



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ST. LAWRENCE

-----X
WILLIAM MOULTON and JOAN MOULTON.

Index No.: 103587/98

Plaintiffs

- against -

A.C. AND S., INC., ET AL.,

Defendants.
-----X

**RESPONSES OF ARMSTRONG
WORLD INDUSTRIES INC.
TO PLAINTIFF'S FIRST SET
OF PRODUCT IDENTIFICATION
INTERROGATORIES AND
DOCUMENT REQUESTS**

GENERAL OBJECTION, STATEMENT AND LIMITATIONS

These responses are based on facts known to or believed by Armstrong World Industries, Inc., at the time of answer. Because much of the information is sought from many years ago and is therefore difficult or impossible to reconstruct or retrieve, we reserve the right to amend these responses as, and if, new or better information becomes available or if any error is discovered. These responses are from AWI's records and knowledge and not those of its former wholly-owned subsidiary, Armstrong Contracting & Supply Corporation (hereinafter ACandS), which operated independent of AWI. Although AWI manufactured Nonpareil asbestos-containing insulation materials from 1910 until 1929, AWI is not aware of any current personal injury claims with respect to those products; thus, no answers are given concerning those products. AWI's Contract Department expanded into the high temperature insulation contracting field at the beginning of World War II, and AWI last sold an asbestos-containing insulation product in mid-1969. The responses set forth herein are limited in time and place to asbestos-containing thermal insulation products to which Plaintiffs may allege exposure and which were manufactured or sold by AWI during this time period. Because virtually all cases against AWI refer to insulation products, no answer is made concerning floor

products, gasket materials, roofing products, adhesives, board or other non-insulation products. To the extent this interrogatory or request calls for information beyond this limitation, an objection is made thereto as being irrelevant, immaterial, burdensome, oppressive and/or not calculated to lead to the discovery of admissible evidence. To the extent the information contained herein differs in any respect from any prior responses to discovery, this response shall be deemed to update and supersede such prior responses. This statement is incorporated by reference in each of the following responses. Documents which may expand upon these responses are available for inspection. An index is available.

ANSWERS TO INTERROGATORIES

1. Under our record retention schedule, specific sales documents (invoices, bills of lading, etc.) for asbestos-containing insulation products no longer exist. All contract documents went with ACandS upon its formation in late 1957.

LT Cork Covering, which contained only a small percent of asbestos in the outside paper wrapper and was used as low temperature insulation, was sold from 1956-1959.

Armaspray was sold only to ACandS 1966-1969.

Documents which may expand upon these responses are available for inspection. An index is available.

2. See response to Interrogatory No. 1.
3. See response to Interrogatory No. 1.
4. Objection. This interrogatory/request is burdensome, oppressive and not calculated to lead to the discovery of admissible evidence. Further objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as

argumentative, incapable of fair and correct answer, and without foundation. Without waiving these objections, see response to Interrogatory No. 1.

5. See response to Interrogatory No. 1.

6. See response to Interrogatory No. 4.

7. Objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Objection. AWI is involved in thousands of asbestos-related lawsuits which are a matter of public record and from which the information is as available to the Plaintiff's attorney as to AWI. AWI objects to this interrogatory for the reason that the production of this information is unduly burdensome, oppressive, and not reasonably calculated to lead to the discovery of admissible evidence. Without waiving same, see response to Interrogatory No. 1. With regard to worker's compensation claims, see Attachment K.

8. Objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Without waiving same, see response to Interrogatory No. 1.

9. Objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Without waiving same, see response to Interrogatory No. 1.

10. Objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Without waiving same, see response to Interrogatory No. 1.

11. Objection. The information sought is irrelevant to matters between Plaintiff and AWI.

Without waiving same, see response to Interrogatory No. 1.

