

1 UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF MASSACHUSETTS

3 C.A. # 89-30201-F

4 ALICE L. WARREN, ADMINISTRATRIX  
5 OF THE ESTATE OF JOHN H. WARREN,  
6 DECEASED

7 VS.

8 THE DOW CHEMICAL COMPANY, ET AL

9 DEPOSITION OF: JERRY NOLET, taken before  
10 Joanne Coyle, Certified Shorthand Reporter,  
11 Notary Public pursuant to the Federal Rules of  
12 Civil Procedure, at the offices of Robinson  
13 Donovan Madden & Barry, 1500 Main Street,  
14 Springfield, Massachusetts, on February 25,  
15 1991, commencing at 3:00 p.m.

16 APPEARANCES:  
17 (PLEASE SEE PAGE 2)

18 Joanne Coyle  
19 Certified Shorthand Reporter

20 PHILBIN & ASSOCIATES  
21 Certified Shorthand Reporters  
22 Certificate of Proficiency  
23 Certificate of Merit

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RSV0022555

APPEARANCES:

ROBINSON DONOVAN MADDEN & BARRY, 1800 Main Street,  
Springfield, Massachusetts, representing the  
Plaintiff.

BY: KEITH A. MINOFF, ESQUIRE LAWYER

NUTTER, McCLENNAN & FISH, One International Place,  
Boston, Massachusetts 02210, representing the  
Defendants Dow Chemical, Union Carbide, and  
Conico.

BY: SHARON R. BURGER, ESQUIRE and  
SUSAN L. PARSONS, ESQUIRE

MORRISON, MAHONEY & MILLER, 250 Summer Street,  
Boston, Massachusetts 02210, representing the  
Defendant B. F. Goodrich.

BY: JOSEPH R. RENDINI, ESQUIRE

MELICK & PORTER, One Joy Street, Boston,  
Massachusetts 02108, representing the  
Defendant Monsanto.

BY: ROBERT P. POWERS, ESQUIRE

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I N D E X

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WITNESSES:                      DIRECT    CROSS    REDIRECT    RECROSS  
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Jerry Nolet                      5

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EXHIBITS:                      DESCRIPTION                      PAGE  
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1 JERRY NOLET, Deponent, having been first  
2 duly sworn, deposes and says as follows:

3 MR. MINOFF: Same stipulations,  
4 everybody? That is that all objections except those  
5 as to form shall be reserved for trial and don't  
6 have to be made here and the same with respect to  
7 any motions to strike.

8 MS. BURGER: Yes.

9 MR. RENDINI: Fine.

10 MR. MINOFF: And Mr. Powers, will Mr.  
11 Nolet be reading and signing?

12 MR. POWERS: Yes; he will.

13 \*\*\*\*\*

14 DIRECT EXAMINATION BY MR. MINOFF

15 Q. Mr. Nolet, can you please tell us what your  
16 home address is?

17 A. 724 Frank Smith Road, Longmeadow, Mass.

18 Q. Mr. Nolet, as you may know, I represent the  
19 Plaintiff in this case, Alice L. Warren, who is the  
20 administratrix of the estate of her late husband  
21 John Warren.

22 This case is based on injuries which Mr.  
23 Warren suffered while a Monsanto employee because of

RSV0022559

1 exposure to vinyl chloride and vinyl chloride  
2 related compounds at Monsanto in Springfield. Why  
3 don't we start by having --

4 MR. RENDINI: Objection.

5 Q. (BY MR. MINOFF) Just by way of  
6 introduction, why don't we start, Mr. Nolet, by  
7 knowing what your present occupation is?

8 A. I am currently a contracts manager in  
9 Regional Office Purchasing in Indian Orchard.

10 Q. How long have you had that title?

11 A. Thirteen years.

12 Q. What do you do as contract manager at the  
13 Regional Office in Indian Orchard?

14 A. I am responsible for buying raw materials  
15 for several of our northeast plants in our region,  
16 so it is a purchasing function.

17 Q. Are you responsible for all of the raw  
18 materials that are purchased for use at Indian  
19 Orchard?

20 A. No.

21 Q. Is some of that responsibility shared by  
22 others at the Indian Orchard plant?

23 A. Correct.

RSV0022560

1 Q. As well as people in the St. Louis  
2 headquarters?

3 A. Correct; yes.

4 Q. Do you manage, then, certain contracts and  
5 other people manage other contracts? Is that how  
6 the responsibilities are divided up?

