY NO. 11: For defendants involved in the
28 marketing of asbestos-containing products, state the identity of

1 physicians, medical directors and/or industrial hygienists
2 employed by you during the time frame or prior to the time you
3 discontinued the marketing of such products. All other
4 defendants need only respond as to medical directors and/or
5 industrial hygienists or physicians employed in the area of
6 employee health and safety. Premises owners and domestic
7 corporations need only respond as to the United States.

8 RESPONSE: Objection. This interrogatory is overbroad,
9 unduly burdensome and not reasonably calculated to lead to the
10 discovery of admissible evidence. Any such information relates
11 to Flintkote's manufacturing facilities and employees, which are
12 not the subject of this litigation. See General Objection No.
13 13, incorporated by reference herein. Without waiving these
14 objections, Flintkote did not directly employ medical directors,
15 industrial hygienists or physicians. Specific medical
16 examinations undertaken of certain employees were made by
17 independent contractor physicians. Flintkote may have retained
18 an industrial hygienist from time to time at one or more of its
19 manufacturing facilities.

20 INTERROGATORY NO. 12: Has any employee of this defendant
21 testified by deposition or at trial on behalf of this defendant
22 in a third-party case, in which this defendant was a party,
23 wherein the plaintiff has alleged an asbestos-related injury? If
24 so, for each such third-party case (except that Premises
25 Defendants and Contractor Defendants need answer only with
26 respect to cases relating to sites within the geographic area)
27 please state:

28 (a) The caption and case number;

- 1 (b) The court filing including state and county;
2 (c) The date of deposition or trial testimony;
3 (d) The name and address of plaintiff's counsel of record;
4 (e) The name and address of the court reporter.

5 RESPONSE: Flintkote has no present knowledge, information or
6 belief that there has ever been a deposition of or trial
7 testimony by a person then regularly employed by Flintkote.

8 INTERROGATORY NO. 13: For each of the following, please
9 state whether, at any time within the time frame or until such
10 time as any defendant which had been engaged in marketing raw
11 asbestos or asbestos-containing products discontinued the
12 marketing of such products, this defendant was a member or paid
13 dues for any representative of this defendant (excluding faculty
14 members of educational institutions) to be a member of the
15 following:

- 16 (a) American Conference of Governmental Industrial
17 Hygienists;
18 (b) American Industrial Hygiene Association;
19 (c) American Petroleum Institute;
20 (d) American Railroad Association;
21 (e) Asbestos Cement Producers Association;
22 (f) Asbestos Information Association (AIA) (please answer
23 through date of your answers);
24 (g) Asbestos Information Association/North America (AIA/NA)
25 (please answer through date of your answers);
26 (h) Asbestos Textile Institute (ATI);
27 (i) Industrial Hygiene Foundation and/or Industrial
28 Health Foundation (IHF);

1 (j) Industrial Mineral Insulation Manufacturers
2 Institute;
3 (k) Magnesia Insulation Manufacturers' Association;
4 (l) Magnesia Silica Insulation Manufacturers
5 Association;
6 (m) Mineral Wool Institute;
7 (n) National Insulation Manufacturers Association
8 (NIMA);
9 (o) National Safety Council;
10 (p) New York Academy of Sciences;
11 (q) Quebec Asbestos Mining Association (QAMA);
12 (r) Refractories Institute;
13 (s) Safe Building Alliance (please answer through date
14 of your answers);
15 (t) Thermal Insulation Manufacturers Association
16 (TIMA);
17 (u) U.S. Maritime Commission;
18 (v) Identify any other organizations, associations or
19 groups of manufacturers, miners, distributors, importers,
20 labelers, suppliers, and/or sellers of asbestos-containing
21 products of which this defendant was a member;
22 (w) Identify any such representative of this
23 defendant.

24 **RESPONSE:**

25 (a) - (e) No.
26 (f) Yes, 1971-1981.
27 (g) - (h) No.
28 (i) Yes, 1941-1945.

1 (j) - (n) No.

2 (o) Yes, 1930's to no later than February 1987.

3 (p) - (u) No.

4 (v) See Exhibit A for a list of the industry organizations
5 of which Flintkote was a member.

6 (w) Objection. This interrogatory is overbroad, unduly
7 burdensome and calls for information that is neither relevant nor
8 reasonably calculated to lead to the discovery of admissible
9 evidence.

10 INTERROGATORY NO. 14: For each organization, association or
11 other entity identified in YOUR Response to Interrogatory No. 13,
12 please state:

13 (a) The dates during which this defendant was a member;

14 (b) The name(s) of any publication(s) received by this
15 defendant from such association or organization;

16 (c) The name of any committee or subcommittee of which this
17 defendant was a member, and the dates of such committee or
18 subcommittee membership.

19 RESPONSE:

20 (a) See response to Interrogatory No. 13 and Exhibit A.

21 (b) The Flintkote Company maintains no central file with
22 respect to the "trade publications" it has received over the
23 years. For any "trade publication" identified by counsel for
24 plaintiff, this defendant will conduct a search of its records to
25 attempt to ascertain whether Flintkote ever subscribed.

26 (c) Objection. This interrogatory is overbroad, unduly
27 burdensome and calls for information that is neither relevant nor
28 reasonably calculated to lead to the discovery of admissible

1 evidence.

2 INTERROGATORY NO. 15: Had this defendant prior to 1973
3 received any documents containing results or conclusions of any
4 studies and/or tests conducted by Bonsib for Standard Oil of New
5 Jersey relating to asbestos exposure in the workplace or the
6 human health consequences of exposure to asbestos? If so:

7 (a) Either (1) attach all documents evidencing the
8 information sought in this Interrogatory and its subparts to your
9 answers to these Interrogatories, or (2) attach disks containing
10 such data, or (3) describe such documents with sufficient
11 particularity that they may be made the subject of a request for
12 production of documents;

13 (b) State the date upon which this defendant first received
14 such documents;

15 (c) State the identity of the custodial of such documents;

16 (d) This interrogatory does not apply to documents
17 contained in a library maintained by a defendant hospital or a
18 defendant's library providing access to the general public.

19 RESPONSE: Not to its knowledge.

20 INTERROGATORY NO. 16: Had this defendant prior to 1973
21 received a copy or any portion of any studies and/or tests
22 conducted by any insurance company, including but not limited to
23 Metropolitan Life Insurance Company and Aetna Insurance relating
24 to asbestos exposure in the workplace or the human health
25 consequences of exposure to asbestos? If so:

26 (a) Either (1) attach all documents evidencing the
27 information sought in this Interrogatory and its subparts to your
28 answers to these Interrogatories, or (2) attach disks containing

1 such data, or (3) describe such documents with sufficient
2 particularity that they may be made the subject of a request for
3 production of documents;

4 (b) State the date upon which this defendant first received
5 such documents;

6 (c) State the identity of the custodian of such documents;

7 (d) This interrogatory does not apply to documents
8 contained in a library maintained by a defendant hospital or a
9 defendant's library providing access to the general public.

10 RESPONSE: Not to its knowledge.

11 INTERROGATORY NO. 17: Had this defendant prior to 1973
12 received any documents containing results or conclusions of any
13 studies and/or tests conducted by any laboratory, including but
14 not limited to, the Saranac Laboratory relating to asbestos
15 exposure in the workplace or the human health consequences of
16 exposure to asbestos? If so:

17 (a) Either (1) attach all documents evidencing the
18 information sought in this Interrogatory and its subparts to your
19 answers to these Interrogatories, or (2) attach disks containing
20 such data, or (3) describe such documents with sufficient
21 particularity that they may be made the subject of a request for
22 production of documents;

23 (b) State the date upon which this defendant first received
24 such documents;

25 (c) State the identity of the custodian of such documents;

26 (d) This interrogatory does not apply to documents
27 contained in a library maintained by a defendant hospital or a
28 defendant's library providing access to the general public.

1 RESPONSE: Not to its knowledge.

2 INTERROGATORY NO. 18: Had this defendant (except for a
3 defendant that is an educational institution) prior to 1973 ever
4 maintained a library (or libraries) which contained books,
5 articles, periodicals, journals, and/or reference materials that
6 related to the subjects of asbestos, industrial hygiene,
7 medicine, safety and/or occupational disease. If so, state:

8 (a) The date each such library was established;

9 (b) The location of each such library;

10 (c) The identity of each librarian or other person in
11 charge of such library.

12 RESPONSE: No.

13 INTERROGATORY NO. 19: With the exception of OSHA
14 compliance, had this defendant (except for a defendant that is an
15 educational institution) prior to 1980 exchanged documents or
16 communicated with any person or other company expressly regarding
17 the results of tests and/or studies relating to asbestos exposure
18 in the workplace or the human health consequences of exposure to
19 asbestos? If so, state:

20 (a) Each person or company with whom the information was
21 exchanged or to whom it was communicated;

22 (b) The date(s) of any such exchanges or communications;

23 (c) The identity of the custodian of such documents.

24 RESPONSE: See General Objection No. 13, incorporated by
25 reference herein.

26 INTERROGATORY NO. 20: Has any employee or designee of this
27 defendant testified as a representative of this defendant before
28 the Occupational Safety and Health Administration, the National

1 Institute of Occupational Safety and Health, or any committee or
2 subcommittee of the United States Congress relating to asbestos
3 exposure in the workplace or the human health consequences of
4 exposure to asbestos? If so, please state:

5 (a) The entity before whom such testimony was given;

6 (b) The date(s) and location(s) of such testimony;

7 (c) The identity of the individual(s) who so testified;

8 (d) Whether any documents were presented to the entity
9 before which testimony was given;

10 (e) Whether copies of documents presented were retained by
11 this defendant and, if so, state the identity of the custodian of
12 such documents.

13 RESPONSE: Not to its knowledge.

14 INTERROGATORY NO. 21: Has this defendant (except for a
15 defendant that is an educational institution) conducted, or
16 caused to be conducted, tests, and/or studies of ambient asbestos
17 dust created during the manufacture, processing and/or assembling
18 for sale of asbestos-containing products? If so, state:

19 (a) Each manufacturing facility, including location and
20 address, at which any such test and/or study was conducted;

21 (b) The date of each such test and/or study;

22 (c) The individual(s) or entity conducting each such test
23 and/or study;

24 (d) Whether this defendant has any documents containing the
25 results and/or conclusions of each such study;

26 (e) The identity of the custodian of such documents.

27 RESPONSE: Objection. This interrogatory is overbroad, unduly
28 burdensome and calls for information that is neither relevant nor

1 reasonably calculated to lead to the discovery of admissible
2 evidence. Any such studies would related to the use of asbestos
3 in Flintkote's manufacturing facilities, which are not the
4 subject of this litigation. See General Objection No. 13,
5 incorporated by reference herein.

6 INTERROGATORY NO. 22: Has this defendant (except for a
7 defendant that is an educational institution) conducted, or
8 caused to be conducted, any tests and/or studies on ambient
9 asbestos dust levels at any location or job site where asbestos-
10 containing products were installed, utilized or removed? If so,
11 for the first 5 tests and/or studies, state:

12 (a) The location, including name and address, at which each
13 such test and/or study was conducted;

14 (b) The individual(s) or entity conducting each such test
15 and/or study;

16 (c) The date of each such test and/or study;

17 (d) Whether this defendant has any documents containing the
18 results and/or conclusions of each such test and/or study;

19 (e) The identity of the custodian of such documents.

20 RESPONSE: Objection. This interrogatory is uncertain,
21 overbroad, unduly burdensome, seeks information protected by the
22 attorney-client privilege and attorney work-product doctrine, and
23 calls for information that is neither relevant nor reasonably
24 calculated to lead to the discovery of admissible evidence. See
25 General Objection No. 13, incorporated by reference herein.

26 INTERROGATORY NO. 23: Did this defendant (except for a
27 defendant that is an educational institution) have any laboratory
28 or other similar type of facility anywhere in the United States

1 at which it conducted, or caused to be conducted, any tests
2 and/or studies of asbestos-containing products or raw asbestos
3 relating to the health consequences of asbestos or the dust
4 generated by any use of asbestos or asbestos- containing
5 products. If so, state:

6 (a) The location, including name and address, at which each
7 test and/or study was conducted:

8 (b) The individual(s) or entity conducting each such test
9 and/or study;

10 (c) The date of each such test and/or study;

11 (d) Whether this defendant has any documents containing the
12 results and/or conclusions of each such test and/or study;

13 (e) The identity of the custodian of such documents.

14 **RESPONSE:** Objection. This interrogatory is uncertain.

15 Without waiving any objections, Flintkote did not operate such a
16 laboratory nor did it conduct medical studies with respect to
17 asbestos.

18 **INTERROGATORY NO. 24:** Has this defendant made available to
19 its employees a medical examination program to determine the
20 absence or presence of asbestos-related disease? If so, state:

21 (a) Whether chest x-rays or pulmonary function tests were
22 part of such program(s);

23 (b) Whether participation in any such program was a
24 mandatory condition of employment or was voluntary;

25 (c) Whether this defendant has documents of such
26 program(s);

27 (d) The identity of such documents.

28 **RESPONSE:** Objection. This interrogatory is overbroad,

1 unduly burdensome and calls for information that is neither
2 relevant nor reasonably calculated to lead to the discovery of
3 admissible evidence. Flintkote employees are not the subject of
4 this litigation. See General Objection No. 13. Without waiving
5 any objections, Flintkote is informed and believes that it
6 complied with all applicable OSHA regulations since such
7 regulations became effective in the early 1970's.

8 INTERROGATORY NO. 25: Prior to 1973, did any person file a
9 Workers' Compensation claim for asbestos-related injury against
10 this defendant or against any Workers' Compensation insurance
11 carrier which provided coverage for this defendant? If so, state
12 the total number of such claims and, for the first 20 such claims
13 state:

- 14 (a) The date of such claim;
- 15 (b) The name of the claimant;
- 16 (c) The case number;
- 17 (d) The court in which the claim was filed;
- 18 (e) The identity of this defendant's custodian of documents
19 evidencing such claims.

20 RESPONSE: Objection. This interrogatory is overbroad,
21 unduly burdensome and calls for information that is neither
22 relevant nor reasonably calculated to lead to the discovery of
23 admissible evidence. Flintkote employees are not the subject of
24 this litigation. See General Objection No. 13. However, without
25 waiving any objection, Flintkote is informed and believes that
26 Delores M. Topinka may have initiated a workers' compensation
27 claim in 1972. Investigation is continuing with respect to this
28 claim.

1 INTERROGATORY NO. 26: Does this defendant have insurance
2 available to cover judgment(s) entered against it in asbestos-
3 related personal injury lawsuits? If so, state:

4 (a) The name and principal place of business of any
5 insurance carrier who has issued such policy of insurance;

6 (b) The number and effective date of each policy;

7 (c) The amount(s) of coverage of each policy;

8 (d) The applicable dates of coverage.

9 RESPONSE: Flintkote believes that its various policies of
10 insurance cover the allegations contained in plaintiff's
11 complaint. Such insurance consists of primary, excess and/or
12 umbrella insurance. The specific type of coverage with respect to
13 such policies can be determined only from the policies
14 themselves, of which there are many. See Exhibit B for insurance
15 information.

16 INTERROGATORY NO. 27: State whether you have controlled,
17 purchased, or in any way acquired any controlling interest in any
18 corporation or business entity which has mined, manufactured,
19 produced, processed, compounded, sold, supplied, distributed
20 and/or otherwise placed raw asbestos or asbestos-containing
21 products in the stream of commerce. If so, state:

22 (a) The name and address of said corporation or business-
23 entity;

24 (b) The dates you controlled, purchased or acquired any
25 interest; and

26 (c) The nature of the business as it pertains to asbestos.

27 RESPONSE: Objection. This interrogatory is overbroad, unduly
28 burdensome and calls for information that is neither relevant nor

1 reasonably calculated to lead to the discovery of admissible
2 evidence. Without waiving any objections, without waiving any
3 objections, see Exhibit C.

4 INTERROGATORY NO. 28: State whether this defendant, between
5 1930 and 1985, has ever engaged in the following activities with
6 regard to raw asbestos, and if so, state the inclusive dates of
7 such activity:

- 8 (a) Mining;
- 9 (b) Milling;
- 10 (c) Supply;
- 11 (d) Importing;
- 12 (e) Processing;
- 13 (f) Distribution;
- 14 (g) Marketing;
- 15 (h) Sale;
- 16 (i) Brokering.

17 RESPONSE:

18 (a) - (c) No.

19 (d) Yes. Flintkote imported raw asbestos fiber for the use
20 in the manufacture of certain Flintkote products from the 1940's-
21 1982.

22 (e) -(g) No.

23 (h) Flintkote did not sell raw asbestos in the ordinary
24 course of business. However, in connection with the closing of a
25 Flintkote facility in 1977, The Flintkote Company on a one-time
26 basis sold asbestos to Johns-Manville Corp.

27 (i) No.

28 INTERROGATORY NO. 29: If your answer to any of subparts of

1 Interrogatory 28 regarding raw asbestos is in the affirmative,
2 state:

3 (a) The trade, brand name, and/or generic name of such raw
4 asbestos milled or marketed in any form or quantity between 1930
5 and 1985;

6 (b) The date(s) such raw asbestos was first placed on the
7 market, including the date(s) such raw asbestos was first
8 marketed;

9 1. On an experimental basis;

10 2. On a test basis;

11 3. For sale.

12 (c) The date(s) such raw asbestos:

13 1. Ceased to be produced; or

14 2. Was recalled from the market, if ever.

15 (d) A description of the chemical composition of such raw
16 asbestos, including the type and/or grade of asbestos;

17 (e) A description of the physical appearance and nature of
18 such raw asbestos, including any color coding, distinctive
19 marking and/or logo on the packaging or container;

20 (f) A detailed description of the intended use of such raw
21 asbestos, including any temperature limits for each such use;

22 (g) Whether such raw asbestos was on the U.S. Government's
23 "Qualified Products List," and if so, the inclusive dates it was
24 on such list;

25 (h) Identify to whom such raw asbestos has, at any time,
26 been sold. As to each such, state:

27 (i) Whether any of this defendant's raw asbestos has, at
28 any time, been sold, shipped, or otherwise distributed, used or

1 installed to or at any company (including power company or
2 utility), governmental agency or entity, shipyard, distributor,
3 refinery, contractor, supplier, premise owner or occupant, ship
4 owner, or other premise or site in the geographic area and
5 whether any of this defendant's raw asbestos has at any time,
6 been sold to any manufacturer, or manufacturing facility, of
7 asbestos-containing products. If so, state:

8 1. The names of each such company, governmental
9 agency or entity, shipyard, distributor, supplier, manufacturer
10 or refinery;

11 2. The inclusive dates of each such sale, and the
12 amount (quantity) and the trade brand name of such raw asbestos
13 sold;

14 3. The manner of shipment (e.g. boat, rail, etc.)

15 4. Whether you have any records indicating any such
16 sale or shipment and, if so, the name, address and job
17 classification of each person who currently has possession of
18 such records.

19 5. Either (1) attach all documents evidencing the
20 information sought in this Interrogatory and its subparts to your
21 answers to these Interrogatories, or (2) attach disks containing
22 such data, or (3) describe such documents with sufficient
23 particularity that they may be made the subject of a request for
24 production of documents.

25 RESPONSE: The Flintkote Company has not mined, milled or
26 sold raw asbestos fiber in the normal course of business.

27 INTERROGATORY NO. 30: Between 1930 and 1985, did you ever
28 engage in any of the activities listed below with regard to

1 asbestos-containing products? If so, state the inclusive dates
2 of such activity:

- 3 (a) Supply;
- 4 (b) Importing;
- 5 (c) Distribution;
- 6 (d) Marketing;
- 7 (e) Sales;
- 8 (f) Labeling;
- 9 (g) Manufacturing;
- 10 (h) Brokering.

11 RESPONSE:

- 12 (a) Yes.
- 13 (b) No.
- 14 (c) - (g) Yes.
- 15 (h) No.

