

NO. 95-04-1728-D

MANUEL P. GONZALES, ET AL,) IN THE DISTRICT COURT
Plaintiffs,)
VS.) CAMERON COUNTY, TEXAS
OWENS-CORNING FIBERGLAS)
CORP., ET AL,)
Defendants) 103RD JUDICIAL DISTRICT

PLAINTIFF'S
EXHIBIT
B&R-81

VIDEOTAPED DEPOSITION
OF
RAYMOND MILLER

ANSWERS AND VIDEOTAPED ORAL DEPOSITION OF RAYMOND
MILLER, a witness produced at the instance of the
Plaintiffs, taken in the above styled and numbered
cause on the 23rd day of September, 1997, at
10:09 a.m., before MICHELLE McDANIEL, a Certified
Shorthand Reporter in and for the State of Texas, at
the offices of MEREDITH, DONNELL & ABERNETHY, located
at 6850 Texas Commerce Tower, 600 Travis Street, in
the City of Houston, County of Harris, State of Texas,
in accordance with the Texas Rules of Civil Procedure,
the stipulations hereinafter set forth and pursuant to
Notice.

COPY

deposed. B&R

1 APPEARANCES Page 2 2 3 MR. C. ANDREW WATERS 4 LAW OFFICES OF ANDREW WATERS 5 400 South Zang, Suite 503 6 Dallas, Texas 75208 7 APPEARING FOR PLAINTIFFS 8 MR. JAMES V. HEWITT 9 VERDOLPH, DONNELL & ABERNETHY 10 5500 Texas Commerce Tower 11 5500 Texas Street 12 Houston, Texas 77002 13 APPEARING FOR DEFENDANT 14 BROWN & ROOT, INC. 15 MR. B. HARDING ERWIN, JR. 16 5001 HILLEN & CHASE, L.P. 17 2002 Greenway Plaza 18 Houston, Texas 77046 19 APPEARING FOR DEFENDANT 20 ARMCO 21 MR. JUAN GONZALEZ (via telephone) 22 222 East Van Buren, West Tower 23 Harlingen, Texas 78551 24 APPEARING FOR DEFENDANTS 25 A. R. GRACE and PITTSBURGH-CORNING CORPORATION ALSO PRESENT: DANIEL PARIS, VIDEOGRAPHER	Page 3 1 complied with. 2 IT IS FURTHER agreed by and between the parties 3 hereto, through their attorneys appearing herein, that 4 if the deposition is not signed and filed prior to any 5 hearing in this cause, that said deposition or a 6 certified copy thereof may be used on the trial of 7 this cause with the same force and effect as though 8 the same had been read and signed by the said witness. 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25
1 INDEX Page 3 2 3 WITNESS: RAYMOND MILLER 4 5 Examination by Mr. Waters Page 9 6 Examination by Mr. Hewitt Page 122 7 Examination by Mr. Erwin Page 125 8 Re-Examination by Mr. Waters Page 126 9 Examination by Mr. Gonzalez Page 133 10 11 Witness' Signature Page 137 12 Corrigendum Page 138 13 Reporter's Certificate Page 140 14 15 EXHIBITS: 16 1 Notice Page 6 17 18 19 20 21 22 23 24 25	Page 4 1 PROCEEDINGS 2 * * * 3 (Deposition Exhibit No. 1 was 4 marked for identification.) 5 MR. HEWITT: We're now on the 6 record for the deposition of Mr. Raymond 7 Miller. Mr. Miller does have the desire 8 to read and sign his deposition. And if 9 you will be good enough to send the 10 correction sheets and signature page to 11 me, I'll see that Mr. Miller gets it. The 12 original deposition can go to Mr. Waters. 13 THE REPORTER: Sure. 14 MR. HEWITT: And Mr. Miller is a 15 former Brown & Root employee who we are 16 producing pursuant to the Court's 17 instructions relative to an earlier 18 deposition corporate notice that had been 19 directed to Brown & Root. 20 Mr. Miller has voluntarily agreed 21 to appear for his deposition in this case 22 as pending down in Cameron County. 23 Brown & Root does not control Mr. Miller's 24 actions, but Mr. Miller has been good 25 enough to agree to present himself for
1 AGREEMENTS Page 4 2 3 AS PER RULE 11, the following agreements were 4 agreed to by and between the parties thereto, through 5 their respective attorneys appearing herein: 6 IT IS HEREBY agreed by and between the parties 7 hereto, through their attorneys appearing herein, that 8 any and all objections to any question, except as to 9 form, or answer, except as to responsiveness, 10 contained herein may be made upon the offering of this 11 deposition in evidence upon the trial of this cause 12 with the same force and effect as though the witness 13 were present in person and testifying from the witness 14 stand. 15 IT IS FURTHER agreed by and between the parties 16 hereto, that an objection made by one counsel for the 17 respective parties shall be considered good for all 18 other counsel present. 19 IT IS FURTHER agreed by and between the parties 20 hereto, through their attorneys appearing herein, that 21 this deposition may be signed before any Notary Public 22 and thereafter returned into Court and used upon the 23 trial of this cause with the same force and effect as 24 though all requirements of the Rules and Statutes with 25 reference to signature and return had been fully	Page 5 1 deposition for Mr. Waters today. 2 MR. WATERS: Can you tell me which 3 of the several areas he is responsive to 4 in terms of our request for persons with 5 knowledge of specific issues? 6 MR. HEWITT: The second and third 7 areas relative to work out there. 8 MR. WATERS: Work and safety 9 practices? 10 MR. HEWITT: I don't think safety 11 practice was set out. I don't have the 12 deposition notice in front of me. I would 13 be glad to go get a copy. But I think -- 14 MR. WATERS: Well, it's not in the 15 notice. It goes back to whatever the 16 Court ordered. 17 MR. HEWITT: It's relative -- he 18 has knowledge relative to work that 19 Brown & Root performed out there and 20 identity of some of the Brown & Root folks 21 who may have been out at the Armco Houston 22 steel plant. 23 MR. WATERS: All right. 24 MR. ERWIN: Andy, can we have an 25 agreement that an objection by one

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1 defendant is good as to all?

2 MR. WATERS: All that are present,

3 including Juan.

4 THE VIDEOGRAPHER: We are on the

5 record at 10:09 a.m. This is the

6 videotaped deposition of Raymond Miller in

7 the matter of Manuel P. Gonzales, et al.,

8 versus Owens-Corning Fiberglas

9 Corporation, et al.

10 Today's date is September 23rd,

11 1997. This deposition is taken at

12 Meredith, Donnell & Abernethy, 600 Travis

13 Street, Houston, Texas. Videographer is

14 Daniel Papp of Diana Henjum Reporting

15 Services.

16 Would counsel please announce their

17 appearance for the record.

18 MR. WATERS: Andy Waters for the

19 plaintiffs.

20 MR. ERWIN: Harding Erwin for

21 Amco.

22 MR. HEWITT: Jim Hewitt for Brown &

23 Root, USA, Incorporated.

24 Mr. Gonzalez? Mr. Gonzalez?

25 Hello.

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1 MR. GONZALEZ: Hello.

2 MR. HEWITT: Yes. Do you want to

3 state your appearance for the record?

4 MR. GONZALEZ: This is Juan

5 Gonzalez with Adams & Graham appearing by

6 telephone for Pittsburgh-Corning and

7 W. R. Grace.

8 ***

9 RAYMOND MILLER

10 was called as a witness and, having been first duly

11 sworn by the court reporter, testified as follows:

12 ***

13 EXAMINATION

14 ***

15 BY MR. WATERS:

16 Q. Can you tell us your full name,

17 Mr. Miller?

18 A. Yes. My name is Raymond E. Miller.

19 Q. What does the "E" stand for?

20 A. Eugene.

21 Q. All right. Do you go by Ray or Raymond?

22 A. Ray.

23 Q. All right. How old a man are you,

24 Mr. Miller?

25 A. 66.

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1 Q. So, let's see. Born in 1931?

2 A. Uh-huh.

3 MR. HEWITT: Mr. Miller, you have

4 to speak up. You have to speak up.

5 THE WITNESS: I'm not talking loud

6 enough?

7 MR. HEWITT: Yes, sir.

8 THE WITNESS: Okay.

9 Q. (BY MR. WATERS) Well, let me give you

10 a -- have you ever given a deposition like this

11 before?

12 A. Yes.

13 Q. Have you ever given a deposition like this

14 before where you had --

15 A. Yes.

16 Q. Okay. If for -- I want you to wait and

17 make sure you understand my questions before you

18 answer. And if for some reason I ask you a question

19 that you don't understand, would you ask -- ask me to

20 correct it or change the question?

21 A. Yes.

22 Q. Okay. Similarly, it's important for you

23 to give an oral response rather than a nod or shake of

24 the head. Okay?

25 A. Yes.

Page 11

1 Q. Very well. Where are you from originally,

2 Mr. Miller? Where were you born and raised?

3 A. Born in San Antonio, Texas, raised in

4 South Texas, and came to Houston in 1956.

5 Q. All right. And let's see. You would have

6 been about 25 years of age at that time, 1956?

7 A. Yes.

8 Q. Okay. How far did you get in school, sir?

9 A. One year of college.

10 Q. Okay. And where was -- where was that

11 year?

12 A. University of Houston.

13 Q. U of H? Was that in '56 or

14 approximately --

15 A. Well, it was in night school in Houston.

16 Q. All right. What year did you graduate

17 from high school?

18 A. 1948.

19 Q. And that was in San Antonio?

20 A. No, in Mathis.

21 Q. Mathis. What did you do between 1948 when

22 you graduated from high school and 1956 when you came

23 to Houston?

24 A. I worked for a small construction company,

25 just a local contractor in Mathis, for a while as a

Page 12

1 carpenter helper and then went to work for the Texas

2 Highway Department in Alice, Texas.

3 Q. All right. I'm sorry. What kind of

4 contractor that was?

5 A. It was just -- he was a little -- he was a

6 small carpenter contractor.

7 Q. Doing residential work or --

8 A. Yes.

9 Q. Okay. All right. And what was it that

10 brought you to Houston in 1956?

11 A. I came to work for Brown & Root

12 Q. Okay. What was the nature of the position

13 that you came to start working for them?

14 A. I came to work as a party chief.

15 Q. Party chief?

16 A. Uh-huh.

17 Q. What -- what is a -- what was a party

18 chief?

19 A. It's a fellow that runs a survey crew.

20 Q. And what -- and back in 1956, what was the

21 nature of the work of the survey crew?

22 A. To do the original surveys for the

23 Mt. McKinley -- the road into Mt. McKinley National

24 Park in Alaska.

25 Q. Oh. Were you -- had you learned the

Page 1

1 trade of surveying while working for the Highway

2 Department?

3 A. Yes.

4 Q. And was it that skill that they hired

5 you -- that Brown & Root hired you for? Is that why

6 they wanted you to come to work for them, to be a

7 surveyor?

8 A. Yes.

9 Q. For how long a period of time -- well, let

10 me put it to you this way: After you hired on with

11 Brown & Root, was the Alaska job your first one?

12 A. Yes, it was.

13 Q. And how long a job was that?

14 A. About four months.

15 Q. Okay. What did you do after that?

16 A. Came back to Houston.

17 Q. All right.

18 A. Applied to Brown & Root engineering.

19 Q. Okay. And this is in '56 or '57?

20 A. '56.

21 Q. Still '56. Okay. And so were you

22 applying for a different position, in effect?

23 A. Well, I was just applying for anything

24 because I didn't have a job.

25 Q. Okay. The surveying position that you had

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1 initially, that was no longer available, the work was
2 done?
3 A. The work was not completed, but it was --
4 that portion for that year was completed.
5 Q. All right. So, you applied for an
6 engineering position?
7 A. I applied for really anything they had.
8 Q. Fair enough. And what did you wind up
9 with?
10 A. As a draftsman.
11 Q. Tell me what a -- what -- what does a
12 draftsman do, what kind of work?
13 A. Prepares engineering drawings.
14 Q. Okay. For what type of facilities?
15 A. These were primarily offshore platforms
16 and civil drawings.
17 Q. I'm sorry. Civil drawings?
18 A. Yes.
19 Q. And what are civil drawings, if you can
20 tell me what you mean by that?
21 A. It's -- civil work is related to concrete,
22 reinforcing steel, the related items to dirt work.
23 Q. Okay. When you're talking about civil
24 projects, what types of projects, what types of
25 construction come to mind?

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1 A. Highways, concrete projects, any of those
2 items that -- that are related to the civil field.
3 Q. Okay. Well, would that include work at
4 steel mills, for example?
5 A. Yes, it would.
6 Q. Okay. Would it include work at
7 refineries?
8 A. Yes, it would.
9 Q. What other types of industrial facilities
10 would fall within this civil area that you've
11 described?
12 A. Most any of them that had roads, dirt
13 work, concrete work.
14 Q. Structural work?
15 A. Reinforcing steel, structural steel work,
16 those kind of items.
17 Q. All right. In the -- in the early time
18 frame, right when you started doing this work in 1956,
19 what percentage or what approximate amount of your
20 work was related to offshore platforms as opposed to
21 this civil work that you've described?
22 A. Probably 50/50.
23 Q. For how long a period of time did that
24 remain the case?
25 A. Until 1958.

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1 Q. Okay. So, for a couple of years, that was
2 what you were doing?
3 A. Uh-huh.
4 Q. What changed in 1958?
5 A. I transferred to another division in
6 Brown & Root.
7 Q. And what division was that?
8 A. The -- it was industrial civil division.
9 Q. And what was the nature of the work
10 with -- with the industrial civil division for Brown &
11 Root?
12 A. Went over there and did estimating and
13 related items.
14 Q. Describe what you mean by estimating.
15 A. Take a set of drawings, make the material
16 takeoffs, get the unit prices --
17 Q. Uh-huh.
18 A. -- and put the estimate together for the
19 project.
20 Q. Okay. So, you would evaluate the -- from
21 the drawings and the materials that would be necessary
22 for the work and put together an estimate for the
23 customer and for Brown & Root?
24 A. I would put together a part of the
25 estimate, yes.

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1 Q. Okay. Would the part of the estimate that
2 you would put together relate to -- would it -- would
3 it include labor costs?
4 A. Yes.
5 Q. Okay. Would it include materials that
6 would be used?
7 A. Yes.
8 Q. What would it not include? What parts of
9 the estimate -- overall estimate would not be included
10 in your work after 1958?
11 A. I would not have done the electrical or
12 the piping or the mechanical.
13 Q. Okay. But I presume that Brown & Root
14 would provide to its customer, and for its own
15 purposes, an estimate of the cost and materials
16 associated with electrical, piping, and mechanical?
17 A. Yes.
18 Q. And who -- who would do that or how -- how
19 was that done separate from the work that you did?
20 A. Well, we had -- we had one section, which
21 would be a -- we'd take care of the dirt work, the
22 concrete work, this kind of thing. We'd have another
23 group of people that would take care of the electrical
24 and another group of people that would take care of
25 the piping.

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1 Q. Okay. Would the people that took care of
2 the piping be the same people that would take care of
3 the insulation that was necessary for the piping?
4 A. Not necessarily.
5 Q. Okay. What would -- tell me under what
6 circumstances or what the insulation materials would
7 fall under. Could that fall --
8 A. Probably under subcontract.
9 Q. Okay. What did you consider your portion
10 of the estimating process to be? Was it general, was
11 it -- did it -- I mean, how would you describe that?
12 Did it just cover concrete?
13 A. Civil related items.
14 Q. Civil related items?
15 A. Uh-huh.
16 Q. What do you mean by that?
17 A. Concrete, rebar, dirt work.
18 Q. Okay.
19 A. Those items related to that.
20 Q. Okay. So, you would be involved with the
21 estimation process for things like concrete, rebar,
22 and dirt work; and someone else for Brown & Root would
23 be involved with the estimating process for
24 electrical, correct?
25 A. Yes.

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1 Q. And someone else would be involved with
2 the estimating process for piping?
3 A. Yes.
4 Q. And someone else would be involved with
5 the estimation process for mechanical?
6 A. As far as equipment is concerned, yes.
7 Q. Are there any other aspects of the
8 estimation process that we have not covered, at least
9 in general?
10 A. Yes.
11 Q. What would that be?
12 A. They would be the markups.
13 Q. Okay. You were not involved with the
14 markups?
15 A. No.
16 Q. And to be -- make sure I'm clear on that,
17 when -- when you say "markups," do you mean the profit
18 margin that Brown & Root would put on -- on the top of
19 the -- all these other related costs, which would be
20 their profit for the project, or at least --
21 A. That's -- that's a part of it.
22 Q. What else is involved with markups?
23 A. Overhead.
24 Q. Okay.
25 A. Insurance.