RESPONSES TO DOCUMENT REQUESTS

1. See answers to Plaintiffs' First Set of Interrogatories.
2. Objection. This interrogatory/request is overly broad, vague and ambiguous. Further objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Without waiving same, documents which may be responsive to this request are available for inspection. An index is available.
3. Objection. This interrogatory/request is overly broad, vague and ambiguous. Further objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Without waiving same, documents which may be responsive to this request are available for inspection. An index is available.
4. See response to Interrogatory No. 1.
5. Objection. This interrogatory/request contains an implicit assumption of matters not otherwise established, which renders the interrogatory/request as argumentative, incapable of fair and correct answer, and without foundation. Without waiving same, AWI's understanding of the effects of asbestos on the health of workers may be generally summarized as follows:

AWI first became aware of a potential risk of asbestosis to certain plant workers who might be exposed to airborne asbestos dust in the 1930s at about the time that the Commonwealth

of Pennsylvania listed asbestosis as a compensable disease in its Occupational Disease Act and regulations (1937). The payment of life insurance, weekly sickness and non-occupational benefits, total and permanent disability benefits, and retirement pensions were undertaken by Metropolitan Life Insurance Company in 1931 for AWI and it undertook a number of plant surveys over time in order to determine ratings for premiums and to identify and eliminate any potentially harmful conditions. Air samples were taken in 1939, and one sample was viewed as requiring a reduction of atmospheric dust for safety purposes. A survey in 1948 included a description of asbestosis and stated that "the threshold limit for asbestos dust adopted by the American Conference of Governmental Hygienists at their 1948 meeting is 5 million particles of asbestos per cubic foot of air."

AWI now understands that such statement by Metropolitan was consistent with a report of the U.S. Public Health Service, authored by Dr. W. C. Dreessen in 1938, entitled "A Study of Asbestosis in the Asbestos Textile Industry," wherein Dr. Dreessen stated that the threshold concentration of dust should be the highest dust concentration that would not produce pneumoconiosis in an originally healthy workman during his entire working life, and that "5 million particles per cubic foot may be regarded tentatively as a threshold value for asbestos dust exposure until better data are available." Dr. Dreessen further stated that "it would seem that if the dust concentration in asbestos factories could be kept below 5 million particles . . . , new cases of asbestosis probably would not appear."

AWI employed union insulators in its insulation contracting business until the end of 1957. Upon information and belief, AWI's workers' compensation insurance carrier visited jobs in progress to inspect job conditions and observe if reasonable safety precautions were being taken. AWI is not aware that any such visits resulted in any observation or finding that insulators were exposed to asbestos dust above the threshold limit values or that hazardous conditions relating to asbestos existed on its job sites. AWI was informed that the Massachusetts Department of Health Division of Industrial Hygiene concluded that there did not seem to be an apparent dust hazard in the occupation of pipe covering or in the mixing of cement for pipe and boiler covering. Furthermore, AWI was told by Keasbey & Mattison, the manufacturer of heat insulation materials it was installing, that its employees had been manufacturing the products for years without any ill effects.

AWI now understands that the Massachusetts Department of Health Division of Industrial Hygiene Report was consistent with a 1946 study of pipecoverers entitled "A Health Survey of Pipe Covering Operations and Constructing Naval Vessels," authored by Dr. Fleischer, Professor Drinker and others, where they concluded that "it would appear that asbestos pipe covering of naval vessels is a relatively safe occupation." AWI now understands that the Fleischer/Drinker conclusions were not criticized in the American medical literature until about the time of Dr. Selikoff's pioneer publications in the mid-1960s. AWI first became aware of these pioneering studies of Dr. Selikoff in the late 1960s concerning the possible risk of asbestosis, lung cancer and mesothelioma to insulators. AWI is unaware that a causal association between asbestos and other types of cancer has been established.

Documents which may expand upon these responses are available for inspection. An index is available.

6. See response to Interrogatory No. 7.
7. See response to Interrogatory No. 1.
8. Objection. This interrogatory/request is overbroad as to time. Further objection is based on the grounds that it is overbroad as to location. Without waiving same, see Attachment C.
9. See response to Interrogatory No. 7.
10. See response to Interrogatory No. 8.
11. See response to Interrogatory No. 9.
12. See response to Interrogatory No. 10.
13. See response to Interrogatory No. 11.