16 INTERROGATORY NO. 31: If your answer to any subpart of
17 Interrogatory No. 31 regarding "asbestos-containing products" is
18 in the affirmative, state:

19 (a) The trade, brand name, and /or generic name of each
20 such asbestos-containing product marketed in any form or quantity
21 between 1930 and 1985;

22 (b) the date(s) each such asbestos-containing product was
23 first placed on the market, including the date(s) each such
24 asbestos-containing product was first marketed;

- 25 1. On an experimental basis;
- 26 2. On a test basis; or
- 27 3. For sale.

28 (c) The date(s) each such asbestos-containing product:

1 1. Ceased to be produced; or

2 2. Was recalled from the market, if ever.

3 (d) A detailed description of the chemical composition of
4 each such asbestos-containing product, including the type and/or
5 grade of asbestos and/or asbestos fiber contained in each such
6 product and the quantitative percentage of asbestos fiber in each
7 such product, and all non-asbestos components of the asbestos-
8 containing product, and if the chemical composition changed over
9 time, the inclusive dates of each formulation;

10 (e) A description of the physical appearance and nature of
11 each such asbestos-containing product, including any color
12 coding, distinctive marking and/or logo, either on the product or
13 on the packaging;

14 (f) A detailed description of the intended use of each such
15 asbestos-containing product, including any temperature limits for
16 each such use;

17 (g) Whether any such asbestos-containing product was on the
18 U.S. Government's "Qualified Product List," and if so, the
19 inclusive dates it was on such list;

20 (h) The name and address of the supplier of the raw
21 asbestos used in each such product and the time period of such
22 supply;

23 (i) Whether any of this defendant's raw asbestos or
24 asbestos-containing products have, at any time, been sold,
25 shipped, or otherwise distributed to any company (including power
26 company or utility), governmental agency or entity, shipyard,
27 distributor, refinery, contractor, supplier, manufacturer,
28 premise owner or occupant, ship owner, or other premise or site

1 in the geographic area. If so, state:

2 1. The names of each such company, governmental agency
3 or entity, shipyard, distributor, supplier, manufacturer,
4 refinery, contractor, premises owner or occupant, ship owner,
5 premise or site;

6 2. The inclusive dates of each such sale, shipment,
7 distribution, use or installation and the amount (volume) and the
8 trade or brand name of each such asbestos-containing product
9 sold;

10 3. Whether you have any records indicating any such
11 sale, shipment, distribution, use or installation and, if so, the
12 name, address and job classification of each person who currently
13 has possession of such records.

14 (j) Either (1) attach all documents evidencing the
15 information sought in this Interrogatory and its subparts to your
16 answers to these Interrogatories, or (2) attach disks containing
17 such data, or (3) describe such documents with sufficient
18 particularity that they may be made the subject of a request for
19 production of documents.

20 **RESPONSE:**

21 (a) - (h) Objection. This interrogatory is overbroad,
22 unduly burdensome and calls for information that is neither
23 relevant nor reasonably calculated to lead to the discovery of
24 admissible evidence. Without waiving any objections, See Exhibit
25 D.

26 Exhibit D includes information regarding the period of
27 manufacture, sale, and/or distribution of each product, the
28 asbestos content, and a description of the uses of the products.

1 With the exception of asbestos-cement pipe, which was not sold in
2 California or contiguous states, all of Flintkote's asbestos-
3 containing products contained chrysotile fiber. For any specific
4 Flintkote asbestos-containing product(s) to which any plaintiff
5 contends he was exposed, Flintkote will endeavor to provide the
6 information requested for that product, upon notice from counsel
7 for plaintiff.

8 (i) Objection. This subpart is overbroad, unduly burdensome
9 and calls for information that is neither relevant nor reasonably
10 calculated to lead to the discovery of admissible evidence.
11 Without waiving any objections, Flintkote states that its sales
12 records are not segregated by geographic region. For any
13 particular agency, entity(ies), distributor, contractor,
14 supplier, manufacturer, ship owner, refinery identified by
15 plaintiff as having supplied Flintkote's asbestos-containing
16 products to a specific job site in the 46 counties of Northern
17 California, Flintkote will search its records to determine what,
18 if any, asbestos-containing products were supplied to said
19 entity(ies), upon notice from counsel for plaintiff.

20 Further, pursuant to its record retention policy, Flintkote
21 generally maintains sales information for the years subsequent to
22 1970. Certain sales records have been located that pre-date 1971.
23 Some of these records may relate to sales of asbestos-containing
24 products to certain Flintkote customers. The available pre-1971
25 records do not reflect sales of asbestos-containing products to
26 of any of the military facilities in the State of California
27 specifically identified in the definition of "geographic area". A
28 review of records for the years subsequent to 1970 did not

1 indicate the sale of asbestos-containing products to any of the
2 military facilities with the exception of Long Beach Naval
3 Shipyard. Flintkote sold \$157.05 of Static-Asphalt Fibrated and
4 \$166.40 of an asphalt cutback to Long Beach Naval Shipyard in
5 1979.

6 (j) Copies of responsive material are attached.

7 INTERROGATORY NO. 32: (Premises Defendants only) Did
8 you install, remove, or handle or contract to have others
9 install, remove, or handle raw asbestos or asbestos-containing
10 products at any premises in the geographic area which premises is
11 at issue as to you in San Francisco Superior Court asbestos
12 litigation as of the date of your answers to these
13 interrogatories? If so:

14 (a) Identify the premises.

15 (b) For each of the premises:

16 1. State the nature of your ownership or possessory
17 interest;

18 2. State the inclusive date of that interest;

19 3. Identify the party from whom that interest was
20 acquired;

21 4. Identify the party, if any, to whom that interest
22 was transferred.

23 (c) Identify every contract to which you were a party or of
24 which you have knowledge wherein the performance of such contract
25 involved the installation, removal, disturbing or handling of any
26 raw asbestos or asbestos-containing products at your premises.

27 For each such contract:

28 1. Identify the parties to the contract;

1 2. Provide a general description and specific
2 location of the work to be performed by each party to the
3 contract;

4 3. Identify and describe the nature of the raw
5 asbestos or asbestos-containing products installed, removed,
6 disturbed or handled in the performance of the contract;

7 4. State the dates of the contract and the dates of
8 performance;

9 (d) Except as provided in response to subpart (c), has any
10 work other than routine maintenance been done on or to the
11 premises that involved the installation, removal, disturbing or
12 handling of raw asbestos or asbestos-containing products? If so,
13 for each such instance:

14 1. State the inclusive dates of the work;

15 2. Provide a general description and specific location
16 of the work;

17 3. State whether the work was done by you and/or your
18 employees;

19 4. Identify and describe the nature of the raw
20 asbestos or asbestos-containing products installed, removed,
21 handled or disturbed;

22 5. Identify from whom the raw asbestos or asbestos-
23 containing products were acquired.

24 (e) Has any asbestos abatement effort been made at the
25 premises? If so, for each such effort:

26 1. Identify who did the work;

27 2. State the inclusive dates thereof;

28 3. State whether samples were taken, and, if the

1 samples still exist, identify the custodian of the samples;

2 4. State whether any material was tested, and, if so,
3 what were the results of each test;

4 5. Identify each test result with sufficient
5 particularity for purposes of a request for production of
6 documents, or, in the alternative, attach a copy to your answers
7 to these interrogatories.

8 (f) Except for insurance coverage litigation, have you
9 filed suit against, or otherwise sought to recover from, any
10 person or entity for some or all of the cost of asbestos
11 abatement or for the property damage allegedly caused by the
12 presence of raw asbestos or asbestos-containing products on the
13 premises identified in response to subpart (a) above? If so:

14 1. Identify the person or entity against whom you have
15 filed suit or otherwise sought to recover;

16 2. If you have filed suit, state the court in which the
17 action was filed, the date on which it was filed, identify all
18 Plaintiffs and Defendants and their counsel of record;

19 3. State whether or not the case has been resolved,
20 and, if so, what was the status or disposition.

21 (g) Either (1) attach all documents evidencing the
22 information sought in this Interrogatory and its subparts to your
23 answers to these Interrogatories, or (2) attach disks containing
24 such data, or (3) describe such documents with sufficient
25 particularity that they may be made the subject of a request for
26 production of documents.

27 (h) Identify the person(s) presently most knowledgeable
28 about the information sought in this interrogatory or its

1 subparts.

2 RESPONSE: Not applicable.

3 INTERROGATORY NO. 33: (Contractor Defendants only) At any
4 time between 1930 and 1985, did you hold a contractor's license
5 in the State of California? If so:

6 (a) Identify each license by type, date and number.

7 (b) If on the date of your answers you are a defendant in
8 four or more asbestos actions in San Francisco Superior Court,
9 identify each job or contract that you performed (directly or
10 through one or more subcontractors) during this time period for
11 work in any premises which is at issue as to you on such date,
12 and in any premises of 50,000 square feet or more in the
13 geographic area which job or contract involved installation,
14 removal, disturbing or handling raw asbestos or asbestos-
15 containing products. (Alternatively, at your option, you may
16 identify each job or contract you performed (directly or through
17 one or more subcontractors) during this time frame for all work,
18 or for all work on premises of 50,000 square feet or more, in the
19 geographic area.) As to each such job or contract:

20 1. Identify the location (including name of ship, if
21 applicable) where the job or work was performed;

22 2. State the date of the contract or the inclusive
23 dates of the work;

24 3. Identify the person or entity with whom you
25 contracted;

26 4. State your job or contract number.

27 (c) If on the date of your answers you are not a defendant
28 in four or more asbestos actions in San Francisco Superior Court,

1 identify each job or contract that YOU performed (directly or
2 through one or more subcontractors) during this time period for
3 work in any premises which is at issue as to you on such date.

4 As to each such job or contract:

5 1. Identify the location (including name of ship, if
6 applicable) where the job or work was performed;

7 2. State the date of the contract or the inclusive
8 dates of the work;

9 3. Identify the person or entity with whom you
10 contracted;

11 4. State your job or contract number.

12 RESPONSE: Not applicable.

13 INTERROGATORY NO. 34: Did any of the distributors
14 identified in your Answer to Interrogatory Nos. 29 and 31 above
15 have an exclusive distributorship? If so, state the relevant
16 time period.

17 RESPONSE: Objection. See response to Interrogatory No. 31,
18 subpart (i), incorporated by reference herein. Without waiving
19 any objections, Flintkote states that to the best of its
20 knowledge, Flintkote did not enter into any exclusive
21 distributorship agreements.

22 INTERROGATORY NO. 35: If this defendant entered into any
23 agreements for the rebranding of any asbestos-containing products
24 by this defendant for resale or distribution by another person or
25 entity, describe each agreement's terms and the parties to said
26 agreement, the duration of the agreement, and name of each
27 product(s) and/or material(s) covered by each such agreement.

28 RESPONSE: Objection. This interrogatory is overbroad, unduly

1 burdensome and calls for information that is neither relevant nor
2 reasonably calculated to lead to the discovery of admissible
3 evidence. Without waiving any objections, see Exhibit E.

4 INTERROGATORY NO. 36: If this defendant entered into any
5 agreements for the rebranding of asbestos-containing products
6 manufactured, sold, supplied or distributed by another person or
7 entity for resale or distribution by you, describe each of the
8 agreements and the parties to said agreement, the terms, the
9 duration, and the names of each product(s) and/or material(s)
10 covered by each such agreement.

11 RESPONSE: Objection. This interrogatory is overbroad,
12 unduly burdensome and calls for information that is neither
13 relevant nor reasonably calculated to lead to the discovery of
14 admissible evidence. Without waiving any objections, see Exhibit
15 F.

16 INTERROGATORY NO. 37: As to raw asbestos and to each such
17 asbestos-containing product listed in your responses to
18 Interrogatories No. 29 and 31 did defendant warn of the health
19 hazards of asbestos? If so, state for each such warning:

20 (a) The content, size, color, and location; whether the
21 warning appeared on the material and/or on the container, and/or
22 was placed on a tag; whether the warning was included in
23 contracts; whether the warning was included in advertising or
24 other promotional materials.

25 (b) State whether you have any photographs thereof;

26 (c) The inclusive dates on which you used each such
27 warning;

28 (d) State all changes you made in such warnings and the

1 dates of such changes; and

2 (e) Identify the person most knowledgeable about your
3 warnings and warning policy.

4 RESPONSE: Objection. This interrogatory is overbroad, unduly
5 burdensome and calls for information that is neither relevant nor
6 reasonably calculated to lead to the discovery of admissible
7 evidence. Flintkote further states that the asbestos contained
8 in its asbestos-containing products is encapsulated or "bound
9 into" the products and therefore cannot be the proximate cause of
10 any health hazard. Without waiving any objections:

11 (a) - (c) See Exhibits G and H for warnings related to
12 asbestos. To the best of its knowledge, the warning contained in
13 Exhibit H was inserted into cartons of floor tile beginning in
14 1977.

15 (d) None to its knowledge.

16 (e) See the response to interrogatory 10.

17 INTERROGATORY NO. 38: With respect to each of your
18 asbestos-containing products, state whether this defendant's
19 name, a trademark, logos, color coding, or other identifying
20 markings ever appeared on the actual product itself. If so,
21 identify each such product, state when the practice to place such
22 identifying markings upon the product was begun and when it
23 ended, if applicable, and describe in detail the pertinent
24 marking(s) and the purpose, if any, of such markings.

25 RESPONSE: The Flintkote trademark was pressed into its
26 Orangeburg Pipe from 1959 to 1972. To the best of its knowledge,
27 this product was not distributed in California or its contiguous
28 states.

1 INTERROGATORY NO. 39: Between the years 1930 to 1985, did
2 This defendant purchase or otherwise acquire any asbestos-
3 containing product lines from another person or entity? If so,
4 state for each such purchase:

5 (a) Date of purchase or acquisition;

6 (b) Terms of purchase or acquisition agreement;

7 (c) Either (1) attach all documents evidencing said
8 acquisition, or (2) attach disks containing such data, or
9 (3) describe such documents with sufficient particularity that
10 they may be made the subject of a request for production of
11 documents.

12 (d) Trade, brand, and/or generic name of each such product
13 line so acquired;

14 (e) Name of the person or entity from whom you purchased or
15 acquired each such asbestos-containing product line; and

16 (f) Location of any manufacturing facilities so acquired,
17 and the type of asbestos-containing PRODUCTS manufactured
18 therein.

19 RESPONSE: Not to its knowledge except as indicated in
20 response to Interrogatory No. 27.

21 INTERROGATORY NO. 40: Between the years 1930 to 1985, did
22 this defendant sell any asbestos-containing product line to
23 another person or entity? If so, state for each such sale:

24 (a) Date of sale;

25 (b) Terms of sales agreement;

26 (c) Either (1) attach all documents evidencing said sale,
27 or (2) attach disks containing such data, or (3) describe such
28 documents with sufficient particularity that they may be made the

1 subject of a request for production of documents.

2 (d) Trade, brand, and/or generic name of each such product line
3 sold;

4 (e) Name of person or entity to whom you sold each such
5 asbestos-containing products line; and

6 (f) Location of any manufacturing facilities so sold, and
7 the type of asbestos-containing products manufactured therein.

8 RESPONSE: Not to its knowledge.

9 INTERROGATORY NO. 41: Identify all brochures, pamphlets,
10 catalogs or other advertising relating to asbestos-containing
11 products and/or raw asbestos which this defendant manufactured,
12 sold, distributed or supplied from the year 1930 to 1985. For
13 each such document, state:

14 (a) A description of the document;

15 (b) The year it was printed;

16 (c) The period of time in which it was used;

17 (d) The purpose of such document;

18 (e) Whether the documents or copies of said documents
19 presently exist;

20 (f) If said documents or copies still exist, where they are
21 located; and

22 (g) The identity of the custodian of such documents.

23 RESPONSE: Objection. This interrogatory is over broad,
24 unduly burdensome and calls for information that is neither
25 relevant nor reasonably calculated to lead to the discovery of
26 admissible evidence. Without waiving any objections, Flintkote
27 states that for any specific Flintkote asbestos-containing
28 product(s) to which any plaintiff contends he was exposed,

1 Flintkote will endeavor to provide the requested advertising
2 materials, upon notice from counsel for plaintiff.

3 INTERROGATORY NO. 42: State if you have or had within your
4 corporate or other business structure any contract units.

5 RESPONSE: No.

6 INTERROGATORY NO. 43: State whether or not any of your
7 contract units installed and/or removed raw asbestos and/or
8 asbestos-containing products in the geographic area at any time
9 between 1930 and 1985. If so:

10 (a) State the business addresses and name of the contract
11 unit;

12 (b) State the inclusive periods of time the contract units
13 were working in the geographic area;

14 (c) State the name and address of each job site within the
15 geographic area and the dates the contract unit worked at those
16 job sites, and, identify the raw asbestos and/or asbestos-
17 containing products installed or removed on each occasion;

18 (d) Either (1) attach all documents evidencing the
19 information sought in this Interrogatory and its subparts to your
20 answers to these Interrogatories, or (2) attach disks containing
21 such data, or (3) describe such documents with sufficient
22 particularity that they may be made the subject of a request for
23 production of documents.

24 RESPONSE: Not applicable.

25 INTERROGATORY NO. 44: When do you contend that this
26 defendant first became aware that there is an association between
27 asbestos exposure and disease in human beings?

28 RESPONSE: Objection. This interrogatory is vague and seeks

1 expert opinion in specialized areas where Flintkote claims no
2 expertise. Flintkote also objects to this interrogatory because
3 it reduces a very complex issue to oversimplified terms. Further,
4 this interrogatory as worded fails to consider several critical
5 variables which may be factors in the development of asbestos-
6 related disease. This interrogatory also is objectionable to the
7 extent it seeks information concerning exposure to raw asbestos
8 in manufacturing settings, as opposed to the end-user scenario as
9 is at issue in this case.

10 Without waiving any objections, Flintkote states that
11 whatever information it has obtained over the years relating to
12 asbestos-related disease has dealt almost exclusively with
13 different fiber types or sizes than that used by Flintkote.
14 Further, the information dealt with heavy, long-term occupational
15 exposures at levels thousands of times greater than those
16 conceivably attributable to Flintkote's asbestos-containing
17 products.

18 The Flintkote Company is unable to provide any particular
19 date when it first learned of the allegations that asbestos is
20 hazardous to health. It is the position of The Flintkote company
21 that generally, the asbestos contained in its products is
22 encapsulated; therefore, respirable asbestos fibers are not
23 released from those products into the ambient air. Further, it is
24 the position of The Flintkote Company that its asbestos-
25 containing products are not the proximate cause of any health
26 problems.

27 INTERROGATORY NO. 45: How do you contend that this
28 defendant first became aware that there is an association between

1 asbestos exposure and disease in human beings.

2 RESPONSE: Objection. See response to Interrogatory No. 44.

3 INTERROGATORY NO. 46: Either (1) attach all documents
4 evidencing the information upon which your contentions in your
5 answers to Interrogatories No. 44 and No. 45 are based, or
6 (2) attach disks containing such data or (3) describe such
7 documents with sufficient particularity that they may be made the
8 subject of a request for production of documents.

9 RESPONSE: See the response to interrogatory 44.

10 INTERROGATORY NO. 47: When did this defendant first warn
11 its employees that exposure to asbestos could be hazardous to
12 human health? State:

13 (a) Whether the first such warning was written or oral;

14 (b) Whether copies of documents containing such warning
15 exist;

16 (c) The identity of the custodian of such documents;

17 (d) The content of the warning.

18 RESPONSE: Objection. This interrogatory is over broad,
19 unduly burdensome and calls for information that is neither
20 relevant nor reasonably calculated to lead to the discovery of
21 admissible evidence. Flintkote employees are not the subject of
22 this litigation.

23 INTERROGATORY NO. 48: Did this defendant ever issue a
24 written company policy discontinuing warning its employees that
25 exposure to asbestos could be hazardous to human health? If so,

26 (a) Provide the date;

27 (b) Describe the circumstances; and

28 (c) Either (1) attach all documents evidencing the

1 information sought in this Interrogatory and its subparts to your
2 answers to these Interrogatories, or (2) attach disks containing
3 such data, or (3) describe such documents with sufficient
4 particularity that they may be made the subject of a request for
5 production of documents.

