

PATRICK J. HAGAN, ESQ.
CURTIS A. CANFIELD, ESQ.
KINCAID, GIANUNZIO, CAUDLE & HUBERT
200 Webster Street
Oakland, CA 94607-0828
(415) 465-5212

RECEIVED FEB 13 1986

Attorneys for Defendants, KAISER CEMENT CORPORATION
and KAISER GYPSUM COMPANY, INC.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT 5

IN RE:

COMPLEX ASBESTOS LITIGATION

NO: 1327

KAISER CEMENT CORPORATION
AND KAISER GYPSUM COMPANY,
INC'S RESPONSES TO PLAINTIFF'S
STANDARD INTERROGATORIES TO
DEFENDANTS.

PROPOUNDING PARTY: Plaintiffs,
RESPONDING PARTY : Defendants, KAISER CEMENT CORPORATION
KAISER GYPSUM COMPANY, INC
SET : STANDARD
DATE : FEBRUARY 12, 1986.

COME NOW Defendants KAISER CEMENT CORPORATION (herein-
after "KAISER CEMENT") and KAISER GYPSUM COMPANY, INC. (herein-
after "KAISER GYPSUM") and in answer to the Standard Interrog-
atories propounded by Plaintiffs state as follows:

KINCAID, GIANUNZIO, CAUDLE & HUBERT
A Professional Corporation

By: Curtis A. Canfield

CURTIS A. CANFIELD, ESQ.



INTRODUCTORY NOTE

In order to answer these Interrogatories, answering defendants conducted a thorough search of their existing records and interviewed present and past employees of KAISER CEMENT and KAISER GYPSUM. The following answers are based upon information presently known. Discovery is continuing and defendants reserve the right to supplement their answers whenever additional and more accurate information becomes known.

Many of plaintiffs' Interrogatories asked defendants to identify or attach documents. Many of the records and documents requested are available and now in the custody of KAISER CEMENT or KAISER GYPSUM. However, many documents and records predating 1968 have either been destroyed, discarded or misplaced and are therefore unavailable. Of course, defendants will permit plaintiffs to inspect and copy any non-privileged, relevant business records still in their possession, upon reasonable notice. The business records of KAISER CEMENT and KAISER GYPSUM are located at 100 Webster Street, Oakland, California.

GENERAL OBJECTIONS

KAISER CEMENT and KAISER GYPSUM object to these Interrogatories to the extent that they call for information protected by the attorney/client privilege or work product doctrine.

Responding to these Interrogatories is not intended to be and does not constitute a waiver of any objections.

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1 ANSWER:

2 1.

3 (a) Donna M. Anderson;

4 (b) KAISER CEMENT CORPORATION, 300 Lakeside
5 Drive, Oakland, California 94612;

6 (c) Assistant Secretary of both KAISER CEMENT
7 and KAISER GYPSUM.

8 (d) Ms. Anderson was first employed by KAISER CEMENT
9 on May 20, 1975 as a Secretary. She was an Executive Secretary
10 from 1977 - June, 1979, when she was elected Assistant Secretary
11 of KAISER CEMENT. She was first employed by KAISER GYPSUM in
12 June 1979 upon her election as Assistant Secretary of that
13 company as well.

14 ANSWER:

15 2. Both KAISER CEMENT and KAISER GYPSUM are corporations.

16 KAISER CEMENT

17 (a) KAISER CEMENT CORPORATION:

18 (b) Delaware;

19 (c) March 16, -1982 [KAISER CEMENT a California
20 Corporation was originally incorporated 2/10/39. Through a
21 reincorporation merger, effective May 4, 1982, that company
22 was merged with a Delaware corporation of the same name which had
23 been incorporated in Delaware 3/16/82.]

24 (d) 300 Lakeside Drive, Oakland, California 94612

25 (e) Yes, 1939 to present;

26 (f) Yes. CT Corporation, whose address is known
27 to plaintiffs' attorney.

28 (g) Not applicable;

KAISER GYPSUM

(a) KAISER GYPSUM COMPANY, INC.

(b) Washington;

(c) November 28, 1927;

(d) KAISER GYPSUM no longer actively conducts any business, but the corporate headquarters are located at 300 Lakeside Drive, Oakland, California.

(e) Yes, 1952 to present;

(f) Yes. C.T. Corporation, whose address is known to plaintiffs' attorney.

(g) KAISER GYPSUM is a wholly owned subsidiary of KAISER CEMENT.

ANSWER NO. 3:

KAISER CEMENT

Yes. Permanente Cement Company, 1939 to 1964;

KAISER CEMENT & GYPSUM CORPORATION, 1964 to 1979.

KAISER GYPSUM

No.

ANSWER NO. 4:

KAISER CEMENT

Yes.

(a) Henry J. Kaiser Company;

(b) - As of August 1, 1952, KAISER CEMENT purchased for cash from Henry J. Kaiser Company the business and certain assets of a division of that company engaged in the manufacture of wallboard and related gypsum products.

(c) Certain joint compounds and texture paints may have

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1 contained small amounts of asbestos at the time of such
2 acquisition and contained asbestos for limited periods of
3 time thereafter.

