

FILE NAME: Paccar (PAC)

DATE: 2025 Jan 3

DOC#: PAC018

DOCUMENT DESCRIPTION: Legal - Paccar's Supplemental Responses to Plaintiffs' Interrogatories; Morris v. Bel Air Auto [Ex. 0]

EXHIBIT O



IN THE CIRCUIT COURT FOR BALTIMORE CITY

IN RE: BALTIMORE CITY
ASBESTOS LITIGATION

* * * * *

ROSALIND MORRIS, Individually,
and as Personal Representative of the
Estate of John Alan Morris, *et al.*,

Plaintiffs,

vs.

BEL AIR AUTO PARTS, INC., *et al.*,

Defendants.

* * * * *

**DEFENDANT PACCAR, INC'S FIRST SUPPLEMENTAL OBJECTIONS AND
RESPONSES TO PLAINTIFF ROSALIND MORRIS' FIRST SET OF
INTERROGATORIES**

TO: Plaintiff ROSALIND MORRIS

AND NOW, Comes Defendant PACCAR, Inc ("Defendant" or "PACCAR") by and through its counsel of record, DeHay & Elliston, LLP, and responses to Plaintiff Rosalind Morris' First Set of Interrogatories as follows:

PRELIMINARY STATEMENT

These discovery responses are provided only for those products identified by Plaintiff and/or to which Plaintiff alleges exposure. These discovery responses are based on an ongoing review of PACCAR's documents and information obtained from ongoing discussions with various PACCAR personnel. Much of the information requested dates back many years and is difficult or impossible to reconstruct or retrieve. These discovery responses are made pursuant to a reasonable and diligent investigation and search for the information requested. PACCAR reserves the right to amend these discovery responses if new or additional information becomes available to it.

PACCAR prepared these discovery responses with the assistance of counsel. No single employee, officer, or agent of PACCAR has first-hand knowledge regarding each and every response. The person signing these responses does so to satisfy whatever requirement may exist under the applicable rules regarding verification. That person is informed and believes that the information known as of the date of his signature supports the discovery responses below.

DEFINITIONS/INSTRUCTIONS

Plaintiff's definitions and instructions are not repeated herein for the sake of brevity. PACCAR objects to Plaintiff's definitions and instructions to the extent they are overbroad, unduly burdensome, and not reasonable calculated to lead to the discovery of admissible evidence. PACCAR further objects to Plaintiff's definitions and instructions to the extent they include meanings and characterizations inconsistent with PACCAR's interpretation of the defined terms and/or phrases.

GENERAL OBJECTIONS

PACCAR asserts the following objections and incorporates each by reference into each and every Answer to Plaintiff's Interrogatories set forth herein:

- (a) PACCAR objects to Plaintiff's Interrogatories to the extent that they seek corporate "knowledge," as it is extremely difficult for PACCAR to set forth the collective knowledge of all of its past or present employees. PACCAR reserves the right to revise, correct, supplement and/or amend its discovery responses to provide information discovered subsequent to the responses contained herein.
- (b) PACCAR asserts the right to object on the grounds of competency, privilege, relevancy, materiality, or any other proper ground, to the use of any said discovery response for any purpose, in whole or in part, in any subsequent step or proceeding in this litigation.
- (c) PACCAR asserts the right to object on any other ground to other interrogatories or other discovery procedures involving or relating to the subject matter of the Interrogatories answered herein.
- (d) PACCAR asserts the right to revise, correct, supplement, or clarify any of its discovery responses set forth herein at any time, and PACCAR reserves the right to object to the use of these discovery responses at trial or any other proceeding as deemed necessary and appropriate by PACCAR.
- (e) PACCAR objects to the extent Plaintiff seeks documents no longer in PACCAR's possession. PACCAR's document retention policy is 7 years, save for documents that fall under specific categories. As such, PACCAR may no longer possess documents responsive to certain Interrogatories.
- (f) PACCAR objects to Plaintiff's Interrogatories to the extent that they involve matters outside of the geographical area at issue in this litigation and limits its discovery responses to said area.
- (g) Furthermore, these Interrogatories ask PACCAR to disclose information—most of which may no longer exist or may not be readily available—that is unrelated to the products at issue in this case. Such information is also unrelated to the locations at which Decedent may have used any PACCAR product, the conditions under which Decedent may have

used any PACCAR product, the time period during which Decedent may have used any PACCAR product, or the time period during which Decedent alleges exposure to any PACCAR product. Thus, Plaintiff's Interrogatories seek information, which is neither material nor relevant to the issues in this litigation, are overbroad in time, scope and location, and are otherwise not reasonably calculated to lead to the discovery of admissible evidence.

