

Information is provided herein for discovery purposes only and without prejudice to either the foregoing General Objection or objections to specific interrogatories; all such objections are reserved.

Answer to Interrogatory 1:

For the Ford plant at Mt. Clemens, 1952.

Answer to Interrogatory 2:

See answer to Interrogatory 1.

Answer to Interrogatory 3:

No, with respect to the Ford plant at Mt. Clemens.

Answer to Interrogatory 4:

See answer to Interrogatory 3.

Answer to Interrogatory 5:

- a. Marvinol 22 and Marvinol 23.
- b. Marvinol 22 and 23-1960 through 1963 and 1966 through 1975.
- c. Polyvinyl chloride homopolymer.

Answer to Interrogatory 6:

- a. PVC resin.
- b. See answer to Interrogatory 5(a) and (c).
- c. Determined by customer, in this case, apparently to be used for the manufacture of vinyl-coated fabric for automobile upholstery.
- d. Bags or bulk.
- e. Yes. Many other ingredients, depending on the end use.

Answer to Interrogatory 7:

- a. See answer to Interrogatory 1.

- b. It is a generic chemical which was discovered in the 19th century and has been in widespread use for thousands of consumer and industrial products for approximately 40 years. Marvinol 22 and Marvinol 23 are typical PVC resins differing from each other only in molecular weight.
- c. Marvinol 22 and Marvinol 23 are generic chemicals.
- d. Marvinol 22 and Marvinol 23 are made using the suspension process. We have not yet been able to locate such records. If they still exist, they would be at Uniroyal's Painesville, Ohio plant.
- e. This question is ambiguous. Assuming it refers to testing at or about the time PVC originally was designed and developed, Uniroyal has no such records.
- f. There was no one person or particular group of persons responsible for the adaptation of available process technology to the ultimate processes used by Uniroyal. The processes evolved through incorporation and implementation of various then-existing technology. Many people participated, but the names and qualifications of those persons in connection with the extent to which they affected the evolution of the process used by Uniroyal is not presently available. Those persons would have held degrees as either chemists or chemical engineers.

Answer to Interrogatory 8:

This interrogatory is ambiguous as to time, is overbroad as it seeks information irrelevant to this action, and is unduly burdensome. Marvinol 22 and Marvinol 23 are solids in granular form, similar to sugar, and are not likely to be inhaled. No meetings were held with respect to such an occurrence when the product first was developed.

Answer to Interrogatory 9:

No instructions or warnings were given to the Ford plant at Mt. Clemens concerning the use or handling of Marvinol 22 or Marvinol 23 in connection with the specific type of injuries alleged by plaintiffs.

Answer to Interrogatory 10:

See answer to Interrogatory 9.

Answer to Interrogatory 11:

Uniroyal did not develop Marvinol 22 or Marvinol 23. At all times, Uniroyal complied with all safety standards, orders, regulations, laws, rules and design requirements of federal, state and local authorities, including those of the Food and Drug Administration, the U. S. Department of Agriculture and the American Conference of Government Industrial Hygienists.

Answer to Interrogatory 12:

See answer to Interrogatory 11.

Answer to Interrogatory 13:

No records are presently available which contain information requested by this interrogatory. However, Marvinol 22 and Marvinol 23 shipped to Ford's Mt. Clemens plant would likely have been changed only with respect to particle size distribution.

Answer to Interrogatory 14:

If the words "with the product" as used in this interrogatory mean "in connection with the handling or use of Marvinol 22 or Marvinol 23 at Ford's Mt. Clemens plant," the answer is "No."

Answer to Interrogatory 15:

The determination of the type of protective respirator or mask was made by OSHA. Uniroyal has complied with OSHA regulations.

Answer to Interrogatory 16:

Uniroyal manufactured and sold Marvinol 22 and Marvinol 23 to the Ford plant at Mt. Clemens at the times stated in the answer to Interrogatory 5. Those PVC resin products were polymerized by Uniroyal.

Answer to Interrogatory 17:

PVC resins contain small amounts of residual VCM in the resin particles. Marvinol 22 and Marvinol 23 shipped to Ford's Mt. Clemens plant in 1974 would have contained less than 0.02 percent residual VCM. In 1975, the percentage would have been less than 0.01 percent. Uniroyal has no records for VCM content of Marvinol 22 and Marvinol 23 prior to those years.

Answer to Interrogatory 18:

Uniroyal objects to this interrogatory in that the words "release detectable amounts" without further description is ambiguous. For example, Marvinol 22 and Marvinol 23 would not have released amounts of VCM detectable by smell. Certain sophisticated scientific analytical tests were available in 1974 which were used to measure minute amounts of VCM in PVC resin. No analytical method, to Uniroyal's knowledge, was available before 1974, which could reliably measure minute amounts of VCM in air. Until 1974, the available tests would not reliably measure very low levels of VCM in PVC resin.