4 KAISER GYPSUM

5 No.

6 ANSWER NO. 5:

7 KAISER CEMENT

8 No.

9 KAISER GYPSUM

10 No.

11 ANSWER NO. 6:

12 Objection; vague, ambiguous and overly broad. Without
13 waiving these objections, the defendants answer as follows:

14 (a) The sales and purchase records of both KAISER CEMENT
15 and KAISER GYPSUM relating to sales and purchase made during
16 the years in which each company's products contained asbestos
17 which are still in existence are located at 100 Webster Street,
18 Oakland, California. Other corporate records of both KAISER
19 CEMENT and KAISER GYPSUM are located at 300 Lakeside Drive,
20 Oakland, California.

21 (b) The custodian of records for both KAISER CEMENT and
22 KAISER GYPSUM'S corporate records is CLIFF W. ROGERS, Manager,
23 Administrative Services, KAISER CEMENT CORPORATION, 300
24 Lakeside Drive, Oakland, California.

25 ANSWER NO. 7:

26 KAISER CEMENT

27 (a) through (h): No.

28 KAISER GYPSUM

(a) through (h): No.

ANSWER NO. 8:

KAISER CEMENT

KAISER GYPSUM

(a) Yes. 1960 to 1977.

(a) Yes. 1953 to 1978.

(b) No.

(b) No.

(c) Yes. See 8(a) above.

(c) Yes. See 8(a), above.

(d) Yes. See 8(a), above.

(d) Yes. See 8(a), above.

(e) Yes. See 8(a), above.

(e) Yes. See 8(a), above.

(f) Yes. See 8(a), above.

(f) Yes. See 8(a), above.

(g) Yes. See 8(a), above.

(g) Yes. See 8(a), above.

ANSWER NO. 9:

Non-applicable for both KAISER CEMENT and KAISER GYPSUM.

ANSWER NO. 10:

(a) Please refer to Exhibit A, attached hereto.

(b)

I. Information unavailable.

II. Information unavailable.

III. Please refer to Exhibit A, attached hereto for relevant dates.

(c)

I. Please refer to Exhibit A, attached hereto for relevant dates.

II. Non-applicable.

(d) Objection: this sub-part is burdensome and harassing. Answering defendant's products were produced at various manufacturing facilities in different regions of the United States. The percentage of asbestos and other materials used in the manufacture of these products varied according to

1 the region in which the product was manufactured. To attempt
2 to provide exact figures for each product produced at each
3 manufacturing facility would be inordinately burdensome. In
4 lieu of a detailed answer and without waiving said objections
5 answering defendants volunteer the following general information.

6 KAISER CEMENT PRODUCTS:

7 Kaiser Plastic Gun Cement and Kaiser Plastic Cement (hand)
8 were composed primarily of powdered Portland Cement. Additionally,
9 each of these products contains small amounts of asbestos in the
10 percentages listed on Exhibit A. Kaiser Masonry Cement was composed
11 primarily of Portland Cement. Additionally, this product contained
12 approximately .4% asbestos.

13 KAISER GYPSUM PRODUCTS:

14 Joint compounds were composed of finely ground materials
15 including casein, clay, talcs, limestone and mica. In addition,
16 each of these products contains small amounts of asbestos in the
17 percentages listed on Exhibit A.

18 Kaiser Texture Paints were composed primarily of casein,
19 limestone and mica. In addition, these products contained small
20 amounts of asbestos in the percentages listed on Exhibit A.

21 Kaiser Mineral Fiberboard was composed primarily of
22 various wood fibers, clays, starch and mineral wool. In addition,
23 this product contained approximately 1.6% asbestos.

24 KAISER GYPSUM Null-A-Fire Wallboard was composed primarily
25 of gypsum, glass fiber and paper fiber. Vermiculite was also added
26 to it.

27 All KAISER GYPSUM products except KAISER GYPSUM Null-A-Fi
28 Wallboard contained the chrysotile type of asbestos. KAISER GYPSUM
Null-A-Fire Wallboard contained a very small amount of

1 Tremolite which was totally encapsulated in the Vermiculite.

2 Answering defendant believes that KAISER CEMENT products
3 contained the chrysotile type asbestos. However, answering
4 defendant reserves the right to supplement this answer if
5 additional information is obtained. In addition, answering
6 defendant understands that contractors typically mixed the KAISER
7 CEMENT products with three to five parts by weight of sand so
8 that the percentage of asbestos was less than 1% in the product
9 actually applied.

10 (e) Please refer to Exhibit A, attached hereto.

11 (f) Please refer to Exhibit A, attached hereto.

12 Additionally, answering defendants do not believe that their
13 products were subject to temperature limitations. However,
14 discovery is continuing, and answering defendants reserve the
15 right to supplement their answer if additional information
16 becomes known.

17 (g) Objection: Vague, ambiguous, burdensome and irrelevant.
18 Without waiving these objections, defendants answer as follows:

19 Unknown.

20 (h) Raw asbestos for KAISER CEMENT products was purchased from
21 the following sources:

22 Pacific Asbestos Corp., Copperopolis, CA

23 Asbestos Bonding Corp., Division of Shute Corp.,
24 Napa, CA

25 Paul W. Wood (address not known)

26 Canadian Johns-Manville (address not known)

27 John K. Bice Company, Inc. (address unknown)

28 E. S. Browning Company (address unknown)

1	Atlas Asbestos Company (address unknown)
2	Hill Brothers (address unknown)
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1 Raw Asbestos for KAISER GYPSUM products was purchased
2 from the following sources:

