

**IN THE CIRCUIT COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO**

**ROGER DALE BLAKE, et al.**

**Plaintiffs,**

**v.**

**A-BEST PRODUCTS COMPANY, et al.,**

**Defendants.**



**CASE NO. CV96 01 0191  
(Hon. George Elliott)**

**DEFENDANT OWENS CORNING'S SUPPLEMENTAL RESPONSES  
TO PLAINTIFFS' MASTER SET OF INTERROGATORIES**

Defendant Owens Corning ("OC"), by counsel, supplements its responses to Plaintiffs' First Set of Interrogatories to Owens Corning, dated November 27, 1996, as follows:

**INTRODUCTORY STATEMENT**

In further supplementation of its Responses to Interrogatory Nos. 2-7, 8, 8.2 and 8.3, 9, 15-26, 29, 31, 32, 34-38, 48, 52, 56 and 58, OC states as follows:

To the extent OC has referred plaintiffs to its exhibits or document library in response to a particular question, OC is entitled to do so pursuant to Ohio Civil Rule 33(C) which states:

Where the answer to an interrogatory may be derived or ascertained from the business records of the party ... or from an examination, audit or inspection of such business records, or from a compilation, abstract or summary based thereon, and the burden of deriving or ascertaining the answer is substantially the same for the party serving the interrogatory as for the party served, it is a sufficient answer to such interrogatory to specify the records from which the answer may be derived or ascertained ....

While copies of OC's referenced exhibits have been produced to plaintiffs' counsel innumerable times over the course of the asbestos litigation, OC is nevertheless providing another set of exhibits with this supplemental pleading.

OC notes that the burden of compiling additional information beyond that provided in OC's discovery responses and proffered exhibits would be substantially the same for both parties. Therefore, if plaintiffs' counsel requires any additional information, he may arrange for an inspection of OC's asbestos-related documents at OC's document library. See OC's original Response to Interrogatory No. 3.

To the extent plaintiffs' counsel seeks detailed information regarding asbestos-containing products, other than Kaylo, which were manufactured and/or distributed by OC, OC objects to such requests as seeking information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. There is no allegation here that plaintiffs were exposed to any OC product other than Kaylo.

Without waiving this objection, OC refers plaintiffs to attached Exhibit 1, product information sheets for each asbestos-containing product OC has manufactured or distributed. To the extent plaintiffs seek information on such products beyond that provided in the product information sheets, OC, pursuant to Ohio Civil Rule 33(C), refers plaintiffs' counsel to its document library.

OC specifically supplements Interrogatory Nos. 8.1, 8.4, 10, 11, 14, 39, 40, 45, 46 and 47 as follows:

**INTERROGATORY NO. 8.1:**

Does Defendant have reason to believe that the asbestos-containing products listed in response to Interrogatory No. 5 were used at the ARMCO/A.K. Steel Middletown Plant and/or the ARMCO/A.K. Steel Hamilton Plant? If your answer is "yes," please state the basis of your answer, etc.).

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8.1:**

OC objects to the term "used" as vague and ambiguous. OC also objects to this question to the extent it seeks information beyond OC's custody or control. OC further objects to this interrogatory as vague and ambiguous with respect to time. Without waiving its objections, OC states that it distributed asbestos-containing Kaylo insulation products from April 1953 to April 1973, as indicated by a review of OC's collection of invoices for such products. Invoices relating to OC's distribution of asbestos-containing Kaylo are maintained in OC's files related to asbestos as described in OC's original Response to Interrogatory No. 3.

OC, through its counsel, retained the accounting firm of Price Waterhouse to create an electronic imaging system containing images and database records which correspond to all retained invoices reflecting OC's sale of asbestos-containing Kaylo from April 15, 1953 through April 3, 1973. Data from each OC Kaylo invoice contained in OC's document library located in Richmond, Virginia was recorded onto computer diskette, along with a computer-scanned image of the original invoice itself, and a database was formed. The information contained in this response was retrieved from that database. Therefore, this response reflects OC's current best efforts to provide the most accurate response to plaintiffs' request. However, the database itself is claimed privileged by OC as attorney work product.