Answer to Interrogatory 19:

See answer to Interrogatory 18.

Answer to Interrogatory 20:

This interrogatory is identical to that designated as number 16.

DYRENA, GOSSETT, SPENCER, GOODNOW & TRIGG • 35TH FLOOR • 400 RENAISSANCE CENTER • DETROIT, MICHIGAN 48243

Answer to Interrogatory 21:

Ford Motor Company considered that Marvinol 22 conformed to its specification number M96F60. Uniroyal has not yet been able to identify from its records the specifications under which Ford chose Marvinol 23.

Answer to Interrogatory 22:

No.

Answer to Interrogatory 23:

No.

a. Not applicable.

b. The products are not volatile and heat stability is inherent in the products.

Answer to Interrogatory 24:

No.

a. During material times, upon information and belief, Ford Motor Company maintained industrial hygiene employees to inspect for the safety of its employees, and Uniroyal has no information of having been requested to inspect the Ford facility for safety purposes.

b. Not applicable.

Answer to Interrogatory 25:

See answer to Interrogatory 24.

Answer to Interrogatory 26:

Not applicable. (Interrogatories 26-29 are answered on the assumption that the "inspections" referred to therein are the same inspections "relating to the safety to the users of the product" referred to in Interrogatories 24 and 25.)

Answer to Interrogatory 27:

Not applicable.

Answer to Interrogatory 28:

Not applicable.

Answer to Interrogatory 29:

Not applicable.

Answer to Interrogatory 30:

Uniroyal believes there was some advertising of Marvinol 22 and Marvinol 23 in trade publications and technical specification sheets given to users. It is searching for that material.

Answer to Interrogatory 31:

No such general advertisements were a part of the marketing program for Marvinol 22 and 23.

Answer to Interrogatory 32:

In 1974, B. F. Goodrich submitted a written report to NIOSH in connection with hearings on occupational exposure to VCM. A copy of that report can be obtained from NIOSH.

Answer to Interrogatory 33:

See answer to Interrogatories 8 and 9.

Answer to Interrogatory 34:

See answer to Interrogatory 6(e).

Answer to Interrogatory 35:

See answers to Interrogatories 8 and 9.

Answer to Interrogatory 36:

This interrogatory cannot be answered in its present form because of the ambiguous, non-specific, undefined reference to "deleterious materials other than VCM." Although it is uncertain what plaintiffs mean by the quoted phrase, Uniroyal knows of no "deleterious materials other than VCM" in the PVC resin itself. As to fabricating processes in which the PVC resin may be used, Uniroyal is without sufficient information

about "deleterious materials" which may be used as additives by purchasers in those processes.

Answer to Interrogatory 37:

Uniroyal does not "recognize" that Marvinol 22 and Marvinol 23 are "associated" with the plaintiff's condition as described in the complaint. To Uniroyal's knowledge, no recognized, reliable studies have made that association.

Answer to Interrogatory 38:

Uniroyal objects to this interrogatory on the ground that the word "unimpaired" has no meaning in the context in which it appears and the question cannot be answered as posed. According to studies published by The Dow Chemical Company, when VCM is inhaled, it is metabolized by certain animals or it is exhaled. This answer is given under the assumption that "unimpaired" means "unchanged."

Answer to Interrogatory 39:

No.

Answer to Interrogatory 40:

Uniroyal objects to this interrogatory as overly broad. Uniroyal has no records which show causation between VCM exposure and death of its employees from "liver disease" or causation between VCM exposure to its employees and "liver disease."

Answer to Interrogatory 41:

No, with respect to "toxic hepatitis" alleged by plaintiffs.

Answer to Interrogatory 42:

Uniroyal objects to this interrogatory on the ground that it is vague and ambiguous and totally unrelated to the claims in the complaint. Insofar as it requests information concerning a diagnosis of "toxic hepatitis" caused by exposure to Marvinol 22 or Marvinol 23, Uniroyal has no knowledge of such a diagnosis.

Answer to Interrogatory 43:

Uniroyal does not know of any lawsuit against it in which the claim is that the plaintiff contracted "toxic hepatitis" from exposure to Marvinol 22 or Marvinol 23, except this one.

Answer to Interrogatory 44:

Uniroyal has not conducted the test described in this interrogatory at Ford's Mt. Clemens plant in connection with the use by Ford of Marvinol 22 and 23 for many reasons, not the least of which were that the Ford Motor Company did not request it and that it had several suppliers of PVC resin.

Answer to Interrogatory 45:

1974.

Answer to Interrogatory 46:

Yes. The OSHA standard, 29 CFR §1910.1017, required such monitoring.