- (h) Plaintiff's Interrogatories are oppressive, burdensome, and would require PACCAR to undertake a massive and extraordinary document search, the results of which would have little to no demonstrable bearing on this litigation in light of the alleged exposure. Moreover, many of these Interrogatories are not susceptible to a response because they request information, which dates back many years and is now virtually impossible for PACCAR to reconstruct or retrieve in its entirety.
- (i) PACCAR objects to Plaintiff's Interrogatories because they were propounded to harass and coerce a settlement despite the lack, or complete absence, of verifiable product identification, and the lack of evidence of injury as a result of alleged exposure to, or use of, any product which PACCAR may or may not have assembled.
- (j) PACCAR objects to these Interrogatories because they are propounded for an additional improper purpose, namely as a "fishing expedition" for the purposes of obtaining information that may be taken out of context by Plaintiff's counsel to create allegations against PACCAR where none may legitimately exist.
- (k) PACCAR objects to Plaintiff's Interrogatories as overbroad in that they seek information from entities other than itself or its predecessors. PACCAR, over the course of its long history, has owned several businesses, which are not involved in the instant litigation. Therefore, all references in Plaintiff's Interrogatories to "DEFENDANT," "YOU," or "YOUR" and the like are assumed to refer only to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company.
- (l) PACCAR objects to each and every Interrogatory that seeks production of any information constituting a trade secret, confidential financial data or other confidential research, development, or commercial information.
- (m) PACCAR objects to Plaintiff's Interrogatories as argumentative because they assume that a health hazard is created by the PACCAR products that may have incorporated asbestos-containing component parts, which PACCAR denies.
- (n) PACCAR objects to Plaintiff's Interrogatories on the basis that they are vague and ambiguous. Interrogatories relating to certain diseases fail to provide facts relating to the amount of exposure, duration of exposure, fiber type in exposure, and latency period.
- (o) PACCAR objects to Plaintiff's Interrogatories in that they tend to group together all of Defendants in this litigation, and are therefore overbroad, unduly burdensome, harassing and not calculated to lead to the discovery of relevant and material evidence.
- (p) PACCAR objects to each and every Interrogatory that calls for either pure speculation or

legal conclusions on the part of PACCAR.

- (q) PACCAR objects to each and every Interrogatory that calls for a medical conclusion beyond the scope of PACCAR's knowledge and/or capability.
- (r) PACCAR objects to each and every Interrogatory that purports to impose any obligations on it that are not set forth in the Maryland Rules of Civil Procedure. PACCAR objects that Plaintiff has propounded more than 30 interrogatories, in violation of Maryland Rule of Civil Procedure 2-421(a). These responses are made without waiving its objection based on Rule 2-421(a).
- (s) PACCAR objects to each and every Interrogatory that seeks information protected by the attorney-client privilege or attorney work product doctrine.
- (t) PACCAR objects to each and every Interrogatory that seeks disclosure of information generated by persons other than PACCAR that has come into the possession of PACCAR's counsel during the course of discovery and trial preparation in asbestos-related litigation.
- (u) PACCAR objects to each and every Interrogatory that seeks information for any time period unrelated to Plaintiff's alleged exposure.
- (v) PACCAR objects to each and every Interrogatory that seeks information that is not under PACCAR's custody or control, or which is within the public domain or otherwise equally available to Plaintiff or their counsel.

Subject to and without waiving any of the foregoing objections, PACCAR states as follows:

FIRST SUPPLEMENTAL RESPONSES TO INTERROGATORIES

INTERROGATORY NO. RM-1: Identify each person, other than a person intended to be called as an expert witness at trial, having discoverable information that tends to support a position that you have taken or intend to take in this action, including any claim for damages, and state the subject matter of the information possessed by that person. (Standard General Interrogatory No. 1.)