6 RESPONSE: Objection. This interrogatory is over broad,
7 unduly burdensome and calls for information that is neither
8 relevant nor reasonably calculated to lead to the discovery of
9 admissible evidence. Flintkote employees are not the subject of
10 this litigation.

11 INTERROGATORY NO. 49: Did this defendant provide any
12 Independent Contractor or Subcontractor within the geographic
13 area with a written warning that exposure to asbestos could be
14 hazardous to human health.

15 RESPONSE: See Exhibits G and H for warnings relating to
16 asbestos. Also see Exhibit I for recommended work procedures with
17 respect to floor tile.

18 INTERROGATORY NO. 50: Has this defendant been cited for or
19 otherwise charged by a public agency with a violation in the
20 geographic area of any statute, ordinance, safety order,
21 regulation, or law pertaining to asbestos exposure? For each
22 occasion, identify:

23 (a) The code section, safety order, statute, or regulation
24 for which this defendant had been cited or otherwise charged;

25 (b) The date(s) thereof.

26 (c) The agency or other governmental unit which issued the
27 citation or otherwise charged you.

28 (d) All persons known to you with information relevant to

1 the incident.

2 (e) What was the ultimate resolution.

3 RESPONSE: Not to its knowledge.

4 INTERROGATORY NO. 51: If this defendant has ever owned or
5 operated a railroad, state:

6 (a) The identity of each such railroad, including the
7 name(s) of such railroad during the time period of your ownership
8 and/or operation, the principal place of business of such
9 railroad and the dates of your ownership and/or operation;

10 (b) The geographic area of operation of such railroad;

11 (c) The name(s) of such railroad prior to your ownership
12 and/or operation;

13 (d) The identity of the person or entity from whom you
14 purchased your ownership or operating interest, and the date of
15 such purchase;

16 (e) The identity of the person or entity to whom you sold
17 your ownership or operating interest, and the date of such sale;

18 (f) Whether copies of documents evidencing your
19 ownership/operation

20 and/or sale exist;

21 (g) The identity of the Custodian of such documents;

22 (h) To the extent that information has not been given in answers
23 to Interrogatory Nos. 32 and 33, the information requested in
24 Interrogatory Nos. 32 and 33, for each railroad owned or operated
25 by you.

26 RESPONSE: Not applicable.

27 INTERROGATORY NO. 52: If defendant has ever owned or
28 operated a shipyard, state:

1 (a) The identity of each such shipyard, including the
2 name(s) of such shipyard during the time period of your ownership
3 and/or operation, the place of business of such shipyard and the
4 dates of your ownership and/or operation;

5 (b) The name(s) of such shipyard prior to your ownership
6 and/or operation;

7 (c) The identity of the person or entity to whom you sold
8 your ownership or operating interest, and the date of such sale;

9 (d) Whether copies of documents evidencing your
10 ownership/operation and/or sale exist;

11 (e) Whether any representative of this defendant attended
12 the Maritime Commission Conference in December 1942 in Chicago,
13 Illinois? If so, identify any such representative of this
14 defendant;

15 (f) The identity of the Custodian of such documents;

16 (g) To the extent that information has not been given in
17 answers to Interrogatory No. 32, the information requested in
18 Interrogatory No. 32, for each shipyard owned or operated by you.

19 RESPONSE: Not applicable.

20 INTERROGATORY NO. 53: At any time between 1930 and 1985,
21 did you import, export, ship, transship or otherwise transport
22 raw asbestos or asbestos-containing products into, out of or
23 through any port in the geographic area? If so, for each
24 occasion:

25 (a) Identify and describe the nature and amount of raw
26 asbestos and/or asbestos-containing products;

27 (b) Identify the ship or ships (including the owners and
28 operators thereof) onto or from which the raw asbestos and/or

1 asbestos-containing products were loaded, unloaded or
2 transshipped.

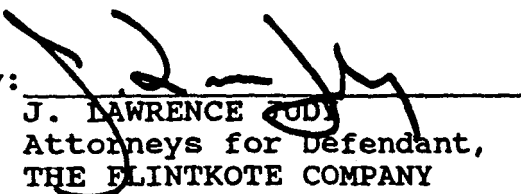
3 (c) State the dates, port and pier involved for each
4 occasion;

5 (d) Either (1) attach all documents evidencing the
6 information sought in this Interrogatory and its subparts to your
7 answers to these Interrogatories, or (2) attach disks containing
8 such data, or (3) describe such documents with sufficient
9 particularity that they may be made the subject of a request for
10 production of documents.

11 RESPONSE: Objection. This interrogatory is vague, overbroad,
12 unduly burdensome and calls for information that is neither
13 relevant nor reasonably calculated to lead to the discovery of
14 admissible evidence. Without waiving any objections, not to its
15 knowledge.

16 Dated: July 10, 1997

17
18 FREEBURG, JUDY & NETTELS

19
20 By: 

J. LAWRENCE JUDY
Attorneys for Defendant,
THE FLINTKOTE COMPANY

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VERIFICATION TO FOLLOW

INDUSTRY ORGANIZATIONS OF WHICH THE FLINTKOTE
COMPANY WAS A MEMBER

Asbestos Information Association: 1971-1981

Asbestos Cement Pipe Producers Association: 1973-1976

National Mineral Wool Association: approx. 1950-1965

Air Hygiene Foundation: 1937-1941

Industrial Hygiene Foundation of America: 1941-1945

Asbestos Cement Products Association: (ACPA) 1940-1968

American Society of Testing Materials (ASTM):
1940 to no later than February, 1987

American National Standards Institute: 1950-1974

The Gypsum Association: 1957 to approx. October, 1981

National Safety Counsel: 1930's to no later than
February, 1987

Asphalt Tile Institute: 1945-1956

Asphalt and Vinyl Asbestos Tile Institute: 1957-1972

Resilient Tile Institute: 1973-1975

Resilient Floor Covering Institute: 1976-1980

EXHIBIT

A

ALL STATES INTERNATIONAL

In re: San Francisco General
Order Interrogatories 7/97

Analysis of Adversely-Related Bodily Injury-Product Liability Coverage

Policy Year	Products Coverage B.I.	Each Person	Bodily Injury Limits Each Happening	Aggregate Products	Excess or Umbrella	Company	Policy No.
1. 12/1/24-1/1/28 a. Manufacturers Public	Excluded	100,000	750,000	Excluded	None	Am. Mutual	MP 4430-B
2. 1/1/28-1/1/42 No record of coverage later from American Mutual dtd. 12/13/39 indicates that products were covered under Manufacturers' Public Liability Policy							
3. 1/1/42-1/1/43 a. Manufacturers Liability	Yes	100,000	750,000	No. Agg. B.I.	None	Am. Mutual	ML 3166-B
b. Comprehensive Gen. Liab.	Excluded	100,000	750,000	Excluded	-	Am. Mutual	OCIL 1236-B
4. 1/1/43-1/1/44 a. Manufacturers Liability	Yes	100,000	750,000	No. Agg. B.I.	None	Am. Mutual	ML 3736-B
b. Comprehensive Gen. Liab.	Excluded	100,000	750,000	Excluded	-	Am. Mutual	OCIL 1635-B
5. 1/1/44-1/1/45 a. Liability Policy	Yes	100,000	2,500,000	2,500,000	None	Am. Mutual	LP 1326-B
b. Comprehensive Gen. Liab.	Excluded	100,000	2,500,000	Excluded	-	Am. Mutual	OCIL 2194-B
6. 1/1/45-1/1/46 a. Liability Policy	Yes	100,000	2,500,000	2,500,000	None	Am. Mutual	LP 1397-B
b. Comprehensive Gen. Liab.	Excluded	100,000	2,500,000	Excluded	-	Am. Mutual	OCIL 2331-B
7. 1/1/46-1/1/47 a. Liability Policy (1/1/46-1/1/49)	Yes	100,000	2,500,000	2,500,000	None	Am. Mutual	LP 1625-B
b. Comprehensive Gen. Liab.	Excluded	100,000	2,500,000	Excluded	-	Am. Mutual	(X)IL 3204-B
8. 1/1/47-1/1/48 (6 Mon.) a. Liability Policy (1/1/46-1/1/49)	Yes	100,000	1,250,000	1,250,000	None	Am. Mutual	LP 1625-B
b. Comprehensive Gen. Liab. (1/1/47-1/1/49)	Excluded	100,000	1,250,000	Excluded	None	Am. Mutual	OCIL 3796-B

EXHIBIT

B

ALL-STATE INTERNATIONAL

Products Liability Coverage
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Policy Year	Products Coverage	Each Person	Each Occurrence	Aggregate Products	Excess or Umbrella	Company	Policy No.
9. 20/92-20/98 (6 Mos.)							
a. Liability Policy (7/1/92-7/1/92)	Yes	100,000	1,250,000	1,250,000	None	Am. Mutual	LP 2598-B
b. Comprehensive Gen. Liab.	Yes	100,000	1,250,000	1,250,000	-	Am. Mutual	CGL 5822-B
10. 20/98-20/99							
a. Liability Policy (7/1/97-7/1/92)	Yes (200,000 eff. 6/20/99)	100,000	2,500,000	2,500,000	None	Am. Mutual	LP 2598-B
b. Comprehensive Gen. Liab.	Yes	200,000	2,500,000	2,500,000	-	Am. Mutual	CGL 7181-B
11. 20/98-20/99							
a. Liability Policy (7/1/97-7/1/92)	Yes	200,000	2,500,000	2,500,000	None	Am. Mutual	LP 2598-B
b. Comprehensive Gen. Liab.	Yes	200,000	2,500,000	2,500,000	-	Am. Mutual	CGL 9104-B
12. 20/99-20/01							
a. Liability Policy (7/1/97-7/1/92)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 2598-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CGL 10965-B
13. 20/01-20/02							
a. Liability Policy (7/1/97-7/1/92)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 2598-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CGL 13458-B
c. Excess Liability (4/26/91-4/26/94)	Yes	-	-	-	1,000,000	Em. Mut. WI	864-24185BR
14. 20/02-20/03							
a. Liability Policy (7/1/92-1/1/96)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 5070-B
b. Liability Policy (7/1/97-7/1/92)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 2598-B
c. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CGL 13632-B
d. Excess Liability (4/26/91-4/26/94)	Yes	-	-	-	1,000,000	Em. Mut. WI	864-24185BR

Product Liability Coverage
(continued)

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Policy Year	Products Coverage	Each Occurrence	Each Happening	Aggregate Products	Excess or Umbrella	Company	Policy No.
15. <u>10/23-12/24</u>							
a. Liability Policy (7/1/52-1/1/56)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 5070-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CGL 18760-B
c. Excess Liability (4/26/51-4/26/54)	Yes			(Increased to 2,000,000 Effective 1/27/53)	1,000,000	Em. Mut. WI	564-24165BR
16. <u>10/25-12/25</u>							
a. Liability Policy (7/1/52-1/1/56)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 5070-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	(X)IL 21424-B
c. Excess Liability (4/26/51-4/26/54)	Yes				2,000,000	Em. Mut. WI	564-24165BR
d. Excess Liability (4/26/54-4/26/55)	Yes				2,000,000	Em. Mut. WI	535 36303BR
e. (12/31/55-12/31/56)						Fidelity VP/	XP 201812
17. <u>10/25-12/26</u>							
a. Liability Policy (7/1/52-1/1/56)	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 5070-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CGL 22722-B
c. Excess Liability (4/26/54-4/26/55)	Yes				2,000,000	Em. Mut. WI	535 36303BR
d. Excess Liability (4/26/55-4/26/56)	Yes				2,000,000	Em. Mut. WI	436 36303BR
e. Excess Liability 2nd Layer (3/23/55-4/26/56)	Yes				2,000,000	Continental	RD 9900265
f. (12/31/55-12/31/56)						Fidelity VP/	XP 201812
g. (12/1/56-12/1/57)						Amica C & S K/	

VP/ Issued to Van For her Corp., PL subord W/27/56
K/ Issued to Kuenow Portland Cement, Kuenow Turning

<u>Policy Year</u>		<u>Products Coverage</u> <u>B.L.</u>	<u>Each Person</u>
18.	<u>1/1/50-1/1/52</u>		
	a. Liability Policy (7/1/52-1/1/58)	Yes	200,000
	b. Comprehensive Gen. Liab.	Yes	200,000
	c. Excess Liability (4/28/55-4/28/58)	Yes	
	d. Excess Liability 2nd Layer (3/23/55-4/28/64)	Yes	
	e. Excess Liability 3rd Layer (9/8/58-9/8/59)	Yes	
	f. (12/1/56-12/1/57)		
	g. (5/7/56-5/7/59) (cancelled 9/8/58)		
19.	<u>1/1/52-1/1/58</u>		
	a. Liability Policy (7/1/52-1/1/58)	Yes	200,000
	b. Comprehensive Gen. Liab.	Yes	200,000
	c. Excess Liability (4/28/55-4/28/58)	Yes	
	d. Excess Liability 2nd Layer (3/23/55-4/28/64)	Yes	
	e. Excess Liability 3rd Layer (9/8/58-9/8/59)	Yes	
20	<u>1/1/58-12/31/58</u>		
	a. Liability Policy (1/1/58-1/1/59)	Yes	200,000
	b. Comprehensive Gen. Liab.	Yes	200,000
	c. Umbrella Liability (8/17/57-4/28/58)	Yes	
	d. Excess Liability (4/28/55-4/28/58)	Yes	
	e. Umbrella Liability (4/28/58-4/28/61)	Yes	
	f. Excess Liability 2nd Layer (3/23/55-4/28/64)	Yes	
	g. Excess Liability 3rd Layer (9/8/58-9/8/59)	Yes	

Products Liability Coverage
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<u>Bodily Injury Limits</u>		<u>Excess or Umbrella</u>	<u>Company</u>	<u>Policy No.</u>
<u>Each Happening</u>	<u>Aggregate Products</u>			
1,500,000	1,500,000	-	Am. Mutual	LP 5070-B
1,500,000	1,500,000	-	Am. Mutual	CGL 20000-B
		2,000,000	Em. Mut. WI	538 38303BR
		2,000,000	Continental	RD 9900265
		2,000,000	Em. Liab. AS	EXCL 1007
			Aetna C & S E/	34LC 3029 RR
		2,000,000	INA	XCP 1124
1,500,000	1,500,000	-	Am. Mutual	LP 5070-B
1,500,000	1,500,000	-	Am. Mutual	CGL-Unknown
		2,000,000	Em. Mut. WI	538-38303BR
		2,000,000	Continental	RD 9900265
		2,000,000	Em. Liab. AS	EXCL 1007
1,500,000	1,500,000	-	Am. Mutual	LP 8516-B
1,500,000	1,500,000	-	Am. Mutual	CGL 38383-B
		2,000,000	Em. Mut. WI	0538 03 038303
		2,000,000	Em. Mut. WI	538 38303BR
		2,000,000	Em. Mut. WI	0531 03 038303
		2,000,000	Continental	RD 9900265
		2,000,000	Em. Liab. AS	EXCL 1007

Products Liability Coverage
(continued)

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Policy Year	Products Coverage	Each Occurrence	Each Policy Limit	Aggregate Limit	Excess or Umbrella	Company	Policy No.
21. 12/1/85-12/31/88							
a. Liability Policy	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 8518-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CCL 30698-B
c. Umbrella Liability (4/26/88-4/26/91)	Yes				2,000,000	Em. Mut. WI	0531 03 036303
d. Excess Liability 2nd Layer (3/23/85-4/26/91)	Yes				2,000,000	Continental	RD 9900285
e. Excess Liability 3rd Layer (8/6/88-8/6/89)	Yes				2,000,000	Em. Liab. AS	EXCL 1007
f. Excess Liability 3rd Layer (8/6/88-8/6/89)	Yes				2,000,000	Em. Liab. AS	EXCL 1219
22. 12/1/89-12/31/90							
a. Liability Policy	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 8547-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CCL 38644-B
c. Umbrella Liability (4/26/88-4/26/91)	Yes				2,000,000	Em. Mut. WI	0531 03 036303
d. Excess Liability 2nd Layer (3/23/85-4/26/91)	Yes				2,000,000	Continental	RD 9900285
e. Excess Liability 3rd Layer (8/6/88-8/6/89)	Yes				2,000,000	Em. Liab. AS	EXCL 1219
f. (1/1/89-1/1/90)						Lloyd's LNY	LC 44659
g. (1/1/89-1/1/90)						Lloyd's ECU	LC 44660

Products Liability Coverage
(continued)

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Policy Year	Products Coverage	Each Person	Each Occurrence	Aggregate Products	Excess or Umbrella	Company	Policy No.
23. 12/21/84-12/21/81							
a. Liability Policy	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 8530-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CCL 45641-B
c. Umbrella Liability (4/26/80-4/26/81)	Yes				2,000,000	Em. Mut. WI	0631 03 036303
d. Umbrella Liability (4/26/81-4/26/84)	Yes				2,000,000	Em. Mut. WI	0634 05 036303
e. Excess Liability 2nd Layer (3/23/80-4/26/84)	Yes				2,000,000	Continental	RD 9900265
f. Excess Liability 3rd Layer (6/6/80-6/6/85)	Yes				2,000,000	Em. Liab. AS	KXCL 1219
g. (1/1/80-1/1/81)						Lloyd's LK	LC 44659
h. (1/1/80-1/1/81)						Lloyd's CC	LC 44660
24. 12/21/81-12/21/82							
a. Liability Policy	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 8560-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CCL 51600-B
c. Umbrella Liability (4/26/81-4/26/84)	Yes				2,000,000	Em. Mut. WI	0634 05 036303
d. Excess Liability 2nd Layer (3/23/81-4/26/84)	Yes				2,000,000	Continental	RD 9900265
e. Excess Liability 3rd Layer (6/6/80-6/6/82)	Yes				2,000,000	Em. Liab. AS	EXCL 1219
f. Excess Liability 3rd Layer (6/6/82-12/31/87)	Yes				2,000,000	Em. Liab. AS	B16 8062 001
g. (1/1/81-1/1/82)						Lloyd's CC	LC 44659
h. (1/1/81-1/1/82)						Lloyd's CC	LC 44660

Products Liability Coverage
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Policy Year	Products Coverage R.L.	Each Person	Each Household	Aggregate Products	Excess or Umbrella	Company	Policy No.
25. 12/31/82-12/31/83							
a. Liability Policy	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 988200053-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CCL 56400-B
c. Umbrella Liability (4/26/81-4/26/84)	Yes				2,000,000	Em. Mut. WI	0534 05 036303
d. Excess Liability 2nd Layer (3/23/85-4/26/84)	Yes				2,000,000	Continental	RD 9900265
e. Excess Liability 3rd Layer (6/6/82-12/31/87)	Yes				2,000,000	Em. Liab. AS	E16 8052001
26. 12/31/83-12/31/84							
a. Liability Policy	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	LP 988200053-B
b. Comprehensive Gen. Liab.	Yes	200,000	1,500,000	1,500,000	-	Am. Mutual	CXL 988200043-B
c. Umbrella Liability (4/26/81-4/26/84)	Yes				2,000,000	Em. Mut. WI	0534 05 036302
d. Excess Liability 2nd Layer (3/23/85-4/26/84)	Yes				2,000,000	Continental	RD 9900265
e. Excess Liability 2nd Layer (4/26/84-12/31/84)	Yes				2,000,000	Continental	RUX 9888275
f. Excess Liability 3rd Layer (6/6/82-12/31/87)	Yes				2,000,000	Em. Liab. AS	E16 8052001
27. 12/31/84-12/31/85							
a. Liability Policy	Yes	25,000	25,000	100,000	-	Am. Mutual	LP 988200054-B
b. Comprehensive Gen. Liab.	Yes	25,000	25,000	100,000	-	Am. Mutual	CCL 988200044-B
c. Excess CGL & Auto (12/31/84-12/31/87)	Yes				600,000	Lloyds	594/U 13435
d. Umbrella Liability (12/31/84-12/31/87)	Yes				2,000,000	Em. Liab. AS	E16 8052 003/004
e. Umbrella Liab. 2nd Lyr. (12/31/84-12/31/87)	Yes				4,000,000	N. Star RE	NSX 5167
f. Umbrella Liab. 3rd Lyr. (12/31/84-12/31/87)	Yes				4,000,000	Em. Liab. AS	E16 8052 005/006
28. 12/31/85-12/31/86							
a. Liability Policy	Yes	25,000	25,000	100,000	-	Am. Mutual	LP 988200055-B
b. Comprehensive Gen. Liab.	Yes	25,000	25,000	100,000	-	Am. Mutual	CXL 988200045-B
c. Excess CGL & Auto (12/31/84-12/31/87)	Yes				600,000	Lloyds	594/U 13435
d. Umbrella Liability (12/31/84-12/31/87)	Yes				2,000,000	Em. Liab. AS	E16 8052 003/004
e. Umbrella Liab. 2nd Lyr. (12/31/84-12/31/87)	Yes				4,000,000	N. Star RE	NSX 5167
f. Umbrella Liab. 3rd Lyr. (12/31/84-12/31/87)	Yes				4,000,000	Em. Liab. AS	E16 8052 005/006