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1 Q. All right. What about work that was going
2 to be subcontracted out, let's say pipe insulation
3 work? How would that figure into the estimation
4 process?
5 MR. HEWITT: I'm going to object to
6 the overbroad form of the question.
7 A. Would you repeat that question for me,
8 please.
9 Q. (BY MR. WATERS) Sure. You indicated in
10 your -- in your earlier testimony that, for example,
11 thermal insulation might not be covered under piping
12 as per the estimation process and that that would be
13 under subcontract. I think that you said something
14 like that. I don't mean to put words in your mouth,
15 but that's -- I recall something like that.
16 And so my question to you is: Can you
17 tell me just in general how that area would be
18 addressed as part of the estimation process to give
19 Brown & Root and the customer a sense of the cost
20 involved with that?
21 MR. HEWITT: Objection; overbroad
22 and vague, indefinite in terms of scope.
23 A. By subcontract.
24 Q. (BY MR. WATERS) Okay. Well, did you give
25 the customer an idea of the cost associated with the

Page 21

1 subcontract before the contract was entered into?
2 A. Repeat that for me, will you, please.
3 Q. Yeah. And I -- I'm just having trouble
4 understanding.
5 A. Okay.
6 Q. I'm sort of presuming -- and obviously you
7 know a lot more about this than I do -- but presuming
8 that -- that part of the estimation process was to
9 advise the customer of the cost of the project and all
10 of the different costs, be they electrical, piping,
11 mechanical, concrete, rebar, dirt work, whatever costs
12 are associated with the producing the finished
13 product, that the customer and Brown & Root would want
14 to know what those were going to be. Is that a fair
15 statement?
16 A. In some instances. If it's a lump-sum
17 contract --
18 Q. Okay.
19 A. -- they don't -- they don't have a right
20 to know.
21 Q. Okay.
22 A. Because we're giving them a price for a
23 project that's turnkey.
24 Q. Oh, okay. And so when you do a turnkey
25 project or a lump-sum project, you wouldn't

Page 22

1 necessarily -- there would be no reason for you to
2 break it down and tell the customer what portion of
3 that is for electrical, what portion is for piping,
4 and et cetera, et cetera; is that correct?
5 A. That's correct.
6 Q. Okay. Can you give me a sense of what
7 portion, just in general, of your projects were
8 turnkey projects like that?
9 A. Are you looking for a percentage?
10 Q. Just a generalization. I'm just trying to
11 get a sense of how much of your work would have been
12 that, just as generally as you can.
13 MR. HEWITT: Object.
14 Q. (BY MR. WATERS) A range, if you will.
15 MR. HEWITT: And, again, I object
16 to the overbroad, vague form of the
17 question. It's not limited in scope as to
18 time and geographical location.
19 Q. (BY MR. WATERS) I'm talking about in the
20 late Fifties when you started this work.
21 A. Probably most of the work was lump sum at
22 that time.
23 Q. Okay. And how long did you do this --
24 this work, starting in 1958?
25 A. Until 1961.

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1 Q. Okay. Can you give me a sense of what
2 portion of the -- the insulation work on -- just in
3 general would have been subcontracted out?
4 MR. HEWITT: Object to the
5 overbroad form of the question. It's not
6 limited in scope as to location or time
7 period.
8 Q. (BY MR. WATERS) And, again, speaking of
9 the '58 to '61 time frame when you're doing this work.
10 MR. HEWITT: Same -- same
11 objections.
12 A. We would sub it. And I can't give you a
13 percentage of the total volume of a particular
14 contract because it varies.
15 Q. (BY MR. WATERS) Okay. I mean, were there
16 some jobs where Brown & Root did all of the insulation
17 work?
18 MR. HEWITT: Again, same
19 objections.
20 A. I really don't know, because I didn't do
21 all of the work at -- at Brown & Root.
22 Q. (BY MR. WATERS) Okay. '58 to '61, did
23 you have any involvement with projects either ongoing
24 or new projects at the Armco Steel facility or -- may
25 have -- may have been still called Sheffield Steel at

Page 24

1 that time?
2 A. Yes.
3 Q. Okay. What kind of projects did you-all
4 do back in '58 and '61 that you can recall?
5 A. Well, the 160 inch combination mill was
6 one of them.
7 Q. The 116th?
8 A. 160 inch combination mill.
9 Q. Was that a -- a project that was
10 constructed in that time frame?
11 A. Yes, it was.
12 Q. And were you involved with the estimation
13 process for that project?
14 A. No.
15 Q. Have you reviewed any documents with
16 respect to that project?
17 A. No.
18 Q. Have you reviewed any documents prior
19 to -- prior to coming here for your deposition today,
20 either earlier today or at some other time in
21 preparation for your testimony here?
22 A. No.
23 Q. Let's talk about that briefly. Have you
24 had an opportunity to meet with the attorney for
25 Brown & Root, Mr. Hewitt, prior to starting your

Page 25

1 deposition today?
2 A. No, sir, I had not met Mr. Hewitt before
3 today.
4 Q. All right. Had you spoken to Mr. Hewitt
5 on the telephone before today?
6 A. No, sir.
7 Q. Had you spoken with Mr. -- with someone
8 from Mr. Hewitt's office before your deposition today?
9 A. Yes.
10 Q. All right. And who was that?
11 A. His --
12 MR. HEWITT: Alan Marks.
13 A. Alan Marks, yeah.
14 Q. (BY MR. WATERS) All right. And did you
15 understand that Mr. Marks was another attorney
16 representing Brown & Root?
17 A. Yes, I did.
18 Q. Okay. Did Mr. Marks come and meet with
19 you?
20 A. Yes, he did.
21 Q. Okay. And -- and where was that meeting,
22 in your home?
23 A. No. It was at Brown & Root's office.
24 Q. And were there other attorneys in
25 attendance for Brown & Root, perhaps Brown & Root

Page 26 1 in-house counsel? 2 A. No. 3 Q. Just you and Mr. Marks met? 4 A. Yes. 5 Q. And when did that meeting take place? 6 A. I don't know the exact date. Probably 7 three weeks ago. 8 Q. Okay. How long did you meet with 9 Mr. Marks? 10 A. First time, probably two hours. 11 Q. Okay. And the second time you met with 12 the Brown & Root lawyer, about how long? 13 A. I met -- no. I met with Mr. Marks again. 14 Q. Okay. And the second time you met with 15 Mr. Marks, how long was that? 16 A. Probably two, two and a half hours. 17 Q. Okay. So, somewhere total meetings with 18 Mr. Marks, who's representing Brown & Root, for about 19 four and a half hours total? 20 A. Yes. 21 Q. All right. 22 A. That's approximately. 23 Q. Did you and Mr. Marks review any 24 documentation together? 25 A. We reviewed a layout of the Armco plant.	Page 29 1 record was read by the 2 reporter.) 3 A. No. 4 Q. (BY MR. WATERS) You're not here to tell 5 the jury that you believe Mr. Pyle wasn't exposed to 6 asbestos or anything of that nature? 7 A. Repeat that again, would you, please. 8 Q. You're not here to tell the jury in this 9 case that, for example, Mr. Pyle was not exposed to 10 asbestos? 11 MR. HEWITT: Same objections. 12 A. No. 13 Q. (BY MR. WATERS) Okay. Fair enough. 14 Do you have any opinions about whether or 15 not Mr. Pyle as an Armco electrician may or may not 16 have been exposed to asbestos dust created by 17 Brown & Root employees? 18 MR. HEWITT: Objection; overbroad 19 and vague and speculative. 20 A. Repeat that question again. 21 Q. That one I'll get her to read back. 22 (The requested portion of the 23 record was read by the 24 reporter.) 25 A. No.
Page 27 1 Q. All right. Did you review the layout on 2 both times that you met with Mr. Marks? 3 A. Yes. 4 Q. And did you understand in your meetings 5 with Mr. Marks that at some point in time you were 6 going to be giving a deposition probably in the case? 7 A. Yes. 8 Q. Other than the layout, sir, have you 9 reviewed any other documents or materials relevant to 10 your deposition today? 11 A. No. 12 Q. Do you still have any Brown & Root related 13 materials at your home or in your possession at home? 14 A. No, not that I'm aware of. 15 Q. Okay. Tell me, if you will, what 16 Mr. Marks told you about this case, what you can 17 recall. 18 A. That -- that Brown & Root was -- was a 19 party in a suit by Mr. Pyle (phonetic) -- 20 Q. Uh-huh. 21 A. -- that was coming to trial in the not to 22 distant future. 23 Q. Did he give you any information about 24 Mr. Pyle's job duties or Mr. Pyle's job description? 25 A. Yes.	Page 30 1 Q. (BY MR. WATERS) Do you have any opinions, 2 based on your review of the survey report and your 3 discussions with Mr. Marks or any other -- at -- any 4 other information you may have, concerning Brown & 5 Root's use of asbestos materials or work around 6 asbestos materials at the Houston Armco Sheffield 7 plant? 8 MR. HEWITT: Object to the 9 overbroad form of the question. Also, 10 it's not clear what you mean by "survey 11 report." It's ambiguous and misleading. 12 MR. ERWIN: I'm sorry, Andy. I was 13 going to ask as well. 14 MR. WATERS: Whatever he looked at. 15 What did he -- maybe I used the wrong 16 term. I'm sorry. 17 MR. ERWIN: The plant layout? 18 MR. WATERS: The plant layout. 19 MR. HEWITT: The plot or layout. 20 Q. (BY MR. WATERS) I'm sorry. To clarify, I 21 meant the plot or layout, the diagram that you -- 22 A. Then ask me that -- that one again. 23 Q. I'll have to have her read those back. 24 (The requested portion of the 25 record was read by the
Page 28 1 Q. What did he tell you? 2 A. That Mr. Pyle was an electrician. 3 Q. Okay. What else did he tell you about 4 Mr. Pyle's job duties? 5 A. Not any -- not -- not any that I can 6 remember. 7 Q. Okay. Did Mr. Marks ask you if you had 8 any opinions about Mr. Pyle's potential exposure to 9 asbestos? 10 A. No. 11 Q. Do you have any opinions about Mr. Pyle's 12 potential exposure to asbestos while employed at 13 Armco? 14 MR. HEWITT: Object to the 15 overbroad, vague form of the question. 16 It's also speculative. 17 Q. (BY MR. WATERS) You can answer. 18 A. Repeat the question for me, would you, 19 please. 20 MR. WATERS: Would you read that 21 back, please, to Mr. Miller. 22 I can never get it exactly the same 23 way; so, I have to read it -- 24 THE WITNESS: Sure. 25 (The requested portion of the	Page 31 1 reporter.) 2 MR. HEWITT: I also object to the 3 question on the ground that it assumes 4 facts not in evidence. 5 A. No. 6 Q. (BY MR. WATERS) When did you first visit 7 the Armco facility? 8 A. 1961. 9 Q. Okay. Now, tell me this: In '61, how did 10 your job duties or your job description change? 11 A. I went out there as a -- as a cost 12 engineer. 13 Q. To the facility? 14 A. Yes. 15 Q. All right. So, you were actually employed 16 on site? 17 A. Yes. 18 Q. And for how many years or what length of 19 time did you work at the -- actually at the Armco 20 facility? 21 A. From 1961 until 1983, with the exception 22 of about three years. 23 Q. What three years would those have been? 24 A. In the late -- late Sixties. 25 Q. Okay. What were you doing in that time

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1 frame?
2 A. In that three years?
3 Q. Yes, sir.
4 A. I was -- I was still working for
5 Brown & Root at -- at another facility.
6 Q. What facility was that?
7 A. One of them was the coppers plant across
8 from Armco Steel.
9 Q. Uh-huh.
10 A. Another one was the relocation of the
11 coppers over off of Collingsworth, from Collingsworth
12 to another part on the north side of town.
13 Q. All right. How long were you a cost
14 engineer? How long was that your -- your title
15 starting in '61?
16 A. I can't really recall.
17 Q. Well, at some point in time, did -- did
18 your duties and your title change? Can you give me a
19 general idea of that? Were you a cost engineer up
20 until the time you took those three years or went
21 somewhere else?
22 A. Yes, I believe so.
23 Q. All right. When you came back in the late
24 Sixties or wherever after that three years, were you
25 still a cost engineer?

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1 A. No.
2 Q. Okay. What were you when you came back in
3 the late Sixties?
4 A. I came back as a superintendent.
5 Q. In the time frame starting in '61 when you
6 were a cost engineer up until you left the facility in
7 the late Sixties, can you give me just a thumbnail
8 sketch of your duties and responsibilities as a cost
9 engineer?
10 A. I went out and physically measured what we
11 were doing so we could come up with the quantities
12 necessary to estimate how we were doing on the
13 project.
14 Q. All right. Were there Brown & Root
15 personnel employed at Armco doing contracting work
16 continuously from 1961 to 1983?
17 A. Yes.
18 Q. Okay. And give me a sense of that in
19 the -- and let's start with the early Sixties. About
20 how many Brown & Root employees were working out there
21 on a regular basis?
22 A. That varied depending on the workload.
23 Q. Okay. Can you give me a high and a low?
24 Again, we're talking about the time frame from '61
25 until the late Sixties when you went somewhere else

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1 for a few years.
2 A. I would -- I would -- I would say probably
3 around 400 high, 500 high.
4 Q. Okay.
5 A. Maybe 50 low.
6 Q. Okay. And -- and in terms of, again, that
7 same time frame, can you give me what the average
8 would have been approximately for that whole time
9 frame?
10 A. No, I couldn't, because it's depending on
11 what -- what kind of work we had.
12 Q. Let's talk about the time frame after you
13 came back in the -- after that three-year time frame
14 in the late Sixties.
15 Can you give me a sense again of the
16 range, the high and the low of the number of
17 Brown & Root employees working out there?
18 A. Low might have been 30.
19 Q. Okay.
20 A. And high would probably have been
21 somewhere, 8-, 900.
22 Q. All right. All right. Did -- was
23 Brown & Root organized and have it's employees
24 organized by crafts?
25 A. Yes.

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1 Q. Let's just take the -- the earlier time
2 frame again. And from now on, when I speak about the
3 earlier time frame, I'm talking '61 to the late
4 Sixties. When I use the term "late time frame,"
5 that's after you get back from the late Sixties. Is
6 that fair enough?
7 A. Sure.
8 Q. Okay. Talking about the early time frame,
9 did Brown & Root employ craftsmen who were called
10 "insulators" at the Armco facility?
11 A. Not that I recall.
12 Q. Okay. Did Brown & Root employ personnel
13 that were called "pipefitters" in that time frame?
14 A. Yes.
15 Q. Okay. And tell me what the nature and the
16 duties would have been of a Brown & Root pipefitter
17 working at Armco Steel in the early period.
18 A. It would have been installing piping on
19 the -- on the combination mill.
20 Q. Can you give me a sense of approximately
21 how much piping was installed on the combination mill
22 in the early time frame?
23 A. No, sir, I can't.
24 Q. Okay. Would it have been thousands of
25 feet?

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1 A. Yes.
2 Q. Would it have been tens of thousands of
3 feet?
4 A. Very possibly.
5 Q. So, what we're -- now, would that have
6 been steam piping?
7 A. It would have been all kind of piping.
8 Q. All right. And pipefitters don't just
9 work on steam pipe, do they?
10 A. No.
11 Q. The steam pipes that were installed at the
12 combination mill would have been insulated, correct,
13 sir?
14 A. Yes.
15 Q. Okay. And are you aware of the fact that
16 those were typically insulated with asbestos
17 insulation, thermal insulation materials?
18 A. No, sir, I --
19 MR. HEWITT: Object to the
20 speculative form of the question.
21 MR. GONZALES: Objection; calls for
22 speculation, assumes facts not in
23 evidence.
24 Q. (BY MR. WATERS) Okay. You can answer.
25 I'm sorry.

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1 A. I'm aware that they were insulated, but
2 I'm not aware of what the product was.
3 Q. All right. You can't tell us, for
4 example, the names of any of the products that were
5 used, the brand names, or can you?
6 A. No.
7 Q. And you can't tell us what the products
8 were made out of?
9 A. No.
10 Q. That is to say, in particular, whether or
11 not they contained asbestos?
12 A. No.
13 Q. Did you have a general understanding back
14 in the early period that thermal insulation for steam
15 pipe often contained asbestos?
16 MR. HEWITT: Object to the
17 overbroad, vague form of the question.
18 Assumes facts not in evidence.
19 A. No.
20 Q. (BY MR. WATERS) Okay. Did you even know
21 what asbestos was in the early period?
22 A. Not really.
23 Q. Okay. And I take it from that that you
24 had no concept that asbestos could be a hazardous
25 substance, at least in the early period?

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1 A. No, sir.
2 Q. Fair enough. Can you give me the
3 dimensions of the combination mill approximately, in
4 terms of its overall sizes?
5 A. Length was probably 1500 feet by width,
6 150. And that's probably a little bit oversized
7 because it varied in size like this (indicating).
8 Q. Was not an absolute --
9 A. It was not a rectangle.
10 Q. -- rectangle? I see. Okay. All right.
11 And was the construction on that project completed
12 in -- during the early period, '61 to the late
13 Sixties?
14 A. Yes, it was.
15 Q. Was that -- was that project begun when
16 you went to work up there in about '61?
17 A. It was already started.
18 Q. It was already started?
19 A. Yes.
20 Q. Okay. At what point in time was any area
21 of the combination mill being used by Armco; that is
22 to say, at what point in time had -- had sufficient
23 construction been completed so that the Armco
24 employees were working in the facility?
25 A. I don't know that I can give you a time.