RESPONSE TO INTERROGATORY NO. RM-1: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague, ambiguous, compound, and unduly burdensome and oppressive. PACCAR also objects to the extent this Interrogatory seeks information and/or documents protected from disclosure by attorney-client privilege, the work-product doctrine, or any other applicable protection. PACCAR objects to this Interrogatory as premature. PACCAR objects to the extent that this

Interrogatory requests information that is already in Plaintiff's counsel's possession and/or equally available to Plaintiff and her counsel.

Subject to and without waiving the foregoing objections, PACCAR incorporates its Witness Disclosures in this matter and PACCAR states that it will designate any additional witnesses in accordance with the applicable rules and/or case management order. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections, PACCAR prepared its Answers to Plaintiffs' Interrogatories with the assistance of counsel. No single employee, officer, or agent of PACCAR has firsthand knowledge regarding each and every response. The following responses were prepared based upon the review of various documents and discussions with various individuals over the course of many years. Because many of the subjects of inquiry occurred, in some instances, more than several decades ago, due to the passage of time it is extremely difficult to pinpoint with any degree of accuracy when certain information was obtained or the identities of the individuals who may have located the information. Rod Curbo, PACCAR's corporate representative, has verified these answers and has supplied responsive information. Mr. Curbo's knowledge is based on his experience with the company and his conversations over the years with various Peterbilt and Kenworth personnel. PACCAR has made a reasonable inquiry of the available sources of information in its responses to these Interrogatories. Answering further, PACCAR reserves the right to call any witnesses deposed in this matter. Discovery is ongoing, and PACCAR reserves the right to

supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-4: If any person carrying on an insurance business might be liable to satisfy part or all of a judgment that might be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment, identify that person, state the applicable policy limits of any insurance agreement under which the person might be liable, and describe any question or challenge raised by the person relating to coverage for this action. (Standard General Interrogatory No. 5.)

RESPONSE TO INTERROGATORY NO. RM-4: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence. Further, PACCAR objects that determining whether any such policies would cover the claims asserted herein calls for a legal conclusion. PACCAR further objects to this Interrogatory as duplicative of the Master Interrogatories issued to PACCAR and therefore, harassing. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. Additionally, over the years, PACCAR has carried various types of insurance. Determining whether any such policies would cover the claims asserted herein calls for a legal conclusion, as well as factual details regarding dates of exposure, which have not been provided.

Accordingly, PACCAR objects to this Interrogatory. PACCAR objects that this Interrogatory calls for speculation.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections, PACCAR will supplement with the applicable insurance information. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-5: State whether, at any time, you or any person on your behalf conducted any test, study, or other analysis concerning possible safety or health hazards of **The Product** and, if so, describe the nature and results of each test, study, or analysis, state when it was performed, identify each person who performed it, and identify each document that refers to it. (Standard Product Liability Interrogatory No. 5.)

RESPONSE TO INTERROGATORY NO. RM-5: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck.

See 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof and an attempt to obtain information that may be taken out of context by Plaintiff's counsel to create allegations against PACCAR where none may legitimately exist. PACCAR also objects to this Interrogatory as not

relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. This Interrogatory is inappropriately directed to PACCAR and should, instead, be addressed to the component part manufacturers, who are in a better position to respond regarding their asbestos-containing products. PACCAR further objects that this Interrogatory is confusing as drafted given that it does not refer to any particular product. PACCAR further objects that this Interrogatory lacks sufficient specificity regarding the type of asbestos, level, duration, and manner of alleged exposure. PACCAR also objects to this Interrogatory as argumentative because it inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies, which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Interrogatory. In addition, PACCAR notes that, to the best of its knowledge, Plaintiff has not alleged that Decedent was employed by PACCAR, worked