Policy Year		Products Coverage	Each Partner
	E.L.		
29. <u>12/31/66-12/31/67</u>			
a. Liability Policy	Yes	25,000	
b. Basic Liability	Yes	25,000	
c. Excess CGL & Auto (12/31/64-12/31/67)	Yes		
d. Umbrella Liability (12/31/64-12/31/67)	Yes		
e. Umbrella Liab. 2nd Lyr. (12/31/64-12/31/67)	Yes		
f. Umbrella Liab. 3rd Lyr. (12/31/64-12/31/67)	Yes		
30. <u>12/31/67-12/31/68</u>			
a. Liability Policy	Yes	25,000	
b. Basic Liability Policy	Yes	25,000	
c. Excess CGL & Auto (12/31/67-12/31/70)	Yes		
d. Umbrella Liability (12/31/67-12/31/70)	Yes		
31. <u>12/31/69-12/31/69</u>			
a. Liability Policy	Yes	25,000	
b. Basic Liability Policy	Yes	25,000	
c. Excess CGL & Auto (12/31/67-12/31/70)	Yes		
d. Umbrella Liability (12/31/67-12/31/70)	Yes		
32. <u>12/31/69-12/31/70</u>			
a. Liability Policy	Yes	25,000	
b. Basic Liability Policy	Yes	25,000	
c. Excess CGL & Auto (12/31/67-12/31/70)	Yes		
d. Umbrella Liability (12/31/67-12/31/70)	Yes		
33. <u>12/31/70-12/31/71</u>			
a. Liability Policy	Yes	25,000	
b. Basic Liability Policy	Yes	25,000	
c. Excess CGL & Auto (12/31/70-12/31/73)	Yes		
d. Umbrella Liability (12/31/70-2/1/74)	Yes		

Products Liability Coverage
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Each Injury Limits		Excess or Umbrella	Company	Policy No.
Each Happening	Aggregate Products			
25,000	100,000	-	Am. Mutual	LP 988200056-B
25,000	100,000	-	Am. Mutual	BLPL 988200046-B
		900,000	Lloyds	594/U.12435
		2,000,000	Em. Liab. AS	E16 8052 003/004
		4,000,000	N. Star Re	NSX 6167
		4,000,000	Em. Liab. AS	E16 8052 005/006
25,000	100,000	-	Am. Mutual	LP 988200057-B
25,000	100,000	-	Am. Mutual	BLPL 988200047-B
		900,000	Home	HEC 9558172
		15,000,000	Em. Liab. AS	E16 8052 007/008
25,000	100,000	-	Am. Mutual	LP 988200058-B
25,000	100,000	-	Am. Mutual	BLPL 988200048-B
		900,000	Home	HEC 9558172
		15,000,000	Em. Liab. AS	E16 8052 007/008
25,000	100,000	-	Am. Mutual	LP 988200059-B
25,000	100,000	-	Am. Mutual	BLPL 988200049-B
		900,000	Home	HEC 9558172
		15,000,000	Em. Liab. AS	E16 8052 007/008
25,000	100,000	-	Am. Mutual	LP 988200060-B
25,000	100,000	-	Am. Mutual	BLPL 988200040-B
		900,000	Home	HEC 9919518
		15,000,000	Em. Com.U.	EY 8535 002

<u>Policy Year</u>		<u>Products Coverage B.L.</u>	<u>Each Person</u>
34.	<u>12/31/71-12/31/72</u>		
	a. Liability Policy	Yes	25,000
	b. Basic Liability Policy	Yes	25,000
	c. Excess OGL & Auto (12/31/70-12/31/73)	Yes	
	d. Umbrella Liability (12/31/70-2/1/74)	Yes	
	e. Umbrella Liability (11/27/72-12/31/75)	effective 11/27/72	
35.	<u>12/31/72-12/31/73</u>		
	a. Liability Policy	Yes	25,000
	b. Basic Liability Policy	Yes	25,000
	c. Excess OGL & Auto (12/31/70-12/31/73)	Yes	
	d. Umbrella Liability (12/31/70-2/1/74)	Yes	
	e. Umbrella Liability (11/27/72-12/31/75)	Yes	
36.	<u>12/31/73-12/31/74 (6 Mos.)</u>		
	a. Liability Policy (12/31/73-12/31/74)	Yes	25,000
	b. Basic Liability (12/31/73-12/31/74)	Yes	25,000
	c. Excess OGL & Auto (12/31/73-12/31/74)	Yes	
	d. Umbrella Liability (12/31/70-2/1/74)	Yes	
	e. Umbrella Liability (11/27/72-12/31/75)	Yes	
37.	<u>1/30/74-12/31/74 (6 Mos.)</u>		
	a. Liability Policy (12/31/73-12/31/74)	Yes	75,000
	b. Basic Liability (12/31/73-12/31/74)	Yes	75,000
	c. Excess OGL & Auto (12/31/73-12/31/74)	Yes	
	d. Umbrella Liability (2/1/74-3/10/76)	Yes	
	e. Umbrella Liability (11/27/72-12/31/75)	Yes	

Products Liability Coverage
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<u>Bodily Injury Limits</u>					
<u>Each Happening</u>	<u>Aggregate Products</u>	<u>Excess or Umbrella</u>	<u>Company</u>	<u>Policy No.</u>	
25,000	100,000	-	Am. Mutual	LP 988200051-B	
25,000	100,000	-	Am. Mutual	BLPL 988200041-B	
		900,000	Home	HEC 9919518	
		15,000,000	Em. Com.U.	EY 8535 002	
		25,000,000	Midland	11101 7279872-6	
25,000	100,000	-	Am. Mutual	LP 988200052-B	
25,000	100,000	-	Am. Mutual	BLPL 988200042-B	
		900,000	Home	HEC 9919518	
		15,000,000	Em. Com. U.	EY 8535 002	
		25,000,000	Midland	11101 7279872-6	
25,000	100,000	-	Am. Mutual	LP 988200053-B	
25,000	100,000	-	Am. Mutual	BLPL 988200043-B	
		900,000	Midland	XL 111317 0151 732	
		15,000,000	(Em. Com. U. Lexington)	EY 8535 002 500 0270	
		25,000,000	Midland	11101 7279872-6	
75,000	250,00	-	Am. Mutual	LP 988200053-B	
75,000	250,000	-	Am. Mutual	BLPL 988200043-B	
		750,000	Midland	XL 111317 0151 732	
		15,000,000	Lexington	500 02 70	
		25,000,000	Midland	11101 7279872-6	

Product Liability Coverage
(continued)

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Policy Year	Products Coverage	Each Person	Each Occurrence	Aggregate Products	Excess or Umbrella	Company	Policy No.
36. 12/31/74-12/31/75 (12 Mon.)							
a. Liability Policy (12/31/74-12/31/75)	Yes	-	1,000,000	1,000,000	-	Am. Mutual	LP 988200054-B
b. Basic Liability (12/31/74-12/31/75)	Yes	-	1,000,000	1,000,000	-	Am. Mutual	BLPL 988200044-B
c. Umbrella Liability (12/31/74-12/31/75)	Yes				15,000,000	Lexington	500 02 70
d. Umbrella Liability (12/31/72-12/31/75)	Yes				25,000,000	Midland	111017279872-6
39. 3/1/75-12/31/75 (10 Mos.)							
a. Liability Policy (12/31/74-12/31/75)	Yes	-	100,000	500,000	-	Am. Mutual	LP 988200054-B
b. Basic Liability (12/31/74-12/31/75)	Yes	-	100,000	500,000	-	Am. Mutual	BLPL 988200044-B
c. Excess OCL & Auto (3/1/75-12/31/75)	Yes				500,000	(CJ) Union/Admiral	ZCX 001285 - 70%
d. Umbrella Liability (2/1/74-2/16/76)	Yes				15,000,000	Lexington	500 02 70
e. Umbrella Liability (11/27/72-12/31/75)	Yes				25,000,000	Midland	111017279872-6
f. Umbrella Liability (7/21/75-7/1/77)	Yes				10,000,000	Aetna C.A.S	01 XN813 WCA
g. Umbrella Part of 15,000,000 (6/18/75-12/31/76)	Yes				5,000,000	Mission	M 630552
h. Umbrella Part of 15,000,000 (6/18/75-7/1/77)	Yes				5,000,000	CNA	RDX 142-77-27
i. Umbrella Part of 15,000,000 (6/18/75-12/31/76)	Yes				5,000,000	Prod. Re.	DXC 901015

Products Liability Coverage
(continued) Page 11

Policy Year	Products Coverage B.L.	Policy Limits			Excess or Umbrella	Company	Policy No.
		Each Occurrence	Each Policy	Aggregate Products			
40. 12/1/75-12/31/76							
a. Liability Policy (12/31/75-12/31/76)	Yes	-	1,000,000	1,000,000	-	Am. Mutual	LP 980200035-C
b. Basic Liability Policy (12/31/75-12/31/76)	Yes	-	1,000,000	1,000,000	-	Am. Mutual	BLPL 980200045-C
c. Umbrella Liability (2/1/74-3/1/76)	Yes	-	-	-	15,000,000	Landington	500 02 70
d. Umbrella Liability (3/1/76-7/1/77)	Yes	-	-	-	5,000,000	Hartford	1081U 461835
e. Umbrella Liability (3/1/76-7/1/77)	Yes	-	-	-	10,000,000	Northbrook	63 001 613
f. Umbrella Liability (12/31/75-12/31/76)	Yes	-	-	-	10,000,000	Mission	M 831028
g. Umbrella Liability (12/31/75-7/1/77)	Yes	-	-	-	7,500,000*	Highlands	SR 20043
h. Umbrella Liability (12/31/75-7/1/77)	Yes	-	-	-	7,500,000*	American Re	M 1049484
i. Umbrella Liability (12/31/75-7/1/77)	Yes	-	-	-	5,000,000	Midland	XL 143793
j. Umbrella Liability (7/21/75-7/1/77)	Yes	-	-	-	10,000,000	Aetna C & S	01 XN 613 WCA
k. Umbrella Part of 15,000,000 (6/1/75-12/31/76)	Yes	-	-	-	5,000,000	Mission	M 830352
l. Umbrella Part of 15,000,000 (6/1/76-7/1/77)	Yes	-	-	-	5,000,000	CNA	KLIX 143-77-27
m. Umbrella Part of 15,000,000 (6/1/75-12/31/76)	Yes	-	-	-	5,000,000	Prud. Re.	DXC 901015

Aggregate limits for entire policy period

<u>Policy Year</u>	<u>Products Coverage</u> <u>R.L.</u>	<u>Each Person</u>
41. 7/1/78-7/1/77		
a. Comprehensive Gen. Liab.	Yes	-
b. Umbrella Liability (3/18/78-7/1/77)	Yes	-
c. Umbrella Liability (3/18/78-7/1/77)	Yes	-
d. Umbrella Liability (12/31/75-12/31/76)	Yes	-
e. Umbrella part of 10,000,000 (12/31/76-7/1/77)	Yes	-
f. Umbrella part of 10,000,000 (12/31/76-7/1/77)	Yes	-
g. Umbrella part of 10,000,000 (12/31/76-7/1/77)	Yes	-
h. Umbrella part of 15,000,000 (9/18/75-12/31/76)	Yes	-
i. Umbrella Liability (12/31/75-7/1/77)	Yes	-
j. Umbrella Liability (12/31/75-7/1/77)	Yes	-
k. Umbrella Liability (12/31/75-7/1/77)	Yes	-
l. Umbrella Liability (7/21/75-7/1/77)	Yes	-
m. Umbrella part of 15,000,000 (12/31/76-7/1/77)	Yes	-
n. Umbrella part of 15,000,000 (9/18/75-7/1/77)	Yes	-

• Aggregate limit for entire policy period

Products Liability Coverage
(continued) Page 12

Bodily Injury Limits

<u>Each Happening</u>	<u>Aggregate Products</u>	<u>Excess or Umbrella</u>	<u>Company</u>	<u>Policy No.</u>
1,000,000	1,500,000	-	Liberty Mu.	LC1 621-004110-046
-	-	5,000,000	Hartford	1011U 461835
-	-	10,000,000	NorthBrook	63 001 613
-	-	10,000,000	Mission	M 631928
-	-	5,000,000	Lloyds	881-UHL 1427
-	-	2,500,000	Central Nat.	CNZ 14-09-71
-	-	2,500,000	Nat. Union	118 92 73
-	-	5,000,000	Mission	M 830652
-	-	7,500,000*	Highlands	SR 20043
-	-	7,500,000*	American Re	M 1049464
-	-	5,000,000	Midland	XL 145793
-	-	10,000,000	Aetna C & S	01 XN 613 WCA
-	-	10,000,000	Prudential Re	DXC DX 0002
-	-	5,000,000	CNA	RDX 142-77-27

Product Liability Coverage
(continued) Page 13

Policy Year	Products Coverage	Each Excess	Product Liability Limits Each Occurrence	Aggregate Products	Excess or Umbrella	Company	Policy No.
42. 2/1/77-2/1/78							
a. Comprehensive Gen. Liab.	Yes	-	1,000,000	1,500,000	-	Lfb. Mut.	LCI 021 0041100-047
b. Umbrella Liability	Yes	-	-	-	5,000,000	Stanford	10111/403359
c. Umbrella Liability	Yes	-	-	-	10,000,000	Lloyds	800/77 1111020C
d. Umbrella part of 25,000,000	Yes	-	-	-	1,000,000	Nat. Union	1228600
e. Umbrella part of 25,000,000	Yes	-	-	-	5,000,000	I N A	XCP 1 23 74
f. Umbrella part of 25,000,000	Yes	-	-	-	4,000,000	Prud. Re.	DXC DX 0309
g. Umbrella part of 25,000,000	Yes	-	-	-	15,000,000	Lloyds	001/U/L 0785
h. Umbrella part of 25,000,000	Yes	-	-	-	5,000,000	Fireman's	XLX 120 05 07
i. Umbrella part of 25,000,000	Yes	-	-	-	7,000,000	Aetna C.A.S	01 XN1 444 WCA
j. Umbrella part of 25,000,000	Yes	-	-	-	1,000,000	Nat. Union	1220621
k. Umbrella part of 25,000,000	Yes	-	-	-	5,000,000	Highlands	SR NO. 20336
l. Umbrella part of 25,000,000	Yes	-	-	-	5,000,000	Midland	XL 151004
m. Umbrella part of 25,000,000	Yes	-	-	-	2,000,000	Am. Re.	M 1055002

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August 12, 1997

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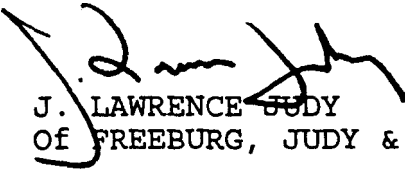
(See attached mailing list)

Re: Responses To General Order No. 129 Interrogatories
The Flintkote Company

Dear Ladies and Gentlemen:

Responses To Plaintiff's Standard Interrogatories To All Defendants on behalf defendant The Flintkote Company were served by mail on July 10, 1997. Attached is a revised page number 6 and verification to these responses.

Very truly yours,


J. LAWRENCE JUDY
Of FREEBURG, JUDY & NETTELS

JLJ:smm
Encl.

1 Coordinator.

2 February, 1987 to the present: Assistant Secretary of The
3 Flintkote Company.

4 INTERROGATORY NO. 3: State whether or not you are a
5 corporation, and if so, state:

6 (a) Your correct corporate name;

7 (b) Your state of incorporation;

8 (c) The date of your incorporation;

9 (d) The address of your principal place of business;

10 (e) Whether or not you have ever held a certificate of
11 authority to do business in the State of California, and if so,
12 the inclusive dates of any certificate;

13 (f) If you are wholly owned or the majority interest of
14 your company is owned by another business entity, state the
15 entity's name and principal place of business;

16 (g) Whether you have any business offices in California,
17 and, if so, your principal place of business in California.

18 RESPONSE: Yes.

19 (a) The Flintkote Company.

20 (b) - (c) Flintkote was incorporated in Delaware on May 30,
21 1978; originally incorporated in Massachusetts in 1917.

22 (d) 2 Embarcadero Center, Suite 1600, San Francisco, CA
23 94111.

24 (e) Yes, through its predecessor Massachusetts corporation
25 Flintkote was issued a certificate of authority to do business in
26 the State of California on December 12, 1936.

27 (f) Flintkote objects to this subpart of this interrogatory

28 ///

All Counsel
Re: Responses To General Order
No. 129 Interrogatories
August 12, 1997
Page 2

bcc: (w/Encl.)

Mrs. Jenny Horvath
Thompson, Hine & Flory

STATE OF CALIFORNIA)
) SS:
CITY AND COUNTY OF SAN FRANCISCO)

EXECUTED THIS 21st day of July, 1997, at

Christine M. Hamilton
CHRISTINE M. HAMILTON

this 21st day of July, 1997.