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1 Q. Well, let me see if I can try to narrow it
2 for you a little bit.
3 A. Okay.
4 Q. You've indicated that from '61 until the
5 late Sixties you were involved with this -- this
6 process, this project. When you left, the project was
7 completed, correct?
8 A. Yes, that's true.
9 Q. Okay. So, certainly at that time, the
10 Armco employees were working in the combination mill?
11 A. Yes.
12 Q. All right. Was there a time period before
13 the total completion of the project where Armco
14 employees were able to start working in there and --
15 and utilizing the facility, at least part of the
16 facility?
17 A. Are you talking about from a -- from
18 rolling steel?
19 Q. Yes, sir.
20 A. No.
21 Q. Okay. Were there any Armco employees in
22 the facility prior to its completion?
23 MR. HEWITT: Objection;
24 speculative.
25 A. I can't answer that because --

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1 Q. (BY MR. WATERS) You can't say one way or
2 the other?
3 A. Well, somebody could have walked through
4 it.
5 Q. Right. Okay. So, while the construction
6 was ongoing and the Brown & Root employees were doing
7 the work, certainly Armco employees, at a minimum,
8 could have walked through the facility?
9 MR. HEWITT: Objection;
10 speculative, and it's a
11 mischaracterization of his testimony.
12 Q. (BY MR. WATERS) You can answer.
13 A. Yes, it's possible.
14 Q. All right. You didn't put up -- the
15 Brown & Root people didn't put up barricades or have
16 security to keep the Armco people out of the project,
17 did they?
18 A. We didn't have security, no. But it was
19 common knowledge that this was a construction area,
20 and it was so identified.
21 Q. Okay. All right. Were all of the
22 Brown & Root construction areas identified in that
23 fashion?
24 A. No.
25 Q. Okay. And in terms of -- putting aside

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1 new construction for the moment, in terms of
2 maintenance projects, those were ongoing as well, were
3 they not, at the facility?
4 MR. HEWITT: Objection; overbroad
5 and vague.
6 A. Well, first of all, we didn't do
7 maintenance work out there.
8 Q. (BY MR. WATERS) Okay. And are you
9 speaking of the early time frame, or are you speaking
10 of the entire time frame you were there?
11 A. I'm talking about the whole time frame.
12 Q. Okay. And just so we're clear on what you
13 mean, what do you mean by "maintenance"? When you say
14 that -- that they didn't do maintenance work out
15 there, what are you -- what are you telling me?
16 A. I'm telling you that -- that Armco had a
17 maintenance department.
18 Q. Okay.
19 A. And they did the maintenance on their own
20 mills.
21 Q. All right. Does that mean that
22 Brown & Root employees were only involved with what I
23 call new construction?
24 A. Not necessarily.
25 Q. All right. Explain that difference for me

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1 so it's not --
2 A. Okay. We had a miscellaneous construction
3 contract with them.
4 Q. All right. Was that throughout the whole
5 time frame you were there?
6 A. Yes.
7 Q. Tell me what the miscellaneous
8 construction contract, what kind of work that
9 involved.
10 A. If we -- if they had something that they
11 wanted done in the mill --
12 Q. Uh-huh.
13 A. -- and it was in our expertise to do it --
14 Q. Uh-huh.
15 A. -- then we gave them a price; and if they
16 accepted that price, they would let us do the work.
17 Q. All right. And so there were a number of
18 miscellaneous construction projects that would have
19 been done from '61 to '83?
20 A. Yes, sir.
21 Q. All right. And would those have been in
22 the nature of maintenance; that is to say, working on
23 materials that are already there, structures that are
24 already there, as opposed to creating or building new
25 structures?

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1 A. Yes.
2 Q. All right. Can you give me a sense of --
3 of -- well, first of all, in the early time frame,
4 were you involved at all with the miscellaneous
5 construction contracts?
6 A. No.
7 Q. All right. Were you when you became a
8 superintendent for the later part?
9 A. Yes.
10 Q. All right. Are you aware from the fact
11 that you were at the facility that Brown & Root
12 performed a variety of miscellaneous construction
13 projects or maintenance projects in the early time
14 frame?
15 A. Yes.
16 Q. With respect to the later time frame,
17 going all the way to 1983, give me a sense, if you
18 can, of your duties and responsibilities as a
19 superintendent.
20 A. I was -- originally, as a superintendent,
21 I was in charge of the dirt work, the concrete work, a
22 number of the subcontractors, which would be related
23 to the -- to the civil portion of the work. I'm
24 talking about railroad, those kind of things.
25 Q. All right. And how long were you a

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1 superintendent, the entire time frame?
2 A. No.
3 Q. When did that change?
4 A. That changed in 1979, I guess.
5 Q. Okay. What did you -- what -- what was
6 your new position starting about '79?
7 A. Assistant project manager. And these
8 might not be exactly the right dates, but it's --
9 Q. Okay.
10 A. Okay.
11 Q. I appreciate that. That's fair enough.
12 It's pretty hard to be exact after all these years.
13 All right. Your work as a superintendent
14 up until about 1979, what portion of that work, if you
15 can give me a general sense, would have involved the
16 maintenance work as opposed to new projects?
17 A. Well, first of all, let me go back and
18 clarify. We didn't do maintenance work.
19 Q. I'm sorry. Okay. What portion of your
20 work up until '79, as a superintendent, involved these
21 miscellaneous construction contracts where you were
22 working on fixed structures or fixed equipment or
23 whatever?
24 MR. HEWITT: Is this in the early
25 time frame or, like --

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1 MR. WATERS: This is --
2 MR. HEWITT: -- this is the
3 whole --
4 MR. WATERS: This is as -- as
5 superintendent up until '79. So, late
6 Sixties to early Seventies is what we're
7 talking about.
8 A. I don't know that I can really answer
9 that.
10 Q. (BY MR. WATERS) Okay. Tell -- tell me
11 why it's difficult for you.
12 A. Because some of it, some of this was done
13 on a unit price basis.
14 Q. All right.
15 A. And some of it was done on a lump sum
16 basis.
17 Q. Okay.
18 A. A lot had -- and I was primarily involved
19 in the civil portion of the work.
20 Q. And by that, you mean the dirt and
21 concrete work?
22 A. Yes.
23 Q. And worked with the subcontractors?
24 A. That's correct.
25 Q. All right. Well, would you agree with me,

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1 sir, this throughout that time frame from the late
2 Sixties to the late Seventies, there were a
3 significant number of these miscellaneous construction
4 contracts that -- that you've described?
5 A. Yes.
6 Q. All right. And would that also be true
7 for the period from '79 to '83 or late --
8 A. Yes.
9 Q. Do you have any personal knowledge as to
10 whether any of the miscellaneous construction contract
11 work involved work with or around thermal insulation
12 in the vicinity of the steam piping?
13 A. Yes.
14 Q. Yes, it did; or, yes, you have personal
15 knowledge? I'm sorry.
16 A. Well, I know that we did work around steam
17 pipes.
18 Q. Okay. And that -- and, again, this is in
19 the context of the miscellaneous construction work?
20 That's what I'm asking you about as opposed to new
21 construction. Is that a fair -- fair enough?
22 A. Yes.
23 Q. Okay. Just wanted to make sure we were on
24 the same page.
25 Tell me generally in the -- let's just

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1 take late Sixties to late Seventies time frame -- what
2 Brown & Root's involvement would have been with steam
3 piping in the nature of miscellaneous construction
4 work.
5 A. I can't answer that because of -- because
6 of the fact that I wasn't really involved with it. I
7 knew that they were working on it, but I wasn't
8 involved with it because the -- we had another man out
9 there that was in charge of the piping.
10 Q. What was his name?
11 A. Willy Embree.
12 Q. Say it again.
13 A. Willy Embree.
14 Q. Can you spell that last name?
15 A. E-m-b-r-e-e.
16 Q. E-m-b-r-e-e. Was he a piping
17 superintendent or something like that?
18 A. Yes.
19 Q. And was the majority of Mr. Embree's
20 supervisory work have -- have to do with these
21 miscellaneous construction contracts?
22 A. He was essentially like I was. If -- if
23 we had a -- a lump sum contract we were working on, he
24 would be in on that one, also.
25 Q. Okay. So, some of Mr. Embree's work and

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1 his supervision would have had to do with what I call
2 "new construction"; and some of it would have had to
3 do with these miscellaneous construction contracts,
4 which is work on older steam pipes, for example?
5 A. Yes.
6 Q. All right. Do you know where Mr. Embree
7 lives now or if he still works for Brown & Root?
8 A. No, I don't.
9 Q. Okay. Have you seen him since he left the
10 Armco plant?
11 A. No.
12 Q. Is he the best person to talk to
13 concerning details about Brown & Root employees
14 working around steam pipe, working with piping
15 insulation, that sort of thing?
16 MR. HEWITT: Object to the
17 overbroad, speculative form of the
18 question.
19 A. For part of it.
20 Q. (BY MR. WATERS) Okay. For which part?
21 A. For the area that -- that he was involved
22 in while he was there. Okay?
23 Q. All right.
24 A. There's also another gentleman out there
25 named George Berger.

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1 Q. B-u-r-g-e-r?
2 A. B-e-r-g-e-r.
3 Q. All right. How would Mr. Berger's
4 experience have been different or his knowledge be
5 different from that of Mr. Embree?
6 MR. HEWITT: Objection;
7 speculative.
8 A. Because Mr. Berger would be maybe working
9 at a different part of the mill.
10 Q. (BY MR. WATERS) But what were -- what was
11 the difference between their duties and
12 responsibilities that -- that would give them
13 different knowledge, if you can recall?
14 A. George primarily had all of the labor.
15 Q. Now, what do you mean by that? What --
16 A. He had all of the labor forces. Okay?
17 Q. Okay.
18 A. As far as that miscellaneous construction
19 is concerned.
20 Q. I see.
21 A. He also had the head carpenters and rod
22 busters and those kind of things, too.
23 Q. Did he have pipefitters working for him?
24 A. No.
25 Q. Did he have insulators working for him?

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1 A. No.
2 Q. What was the -- what were the categories
3 of the labor forces that he had under his supervision
4 doing this miscellaneous construction work?
5 A. Carpenters, rod busters.
6 Q. Rod busters?
7 A. Carpenters, rebar people.
8 Q. Uh-huh.
9 A. Dirt work, labor.
10 Q. Laborers?
11 A. Yes.
12 Q. Okay. Would Mr. Berger have been the one
13 who had responsibilities with respect to miscellaneous
14 construction work that would have involved steam
15 piping or pipe insulation, as opposed to Mr. Embree?
16 MR. HEWITT: Object to the
17 speculative form of the question. Also,
18 assumes facts not in evidence.
19 A. Repeat that question, would you, please?
20 MR. WATERS: I'm going to have to
21 get her to read that one back.
22 (The requested portion of the
23 record was read by the
24 reporter.)
25 A. Could have.

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1 Q. (BY MR. WATERS) Have you ever observed
2 the process of removal or what they call "tear out" or
3 "rip out" of thermal insulation materials from steam
4 piping?
5 A. Yes.
6 Q. All right. And would that have been on
7 few or on many occasions over the years?
8 A. Few.
9 Q. When you observed that process, would that
10 have been, one of the places have been at Armco steel?
11 A. Yes.
12 Q. When you observed that process -- well,
13 let me ask you this: Did you see that anywhere else,
14 or is Armco the -- the place that you recall seeing
15 it?
16 A. Oh, I had seen it at other -- in other
17 places, also.
18 Q. Okay. With respect to the -- that
19 process, do you recall that it produced visible dust?
20 MR. HEWITT: Objection to the
21 overbroad, vague form of the question.
22 It's not reasonably restricted to a
23 relevant time period or location.
24 Q. (BY MR. WATERS) Okay. You can answer.
25 A. Well, to answer your question, in a steel

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1 mill, you would have dust everywhere. Okay?
2 Q. Okay.
3 A. Steel making is -- is inherently a dirty
4 business because of the -- just the nature of making
5 steel.
6 MR. WATERS: All right. Let me
7 object to the nonresponsive portion.
8 And I have to do that from time to
9 time. Don't -- don't worry about it. I
10 don't mean anything bad about it.
11 Q. (BY MR. WATERS) And understanding that
12 there was dust generally in steel mills, when you
13 observed this rip out or tear out process, did you
14 notice that it, in and of itself, created dust
15 separate and apart from whatever other dust there may
16 have been in the facility?
17 A. No.
18 MR. HEWITT: Object to the
19 overbroad, vague form of that last
20 question.
21 Q. (BY MR. WATERS) In your work at Armco,
22 did you ever have any -- any contact with insulation
23 contractors or subcontractors?
24 A. Not to my recollection.
25 Q. Okay. Did Brown & Root have personnel who

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1 were qualified and able to do pipe covering work?
2 A. Yes.
3 Q. Okay. And what category of craft or
4 what -- would it have been laborers who would do that
5 type of work, or what would the categorization have
6 been?
7 A. Piping.
8 Q. Piping workers or pipe --
9 A. Piping people.
10 Q. Piping people. Okay. But you didn't call
11 them "pipe coverers," per se?
12 A. No.
13 Q. When you observed the tear out or rip out
14 of thermal insulation around steam piping, would that
15 work have been done by the pipe people, as you've just
16 described them?
17 MR. HEWITT: Object to the
18 overbroad, vague form of the question.
19 A. No.
20 Q. (BY MR. WATERS) who would have been doing
21 that work?
22 A. The labor crew.
23 Q. The labor crew?
24 A. Uh-huh.
25 Q. All right.

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1 A. Yes.
2 Q. And the labor crew, are those folks that
3 are less well trained than, for example, the pipe
4 people?
5 A. I wouldn't say that they are less well
6 trained. They are -- they are trained as well for
7 their type work as the pipefitter is for his.
8 Q. All right. Fair enough.
9 But, in any event, for Brown & Root,
10 the -- the employees that would have been involved
11 with the removal of insulation material would have
12 been laborers?
13 MR. HEWITT: Object to overbroad,
14 vague form of the question. It's not
15 restricted to time period or geographic
16 location or even reference to
17 circumstances relating to the Armco
18 Houston Steel.
19 Q. (BY MR. WATERS) And just to clarify, I'm
20 asking the question with respect -- let me ask the
21 question over.
22 With respect to the Armco facility where
23 you worked from '61 to '83, would Brown & Root
24 laborers have been the employees that were involved
25 with the removal of thermal insulation materials?

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1 MR. HEWITT: Objection.
2 A. More than likely.
3 MR. HEWITT: Objections -- same
4 objections as launched before that
5 previously.
6 Q. (BY MR. WATERS) All right. I'm going to
7 ask you to repeat your answer because I'm concerned
8 that the objection may have overridden it on the
9 video.
10 A. More than likely.
11 Q. Thank you.
12 And when you observed that process on a
13 number of occasions, did you -- do you recall if any
14 of the Brown & Root employees wore any kind of
15 respiratory protection over their faces, mouth --
16 A. Yes.
17 Q. They did? They did? Okay.
18 A. Yes, they did.
19 Q. All right. And can you give me a sense
20 of -- of how many occasions approximately it was that
21 you observed that process in the '61 to '83 time
22 frame?
23 A. I have no idea.
24 Q. All right. But it is something that, as
25 you sit here, you can recall in your mind's eye?

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1 A. Yes.
2 Q. Do you recall what particular building
3 that was in or what particular project that was in, or
4 do you just have a general recollection that this was
5 something that took place on a number of occasions?
6 A. Just a general recollection.
7 Q. Fair enough. Do you also -- is it also
8 your general recollection that each and every time you
9 observed that process, the Brown & Root employees were
10 wearing respiratory protection of some sort?
11 A. Rephrase that or reask that.
12 Q. Yeah, I would be happy to. Yeah.
13 What I'm trying to determine is, I
14 understand you have a general recollection of seeing
15 this process on a number of occasions. My question to
16 you now is: Do you recall or can you recall whether
17 on each of those occasions respiratory protection was
18 being used?
19 A. On every one of them?
20 Q. Yes, sir. And --
21 A. No.
22 Q. Okay. Fair enough. I mean, it's
23 difficult. If you can't, I appreciate that.
24 Would you agree with me that your
25 recollection of the protection being used may have

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1 been the more recent times you saw this take place;
2 that is to say, perhaps after '79 when you became the
3 assistant project manager or in that time frame?
4 MR. HEWITT: I object to the form
5 of the question on the grounds that it's
6 overbroad and vague, not restricted
7 reasonably to a relevant time period.
8 Q. (BY MR. WATERS) Fair enough. You can
9 answer.
10 A. They did wear the dust masks early.
11 Q. All right. And when you say "early," what
12 do you mean, sir?
13 A. In the early time frame that you're
14 talking about.
15 Q. Before you went on that three years?
16 A. Uh-huh, yes.
17 Q. Okay. So, what -- what you're saying,
18 then, is that the Brown & Root employees wore
19 respiratory protection around the insulation rip out
20 work in the '61 to the late Sixties time frame?
21 A. Well, first of all, what are you talking
22 about as far as respiratory protection?
23 Q. Some type of mask or --
24 A. Yes.
25 Q. All right. Did you wear some type of

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1 respiratory protection when you were in the vicinity
2 of that work?
3 A. No.
4 Q. And were the -- is it your recollection
5 that the workers were wearing respiratory protection
6 in order to avoid breathing whatever dust was created
7 from the work?
8 A. Yes.
9 Q. Okay. And I -- I think you'll agree with
10 me that probably they were wearing that protection
11 because the dust was, in fact, generating some degree
12 of dust -- I'm sorry. Let's start that over. I got
13 my words mixed up.
14 Will you agree with me that the reason or
15 one of the reasons these workers were wearing dust
16 masks of some sort in the early 1960s was because the
17 work process that we've described created some dust?
18 MR. ERWIN: Objection; calls for
19 speculation.
20 A. Yes.
21 Q. (BY MR. WATERS) All right. Did you
22 understand as of the early -- well, let me put it to
23 you this way: When did you first come to understand
24 that -- that thermal insulation at the Armco facility
25 may have contained asbestos?