at a PACCAR facility, or was otherwise involved in the assembly of its trucks. To the extent this Interrogatory seeks information about PACCAR facilities and employment practices that are not at issue, it has no legitimate purpose other than to harass PACCAR and confuse the issues. PACCAR also objects to the extent that this Interrogatory implies that PACCAR had a duty to conduct or contribute to the conducting of any sampling, analyses, studies or testing of any product, which allegedly contained asbestos and was manufactured by another company. PACCAR also objects to this Request as oppressive and burdensome as it would require PACCAR to undertake a massive and extraordinary document search, the results of which would have little to no demonstrable bearing on this litigation in light of the alleged exposure. PACCAR also objects to the extent this Interrogatory seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects that this Interrogatory is duplicative of the Master Interrogatories issued to PACCAR and is therefore, harassing.

Subject to and without waiving the foregoing objections, David Bissonette, CIH, was hired in 1974, and in 1976, Mr. Bissonette enumerated a three-step testing process in a 1976 presentation: (1) identify a possible hazard; (2) evaluate the possible hazard; and, (3) if the evaluation shows that there is a hazard, put controls in place. The results from that testing revealed that there were no health hazards to mechanics performing brake work. Responding further and to the extent responsive documents exist, PACCAR directs Plaintiff to the documents previously produced bates labeled PACCAR000001 – PACCAR002248, which contain documents that are responsive to the particular facts of this case, including the relevant time frame and that are related to the relevant product in issue. These documents contain testing related to asbestos and only with regard to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt

Motors Company. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to the documents previously produced bates labeled PACCAR000001 – PACCAR000251, which contain documents that are responsive to the particular facts of this case, including the relevant time frame and that are related to the relevant product in issue. These documents contain testing related to asbestos and only with regard to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-6: State the date, place, and circumstances under which you first became aware that exposure to or use of **The Product** may be harmful or hazardous, identify each source of information leading to your awareness, and identify the harm or hazards of which you became aware. (Standard Product Liability Interrogatory No. 9.)

RESPONSE TO INTERROGATORY NO. RM-6: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or

maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in

this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof and an attempt to obtain information that may be taken out of context by Plaintiff's counsel to create allegations against PACCAR where none may legitimately exist. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR further objects that this Interrogatory is confusing as drafted given that it does not refer to any particular product. PACCAR further objects to Plaintiff's definitions to the extent they include meanings and characterizations inconsistent with PACCAR's interpretation of the defined terms and/or phrases. PACCAR also objects to this Interrogatory as argumentative because it inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies, which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Interrogatory. PACCAR also objects that this Interrogatory is duplicative of the Master Interrogatories issued to PACCAR and is therefore, harassing.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to its Objections and Answer to Interrogatory No. 5, incorporated herein. Discovery is ongoing, and

PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections, David Bissonette, CIH, was hired in 1974, and in 1976, Mr. Bissonette enumerated a three-step testing process in a 1976 presentation: (1) identify a possible hazard; (2) evaluate the possible hazard; and, (3) if the evaluation shows that there is a hazard, put controls in place. The results from that testing revealed that there were no health hazards to mechanics performing brake work. Responding further and to the extent responsive documents exist, PACCAR directs Plaintiff to the documents previously produced bates labeled PACCAR000001 – PACCAR000251, which contain documents that are responsive to the particular facts of this case, including the relevant time frame and that are related to the relevant product in issue. These documents contain testing related to asbestos and only with regard to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-7: Identify each person (other than your attorney or an expert retained in anticipation of litigation or preparation for trial who is not expected to be called as a witness at trial) who has made any written or oral report, memorandum, or statement to you or anyone acting on your behalf regarding the cause of the occurrence, and identify each document that constitutes or refers to each such report, memorandum, or statement. (Standard Product Liability Interrogatory No. 10.)