NANCY S. JONG
 Comm. #1048102
 NOTARY PUBLIC CALIFORNIA
 City and County of San Francisco
 Comm. Expires Dec. 26, 1998

Policy Year**Products
Coverage
E.I.****Each
Person****43. 7/1/78-7/1/79****a. Comprehensive Gen. Liab.****Yes****b. Umbrella Liability****Yes****c. Umbrella Liability****Yes****d. Umbrella part of 10,000,000****Yes****e. Umbrella part of 10,000,000****Yes****f. Umbrella part of 25,000,000****Yes****g. Umbrella part of 25,000,000****Yes****h. Umbrella part of 25,000,000****Yes****i. Umbrella part of 25,000,000****Yes****j. Umbrella part of 25,000,000****Yes****k. Umbrella part of 25,000,000 (7/1/78-7/1/80)****Yes****l. Umbrella part of 25,000,000****Yes****m. Umbrella part of 25,000,000****Yes****n. Umbrella part of 25,000,000****Yes**

Products Liability Coverage
(continued) Page 14

Bodily Injury Limits

<u>Each Happening</u>	<u>Aggregate Products</u>	<u>Excess or Umbrella</u>	<u>Company</u>	<u>Policy No.</u>
1,000,000	1,500,000	-	Lib. Mut.	LC1 621 004110-048
-	-	1,000,000	Nat. Union	BE 132 30 15
-	-	4,000,000	Prud. Re.	DXC DX 0986
-	-	5,000,000	Nat. Union	1231984
-	-	5,000,000	Lloyds	881/UKL 0906
-	-	15,000,000	Lloyds	881/UKL 0907
-	-	2,000,000	Midland	XL 147464
-	-	5,000,000	I N A	XCP-1 43 55
-	-	3,000,000	Nat. Union	1231984
-	-	5,000,000	Highlands	SR NO. 20643
-	-	3,000,000	Midland	XL147465
-	-	7,000,000	Aetna C & S	01 XN 1854 WCA
-	-	2,000,000	Prud. Re.	DXC DX 0987
-	-	5,000,000	Fireman's	XLX 136 29 57

Product Liability Coverage
(continued) Page 18

Policy Year	Products Coverage	Each Person	Each Occurrence	Aggregate Products	Amount of Umbrella	Company	Policy No.
40. 2/15/84-3/15/85							
a. Asbestos Liability coverage only	Yes	-	2,000,000	2,000,000		Lhb. Mut.	LC2-825-004110-404
b. Umbrella part of 5,000,000	Yes				2,550,000	Am. Home	9209138
c. Umbrella part of 20,000,000	Yes				5,000,000	Am. Home	633-13-56
d. Umbrella part of 4,500,000	Yes				740,925	Am. Home	622-13-57
e. Umbrella part of 20,500,000	Yes				1,000,000	CNA	CN2 5007118
f. Umbrella part of 5,000,000	Yes				2,000,000 (CN)	Kenns	2502084
g. Umbrella part of 20,000,000	Yes				10,000,000	London Cu.	LX 2110740
h. Umbrella part of 4,500,000	Yes				3,000,180 (CN)	Kenns	2501039
i. Umbrella part of 20,500,000	Yes				14,375,000	Tranall	SCU 956779
50. 2/15/85-3/15/86							
a. Asbestos liability coverage only	-		2,000,000	2,000,000		Lhb. Mut.	LC2-825-004110-405
51. 2/15/86-3/15/87							
a. Asbestos liability coverage only	-		2,000,000	2,000,000		Lhb. Mut.	LC2-825-004110-406

COMPANIES ACQUIRED BY THE FLINTKOTE
COMPANY THAT MANUFACTURED OR SOLD
ASBESTOS-CONTAINING PRODUCTS

<u>YEAR</u>	<u>COMPANY</u>	<u>LOCATION</u>	<u>PRODUCT(S)</u>
1945	Tile Tex	Chicago Heights, IL	Floor Tile
1949	Atlas Adhesives	Manayunk, PA	Liquid Products
1952	Pacific Asbestos Company	San Bernadino, CA	Asbestos-cement sidings and shingles
1956	Van Packer Chimney Co.	Buda, IL	Residential chimneys
1958	Orangeburg Manufacturing Company	Orangeburg, NY	Outdoor drainage pipe

EXHIBIT

C

Products Liability Coverage
(continued)

Page 18

Policy Year	Products Coverage	Each Person	Each Occurrence	Aggregate Products	Excess or Umbrella	Company	Policy No.
44. 2/1/79-2/1/80							
a. Comprehensive Gen. Liab.	Yes	-	1,000,000	2,000,000	-	Lib. Mut.	LC1-621-004110-048
b. Umbrella Liability	Yes	-	-	-	1,000,000	Nat. Union	BE 132 48 64
c. Umbrella Liability	Yes	-	-	-	4,000,000	Gibraltar Cos.	CMX 00213
d. Umbrella part of 10,000,000	Yes	-	-	-	5,000,000	Nat. Union	1224732
e. Umbrella part of 10,000,000	Yes	-	-	-	2,000,000	Lloyds	661/ULL 0675
f. Umbrella part of 10,000,000	Yes	-	-	-	3,000,000	Gremlin State	6179-1446
g. Umbrella part of 25,000,000	Yes	-	-	-	3,000,000	Nat. Union	1224732
h. Umbrella part of 25,000,000	Yes	-	-	-	10,000,000	Lloyds	661/ULL 0676
i. Umbrella part of 25,000,000	Yes	-	-	-	2,000,000	Midland	XL 147665
j. Umbrella part of 25,000,000	Yes	-	-	-	3,000,000	I N A	XCP 143542
k. Umbrella part of 25,000,000	Yes	-	-	-	4,000,000	Gremlin State	6179-1447
l. Umbrella part of 25,000,000	Yes	-	-	-	3,000,000	Puritan	ML 65 22 22
m. Umbrella part of 25,000,000	Yes	-	-	-	5,000,000	Highlands	SR NO. 20679
n. Umbrella part of 25,000,000	Yes	-	-	-	3,000,000	Midland	XL 147664
o. Umbrella part of 25,000,000	Yes	-	-	-	7,000,000	Aesca CAS	01 XN 2260 WCA
p. Umbrella part of 25,000,000	Yes	-	-	-	2,000,000	Gibraltar	CMX 00214
q. Umbrella part of 25,000,000	Yes	-	-	-	5,000,000	Gremlin State	6179-1448
r. Umbrella part of 25,000,000	Yes	-	-	-	3,000,000	Nat. Union	1224732
s. Umbrella Liability (3/15/80-3/15/81)	Yes	-	-	-	4,250,000	Am. Home	BE 7718599
t. Umbrella Liability (3/15/80-3/15/81)					10,000,000	Lloyds	547/620173 RM
u. Umbrella Liability (3/15/80-3/15/81)					40,000,000	Lloyds	547/620174 RM
v. Umbrella Liability (3/15/80-3/15/81)					45,000,000	Lloyds	547/620175 RM

<u>Policy Year</u>	<u>Products Coverage</u> <u>R.L.</u>	<u>Each Person</u>
47. <u>3/15/82-3/15/83</u>		
a. Blanket Public Liab.	Yes	-
b. Umbrella Liability	Yes	
c. Umbrella Liability	Yes	
d. Umbrella Liability	Yes	
e. Umbrella Liability	Yes	
f. Umbrella Liability	Yes	
g. Umbrella Liability (7/15/82-7/15/83)	Yes	
h. Umbrella part of 13,315,070 (7/15/82-3/15/83)	Yes	
i. Umbrella part of 13,315,070 (7/15/82-3/15/83)	Yes	
j. Umbrella part of 20,000,000 (7/15/82-3/15/83)	Yes	
k. Umbrella part of 20,000,000 (7/15/82-3/15/83)	Yes	
l. Umbrella part of 20,000,000 (7/15/82-3/15/83)	Yes	
48. <u>3/15/83-3/15/84</u>		
a. Blanket Public Liability	Yes	-
b. Umbrella Liability	Yes	
c. Umbrella part of 20,000,000	Yes	
d. Umbrella Liability	Yes	
e. Umbrella part of 20,000,000	Yes	
f. Umbrella part of 20,000,000	Yes	
g. Umbrella part of 20,000,000	Yes	
h. Umbrella part of 20,000,000	Yes	

AE/ Effective 7/15/82, asbestos-related diseases were excluded under the terms of this policy.

Products Liability Coverage
(continued) Page 17

<u>Bodily Injury Limits</u>		<u>Excess or Umbrella</u>	<u>Company</u>	<u>Policy No.</u>
<u>Each Happening</u>	<u>Aggregate Products</u>			
2,000,000	2,000,000		Lib. Mut.	RC1-821-004110-411
		4,250,000	Am. Home	BE 7718780
		10,000,000 $\Delta E/$	Lloyd's	547/620241 RM
		40,000,000 $\Delta E/$	Lloyd's	547/620242 RM
		45,000,000 $\Delta E/$	Lloyd's	547/620243 RM
		50,000,000 $\Delta E/$	Lloyd's	547/620244 RM
		5,000,000 (CN)	Kansa	2500498
		5,658,905	Am. Home	CE 6331221
		6,657,535	London Cu.	LX 1888137
		3,500,000	Lloyd's	547/647149 RM
		2,500,000	Prot. Nat.	XUB 1807031
		14,000,000	Transit	SCU 956469
2,000,000	2,000,000		Lib. Mut.	RC1-821-004110-411
		4,250,000	Am. Home	BE 7718780
		5,000,000	Am. Home	CE 6331392
		5,000,000 (CN)	Kansa	2501039
		3,500,000	Lloyd's	547/647172 RM
		10,800,000	London Cu.	LX 2107772
		2,500,000	Prot. Nat.	XUB 1807030
		14,000,000	Transit	SCU 956470

Products Liability Coverage
(continued)

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Policy Year	Products Coverage	Bodily Injury Limits			Excess or Umbrella	Company	Policy No.
		Each Person	Each Happening	Aggregate Products			
43. 7/1/00-3/15/01							
a. Comprehensive Gen. Liab.	Yes	-	1,000,000	2,000,000	-	Lib. Mut.	LC1-021-004110-040
b. Umbrella Liability (3/15/00-3/15/01)	Yes	-	-	-	4,250,000	Am. Home	BE 7718590
c. Umbrella Liability (3/15/00-3/15/01)	Yes				10,000,000	Lloyd's	547/620173 RM
d. Umbrella Liability (3/15/00-3/15/01)	Yes				40,000,000	Lloyd's	547/620174 RM
e. Umbrella Liability (3/15/00-3/15/01)	Yes				45,000,000	Lloyd's	547/620175 RM
46. 3/15/01-3/15/02							
a. Blanket Public Liab.	Yes		2,000,000	2,000,000		Lib. Mut.	RC1-021-004110-411
b. Umbrella Liability	Yes				4,250,000	Am. Home	BE 7718760
c. Umbrella Liability	Yes				10,000,000	Lloyd's	547/620241 RM
d. Umbrella Liability	Yes				40,000,000	Lloyd's	547/620242 RM
e. Umbrella Liability	Yes				45,000,000	Lloyd's	547/620243 RM
f. Umbrella Liability	Yes				50,000,000	Lloyd's	547/620244 RM

FLINTKOTE ASBESTOS INDUSTRIAL PRODUCTS

Product Name	Synonymous Name	Period of Manufacture	% Asbestos	Description
Acid Proof Cement	Van Packer Jt. Cement	Approximately 1956-1970	14.5%	Silicate of soda joint cement for Van Packer chimney sections
Acrylic Pavement Coating		1974-1977	3%	Pigmented acrylic latex coating for stone and blacktop embankments
All-Weather Mastic	See Rain Patch	1956-1978 (*ER, NO) 1956-1981 (CH) 1956-1982 (V)		Plastic cement treated to bond to damp surface
Aluminum Roof Coating (B10-19)		1969-1978 (ER, NO) 1969-1981 (CH) 1969-1982 (V)	10-13%	Aluminum pigmented reflective roof coating
A-66 Coating		1947-1970	15%	Spray grade R.R. car cement
Black Joint Cement	Steadfast Cement	1946-1960's	20-25%	Knife or gun grade joint sealing compound
Railroad Car Cements		These car cements were made from the late 1940's and discontinued prior to 1968 at ER, NO and CH, depending on shipping destination		All were spray to trowel grade metal protective coatings used by railroad car builders or repair shops
No. 1 Car Cement			16-17%	
No. 1 Car Cement-Pullman			13%	
No. 1 Car Cement-No Oil			18%	
No. 1 Car Cement-2% Oil			17%	" " " " " " " " "
No. 2 Car Cement-No Oil			19%	
No. 4 Car Cement		" " " " "	16%	" " " " " " " " "
No. 6 Car Cement			+15%	
No. 263 Car Cement		" " " " "	16%	" " " " " " " " "
No. 407 Car Cement			+15%	
So. Railway Spl. No. 97		" " " " "		" " " " " " " " "
Car Cement (Spray)			13%	" " " " " " " " "
" " " " "		" " " " "		" " " " " " " " "
(Trowel)			22-29%	
NYC R.R. No. 1223 F-1		" " " " "		" " " " " " " " "
Car Cement			15-18%	
" " " F-2		" " " " "		" " " " " " " " "
Car Cement			23%	
" " " F-3		" " " " "		" " " " " " " " "
Car Cement			35%	
" " " F-5		" " " " "		" " " " " " " " "
Car Cement			+15%	
NYC R.R. No. 1223 F-1		" " " " "		" " " " " " " " "
(10% oil) Car Cement			14-19%	
" " " F-2		" " " " "		" " " " " " " " "
(10% oil) Car Cement			23%	
IC Car Cement GC		" " " " "	13-15%	
L & N Car Cement			16%	
Missouri-Pacific Car Cement		" " " " "		" " " " " " " " "
			13%	" " " " " " " " "

* SEE PAGE 6 FOR KEY TO MANUFACTURING LOCATIONS



Note: + = Exceeds

<u>Product Name</u>	<u>Synonymous Name</u>	<u>Period of Manufacture</u>	<u>% Asbestos</u>	<u>Description</u>
Colorcoat	Unimastic 152	Mid-late 1960's to 1975	6%	Latex coating for protection of thermal insulation
Corkcote	Spl. Sanded Premix No. 5	1950-1960	1%	Sand filled asphalt emulsion for protecting cork insulation in freezers
C-13-A (100-14)		Late 1940's-1978 (ER, NO) Late 1940's-1981 (CH) 1940's-1979 (V)	12%	Trowel grade emulsion weather protection for insulation (asphalt base)
C-13-AW		1962-1970	9%	Freeze resistant winter grade C-13-A
C-13-C4 (800-13)	Static Fibrated	1940-1978 (ER, NO) 1940-1981 (CH) 1940-1982 (V)	3%	Brush or spray grade asphalt emulsion roof coating
C-13-LA		1947-1965	3.5%	Light consistency C-13-A
C-13-SA		1954-1965	2%	" " " " "
C-19 (110-14)	No. 213 Underbody Coating	1954-1975 (ER, NO) 1954-1981 (V) 1954-1981 (CH)	20-25%	Brush or spray grade asphalt cutback insulation protective coating
C-20		1965-1967	19.9%	Asphalt protective coating-Spl. run-short lived
Decoralt Coatings Decoralt (920-04) Decobase Binder (920-05) Decobase (920-06) Decocolor MP (920-27) Decoturf (920-30)	Decocolor (920-04)	Late 1950's to 1978	4.5-6.0%	These are pigment and filled latex coatings used primarily for surfacing tennis courts
Foanguard Coating (830-11)		1970-1976	1%	A resin base coating for use over urethane foam insulation
Fiber Roof Coating (FTC)	Roof Coating (Fibrated) (810-09)	1945-1978 (ER, NO) 1945-1981(CH) 1945-1982 (V)	6-9%	Spray or brush grade asphalt cutback roof coating
Fibrex Cement	Fibrex I	Early 1940's-1978 (ER, NO) Early 1940's-1981 (CH) Early 1940's-1982 (V)	10%	Asphalt cutback adhesive for cementing roofing base sheets
Filler Coat (900-20)	Tennis Court Resurfacer	1964-1978 (ER, NO) 1964-1981 (CH) 1964-1982 (V)	6%	Sand filled levelling and smoothing compound for pavements
Filler Coat Binder (900-15)	[See Thermalkote 100-15]			Heavy binder for mixing with sand in field to make filler coat compound
Flintdek		WWII-1970	6%	Sand filled resin coating--made surfaces non-slip
FR-100 (130-25)	Unimastic 150	Early 1960's-1978 (ER)	7.5%	Pigment resin coating for insulation--fire retardant

<u>Product Name</u>	<u>Synonymous Name</u>	<u>Period of Manufacture</u>	<u>% Asbestos</u>	<u>Description</u>
FR-200 (110-26)		1966 - 1970	Approx. 15%	Fire retardant asphalt cutback--made experimentally at New Orleans but then bought for resale. Protection for insulation.
FR-300 (120-14)		Mid 1960's-1978 (ER)	6%	Pigmented latex coating for insulation--fire retardant
GF-8 Tile Cement	R-14-C	Early 1940's-1978 (ER, NO) Early 1940's-1981 (CH) Early 1940's-1982 (V)	10%	Floor tile cement
Hydrostatic Mastic	710-21	1973-1982 (V) West Coast only	15.5%	Semi-Mastic vapor barrier coating
Levelkote (800-39)	See Static Levelkote		2.5%	Brush or spray grade asphalt emulsion roof coating
Monoform C	See Rexalt			Spray grade asphalt cutback roof coating for monoform system
N-13-C4		1960-1961	3%	Brush or spray grade asphalt emulsion roof coating
NFR 300		Late 1960's-1975 (ER)	3%	A non-fire retardant version of FR-300-utility coating uses
Nu-Static	Spraykote	1954-1978 (ER, NO) 1954-1981 (CH)	6%	A spray grade of C-13-C4 asphalt emulsion roof coating
No. 14 Emulsion		1954-7 - Formulated - Never Produced	6%	Asphalt emulsion--usage unknown
No. 16 Underbody Prot. Ctg.		1954-Mid 1960's	9%	Asphalt emulsion auto underbody protective coating
No. 54 H.C. Insulation Ctg.		1954-1970	4%	High cork content No. 54 insulation coating
No. 54 Insulation Coating		1954-1970	4%	Cork, vermiculite, charcoal filled asphalt emulsion
No. 69 Insulation Coating		1940's-1970	11%	Cork filled asphalt cutback insulation coating
No. 201 Insulation Coating		1950-1960	12%	Asphalt Cutback--usage unknown
No. 213 Underbody Coating	See C-19			
No. 222 Underbody Coating		1950's-1960	14%	Asphalt cutback--usage unknown
No. 227 Underbody Coating		1950-1975 (CH, ER)	8.5-17%	Military spec. underbody coating-asphalt cutback
No. 32	See C-13-A	1959-1965	10%	This is a slightly thinner version of C-13-A for a pvt. label customer
No. 229 Anti-Sweat Compound		1947-? Discontinued (NO, ER, CH) 1947-1978 (V)	12%	Cork filled asphalt cutback--for condensation control

<u>Product Name</u>	<u>Synonymous Name</u>	<u>Period of Manufacture</u>
No. 230 Spray-On Deadener		1950-1960
No. 242		1950's-1965
No. 245		1950's-1974 (CH, ER, NO)
No. 247		1950's-1960
No. 252 Binderseal		1940's-1960
No. 255		1950-1960
No. 260 Export Box Sealer		1951-1960
No. 276		1950-1967 - Formulated? if manufactured
No. 349-1		1950-1960's
No. 390		1950-1960's
No. 338 Windshield Sealer		1950-1960
No. 830-11 Coating		1956-1965
No. 632 Coating		1956-1965
No. 2004 Adhesive		1940's-1966
No. 729 (FXF Type)		Mid 1940's-1950's
No. 731 (FXF Type)		Mid 1940's-1950's
No. 732 (FXF Type)		Mid 1940's-1950's
No. 777		Mid 1940's-1950's
No. 778		Mid 1940's-1950's
Plastic Armor Putty		Mid 1940's-1950's
Plastic Cement (810-21)		Early 1940's-1978 (ER, NO) Early 1940's-1981 (CH) Early 1940's-1982 (V)
Plastic Foundation Ctg.		1950's-1960
Roof Coating Fibrated	See Fiber Roof Ctg.	