OC also had limited involvement in the manufacture and/or distribution of other asbestos-containing products. See Exhibit F to OC's original Responses to Plaintiffs' Master Set of Interrogatories, a chart listing those asbestos-containing products previously manufactured and/or distributed by OC. OC's collection of invoices relating to the sales/shipments of these other asbestos-containing products is also maintained in OC's files related to asbestos as described in OC's original Response to Interrogatory No. 3; however, this collection is incomplete. Furthermore, these documents are not segregated by purchaser/customer or by state, but are generally organized by invoice number.

OC reviewed its available records for sales/shipments of its asbestos-containing products to ARMCO/A.K. Steel in Middletown and Hamilton, Ohio, during the years 1953-1973.

Based on this review, OC states that it sold/shipped asbestos-containing Kaylo products to Armco Steel in Middletown, Ohio, in 1966-1969 and 1971-1972, and to Armco Steel in Hamilton, Ohio, in 1966 and 1969. Copies of OC's invoices reflecting these shipments are attached as Exhibit 2 .

OC also attaches as Exhibit 3 copies of invoices reflecting shipments of OC's asbestos-containing Kaylo products to OC's contracting unit in Evandale, Ohio. Although these invoices do not show direct shipments of OC's asbestos-containing Kaylo products to Armco Steel, these invoices reflect shipments of OC's asbestos-containing Kaylo products used at Armco Steel by OC's contracting units. Copies of these invoices are also included in the jobfiles attached as Exhibit 4 (see Supplemental Response to Interrogatory No. 10).

INTERROGATORY NO. 8.4:

Does Defendant have records and/or any knowledge that reflects sales of their asbestos-containing products to ARMCO/A.K. Steel Middletown Plant and/or ARMCO/A.K. Steel Hamilton Plant? If so, please state:

- (a) The names and last known addresses of those people with such knowledge.
- (b) The location of such records.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 8.4:**

OC objects to this interrogatory as overly broad and burdensome; many OC employees who might have information pertinent to this interrogatory are retired, deceased or no longer employed by OC. Without waiving its objection, OC refers plaintiffs to its Supplemental Response to Interrogatory No. 8.1 and the exhibits and documents referenced therein.

**INTERROGATORY NO. 10:**

Did Defendant ever have any division or subsidiary engaged in the contract business of applying asbestos-containing products? If so, please state:

- (a) The name of each subdivision;
- (b) The full address of the home office and the date such subdivision or subsidiary was engaged in this contracting business; and
- (c) Whether said division or subsidiary conducted such business at ARMCO/A.K. Steel Middletown Plant and/or ARMCO/A.K. Steel Hamilton Plant, from 1954 to 1975? If so, please state:
  - (1) The dates of such contracts;
  - (2) The specific asbestos-containing products that were used in each contract.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 10:**

OC objects to this interrogatory on the grounds that it is overly broad and burdensome. Without waiving its objections and with respect to subpart (a) and the

installation of asbestos-containing products generally, OC states that it had contracting units which operated as the Supply and Contracting Division (and later the Contracting Division) of OC from January 1950 until February 1987 when this division was sold. OC's supply and contracting units were engaged in the business of distributing the products of OC and others as well as in the contract application of these products. Contract application could include the installation and/or removal of asbestos-containing insulation and other building products.

With respect to subpart (b), OC states that the office addresses of those Supply & Contracting units maintained by OC at various times between 1950 and 1987 are as follows:

Fiberglas Engineering and Supply Division

5933 Telegraph Road  
P.O. Box 22045  
Los Angeles 22, CA  
213/723-9781

5202 Lovelock Street  
San Diego, CA  
714/2997-3765

905 W. Baseline St.  
San Bernardino, CA  
714/885-3496

1200 - 17th St.  
San Francisco 7, CA  
415/863-2380

750 Commercial St.  
San Jose, CA  
408/297-9520

1041 Fee Dr.  
North Sacramento, CA

P.O. Box 1256  
Sacramento, CA  
916/927-1341

244 Winter St.  
P.O. Box 2659  
Reno, NV  
702/322-6941

427 "P" St.  
P.O. Box 671  
Fresno, CA  
209/233-7227

1880 W. Fillmore St.  
P.O. Box 6050  
Phoenix, AZ  
602/258-4541

1215 E. Warehouse Ave.  
P.O. Box 4248  
University Station  
Tuscon, AZ  
602/623-5429

1011 Sawmill Rd. N.W.  
P.O. Box 7067  
Old Town Station  
Albuquerque, NM  
505/243-4583

336 S. Third West  
Salt Lake City, UT  
801/328-8574

320 N.W. Hoyt  
Portland 9, OR  
503/226-6781

325 Grove St.  
P.O. Box 138  
Boise, ID  
208/342-9311

1000 Seventh Ave. South

Seattle 4, WA  
P.O. Box 3045  
Seattle 14, WA  
206-624-8910

1907 Post Rd.  
P.O. Box 833  
Anchorage, AK  
907/275-8344

E. 3044 Trent Ave.  
Terminal Box 2945  
Spokane, WA  
509/534-0408

920 - 3rd Ave. North  
P.O. Box 1501  
Billings, MT  
406/252-8496

With respect to subpart (c), OC states that most of the records that it maintained for its Contracting Division were transferred with the sale of the division in 1987. The documents relating to Fiberglas Engineering & Supply Company of San Francisco are maintained by the law firm Tilly & Graves. These documents are jobsite files which contain invoices and other documents relating to contracting jobs performed in the California by Fiberglas Engineering & Supply Company of San Francisco. Documents and jobfiles relating to work performed by OC's other Supply & Contracting units are located at OC's Granville, Ohio, facility.

OC reviewed its available records for jobfiles reflecting work performed by its contracting units at ARMCO/A.K. Steel in Middletown and Hamilton, Ohio, during the years 1953-1973. Based on this review, OC states that it has located jobfiles reflecting work performed by its contracting units at Armco in Middletown, Ohio, during 1967-1972. Copies of these jobfiles are attached as Exhibit 4.

INTERROGATORY NO. 11:

Did Defendant ever have any division or subsidiary engaged in the contract business of applying asbestos-containing refractory? If so, please give the name of each subdivision, the full address of the home office and the date such subdivision or subsidiary was engaged in this contracting business.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 11:

OC objects to the term "asbestos-containing refractory" as vague and ambiguous. Without waiving its objections, OC refers plaintiffs to its Supplemental Response to Interrogatory No. 10 for information regarding its contracting units.

OC further states that its S&C units were not engaged in the business of applying "asbestos-containing refractory" of the type used at Armco/A.K. Steel in Middletown and Hamilton, Ohio.

INTERROGATORY NO. 14:

What is the name, address and job title of each individual who participated in the design and preparation of manufacturing specifications for each such product listed above in answer to Interrogatory No. 5?

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 14:

OC did not invent or design every asbestos-containing product that it manufactured and/or sold and does not have a compilation of "each individual who participated in the design and preparation of manufacturing specifications for each such product."

The original asbestos-containing Kaylo product was designed, developed and patented by Owens-Illinois Glass Company in the early 1940s. The exact date on which asbestos was incorporated into Kaylo by Owens-Illinois is unknown by OC. OC acquired certain of the Kaylo patents when it purchased the Berlin, New Jersey, Kaylo

manufacturing plant from Owens-Illinois in May 1958. See Exhibit C to OC's original Responses to Plaintiffs' Master Set of Interrogatories, particularly Schedule B of the purchase agreement between OC and Owens-Illinois, for information regarding Kaylo patents acquired by OC when it acquired the Berlin, New Jersey, Kaylo manufacturing plant from Owens-Illinois in May 1958, including patent numbers, inventor names, and issue dates. OC will provide copies of the patents listed on part 1 of Schedule B upon request and at cost.

In addition, OC later developed other patents relating to Kaylo. See Exhibit P to OC's original Responses to Plaintiffs' Master Set of Interrogatories.