RESPONSE TO INTERROGATORY NO. RM-7: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects to the extent this Interrogatory seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR objects that this

Interrogatory is vague, ambiguous, compound, argumentative, harassing, overly broad in time and scope, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof and an attempt to obtain information that may be taken out of context by Plaintiff's counsel to create allegations against PACCAR where none may legitimately exist. PACCAR further objects to the undefined phrase "cause of the occurrence" as overbroad, vague, ambiguous, and confusing.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to the documents produced by the parties in this litigation and PACCAR's expert reports produced and incorporated herein. Answering further, PACCAR states that it will designate its exhibits in accordance with the applicable rules and/or case management order. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, excluding PACCAR's attorneys and expert witnesses, PACCAR is only aware of the fact witness testimony in this matter. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

REPLACEMENT PARTS

INTERROGATORY NO. RM-9: Identify any **asbestos-containing products** that **you** distributed or sold as replacement parts for **your** vehicles during the period between 1965 and 1990 inclusive and for each type of product (e.g. brake shoes, brake linings, clutch plates et. seq.) identify the manufacturer(s) of the asbestos product and of the asbestos containing component of the product, if different than the manufacturer of the finished product **you** distributed or sold and identify the years in which **you** sold or distributed each product.

RESPONSE TO INTERROGATORY NO. RM-9: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he

could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR further objects to Plaintiff's definitions to the extent they include meanings and characterizations inconsistent with PACCAR's interpretation of the defined terms and/or phrases. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their

histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. These vehicles included, among other components, axles, transmissions, and engines that were manufactured by various component suppliers. PACCAR is informed and believes that some of these pre-assembled component parts did, at various points in time, incorporate brakes, clutches, and gaskets that contained some form of encapsulated chrysotile.

These products were at all times manufactured by, and obtained from, various component part suppliers that are unrelated to PACCAR. PACCAR did not specify the use of asbestos in these brakes, clutches, and engine gaskets and did not know the exact formulation or exact chemical composition of the components manufactured by unrelated entities. When/if those products contained asbestos at some point in time, it was because the component manufacturers independently determined that asbestos was a necessary part of the formulation to achieve federally-mandated performance specifications. Those other entities would be considered the manufacturers and distributors of asbestos-containing automotive friction products. As such, this Interrogatory should be directed to those entities.

PACCAR is informed and believes that, for those S-cam brakes used in typical applications on Kenworth and Peterbilt trucks that historically contained asbestos, the brake lining manufacturers completed their transition to non-asbestos in 1987. PACCAR is informed and believes that for certain severe duty applications and/or wedge brakes used on Kenworth and Peterbilt heavy duty trucks that historically contained asbestos, the brake lining manufacturers completed their transition in 1990. Wedge brakes were typically used on a small subsection of heavy duty trucks either specifying light weight components or used in off highway applications. With respect to clutches that historically contained asbestos, PACCAR is informed and believes that PACCAR's primary clutch supplier completed its transition to non-asbestos in 1982. Discovery responses produced in asbestos litigation also confirm that at least one of PACCAR's primary engine suppliers transitioned away from using asbestos gaskets in the 1980s.

PACCAR's heavy duty trucks are custom-built. These are extremely complicated machines that vary in form and function based on customer specification and commercial or vocational purpose. The possible variations of these custom-built trucks number in the tens of thousands (at least). Accordingly, the types of component parts that could safely perform on a given vehicle vary from truck to truck. The component manufacturers' transition to nonasbestos materials was a process that began in the late 1970s to early 1980s timeframe and took several years to complete. Early versions of non-asbestos brakes and clutches could safely be used on certain trucks for certain applications. Thus, certain Kenworth and Peterbilt trucks contained non-asbestos components prior to the date when manufacturers completely stopped using asbestos in their products.

Kenworth and Peterbilt provided service literature authored by their component suppliers to dealers and customers. Specifically, Kenworth and Peterbilt provided their dealers with master

shop manuals that were comprised of a series of three-ring binders, which included component supplier service manuals. Kenworth and Peterbilt also made these master shop manuals available to end-users for purchase. Customers could also purchase custom maintenance manuals that include only specific information for their specific truck. Additionally, Kenworth and Peterbilt provided individual component supplier manuals inside the glove compartments or sleeper compartments of their trucks. These manuals would correspond to the particular components specified by the end-user for a given truck. Upon information and belief, some of these component service manuals would have contained asbestos warnings starting in the 1970s. For example, PACCAR has located a 1978 Rockwell brake maintenance manual containing such a warning. Additionally, PACCAR may make additional documents available upon request (if responsive documents exist) at a mutually agreeable time and place should the parties meet and confer to narrow this Request to the relevant facts in this matter and Plaintiff identifies the relevant model and/or year for the equipment in issue.