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1 MR. GONZALEZ: I'm going to object.
2 That calls for speculation.
3 MR. HEWITT: Also object to the
4 overbroad, vague form of the question.
5 MR. ERWIN: Also assumes facts not
6 in evidence.
7 Q. (BY MR. WATERS) You can answer.
8 A. In the early Seventies.
9 Q. All right. How was it that you came to
10 learn that?
11 A. Because of OSHA requirements.
12 Q. All right. And did you learn that -- did
13 you learn from other Brown & Root employees that there
14 were OSHA requirements having to do with asbestos?
15 A. From our safety department.
16 Q. All right. Did your safety department
17 have somebody full time at the Armco plant?
18 A. Not all of the time.
19 Q. Who would -- who would the safety
20 department personnel have been that told you about the
21 asbestos or about OSHA in the early 1970s?
22 A. From our corporate office.
23 Q. And who -- can you give me the name of a
24 person or who -- who that would have been from your
25 corporate office?

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1 A. Gosh, I can't.
2 Q. Okay. And prior to the early Seventies,
3 am I correct that you didn't know that asbestos was --
4 that there was -- that some of the insulation
5 contained asbestos? Let me try that one again.
6 Prior to the early 1970s, is it true that
7 you were not aware that thermal insulation contained
8 asbestos?
9 A. That's correct.
10 Q. Fair enough.
11 MR. HEWITT: I object to the form
12 of that last question on the grounds it's
13 overbroad, vague, and speculative, not
14 restricted to the geographic location or
15 time period.
16 Q. (BY MR. WATERS) Is it also a fair
17 statement that prior to the early 1970s, you did not
18 have any personal knowledge or awareness that asbestos
19 was considered to be a hazardous or toxic substance?
20 A. That's correct.
21 Q. Okay. Did you become aware of the fact
22 that asbestos was considered to be hazardous and toxic
23 at approximately the same time you became aware that
24 thermal insulation materials contained asbestos; that
25 is to say, in the early 1970s?

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1 MR. GONZALEZ: I object. That's
2 overbroad. It calls for speculation.
3 MR. HEWITT: It also assumes facts
4 not in evidence that all thermal
5 insulation contains asbestos.
6 Q. (BY MR. WATERS) You can answer.
7 A. What was the question, again?
8 MR. WATERS: You have to read it
9 back.
10 (The requested portion of the
11 record was read by the
12 reporter.)
13 A. Yes.
14 Q. (BY MR. WATERS) And would the source of
15 that information have been the same; that is to say,
16 from the corporate safety department?
17 A. Yes.
18 Q. And did you come to understand that OSHA
19 had put restrictions or limitations on the amount of
20 exposure to which -- amount of exposure to asbestos
21 that an employee could have?
22 A. Yes.
23 Q. Did you come to understand that in the
24 State of Texas as early as 1958, there had been
25 regulations to limit the amount of asbestos exposure

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1 in the workplace?
2 MR. ERWIN: Objection; vague,
3 ambiguous, mischaracterizes the evidence.
4 MR. HEWITT: I join those
5 objections; and, also, I object to the
6 form of the question on the grounds that
7 it assumes facts not in evidence and is
8 misleading.
9 Q. (BY MR. WATERS) You can answer.
10 A. I don't recall.
11 Q. All right. Now, when you first heard that
12 asbestos was a hazardous substance in the early
13 Seventies --
14 A. Uh-huh.
15 Q. -- did that raise your curiosity level at
16 all?
17 A. Yes.
18 Q. Okay. And you knew that you had worked
19 over the previous 10 or 15 years probably around a lot
20 of thermal insulation?
21 MR. ERWIN: Vague.
22 MR. HEWITT: Object to the
23 overbroad, vague form of the question.
24 A. Some.
25 Q. (BY MR. WATERS) All right. And did it

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1 concern you in the early Seventies -- well, let me --
2 let me start over.
3 In the -- in the early Seventies, were you
4 told that one of the hazards of asbestos was that it
5 could cause cancer?
6 A. Yes.
7 Q. Did it concern you that you had been
8 working around materials that could cause cancer and
9 you had not known about that for some period of time?
10 A. Not particularly.
11 Q. Okay. And, again, I guess you would
12 characterize your asbestos -- excuse me. Your
13 exposure to thermal insulation prior to the early
14 1970s would have been fairly limited?
15 A. Yes.
16 Q. All right. But certainly you would agree
17 with me that there were other Brown & Root employees
18 who would have had a much more significant exposure to
19 thermal insulation dust than you had since you were a
20 supervisory personnel?
21 MR. HEWITT: Object to the
22 overbroad, vague form of the question.
23 It's also speculative.
24 A. Yes.
25 Q. (BY MR. WATERS) For example, the

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1 laborers, the people that would have been involved
2 with the tear out or removal of thermal insulation
3 materials, that was the category of workers that would
4 have had significantly more exposure than you
5 personally would have?
6 A. Yes.
7 Q. In terms of utilizing new insulation
8 material, putting it on pipes, would that have been
9 the -- the folks you described as the pipe people
10 earlier within Brown & Root?
11 A. Well, we didn't do -- we didn't install.
12 Most of that was done by subcontractors.
13 Q. All right. What did the pipe people do?
14 A. They -- they did the welding, the fitting.
15 Q. Pipefitting work?
16 A. Everything related to putting in the
17 piping.
18 Q. Okay. Is that what I -- is that the same
19 thing as what a pipefitter does?
20 A. Yes.
21 Q. But you-all just didn't call them
22 "pipefitters"?
23 A. Yes, we did call them "pipefitters."
24 Q. All right. I misunderstood you earlier.
25 I apologize. I've been using "pipe people," and I'd

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1 much rather use --
2 A. It's pipefitters.
3 Q. Okay. We're talking about the same thing.
4 All right. So, Brown & Root employees
5 would -- would do the actual pipefitting work; but the
6 application of pipe insulation would be done by
7 subcontractors in large part?
8 A. Yes.
9 Q. But there were occasions when the
10 application of pipe covering materials was done by
11 Brown & Root employees?
12 A. Not that I can recall.
13 Q. All right. And can you recall what
14 contractors or subcontractors would have done the pipe
15 covering or insulation work after the Brown & Root
16 employees did the pipefitting work?
17 A. Yes. Triple B.
18 Q. All right.
19 A. And that's essentially the only one that
20 comes to mind at this time.
21 Q. Okay. And that was an insulation
22 contractor?
23 A. Yes.
24 Q. All right. And Brown & Root would --
25 would subcontract out that insulation work so it's own

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1 employees were not doing it, but Triple B's employees
2 were doing the work?
3 A. Yes.
4 Q. And when Brown & Root would do that, would
5 it advise the subcontractor of the appropriate
6 materials to be used?
7 MR. HEWITT: Object to the
8 speculative form of the question. It also
9 assumes facts not in evidence.
10 MR. GONZALEZ: I join in that
11 objection.
12 Q. (BY MR. WATERS) You can answer.
13 A. The -- the engineering drawings specified
14 what was to be used.
15 Q. Okay. And the engineering drawings were
16 generated by Brown & Root as part of the process?
17 A. Not --
18 MR. HEWITT: Object to the
19 speculative form of the question. It's
20 also vague and overbroad with respect to
21 work at the Armco Steel plant. It's not
22 limited in scope as to any particular new
23 construction job.
24 Q. (BY MR. WATERS) You can answer.
25 A. Not on all of the projects.

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1 Q. There were some projects where the
2 engineering plans were drawn up by somebody else?
3 A. The -- the majority of them were.
4 Q. The majority of them were not drawn up
5 by --
6 A. Were drawn up by somebody else.
7 Q. All right. Have you ever had any
8 conversations with anybody from Brown & Root about
9 when the company first knew that as asbestos was
10 hazardous?
11 MR. HEWITT: Object to the
12 speculative form of the question.
13 A. Oh, I'm sure I did when -- when it first
14 came out.
15 Q. (BY MR. WATERS) Fair enough. And when --
16 when you first heard about OSHA in the early 1970s,
17 did you have some discussions with other Brown & Root
18 employees about, for example, how long it had been
19 known that asbestos was a hazard?
20 A. Not that I --
21 MR. HEWITT: Objection.
22 A. -- can recall.
23 MR. HEWITT: I object to the form
24 of that last question. It assumes facts
25 not in evidence; and it is overbroad,

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1 vague, and speculative.
2 Q. (BY MR. WATERS) Do you know a Mr. Heit,
3 H-e-i-t?
4 A. No.
5 Q. All right. Are you aware, sir, that
6 Mr. Heit has testified, that he, like you, found out
7 about asbestos being hazardous in the early Seventies,
8 but he was told by some Brown & Root employees that
9 that had been known by Brown & Root for some time
10 before the 1970s?
11 MR. HEWITT: I object to the form
12 of that question. Assumes facts not in
13 evidence, and it's a mischaracterization
14 of any statements by Mr. Heit. It's
15 misleading.
16 Q. (BY MR. WATERS) Were you aware of that
17 fact, sir?
18 A. No.
19 Q. All right. In your discussions with
20 Brown & Root employees, sir, did you become aware or
21 did you learn that there had been information about
22 asbestos before OSHA came out in the early Seventies?
23 MR. HEWITT: Objection; overbroad
24 and vague.
25 A. No.

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1 Q. (BY MR. WATERS) Okay. Did Brown & Root
2 have a safety manual in the time frame of '61 to '83?
3 A. Yes.
4 Q. And did that change over time?
5 A. Yes.
6 Q. Do you recall that the safety manual did
7 not make any reference to asbestos in the entire time
8 frame of 1961 to 1983?
9 MR. HEWITT: Object to overbroad,
10 vague form of that question. Assumes
11 facts not in evidence.
12 A. I don't -- I don't recall.
13 Q. (BY MR. WATERS) All right. Did you have
14 an understanding as of the early 1970s that it was
15 Brown & Root corporate policy to comply with and
16 follow the OSHA regulations concerning asbestos?
17 MR. HEWITT: Objection;
18 speculation.
19 A. Repeat that question, will you?
20 MR. WATERS: I'm going to have her
21 read that one back.
22 MR. HEWITT: I object to the form
23 of that question on the grounds it's
24 speculative and overbroad.
25 (The requested portion of the

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1 record was read by the
2 reporter.)
3 A. Yes, it was Brown & Root's corporate
4 policy to comply with all regulations.
5 Q. (BY MR. WATERS) All right. And that was
6 always Brown & Root's policy, wasn't it?
7 A. Yes.
8 Q. And -- and going all the way back to --
9 when did you start? Back in '58? I apologize.
10 '50 -- you started in '56, right?
11 A. Uh-huh.
12 Q. Okay.
13 A. Yes.
14 Q. All right. Going all the way back to
15 1956, will you agree with me that it was Brown & Root
16 corporate policy to -- to follow and apply all
17 applicable regulations, safety regulations?
18 MR. HEWITT: Objection; overbroad,
19 vague.
20 A. We would -- we would comply with all of --
21 of Brown & Root's safety regulations.
22 Q. (BY MR. WATERS) All right. But my
23 specific question has to do with other regulations,
24 Federal regulations. We talked about OSHA, for
25 example.

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1 A. Uh-huh.
2 Q. Was it also Brown & Root's corporate
3 policy as part of their own safety program to follow
4 whatever Federal or State or other regulations
5 pertained to Brown & Root operations?
6 A. Yes.
7 MR. HEWITT: Object to the last
8 question on the grounds it's overbroad and
9 vague.
10 Q. (BY MR. WATERS) And you would expect that
11 if there were regulations that -- that applied to
12 Brown & -- Brown & Root work sites, that is to say,
13 Federal or State regulations, that Brown & Root would
14 have followed those, correct?
15 MR. HEWITT: Same objections.
16 A. Yes.
17 Q. (BY MR. WATERS) Did you ever observe the
18 process of an insulator or one of these
19 subcontractor's employees actually putting thermal
20 insulation on pipe?
21 A. Yes.
22 Q. Okay. And did you observe that, let's
23 say, for example, in the -- the early time frame, '61
24 to the late Sixties?
25 A. Not that I can recall.

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1 Q. Are you unable to recall specifically
2 whether -- when it was you observed that process, or
3 do --
4 A. Yes.
5 Q. All right. When you did observe that
6 process, did you see that the -- that the employee,
7 that it was necessary for him from time to time to cut
8 or saw the insulation material?
9 A. Yes.
10 Q. And did you, in fact, observe the cutting
11 and sawing process?
12 A. Yes.
13 Q. Did you observe that that process created
14 visible dust?
15 MR. HEWITT: Again, object to the
16 overbroad and vague form of the question.
17 It's not reasonably restricted to a
18 relevant time period or circumstance at
19 the Armco Houston Steel plant.
20 A. Yes.
21 Q. (BY MR. WATERS) All right. And did you
22 observe whether the employees involved with that
23 procedure were wearing any type of respiratory
24 protection?
25 A. Yes.

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1 Q. And were they, in fact, wearing
2 respiratory protection?
3 A. Yes.
4 Q. What type of protection do you recall them
5 wearing?
6 A. The little face mask.
7 Q. Like a cloth or paper mask?
8 A. Uh-huh.
9 Q. Something of that nature?
10 A. Yes.
11 Q. All right. Did you observe if they were
12 using a hack saw or some type of power saw or
13 something like that, what they were using?
14 A. Most of it was handsaw.
15 Q. Most of it was handsaw? Did they also
16 have a -- God, what it's called? The -- a type of saw
17 that was built -- that was a larger piece of equipment
18 where you would slide the material towards it?
19 A. Yes.
20 Q. What is the name of that type of saw?
21 What would you call that, a band saw? Have you heard
22 of that terminology?
23 A. Yes, I've heard -- I don't -- I don't
24 recall what they would -- what they would call it in
25 the industry.