Furthermore, during the period of time in which OC manufactured asbestos-containing Kaylo insulation materials, OC made slight changes in the batch formulations, in the total amount of asbestos incorporated into the product, and in the ratio of amosite and chrysotile asbestos used. OC varied the asbestos content of Kaylo in its attempts to improve the product. Such changes were the responsibility of OC's Kaylo Research and Development Section, which was headed by Richard F. Shannon.

In November 1972, OC removed asbestos from Kaylo.

OC ceased the production and distribution of asbestos-containing Kaylo products in light of medical information relative to asbestos and health, and because OC was able to develop an alternate technology for producing high temperature heat insulation. Lewis W. Saxby, then Senior Vice President of OC, directed that production and distribution of asbestos-containing Kaylo insulation products be discontinued. Mr. Saxby has since retired.

For information regarding those individuals involved in developing a substitute for asbestos in OC's asbestos-containing Kaylo, OC refers plaintiffs to its Supplemental Response to Interrogatory No. 45.

The asbestos-containing Fyrcor product, originally known as Unarcoboard, was patented by Unarco Industries.

See also Exhibit Q to OC's original Responses to Plaintiffs' Master Set of Interrogatories, a list of patents for OC's asbestos-containing resin products; Exhibit R to OC's original Responses to Plaintiffs' Master Set of Interrogatories, a list of patents for OC's asbestos-containing Continuous and Chopped Strand Mat product; and Exhibit S to OC's original Responses to Plaintiffs' Master Set of Interrogatories, a list of patents for OC's asbestos-containing roofing products.

Additional information pertinent to the subject matter of this interrogatory, to the extent that it is in OC's possession, would be contained in OC's files related to asbestos as described in its original Response to Interrogatory No. 3.

**INTERROGATORY NO. 39:**

Please identify by name the technical and trade association periodicals to which the Defendant subscribed, and state whether Defendant had knowledge of any articles being printed, or withheld from printing, in said periodicals pertaining to the potential hazards of asbestos. If so, please state the following:

- (a) The title of each such article;
- (b) The periodical in which each such article was published;
- (c) The date each such article was published;
- (d) A detailed explanation of the reason for withholding any such article for printing;

- (e) Produce documentation which refers, alludes or mentions articles which were withheld for publication.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 39:

OC objects to this interrogatory as argumentative, vague and ambiguous. OC also objects to this interrogatory as overly broad and burdensome. Without waiving its objections, OC refers plaintiffs to its original responses to Interrogatory Nos. 30 and 37.

With regard to OC's knowledge of those printed articles relating to the "potential hazards of asbestos," OC refers plaintiffs to its original Response to Interrogatory No. 41. OC further states that, to the best of its knowledge, it was not specifically aware of any articles being "withheld from printing, in said periodicals pertaining to the potential hazards of asbestos."

INTERROGATORY NO. 40:

Please state whether, prior to 1975, the Defendant sponsored, or attended any meeting, seminar, conference, convention or legislative hearing where the subject of occupational health and exposure to asbestos was discussed and, if so, please state the date and place of such meeting and the name and address of any speakers or participants.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 40:

OC objects to this interrogatory on the grounds that it is overly broad and burdensome. Without waiving its objections, OC states that some of its employees may have attended or participated in conferences, seminars, lectures, or symposiums prior to 1975 dealing with the potential health hazards of asbestos. However, due to the passage of time, many of these individuals are no longer employed by OC. Therefore, OC does not know specifically when its employees or representatives attended and/or participated in such conferences, seminars, lectures, or symposiums dealing with this subject.

OC refers plaintiffs to attached Exhibit 5, a copy of the Safety Rules for the Berlin, New Jersey, Kaylo manufacturing plant, and to attached Exhibit 6, a copy of an educational program presented at the Berlin plant in 1971.

OC also conducted programs regarding respirator use. However, OC does not have a compilation of information regarding the dates and locations of these programs.