Answering further, PACCAR's primary suppliers of axles and brake assemblies during the relevant time period were Eaton and Rockwell. Upon information and belief, Eaton and Rockwell brake assemblies typically contained linings manufactured by Abex and Carlisle. PACCAR's primary suppliers of engines during the relevant time period were Cummins, Caterpillar, and Detroit Diesel. PACCAR's primary supplier of clutches during the relevant time period was Spicer. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR's Kenworth and Peterbilt divisions did not manufacture asbestos-containing products like

brakes, clutches, gaskets, or any other type of asbestos-containing component part used on a tractor-trailer and/or a trailer during the relevant time period. PACCAR did not distribute replacement engine gaskets. PACCAR sold various replacement parts to Peterbilt and Kenworth dealerships. PACCAR has no information as to whether or not any independently owned and operated Peterbilt or Kenworth dealership sold any replacement parts for any of the vehicles, heavy trucks, trailers or tractors at issue in this case.

Furthermore, as PACCAR understands this Interrogatory and upon further information and belief, Abex may have applied labels with the names “Kenworth” and/or “Peterbilt” on some boxes containing Abex brake products. Upon further information and belief, those products (if any) were sold by Abex to its customers under a direct ship program and it is believed that the name Abex also remained on the products and/or boxes. The extent of this alleged Abex program is under further investigation and Interrogatories regarding these sales (if any) with select independently-owned authorized dealerships are better directed to Abex, which may have information and/or documents regarding its program. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-10: For each replacement part or type of replacement part identified in response to Interrogatory No. RM-9, describe with particularity the type, appearance and contents of any packaging and identify who manufactured the packaging, including the printing of any written materials in or on the packaging.

RESPONSE TO INTERROGATORY NO. RM-10: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this

Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9. Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100

Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this

Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to its Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No. RM-9, incorporated herein. Answering further and upon further information and belief, this Interrogatory should be directed at the manufacturers of the replacement parts, who are in the best position to respond with regard to manufacturing of the packaging. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

AXEL SUPPLIERS

INTERROGATORY NO. RM-12: For each year between 1965 and 1990 inclusive, identify who manufactured the axles for any Class 6, Class 7 or Class 8 trucks you manufactured or sold and state whether any of the axle manufacturers were the primary or default supplier of axels for any class of truck during any year.

RESPONSE TO INTERROGATORY NO. RM-12: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris'

time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9. Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John

Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to its Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing,

and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-13: For each year, vehicle class and axle manufacturer identified in response to Interrogatory No. RM-12, state the percentage of your trucks that incorporated that manufacturer's axles. (e.g. 1965, Class 6 trucks, 50% Rockwell, 30% Eaton, 20% Spicer).

RESPONSE TO INTERROGATORY NO. RM-13: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-

2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or

circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FOUNDATION BRAKE SUPPLIERS

INTERROGATORY NO. RM-14: For each year between 1965 and 1990 inclusive, identify who manufactured the foundation brakes for any Class 6, Class 7 or Class 8 trucks you manufactured or sold and state whether any of the foundation brake manufacturers were the primary or default supplier of foundation brakes for any class of truck during any year.

RESPONSE TO INTERROGATORY NO. RM-14: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he

could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification

Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to its Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-15: For each year, vehicle class and foundation brake manufacturer identified in response to Interrogatory No. RM-14, state the percentage of your trucks that incorporated that manufacturer's foundation brakes. (e.g. 1965, Class 6 trucks, 50% Rockwell, 30% Eaton, 20% Meritor).

RESPONSE TO INTERROGATORY NO. RM-15: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that

Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9. Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See*

10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No.

RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

BRAKE LINING SUPPLIERS

INTERROGATORY NO. RM-16: For each year between 1965 and 1990 inclusive, identify who manufactured the brake linings for any Class 6, Class 7 or Class 8 trucks you manufactured or sold and state whether any of the brake lining manufacturers were the primary or default supplier of brake linings for any class of truck during any year.