7 A. Yes; that is a good definition -- align d  
8 by raw material rather than by contract, I would  
9 say.

10 There would be a list of raw materials that  
11 would be purchased, and those individuals who are  
12 responsible for certain raw materials would then  
13 contract for those raw materials either at the site  
14 here at the Regional Office or St. Louis.

15 Q. And you have been doing this since  
16 approximately 1978?

17 A. Correct.

18 Q. How long have you been at Monsanto in  
19 total?

20 A. Twenty-four years.

21 Q. Starting in 1967?

22 A. February, roughly, 1967; yes.

23 Q. What were you when you started at Monsanto?

RSV0022561

1 A. I am a chemist by discipline and I was in  
2 Manufacturing Technology.

3 Q. Was that the name of the area that you  
4 worked in -- Manufacturing Technology?

5 A. Yes; and specifically in that area call d  
6 polystyrene. The trade name is Lustrex for  
7 Monsanto.

8 Q. How long did you remain in that position?

9 A. Probably two years.

10 Q. Until sometime in 1969?

11 A. Correct; yes.

12 Q. Did all of your work at that time concern  
13 polystyrene as opposed to other substances?

14 A. Yes, primarily polystyrene.

15 Q. But what other materials did you deal in,  
16 other than polystyrene during that period?

17 A. It would have been specifically in the  
18 manufacture of polystyrene.

19 Q. You are familiar with polyvinyl chloride?

20 A. Yes.

21 Q. Is that something that is totally separate  
22 and apart from polystyrene at the Monsanto plant?

23 A. Yes; completely separate.

1 Q. During the period 1967 to 1969, there wa a  
2 separate division for polyvinyl chloride -- or PVC  
3 as it was called -- just as there was one for  
4 polystyrene?

5 A. Absolutely. Those are separate  
6 departments.

7 Q. Where did you go from there in 1969?

8 A. I transferred into the Purchasing  
9 Department and became the raw material purchasing  
10 supervisor for the Springfield plant.

11 Q. Are you presently employed in what is  
12 called the Purchasing Department or is it a  
13 different area?

14 A. This is a Regional Purchasing Department  
15 that I am employed in and I merely rent office space  
16 at Indian Orchard.

17 Q. What do you mean by that? I don't quit  
18 follow you.

19 A. It is kind of weird. This office was  
20 located in another location south of Baltimore and  
21 we transferred here seven years ago. The office  
22 transferred and we are now -- we are in the same  
23 responsibilities except we rent office space at the

RSV0022563

1 Indian Orchard site rather than lease a site in the  
2 south of Baltimore -- same responsibility but  
3 different site.

4 Q. So you started in 1969 working with raw  
5 materials purchasing?

6 A. Yes.

7 Q. Was that purchasing solely for the Indian  
8 Orchard plant?

9 A. Completely.

10 Q. You had some kind of supervisory role  
11 there?

12 A. Yes.

13 Q. How long did you stay in that position?

14 A. I would say roughly three years.

15 Q. Which would take us to 1972?

16 A. Yes.

17 Q. Where did you go in 1972?

18 A. At that point, I became purchasing agent at  
19 another location -- it could be '72 or '73, plus or  
20 minus a year there -- to South Windsor,  
21 Connecticut.

22 I became purchasing agent there and we  
23 manufactured plastic Coke bottles.

RSV0022564

1 Q. How long did you stay at the South Windsor  
2 location?

3 A. I would say '75 -- mid-seventies.

4 Q. When you were employed at the South Windsor  
5 location, you were only involved in purchasing raw  
6 materials used at the South Windsor location, is  
7 that right?

8 A. That is correct.

9 Q. You had nothing at all to do with the  
10 Indian Orchard plant during that period?

11 A. No, sir; no.

12 Q. Between 1969 and 1972, Mr. Nolet, when you  
13 worked in Raw Materials Purchasing, Indian Orchard,  
14 did you have any involvement whatsoever in the  
15 purchasing of vinyl chloride monomer for use at the  
16 Indian Orchard plant?

17 A. Yes; I did.

18 Q. What was your -- what did your involvement  
19 consist of?

20 A. I guess the involvement would be more  
21 described as a servicing and administrative  
22 function.

23 Q. What do you mean by "servicing"?

RSV0022565

1 A. Well, that contract was negotiated and  
2 administered in St. Louis.

3 Q. What contract was that?

4 A. This was the product that you are talking  
5 about -- VOM.

6 Q. A contract between what parties?

7 A. The one that I recollect would have been  
8 between Dow and Monsanto.

9 Q. That was a contract for the furnishing by  
10 Dow of vinyl chloride monomer to Monsanto?

11 A. Correct.

12 Q. Did you ever see a copy of such a contract?

13 A. I never saw the contract.

14 Q. You say that was administered through St.  
15 Louis?

16 A. In St. Louis. There would have been a  
17 contract manager in St. Louis that would have had  
18 that responsibility.