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1 Q. Fair enough. Did you observe that using 2 that type of saw, whether you call it a band saw or 3 something else, would create a significant -- 4 significantly greater amount of dust because it was a 5 power piece of equipment? 6 MR. HEWITT: Object to the 7 speculative, overbroad form of the 8 question. 9 A. Yes. And this is just because of the 10 volume. 11 Q. (BY MR. WATERS) The amount being cut? 12 A. Of the speed of the -- of the device. 13 Q. Okay. And that dust that was created from 14 that process would typically be distributed into the 15 air? 16 A. In the early part of it, it would have. 17 Q. All right. And when -- when you say "in 18 the early part," were -- again, we're talking '61 to 19 the late Sixties? 20 A. Until the early Seventies. 21 Q. All right. Fair enough. And after the 22 early Seventies, where would the dust have gone from 23 this process you've described of using a handsaw or 24 handsaw? 25 A. Some of the saws were -- were so	1 construction contracts that pertain to new 2 construction or building new facilities? 3 A. Quite possibly. 4 Q. All right. Do you have any way to say 5 whether or not what you see here is complete; that is 6 to say, if all of the miscellaneous construction 7 contracts are found in these materials? 8 A. No, sir. 9 Q. Okay. Am I correct that there was a -- 10 was there an overall or overriding miscellaneous 11 construction contract that generally would govern that 12 type of work? 13 A. That would govern what type work? 14 Q. The -- what we call the miscellaneous 15 construction work or maintenance, as opposed to new 16 construction? 17 A. Yes. 18 Q. Okay. And was there one such general 19 contract that controlled that work over the time frame 20 from, oh, the early Sixties through '83? 21 A. Not -- not total time. 22 Q. Okay. Did that -- 23 A. Back in the early Sixties -- 24 Q. Yeah. 25 A. -- there was -- there was a miscellaneous
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1 constructed to pick up that dust and -- 2 Q. All right. In other words, they had some 3 sort of a -- a ventilation device that would suck away 4 some of the dust that was created? 5 A. Yes. 6 Q. All right. And you first began to observe 7 that process in the 1970s? 8 A. Yes. 9 Q. When you first observed that process, was 10 that after you had found out or you had heard for the 11 first time that asbestos was hazardous? 12 A. I really can't recall. 13 MR. WATERS: I'm going to suggest 14 we take a little bit of a break. I don't 15 think I've got -- we got a late start. I 16 probably don't have another half hour or 17 45 minutes for this witness. But I think 18 we're clearly going to be -- obviously, 19 we're already off schedule. 20 I don't know what your pleasure is. 21 Is the other witness now arriving at 22 11:30? 23 MR. HEWITT: I don't know if he's 24 here yet or not, but we can check on 25 that.	1 construction contract. 2 Q. Yes, sir. 3 A. And we would do work, in-plant work, under 4 that one. Then there was -- at the same time there 5 was a contract for the combination mill. 6 Q. Okay. And this is also considered to be a 7 miscellaneous construction contract for that mill? 8 A. I don't -- I don't recall how it was 9 listed, but it was a separate contract for that. 10 Q. All right. Did you -- in these -- these 11 materials that you looked at, did you find the -- the 12 general miscellaneous construction contract from the 13 early 1960s? 14 A. I don't recall seeing it. 15 Q. All right. But that's something you just 16 generally recall from your time there? 17 A. Yes. 18 Q. And that would have been -- that general 19 construction contract would have been something that 20 governed the general work that was done at the 21 facility that was not new construction? 22 A. Yes. 23 Q. Okay. And was that general construction 24 contract for that -- that type of work, was that in -- 25 to the best of your recollection, in force throughout
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1 MR. WATERS: Well -- 2 MR. HEWITT: Let's go off the 3 record. 4 THE VIDEOGRAPHER: It is 11:27 a.m. 5 We're off record. 6 (A recess was taken.) 7 THE VIDEOGRAPHER: It is 11:55 a.m. 8 We're back on record. 9 Q. (BY MR. WATERS) Mr. Miller, have you had 10 an opportunity to review some of the Brown & Root 11 contract materials that were provided here today? 12 A. Yes. 13 Q. Okay. And can you just describe what -- 14 what you've seen here, what -- just in terms of what 15 types of contract documents these appear to be to 16 you? 17 A. They appear to be just -- they are the 18 contract documents that we used to do work at Armco 19 Steel. 20 Q. All right, sir. Do they appear to be -- 21 well, are they both -- do they include miscellaneous 22 construction contracts? Do they include miscellaneous 23 construction contracts? 24 A. Yes, they do. 25 Q. All right. And do they include other	1 the period of time until you left for three years? 2 A. Ask that question again, please. 3 Q. Sorry. Yeah. 4 MR. WATERS: Actually, can you read 5 that one back? 6 (The requested portion of the 7 record was read by the 8 reporter.) 9 A. Yes. 10 Q. (BY MR. WATERS) All right. When you came 11 back after the three years were over, was that same 12 general construction contract still in place for 13 general -- 14 A. Yes. 15 Q. All right. And did it continue to be in 16 place for -- until 1983? 17 A. I don't know the exact date. 18 Q. Okay. 19 A. But it was -- there was a general 20 construction agreement at that plant up until 1983. 21 Q. All right. And understanding that -- that 22 the terms may have changed to some extent, would you 23 comply with that? You just don't know if it was 24 exactly the same or if the terms changed over the 25 course of time from '61 to '83?

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1 A. Yes.
2 Q. Fair enough. And that's the contract that
3 would have governed repair-type work or
4 maintenance-type work as opposed to new construction,
5 new projects?
6 A. Yes.
7 Q. Now, when -- in looking though these
8 materials, you did not find that particular agreement,
9 did you?
10 A. No.
11 Q. All right. But you did find some other
12 materials that pertained to miscellaneous construction
13 work or maintenance work, correct?
14 A. Yes.
15 MR. HEWITT: Object to the
16 overbroad, vague form of that last
17 question.
18 Q. (BY MR. WATERS) And would that have been
19 materials and -- and documents that discussed specific
20 miscellaneous construction or maintenance projects
21 that were done throughout those years?
22 MR. HEWITT: Object to the
23 misleading form of the question. It
24 incorporates both construction and
25 maintenance. It is therefore ambiguous.

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1 A. Yes, they would describe an item for it.
2 Q. (BY MR. WATERS) Okay. So, just so I'm --
3 I'm trying to understand this. You had a general
4 agreement in place, and then you've got specific
5 paperwork that addresses some of the specific projects
6 over that course of time?
7 A. Yes.
8 Q. All right. Do you have any way of telling
9 if what's been provided here is all of the
10 documentation that would pertain to miscellaneous
11 construction work from 1961 to 1983?
12 A. No.
13 Q. And, in fact, you'll agree with me that if
14 the general agreement itself is not here, that that
15 means that these documents are probably incomplete?
16 A. I did not -- I'm not going to say that the
17 general agreement is not there because I don't know.
18 I didn't go through every piece of paper.
19 Q. Maybe you could help us to --
20 MR. HEWITT: I'm going to object,
21 to -- first of all, object to the form of
22 the question on the grounds that no
23 predicate has been laid for him to express
24 that opinion. And let's -- let's go off
25 the record for a short time.

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1 MR. WATERS: Okay.
2 THE VIDEOGRAPHER: It is 12:03 p.m.
3 We're off record.
4 (There was a discussion off the
5 record.)
6 THE VIDEOGRAPHER: It's 12:05 p.m.
7 We're back on record.
8 Q. (BY MR. WATERS) Do you have an
9 understanding as to the division of responsibilities
10 between Brown & Root and Armco having to do with
11 safety matters at the mill or at the plant -- at the
12 Armco facility generally?
13 A. Clarify that. What do you mean by that?
14 Q. Yeah. Was it required, for example, that
15 Brown & Root follow Armco safety policies?
16 A. Yes.
17 Q. And did Brown & Root also have it's own
18 safety policies and procedures?
19 A. Yes.
20 Q. And were the Brown & Root supervisors
21 required to be familiar with Armco policy so that they
22 could ensure that their workers followed that?
23 A. Yes.
24 Q. Did Brown & Root have responsibility to
25 ensure that they didn't do anything to make the

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1 workplace unsafe for Armco employees?
2 MR. HEWITT: Objection to
3 overbroad, vague form of that question.
4 A. Brown & Root was responsible for
5 Brown & Root employees' safety.
6 Q. (BY MR. WATERS) Okay. So, Brown & Root
7 did not have any responsibility for safety of Armco
8 employees?
9 MR. HEWITT: Same objections.
10 A. No.
11 Q. (BY MR. WATERS) Okay. And that was --
12 that was something that was a matter of policy; that
13 is to say, you at Brown & Root understood that your
14 responsibility was to provide a safe workplace, safe
15 working conditions for your employees, that is to say,
16 Brown & Root employees, correct?
17 A. That's correct.
18 Q. Okay. But with respect to Armco
19 employees, the same responsibility, the same policy
20 didn't apply?
21 MR. HEWITT: I object to overbroad,
22 vague form of the question. It's not
23 clear if you're talking about operations
24 that Brown & Root's involved in or somehow
25 you're implying that Brown & Root had an

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1 overall responsibility for the premise
2 owner employee safety.
3 Q. (BY MR. WATERS) You can answer. Or do
4 you need that one read back?
5 A. I need that one read back.
6 Q. Fair enough.
7 (The requested portion of the
8 record was read by the
9 reporter.)
10 MR. HEWITT: Same objections.
11 Q. (BY MR. WATERS) You can answer.
12 A. Yes. The same applied to Armco employees
13 if they were in our work area.
14 Q. Okay. All right. Now, so, as a matter of
15 Brown & Root policy, the requirement that you keep a
16 safe workplace for your employees would be extended to
17 cover Armco employees working in the vicinity?
18 A. Yes. Even though we were not responsible
19 for Armco's employees' safety.
20 Q. Okay. But you at Brown & Root understood
21 that to the extent your operations might impact the
22 Armco employees in the vicinity, that it was part of
23 your policy to make sure that their workplace was safe
24 as well?
25 A. No.

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1 MR. HEWITT: Object to the
2 overbroad, vague form of that question.
3 A. No, sir.
4 Q. (BY MR. WATERS) Okay. All right. Your
5 answer was "no"?
6 A. No.
7 Q. Okay. All right. Now, I've got myself
8 confused.
9 What was Brown & Root's policy with
10 respect to possible hazardous conditions that Armco
11 workers might be working around or near --
12 MR. HEWITT: Object to --
13 Q. (BY MR. WATERS) -- if there -- if any
14 policy?
15 MR. HEWITT: Excuse me. I object
16 to the overbroad, vague form of the
17 question. It's not restricted as to time
18 period or location or circumstances
19 relative to this lawsuit.
20 A. Brown & Root's policy would be to -- to
21 provide a safe working area for Brown & Root's
22 employees. We didn't have any control over any Armco
23 employees.
24 Q. (BY MR. WATERS) Okay. So, Brown & Root
25 was not in a position to order Armco employees to do

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1 anything?
2 A. No, sir.
3 Q. All right. And Brown & Root was, however,
4 in a position to try to control the area in which they
5 worked, correct?
6 A. Yes.
7 Q. All right. And to the extent the work
8 that they did, that Brown & Root did, to the extent
9 that that might have had an effect or an impact on
10 Armco employees in the vicinity, what was Brown &
11 Root's position concerning that?
12 MR. HEWITT: Object to overbroad,
13 vague form of the question.
14 A. I don't really know that I can answer
15 that --
16 Q. (BY MR. WATERS) Okay.
17 A. -- because --
18 Q. Is that because you don't recall a
19 specific policy that addressed that situation?
20 A. From a -- I just really don't recall.
21 I'll go back to -- to my original statement --
22 Q. Yes, sir.
23 A. -- that Brown & Root was responsible for
24 Brown & Root's employees.
25 Q. Okay.

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1 A. We had no control over anything that Armco
2 employees --
3 Q. Okay.
4 A. -- were involved in, whether it be safety,
5 their work area, their work, or otherwise.
6 Q. If Brown & Root employees created an
7 unsafe condition that could potentially impact or be a
8 hazard to Armco employees, what would Brown & Root's
9 responsibility, corporate policy be in that situation?
10 MR. HEWITT: I object to the
11 speculative, overbroad, vague form of that
12 question. It assumes facts not in
13 evidence. It's not limited to
14 circumstances in this lawsuit.
15 A. If -- to let the -- let the other party
16 know if there was a possible exposure.
17 Q. (BY MR. WATERS) All right.
18 A. Hazard.
19 Q. Fair enough. So, in the event that
20 Brown & Root operations created a hazard -- I'm not
21 saying they did. But if they did, then you will agree
22 with me that Brown & Root's official policy would be
23 to advise the Armco employees or supervisors of that
24 potential hazard?
25 MR. HEWITT: Same objections.

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1 A. Yes. And I'm -- I'm looking this --
2 looking at this in -- in respect to say we're working
3 in an area; and we have, say, a gas leak.
4 Q. (BY MR. WATERS) Great.
5 A. It's our responsibility to clear that area
6 until it's made safe because we have people working in
7 there. And we would clear our people and notify
8 Armco, and they would have to do that same thing with
9 their people.
10 Q. All right. And, obviously, one of the
11 reasons you have that policy is because the Armco
12 people aren't necessarily going to know about the
13 unsafe condition since it's an area of your control
14 unless you-all tell them, right?
15 A. Not necessarily.
16 Q. Okay. You think Armco would know if
17 you-all would have an unsafe condition at the
18 Brown & Root -- where the Brown & Root work is going
19 on?
20 A. Yes.
21 Q. How would they know that?
22 A. Just from their exposure, you know,
23 knowing things about that plant that maybe we didn't
24 know.
25 Q. All right. Let's talk about that in

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1 the -- in the context of asbestos operations.
2 If there were -- if there was Brown & Root
3 work going on that was creating asbestos dust or
4 putting asbestos dust in the air, would that be the
5 kind of condition that you described earlier where
6 Brown & Root would -- would tell or should tell Armco
7 folks about that potential exposure?
8 MR. HEWITT: I object to the form
9 of the question on the grounds its
10 ambiguous and misleading. It assumes
11 facts not in evidence and is an incomplete
12 hypothetical with respect to circumstances
13 surrounding the issues of this lawsuit.
14 THE WITNESS: Rephrase his question
15 for me.
16 MR. WATERS: Read it back?
17 THE WITNESS: Yeah.
18 (The requested portion of the
19 record was read by the
20 reporter.)
21 A. First of all, I don't think we would be
22 removing it. If it's -- you -- you talking about from
23 an Armco point of view? If it's -- if it's work that
24 we control --
25 Q. Uh-huh, yes, sir.

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1 A. -- we -- we might not be doing any
2 insulation work on the pipe at all.
3 MR. WATERS: Okay. Let me object
4 as nonresponsive.
5 Q. (BY MR. WATERS) My question to you is:
6 If that work was going on and Brown & Root was doing
7 some type of insulation work that was creating dust
8 and there were Armco workers, Armco employees in the
9 vicinity, would it be part of Brown & Root's policy to
10 advise those workers that there was a potential
11 hazard?
12 MR. HEWITT: I object to the form
13 of the question on the grounds it's
14 overbroad and vague. It's not reasonably
15 restricted to a relevant time period or
16 any circumstance relative to this lawsuit.
17 And, therefore, it's a misleading,
18 ambiguous hypothetical.
19 Q. (BY MR. WATERS) And let's just say the
20 1970s to make that a little more clear, because of the
21 objection.
22 A. This is -- your question is just in regard
23 to asbestos?
24 Q. Yes, sir. We've already talked in general
25 about what you -- you indicated was the corporate

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1 policy for hazards created in the Brown & Root work
2 area. And now I've asked you specifically about
3 asbestos.
4 A. I'll go back to my same answer before.
5 I -- I can't recall because we had no control over the
6 Armco employees.
7 Q. You cannot recall whether or not
8 Brown & Root had a policy to advise Armco employees if
9 there was an asbestos dust hazard? Is that -- is that
10 your response?
11 A. We might not know it was asbestos.
12 Q. Okay.
13 MR. WATERS: I object as
14 nonresponsive.
15 Q. (BY MR. WATERS) Again, my question has to
16 do with the 1970s. And you have told me that as of
17 the early 1970s, you and Brown & Root were aware that
18 asbestos could cause cancer, you knew that thermal
19 insulation contained asbestos; correct?
20 MR. HEWITT: Object to the
21 overbroad form of the question. It's a
22 mischaracterization of his testimony and,
23 therefore, misleading.
24 Q. (BY MR. WATERS) Let me take this one step
25 at a time. Is that correct, what I just stated?