RESPONSE TO INTERROGATORY NO. RM-16: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See*

10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue

in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiff to its Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-17: For each year, vehicle class and brake linings manufacturer identified in response to Interrogatory No. RM-16, state the percentage of your trucks that incorporated that manufacturer's brake linings. (e.g. 1965, Class 6 trucks, 50% Abex, 30% Carlisle, 20% Grizzly).

RESPONSE TO INTERROGATORY NO. RM-17: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he

could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification

Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to its Initial and First Supplemental Objections and Answer to Interrogatory No. RM-9, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. RM-18: Identify all documents or other evidence that reflects the sale to or ownership by Alan Morris of any of your vehicles, replacement parts or other **asbestos containing products**.

RESPONSE TO INTERROGATORY NO. RM-18: PACCAR incorporates its Preliminary Statement and General Objections herein. PACCAR objects that this Interrogatory is vague ambiguous, compound, and unduly burdensome and oppressive. PACCAR further objects that this Interrogatory assumes facts not in evidence and calls for speculation. PACCAR objects that this Interrogatory is overbroad in scope and time, as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Decedent John Morris' time as a self-employed truck driver. During Mrs. Morris' deposition, Plaintiff testified that Decedent owned three Kenworth trucks. *See* 10/16/2024 Dep. Rosalind Morris, 66:13-21, 98:1-3, 98:17-19, 110:12-111:6. Plaintiff did not recall the make, model, or maintenance history of any of Decedent's trucks. *See* 10/16/2024, Dep. Rosalind Morris, 66:16-21, 99:20-100:10, 110:21-111:6, 111:10-15, 112:19-21, 118:17-119:1. Fact witness, John Mullhausen, claims Decedent owned and

worked on a used, conventional 1968 W900 Kenworth truck, without a sleeper. *See* 10/21/2024, Dep. John Mullhausen, 22:18-23:10, 90:14-16. Decedent owned this truck for approximately 2-2.5 years. *See* 10/21/2024, Dep. John Mullhausen, 88:15-21. Mr. Mullhausen did not know the prior maintenance history on the truck. *See* 10/21/2024, Dep. John Mullhausen, 91:2-5. He never witnessed Decedent replace brakes on this truck. *See* 10/21/2024, Dep. John Mullhausen, 91:15-92:5. Mr. Mullhausen said he assisted Decedent with clutch work in this vehicle one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He said he did not know the brand of clutch he helped Decedent remove or install from this Kenworth. *See* 10/21/2024, Dep. John Mullhausen, 123:3-9 Mr. Mullhausen said that Decedent owned a new 1974 W901 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 23:11-24:1, 94:5-7. Decedent owned this truck until trading it in for his next truck, in approximately 1978. *See* 10/21/2024, Dep. John Mullhausen, 92:20-93:3. Mr. Mullhausen said he witnessed Decedent adjust and replace brakes on this truck, though he could not estimate how many times. *See* 10/21/2024, Dep. John Mullhausen, 94:16-95:18. He could not say he saw the original brakes being removed from this truck. *See* 10/21/2024, Dep. John Mullhausen, 114:14-21. Mr. Mullhausen testified that Decedent's owned a cabover 1978 K100 Kenworth truck. *See* 10/21/2024, Dep. John Mullhausen, 24:2-7, 97:6-8. Initially, he said Decedent owned this truck for approximately 5 years. *See* 10/21/2024, Dep. John Mullhausen, 96:11-15. Later, he said Decedent owned the truck until March/April 1985. *See* 10/21/2024, Dep. John Mullhausen, 101:15-21, 102:16-21. He never saw Decedent replace brakes on the truck. *See* 10/21/2024, Dep. John Mullhausen, 97:20-98:5. Mr. Mullhausen assisted with clutch work in this truck one time. *See* 10/21/2024, Dep. John Mullhausen, 119:18-120:12. He did not know the brand of clutch removed or installed, nor where it was purchased. *See* 10/21/2024, Dep. John Mullhausen, 123:17-124:19. PACCAR objects that this Interrogatory is a prohibited fishing

expedition impermissibly designed to shift the burden of proof. PACCAR also objects to this Interrogatory as not relevant to this Plaintiff or any facilities, time period, locations and/or circumstances at issue in this litigation and seeking information not reasonably calculated to lead to the discovery of admissible evidence.

PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiff has not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects that this Interrogatory mischaracterizes it as a manufacturer of brakes, clutches, gaskets, or any other asbestos-containing tractor-trailer/trailer parts during the relevant time period which is inaccurate, misleading and argumentative. PACCAR's Kenworth and Peterbilt divisions did not manufacture asbestos-containing products like brakes, clutches, gaskets, or any other type of asbestos-containing component part used on a tractor-trailer and/or a trailer during the relevant time period. PACCAR objects to Plaintiff's definitions to the extent they are overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. PACCAR further objects to Plaintiff's definitions to the extent they include

meanings and characterizations inconsistent with PACCAR's interpretation of the defined terms and/or phrases.

Subject to and without waiving the foregoing objections, PACCAR researched in its order processing, warranty registration, and warranty claims systems – which contain information after 1987 - for customer names that include the term “Morris” and did not find documents or information responsive to this Interrogatory for the relevant time frame. PACCAR did locate one Kenworth truck sold to “Alan Morris” in 1999, supportive documentation can be provided upon request. Answering further, PACCAR possesses the following documents that may be responsive to Plaintiff's Request:

1. Build Sheets for trucks assembled prior to 1988 are on microfiche and microfilm. For those microfiche and microfilm in PACCAR's possession, PACCAR stores the aforementioned microfiche related to Kenworth trucks in Washington and microfiche related to Peterbilt trucks in Texas. PACCAR also possesses Peterbilt Build Sheets on microfilm for trucks assembled prior to 1972. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified. PACCAR can make these microfiche and microfilm available for physical review and/or copying at a mutually convenient time at Plaintiff's expense;
2. Build Sheets previously kept on microfiche and converted to electronic format for Kenworth and Peterbilt trucks assembled prior to 1988 are stored as TIFF (tagged image file format) files. For Kenworth vehicles, these digitized Build Sheets are for trucks assembled from the late 1960's to 1987. For Peterbilt vehicles, these digitized Build Sheets are for trucks assembled from the early 1970's to 1987. PACCAR can make all TIFF files available to Plaintiff, at Plaintiff's expense, upon reasonable notice. These files are indexed

by chassis number, so with that information, documents specific to a particular truck can be identified; and

3. Build Sheets for trucks assembled from 1988 to the present are available electronically in vertical bar delimited text files. PACCAR can make these vertical bar delimited text files available to Plaintiff, at Plaintiff's expense, upon reasonable notice.

Discovery is ongoing and PACCAR reserves the right to supplement or amend its Answer should new or additional information be obtained.

FIRST SUPPLEMENTAL RESPONSE: Subject to and without waiving the foregoing objections and as PACCAR understands this Interrogatory, PACCAR directs Plaintiff to the documents bates labeled PACCAR002249-002368, which are the supportive documents for the truck sold to "Alan Morris" in 1999 as referenced above. Answering further, PACCAR directs Plaintiff to the correspondence served on December 16, which explained that PACCAR does not have the ability to search the build sheets originally stored on microfiche as requested by Plaintiff and made the build sheets available for inspection by Plaintiff's counsel. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

AS TO OBJECTIONS:

/s/ Thomas P. Bernier

Thomas P. Bernier (CPF #8312010042)

Scott J. McDowell (CPF #0606130209)

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Attorneys for Defendant

PACCAR, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 3, 2025, a copy of Defendant Paccar, Inc.'s Objections and Responses to Plaintiff Rosalind Morris' First Set of Interrogatories to be served electronically via File & Serve Xpress to all counsel of record.

/s/ Thomas P. Bernier

Thomas P. Bernier

VERIFICATION

I solemnly affirm under the penalties of perjury that the contents of the foregoing Responses to Plaintiff Rosalind Morris' Case Specific Interrogatories and Plaintiff Mary Kathleen Bradley's Case Specific Interrogatories to Defendant are true and correct based upon his/her knowledge and information obtained.

Executed on the 3rd day of January, 2025



Corporate Representative