19 Q. Do you know who that contract manager was?

20 A. I do not recall.

21 Q. Are you familiar with a fellow named R. H.  
22 Burnett who worked out of St. Louis?

23 A. I do know Ron Burnett; correct.

RSV0022566

1 Q. Do you know if Mr. Burnett was involved in  
2 any way in the administering of this Dow contract  
3 that you referred to?

4 A. I really do not recollect.

5 Q. I think you were explaining to me what you  
6 meant by servicing in context of that contract.  
7 Could you please elaborate on that?

8 A. Sure; in terms of information flow, that  
9 contract would have been -- or the terminology would  
10 have been submitted to the plant. The plant, in  
11 turn, would prepare a blanket order against that  
12 contract.

13 Then, the plant would order its  
14 requirements as needed against that blanket order.  
15 The suppliers' invoices then would be paired up  
16 against that blanket order, listing the terms,  
17 conditions of the contract, and we would pay  
18 invoices as they were received.

19 Q. Once the blanket order was prepared, it was  
20 prepared at the Indian Orchard plant?

21 A. Correct.

22 Q. Where was it then sent to? How was thi  
23 thing routed?

RSV0022567

1 A. A copy of that would have been sent to the  
2 supplier.

3 Q. That being Dow in this case?

4 A. Dow. In this case, it would have been Dow  
5 would have been the supplier.

6 Q. And a copy would have been retained by the  
7 Purchasing Department?

8 A. By the Purchasing Department and also by  
9 Accounting -- Accounts Payable.

10 Q. How did the blanket order differ from the  
11 next stage in which you said the company would order  
12 requirements as needed? That required a further  
13 ordering process?

14 A. Yes; as I recall, the daily orders would  
15 have referred to only that one blanket order number  
16 that would have been issued out of the Indian  
17 Orchard plant.

18 The person making those telephone calls for  
19 product to be delivered at a given point in time  
20 would have called her contact, if you will, at Dow,  
21 to make what was called at that time "releases." It  
22 would be numerical. They would release one or they  
23 would release fifty, depending on the given time

RSV0022568

1 frame, but always keeping the same blanket order  
2 number.

3 Q. I understand, sir, that you never actually  
4 saw this contract between Dow and Monsanto, is that  
5 right?

6 A. Correct; yes.

7 Q. Do you know whether that contract had a  
8 specific term or length of time during which it was  
9 to remain in effect?

10 MS. BURGER: Objection.

11 THE WITNESS: I really don't recall.

12 Q. (BY MR. MINOFF) Do you know whether that  
13 contract was already in effect at the time you  
14 started in Raw Materials?

15 MS. BURGER: Objection.

16 THE WITNESS: Should I answer?

17 MR. MINOFF: Yes.

18 MS. BURGER: When I object, I am just  
19 making a position for the record. Unless your  
20 counsel suggests you not answer, you should answer,  
21 even though I have objected.

22 THE WITNESS: Okay; to the best of my  
23 knowledge that contract was in effect. The period

RSV0022569

1 of the contract, I don't recall.

2 Q. (BY MR. MINOFF) To your knowledge, was that  
3 contract also in effect when you left the Raw  
4 Materials area in 1972?

5 MS. BURGER: Objection.

6 THE WITNESS: To the best of my  
7 knowledge, it was.

8 Q. (BY MR. MINOFF) What specific  
9 responsibilities, if any, did you have, sir, with  
10 respect to the Dow contract during that period of  
11 time, 1969 through 1972?

12 MS. BURGER: Objection.

13 THE WITNESS: Primarily from a  
14 servicing standpoint, product quality, product  
15 deliveries, receipts on time, when requested and as  
16 the typical purchasing interface between the sales  
17 contacts who were making calls at the location at  
18 that time.

19 Q. (BY MR. MINOFF) With respect to product  
20 delivery, what did that involve from your point of  
21 view?

22 A. Again, merely scheduling or having a  
23 subordinate schedule product for delivery at a given

RSV0022570

1 period of time.