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1 A. What is thermal -- what do you classify as
2 "thermal insulation"?
3 Q. Pipe covering, well, like we've been
4 talking about.
5 Do you recall testifying earlier that you
6 became aware that thermal insulation, such as pipe
7 covering, A, contained asbestos in the early 1970s, B,
8 that asbestos was hazardous and cause -- could cause
9 cancer?
10 A. Yes.
11 Q. All right.
12 MR. HEWITT: Same objections to
13 that last portion.
14 Q. (BY MR. WATERS) Now, my questions to you
15 about this other issue have to do with the early
16 1970s.
17 A. Okay.
18 Q. -- after -- after you knew and recognized
19 that thermal insulation and pipe covering contained
20 asbestos and after you recognized that asbestos could
21 cause cancer. All right? Are you with me so far?
22 A. Yeah.
23 Q. Okay.
24 A. Yes, sir.
25 Q. Now, in that time frame, the 1970s, if any

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1 Brown & Root operations produced or created asbestos
2 dust, would Brown & Root have a policy or any kind of
3 requirement about informing Armco workers who might be
4 working in the vicinity of a possible hazard?
5 MR. HEWITT: Object to the
6 misleading form of the question. It
7 contains an ambiguous hypothetical and is
8 misleading, ambiguous, and overbroad.
9 Q. (BY MR. WATERS) You can answer.
10 A. It would be marked. We -- it would be
11 roped off. The area would be roped off.
12 Q. All right.
13 MR. WATERS: Objection:
14 nonresponsive.
15 Q. (BY MR. WATERS) My question to you, sir,
16 is -- is what the policy would have been about telling
17 Armco employees or supervisors. If there wasn't a
18 policy, that's what I need to know. If you don't
19 recall that there was a policy, then that's a fine
20 answer, as well. But that is my specific question.
21 MR. HEWITT: Objection:
22 repetitious. He's testified the area
23 would be roped off.
24 A. I'll go back to what my original statement
25 was, that we are not -- "we" being Brown & Root, were

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1 not responsible for Armco's safety program, that they
2 were responsible for enforcing their program.
3 Q. (BY MR. WATERS) Tell me if you can what
4 safety measures you recall being taken with respect to
5 asbestos in the 1970s at Armco.
6 A. I don't know that we really installed any
7 asbestos in the Seventies because most of that was
8 done by subcontractors.
9 MR. WATERS: Objection;
10 nonresponsive.
11 Q. (BY MR. WATERS) Tell me what, if any,
12 measures you recall, safety measures pertaining to
13 asbestos being used in the 1970s.
14 MR. HEWITT: Object to the
15 overbroad form of the question.
16 MR. ERWIN: And to the extent it's
17 been asked and answered. He's already
18 testified about the use of masks.
19 A. Any of those areas like that, that -- if
20 there was dust, we would rope it off.
21 Q. (BY MR. WATERS) Okay. So, we have a
22 procedure for roping off the area where the dust is
23 created?
24 A. Yes.
25 Q. All right. And you've indicated that the

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1 Brown & Root employees would be issued some type --
2 some type of respiratory protection for the -- working
3 in the vicinity of the dust?
4 A. Yes, face masks.
5 Q. All right. Any other safety measures that
6 you can recall that had to do with the hazards of
7 asbestos in protecting Brown & Root workers in the
8 Seventies?
9 MR. HEWITT: Object to the
10 overbroad, vague form of the question.
11 It's not clear as to any specific
12 circumstance relating to specific work
13 that was being performed by Brown & Root
14 out at the plant, the Armco Houston Steel
15 plant.
16 Q. (BY MR. WATERS) Any besides those two
17 that you've already told me about.
18 A. Not that I can recall.
19 Q. All right. And you are aware and you
20 became aware in the early 1970s that OSHA had specific
21 requirements for how asbestos dust was to be dealt
22 with?
23 A. Yes.
24 Q. All right. Did you have any meetings or
25 discussions or conversations with anybody who was an

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1 Armco employee about the hazards of asbestos?
2 A. Not that I can recall.
3 Q. Okay. Can you tell me what interaction
4 there would have been, if any, between the Armco
5 safety organization or safety structure and the
6 Brown & Root safety organization or safety structure?
7 Again, in the 1970s.
8 A. They were in conversation all along to be
9 sure that -- that both companies' safety requirements
10 were adhered to.
11 Q. Okay. If Brown & Root employees were
12 involved with a project that created some degree of
13 dust containing asbestos, is that something that would
14 have been communicated to the Armco safety folks?
15 MR. HEWITT: I object to the form
16 of the question. Assumes facts not in
17 evidence. It's overbroad and vague.
18 Q. (BY MR. WATERS) And if you don't know,
19 then that's a perfectly fine answer.
20 A. I really don't know and --
21 Q. Okay. Who would be the person with
22 Brown & Root who would have had the most knowledge
23 about miscellaneous construction contracts and work
24 involving piping or pipe insulation at the facility in
25 the 1970s and early 1980s? Would that have been

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1 Mr. --
2 A. Willy Embree.
3 Q. Willy Embree? Okay. That's something
4 that, I take it, you don't have a lot of personal
5 knowledge about, the specific jobs that were worked on
6 throughout that time frame?
7 A. That's true.
8 Q. By the Seventies, is your involvement --
9 let's see -- Seventies -- you're a superintendent
10 until late Seventies, right?
11 A. Yes.
12 Q. Okay. And, again, most of your work would
13 have involved dirt and concrete and dealing with the
14 subcontractors?
15 A. Yes.
16 Q. Did you have any involvement, for example,
17 with Triple B, the insulation contractor, in that time
18 frame, you personally?
19 A. No.
20 Q. That would have been Mr. Embree again or
21 Mr. Berger?
22 A. Yes.
23 Q. Which -- which of the two? I apologize.
24 A. It could be both.
25 Q. All right. So, if there was insulation

Page 98 1 work going on at any given time, you wouldn't 2 necessarily be involved with it or have specific 3 knowledge about it? 4 MR. HEWITT: Object to the 5 overbroad, speculative form of the 6 question. 7 A. I might know about it, but I wouldn't be 8 involved in it. 9 Q. (BY MR. WATERS) Okay. And as you sit 10 here today, you're not able to recall specific details 11 about projects that may have taken place, those types 12 of projects in the Seventies and early Eighties? 13 A. No. 14 Q. All right. Did any of the contracts, to 15 the best of your knowledge, speak to the issue of 16 responsibility for safety at the Armco facility, 17 responsibility between Brown & Root and between Armco, 18 between the two of them? 19 A. Not that I can recall specifically. 20 Q. Okay. Have you ever observed at any time 21 in the workplace, observed someone taking dust 22 measurements to determine the amount or level of dust 23 in the air? Do you recall ever seeing that? 24 A. Not that I can recall. 25 Q. Who was the senior safety supervisor or	Page 101 1 would Mr. Johnson or someone else in the safety 2 department be in a better position to tell us about 3 protective measures used against the hazards of 4 asbestos in the Seventies and early Eighties than you 5 are? 6 MR. HEWITT: Objection; speculative 7 and overbroad. 8 A. I can't answer that question. 9 Q. (BY MR. WATERS) You don't know what level 10 of involvement Mr. Johnson or the folks in the safety 11 department had with respect to the hazards of 12 asbestos? 13 MR. HEWITT: Same objections. 14 A. All I know, is that we complied with 15 Brown & Root's requirement. 16 Q. Okay. 17 MR. WATERS: Object; calls for 18 speculation and nonresponsive. 19 Q. (BY MR. WATERS) You're not in a position 20 to tell us what the safety department knew or what the 21 safety department did concerning asbestos at the Armco 22 facility; is that a fair statement? 23 MR. HEWITT: Objection; 24 repetitious. 25 A. Rephrase or ask that question again.
Page 99 1 superintendent at Armco for Brown & Root in the 1970s? 2 A. There were several. 3 Q. Can you give me some of their names? 4 A. One of them was Pete Johnson. 5 Q. All right. 6 A. I can't recall any of the others. 7 Q. Okay. When did you retire from 8 Brown & Root? 9 A. 1986. 10 Q. Okay. 11 A. Excuse me -- yeah, 1986. 12 Q. '86? Do you receive a full pension from 13 Brown & Root? 14 A. Yes, but Armco -- I mean, Brown & Root 15 doesn't have a pension. It has a requirement system. 16 Q. All right. Do you receive retirement 17 benefits of some sort from Brown & Root? 18 A. At this time, no. 19 Q. You do not? 20 A. No. 21 Q. Okay. Have you in the past received 22 retirement benefits from Brown & Root? 23 A. Yes. 24 Q. Did you do some kind of a lump sum 25 arrangement?	Page 102 1 MR. WATERS: Can you read that one 2 back? 3 (The requested portion of the 4 record was read by the 5 reporter.) 6 A. No. That's -- that's not a fair 7 statement. 8 Q. (BY MR. WATERS) Okay. Why not? 9 A. Because I did know. 10 Q. You knew what the safety department was 11 doing about asbestos? 12 A. I did -- I -- I knew what the safety 13 department was doing. Okay? 14 Q. All right. And those are the things you 15 told us about already, for example, putting up some 16 kind of rope or something? 17 A. Yes. 18 Q. And giving some kind of dust mask to the 19 Brown & Root employees, correct? 20 A. Yes. 21 Q. Okay. Other than those two, you don't -- 22 you do not recall any other measures taken by the 23 safety department with respect to asbestos? 24 MR. HEWITT: Object to the 25 overbroad, vague, speculative form of the
Page 100 1 A. Yes. 2 Q. And when was that, approximately? 3 A. In '86. 4 Q. Did you, in effect, take early retirement? 5 A. Yes, I did. 6 Q. Okay. And was that something that, from a 7 financial standpoint, made good sense to you? 8 A. You mean retire? 9 Q. Well, early -- early retirement, I guess 10 that's right. 11 A. Early -- yeah. It was at my own request. 12 Q. Okay. All right. Do you know if 13 Mr. Thompson is still employed by Brown & Root? 14 A. Mr. who? 15 Q. Mr. Pete Thompson. 16 A. Pete Johnson? 17 Q. Oh, I'm sorry. Was it Johnson? 18 A. Yes. 19 Q. I wrote it down wrong. Pete Johnson. Do 20 you know if he's still employed by Brown & Root? 21 A. No, he's not, unless he's come back to 22 work recently. 23 Q. Do you know where he resides? 24 A. The last I heard, here in Houston. 25 Q. All right. Would Mr. Johnson be -- well,	Page 103 1 question. It's not reasonably restricted 2 to a relevant time period or any specific 3 circumstance relative to this lawsuit. 4 It's very overbroad. 5 Q. (BY MR. WATERS) And, again, we're 6 speaking of the 1970s. 7 A. Not that I can recall. 8 Q. Okay. But you do feel that from your 9 personal experience, you are -- you have knowledge of 10 and you are knowledgeable about the fact that 11 Brown & Root took some of these protective measures 12 with respect to asbestos? 13 A. With respect to any safety, yes; not 14 necessarily just if it was asbestos. We did it on all 15 of them. 16 Q. All right. 17 MR. WATERS: Let me object as 18 nonresponsive and ask her to read the 19 question back. 20 (The requested portion of the 21 record was read by the 22 reporter.) 23 Q. (BY MR. WATERS) Is that correct, sir? 24 MR. HEWITT: Objection; 25 repetitious, asked and answered.

Page 104 1 A. Yes. 2 Q. (BY MR. WATERS) Did you ever receive any 3 personal training that was given to you for use of 4 respiratory protection or respiratory equipment? 5 A. Yes. 6 Q. And when would that have been, in the 7 Seventies? 8 A. Yes. 9 Q. Who was it that gave you that -- that 10 training? 11 A. I don't recall the individual. It would 12 have -- would have come from our corporate -- 13 Q. Okay. In any event, the purpose of that 14 training was so that you would be knowledgeable and 15 able to understand when and how to use respiratory 16 protection if there was something that needed to be 17 done? 18 A. Yes. 19 Q. And that would have included, for example, 20 if there was asbestos dust in the air, your -- your 21 training would have led you to -- to use respiratory 22 protection and would have taught you how to do it 23 right? 24 MR. HEWITT: Objection; speculative 25 and assumes facts not in evidence.	Page 107 1 Q. (BY MR. WATERS) You don't recall 2 Mr. Johnson ever telling you the specific results of 3 air monitoring or dust sampling that they may have 4 done? 5 MR. HEWITT: Objection; speculative 6 and a mischaracterization of his 7 testimony. 8 A. Not that I can recall. 9 Q. (BY MR. WATERS) Okay. Did you tell us 10 earlier, sir, that generally in steel mill operations, 11 you're going to have a fair amount of dust in the air? 12 A. Yes. 13 Q. Okay. Did you ever attend any meetings at 14 corporate headquarters that pertain to the hazards of 15 asbestos used at the Armco facility? 16 A. Not that I can recall. 17 Q. Were you ever given a copy of the OSHA 18 regulations pertaining to asbestos? 19 A. Yes. 20 Q. Okay. And would that have been by 21 Mr. Johnson or perhaps someone from the corporate 22 headquarters? 23 A. It would have been from our corporate 24 office. 25 Q. Okay. Did you believe at the time that
Page 105 1 A. Yes. 2 THE VIDEOGRAPHER: It is 12:35 p.m. 3 We're off record. 4 (A recess was taken.) 5 THE VIDEOGRAPHER: It is 12:36 p.m. 6 We're back on record. 7 Q. (BY MR. WATERS) All right, did you ever 8 have any discussion with any of the Brown & Root 9 safety folks about air monitoring or the results of 10 air monitoring to see the levels of dust in the air, 11 that you can recall? 12 A. Yes. 13 Q. Okay. Who would those conversations have 14 been with, if you can recall? 15 A. I recall Pete and I talking about it, 16 Pete Johnson. 17 Q. All right. And what, if anything, can you 18 recall specifically about Mr. Johnson telling you 19 about levels of dust? 20 A. I don't recall specifics. 21 Q. Did Peter Johnson tell you that if you saw 22 visible dust, asbestos dust from an operation, that 23 that could be a potential hazard? 24 MR. HEWITT: Objection; speculative 25 and assumes facts not in evidence and is	Page 108 1 Brown & Root was following all of the requirements 2 stated in the OSHA regulations? 3 A. Yes. 4 Q. If you had had an understanding that, for 5 some reason, Brown & Root was not following the OSHA 6 regulations about asbestos, is that something that 7 would have concerned you as a senior -- as both a 8 superintendent and an assistant project manager? 9 A. Yes, it would. 10 MR. HEWITT: Objection to that last 11 question on the grounds it's speculative 12 and misleading. 13 Q. (BY MR. WATERS) Can you answer the 14 question again, sir? 15 A. Yes. Can I -- 16 Q. Did you -- I'm sorry. Go ahead, sir. 17 A. We -- we seem to be -- we seem to be 18 headed in a direction where I'm not really sure 19 that -- that -- that I understand. 20 From all of your conversation that -- that 21 we've had up until now, it seems to me like that you 22 are indicating that we did a lot of insulation work at 23 that plant -- 24 Q. Uh-huh. 25 A. -- or that we had a lot of exposure to
Page 106 1 overbroad and vague. 2 A. I -- I know that my conversation with 3 Mr. Johnson, if there's any dust, it could be 4 hazardous. 5 Q. (BY MR. WATERS) Okay. In other words, 6 not just asbestos dust; if you see any dust in the 7 air, there's a potential hazard there? 8 A. Yes. 9 Q. Okay. And did you understand from 10 Mr. Johnson that if there was any dust in the air, 11 that it would be a good idea to do some dust level 12 studies to determine what it contained and how much of 13 it there was? 14 MR. HEWITT: Objection; 15 repetitious. He's already stated he 16 didn't recall. It's overbroad, vague, and 17 ambiguous. Assumes facts not in evidence. 18 A. I don't recall. 19 Q. (BY MR. WATERS) Okay. But you and 20 Mr. Johnson were both aware that if there was dust in 21 the air that was visible to the naked eye, that that 22 could certainly be a hazardous situation? 23 MR. HEWITT: Objection; speculative 24 and overbroad. 25 A. Yes.	Page 109 1 insulation at that plant. We did not do -- very, very 2 little insulation work at that plant. 3 Q. Are you finished, sir? 4 A. Yes. 5 Q. Okay. 6 MR. WATERS: Let me object as -- as 7 nonresponsive. 8 Q. (BY MR. WATERS) And we'll come back to 9 that. 10 Whatever insulation work Brown & Root may 11 have done at the plant, you will agree with me that in 12 the 1970s, the OSHA regulations applied to that work? 13 A. Yes. 14 Q. Did you know a gentleman named 15 Carl Richardson? 16 A. Yes. The name -- the name sounds 17 familiar. I believe he was with our corporate safety 18 department. 19 Q. Did you ever meet Mr. Richardson? 20 A. I probably did. 21 Q. Okay. Are you able to tell us, sitting 22 here today, the number of days, for example, in 1976 23 that Brown & Root did work that involved asbestos 24 insulation? 25 A. No.

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1 Q. And you can't tell us that with respect to
2 the whole time frame from, let's say, 1961 to 1983,
3 can you?
4 MR. HEWITT: Object to the
5 overbroad, vague form of that question.
6 And it also assumes facts not in evidence.
7 A. I can't tell you -- you specifically asked
8 about asbestos insulation. I can't tell you the total
9 days in all insulation, just that it was very little.
10 MR. WATERS: Okay. Object to the
11 nonresponsive portion.
12 Q. (BY MR. WATERS) From 1961 to 1983, there
13 could have been 100, 500, 1,000 days where
14 Brown & Root employees worked with or around asbestos
15 insulation. You have no way of knowing to quantify
16 that, do you?
17 MR. HEWITT: Objection.
18 MR. ERWIN: Objection; calls for
19 speculation. Object to Counsel
20 testifying.
21 MR. HEWITT: It's misleading, and I
22 object to the form of that last question
23 on the grounds it's repetitious and a
24 misstatement his testimony.
25 Q. (BY MR. WATERS) Can you answer, sir?