Respectfully submitted,



Judith A. Yavitz, Esq.
Whitman G.S. Knapp, Esq.
ANDERSON KILL & OLICK, P.C.
1251 Avenue of the Americas
New York, New York 10020-1182

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF LANCASTER :

I, the undersigned, W. T. Gangl, being first duly sworn according to law, depose and say that I am Deputy General Counsel - Corporate and Assistant Secretary of Armstrong World Industries, Inc. The information contained in the responses hereto was gathered by employees of this Company. I have no personal knowledge of same but am informed and therefore believe the answers to be true and correct. The responses have been prepared by counsel. I am executing this affidavit solely for the purpose of affixing the Company's signature hereto.

DATED: August 5, 1999

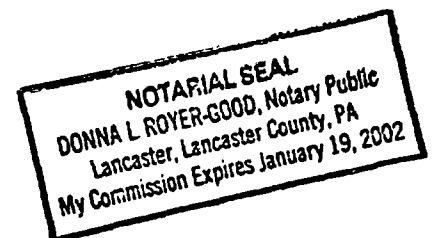
ARMSTRONG WORLD INDUSTRIES, INC.

A Pennsylvania Corporation

By: W. T. Gangl
Deputy General Counsel - Corporate
and Assistant Secretary

On this 5th day of August, 1999, before me personally appeared W. T. Gangl, to me known to be the person described herein, and who executed the foregoing instrument and who acknowledged that he voluntarily executed the same.

Donna L Royer-Good
Notary Public



ARMSTRONG'S CONTRACT DEPARTMENT

Armstrong historically was a cold storage manufacturer and contractor, supplying cork insulation products which were installed by its employees in dairies, ice houses, etc. Except for a limited high pressure product line manufactured 1910-1930, Armstrong's main involvement with asbestos-containing insulation products began at the beginning of World War II, when its Contract Department was first able to install products manufactured by others. Armstrong remained an insulation contractor until the end of 1957, when the contracting business was taken over by ACandS. Documents which may expand upon these responses are available for inspection.

CONTRACT DEPARTMENT WORKER'S COMPENSATION CLAIMS

Armstrong received a number of worker's compensation claims filed by its former union employees, which claimed health problems from asbestos. The first claim was in 1952, and eight more were received by Armstrong while it continued as an employer of union insulators (until the end of 1957). Of the two claims which reached disposition during this period, Armstrong was dismissed from one and paid benefits in the other.

From then until April 1969, when Armstrong last sold an asbestos-containing insulation product, Armstrong received 47 more claims from its former contract department employees, and handled other such claims for ACandS. The majority of Armstrong claims disposed of during this period resulted in dismissals or a similar result for Armstrong.

Following is a case-by-case summary of the contract department worker's compensation claims:

<u>Claimant</u>	<u>First Receipt of Claim</u>	<u>Claimant Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Rothwell, Richard J. Faulkner Rd. Wilmington, MA	9/52	L. Locke (address unknown)	Ind. Accid. Bd. Boston, MA	10/16/53	Dismissal
Hyatt, Floyd (address unknown)	9/53	Lucille Snowden 808 Seybold Bldg. Miami, FL	Fla. Ind. Comm. Div. - Tallahassee No. S-85602	5/4/54	Award - \$5,000
Munger, Lewis M. (address unknown)	1954	Unknown	Mich. WCAB Bay City	9/8/61	Settlement - \$9,616 (Est.)
Cuthbertson, Jack H. 2284 Holbrook Drive Concord, CA	11/54	Smith & Parrish 1616 Fin. Ctr. Bldg. San Francisco, CA	Cal. Ind. Accid. Comm., San Francisco No. 96 C 622198	5/8/58	Settlement - \$468.60