2 Q. Do you know how the VCM furnished by Dow  
3 was physically delivered to the plant?

4 MS. BURGER: Objection.

5 THE WITNESS: As I recall, it was all  
6 in bulk shipments and it would have been in tank  
7 car.

8 Q. (BY MR. MINOFF) Do you know whether  
9 Monsanto went to Dow to get the material and brought  
10 it back or whether Dow delivered it, itself, to the  
11 plant? Do you know how that occurred?

12 MS. BURGER: Objection.

13 THE WITNESS: I do not.

14 Q. (BY MR. MINOFF) Do you know, sir, if  
15 between 1969 and 1972 Monsanto supplied any of its  
16 own vinyl chloride monomer for use at Indian  
17 Orchard?

18 A. I do not recall whether we did or not.

19 Q. Can you tell me if there were any other  
20 suppliers of vinyl chloride monomer to the Indian  
21 Orchard plant other than Dow during the time you  
22 were working in raw materials?

23 A. I do not recall any other supplier other

RSV0022571

1 than Dow at that time.

2 Q. The way the Raw Materials section was  
3 structured, were you responsible for all purchasing  
4 of vinyl chloride or were there other people who  
5 were responsible for vinyl chloride?

6 MS. BURGER: Objection.

7 Q. (BY MR. MINOFF) As well?

8 A. You are speaking of the Indian Orchard site  
9 now?

10 Q. Yes.

11 A. I would have had prime responsibility.

12 Q. What I am getting at, sir, just  
13 hypothetically speaking, if there were other  
14 suppliers of VCM to the Indian Orchard plant during  
15 the period you were working in Raw Materials, would  
16 you have been in a position to know that?

17 MS. BURGER: Objection.

18 MR. RENDINI: Objection.

19 THE WITNESS: I would have; yes.

20 Q. (BY MR. MINOFF) Do you know, sir, or do you  
21 recall what quantities of vinyl chloride monomer  
22 were being purchased by Monsanto from Dow in that  
23 1969-1972 time period?

RSV0022572

1       A.    I don't remember specifically the total  
2 amount but it certainly would have been in millions  
3 of pounds.

4       Beyond that, I really couldn't -- I don't  
5 recall exactly the total amount.

6       Q.    Was material -- vinyl chloride monomer --  
7 delivered on a regular basis to the plant?

8           MS. BURGER:  Objection.

9           MR. RENDINI:  Objection.

10          THE WITNESS:  Meaning what?

11       Q.    (BY MR. MINOFF) Were there shipments coming  
12 in every week or every month or twice a year?  Can  
13 you give me some idea as to how those shipments  
14 went?

15       A.    To the best of my recollection, it would  
16 have been on a fairly standard frequency basis;  
17 yes.  It was fairly uniformly.

18       Q.    Do you know what the standard frequency  
19 basis was for delivery of VCM during that three-year  
20 period?

21       A.    I really don't recall but it would have  
22 been in tank car quantities.  I can't answer -- the  
23 frequency would have been fairly uniformly spread

RSV0022573

1 over that given period.

2 Q. So by that, do you mean that the amount of  
3 VCM delivered to the plant did not vary  
4 significantly during that period?

5 It was a fairly regular amount being  
6 delivered?

7 MS. BURGER: Objection.

8 MR. RENDINI: Objection.

9 THE WITNESS: I think it would have  
10 been fairly level; yes.

11 Q. (BY MR. MINOFF) You are not aware that  
12 there was any source for that VCM during that time  
13 period other than Dow Chemical Company, is that  
14 correct?

15 MR. RENDINI: Objection.

16 MS. BURGER: Objection.

17 THE WITNESS: To the best of my  
18 knowledge, that is correct.

19 Q. (BY MR. MINOFF) You also mentioned, sir,  
20 that you had responsibilities as far as quality of  
21 the VCM, is that right?

22 A. By that I meant that -- I wasn't in quality  
23 supervision but if there had been any quality

RSV0022574

1 problems with the product that was received, I would  
2 have been involved in communicating that to the  
3 supplier; correct.

4 Q. By arranging for defective goods to be  
5 returned or replaced, for instance?

6 A. Inspected, returned or whatever as a  
7 business courtesy; correct.

8 Q. Are you aware, sir, of any arrangements  
9 between Monsanto and other chemical companies during  
10 those three years where -- not just with respect to  
11 VCM; but with respect to other raw materials with  
12 which you dealt -- where the companies would simply  
13 swap goods for goods?