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1 A. No, I can't answer that.
2 Q. You just have -- you have no way of
3 knowing or quantifying that, do you?
4 MR. HEWITT: Same objections;
5 speculative and mischaracterization of his
6 testimony.
7 A. I don't have -- now, can I answer?
8 Q. (BY MR. WATERS) Please.
9 A. I don't have any way of just off the top
10 of my head knowing.
11 Q. Okay. And if you were to try and guess or
12 speculate that this was something that was done 50
13 times or 100 times or 150 times over the course of
14 that time frame, that would be speculation on your
15 part, wouldn't it?
16 MR. HEWITT: I object to the
17 speculative form of the question. It's --
18 it's misleading and a mischaracterization
19 of his earlier testimony that it was very
20 few times.
21 MR. WATERS: I'm going to object to
22 you coaching the witness, Hewitt. That's
23 ridiculous. You've been putting words in
24 this witness' mouth all day long. That's
25 not how you're supposed to defend a

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1 deposition, and you know it.
2 MR. HEWITT: You've asked some
3 misleading questions. Go ahead.
4 MR. ERWIN: Object to the sidebar.
5 Q. (BY MR. WATERS) You can answer the
6 question, sir. Do you need it read back to you?
7 A. Yeah, rephrase it -- or reask the
8 question.
9 (The requested portion of the
10 record was read by the
11 reporter.)
12 A. I wouldn't venture a guess or a
13 speculation.
14 Q. (BY MR. WATERS) I appreciate that.
15 A. But I'll go back to my original statement
16 back there that we did very little insulation.
17 Q. All right, sir.
18 MR. WATERS: I'm going to object to
19 that nonresponsive portion of that answer.
20 Q. (BY MR. WATERS) Did you understand, sir,
21 that it was necessary to provide annual medical
22 examinations to employees who had previously been
23 exposed to asbestos?
24 A. Yes.
25 Q. All right. And did you become aware of

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1 that in -- again, in the early 1970s as part of this
2 other knowledge that you gained?
3 A. Yes.
4 Q. Were you, yourself, ever examined as a
5 result of having had some previous asbestos exposure?
6 A. Not that I can recall.
7 Q. Okay. Did you have any involvement in
8 arranging for those types of examinations?
9 A. No.
10 Q. Do you know if, in fact, Brown & Root
11 actually provided those examinations to all of its
12 employees who had any asbestos exposure? Do you --
13 MR. HEWITT: Objection -- go ahead.
14 Q. (BY MR. WATERS) Do you know one way or
15 the other?
16 MR. HEWITT: Objection;
17 speculative, not reasonably restricted to
18 relevant time periods or to geographic
19 locations or circumstances relative to
20 this lawsuit.
21 A. Yes, they provided it.
22 Q. (BY MR. WATERS) How do you know that?
23 A. Just from -- I don't remember the time,
24 but it was -- it was done as a matter of -- I was
25 trying -- I was trying to think --

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1 Q. Did someone tell you?
2 A. We took some insulation off of a unit out
3 there that was a -- the best I can remember, was a
4 furnace. Okay? And it was identified as asbestos.
5 And we went through the OSHA specifications to have
6 our people tested to meet those specifications. We
7 also covered that area to meet the specifications, the
8 OSHA --
9 Q. And when you -- when you say "covered,"
10 what do you mean?
11 A. Physically took polyethylene film and
12 covered it, taped it.
13 Q. All right. So, you recall a specific
14 incident -- instance where asbestos was -- insulation
15 was removed from a furnace?
16 A. I don't remember whether it was a furnace
17 or not.
18 Q. I'm sorry.
19 A. But it was -- the best of my recollection,
20 it was. It was some unit.
21 Q. All right. And would this have been
22 when -- while you were an assistant project manager?
23 A. Superintendent.
24 Q. You were still a superintendent? All
25 right.

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1 A. I believe.
2 Q. All right. And your recollection is that
3 the Brown & Root employees who were involved with that
4 project ultimately received medical examinations?
5 A. Yes.
6 Q. Okay. Other than that particular
7 incident, do you have any knowledge about Brown & Root
8 employees who may have had other exposures to asbestos
9 receiving the required medical examinations?
10 MR. HEWITT: I'll object to the
11 repetitious form of the question. It's
12 also misleading.
13 A. The best of my knowledge, that was the
14 only time that we had any that was identified as
15 asbestos.
16 Q. (BY MR. WATERS) All right.
17 MR. WATERS: Object as
18 nonresponsive.
19 Q. (BY MR. WATERS) To answer my question,
20 then, the only circumstance you can recall where this
21 medical monitoring was done was with respect to --
22 let's just call it the "furnace job," for lack of a
23 better term. Is that a fair statement?
24 A. To the best of my recollection.
25 Q. All right. Did the regulations require

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1 that polyethylene or some other type of physical
2 barricade be utilized if asbestos dust was created?
3 A. It was -- it -- it didn't specifically
4 say, but it was in a -- in a containment.
5 Q. Okay.
6 A. Whatever that might be.
7 Q. Okay. And one of the purposes of the
8 containment would be to keep the asbestos dust or the
9 asbestos fibers from drifting to adjacent areas where
10 other workers were located?
11 A. Yes.
12 Q. And that, for example, could include Armco
13 workers who were working nearby the work that was
14 going on?
15 A. There were not any -- any Armco people
16 adjacent to that location.
17 Q. Okay.
18 MR. WATERS: Object as
19 nonresponsive.
20 Q. (BY MR. WATERS) My question is if that
21 was one of the purposes of this type of barricade that
22 you've described, to keep the asbestos fibers from
23 drifting into an area where there might be other
24 workers?
25 A. Yes.

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1 Q. And you would agree with me that that's an
2 appropriate procedure when you're dealing with
3 something like asbestos that can be deadly or cause
4 cancer?
5 MR. ERWIN: Objection to the extent
6 the question is vague and ambiguous and
7 misstates the evidence, mischaracterizes
8 the evidence.
9 MR. HEWITT: It's an overbroad
10 statement, mischaracterizes his testimony.
11 Q. (BY MR. WATERS) You can answer.
12 A. Yes.
13 Q. All right. Now, in that particular
14 instance that you've recalled -- and you're not saying
15 that was the only time this took place, are you?
16 MR. HEWITT: Objection; repetitious
17 and a mischaracterization of his
18 testimony.
19 A. I don't recall.
20 Q. (BY MR. WATERS) All right. In any event,
21 with respect to this particular operation, it's your
22 recollection that Brown & Root did some type of
23 testing to determine that, A, it was asbestos, and, B,
24 it was getting in the air, correct?
25 A. Yes. Not that it was getting in the air.

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1 We -- we did it to determine what it was.
2 Q. Okay. You did it before tearing into it,
3 the testing? Let me start over. I think we're on the
4 same page.
5 In this particular instance, Brown & Root
6 determined before the tear-out work began, that the
7 material was asbestos, correct?
8 A. Yes.
9 Q. Okay. And as a result of that, they took
10 a number of precautions that we've already talked
11 about?
12 A. Yes.
13 Q. All right. And you'll agree with me that
14 if you're dealing with insulation that may be
15 asbestos, that's what the regulations require you to
16 do, determine if it is asbestos and take precautions,
17 if necessary?
18 MR. ERWIN: Object; vague and
19 ambiguous, not specific as to time,
20 misstates the proper legal standard, calls
21 for legal conclusion.
22 MR. HEWITT: I join those
23 objections. It's overbroad and vague.
24 A. Yes. If it's identified as asbestos,
25 those are -- those are the requirements by the

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1 regulations.
2 Q. (BY MR. WATERS) All right. Did you have
3 an understanding from your knowledge and recollection
4 of the regulations that if you -- if there was
5 insulation material and if it was not known whether or
6 not it contained asbestos, the safe approach and the
7 proper approach was to assume that it was asbestos
8 until testing could be done?
9 MR. HEWITT: I object to the
10 overbroad form of the question. It's not
11 restricted to a relevant time period.
12 Q. (BY MR. WATERS) I apologize. Again, in
13 the 1970s and early 1980s.
14 MR. ERWIN: Also, vague and
15 ambiguous. Calls for expert opinion, lack
16 of foundation.
17 A. Not necessarily.
18 Q. (BY MR. WATERS) Under what circumstances,
19 sir, do you think it would be appropriate to assume
20 insulation materials were nonasbestos when you hadn't
21 had an opportunity to test them and you had no other
22 knowledge?
23 MR. HEWITT: I object to the form
24 of the question. Assumes facts not in
25 evidence and is ambiguous as to any

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1 specific incident or time period of
2 circumstances or work performed out at the
3 Armco Houston Steel plant by Brown & Root.
4 A. Reask the question again, would you?
5 MR. WATERS: Could you read that
6 one back, please.
7 (The requested portion of the
8 record was read by the
9 reporter.)
10 THE WITNESS: Read it again,
11 because I want to be sure I understand
12 that.
13 (The requested portion of the
14 record was read by the
15 reporter.)
16 A. If there was a potential there for
17 asbestos, we tested it.
18 Q. (BY MR. WATERS) Okay. And that, you
19 would agree with me, is the proper policy, if there's
20 a potential that insulation materials contained
21 asbestos, those materials should be tested?
22 MR. ERWIN: Objection; calls for
23 expert opinion, lack of foundation. Also,
24 calls for legal conclusion.
25 MR. HEWITT: You're talking about

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1 in the 1970s?
2 MR. WATERS: Yes, 1970s.
3 A. Yes.
4 Q. (BY MR. WATERS) And what would not be
5 proper, what would not be appropriate, would be to
6 have workers attempt to remove insulation materials
7 where you didn't know whether or not it was
8 asbestos?
9 MR. ERWIN: Same objections as
10 stated at the last question.
11 MR. HEWITT: Object to overbroad in
12 the sense that it's not reasonably
13 restricted relevant time periods.
14 Q. (BY MR. WATERS) Again, with respect to
15 the 1970s and 1980s.
16 MR. ERWIN: Same objection as
17 previously.
18 MR. WATERS: Read that one back.
19 THE WITNESS: Yes, please.
20 (The requested portion of the
21 record was read by the
22 reporter.)
23 A. Yes.
24 Q. (BY MR. WATERS) That would not be proper,
25 would it?

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1 A. No.
2 MR. WATERS: I pass the witness.
3 ***
4 EXAMINATION
5 ***
6 BY MR. HEWITT:
7 Q. Mr. Miller, in response to some of
8 Mr. Waters' questions, I believe you testified that
9 you had personal knowledge that some Brown & Root
10 laborers were involved in removing insulation from
11 pipes during the period of time you were out there at
12 Armco Steel plant from 1961 to 1983. Is that correct?
13 A. Yes.
14 MR. WATERS: Objection; leading.
15 Q. (BY MR. HEWITT) Okay. Did that occur,
16 sir, on a frequent or infrequent occasion, that you --
17 MR. WATERS: Objection --
18 Q. (BY MR. HEWITT) -- observed that?
19 MR. WATERS: Excuse me. May I make
20 my objection? You have to wait until --
21 he has to finish his question and then I
22 have to make my objection and then you can
23 answer.
24 MR. HEWITT: Let me -- let me
25 restate the question.

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1 MR. WATERS: That would be fine.
2 MR. HEWITT: And then you can
3 object.
4 Q. (BY MR. HEWITT) Did that occur on a
5 frequent or infrequent periods of time that you had
6 knowledge of that happening out at the Armco Houston
7 Steel plant by Brown & Root personnel?
8 MR. WATERS: Objection; leading;
9 calls us for speculation on the part of
10 this witness.
11 You may answer.
12 Q. (BY MR. HEWITT) You can answer.
13 A. It was very infrequent.
14 Q. Describe for us, sir, to the court and
15 jury in your own words the frequency in which you had
16 occasion to have knowledge of Brown & Root laborers
17 performing insulation removal work out at the Houston
18 Armco Steel plant during the period of time that you
19 were out there from '61 and '83, using your own words.
20 MR. WATERS: Objection; calls for
21 speculation.
22 A. It was practically nil.
23 Q. (BY MR. HEWITT) Okay. With respect to
24 this instance you recall of identifying some
25 insulation material that was found from -- I believe

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1 from a sample to contain asbestos, I believe you said
2 at the furnace area -- is that correct?
3 A. It was -- I believe it was the furnace,
4 yes.
5 Q. Okay. Other than the precautions that
6 you've already testified to, was that particular area
7 in any way segregated or roped off or in any way
8 barricaded to prevent outside workers from coming in
9 it while Brown & Root workers were performing their
10 work?
11 A. Yes, it was.
12 MR. WATERS: Objection; leading.
13 Q. (BY MR. HEWITT) Okay. Would you describe
14 for us, sir, if there was any sort of limitation or
15 restriction with respect to access to that particular
16 area and, if so, what was that restriction or
17 limitation?
18 A. Yes, there was restrictions to the area.
19 It was roped off and identified as a hazardous area.
20 Q. Were Armco employees prevented, therefore,
21 from coming within that immediate area while
22 Brown & Root was performing its work?
23 A. Armco employees weren't ever prevented
24 from going anywhere.
25 Q. Okay. What was the purpose of the

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1 restrictions or limitations?
2 MR. WATERS: In terms of this one
3 particular job?
4 MR. HEWITT: Yes.
5 Q. (BY MR. HEWITT) In this one particular
6 job, what was the purpose of that?
7 A. To let everybody know that it was a
8 hazardous area.
9 Q. Okay. And would that include Armco
10 employees?
11 A. Yes, sir.
12 MR. HEWITT: We'll reserve any
13 additional questions until the time of
14 trial.
15 MR. ERWIN: Just a few follow-ups.
16 ***
17 EXAMINATION
18 ***
19 BY MR. ERWIN:
20 Q. This furnace area that you've talked about
21 with respect to this one asbestos removal project,
22 sir, which furnace are you referring to?
23 A. I don't recall which furnace it was. And
24 it might have been a little bag house -- I don't -- I
25 don't remember. But it seemed to me like it was over

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1 in the plate mill area when we rebuilt the plate mill.
2 Q. Okay. So, to the extent you've been --
3 the area that's just been discussed with Mr. Waters
4 and Mr. Hewitt concerning this asbestos project that
5 you can remember and the term "furnace" was used, your
6 best recollection was it was over near the plate mill?
7 A. Yes.
8 Q. Okay. You've never been an Armco
9 employee, have you, sir?
10 A. No.
11 MR. ERWIN: No further questions.
12 Reserve the rest until after the time of
13 trial.
14 MR. WATERS: Just a couple to -- to
15 clear up something.
16 ***
17 RE-EXAMINATION
18 ***
19 BY MR. WATERS:
20 Q. With respect to this one particular
21 incident that you've described, whether it was the
22 furnace area or bag house, I take it from your earlier
23 testimony, that you actually observed the operation in
24 progress personally with your own eyes?
25 A. Yes.

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1 Q. Okay. Is that something that you went to
2 go look at when you were told about it, or did you
3 just happen across that in the course of your work?
4 A. No. I went to look at it because I was
5 told about it.
6 Q. Okay. You were told specifically that you
7 had an asbestos situation -- that is to say,
8 Brown & Root had this situation -- and as a result of
9 that, you went and observed that operation, correct?
10 A. Yes.
11 Q. Okay. And had you -- had you not been
12 told -- sorry.
13 A. Excuse me.
14 Q. Had you not been told about that
15 situation, about that potential problem, then probably
16 you would not have observed the operation, correct,
17 sir?
18 MR. HEWITT: Objection;
19 speculative, assumes facts not in
20 evidence.
21 A. I would observe --
22 Q. (BY MR. WATERS) Go ahead.
23 A. I would observe any of the -- the
24 locations, okay, just as a matter of course of going
25 around and looking at part of the job.

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1 Q. Okay. So, if, in fact, the -- the
2 operation had been in process for some period of time,
3 you would have -- you would have observed it because
4 you would have happened to cross it over the course of
5 time?
6 A. If that particular project?
7 Q. Yes, sir.
8 A. No, because I knew about that one --
9 Q. Okay.
10 A. -- to start.
11 Q. In the time frame from late Sixties
12 onward, can you give us a sense of what percentage of
13 the time you spent in the office as opposed to out in
14 the field in terms of doing --
15 A. Probably -- probably in the field
16 75 percent of the time, 25 in the office.
17 Q. Okay. All right. And I -- I forget.
18 You may have told us this already. By the time you
19 become a -- a superintendent, is most of your work
20 involving new construction projects that are ongoing
21 out there?
22 A. Yes.
23 Q. All right. So, can you give us a sense of
24 the percentage of that? Would it have been pretty
25 much most all of it would have been new construction

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1 as opposed to, oh, you know, what I've been calling
2 "maintenance," but was work in all other areas?
3 A. Yes.
4 Q. All right. So, of the 75 percent of your
5 time that you spent out of the office when you weren't
6 doing paperwork, the vast majority of that time, would
7 have been in areas where new construction was going
8 on, new construction projects?
9 A. Yes.
10 Q. And this is obviously a very large
11 facility, isn't it?
12 A. Yes, it is.
13 Q. Okay. And you certainly did not on a
14 daily basis observe all the operations of all the
15 Brown & Root employees throughout that plant?
16 A. No.
17 Q. In fact, presumably on a weekly basis, you
18 didn't have that opportunity either because of the
19 nature of the work and because the greater part of
20 your work focused on new construction?
21 MR. HEWITT: Object to the
22 overbroad form of the question. It's a
23 mischaracterization of his earlier
24 testimony. Misleading.
25 A. When -- when we became assistant project

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1 manager --
2 Q. (BY MR. WATERS) Yes, sir.
3 A. -- we -- we would go to all of them at one
4 point in time.
5 Q. All right.
6 A. Everywhere we had people working.
7 Q. Okay. When you say "at one point in
8 time," is that over the course of a week or a month or
9 what?
10 A. Well, I would try to make them once a day.
11 A lot of times it wasn't possible to make all of them
12 once a day.
13 Q. Sure. Okay. And, again, the most part of
14 that would have -- would have been with respect to the
15 new construction that was going on that you had
16 responsibilities for?
17 A. Yes.
18 Q. Okay. Who have been the -- maybe
19 you've already told me this, and I apologize. But
20 with respect to responsibility for the miscellaneous
21 construction work that -- not new construction, but
22 the -- the work on an ongoing basis on the
23 facilities that were there, would Mr. Embree or
24 Mr. Berger have been the person who would be more
25 likely to inspect that work on a regular, say, daily

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1 or weekly basis?
2 A. Mr. Berger.
3 Q. Mr. Berger?
4 A. Or a Mr. J. W. Griffith, Bill Griffith.
5 Q. All right. J. W. --
6 A. And he was there at the same time that
7 George was.
8 Q. All right.
9 A. Part of the time. Not all of the time.
10 Q. All right. So, in the context of -- of
11 inspecting miscellaneous construction work or
12 maintenance work, Mr. Griffith or Mr. Berger would be
13 much more likely to check on that work on any given
14 day or any given week than certainly you would have
15 been?
16 A. Yes.
17 Q. All right. In fact, it sounds like it
18 would have been fairly unusual for you to spend time
19 checking on miscellaneous construction contracts that
20 were going on in the -- let's say the Seventies, early
21 Eighties.
22 MR. HEWITT: I object to the form
23 of the question. It's misleading and a
24 mischaracterization of his earlier
25 testimony.