<u>% Asbestos</u>	<u>Description</u>
4.5%	Automotive sound deadener-asphalt cutback
13%	Asphalt cutback--usage unknown
30%	Trowel grade asphalt cutback for underbody coating and waterproofing
6%	Asphalt cutback--usage unknown
16%	Sprayable asphalt cutback-building protection-granule embedment
22%	Asphalt cutback--usage unknown
9%	Protective coating for export crates-asphalt cutback
5-10%	Asphalt cutback--usage unknown
7%	Rubberized asphalt cutback for automotive sealant
7%	Rubberized asphalt cutback for automotive sealant
15%	Rubberized asphalt cutback sealer for auto windshields
1%	A fire retardant asphalt emulsion for R.R. car builders
15%	Silicate of soda high temperature insulation adhesive
13%	Rubber cement
12%	Rubber cement
12%	Rubber cement
14%	Rubber cement
16%	Rubber cement
20%	Sealer and caulk for plastic armor-asphalt cutback
16-19%	Heavy trowel asphalt cutback for roof flashings and repairs
26%	Asphalt cutback waterproofing compound

<u>Product Name</u>	<u>Synonymous Name</u>	<u>Period of Manufacture</u>
Rain Patch (810-25)	All Weather Mastic	1969-1978 (ER, NO) 1969-1981 (CH) 1969-1982 (V)
Rexalt Roof Coating		1950-1978 (ER, NO) 1950-1981 (CH)
Rexglas Coating		1969-1978 (ER, NO) 1969-1981 (CH)
Rex Const. Plastic Binder		Mid 1940's-1950's
Railroad Car Cements	See Car Cements R.R.	
R-14-C	See GF-8	
R-14-D		1946-1965
Sewer Joint CPD No. 293		1949-1960
Spl. Sanded Premix No. 5	See Cork Mastic	
Spraykote	See Nu Static	
Static Asphalt Fibrated	See C-13-C4	
Static Levelkote		1958-1978 (ER, NO) 1958-1981 (CH)
Steadfast Cement	See Black Joint Cement	1954-1965
Stik-Tab Cement		1950-1965
Tennis Court Resurfacer	See Filler Coat (900-20)	
Thermakote (100-15)	Filler Coat Binder	Late 1940's-1978 (ER, NO) Late 1940's-1981 (CH) Late 1940's-1982 (V)
Trowel Mastic		1961-1978 (ER, NO) 1961-1981 (CH)
Unimastic 150	See FR-100	
Unimastic 152	See Colorcoat	
Van Packer Jt. Cement	See Acid Proof Cement	
Vapor Seal	No. 710-14 (Ex No. 65)	1951-1978 (V)
Viskalt Flashing Cement	See Plastic Cement	

X AsbestosDescription

13-19%	Plastic cement treated to bond to wet surfaces
12-15%	Brush or spray grade asphalt cutback roof coating
2.5%	Glass fibered asphalt emulsion roof coating
9.5%	Asphalt cutback adhesive for roll roofing
11%	Trowel grade floor tile cement asphalt cutback
14%	Heavy trowel grade asphalt cutback for sealing sewer pipe joints
2.5%	Asphalt emulsion for low slope roofs
21%	
13%	Asphalt cutback adhesive for roof shingle tabs
14-19%	Heavy trowel grade asphalt emulsion-weatherproof coating
22-25%	Trowel grade asphalt cutback waterproofing compound
5%	Semi-Mastic asphalt coating for moisture vapor barrier
	Trowel grade asphalt cutback for roof flashings

In re: San Francisco General

Product Name**Synonymous Name****Period of Manufacture****Weldon Cement East only****1940's-1978 (ER, NO)****1940's-1982 (V)****1940's-1981 (CH)****Skykote****1974-1982 West****Super Stakool White****1948-1977 West**

% AsbestosDescription

5%	High strength asphalt cutback adhesive for roof membranes
2%	Pigmented asphalt emulsion (colored roofing coating)
6%	Cement type dry mix roofing coating

KEY TO MANUFACTURING LOCATIONS

CH = CHICAGO HEIGHTS, IL
ER = EAST RUTHERFORD, NJ
NO = NEW ORLEANS, LA
V = VERNON, CA

ADDITIONAL ASBESTOS PRODUCTS ONCE MANUFACTURED BY FLINTKOTE

<u>Product</u>	<u>Period of Manufacture</u>	<u>Approximate Asbestos Content</u>
Asbestos-Cement Board	1950-1970	10-15%
Asbestos-Cement Pipe	1962-1977	16%
Asbestos-Cement Siding	1935 to early 1970s	10-15%
*Asbestos-Cement Roofing Shingles	1935 to early 1970s	10-15%
**Asphalt Saturated Asbestos Felt (Built-up Roofing)	Approx. 1956-1976	65%
Vinyl Asbestos/Asphalt Floor Tile	1945-1980	8-14%
Fiber Pipe	1959-1972	1-1/2%
Van Packer Chimneys (Residential Only)	1958-1971	20% (only the outer jackets, which formed a small part of the overall product, con- tained asbestos)

*Very limited distribution (Midwest, South & East)

**Flintkote purchased the asbestos felt from other manufacturers
and merely saturated it with asphalt in its own facilities.

PRODUCTS MANUFACTURED BY OTHERS
BUT SOLD BY FLINTKOTE

<u>Product</u>	<u>Period of Sale</u>	<u>Approximate Asbestos Content</u>
Joint Treatment Compound	1955-1976	5%
Ceiling Tile (Midwest only)	1973-1974	2%
Asphalt Saturated Asbestos Felt (Built-up Roofing)	Intermittently from approx. 1941-1982	65%
Asbestos-Cement Shingles	1960-Mid 1970s	10-15%
Super Stakool White (West Coast only)	1948-1977	6%

ASBESTOS-CONTAINING PRODUCTS SOLD TO
OTHER COMPANIES FOR RESALE

Flintkote sold certain liquid products to The Celotex Corporation, Johns-Manville Corporation, Armstrong World Industries, Combustion Engineering, Ruberoid Company, GAF Corporation, Certain-Teed, Owens-Corning Fiberglas, C.I.A. Industrial De Mexicali, Roberts Consolidated Industries, Kentile Floors, Inc., Azrock Floor Products, Inc., Essex Chemical Company, T.C.P., Inc., American Tar Company, R.H. Dottie Company, Forest Industries, General Environmental Corporation, The Glidden Company, Fibreboard Paper Products Corporation, Sonneborn and Contech, generally for resale purposes. Flintkote also sold certain asphalt emulsion products to Fibreboard Corporation for resale. Flintkote also manufactured floor tile products for Sears, Roebuck & Company.

EXHIBIT

E

Since September, 1983 no asbestos-containing products purchased by Flintkote from other manufacturers have been sold under Flintkote's name. The Flintkote Company ceased selling asbestos-containing products effective March 15, 1984. Prior to September 1, 1983, liquid products purchased from Parr Inc., W. W. Henry Company, Grundy Industries Inc. and Monsey Products Company were sold under Flintkote's label and that of the particular manufacturer. The Flintkote Company purchased the following products from Monsey Products Company from 1978 to no later than 1984: C-13-C4, Static Asphalt Fibrated, Levelkote, Thermalkote, Fibrated Roof Coating, Trowel Mastic, Fibrated Aluminum Coating, and Fibrex Cement. Flintkote purchased Rexglas and Fillercoat from Monsey Products Company from 1978 to 1981. From 1975 to no later than 1984, Flintkote purchased Fibrated Roof Coating, Plastic Cement, Trowel Mastic, Fibrated Aluminum Coating and Fibrex Cement from Grundy Inc. From 1978 to no later than 1984, Flintkote purchased Fibrated Roof Coating and Plastic Cement from Parr Inc. The Flintkote Company purchased the following products from W. W. Henry Company from approximately 1982 to no later than 1984: Plastic Cement, Fibrex Cement, Fibrated Emulsion, Fibrated Aluminum Coating, Rain Patch, Fibrated Roof Coating, Thermalkote, Comfort Seal and Flashing Compound. Flintkote purchased Super Staykool White from W. W. Henry Company from approximately 1948 to 1977.

The Flintkote Company intermittently purchased dry felt from Nicolet Industries from approximately 1941 to 1976.

Flintkote purchased joint treatment compound products from the following manufacturers and to the best of our knowledge, these products were sold under Flintkote's label: U.S. Gypsum from 1963 to 1975, Murco from 1973 to 1976, Ruco from 1973 to 1975, The Celotex Corp. approximately 1963 to 1975, National Gypsum, Welcote and U-DO-IT Company of America, Inc.

EXHIBIT

F

ASBESTOS-RELATED WARNING LABELS ON PRODUCTS
MANUFACTURED OR SOLD BY FLINTKOTE

In the past, for short periods of time, warning labels have appeared on two Flintkote products:

(1) Skykote

From 1977-August, 1979, a warning appeared on the Skykote label which stated as follows:

"Contains asbestos fibers. OSHA has stated that repeated inhalation of asbestos fiber is a health hazard. Harmful if swallowed, keep out of reach of children."

This warning appeared on the upper part of the label.

(2) C-13-C4

From July 29, 1975 to early 1977, the following warning appeared on the C-13-C4 label:

"Warning, this product may not be sprayed in California."

This warning appeared on the upper part of the label.

In addition, Flintkote sold asbestos-containing joint treatment compound products manufactured by other companies from the late 1950's to 1976. It is believed that the following warning was placed on the packages and/or labels from 1974 to 1976:

CAUTION

CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
BREATHING ASBESTOS DUST
MAY CAUSE
SERIOUS BODILY HARM

When 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 practical.

EXHIBIT

G

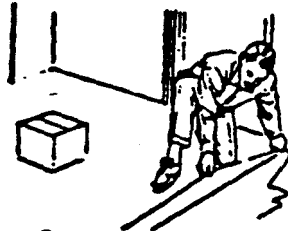
EXHIBIT

H

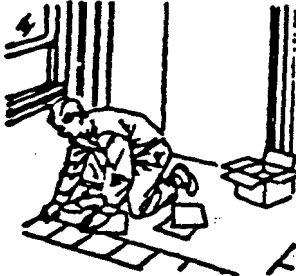
ALL-STATE INTERNATIONAL

In re: San Francisco General
Order Interrogatories 7197

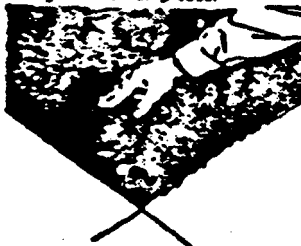
FOLLOW THESE SIX EASY STEPS...



1. Find the center of the two end walls. Connect the two points with string. Rub string with chalk, stretch it tight and snap to mark a chalk line on floor. Locate center of the chalk line. With a square or a piece of the tile as a guide, snap another chalk line that crosses the first at right angles. This second line extends between the two side walls. Check to make sure the crossing lines are at right angles.



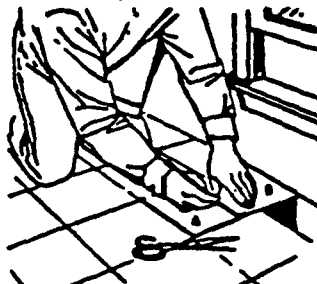
2. As a test, before spreading adhesive, lay pieces of FLINTKOTE tile from the center point to one side wall and one end wall. If you find that you would otherwise have to fit a sliver of tile, less than 3" wide, move your entire guideline that is parallel to that wall a half a tile width closer to the opposite wall. This will improve the floor's appearance and eliminate the need for trying to fit small pieces.



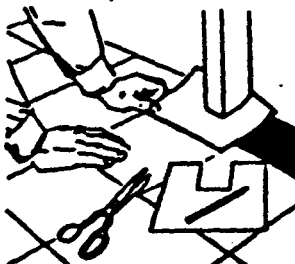
3. With brush, roller or trowel spread a coat of FAST-SET™, CLEAR-SET™ or GF-8™ adhesive over one quarter of the room. Use brush or roller or a trowel with notches not over 1/16" wide and 1/32" deep. GF-8 must be applied with trowel only. Work from the walls out to the chalk lines, but avoid covering the lines or you will have to resnap new ones. Clear Set and Fast Set are not flammable. GF-8 IS FLAMMABLE. FOLLOW LABEL WARNINGS AND CAUTIONS CAREFULLY WHEN USING GF-8. ROOM SHOULD BE WELL VENTILATED. KEEP WINDOWS OPEN UNTIL FLAMMABLE VAPORS HAVE DISSIPATED, AND THEIR ODORS GONE. Before laying tile allow adhesive



4. Start at center and place each tile on the adhesive. Make sure that first tiles are flush with the chalk lines. Butt each tile squarely against its neighbor, but do not slide into place. Have corners meet exactly.



5. To fit border tiles, place a loose tile ("A") exactly over the last tile in that row. Take another tile ("B") and place it directly over tile "A". Butt tile "B" against the wall and mark tile "A" with pencil along the edge of "B". Now the cut tile will fit exactly into the border space. Repeat for each tile individually until border is completed.



6. To fit border pieces around obstructions, simply make a paper pattern to fit. Trace this onto the tile and cut. FLINTKOTE tile cuts easily. First score along the line with a sharp linoleum knife and then snap off. Warming the tiles first over a hot plate or in an oven for a few seconds makes them cut more easily. IF USING GF-8 OR ANY OTHER FLAMMABLE ADHESIVE HEAT IN A SEPARATE ROOM WHERE NONE OF THE FLAMMABLE VAPORS CAN REACH 1/16" or standard gauge tile can be cut with a large pair of scissors. Tiles will lay better if the tile, the room and floor, are kept at 70°F (21°C) minimum for 24 hours before, during, and after installation.



READ THESE INSTRUCTIONS ON INSTALLATIONS AND ADHESIVE APPLICATION COMPLETELY BEFORE INSTALLING

- A. This tile has been inspected and conforms to accepted commercial standards of variation in shade and decoration. CHECK STENCILLED NUMBERS ON CARTONS TO MAKE SURE RUNS AND SHADES ARE NOT MIXED BEFORE YOU INSTALL THE TILE.
- B. Tile and floor should be kept at normal room temperature (70°F.) for 24 hours before, during and for 24 hours after installation.

SUBFLOORS

- C. Can be installed over concrete above, on and below grade, or properly prepared wood subfloors.

OVER WOOD SUBFLOORS, there must be a minimum of two feet above ground with good ventilation. Wood subfloors must be firm, smooth and without springiness. Replace badly worn boards. Replace loose boards with 1 1/4" or longer flat head drive screw nails. All nails should be driven flush. Single layer subfloors less than 3/4" thick or double layer subfloors with top boards over 3 1/2" wide should be covered with at least 1/2" plywood APA grade marked UNDERLAYMENT. Do not use flooring left over plywood. Particle board is not a satisfactory underlayment.

OVER CONCRETE, must be dry, smooth, clean and level. Fill holes and cracks with FLINTKOTE latex underlayment.

OVER PAINT, do not install tile over painted floor in contact with the earth (such as in basements or ground floors in basementless homes). All right on other subfloors if paint is tightly bonded, not blistered or peeling.

OVER OLD FLOOR COVERINGS, can use over asphalt tile, vinyl-asbestos tile, old linoleum and other tiles if they are down flat and tight with all wax or coatings thoroughly removed. However, old linoleum or tiles other than asphalt or vinyl-asbestos should be removed if on subfloors in contact with the earth. If you are having problems with your present floor covering, don't expect to solve them merely by adding another layer of tile. If the old floor covering is too soft, it could cause indentation troubles. If old tile is textured, the embossed design can, in time, show through. Do not install over cushioned sheet flooring.

WARNING

DO NOT SAND EXISTING RESILIENT FLOORING, BACKING, OR LINING FELT. THESE PRODUCTS MAY CONTAIN ASBESTOS FIBERS THAT ARE NOT READILY IDENTIFIABLE. INHALATION OF ASBESTOS DUST MAY CAUSE ASBESTOSIS OR OTHER SERIOUS BODILY HARM.

IMPORTANT INSTALLATION INSTRUCTIONS

- D. Tiles should be installed with the design or decoration at right angles in adjacent tiles to provide a uniform appearance over the whole area. In most designs the direction is obvious. In some less obvious designs, arrows were printed on the back of the tile, all in the machine directions. Lay these with arrows of adjacent tiles at right angles to each other.

In some embossed designs the tiles are cut in mortar lines, between bricks or stones, or within boards. A natural hand crafted look was built into the designs by making mortar lines and boards not all mechanically uniform or straight so that the lines of adjacent tiles do not match precisely. However, if you prefer it, you may be able to match the lines in adjacent tiles more closely by rotating a tile 180°.

In other embossed designs with narrow lines, generally not straight, between small stones or boards, the lines are completely random within the tiles and between adjacent tiles so that the mortar lines are not intended to match in adjacent tiles.

All designs, embossed or smooth, should be laid with the grain or arrows at right angles in adjacent tiles.

NEW FLOOR CARE

- E. Allow 48 hours after installation for tile to lie flat and seat itself. Keep loose dirt swept or vacuumed up during that time and clean spots with damp cloth. Then wash the floor thoroughly using FLINTKOTE Floor Cleaner or another mild cleaner. Rinse. Do not flood the floor. When clean and dry apply two thin coats (allow first to dry before applying second coat) of FLINTKOTE Floor Finish or a comparable non-yellowing finish designed for vinyl asbestos floor tile. Besides adding luster, EARLY WAXING IS IMPORTANT to protect the coloring in the embossed areas and to add resistance to scuffing and stains. This is most helpful on dark colors, which show scuffs more readily, as do natural brick and stone. Vigorous rubbing with steel wool, harsh cleaners and abrasives can damage tile, especially the embossed coloring and dark colored surfaces. For stubborn spots, use cloth and mild household cleaner.

- F. Protect your floor with proper furniture glides, casters, and rests. Resilient floors, like reinforced vinyl tile, should be protected from the direct rays of the sun at all times to prevent shrinkage.

**RECOMMENDED
WORK PROCEDURES
FOR RESILIENT
FLOOR COVERINGS**

EXHIBIT

I

WARNING
 Do Not Sand Existing Resilient Flooring, Backing, Or Lining Felt. These Products May Contain Asbestos Fibers That Are Not Readily Identifiable. Sanding Of Asbestos Containing Material Can Place Fine Particles Of Asbestos In The Air. These Asbestos Particles If Inhaled May Cause Serious Bodily Harm. Smoking Greatly Increases The Risk Of Serious Bodily Harm.

RECOMMENDED WORK PROCEDURES FOR RESILIENT FLOOR COVERINGS

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IMPORTANT INFORMATION FOR INSTALLERS OF RESILIENT FLOOR COVERINGS

Introduction

The member companies of the RESILIENT FLOOR COVERING INSTITUTE are manufacturers of the following forms of resilient floor coverings which may contain some asbestos:

1. Sheet Vinyl
2. Vinyl Asbestos Tile
3. Asphalt Tile

WHY ASBESTOS IN RESILIENT FLOOR COVERINGS?

Asbestos fibers have been used in the manufacture of resilient floor covering products for more than 30 years. Asbestos fibers are used to provide durability to tile products. In addition, asbestos fibers in sheet vinyl backings permit these products to be installed on all grade levels. The presence of "locked-in" asbestos fibers in resilient floor coverings provides the versatility and economy which they have been noted throughout the years.

WHAT ABOUT ASBESTOS?

In the past decade much attention has been focused on the relationship between exposure to asbestos fibers and respiratory ailments. It has been determined that inhalation of free airborne asbestos fibers may be injurious to health. However, the asbestos fibers contained in the above types of resilient floor coverings are not free, but are firmly encapsulated or locked-in the product during the manufacturing process. Asbestos contained therein will not become airborne during the lifetime of the product when these products are used and maintained as recommended by the manufacturer.

"See 'Monitoring for Airborne Asbestos Fibers: Vinyl Asbestos Floor Tile' and 'Monitoring for Airborne Asbestos Fibers: Sheet Vinyl Floor Covering,' reports prepared by EIC International, 1978-79. (Available on request from the Resilient Floor Covering Institute, 2030 15th Street, NW - Suite 200, Washington, D.C. 20005).

It is essential that certain precautions be observed, however, when installing a resilient floor covering or when preparing or removing an existing resilient floor covering. It is the purpose of this Work Procedures Manual to provide those precautionary steps necessary to assure the safest way to accomplish the work involved.

Recommended Work Procedures

PREPARATION OF FLOORS WITH EXISTING RESILIENT FLOOR COVERINGS TO RECEIVE NEW RESILIENT FLOOR COVERINGS

Follow the installation instructions published by the manufacturer of the new floor covering when a new resilient sheet or tile floor covering is to be installed on a surface presently covered with a resilient floor covering. These instructions will tell you what must be done to the existing surface before the new resilient floor covering can be installed.

Of the four general procedures listed below, Items 1 and 2 are covered by manufacturers' instructions; Items 3 and 4 are covered specifically in this Work Procedures Manual*:

Resilient Floor Covering Installed Over....

1. *The Existing Surface.* Follow the manufacturer's instructions for removing wax, filling in low spots, etc. Use wet scrubbing. Never sand an existing resilient floor covering.
2. *New Underlayment.* Install panels on top of the existing surface (wood subfloors only) and apply new floor covering directly over this. Follow the manufacturer's instructions.
3. *Partially Removed Existing Adhered Sheet Vinyl Floor Covering.* See instructions below under heading "Partial Removal of Existing Adhered Sheet Vinyl Floor Covering," page 8.
4. *Completely Removed Existing Resilient Floor Covering*
(a) *Sheet Vinyl*—See instructions below:

*In case of other variations, the manufacturer's instructions should be followed.

1. "Complete Removal of an Unadhered (Loose-Lay) or Peripherally Adhered Sheet Vinyl Floor Covering," page 6.
2. "Complete Removal of an Existing Adhered Sheet Vinyl Floor Covering," page 11.
- (b) *Tile*—See instructions under heading "Complete Removal of an Existing Resilient Tile Floor Covering," page 14.

SHEET VINYL FLOOR COVERING

Preparation of Floors With Existing Sheet Vinyl Floor Covering to Receive a New Resilient Floor Covering.