14 MS. BURGER: Objection.

15 MR. RENDINI: Objection.

16 THE WITNESS: During this time frame?

17 Q. (BY MR. MINOFF) Yes.

18 A. Yes; there were items that, as part of the  
19 industry, I think there is a lot of swapping within  
20 the industry; that is correct.

21 Q. Were you aware of any swapping with respect  
22 to VCM during your period in Raw Materials at Indian  
23 Orchard?

RSV0022575

1 MS. BURGER: Objection.

2 MR. RENDINI: Objection.

3 THE WITNESS: I was not.

4 Q. (BY MR. MINOFF) The VCM that was obtained  
5 by Monsanto from Dow, was that all obtained via  
6 purchase of that material by Monsanto?

7 MS. BURGER: Objection.

8 MR. RENDINI: Objection.

9 THE WITNESS: To the best of my  
10 recollection, that is right.

11 Q. (BY MR. MINOFF) That is Monsanto paid money  
12 for it rather than exchanging --

13 A. (Interposing) Paid money --

14 MS. BURGER: (Interposing) Can we  
15 hold to having a question and then an answer instead  
16 of talking over each other.

17 I object to what was just going on because  
18 it was back and forth.

19 Q. (BY MR. MINOFF) I will start again. It is  
20 your testimony that to your knowledge, Monsanto paid  
21 Dow money for all of the VCM that it got during that  
22 time period, is that correct?

23 A. I am really not sure.

RSV0022576

1 Q. During the period that you were working in  
2 raw materials, Mr. Nolet, where were the plant's  
3 copies of the purchase orders regularly kept?

4 A. It would have been kept in the purchasing  
5 office in the blanket order file.

6 Q. Did the company have a policy at that time  
7 regarding how long it would retain those types of  
8 records?

9 A. I am not sure what the record retention  
10 policy was at that time. I know what it is now and  
11 I am trying to decipher whether that would have  
12 changed.

13 Today's record retention would be two years  
14 and I really can't remember exactly how long --  
15 whether that policy has changed. That was twenty  
16 years ago.

17 Q. The present policy is to retain purchasing  
18 records for two years?

19 A. To the best of my knowledge; yes.

20 Q. What happens to them after two years? Are  
21 they destroyed?

22 A. They are destroyed.

23 Q. During those two years, are they kept --

RSV0022577

1 the records generated at Indian Orchard -- are they  
2 kept at the Indian Orchard plant until they are  
3 destroyed?

4 A. As far as I know.

5 Q. Do you know if duplicates of any of these  
6 records are regularly kept at the headquarters in  
7 St. Louis?

8 A. Are you talking about now or the 1969 time  
9 frame?

10 Q. Let's talk about right now, for now.

11 A. I think the majority of plants would keep  
12 that particular information at the local plant.

13 Q. During the time that you were in Raw  
14 Materials in the early seventies, was the St. Louis  
15 headquarters furnished with copies of the purchasing  
16 documents?

17 A. I really don't recall.

18 Q. Sir, are you familiar with a document known  
19 as a "Material Safety Data Sheet"?

20 A. MSDS; yes.

21 Q. You are?

22 A. Yes.

23 Q. Between 1969 and 1972, did you regularly

RSV0022578

1 work with such documents in the Raw Materials  
2 section?

3 A. I did not, personally; no.

4 Q. You knew of them but you did not work with  
5 them on a daily basis?

6 MS. BURGER: Objection.

7 THE WITNESS: I don't recall whether  
8 we actually had an MSDS back in 1969 or if it wa  
9 even called that. I don't recall.

10 Q. (BY MR. MINOFF) Approximately what month in  
11 1969 did you start working in Raw Materials, do you  
12 recall?

13 A. I don't recall. I am sure it would be part  
14 of my record, but I don't have that information file  
15 with me.

16 Q. Part of your personnel record?

17 A. Yes.

18 Q. Where is that kept, do you know?

19 A. I think my current file would be at Indian  
20 Orchard.

21 Q. To your knowledge -- strike that. Was  
22 Monsanto, to your knowledge, purchasing vinyl  
23 chloride monomer from outside sources before you

RSV0022579

1 went to work in Raw Materials?

2 MS. BURGER: Objection.

3 THE WITNESS: Prior to 1969?

4 MR. RENDINI: Objection.

5 MR. MINOFF: Yes.

6 THE WITNESS: My recollection was that  
7 they were.

8 Q. (BY MR. MINOFF) What is that based on? How  
9 do you know that they were? Why do you recall that?

10 A. This was in the department -- I was in the  
11 polystyrene unit and the other unit was PVC. Just a  
12 matter of being in manufacturing, recognizing that  
13 there was another unit making PVC which would  
14 require VCM.