<u>Claimant</u>	<u>First Receipt of Claim</u>	<u>Claimant Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Campbell, Edward Woodtick Road Waterbury, CT	7/55	Norman Zolot 2607 Whitney Avenue Hamden, CT	W. C. Comm. Hartford, CT		No award indicated
Swartout, John E. 3000 Merrywood Drive Sacramento, CA	7/56	Smith, Parrish, et al 501 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. San Francisco No. 56 SF 169 171	7/27/60	Dismissal
Hartwig, Henry 1917 North 34th Street Milwaukee, WI	2/57	Hugh Hafer 511 Warner Theater Bldg. Milwaukee, WI	Wis. Ind. Comm. Madison No. E 2227 287	1/10/58	Dismissal
Coll, Vincent P. 719 Cleveland Drive Cheektowaga, NY	7/57	Unknown	N.Y. W.C. Appeals Buffalo No. 85702510	10/30/59	Settlement - \$2,191 (Est.)
Haake, Harry 33 Sunny Ridge Drive East Hartford, CT	10/57	Unknown	W.C. Comm. of Ct. No. B8683974	10/16/59	Settlement - \$124.45
McGarrell, E. O. 12255 Hart Street North Hollywood, CA	2/57	Unknown	Cal. Dept. of Ind. Relats. Los Angeles No. 56 LA 176 684	11/2/60	Settlement - \$13,319
Shepherd, James R. (address unknown)	4/58	Unknown	Ind. Accid. Bd. Boston, MA	6/8/61	Settlement - \$5,891.29
Spencer, Thomas B. R. D. #2 Williamstown, NJ	6/58	Samuel Pelsky 735 P.S.F. Bldg. Philadelphia, PA	Pa. Bur. of W.C. No. 150802	6/7/62	Dismissal
Strickland, Fred E. 39 Ellsworth Street San Francisco, CA	8/58	Smith, Parrish, et al 501 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. San Francisco No. 57 SF 182-526	7/27/59	Settlement - \$37.50
Thorsted, Roy (address unknown)	6/59	Unknown	Cal. Ind. Accid. Comm. Oakland No. 59 OAK 1367	12/30/59	Dismissal

<u>Claimant</u>	<u>First Receipt Of Claim</u>	<u>Claimant Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Reed, Clarence H. 1230 Essex St. San Antonio, TX	6/59	Rudy Rice 4175 South Main San Antonio, TX	Ind. Accid. Bd. Austin, TX	6/7/60	Settlement - \$500
Cuthbertson, Robert F. (address unknown)	7/59	Unknown	Cal. Ind. Accid. Comm. Oakland No. 59 OAK 1053	12/31/61	Dismissal
Viall, Lloyd V. 5485 South 4270 West Kearns, UT	8/59	Unknown	Nev. Ind. Comm. No. OD 59 14826		No award indicated
Zini, Robert 3184 Turk Street San Francisco, CA	8/59	Smith, Parrish, et al 405 14th Street Oakland, CA	Cal. Ind. Accid. Comm. No. 58 SF 186 653	7/1/60	Dismissal
Streithorst, L. J. 2637 Lincoln Avenue Richmond, CA	5/60	Smith, Parrish, et al 501 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. No. 60 SF 192 145	5/19/64	Dismissal
Curtis, Harvey E. 28312 Michigan Avenue Inkster, MI	8/60	Markle & Markle 1030 Buhl Building Detroit, MI	Mich. W.C. Dept. Detroit No. B 9384208	11/7/62	Dismissal
Dean, William 61-07 Woodside Avenue Woodside, NY	9/60	Unknown	N.Y. W.C. Bd. N.Y.C. No. 06008650	2/26/62	Dismissal
Harding, Clifford P. 1407 Howe Avenue Sacramento, CA	1/61	Smith, Parrish, et al 501 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 60 SF 193 854	2/27/62	Settlement - \$50.57
Riley, James W. 1596 West June Avenue Anaheim, CA	12/59	Hays, McLaughlin & Evans 6331 Hollywood Blvd. Los Angeles, CA	Cal. Ind. Accid. Comm. Los Angeles No. 57 LA 182 835	11/3/61	Settlement \$1,324.91
Gronenthal, John 1116 Fifth Avenue Spokane, WA	8/61	Leo Frederickson 203 Rookery Bldg. Spokane, WA	Wash. Bd. of Ind. Ins. No. C 753 051		No award indicated