3 Western Chemical Company, Los Angeles, California

4 Philip Carey Corp., (Carey Canadian Asbestos), P.O.

5 Box 15070, Cincinnati, Ohio 45215

6 Johns-Manville Sales Corp. (address unknown)

7 Union Carbide Company (address unknown)

8 The "time period of such supply" is unknown to answering
9 defendants.

10 (i) Neither KAISER CEMENT nor KAISER GYPSUM has ever
11 sold any products containing asbestos to shipyards. KAISER
12 CEMENT sold products containing small percentages of asbestos
13 to a large number of non-governmental customers in California,
14 Arizona and Nevada from 1960 to 1977. KAISER GYPSUM sold
15 products containing small percentages of asbestos to a large
16 number of non-governmental customers in the Western United
17 States, Texas and East Coast States from 1953 to 1978. The
18 sales records for KAISER CEMENT and KAISER GYPSUM have not
19 always been kept in a systematic or organized manner.

20 Further, most KAISER CEMENT and KAISER GYPSUM records pre-
21 dating 1968 have either been destroyed, discarded or mis-
22 placed. For the years 1968 through 1977, KAISER CEMENT and
23 KAISER GYPSUM have approximately eight hundred Bekins boxes
24 filled with individual sales orders and invoices which are
25 not categorized in any particular fashion other than by year.
26 To provide the specific information which has been requested
27 would require extracting and compiling data from approximately
28 eight hundred Bekins' boxes. This would be excessively

1 burdensome and oppressive. Upon reasonable notice, counsel
2 for plaintiff may review any such non-privileged documents
3 at 100 Webster Street, Oakland, California.

4 (j) Please refer to answer to Sub-part (i), above.
5 The present custodian of defendant's sales records is
6 Cliff Rogers, Manager, Administrative Services, KAISER
7 CEMENT CORPORATION, 300 Lakeside Drive, Oakland, California.

8 ANSWER NO. 11:

9 Unknown as to both KAISER CEMENT and KAISER GYPSUM.

10 ANSWER NO. 12:

11 Neither KAISER CEMENT nor KAISER GYPSUM entered into
12 any such rebranding agreements.

13 ANSWER NO. 13:

14 Non-applicable. See Answer to Interrogatory No. 12,
15 above.

16 ANSWER NO. 14:

17 For both KAISER CEMENT and KAISER GYPSUM, the answer
18 is No, not to defendants' knowledge.

19 ANSWER NO. 15:

20 Yes. Beginning in 1972, warning labels were placed on
21 containers of all products manufactured by both KAISER CEMENT
22 and KAISER GYPSUM, which contained asbestos.

23 (a) These labels were approximately 4" x 8" in size
24 and were brightly colored. They were prominently displayed
25 on the side of each can or bag or product. Labels were never
26 placed on the products themselves, since most the products
27 came in the form of either powder or paste. The warning read
28 as follows: "Caution: contains asbestos fiber; avoid

1 breathing dust; breathing asbestos dust may cause serious
2 bodily harm." (See Exhibit 'B' attached hereto).

3 (b) 1972 until the products no longer contained asbestos.

4 (c) The warnings were never altered, amended or changed.

5 ANSWER NO. 16:

6 Non-applicable.

7 ANSWER NO. 17:

8 KAISER CEMENT

9 the name, trademark, etc. of KAISER CEMENT never
10 appeared on any of its products themselves because these
11 products were sold in the form of powder.

12 KAISER GYPSUM

13 Most KAISER GYPSUM products were sold in the form of
14 either powder or paste. The name and trade mark of KAISER
15 GYPSUM was placed on only KAISER GYPSUM Null-A-Fire Type X
16 Wallboard, a product which contained a minute asbestos impurity
17 in one of its components. The name "KAISER GYPSUM" and the
18 trade name "Null-A-Fire Type X" appeared on the edge of each
19 sheet of such wallboard. KAISER GYPSUM Null-A-Fire Wallboard
20 contained the name and trademark of its manufacturer during
21 the entire time in which it was produced (1969 through 1973).

22 Obviously, the purpose of such markings was to provide
23 the user with information regarding the type of product and
24 its manufacturer.

25 ANSWER NO. 18:

26 KAISER CEMENT

27 Harlan C. Dupuis, Katherine Maksim v. Fibreboard, San
28 Francisco Superior Court, No. 768674, April 16, 1985.

1 James R. Latshaw, David Littleton v. ABEX, Alameda Superior
2 Court, No. 588440-3, September 26, 1985

3 KAISER GYPSUM

4 None.

5 ANSWER NO 19:

6 Other than as stated in Answer to Interrogatory No. 4,
7 No, for both KAISER CEMENT and KAISER GYPSUM.

8 ANSWER NO. 20:

9 Objection: overly broad, burdensome and harassing.
10 Without waiving these objections, defendants answer as
11 follows. Both KAISER CEMENT and KAISER GYPSUM have a large
12 number of "brochures, pamphlets, catalogs" and other product
13 listings. Many of these documents do not differentiate
14 between asbestos containing products and non-asbestos
15 containing products and many of the documents are repetitious.
16 For these reasons, rather than attempt to identify each
17 individual document, answering defendants will make all
18 relevant files available for inspection at KAISER CEMENT'S
19 headquarters, 300 Lakeside Drive, Oakland, California.

20 (a) See above.

21 (b) For KAISER CEMENT products; between 1960 and
22 1977; for KAISER GYPSUM products, between 1953 and 1978.

23 (c) See answer to sub-part (b), above.