15 Q. So you were aware that the plant was using  
16 vinyl chloride monomer?

17 A. Right, exactly; but as far as the  
18 intricacies as to where they were buying it or who  
19 was supplying it, I have no knowledge of that.

20 Q. You are saying you have no knowledge of  
21 what the sources were for vinyl chloride monomer  
22 before you went to work for purchasing in 1969?

23 A. That is correct.

RSV0022580

1 Q. Let's turn it around a little bit. After  
2 you left that area in 1972 and when you were in the  
3 Raw Materials section, do you have any knowledg as  
4 to what outside sources Monsanto had for vinyl  
5 chloride monomer at the Indian Orchard plant?

6 MR. RENDINI: Objection.

7 THE WITNESS: I do not.

8 Q. (BY MR. MINOFF) Mr. Nolet, you were served  
9 a subpoena to be here today? (Indicating)

10 A. Yes.

11 Q. You have that in front of you?

12 A. Right.

13 Q. You were asked in that subpoena to bring  
14 with you certain documents which are listed in that  
15 Exhibit A of that subpoena, correct?

16 A. Correct.

17 Q. You did not bring any documents today in  
18 response to that, is that correct?

19 A. That is correct.

20 Q. Did you make an effort to locate any of the  
21 documents described?

22 A. Just from reading, I knew that none  
23 existed.

RSV0022581

1 Q. You knew that you didn't have any such  
2 documents?

3 A. I didn't have any; that is correct.

4 Q. Did you inquire of anyone else at Monsanto  
5 if they had any of these documents?

6 A. I did not.

7 MR. MINOFF: I don't have anything  
8 else for Mr. Nolet. Thank you.

9 MS. BURGER: I don't have any  
10 questions.

11 MR. RENDINI: No questions.

12 (The deposition was concluded.)

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RSV0022582

1 COMMONWEALTH OF MASSACHUSETTS

2 COUNTY OF HAMPDEN

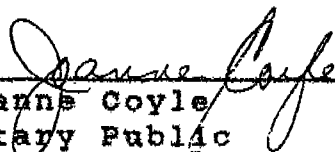
3 I, JOANNE COYLE, a Notary Public within and  
4 for the Commonwealth of Massachusetts at large, do  
5 hereby certify that I took the deposition of JERRY  
6 NOLET, pursuant to the Federal Rules of Civil  
7 Procedure on February 25, 1991, at the offices of  
8 Robinson Donovan Madden & Barry, 1500 Main Street,  
9 Springfield, Massachusetts.

10 I further certify that the above named  
11 deponent was by me first duly sworn to testify to  
12 the truth, the whole truth and nothing but the truth  
13 concerning his knowledge in the matter of the case  
14 of ALICE L. WARREN, ADMINISTRATRIX OF THE ESTATE OF  
15 JOHN H. WARREN, DECEASED vs. THE DOW CHEMICAL  
16 COMPANY, ET AL, now pending in the United States  
17 District Court for the District of Massachusetts.

18 I further certify that the within testimony  
19 was taken by me stenographically and reduced to  
20 typewritten form under my direction by means of  
21 COMPUTER ASSISTED TRANSCRIPTION; and, I further  
22 certify that said deposition is a true record of the  
23 testimony given by said witness.

I further certify that I am neither counsel  
for, related to, nor employed by any of the parties  
to the action in which this deposition was taken;  
and further, that I am not a relative or employee of  
any attorney or counsel employed by the parties  
hereto, nor financially or otherwise interested in  
the outcome of the action.

WITNESS my hand and seal this 5th day of  
MARCH, 1991.

  
\_\_\_\_\_  
Joanne Coyle  
Notary Public  
Certified Shorthand Reporter

My commission expires  
June 13, 1997

RSV0022583

SIGNATURE PAGE - ERRATA SHEET

To be signed by deponent and returned to counsel  
within thirty (30) days

I, the undersigned, JERRY NOLET, do hereby certify  
that I have read the foregoing transcript of my  
testimony given in the matter of Alice L. Warren,  
Administratrix of the Estate of John H. Warren,  
Deceased vs. The Dow Chemical Company, et al, taken  
on February 25, 1991 and that to the best of my  
knowledge, said transcript is true and accurate  
(with the exception of the following corrections  
listed below:)

Page : Line:

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DEPONENT'S SIGNATURE: \_\_\_\_\_

DATE \_\_\_\_\_

jc

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