Sheet vinyl floor covering is installed in several ways:

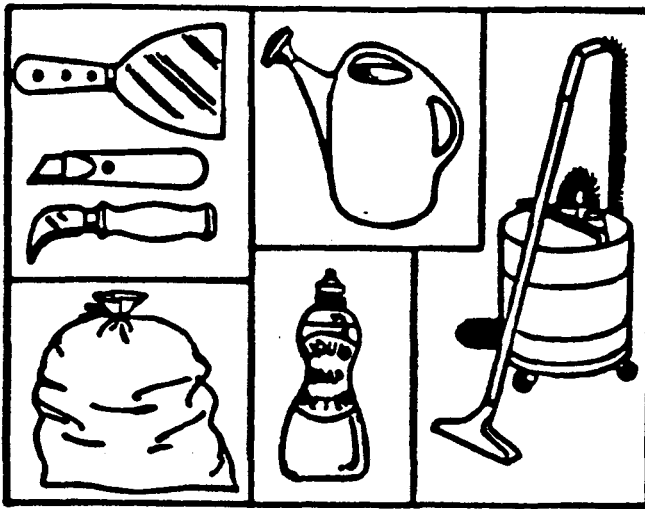
1. Unadhered or Loose-Lay.
2. Adhered or Cemented.
3. Peripherally adhered.

Some resilient floor covering can be installed over existing resilient sheet vinyl floor covering under certain conditions. Be sure to follow the floor covering manufacturer's instructions, regarding the conditions and floor preparation required.

If partial or complete removal of the existing sheet vinyl floor covering is required, the following instructions are to be followed:

Supplies and Tools (refer Sketch 1.)

1. Broad, stiff-bladed wall scraper, or floor scraper.
2. Utility or hook knife.
3. Tank type vacuum cleaner with disposable dust bag and metal floor tool (no brush).
4. Large size heavy duty impermeable trash bags (or closed impermeable containers) with ties, tapes, or string to tie shut, and tags for labeling.
5. Hand sprayer or sprinkling can.
6. Liquid dishwashing detergent or liquid wallpaper remover mixed with water to make a dilute solution (1 oz. liquid in one gallon of water).



Sketch 1. Tools and supplies for sheet removal.

Special Precautions

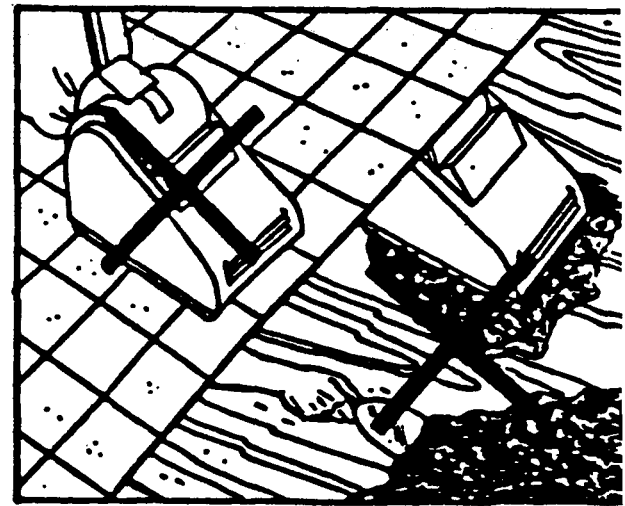


Sketch 2. Never dry sweep. If unavoidable, use water or other suppressant.

Special Precautions (Continued)

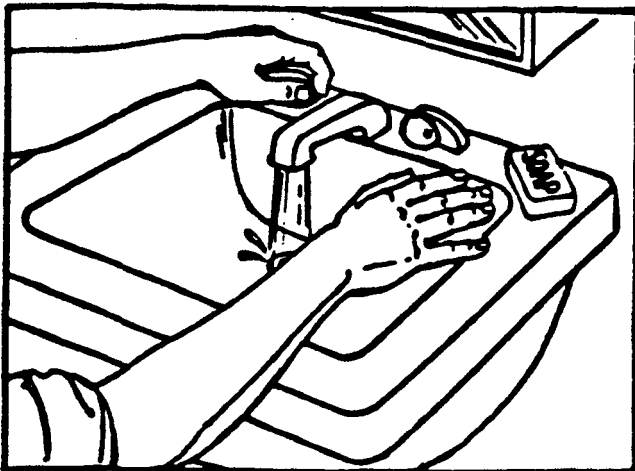


Sketch 3. Never dry scrape adjacent areas of floor covering.



Sketch 4. Never sand an existing floor covering; use sand or dry sweep residual.

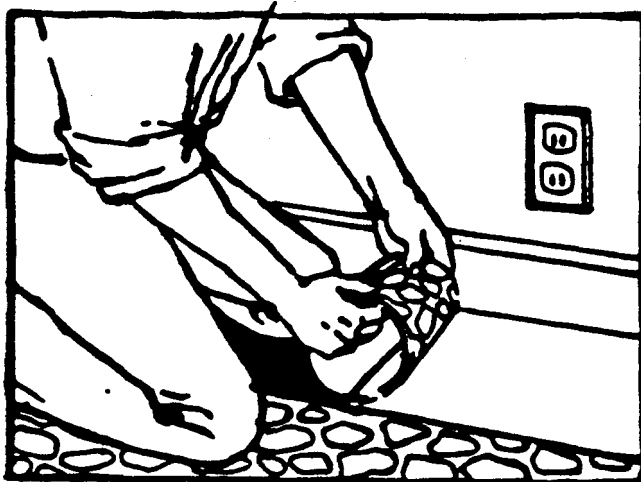
Special Precautions (Continued)



Sketch 5. Wash hands before eating and at the end of the work day.

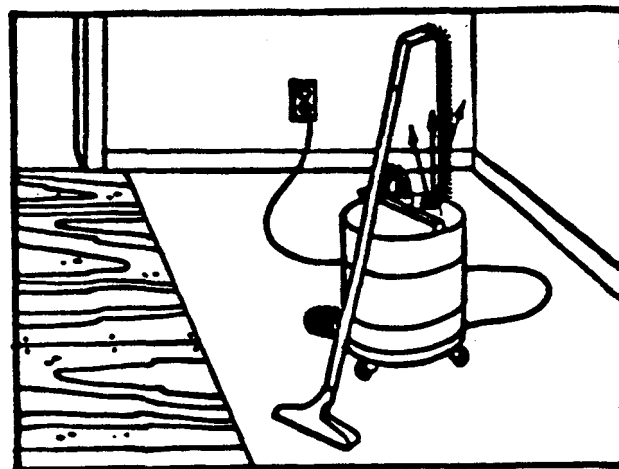
Complete Removal of an Unadhered (Loose-Lay) or Peripherally Adhered Sheet Vinyl Floor Covering.

- a. Remove any binding strips or other restrictive moldings from doorways, walls, etc.
- b. Cut a strip the length of the floor and about 18" wide along one wall. Remove this strip, gently turn it over and roll face out into a tight roll (see Sketch 6). Tie or tape securely so it will not unroll. Place it in a heavy duty impermeable trash bag, or closed impermeable container big enough to accommodate several rolls, for disposal.



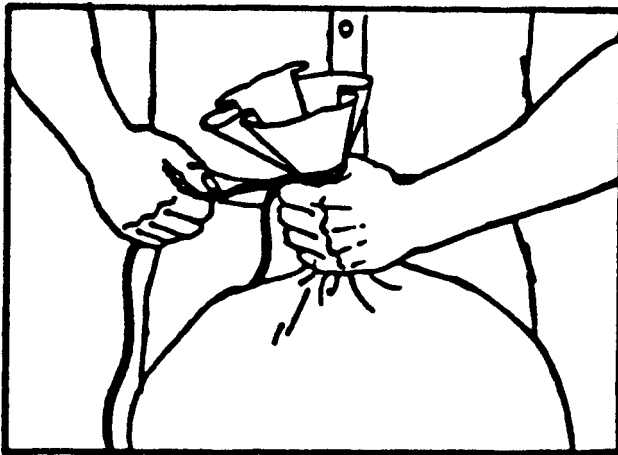
Sketch 6. When removing cut strips, roll face out into a tight roll.

- c. Clean the exposed floor with a vacuum cleaner positioned so that exhaust air does not blow over the unclean area (see Sketch 7). **DO NOT DRY SWEEP. IF UNAVOIDABLE, USE WATER OR OTHER DUST SUPPRESSANTS.**
- d. Repeat the above, cutting, removing, rolling, disposing of one strip at a time and cleaning the newly exposed area immediately until the whole floor covering has been removed and the whole floor vacuumed clean.



Sketch 7. Position vacuum so that exhaust air does not blow over unclean area.

- e. If seams or door openings have been adhered with double faced tape, remove the tape and place in the heavy duty impermeable trash bag or closed impermeable container.
- f. If any floor covering areas have been adhered with adhesive and remain stuck to the floor, they should be removed by the wet scraping method explained on page 10. **DO NOT DRY SCRAPE OR SAND.**
- g. Carefully remove the dust bag from the cleaner and place it in the trash bag.
- h. Close and seal the trash bags tightly for disposal (see Sketch 8). Identify contents with a label stating—"Caution—Contains Asbestos—Dispose in an approved land fill only."



Sketch 8. Seal trash bags securely for disposal.

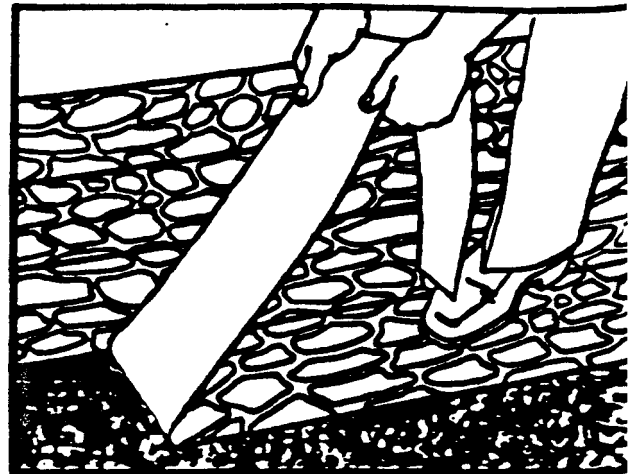
- i. Install the new resilient floor covering according to the manufacturer's instructions.

Partial Removal of Existing Adhered Sheet Vinyl Floor Covering.

Most felt backed sheet floor coverings can be separated in the backing or felt layer. The felt left on the floor presents a smooth surface on which some new sheet floor coverings can be installed directly. Be sure to follow the manufacturer's instructions. Use the following procedure to partially remove the existing adhered floor covering.

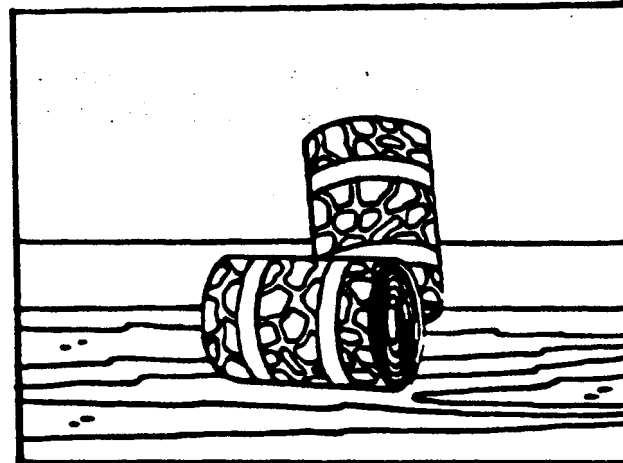
Reminder: Never Sand an Existing Floor Covering

- a. Remove any binding strips or other restrictive moldings from doorways walls, etc.
- b. Make a series of parallel cuts 4 to 8 inches apart through the top layers and about halfway through the backing, parallel to the wall.
- c. Start at the end of the room farthest from the entrance door and pry up the corner of a strip, separating the backing layer. Pull the top layer back upon itself slowly and evenly at the angle that permits the best separation, and half the backing and the top layers will pull free (see Sketch 9). After it is removed, roll up the strip face out into a tight roll. Tie or tape securely (see Sketch 10) and place in the heavy duty impermeable trash bag or closed impermeable container for disposal.



Sketch 9. Separating top layer from backing.

- d. Each succeeding strip should be removed in the above manner. Avoid walking on the exposed felt; remove as much as possible. Roll up each strip as it is removed and place it in the trash bag or closed container. Close full bags tightly and seal securely for disposal. Identify with a label stating "Caution—contains asbestos. Dispose in an approved land fill only."



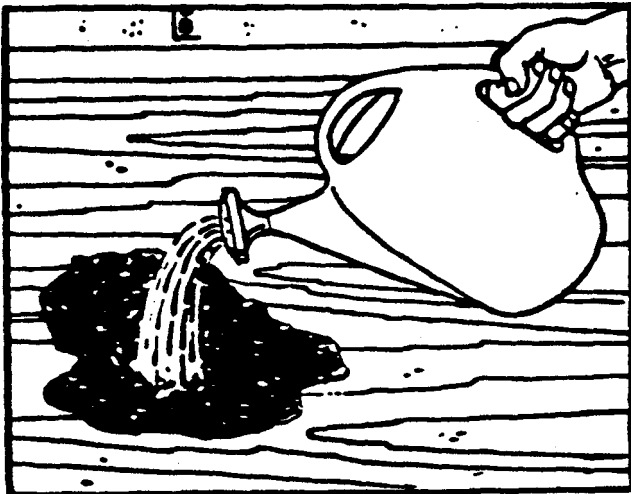
Sketch 10. Rolled up strips must be tied or taped securely.

- e. Occasionally, parts of the top layers will stick to the backing. This can often be eliminated by peeling from the opposite direction. The stiff-bladed scraper will help in stubborn areas.
- f. Any high spots of felt on the floor can be levelled by wet scraping.

Reminder: Never Sand or Dry Scrape Residual Felt

Wet scraping is done as follows:

1. Pour the detergent solution into the sprayer or sprinkling can.
2. Thoroughly wet the high felt spot with this solution. Wait a few minutes to allow the solution to soak into the felt (see Sketch 11 below).



Sketch 11. Thoroughly wet dry felt before removal.

3. Use the stiff-bladed scraper to remove the excess felt (see Sketch 12). If felt dries out, or dry felt is exposed during scraping, re-wet with more solution.



Sketch 12. After wetting felt, use stiff-bladed scraper to remove.

4. Pick up the larger pieces by hand and place in the trash bag immediately.

- g. Non-adhered felt left on the floor can be cut open and re-adhered to the floor with adhesive.
- h. If small areas of backing pull free from the floor, the depression should be filled with latex patching compound, as recommended by the floor covering manufacturer.
- i. Clean the floor with the vacuum cleaner using the metal floor tool. **DO NOT DRY SWEEP WITH A BROOM.** Position the vacuum cleaner so that discharge air does not blow on the felt. Carefully remove the dust bag from the cleaner immediately and place in a heavy duty impermeable trash bag or closed impermeable container.
- j. Close and seal trash bags tightly for disposal. Identify contents with a label: "Caution—contains asbestos. Dispose in an approved land fill only."
- k. Do not walk over the felt unnecessarily, as this might scuff the felt and raise dust.
- l. Install the new resilient floor covering immediately, following the manufacturer's instructions.

Complete Removal of an Existing Adhered Sheet Vinyl Floor Covering.

If complete removal is required, follow these instructions:

Reminder: Never Sand an Existing Floor Covering

- a. Remove any binding strips or other restrictive moldings from doorways, walls, etc.
- b. Make a series of parallel cuts 4 to 8 inches apart, parallel to a wall.
- c. Start at the end of the room farthest from the entrance door, and pry up the corner of the first strip, separating the backing layer. Pull the top layer back upon itself slowly and evenly at an angle that permits the best separation and most of the backing and top layers will pull free (see Sketch 9). Remove this strip, gently turn it over and roll face out into a tight roll. Tie or tape securely (see Sketch 10) and place in a heavy duty impermeable trash bag or closed impermeable container for disposal.

- d. Repeat the above on the next two strips but do not remove anymore than a total of three strips at this time.
- e. Remove the felt remaining on the floor in the stripped area by wet scraping.

Reminder: Never Sand or Dry Scrape Residual Felt

Wet scraping is done as follows:

1. Pour the detergent solution into the sprayer or sprinkling can.
2. Thoroughly wet the residual felt with this solution. Wait a few minutes to allow the solution to soak into the felt (see Sketch 11).
3. Stand on the remaining floor covering (not the felt) and use the stiff-bladed scraper to scrape up the wet felt (see Sketch 13 below).



Sketch 13. Stand on the remaining floor covering, not the felt, during felt removal.

Reminder: Do Not Scrape Dry Felt

Re-wet the felt if it dries out or if dry felt is exposed during scraping. Pick up the scrapings as they are removed from the floor and place in a heavy duty impermeable trash bag or closed impermeable container. Scrape all felt from this floor area before proceeding further.

4. Repeat the above on the next series of strips. Do only one three-strip area at a time. Stand on the remaining floor covering or clean floor (do not stand on the felt) to scrape up the felt.
5. Repeat this operation until the felt has been removed from the whole floor. Close full bags tightly, and seal securely for disposal. Identify with a label stating "Caution—Contains Asbestos. Dispose in an approved land fill only."
- f. When the whole floor has been cleaned free of felt, let it dry and vacuum up any dirt using the vacuum cleaner with the metal floor tool. Stand only in vacuumed areas as you proceed across the floor.

Reminder: Do Not Dry Sweep.

Position the vacuum cleaner so that the discharge air does not blow on the floor being cleaned.

- g. Carefully remove the dust bag from the cleaner and place in a heavy duty impermeable trash bag or closed impermeable container for later disposal.
- h. When the floor is dry, it is ready to have a new resilient floor covering installed. Follow the floor covering manufacturer's instructions.

RESILIENT TILE FLOOR COVERING

Preparation of Floors With Existing Resilient Tiles to Receive New Resilient Floor Covering.

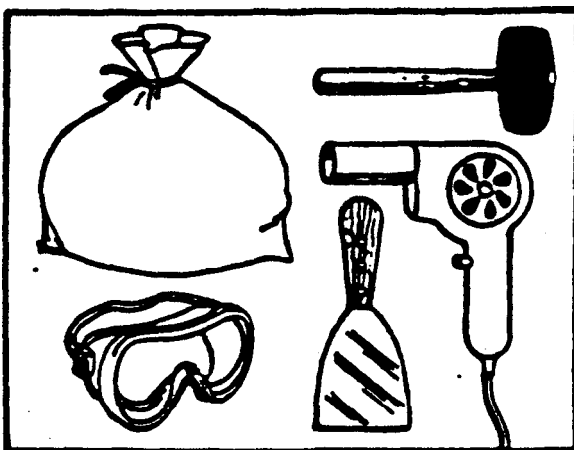
Some resilient floor coverings can be installed over existing resilient tile installations. Follow the installation instructions published by the manufacturer of the new floor covering when a new resilient floor covering is to be installed on a surface presently covered with a resilient floor covering. These instructions will tell you what must be done to the existing surface before the new resilient floor covering can be installed.

Caution: Never Sand an Existing Tile Installation (see Sketch 4).

Complete Removal of Existing Resilient Tile Floor Covering.

Supplies and Tools (refer Sketch 14)

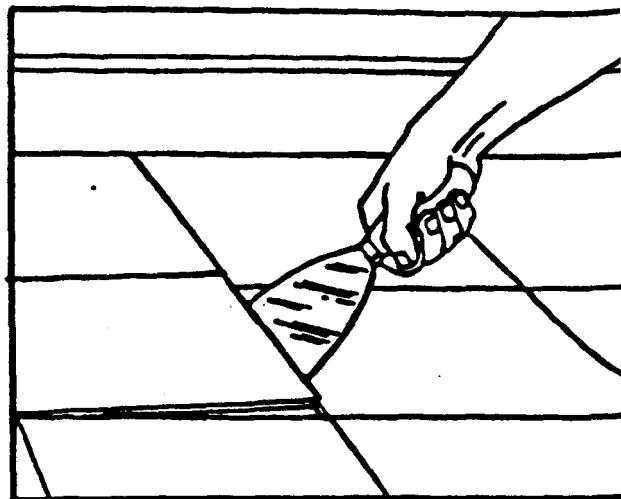
1. Heavy duty wall scraper with approximately 4" blade and 6" to 8" handle.
2. Hammer
3. Commercial type hand held hot air blower.
4. Heavy duty impermeable trash bags (or closed impermeable containers), ties and labels.