24 (d) To provide the users with information about
25 the products.

26 (e) Some of these documents still exist.

27 (f) At KAISER CEMENT'S headquarters, 300 Lakeside
28 Drive, Oakland, California.

1 (g) Cliff W. Rogers, Manager, Administrative Services,
2 300 Lakeside Drive, Oakland, California.

3 ANSWER NO. 21:

4 Non-applicable in that neither KAISER CEMENT nor KAISER
5 GYPSUM ever distributed raw asbestos fibers.

6 ANSWER NO. 22:

7 Not to the knowledge of either KAISER CEMENT or KAISER
8 GYPSUM.

9 ANSWER NO. 23:

10 Neither KAISER CEMENT nor KAISER GYPSUM had contract
11 units.

12 ANSWER NO. 24:

13 Non-applicable.

14 ANSWER NO. 25:

15 Both KAISER CEMENT and KAISER GYPSUM had liability
16 insurance during the period of time either of these entities
17 manufactured or sold any asbestos containing product.

18 ANSWER NO. 26:

19 Please refer to Exhibit C, attached hereto.
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VERIFICATION

The undersigned says:

I am an officer, to-wit, Assistant Secretary of defendants, KAISER CEMENT CORPORATION and KAISER GYPSUM COMPANY, INC., herein; the foregoing document is true of my own knowledge, except as to the matters which are therein stated on my information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 23rd day of October, 1985,
at Oakland, California.

Donna M. Anderson

DONNA M. ANDERSON

3 I, the undersigned, declare:

4 That, I am employed in the City of Oakland, County of
5 Alameda, State of California; that I am over the age of 18 years
6 and not a party to the within cause; that my business address
7 is 200 Webster Street, Suite 200, Oakland, California 94607.

8 That on February, 19⁸⁶, I served the
9 within KAISER CEMENT CORPORATIONS AND KAISER GYPSUM
10 COMPANY INC'S RESPONSES TO PLAINTIFF'S
11 STANDARD INTERROGATORIES TO DEFENDANTS.

12 on the parties in said cause by placing a true copy of each
13 document enclosed in a sealed envelope with postage thereon full
14 prepaid, in the United States mail at Oakland, California,
15 addressed as follows:

16 FULL SET TO ALL COUNSEL

17 See Attachment

18
19
20
21
22
23 I declare under penalty of perjury that the foregoing is
24 true and correct.

25 Executed at Oakland, California, this _____ day of
26 February, 1986.

27
28 _____
Tricia Roddick

KINCAID, GIANUNZIO,
CAVOLE & HUBERT
A PROFESSIONAL
CORPORATION
200 WEBSTER STREET
OAKLAND CA 94607-1-89

1415-465-8212

Site and Tying Compounds:

MAISER Joint Compound-Dry Powder

Used to fill gypsum board joints, embed joint reinforcing tape, finish joints and to cover and finish nailheads and metal cornerbead.

White to off-white powder. Packaged and sold in sacks of 25 to 50 lbs.

Primarily finely ground materials including casein, clay, talc, limestone and mica. The asbestos used in this product was chrysotile.

6.0-10.0

1953-75

Santa Ana (Calif.)
Antioch (Calif.)
Seattle (Wash.)
Delanco (New Jersey)
Jacksonville (Fla.)

All western states including Hawaii and Alaska, New England, and all east coast states.

MAISER Finishing (Topping) Compound

Used to top and finish gypsum board joints.

*

*

3.7-11.0

1961-75

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*

MAISER One-Day Joint Compound

Used to fill gypsum board joints, embed joint reinforcing tape, finish joints and to cover and finish nailhead and metal cornerbead.

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3.2-3.40

1968-75

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MAISER 3-Purpose Compound

Used to tape, top and finish gypsum board joints, nailheads and metal cornerbead.

*

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4.0-6.90

1969-75

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*

MAISER Pre-Mix Joint Compound

Used to fill gypsum board joints, embed joint reinforcing tape, finish joints and to cover and finish nailheads and cornerbead.

White to off-white or light buff colored paste. Packaged and sold in buckets ranging from 12 to 62 lbs., and in cartons of 5 to 50 lbs.

*

1.5-60

1960-75

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MAISER Pre-Mix Finishing (Topping) Compound

Used to top and finish gypsum board joints

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0.9-20

1969-75

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*

MAISER Dual Purpose Pre-Mix Joint Compound

Used to fill gypsum board joints, embed joint reinforcing tape, finish joints and to cover and finish nailheads and metal cornerbead.

White to off-white or light buff colored paste. Packaged and sold in buckets ranging from 12 to 62 lbs., and in cartons of 5 to 50 lbs.

Primarily finely ground materials including casein, clay, talc, limestone and mica. The asbestos used in this product was chrysotile.

1.5-60

1960-75

Santa Ana (Calif.)
Antioch (Calif.)
Seattle (Wash.)
Delanco (New Jersey)
Jacksonville (Fla.)

All western states including Hawaii and Alaska, New England, and all east coast states.