Answer to Interrogatory 47:

Uniroyal is not presently conducting air sampling in connection with VCM.

Answer to Interrogatory 48:

Uniroyal objects to this interrogatory as irrelevant. See answer to Interrogatory 46. None with respect to prevention of "toxic hepatitis."

Answer to Interrogatory 49:

None with respect to a connection between exposure to VCM or Marvinol 22 or Marvinol 23 and "toxic hepatitis" or the conditions complained of in this action.

Answer to Interrogatory 50:

See answer to Interrogatory 49.

Answer to Interrogatory 51:

See answer to Interrogatory 49.

Answer to Interrogatory 52:

See answer to Interrogatory 49.

Answer to Interrogatory 53:

See answer to Interrogatory 49.

Answer to Interrogatory 54:

See answer to Interrogatory 49.

Answer to Interrogatory 55:

See answer to Interrogatory 49.

Answer to Interrogatory 56:

Not yet determined.

Answer to Interrogatory 57:

See answer to Interrogatory 56.

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG • 35TH FLOOR • 400 RENAISSANCE CENTER • DETROIT, MICHIGAN 48243

Answer to Interrogatory 58:

See answer to Interrogatory 56.

Answer to Interrogatory 59:

See answer to Interrogatory 56.

Answer to Interrogatory 60:

See answer to Interrogatory 56.

Answer to Interrogatory 61:

See answer to Interrogatory 56.

Answer to Interrogatory 62:

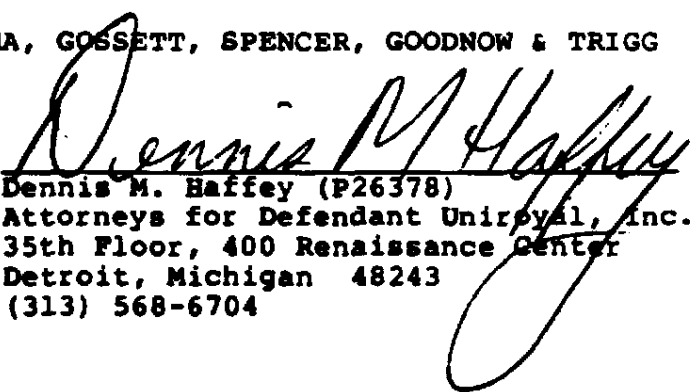
See answer to Interrogatory 56.

Answer to Interrogatory 63:

See answer to Interrogatory 56.

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG

By:


Dennis M. Haffey (P26378)
Attorneys for Defendant Uniroyal, Inc.
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243
(313) 568-6704

DATED: May 20, 1980

URL 08424

VERIFICATION

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

VIRGINIA K. SMITH, being first duly sworn, deposes and says that she is an officer of Uniroyal, Inc., authorized to make this affidavit and to state that the foregoing Answers to First Set of Interrogatories to Defendants are true to the best of Uniroyal's knowledge, information and belief.

Virginia K. Smith
VIRGINIA K. SMITH

Subscribed and sworn to before me
this 16th day of May, 1980.

S. P. Z. S.

Notary Public
EUGENE P. Felt
NOTARY PUBLIC, STATE OF N.Y.
No 60-41 6173
Qualified in Westchester County
Term Expires March 20, 1981 5/

UPL 08425

BYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG • 35TH FLOOR • 400 RENAISSANCE CENTER • DETROIT, MICHIGAN 48243

Plaintiffs,

-v8-

Hon. James Harvey

Defendants.

PROOF OF SERVICE

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss

DEBRA C. LENZNER, being first duly sworn, deposes and says that on the 20th day of May, 1980, she did serve a copy of Defendant Uniroyal Inc.'s Answers to First Set of Interrogatories to Defendants and a Proof of Service upon:

**Paul G. Bogos, Esquire
Bogos, Bogos & Kefgen
1470 Penobscot Building
Detroit, Michigan 48226**

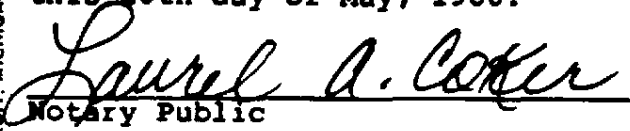
by placing a copy of said pleadings in an envelope addressed as

URL 08426

above with proper postage affixed and depositing same in the
United States Mail.


DEBRA C. LENZNER

Subscribed and sworn to before me
this 20th day of May, 1980.


Notary Public

LAUREL A. COKER
Notary Public, Wayne County, Mich.
My Commission Expires July 13, 1983

DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG • 35TH FLOOR • 800 RENAISSANCE CENTER • DETROIT, MICHIGAN 48243

UJRL 08427