Additionally, OC, on its own and through the National Insulation Manufacturers Association, prepared and disseminated to contractors, distributors, and insulators information regarding potential health hazards associated with asbestos-containing insulation. In 1968, NIMA published a pamphlet entitled "Recommended Health Safety Practices for Handling and Applying Thermal Insulation Products Containing Asbestos." This pamphlet was distributed at meetings of the Insulation Distributor Contractors National Association. OC also directly distributed the pamphlet to its branch managers, Supply and Contracting (S & C) supervisors, Home Building Products (HBP) supervisors, and S & C managers with instructions to review the matter with their salesmen. See Exhibit LLL to OC's original Responses to Plaintiffs' Master Set of Interrogatories, a copy of this pamphlet.

OC also participated, through the educational and legislative committee of NIMA and at regional meetings of the IDCNA, in the presentation of health and safety programs to distributors and contractors. At those meetings, contractors and distributors: (1) were advised of the current status of health and safety activities pertinent to their businesses; (2) were given copies of the NIMA publications on health and safety practices and medical research literature; (3) discussed the contents of those publications; (4) discussed the merits of the proposed pre-employment and periodic physical examination programs on a

cooperative employer-employee basis; (5) were urged to establish regional health and safety committees; and (6) were given an opportunity to ask questions of the experts. These NIMA programs were presented to contractors and distributors with the intention that they would instruct their employees accordingly.

In 1972, Donald Bradshaw, OC's Region Manager of Power and Process for the West Coast and Chairman of the National Insulation Contractor's Association's Occupational Health and Safety Committee, authored, along with other committee members, a pamphlet entitled, "Safety Reminders." See Exhibit MMM to OC's original Responses to Plaintiffs' Master Set of Interrogatories. It is OC's present understanding that this pamphlet was disseminated to contractors, distributors, and insulators.

OC further refers plaintiffs to Exhibit NNN to OC's original Responses to Plaintiffs' Master Set of Interrogatories, a pamphlet entitled "Caution: Asbestos Dust . . .", published by the National Institute for Occupational Safety and Health. This pamphlet was distributed by OC to its asbestos worker employees on or around October 30, 1973.

OC also held meetings with the International Association of Heat and Frost Insulators and Asbestos Workers and the Glass Bottle Blowers. The meeting between OC and the president of the International Association of Heat and Frost Insulators and Asbestos Workers took place in the Union offices in Washington, D. C. The exact date of this meeting is unknown; however, OC believes it was before 1972. OC is uncertain as to the details regarding its meeting with the Glass Bottle Blowers. At these meetings, OC attempted to discuss the then-known health concerns regarding asbestos.

Also, OC management held meetings with the unions at OC's Berlin, New Jersey, manufacturing plant and made special presentations to employees to discuss those health concerns related to asbestos.

OC further states that H. T. Williams, D. W. Ladd, John Vyverberg and J. P. Kern represented OC at various times on the National Insulation Manufacturers Association (NIMA)/Thermal Insulation Manufacturers Association (TIMA) Board of Directors. Donald Bradshaw represented OC at various times through his involvement with the Health and Safety Committee of the National Insulation Contractors Association (NICA). Dr. Jon Konzen also served on the Medical and Scientific Committee of TIMA.

In addition, OC states that individual employees of OC may have attended various trade organization meetings of which OC is unaware.

Additional information pertinent to the subject matter of this interrogatory would be contained in OC's files related to asbestos as described in its original Response to Interrogatory No. 3.

**INTERROGATORY NO. 45:**

Does Defendant contend that asbestos-containing products can be manufactured so as to eliminate all potential health hazards to persons working with or around, installing or applying same? If so, please state the following:

- (a) The date that Defendant first determined that another product could be used in place of asbestos;
- (b) The chemical of the substitute;
- (c) Whether the substitute is suitable for the purpose for which they are to be used;
- (d) Whether Defendant used the substitute for asbestos to 1971;

- (e) Whether Defendant ever used the substitute for asbestos for high or low heat insulation.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 45:

OC objects to this interrogatory as vague and ambiguous as to time and as to type of asbestos-containing product which is the subject of this request. OC also objects to this interrogatory as compound. Without waiving its objections and in response to the first part of plaintiffs' question, OC states that, during the time it manufactured such products, OC believed that its asbestos-containing products could have been used safely in accordance with instructions and/or cautionary statements issued from time to time, given the medical and scientific knowledge available at the time the products were used. OC refers plaintiffs to its original Responses to Interrogatory Nos. 25 and 41.