LIST OF PRODUCTS CONTAINING ASBESTOS
Manufactured by
MILBURN CEMENT CORPORATION (1)

PRODUCT/TRADE NAME	INTENDED USE OF PRODUCT	DESCRIPTION OF PRODUCT	COMPOSITION	% ASBESTOS (Approx.)	YEARS CONTAINING ASBESTOS (2)	PLANTS WHERE MANUFACTURED (2)	REGION OF DISTRIBUTION (2)
Kaiser Plastic Gun Cement	Used to make stucco for the exterior of houses and other buildings (applied by gun)	Gray colored powder. Packaged and sold in sacks of varying sizes and also in bulk.	Primarily powdered portland cement. The asbestos used in this product was chrysotile.	2-5% (3)	1960-74	Permanente (Calif.) Cudahy (Calif.)	Northern and Southern California
Kaiser Plastic Cement (hand)	Used to make stucco for the exterior of houses and other buildings (applied manually with a trowel).			1-5% (3)	1961-73	Permanente (Calif.) Cudahy (Calif.) (1963-64 only)	
Kaiser Masonry Cement	Used in masonry mortar in building construction.		Primarily portland cement. The asbestos used in this product was chrysotile.	0.4% (3)	1972-77	Cudahy (Calif.)	Arizona (primarily Phoenix)

- (1) Kaiser Cement Corporation was known as Permanente Cement Company from 1939-64 and as Kaiser Cement & Gypsum Corporation from 1964-79.
- (2) The information in the "Years Containing Asbestos" column pertains to the company as a whole -- the individual plants listed in the "Plants Where Manufactured" column did not necessarily manufacture each product during all of the stated years. Similarly, the areas indicated in the "Region of Distribution" column did not necessarily correspond to all of the stated years.
- (3) Contractors typically mixed these products with three to five parts by weight of sand so the % asbestos was less than 1% in the product actually applied.

6/85
mav/ek

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PRODUCT/TYPE NAME	MARKING OR IDENTICAL	DESCRIPTION	COMPOSITION	APPROXIMATE WEIGHT	APPROXIMATE VOLUME	PLANTS WHERE MANUFACTURED (1)	LOCATION OF DISTRIBUTION (1)
<u>Texture Paints:</u>							
Kaiser Cover-Tex Wall Texture	Used to produce texture effects over gypsum wallboard surfaces.	White to off-white powder, packaged and sold in sacks of 25 to 50 lbs.	Primarily casing, lime-stone and mica. The asbestos used in this product was chrysotile.	4-60	1956-75	*	*
Kaiser K-Gray Ceiling Texture	Used to produce texture over gypsum wallboard or interior concrete ceilings.	White powder with polyethylene aggregate, packaged and sold in sacks of 25 to 50 lbs.	*	1-1-6, 68	1969-75	*	*
<u>Ceiling Boards:</u>							
Kaiser Mineral Fibreboard - UL Fire-Rated (Under- writers' Laboratories, Inc. design)	Used for acoustical ceiling tile and lay-in board and partition sound-deadening board.	1/2" or 5/8" thick by 12" or 24" wide by 12", 24" or 48" long sheets, with face side white or colored and with perforated or fluted design for acoustical treatment. Packaged and sold in boxes of various quantities.	Primarily mineral wool and various wood fibers, clays and starch. The asbestos used in this product was chrysotile.	1-68	1965-74	St. Belena (Oregon)	National, but largely in western states
<u>Wallboard:</u>							
Kaiser Gypsum "Wall-A-Face" Type X Wallboard	Used for interior walls and ceilings.	1/2" or 5/8" thick by 4' wide by 8' or 12' long sheets, covered with gray or ashlike colored paper. Two sheets were bound together for purposes of sale, and was totally encapsulated in the vermiculite.	Primarily gypsum, plus additive of glass fiber, super filler and vermiculite. The vermiculite contained two pounds of 18 tremolite (a type of asbestos) which was considered an impurity for purposes of sale, and was totally encapsulated in the vermiculite.	0-02A	1969-70	Butte (Calif.) Long Beach (Calif.) Seattle (Wash.) Rosario (New Mexico) Bellevue (New Jersey) Jacksonville (Fla.)	All western states, Texas and east coast states.

(1) The information in the "Years Containing Asbestos" column pertains to the company as a whole — the individual plants listed in the "Plants Where Manufactured" column did not necessarily manufacture each product during all of the stated years. Similarly, the areas indicated in the "Region of Distribution" column did not necessarily correspond to all of the stated years. For example, the Jacksonville and Belasco plants were not built until 1964 and 1965, respectively; thus, distribution of products on the east coast did not commence until some time after the plants were completed.

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CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST

MAY CAUSE SERIOUS BODILY HARM

Above label is in compliance with Federal Regulations relating to Occupational, Safe and Health Standards, 29 CFR 1910.93a.

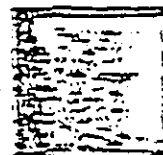


EXHIBIT 'B'