<u>Claimant</u>	<u>First Receipt of Claim</u>	<u>Claimant Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Staples, John D. (address unknown)	6/62	Unknown	Cal. Ind. Accid. Comm. No. 62 LB 19396	4/25/63	Settlement - \$821.80
Brodale, Frederick 2344 Fulton Street Berkeley, CA	8/62	Minor J. Schmid 1322 Webster Street Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 62 OAK 8566	4/6/64	Settlement - \$111
Gilivich, Steve 239 Georgia Avenue San Bruno, CA	8/62	Smith, Parrish, et al 315 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 61 OAK 7152	8/8/63	Dismissal
Wyss, John (address unknown)	8/62	Robert Laws 405 - 14th Street Oakland, CA	Cal. Ind. Accid. Comm. No. 62 OAK 7422	4/26/66	Settlement - \$362
Kingston, George A. 2617 West 70th Street Minneapolis, MN	11/62	Robins, Davis & Lyons 1130 Minn. Bldg. St. Paul, MN	Minn. Ind. Comm. St. Paul No. 112920	3/29/63	Settlement - \$1,500
Miller, Arthur H. 3217 Castalia Avenue Los Angeles, CA	11/62	Brundage, Hackler, et al 1621 West 9th Street Los Angeles, CA	Cal. Ind. Accid. Comm. Los Angeles No. 62 LA 235 371	3/25/66	Dismissal
Faulkner, John 12328 Carmenita Whittier, CA	5/63	Louis Berson 305-1/2 Avalon Blvd. Wilmington, CA	Cal. Ind. Accid. Comm. Long Beach No. 63 LB 22467	1/14/64	Dismissal
Goans, Robert O. 4232 - 25th Street San Francisco, CA	8/63	Smith, Parrish, et al 315 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 63 OAK 11052	8/12/64	Settlement - \$175
Greischar, Paul J. 151 LaVista Avenue Concord, CA	5/62	Smith, Parrish, et al 315 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 62 OAK 8188	4/5/66	Settlement - \$85
Everitt, Allen 449 - 22nd Street Richmond, CA	1/64	Unknown	Cal. WCAB Oakland No. 63 OAK 11139	11/1/66	Dismissal
Novak, Edward C. 1855 Riverton Avenue North Hollywood, CA	9/64	William Hays 6331 Hollywood Blvd. Los Angeles, CA	Cal. Ind. Accid. Comm. Los Angeles No. 63 LA 250 854	8/18/66	Settlement - \$300

<u>Claimant</u>	<u>First Receipt of Claim</u>	<u>Claimant Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Furia, Del 3004 Carvel Drive Santa Rosa, CA	2/65	McKenzie and Arata 421 Orchard Street Santa Rosa, CA	Cal. Ind. Accid. Comm. Santa Rosa No. 65 SRO 34243	12/21/65	Settlement - \$132.16
Wines, Bernard J. (address unknown)	3/65	Marcus, McCroskey, et al 175 W. Apple At First Muskegon, MI	Mich. W.C. Dept. Lansing		No award indicated
Coates, John C. (address unknown)	5/65	Wilfred Boudreaux (address unknown)	New Orleans, LA		No award indicated
Reilly, James J. 256 Stratford Drive San Francisco, CA	6/65	Gordon Gaines 315 Fin. Ctr. Bldg. Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 65 OAK 17136		No award indicated
Hunt, Melvin L. 1126 Bainbridge Avenue West Covina, CA	1/66	Ed Silver Silver & McWilliams	Cal. WCAB Long Beach No. 65 LB 29228	11/7/66	Settlement - \$3,298
Crader, Willard 10603 Valencia Street Bloomington, CA	6/66	Gerald Tiernan 436 West 4th Street Pomona, CA	Cal. Ind. Accid. Comm. Pomona No. 64 POM 1939	8/18/67	Settlement - \$433 (est.)
Puetz, Henry C. Rt. 2, Box 101-D Oakley, CA	7/66	Smith, Parrish, et al 405 - 14th Street Oakland, CA	Cal. Ind. Accid. Comm. Oakland No. 66 OAK 20668	3/9/70	Settltmeent - \$144 (est.)
Lumbattis, Vernon E. (address unknown)	11/66	Steve Roseman 1621 West 9th Street Los Angeles, CA	Cal. WCAB No. 66 LA 291 957	8/23/68	Settlement - \$609
Clark, Dean 13331 Lakewood Boulevard Downey, CA	2/67	Steve Roseman 1621 West 9th Street Los Angeles, CA	Cal. WCAB Los Angeles No. 66 LA 292 043	8/29/69	Settlement - \$137 (est.)
Herkel, Frederick J., Jr. 5331 Riverview Rd. Minneapolis, MN	3/67	E. Lee Armstrong 270 North Snelling St. Paul, MN	Ind. Comm. of Minn. Div. of W.C. St. Paul No. 374963		No award indicated