OC further states that products which contain small amounts of asbestos encapsulated in the matrix of the product can be safely installed by workers if used in accordance with the applicable instructions and/or cautionary statements.

In response to subparts (a) - (e), OC states that, in 1963, OC began investigating the potential use of glass and other fibers in its asbestos-containing Kaylo products. The purpose of this research was to improve the impact, strength and other physical properties of Kaylo by using fibers which were being produced by OC. The research was not designed to eliminate asbestos from Kaylo and was not prompted by asbestos-related health concerns. This initial research was unsuccessful because the glass fibers then available were attacked by the alkali present in the manufacturing process, resulting in a loss of fiber integrity.

In November 1966, OC scientists met at its research center in Granville, Ohio. Evolving information about the health risks associated with asbestos exposure was discussed at this time. Although this issue was still being debated in the scientific community, OC officials decided that the prudent course of conduct would be to remove asbestos completely from its Kaylo products. Research on substitute fibers was initiated. In December of 1966, a label was placed on Kaylo packaging advising of health concerns and work practices. See OC's original Responses to Interrogatory Nos. 25 and 41.

The first step in the research to find a substitute fiber was to determine whether any commercially available fiber could be used in lieu of asbestos. The substitute fibers would have to be mixed into the batch and tolerate the manufacturing process which involved high alkali concentrations, high temperatures, and high pressure. Further, the finished product would have to perform adequately and maintain its integrity on extremely hot surfaces after installation.

Numerous fibers were tested including mineral wool, Kaowool, Fiberfax, potassium titanate, nylon, dacron, rayon, silk, linen, polyester, acrylic, Nomex, wool, bagasse, sisal, excelsior, jute, kemp, sawdust, straw, coconut fiber, corn cobs, peanut hulls, oat hulls, walnut shells, cotton linters, aspen wood fibers, pine wood fibers, Calsi-Crete wood fibers, unbleached kraft, bleached kraft, hardboard chips, softwood chips, bleached hardboard pulp, bleached softwood pulp, unbleached hardboard pulp, unbleached softwood, sulfate bleached softwood, sulfate bleached hardwood, usutu, alpha cellulose, and metal fibers. Hundreds of experimental samples of products were produced and tested; none of these potential substitutes was found to be acceptable.

In 1970, OC developed a glass composition which could withstand the Kaylo manufacturing process; however, OC discovered during testing that the newly developed fiber did not adhere to the Kaylo material. Thus, even though the fibers survived the manufacturing process, they did not provide reinforcement to the product. The result was a weak and crumbling material.

OC tried a variety of techniques in an attempt to create a bond between the glass fibers and the Kaylo matrix. The problem faced by the OC researchers was the availability of an appropriate suspension agent. The primary function of chrysotile asbestos in Kaylo was to suspend the various materials during the manufacturing process. Without chrysotile, the glass fibers would settle out of the batch resulting in a nonuniform distribution of the reinforcing fiber. This difficulty was overcome in late 1971 when researchers discovered that certain wood pulps could serve as a suspension agent.

By early 1972, asbestos-free Kaylo was being produced for testing and test marketing at the Berlin, New Jersey, Kaylo manufacturing plant. The product was found to be acceptable, and full scale production began in November 1972.

Richard F. Shannon was in charge of the research efforts to locate a substitute for asbestos in OC's Kaylo products. At the present time, Mr. Shannon is retired. Others involved in this project included Dana Bishop, retired; Jerry Helser, currently employed by OC; and Charles Schramm, retired. Numerous others were involved in this research effort throughout the entire company.

In 1972, OC began to manufacture and distribute an asbestos-free high temperature insulation product known as Kaylo AF. This product (which was subsequently marketed as Pink Calcium Silicate) contained the following ingredients:

glass fibers, wood pulp, lime, portland cement, diatomaceous earth, tripoli, clay, and Kaylo dust. OC ceased the production and distribution of Pink Calcium Silicate in 1993.