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1 A. Well, I -- I need to know what you --
2 what you mean by "check." The reason I -- reason I
3 ask that question is because that we had several
4 contracts; and, as you well know, that's a big mill.
5 Q. (BY MR. WATERS) Right.
6 A. And I would go by places that -- on the
7 way to new construction that we would have people
8 working there --
9 Q. Okay. So you --
10 A. -- on a miscellaneous construction type
11 thing.
12 Q. All right. So, you might from time to
13 time stop at a miscellaneous construction site on your
14 way to the new construction areas that were your
15 primary responsibility?
16 A. Yes.
17 Q. All right.
18 MR. WATERS: Pass the witness.
19 MR. GONZALEZ: I have a few
20 questions, if I might.
21 MR. WATERS: Oh, I'm sorry. I
22 didn't mean to take you out of turn. I
23 kind of forgot about you.
24 MR. GONZALEZ: I'm sorry.
25 MR. WATERS: That's all right. Go

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1 ahead.
2 MR. GONZALEZ: I've got a couple.
3 ***
4 EXAMINATION
5 ***
6 BY MR. GONZALEZ:
7 Q. Mr. Miller, this is Juan Gonzalez. I'm an
8 attorney for two defendants in this lawsuit. I've got
9 several questions for you.
10 A. Sure.
11 Q. Do you have or are you aware of any facts,
12 evidence, or information, sir, that any product
13 manufactured by Pittsburgh-Corning Corporation that
14 might have contained asbestos was ever used at the
15 Armco plant in your years there, sir?
16 A. Not that I can recall.
17 Q. How about the same question concerning any
18 products manufactured by a company called
19 W. R. Grace & Company of Connecticut?
20 A. As far as insulation is concerned?
21 Q. Any asbestos-containing products.
22 A. No, sir. The reason I ask that question,
23 because we -- we did use some W. R. Grace products
24 that were -- that were epoxies used in -- in sealing
25 concrete pits.

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1 Q. Yes, sir. Do you have any -- any facts,
2 evidence, or information that any of those products
3 contained asbestos?
4 A. No, sir, they did not.
5 Q. All right. And other than those products,
6 are you aware of any others that may have been used on
7 that job site in your years there?
8 A. Not that I can recall.
9 Q. Okay. Do you know what Zonolite is, sir?
10 A. No, sir, but I could guess.
11 Q. I'm -- I'm not asking you to speculate.
12 Do you have any facts, evidence, or information that a
13 product called Zonolite was ever used by anyone at --
14 in your years at that plant?
15 MR. WATERS: Objection; calls for
16 speculation.
17 A. Is -- can I ask the question is -- what is
18 Zonolite?
19 Q. (BY MR. GONZALEZ) Well, that's what I'm
20 asking you, sir.
21 MR. WATERS: Well, he can't tell
22 you. You're asking him to speculate.
23 Q. (BY MR. GONZALEZ) You don't have an
24 answer to that question, sir?
25 A. If it's a -- if it's a lightweight

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1 concrete that might have been used for a roof, it
2 might have been.
3 Q. All right. Other than that application,
4 then, you wouldn't have any reason to believe that a
5 product called Zonolite was on that -- on that plant
6 during your years there; is that a fair statement?
7 A. No, sir. No, sir.
8 Q. It is not a fair statement, or it is a
9 fair statement?
10 A. Yes, sir, that is a fair statement.
11 Q. All right. Do you know what a product
12 called Monokote is?
13 A. No, sir.
14 Q. And you don't have any reason to believe
15 that it was present at that job site in your years
16 there; is that correct?
17 A. No, sir.
18 MR. WATERS: Same objection; calls
19 for speculation.
20 Q. (BY MR. GONZALEZ) No, sir, that is not
21 correct; or, yes, it is correct?
22 A. Repeat it again.
23 Q. Okay. Do you have any facts, evidence, or
24 information that a product called Monokote was ever
25 used at the Armco plant in your years there?

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1 MR. WATERS: Calls for speculation.
2 A. No.
3 Q. (BY MR. GONZALEZ) All right. Do you know
4 what Unibestos is, sir?
5 A. No, sir.
6 Q. And because of that, you wouldn't have any
7 facts, evidence, or information that Unibestos as a
8 product was ever used at Armco in your years there; is
9 that a fair statement?
10 A. Yes, it is.
11 MR. GONZALEZ: All right. I pass
12 the witness.
13 MR. ERWIN: Are we done?
14 MR. HEWITT: That's it.
15 MR. WATERS: Yeah, I think that's
16 all.
17 THE VIDEOGRAPHER: It is 1:12 p.m.
18 We're off record.
19 (Deposition concluded at
20 1:12 p.m.)
21 -o0o-
22
23
24
25

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1 STATE OF TEXAS)
2 COUNTY OF HARRIS)
3 I, RAYMOND MILLER, HEREBY CERTIFY that I have
4 read the foregoing deposition, and that this
5 deposition, together with my corrections, is a true
6 and correct record of my testimony given at this
7 deposition.
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RAYMOND MILLER

SUBSCRIBED AND SWORN TO BEFORE ME by RAYMOND
MILLER, on this, the _____ day of _____,
A.D., 1997.

Notary Public in and for the
State of _____

My Commission Expires: _____

Page 138

1 CORRIGENDUM
2
3 I, RAYMOND MILLER, wish to make the following
4 changes or corrections in the testimony as originally
5 given:
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RAYMOND MILLER

STATE OF TEXAS)
COUNTY OF _____)
SUBSCRIBED AND SWORN TO BEFORE ME, the
undersigned authority, by RAYMOND MILLER, the witness
hereinbefore named, on this, the _____ day of
_____, A.D., 1997.
Notary Public in and for the
State of _____
County of _____

My Commission Expires: _____

Page 139

1 STATE OF TEXAS *
2 COUNTY OF HARRIS *
3
4 I, MICHELLE McDANIEL, a Certified Shorthand
5 Reporter in and for the State of Texas, do hereby
6 certify that the foregoing answers in response to the
7 questions propounded were made before me by RAYMOND
8 MILLER, the witness hereinbefore named, after said
9 witness had been first duly cautioned and sworn to
10 testify to the truth, the whole truth and nothing but
11 the truth.
12 Further certification requirements pursuant to
13 Rules 205 and 206 will be certified to after they have
14 occurred.
15 I further certify the above and foregoing
16 deposition is a full, true, correct and complete
17 transcript of the proceedings had at the time of
18 taking of this deposition.
19 GIVEN UNDER MY HAND AND SEAL OF OFFICE on this
20 the _____ day of September, 1997.
21
22
23
24
25

MICHELLE McDANIEL, CSR #3814
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My Commission Expires: 12/31/98

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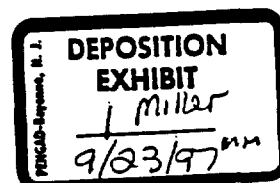
MANUEL P. GONZALES, ET AL.,	§	IN THE DISTRICT COURT
Plaintiffs,	§	
	§	
V.	§	CAMERON COUNTY, TEXAS
	§	
OWENS-CORNING FIBERGLAS, CORP.,	§	
ET AL.,	§	
Defendants	§	103 rd JUDICIAL DISTRICT

**PLAINTIFF'S AMENDED NOTICE OF INTENT TO TAKE VIDEOTAPED
DEPOSITIONS OF DEFENDANTS BROWN & ROOT, INC.
AND BROWN & ROOT USA, INC.**

TO ALL DEFENDANTS AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that, pursuant to the Texas Rules of Civil Procedure, Plaintiff will take the videotaped depositions of the employees as well as designated agent/employees/representatives of Defendants Brown & Root, Inc. and Brown & Root, USA, Inc. as follows:

1. Raymond Miller, 1251 Wilcrest, Suite 190, Houston, Texas 713/455-9511 - Tuesday, September 23, 1997 at 9:30 a.m.
2. Steve Hodges, - Brown & Root, Inc., 4100 Clinton Drive, Houston, Texas 713/676-3011 Tuesday, September 23, 1997 at 11:30 a.m.
3. Tony Crestani, Halliburton, 5151 San Felipe, Houston, Texas 717/624-3344 - Tuesday, September 23, 1997 at 11:30 a.m.
4. Steve Sellers, Halliburton, P. O. Box 42800, Houston, Texas 281/596-5488 - Tuesday, September 23, 1997 at 4 p.m. → Thursday @ 3:30
5. Dale Drysdale, Brown & Root, Inc., 4100 Clinton Drive, Houston, Texas 713/676-3011 - Thursday, September 25, 1997 at 9:30 a.m.
7. Delbert Ray Gaines, Brown & Root, Inc., 4100 Clinton Drive, Houston, Texas 713/676-3011 - Thursday, September 25, 1997 at 11:30 a.m.



8. Raymond Heit, Brown & Root, Inc., 4100 Clinton Drive, Houston, Texas 713/676-3011 - Thursday, September 25, 1997 at 1:30 p.m.
9. Pete Johnson, 1212 Foley Road, Crosby, Texas 281/328-3984 - Friday, September 26, 1997 at 10:00 a.m.
10. Emil Zerr, 7424 Secretariat, San Antonio, Texas 210/698-9693 - Friday, September 26, 1997 at 1:30 p.m.
11. Orval Bokken, 1522 Imperial Crown, Houston, Texas 713/465-0514 - Friday, September 26, 1997 at 4 p.m.

The depositions will take place before a certified court reporter provided by Diana Henjum Ct. Reporters, 5850 San Felipe, Suite 405, Houston, Texas 77057, (713)952-6625. The depositions will take place at the offices of Defendant's counsel, Meredith, Donnell & Abernathy, 6850 Texas Commerce Tower, 600 Travis Street, Houston, Texas 77002. Diana Henjum Ct. Reporters will also provide the videotape technician.

The depositions will continue from day to day until completed. The Defendants and the individual witnesses are required to produce the documents listed in the attached Exhibit "A" before the commencement of said depositions at 9:30 a.m., September 23, 1997 at the office of Defendants' counsel.

Respectfully submitted,

LAW OFFICES OF ANDREW WATERS



C. ANDREW WATERS

State Bar No. 20911450

L. ANGELYN SCHMID

State Bar No. 17764960

400 S. Zang, Suite 500

Dallas, Texas 75208

(214) 941-0532

(214) 941-2345 fax

ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

The undersigned certifies that a true and correct copy of the foregoing document has been served on counsel of record by telecopier this 22nd day of September, 1997..



C. ANDREW WATERS

EXHIBIT "A"

1. Any and all educational materials, to include books, class notes, course outlines, and other materials related to Industrial Health or Safety;
2. Any and all copies of degrees, certifications, curricula vitae and/or resumes;
3. Any and all documents reflecting to personal or Brown & Root membership in any Safety or Industrial Hygiene organizations, as well as any publications or other materials provided by those organizations;
4. Any and all seminar materials and/or any publications or other written materials that relate to Industrial Health, Hygiene or Safety;
5. Any and all materials provided to the witnesses by any government entity or employer that relate to Industrial Health, Hygiene or Safety;
6. Any and all personnel files or materials related to the witnesses' employment with Brown & Root;
7. Any and all materials related to the witnesses' job duties and/or responsibilities while employed by Brown & Root;
8. Any and all materials seen or reviewed with reference to this case or asbestos generally;
9. Any and all written materials specifying, recommending, and/or suggesting that asbestos-containing materials, and/or asbestos-containing products be affixed, applied or otherwise utilized in conjunction with Brown & Root contractor work at the Armco Steel Plant in Houston, Texas.
10. Any documents and/or materials evidencing Brown & Root contracts for the sale, distribution, and/or marketing of asbestos containing materials to Armco Steel in Houston, Texas from 1954 to 1983;
11. Any documents and/or materials evidencing Brown & Root's abatement activities at Armco Steel in Houston, Texas from 1954 to 1983; and
12. Any documents and/or materials evidencing the identity of Brown & Root employees involved in the installation, removal and/or abatement of asbestos containing materials at Armco Steel in Houston, Texas from 1954 to 1983.
13. Any documents and/or materials evidencing the identity of "Brown & Root contracts" for "the identity of Brown & Root employees" involved in the installation, removal and/or abatement of asbestos containing materials at Armco Steel in Houston, Texas from 1954 to 1983.
14. Any and all documents produced at the depositions of Dale Drysdale, Raymond Heit and Delbert Ray Gaines taken on or about September 24, 1996 in the Hodge matter.

LAW OFFICES OF ANDREW WATERS

400 South Zang Blvd., Suite 500

Dallas, Texas 75208

Telephone 214-941-0532

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C. Andrew Waters

September 22, 1997

TO ALL COUNSEL OF RECORD:

Re: Cause No. 95-04-1728-D; Manuel P. Gonzales, et al v. Owens-Corning Fiberglas Corporation, et al; 103rd Judicial District; Cameron County, Texas;

Dear Counsel:

Attached please find Plaintiff's Amended Notice of Intent to Take Videotaped Depositions of Defendants Brown & Root, Inc. and Brown & Root USA, Inc. in the above-referenced matter.

If you have any questions or need additional information, please do not hesitate to call.

Sincerely,



C. Andrew Waters

CAW/mrm

Attachment

cc:	Frank Costilla	956-544-3152
	Harding Erwin, Jr.	713-877-8822
	Jerry Kacal	713-529-8161
	William Gault	210-544-0607
	Gary Elliston	214-210-2500
	James Hewitt, Jr.	713-222-1707
	Debra Fitzgerald	214-922-4177
	Lew Miltenberger	817-820-0373
	Patricia Kelly	210-428-2954
	Laura Kugler	214-210-2500
	Diana Henjum Ct. Rptrs.	713-952-6776

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Attorney at Law
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Dallas, Texas 75208
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TRANSMITTAL SHEET

DATE: September 22, 1997

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	Laura Kugler	214-210-2500
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FROM: LAW OFFICES OF ANDREW WATERS

RE: Cause No. 95-04-1728-D; Manuel Gonzales, et al v. OCF, et al

NUMBER OF PAGES INCLUDING TRANSMITTAL SHEET: 6

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Machine ID 1
Machine name WorkCenter 250
Page 1

Job	Remote station	Start time	Pages	Mode	Results
443	19565443152	9/22/97 2:47PM	6/ 6	BC	Completed
443	17138778822	3:16PM	6/ 6	BC	Completed
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443	12105440607	2:51PM	6/ 6	BC	Completed
443	2102500	2:54PM	6/ 6	BC	Completed
443	17132221707	2:57PM	6/ 6	BC	Completed
443	9224177	3:00PM	6/ 6	BC	Completed
443	18178200373	3:04PM	6/ 6	BC	Completed
443	12104282954	3:36PM	6/ 6	BC	Completed
443	2102500	3:07PM	6/ 6	BC	Completed
443	17139526776	3:10PM	6/ 6	BC	Completed

Note:

EC=Error Correction
48=4800 BPS
RD=Remote Diagnostics

CR=Confidential Receive
PI=Poll-In
PO=Poll-Out

MP=Multi-Poll
SA=Subaddress
PW=Password

BC=Broadcast
MB=Mailbox

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RE: Cause No. 95-04-1728-D; Manuel Gonzalez, et al v. DCF, et al

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DATE: September 22, 1997

TRANSMITTAL SHEET

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LAW OFFICES OF ANDREW WATERS

Ad Hoc Broadcast Pending

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Date and time      09/22/97  2:47PM
Machine ID        1
Machine name      WorkCenter 250
Page              1
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Job	Remote Station	Entry Time	Pages	Type	Mode	Start Time
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443	12105440607	2:45PM	6	Broadcast	BC	
443	2102500	2:45PM	6	Broadcast	BC	
443	17132221707	2:45PM	6	Broadcast	BC	
443	9224177	2:45PM	6	Broadcast	BC	
443	18178200373	2:45PM	6	Broadcast	BC	
443	12104282954	2:45PM	6	Broadcast	BC	
443	2102500	2:45PM	6	Broadcast	BC	
443	17139526776	2:45PM	6	Broadcast	BC	

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