EXHIBIT C
KAISER CEMENT CORPORATION and KAISER GYPSUM CO., INC. 1/26/84
LIABILITY INSURANCE SCHEDULE

Program	Period	Name & Address of Insurer	Policy Number	Policy Limits
1.	December 31, 1950 - December 31, 1953	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XAC135009 Kaiser Gypsum Company, Inc. XAC135512 Permanent Cement Company	
2.	December 31, 1953 - December 31, 1954	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XAC157897 Kaiser Gypsum Company, Inc. XAC157845 Permanent Cement Company	
3.	December 31, 1954 - December 31, 1955	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XAC168046 (covered both Permanent Cement and Kaiser Gypsum)	\$ 200,000 each person BI \$1,000,000 each occurrence BI Read Stenhouse has no record of Property Damage Liability for the period December 31, 1950 to December 31, 1959
4.	December 31, 1955 - December 31, 1956	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PCB240524	
5.	December 31, 1956 - December 31, 1957	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PCB241682	
6.	December 31, 1957 - December 31, 1958	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PCB242844	
7.	December 31, 1958 - December 31, 1959	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC1225015	
8.	December 31, 1959 - December 31, 1964	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	PC1237880	\$100,000 each person Bodily Injury \$100,000 each occurrence Bodily Injury \$100,000 annual aggregate
9a.	September 15, 1959 - September 15, 1960	Lloyd's & English Companies c/o C.V. Starr & Co. Three Embarcadero Center San Francisco, CA 94111	L165520 L165521	\$ 50,000 Third Party Property Damage \$100,000 excess of \$50,000
9b.	September 15, 1960 - September 15, 1961	Lloyd's & English Companies through Landis, Pelletier & Farrish c/o Howe & Co. 333 Market Street San Francisco, CA 94105	L167476 L167477	\$ 50,000 Third Party Property Damage \$100,000 excess of \$50,000
9c.	September 15, 1961 - September 15, 1963	Lloyd's & English Companies through Landis, Pelletier & Farrish c/o Howe & Co. 333 Market Street San Francisco, CA 94105	L169260 L169261	\$ 50,000 Third Party Property Damage \$100,000 excess of \$50,000

Program	Period	Name & Address of Insurer	Policy Number	Policy Limits
01.	September 15, 1963 - October, 1964	Red Steinhilber has no record of coverage		
9.	October 1964 - January 29, 1971	Truck Insurance Exchange 4600 Wilshire Blvd. Los Angeles, CA 90051	35040005 (covered both Kaiser Cement and Kaiser Gypsum)	\$100,000 per person \$100,000 per occurrence (Primary Policy)
10.	December 31, 1964 - January 1, 1968	Lloyd's & English Companies c/o J.H. Hinet & Co. 100 Lemon Street London E 18 1JG	LUS 1031/A LUS 1032/A	\$1,000,000 excess of Primary (Program 9) \$4,000,000 excess of \$1 Million
10a.	April 22, 1965 - January 1, 1968	Lloyd's & English Companies c/o J.H. Hinet & Co. 100 Lemon Street London E 18 1JG	LUS 1033/A	\$5,000,000 excess of \$5,000,000 (Program 9)
11.	January 1, 1968 - January 30, 1971	Lloyd's Underwriters J.H. & Hinet & Company 100 Lemon Street London E. 18 1JG, England	LUS 1066A LUS 1067A LUS 1068A	\$1,000,000 excess of Primary (Program 9) \$9,000,000 excess of \$1,000,000 \$10,000,000 excess of \$9,000,000
12.	January 30, 1971 - April 1, 1980	Truck Insurance Exchange 4600 Wilshire Blvd. Los Angeles, CA 90051	350-40-00	\$500,000 Per Occurrence Combined Single 1 for Facility Injury and Property Damage (Primary Policy)
13.	January 30, 1971 - January 1, 1974	Insurance Co. of State of Pennsylvania c/o C. V. Starr Three Embarcadero Center San Francisco, CA 94111	411-4919 411-4969 Unknown 411-4970	\$5,000,000 excess of Primary (Program 12) \$15,000,000 excess of \$5,000,000 \$7,000,000 part of \$10,000,000* \$3,000,000 part of \$10,000,000* \$10,000,000 in excess of \$20,000,000
14.	January 1, 1974 - January 1, 1977	Insurance Co. of State of Pennsylvania c/o C.V. Starr & Company Three Embarcadero Center San Francisco, CA 94111	4174-5841 4174-5842 4174-5843 4174-5844	\$5,000,000 excess of Primary (Program 12) \$15,000,000 excess of \$5,000,000 \$10,000,000 excess of \$20,000,000 \$20,000,000 excess of \$50,000,000
15.	January 1, 1977 - October 1, 1977	Insurance Co. of State of Pennsylvania C.V. Starr & Company Three Embarcadero Center San Francisco, CA 94111	41777436 41777437 41777438	\$10,000,000 excess of Primary (Program 12) \$15,000,000 excess of \$10,000,000 \$25,000,000 excess of \$25,000,000
16.	October 1, 1977 - October 1, 1978	First State Insurance Co. 60 Battery March Street Boston, Mass 02110	907005	\$5,000,000 excess of Primary (Program 12)
	October 1, 1977 - October 1, 1978	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill. 60062	63-003-630	\$17,000,000 excess of \$5,000,000
	October 1, 1977 - October 1, 1978	Lexington Insurance 100 Summer Street Boston, Mass 02110	CC5502895	\$12,000,000 part of \$25,000,000*