To the best of its knowledge, no product is available that is completely equal to asbestos-containing insulation. OC's asbestos-free and glass fiber products do not insulate up to the same temperature as asbestos-containing insulation.

INTERROGATORY NO. 46:

Did Defendant give any warnings to ARMCO/A.K. Steel Middletown Plant and/or ARMCO A.K. Steel Hamilton Plant regarding the potential health hazards of any product listed in response to Interrogatory No. 5. If yes, please state:

- (a) Name of person most knowledgeable about this communication;
- (b) Name of person at ARMCO/A.K. Steel Middletown Plant and/or ARMCO/A.K. Steel Hamilton Plant most knowledgeable about this communication;
- (c) Dates of each communication;
- (d) Contents of each communication.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 46:

OC objects to this interrogatory as overly broad and burdensome; many OC employees who might have information pertinent to this interrogatory are retired, deceased or no longer employed by OC. Without waiving its objections, OC states that its asbestos-containing Kaylo products which were shipped to Armco in Middletown and Hamilton, Ohio, in or after December 1966 would have contained those cautionary statements described in OC's original Response to Interrogatory No. 41. Jerry Helser, Advanced Technologist for OC, is knowledgeable about the cautionary statements placed on packages of OC's asbestos-containing Kaylo.

At the current time, OC does not have information regarding who specifically at Armco would have been "most knowledgeable" about the cautionary statements issued by OC. However, discovery is continuing.

INTERROGATORY NO. 47:

Did any person prior to 1970, file a claim against any Workers' Compensation carrier covering Defendant alleging that he or she contracted a disease as a result of exposure to asbestos? If so, please state the following:

- (a) A list of each such claim by claimant's name, date filed, the caption and jurisdiction involved;
- (b) The disease alleged in each such claim;
- (c) A brief summary of the disposition of each such claim; and
- (d) The name, address and job classification of the person or persons having custody of the records pertaining to each such claim.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 47:

OC objects to this interrogatory on the grounds that it is overly broad and burdensome. Without waiving its objections, with regard to those asbestos-related worker's compensation claims filed against OC before 1974, OC states as follows:

OC has been named as a party in worker's compensation actions filed by persons allegedly employed at some point in time on construction jobs involving OC's Contracting and Supply Division. These persons were typically hired from union halls for specific jobs on an as-needed basis and were not long-term employees. As a result, these claimants filed actions against numerous past and present employers. These claimants alleged a variety of injuries from exposure--throughout their employment histories--to numerous asbestos and nonasbestos-containing materials manufactured and/or distributed by a number of companies.

OC lacks adequate records to provide a complete response to this interrogatory for a number of reasons. Individual state workers' compensation laws determined the specific employers and/or insurance carriers which could be named as defendants in compensation actions, as well as the procedures for their notification. As a result, even though some workers' compensation claims list OC as an employer, OC may not have received notice of the claim, and even if OC received notice of the claim, it may not have been aware that the claim was related to asbestos exposure or that the claimant was employed by OC. Furthermore, worker's compensation claims historically have been processed by OC's insurance carriers and OC's corporate headquarters did not always receive notification of individual claims.

OC sets forth in Table A the pertinent information from OC's records which is presently believed to be related to workers' compensation claims filed before 1974 by individuals employed by OC's Contracting and Supply Division:

In addition to the claims in Table A, OC's records reflect that the following individuals, listed in Table B, also filed asbestos-related workers' compensation claims before 1974. It is believed these claims were probably handled by OC's insurance carriers. OC's records do not indicate when or if OC received notice of these claims.