<u>Claimant</u>	<u>First Receipt of Claim</u>	<u>Claimant, Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Tyler, John 6333 Dashwood Lakewood, CA	3/67	Howard Gebler 315 West 9th Street Los Angeles, CA	Cal. WCAB Long Beach No. 68 LB 36087	5/24/67	Dismissal
Hallmark, Stanley R. 36 Anchor Drive Pittsburgh, CA	5/68	Stephen Chandler 220 Juana Avenue San Leandro, CA	Cal. WCAB Oakland No. 68 OAK 26794	3/17/69	Settlement - \$262
Haag, Alvin 14035 - 33rd Avenue, S. Seattle, WA	6/68	Unknown	Wash. Dept. of Labor and Ind. Seattle, No. F 541406		No award indicated
Pond, Lowell, M. 10989 Amery Avenue South Gate, CA	7/68	Eugene Marias 727 West 7th Street Los Angeles, CA	Cal. WCAB Los Angeles No. 67 LA 318 198		No award indicated
Boyer, Wayne 1122 Palm Street Las Vegas, NV	7/68	Eugene Marias 727 West 7th Street Los Angeles, CA	Cal. WCAB Los Angeles No. 68 LA 322 421		No award indicated
Brimmer, Lawrence 6800 North Dort Hwy. Flint, MI	8/68	Rene J. Ortleib 706 Mott Foundation Bldg. Flint, MI	Mich. W.C. Dept. Lansing	1/5/70	Dismissal
Pfleghaar, Edward L. 141 Monterey Street Brisbane, CA	10/68	Ott & Williams 126 Hyde San Francisco, CA	Cal. WCAB San Francisco No. 68 SF 223 867		No award indicated
Nicholson, Clyde 1808 East Commonwealth Fullerton, CA	10/68	Howard A. Gebler 727 West 7th Street Los Angeles, CA	Cal. WCAB Santa Ana No. 68 ANA 23276		No award indicated
McCormick, William C. 3169 Live Oak Huntington Park, CA	11/68	Rose, Klein & Marias 727 West 7th Street Los Angeles, CA	Cal. WCAB Los Angeles No. 67 LA 317 548	6/20/69	\$1,003 (est.)
Gay, Irvin E. 4910 - 11th Avenue Sacramento, CA	12/68	Unknown	Cal. WCAB Sacramento No. 68 SACO 29383		No award indicated

<u>Claimant</u>	<u>First Receipt of Claim</u>	<u>Claimant Attorney</u>	<u>Location</u>	<u>Disposition Date</u>	<u>Disposition as to Armstrong</u>
Stanley, John 10786 Stanley La. Garden Grove, CA	2/69	Jerrold M. Wolf 727 West 7th Street Los Angeles, CA	Cal. WCAB Santa Ana No. 68 ANA 23456	6/6/69	Settlement - \$221.87

Armstrong Cork Company's Contract Department

Armstrong Cork Company historically was a low temperature insulation manufacturer and contractor, supplying cork insulation products which were installed by its employees in dairies, ice houses, etc. Except for a limited product line manufactured from approximately 1910-1933, Armstrong Cork's main involvement with high-temperature asbestos-containing insulation products began at the beginning of World War II, when its Contract Department first obtained the right to install products manufactured by Keasbey & Mattison. Armstrong Cork remained an insulation contractor until the end of 1957, when the contracting business was taken over by ACandS. Documents which may expand upon these responses are available for inspection.