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>	<u>Policy Number</u>	<u>Policy Limits</u>
	October 1, 1977 - October 1, 1978	Columbia Casualty 55 E. Jackson Blvd. Chicago, Ill 60604	RHX3652645	(covered both \$ 5,000,000 part of \$75,000,000* Kaiser Cement and Kaiser Gypsum)
	October 1, 1977 - October 1, 1978	Employers Reinsurance P.O. Box 2991 Overland Park, KA 66201	PIE21526	\$ 5,000,000 part of \$75,000,000*
	October 1, 1977 - October 1, 1978	Highlands Insurance 600 Jefferson Street Houston, TX 77002	30068	\$ 3,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$22,000,000
17.	October 1, 1978 - April 1, 1979	New England Reinsurance Co. 60 Batterywharf Street Boston, Mass 02110	684196	\$ 5,000,000 excess of Primary (Program 12)
	October 1, 1978 - April 1, 1979	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill 60062	63005038	\$20,000,000 excess of \$5,000,000
	October 1, 1978 - April 1, 1979	Lexington Insurance Co. 100 Summer Street Boston, Mass 02110	5513539	\$15,000,000 part of \$25,000,000*
	October 1, 1978 - April 1, 1979	CNA 55 E. Jackson Blvd. Chicago, Ill 60604	RHX4169393	\$ 5,000,000 part of \$25,000,000*
	October 1, 1978 - April 1, 1979	Highlands Insurance Co. 600 Jefferson Street Houston, TX 77002	SRJ0145	\$ 5,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$25,000,000
18.	April 1, 1979 - April 1, 1980	New England Reinsurance Co. 60 Batterywharf Street Boston, Mass 02110	684465	\$5,000,000 excess of Primary (Program 12)
	April 1, 1979 - April 1, 1980	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill 60062	63005038	\$20,000,000 excess of \$5,000,000
	April 1, 1979 - April 1, 1980	Lexington Insurance Co. 100 Summer Street Boston, Mass 02110	5513539	\$15,000,000 part of \$25,000,000*
	April 1, 1979 - April 1, 1980	Columbia Casualty 55 E. Jackson Blvd. Chicago, Ill 60604	RHX4169393	\$ 5,000,000 part of \$25,000,000*
	April 1, 1979 - April 1, 1980	American Reinsurance One Liberty Plaza New York, NY 10006	EUR4007916	\$ 5,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$25,000,000

Program	Period	Name & Address of Insurer	Policy Number	Policy Limits
1th.	December 7, 1979 - April 1, 1980	Alliant Underwriters P.O. Box 36910 Los Angeles, CA 90036	AUS003139 (covered both Kaiser Cement and Kaiser Gypsum)	\$15,000,000 part of \$25,000,000*
	December 7, 1979 - April 1, 1980	Pine Top Insurance Greyhound Tower Phoenix, AR 95077	MP101604 "	\$ 10,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$50,000,000 (Program 18)
	December 7, 1979 - April 1, 1980	Fireman's Fund Insurance Co. P.O. Box 3395 San Francisco, CA 94119	XLX1269069 "	\$25,000,000 excess of \$75,000,000
19	April 1, 1981 - April 1, 1983	Truck Insurance Exchange 4680 Wilshire Blvd. Los Angeles, CA 90051	350-40-00 "	\$ 500,000 Combined Single Limit \$1,500,000 Annual Aggregate (Primary Policy)
20.	April 1, 1980 - April 1, 1981	Trans Continental CNA Plaza Chicago, Ill 60685	TRX006496626 "	\$10,000,000 excess of Primary (Program 19)
	April 1, 1980 - April 1, 1981	Northbrook Insurance Co. Allstate Plaza Northbrook, Ill 60062	63006576 "	\$15,000,000 excess of \$10,000,000
	April 1, 1980 - April 1, 1981	Lexington Insurance Co. 100 Summer Street Boston, Mass 02110	5514410 "	\$20,000,000 part of \$25,000,000*
	April 1, 1980 - April 1, 1981	American Excess One Liberty Plaza New York, NY 10006	ELU5073331 "	\$ 5,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$50,000,000
	April 1, 1980 - April 1, 1981	Alliant P.O. Box 36910 Los Angeles, CA 90036	AUS003139 "	\$15,000,000 part of \$25,000,000*
	April 1, 1980 - April 1, 1981	Pine Top Greyhound Tower Phoenix, AR 85077	MP101604 "	\$ 10,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$50,000,000
	April 1, 1980 - April 1, 1981	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XLX1269069 "	\$25,000,000 excess of \$75,000,000
	April 1, 1980 - April 1, 1981 (Includes May 13, 1980 Incident)	Lloyds Underwriters C.T. Downing & Co., Ltd. The Leaning Bldg. Tower Plaza London, EC3P 3JL England	LUS 1294 "	\$50,000,000 excess of \$100,000,000