Sketch 14. Tools and supplies for tile removal.

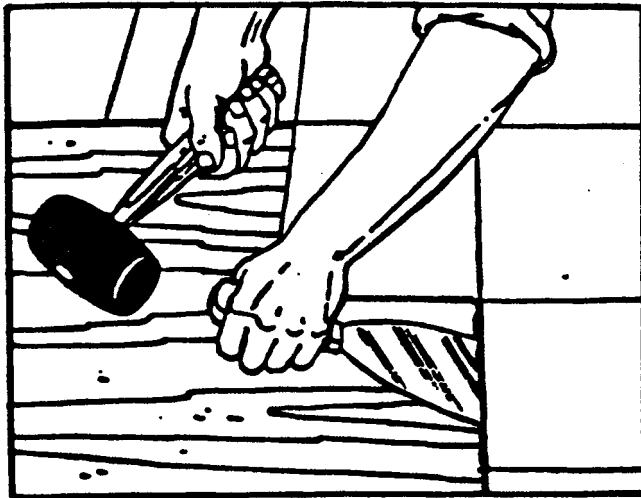
Removal Procedure

- a. Those areas normally exposed to heavy foot traffic patterns usually have tiles adhered the tightest. As a matter of good practice in starting the tile removal, those sections which receive least traffic should be the locations selected for starting the removal of the tile. Since tiles are normally in a 9" x 9" or 12" x 12" dimension, it should be the goal to remove individual tiles as a complete unit.
- b. Start the removal by carefully wedging the wall scraper in the seam of two adjoining tiles and gradually forcing the edge of one of the tiles up and away from the floor (see Sketch 15). Do not break off pieces of the tile but continue to force the balance of the tile up by working the scraper beneath the tile and exerting both a forward pressure and a twisting action on the blade to promote release of the tile from the adhesive and the floor.



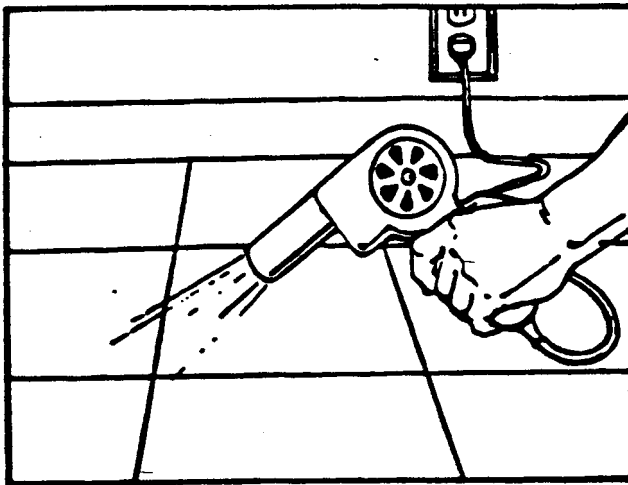
Sketch 15. Wedge the scraper in the seam of two adjoining tiles and gradually force tile upward.

- c. When the first tile is removed place it, without breaking it into smaller pieces, in the heavy duty impermeable trash bag or closed impermeable container which will be used for disposal.
- d. With the removal of the first tile accessibility of other tiles is improved. Force the wall scraper under the exposed edge of another tile and continue to exert a prying twisting force to the scraper as it is moved under the tile until the tile releases from the floor. Again, dispose of the tile, and succeeding tiles by placing in the heavy duty bag or closed container without additional breaking.
- e. Some tiles will release quite easily while others require varying degrees of force. Where the adhesive is spread heavily or is quite hard, it may prove easier to force the scraper through the tightly adhered areas by striking the scraper handle with a hammer using blows of moderate force while maintaining the scraper at a 25° to 30° angle to the floor (see Sketch 16). Caution: Use safety goggles.



Sketch 16. Difficult tile removal can often be accomplished by striking the scraper handle with a hammer or mallet as shown.

- f. If some areas are encountered where even the technique detailed in the previous paragraph proves to be inadequate, the removal procedure can be simplified by thoroughly heating the tile(s) with a hot air blower until the heat penetrates through the tile and softens the adhesive. **NOTE:** Handle the hot air blower carefully to avoid personal burns (see Sketch 17 below).

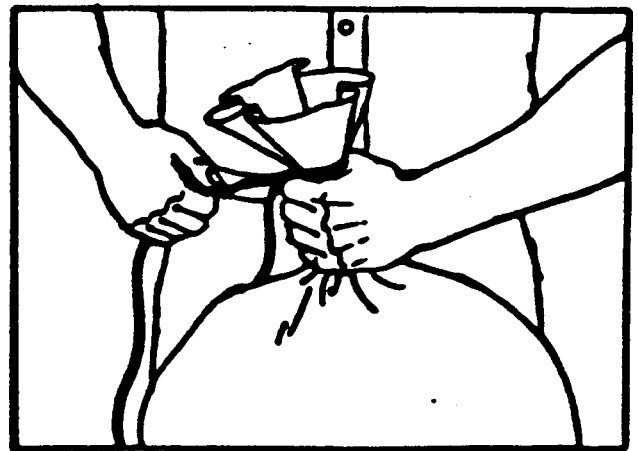


Sketch 17. In very difficult areas, using a hot air blower can simplify tile removal.

- g. As small areas of subfloor are cleared of tile the adhesive remaining on the floor must be scraped up with the 4" hand scraper until only a thin smooth film remains. In those areas where deposits are heavy or difficult to scrape the removal can be expedited by heating with the hot air blower prior to scraping. Deposit scrapings in a heavy duty impermeable trash bag or closed impermeable container.

- h. As indicated in previous paragraphs, tiles should be placed immediately in a heavy duty impermeable trash bag or closed impermeable container. Do not attempt to break tiles after they are in the bag.

- i. When all tiles have been removed from the floor and placed in heavy duty bags or closed containers, seal the bags securely for disposal (see Sketch 18 below) and mark: "Caution—Contains Asbestos—Dispose in an approved land fill only."



Sketch 18. Seal trash bags securely for disposal.

WARNING

Do Not Sand Existing Resilient Flooring, Backing, Or Lining Felt. These Products May Contain Asbestos Fibers That Are Not Readily Identifiable. Sanding Of Asbestos Containing Material Can Place Fine Particles Of Asbestos In The Air. These Asbestos Particles If Inhaled May Cause Serious Bodily Harm. Smoking Greatly Increases The Risk Of Serious Bodily Harm.

1 (PROOF OF SERVICE BY MAIL -- 1013a, 2015.5 C.C.P.)

2 STATE OF CALIFORNIA)
3) ss.
4 COUNTY OF LOS ANGELES)

5 I am employed in the aforesaid county; I am over the age of
6 eighteen years and not a party to the within entitled action; my
7 business address is: 600 South Lake Avenue, Second Floor,
Pasadena, California 91106-3955.

8 On July 10, 1997, I served the within: RESPONSES TO PLAINTIFF'S
9 STANDARD INTERROGATORIES

10 on the interested parties in said action,

11 X by placing true copies thereof enclosed in a sealed envelope
12 addressed as stated on the attached mailing list:

13 ___ by placing ___ the original ___ a true copy thereof
14 enclosed, in sealed envelopes addressed as follows:

15 X I caused such envelope to be deposited in the mail at
16 Pasadena, California. The envelope was mailed with postage
thereon fully prepaid.

17 Executed on July 10, 1997, at Pasadena, California.

18 X (State) I declare under penalty of perjury under the laws
19 of the State of California that the above is true and correct.

20 ___ (Federal) I declare that I am employed in the office of a
21 member of the bar of this court at whose direction the service
was made.

22 
23 SOCORRO M. MERCADO

24 91.92000

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2 MR. BRUCE L. AHNFELDT
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10
11 CASEY, GERRY, CASEY, WESTBROOK, REED
12 & SCHENK
13 110 LAUREL STREET
14 SAN DIEGO, CALIFORNIA 92101
15
16 LAW OFFICES OF JACK K. CLAPPER
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18 SAUSALITO, CALIFORNIA 94965
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30 SUITE 220-C
31 SAN FRANCISCO, CA 94109
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33 KAZAN, McCLAIN, EDISES, SIMON & ABRAMS
34 171 TWELFTH STREET, SUITE 300
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37 LAW OFFICES OF J. KENNETH LYNCH
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42 ONE DANIEL BURNHAM COURT
43 SUITE 220-C
44 SAN FRANCISCO, CALIFORNIA 94109
45
46 WARTNICK, CHABER, HAROWITZ, SMITH
47 & TIGERMAN
48 101 CALIFORNIA STREET, SUITE 2200
49 SAN FRANCISCO, CALIFORNIA 94111
50
51 ADAMS, NYE, SINUNU & WALKER
52 633 BATTERY STREET, 5th FLOOR
53 SAN FRANCISCO, CA 94111

- 1 ANDERSON & BONNIFIELD
1320 WILLOW PASS ROAD, SUITE 500
- 2 CONCORD, CA 94520
- 3 ANDERSON, GALLOWAY & LUCCHESI
1676 NORTH CALIFORNIA BLVD.
- 4 SUITE 500
WALNUT CREEK, CA 94596
- 5
- 6 ANDERSON, HERR & ZAPALA
84 WEST SANTA CLARA STREET
SUITE 580
- 7 SAN JOSE, CA 95113
- 8 ARCHER, McCOMAS, BRESLIN, McMAHON
& CRITTON
- 9 2033 NO. MAIN STREET, SUITE 800
P.O. BOX 8035
- 10 WALNUT CREEK, CA 94596
- 11 ARNELLE, HASTIE, McGEE, WILLIS & GREENE
ONE MARKET, STEUART STREET TOWER
- 12 9TH FLOOR
SAN FRANCISCO, CA 94105-1310
- 13
- 14 ARTER & HADDEN
700 SOUTH FLOWER STREET, 30th FLOOR
LOS ANGELES, CA 90017
- 15
- 16 BARGER & WOLEN
101 CALIFORNIA STREET, SUITE 4725
SAN FRANCISCO, CA 94111-5848
- 17
- 18 BECHERER, BEERS, MURPHY, KANNETT
& SCHWEITZER
2200 POWELL STREET, SUITE 805
- 19 EMERYVILLE, CA 94608
- 20 LAW OFFICES OF SUSAN L. BENNETT
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- 22 BENNETT & ROWLAND
ONE EMBARCADERO CENTER
- 23 SUITE 750
SAN FRANCISCO, CA 94111
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- 25 BENNETT, SAMUELSEN, REYNOLDS & ALLARD
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OAKLAND, CA 94612-2940
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- 27 BERRY & BERRY
STATION D, P.O. BOX 70250
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- 28 OAKLAND, CA 94612-0250

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1350 I STREET N.W., SUITE 700
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275 BATTERY STREET, 12TH FLOOR
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483 NINTH STREET
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& PEDERSON
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- 9
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- 14 BORTON, PETRINI & CONRON
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SAN FRANCISCO, CA 94104
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- 16 BOUGHEY, GARVIE & BUSHNER
ONE POST ST., SUITE 2400
SAN FRANCISCO, CA 94104
- 17
- 18 BOWLES & VERNA
2121 N. CALIFORNIA BLVD.
SUITE 875, BOX 8180
- 19 WALNUT CREEK, CA 94596
- 20
- 21 BOWMAN & BROOKE
19191 SOUTH VERMONT AVENUE
SUITE 1000
TORRANCE, CA 90502
- 22
- 23 BRADLEY, CURLEY & ASIANO
150 SPEAR STREET, 12TH FLOOR
SAN FRANCISCO, CA 94105-1535
- 24
- 25 BRANSON, FITZGERALD & HOWARD
643 BAIR OSLAND RD., SUITE 400
POST OFFICE BOX 2189
- 26 REDWOOD CITY, CA 94064-2189
- 27
- 28 BROBECK, PHLEGER & HARRISON
ONE MARKET PLAZA, SPEAR STREET TOWER
SAN FRANCISCO, CA 94105

- 1 BRONSON, BRONSON & McKINNON
505 MONTGOMERY STREET
- 2 SAN FRANCISCO, CA 94111
- 3 BROWN & BROWN
399 BRADFORD ST., SUITE 200
- 4 REDWOOD CITY, CA 94063
- 5 BROWNE & WOODS LLP
450 NORTH ROXBURY DR., 7TH FLOOR
- 6 BEVERLY HILLS, CA 90210-4231
- 7 BRYAN CAVE LLP
777 SOUTH FIGUEROA ST., SUITE 2700
- 8 LOS ANGELES, CA 90017-5418
- 9 BULLIVANT, HOUSER, BAILEY, PENDERGRASS
& HOFFMAN
- 10 11335 GOLD EXPRESS DR., SUITE 105
GOLD RIVER, CA 95670-4491
- 11 CAPPS, STAPLES, WARD, HASTINGS & DODSON
- 12 1777 BOTELHO DR., SUITE 100
WALNUT CREEK, CA 94596
- 13 CARR, MUSSMAN & HARVEY
- 14 THREE EMBARCADERO CENTER
SUITE 1060
- 15 SAN FRANCISCO, CA 94111
- 16 CARROLL, BURDICK & MCDONOUGH
44 MONTGOMERY ST., SUITE 400
- 17 SAN FRANCISCO, CA 94104
- 18 CASWELL, BELL, HILLISON, BURNSIDE & GREER
5200 N. PALM AVENUE
- 19 FRESNO, CA 93704-2228
- 20 CLAPP, MORONEY, BELLAGAMBA, DAVIS
& VUVINICH
- 21 4400 BOHANNON DRIVE, SUITE 100
MENLO PARK, CA 94025
- 22 CLEMENT, FITZPATRICK & KENWORTHY
- 23 333 MENDOCINO AVENUE
SANTA ROSA, CA 95402
- 24 CONNOR & BISHOP
- 25 870 MARKET STREET, SUITE 600
SAN FRANCISCO, CA 94102
- 26 COOPER, WHITE & COOPER
- 27 201 CALIFORNIA STREET, 17TH FLOOR
SAN FRANCISCO, CA 94111
- 28

- 1 CROSBY, HEAFY, ROACH & MAY
1999 HARRISON STREET
- 2 OAKLAND, CA 94612
- 3 CULLOM & BURLAND
550 CALIFORNIA STREET, SUITE 700
- 4 SAN FRANCISCO, CA 94104
- 5 CUMMINS & WHITE, LLP
865 S. FIGUEROA ST., 24TH FLOOR
- 6 LOS ANGELES, CA 90017-2566
- 7 CYRIL & COWLEY
456 MONTGOMERY ST., 17TH FLOOR
- 8 SAN FRANCISCO, CA 94104
- 9 DANAHER, TEDFORD, LAGNESE & NEAL
700 CAPITOL PLACE, 21 OAK STREET
- 10 HARTFORD, CT 06106-8000
- 11 DANIELS, BARATTA & FINE
1801 CENTURY PARK EAST, 9TH FLOOR
- 12 LOS ANGELES, CA 90067
- 13 DAVIDOVITZ & YARON
111 PINE STREET, 12TH FLOOR
- 14 SAN FRANCISCO, CA 94111-5614
- 15 DEWEY BALLANTINE
333 SOUTH HOPE STREET
- 16 LOS ANGELES, CA 90071
- 17 DICKSON, CARLSON & CAMPILLO
120 BROADWAY, SUITE 300
- 18 SANTA MONICA, CA 90401
- 19 DILLINGHAM & MURPHY
225 BUSH STREET, 6TH FLOOR
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- 26 DRATH, CRIFFORD, MURPHY, WENNERHOLM
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- 27 44 MONTGOMERY ST., SUITE 1500
- 28 SAN FRANCISCO, CA 94104

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SAN FRANCISCO, CA 94111
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641 FULTON AVE., SECOND FLOOR
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2710 GATEWAY OAKS DRIVE, SUITE 300 SOUTH
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- 16 SUITE 900
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- 19 JACKSON, TUFTS, COLE & BLACK
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- 23 JAFFE, TRUTANICH, SCATENA & BLUM
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- 13 KAUFMAN & LOGAN
14 111 PINE ST, SUITE 1300
15 SAN FRANCISCO, CA 94111
- 16 KEESAL, YOUNG & LOGAN
17 FOUR EMBARCADERO CENTER, SUITE 1500
18 SAN FRANCISCO, CA 94111
- 19 KELLY, COX, WOOTTON, GRIFFIN,
20 GILL & SHERBOURNE
21 ONE MARKET PLAZA, SPEAR STREET TOWER
22 SUITE 1600
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- 24 KENNEY & MARKOWITZ
25 TWO EMBARCADERO CENTER, SUITE 470
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- 27 KINSELLA, BOESCH, FUJIKAWA & TOWLE
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- KLINEDINST, FLIEHMAN & MCKILLOP
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- KNOX RICKSEN
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- 3 LaFOLLETTE, JOHNSON, DE HAAS, FESLER
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- 14 LE BOUEF, LAMB, GREENE & MACRAE
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- 16 LELAND, PARACHINI, STEINBERG, FLINN,
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SAN FRANCISCO, CA 94105-2171
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- 23 LOS ANGELES, CA 90010
- 24 LONG & LEVITT
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- 26 LOSSING & ELSTON
100 FIRST ST., 25TH FLOOR
- 27 SAN FRANCISCO, CA 94105
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601 CALIFORNIA STREET
2 SAN FRANCISCO, CA 94108

3 LUCE, FORWARD, HAMILTON & SCRIPPS LLP
121 SPEAR ST., SUITE 200
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5 LYNCH, GILARDI & GRUMMER
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11 MALEK & MALEK
100 SPEAR ST., SUITE 1800
12 SAN FRANCISCO, CA 94105

13 MARRON, REID & SHEEHY
601 CALIFORNIA ST., SUITE 1200
14 SAN FRANCISCO, CA 94108

15 MASON & THOMAS
2151 RIVER PLAZA DR., SUITE 100
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20 SAN FRANCISCO, CA 94105

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222 SOUTH 15TH STREET, SUITE 1400
22 OMAHA, NE 68101

23 MCINERNEY & DILLON
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- 3 MENDES & MOUNT
725 S. FIGUEROA ST., 19TH FLOOR
- 4 LOS ANGELES, CA 90017
- 5 MILLER, MORTON, CAILLAT & NEVIS
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- 7 MISCIAGNA & COLOMBATTO
27 MAIDEN LANE, 4TH FLOOR
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- 9 MITCHELL, SILBERBERG & KNUPP
11377 WEST OLYMPIC BOULEVARD
- 10 LOS ANGELES, CA 90064-1683
- 11 MOORE & ASSOCIATES
ONE EMBARCADERO CENTER, SUITE 1200
- 12 SAN FRANCISCO, CA 94111
- 13 MORGENSTEIN & JUBELIRER
ONE MARKET PLAZA, SPEAR STREET TOWER
- 14 32ND FLOOR
SAN FRANCISCO, CA 94105
- 15 MORTON & LACY
THREE EMBARCADERO CENTER, SUITE 2280
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- 17 MULLEN & FILIPPI
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8001 FOLSOM BLVD., SUITE 200
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101 HOWARD ST., 5TH FLOOR
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- 3 OGDIE & ARMSTRONG
ONE KAISER PLAZA, SUITE 825
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400 SANSOME STREET
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- 7 OTIS & HOGAN
ONE MARITIME PLAZA, SUITE 1600
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- 11 PAETZOLD, WHITE & BRODSKY
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- 13 PAUL, HASTINGS, JANOFSKY & WALKER LLP
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595 MARKET ST., 16TH FLOOR
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369 PINE ST., SUITE 800
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- 4 SUITE 2200
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- 27 SAINICK & COTE'
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- 27 STERLING & CLACK
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- 29 STEVENS, DRUMMOND & GIFFORD
30 1910 OLYMPIC BLVD., SUITE 250
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36 & O'LEARY
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- 39 SULLIVAN, HILL, LEVIN, REZ, ENGEL
40 & LaBAZZO
41 550 WEST C STREET, SUITE 1500
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