The following employees of OC's Berlin, New Jersey Kaylo manufacturing plant also filed workers' compensation claims against OC before 1974, in which they alleged injury from exposure to asbestos in the plant environment:

| <u>Name</u>    | <u>Approx. Date<br/>Of Claim Filed</u> | <u>Alleged Injury</u>                                       |
|----------------|----------------------------------------|-------------------------------------------------------------|
| Albert Behnke  | 09/15/72                               | Chronic bronchitis;<br>emphysema, cirrhosis of the<br>liver |
| William Bodine | 03/21/73                               | Asbestosis, emphysema                                       |
| Harry Copeland | 1/22/72                                | Pulmonary asbestosis                                        |
| Floyd Regn     | 06/14/71                               | Chronic pulmonary<br>obstructive disease,<br>pneumoconiosis |
| George Zepp    | 07/13/72                               | Pneumoconiosis, asbestosis                                  |

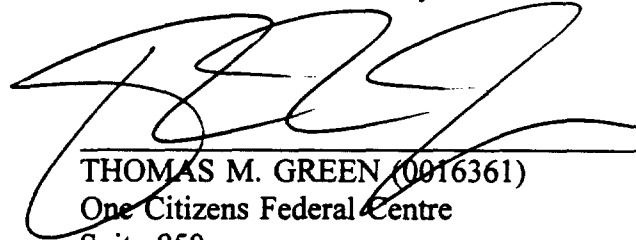
In 1965, OC learned that a Berlin worker had apparently contracted asbestosis; however, the injury was apparently not related to work at OC and, to OC's knowledge, no workers' compensation claim was filed against OC.

When OC purchased the Bloomington, Illinois plant from UNARCO in 1970, it acquired certain files pertaining to workers' compensation claims brought against UNARCO by its employees. OC, however, did not have knowledge of these claims until it purchased the plant in 1970. Some of these claims alleged injury from exposure to asbestos in the plant environment.

A few employees of other OC manufacturing plants filed asbestos-related workmen's compensation claims before 1974. It is not known whether these employees were actually exposed to asbestos in connection with their employment for OC.

Additional information pertinent to the subject matter of this interrogatory would be contained in OC's files related to asbestos as described in its original Response to Interrogatory No. 3, which is incorporation as if set out in full.

GREEN & GREEN, Lawyers



THOMAS M. GREEN (0016361)

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Suite 950

Dayton, Ohio 45402

(937) 224-3333

Attorney for Defendant

Owens Corning Fiberglass

**CERTIFICATE OF SERVICE**

I hereby certify that a true copy of the foregoing document was mailed to the following counsel and/or party of record this 24th day of September, 1997.

**ATTORNEY FOR PLAINTIFF**

STEVEN WOLENS ESQUIRE

BARON & BUDD

THE CENTRUM

SUITE 1100

3102 OAK LAWN AVENUE

DALLAS TEXAS 75219

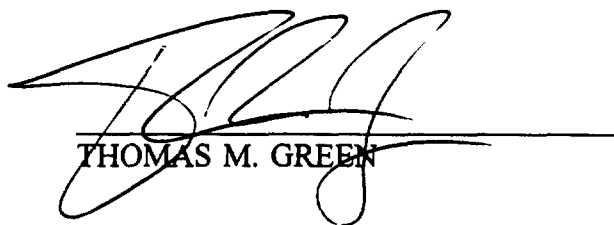
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THOMAS M. GREEN

**IN THE CIRCUIT COURT OF COMMON PLEAS  
BUTLER COUNTY, OHIO**

**ROGER DALE BLAKE, et al.**

**Plaintiffs,**

**v.**

**A-BEST PRODUCTS COMPANY, et al.,**

**Defendants.**

**CASE NO. CV96 01 0191  
(Hon. George Elliott)**

STATE OF OHIO

COUNTY OF LICKING

**AFFIDAVIT**

ROBERT C. MITCHELL, ESQ., being duly sworn, deposes and says that he is Senior Counsel for OWENS CORNING and that he verifies the foregoing Supplemental Responses to Plaintiffs' Master Set of Interrogatories, dated November 27, 1996, for and on behalf of OWENS CORNING and is duly authorized so to do; that the matters stated therein are not within the personal knowledge of deponent; and that the facts stated therein have been assembled by authorized employees and counsel of OWENS CORNING and deponent is informed that the facts stated therein are true.



Robert C. Mitchell, Esq.

Sworn to and subscribed before me on this 24th day of September 1997.



Notary Public

My Commission expires

JUDITH B. HOPKINS, Notary Public  
In and for the State of Ohio  
My Commission Expires Aug. 31, 2000