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>	<u>Policy Number</u>	<u>Policy Limits</u>
21.	April 1, 1981 - April 1, 1983	Lloyds Underwriters C.T. Dearing & Co., Ltd. The Dearing Bldg. Tower Plaza London, EC3P 3HE England	US 1324 (covered both Kaiser Cement and Kaiser Gypsum)	\$ 5,000,000 excess of Primary (Program 19)
	April 1, 1981 - April 1, 1983	Lloyds Underwriters C.T. Dearing & Co., Ltd. The Dearing Bldg. Tower Plaza London, EC3P 3HE England	US 1325 "	\$20,000,000 excess of \$5,000,000
21a.	April 1, 1981 - April 1, 1982	Lloyds Underwriters C.T. Dearing & Co., Ltd. The Dearing Bldg. Tower Plaza London, EC3P 3HE England	US 1326 "	\$25,000,000 excess of \$25,000,000 (Program 19)
	April 1, 1981 - April 1, 1982	Landmark Insurance 3550 Wilshire Blvd. Los Angeles, CA 90010	FE4001206 "	\$25,000,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Industrial Indemnity P.O. Box 3660 San Francisco, CA 94120	JEB312723 "	\$ 25,000,000 part of \$50,000,000* *\$50,000,000 in excess of \$50,000,000
	April 1, 1981 - April 1, 1982	Fireman's Fund P.O. Box 3395 San Francisco, CA 94119	XJXJ372713 "	\$30,000,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Mutual Fire Marine & Inland 1200 Three Parkway Philadelphia, PA 19102	EL104518 "	\$ 7,500,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Pine Top Insurance Greyhound Tower Phoenix, AR 85077	MP102700 "	\$ 6,250,000 part of \$50,000,000*
	April 1, 1981 - April 1, 1982	Old Republic P.O. Box 789 Greenbury, PA 15601	OZK12430 "	\$ 6,250,000 part of \$50,000,000* *\$50,000,000 in excess of \$100,000,000
21b.	April 1, 1982 - April 1, 1983	Lloyds Underwriters C.T. Dearing & Co., Ltd. The Dearing Bldg. Tower Plaza London, EC3P 3HE England	US 1355 "	\$25,000,000 excess of \$25,000,000 (Program 19)
	April 1, 1982 - April 1, 1983	Highlands Insurance Co. Gullien Center Bank Bldg. Houston, TX 77012	SPB30269 "	\$10,000,000 part of \$50,000,000*
	April 1, 1982 - April 1, 1983	Industrial Indemnity Co. P.O. Box 3660 San Francisco, CA 94120	JEB312723 "	\$25,000,000 part of \$50,000,000*

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>	<u>Policy Number</u>	<u>Policy Limits</u>
	April 1, 1982 - April 1, 1983	Landmark Insurance Co. 3550 Wilshire Blvd. Los Angeles, CA 90010	FW4001234 (covered both Kaiser Cement and Kaiser Gypsum)	\$15,000,000 part of \$50,000,000* * \$50,000,000 in excess of \$50,000,000
	April 1, 1982 - April 1, 1983	Pierman's Fund Insurance P.O. Box 3395 San Francisco, CA 94119	MXU372713 "	\$30,000,000 part of \$50,000,000*
	April 1, 1982 - April 1, 1983	Mutual Fire, Marine & Inland Insurance Company 1200 Teeline Parkway Philadelphia, PA 19102	EL404678 "	\$7,500,000 part of \$50,000,000*
	April 1, 1982 - April 1, 1983	Harbor Insurance Co. P.O. Box 54201 Los Angeles, CA 90054	111163638 "	\$6,250,000 part of \$50,000,000*
	April 1, 1982 - April 1, 1983	Twin City Fire Insurance Co. Wartford Plaza Wartford, Conn 06115	7705100347 "	\$6,250,000 part of \$50,000,000* * \$50,000,000 in excess of \$100,000,000
22.	April 1, 1983 - April 1, 1986	The Home Indemnity Company First State Ins. Co. Boston, Mass.	CA987013 (covers both Kaiser Cement and Kaiser Gypsum) 941233 "	\$1,000,000 per occurrence combined single limit for bodily injury and property damage \$1,000,000 Annual Aggregate \$10,000,000 excess of Primary (Program 22)
23.	April 1, 1983 - April 1, 1984	Associated Intl. Co. First State Ins. Co.	XS103073 " 933596 "	\$10,000,000 part of \$15,000,000* \$5,000,000 part of \$15,000,000* * \$15,000,000 in excess of \$10,000,000
	April 1, 1983 - April 1, 1984	Transit Casualty Ins. Co. Eclogick Limited	BCU 956483 " "	\$15,000,000 part of \$25,000,000* \$10,000,000 part of \$25,000,000* * \$25,000,000 in excess of \$25,000,000
	April 1, 1983 - April 1, 1984	Highland Ins. Co. Meyers of London & British Companies	SR030315 " "	\$10,000,000 part of \$50,000,000* \$12,000,000 part of \$50,000,000*
	April 1, 1983 - April 1, 1984	International Ins. Co.* London Guarantee & Accident	522-032590-B " LX2107763 "	\$12,000,000 part of \$50,000,000* \$1,000,000 part of \$50,000,000*
	April 1, 1983 - April 1, 1984	Integrity Insurance Company Continental Insurance	XL 500280 " SIX2101407 "	\$5,000,000 part of \$50,000,000* \$5,000,000 part of \$50,000,000*

<u>Program</u>	<u>Period</u>	<u>Name & Address of Insurer</u>	<u>Policy Number</u>	<u>Policy Limits</u>
	April 1, 1983 - April 1, 1984	First State Insurance Co.	933597 (covers both Kaiser Cement and Kaiser Gypsum)	\$ 5,000,000 part of \$50,000,000*
	April 1, 1983 - April 1, 1984	Fireman's Fund Insurance	XLXI402790 "	*\$50,000,000 in excess of \$50,000,000
	April 1, 1983 - April 1, 1984	Great Southwest Fire Insurance Company	XL13756 "	\$29,000,000 part of \$50,000,000*
	April 1, 1983 - April 1, 1984	National Casualty Ins. Co.	XL000036 "	\$ 2,000,000 part of \$50,000,000*
	April 1, 1983 - April 1, 1984	International Insurance Co.	522-032-591-7 "	\$13,000,000 part of \$50,000,000*
	April 1, 1983 - April 1, 1984	First State Insurance Co.	933598 "	\$ 4,000,000 part of \$50,000,000*
				*\$50,000,000 in excess of \$100,000,000