PRODUCTS MANUFACTURED BY OTHER COMPANIES AND
INSTALLED BY ARMSTRONG CORK CONTRACT EMPLOYEES

Keasbey & Mattison (1939-1957):

The following products were manufactured and sold by Keasbey & Mattison Company and were installed by Armstrong Cork's Contract Department at various times and at various locations. The actual products installed in any particular location were determined by the contract for insulation installation, product price and availability. Not every product was available at all times or at every location. Information concerning fiber type and content is constructed from the best information available to AWI, and was obtained during the course of the litigation.

85% Magnesia Pipe Covering and Block and Cement contained approximately 10-15% asbestos, either chrysotile or amosite.

Hy-Temp Pipe Covering and Block and Cement contained approximately 13% asbestos, either chrysotile or amosite.

Kamatt Pipe Covering contained amosite in an unknown percentage.

Kaytherm Block contained either chrysotile or amosite in an unknown percentage.

Mani-Ply Insulation contained either chrysotile or amosite in an unknown percentage.

Bestfelt Pipe Covering and Block and Sheet contained either chrysotile or amosite in an unknown percentage.

Air Cell Insulations and Simplex Pipe Insulations consisted of layers of flat and corrugated asbestos felt which was composed of about 75% either chrysotile or amosite asbestos bonded together with a sodium silicate in a special laminating process.

Duplex Wool Felt Pipe Insulation was composed of creped felt, a waterproof felt binder and a canvas jacket in addition to an asbestos paper of either chrysotile or amosite of an unknown percentage.

K&M asbestos cements (Asbestos Insulating Cements were 151 and 152. Other cements were Velvet Hard Finish, Mineral Wool and Amblrex No. 2) were made principally with chrysotile but may also have contained some amosite of an unknown percentage.

K.P. Asbestos Floats were all chrysotile asbestos.

UNARCO (1954-56):

Information obtained during the course of litigation indicates that Armabestos (UNARCO name Unibestos) Pipe Covering and Block contained approximately 50% amosite.

Ehret Magnesia (1957):

Information obtained during the course of litigation indicates that 85% Magnesia Pipe Covering (Calcium Silicate inner layer available) contained either amosite or chrysotile in a percentage between 10-15%.

Baldwin-Hill (1951-56):

Information obtained during the course of litigation indicates that Baldwin Hill #1 Insulating Cement contained chrysotile in an unknown percentage.

Owens-Illinois (1955-57):

Information obtained during litigation indicates that Kaylo Pipe Covering and Block contained either chrysotile or amosite in a varying percentage.

Eagle Picher (1954-57):

Information obtained during litigation indicates that Armatemp 166 Cement (Eagle Picher 66) contained mineral wool with a specially formulated binder during the time that it was being sold to Armstrong Cork Company for use as Armatemp 166, but the information is conflicting about whether the product contained asbestos. Armstrong Cork was unaware that this product contained any asbestos during the applicable period, but Eagle Picher has supplied information during the litigation suggesting that Armatemp 166 contained some amount of chrysotile.

PRODUCTS MANUFACTURED BY ARMSTRONG CORK COMPANY

LT Cork Covering (1956-59) consisted of cork board adhered to a backing of aluminum foil with a thin (16/1000") coating of asbestos paper. The asbestos paper was purchased from the Dobeckmun Company and contained chrysotile in an unknown percentage.

Armaspray (1966-68) was a product containing mineral wool and either amosite or chrysotile at about 8%.

ANDERSON KILL & OLICK, P.C.

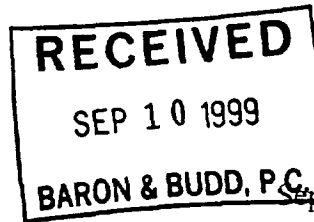
ATTORNEYS AND COUNSELLORS AT LAW

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September 9, 1999

Roberta Ashkin, Esq.
Baron & Budd, P.C.
660 Madison Avenue
New York, NY 10021

Re: **William Moulton** **103587/98**

Dear Ms. Ashkin:

Enclosed please find the Response of Armstrong World Industries, Inc. to Plaintiffs' First Set of Product Identification Interrogatories and Document Requests.

Sincerely,

Alice Jurish
Legal Assistant

Enclosure

NY2-181238.