

**IN THE SUPERIOR COURT OF CLARKE COUNTY
STATE OF GEORGIA**

ANNA M. EVANS,

Plaintiff,

v.

GEORGIA-PACIFIC, LLC,
individually and as successor in interest
to Georgia-Pacific Corporation and
Bestwall Gypsum Company; UNION
CARBIDE CORPORATION; and JOHN
DOES NO. 1-10,

Defendants.

CIVIL ACTION FILE

NO. SU10CV-1212-S

**GEORGIA-PACIFIC LLC'S OBJECTIONS AND RESPONSES
TO PLAINTIFF'S INTERROGATORIES**

COMES NOW Defendant Georgia-Pacific LLC, f/k/a Georgia-Pacific Corporation ("Georgia-Pacific"), pursuant to the Georgia Civil Practice Act, and responds to Plaintiff's Interrogatories, as follows:

PRELIMINARY STATEMENT

Some of the events which may be relevant to the matters inquired into by these Interrogatories occurred more than forty (40) years ago. Many of the individuals who might have had personal knowledge of the matters to which Plaintiff's Interrogatories relate are deceased or are otherwise unavailable to Georgia-Pacific, and investigations to date indicate that at least some information and documents which might relate to matters inquired into by these Interrogatories may not have been retained pursuant to normal record retention policies or are otherwise unable to be found. Georgia-Pacific is engaged in a continuing investigation to locate or confirm the absence of such information.

Georgia-Pacific's Response to these Interrogatories is based upon reasonable investigation

and is believed to be accurate as of the date made. However, Georgia-Pacific's investigation of matters that may be relevant to these Interrogatories is continuing, and Georgia-Pacific cannot exclude the possibility that it may be able to obtain more complete information or even information which indicates that the Response being supplied is incorrect. In that event, Georgia-Pacific reserves the right to supplement this Response in accordance with the requirements of the Georgia Civil Practice Act.

GENERAL OBJECTIONS

Because of the nature of these Interrogatories, a number of objections (set forth below) ("General Objections") apply and are appropriate in response to many of the Interrogatories. To the extent there are additional specific objections not set out below which are appropriate for an individual Interrogatory, that additional objection will be set out in response to the Interrogatory.

Georgia-Pacific objects to these Interrogatories to the extent that they seek to impose an undue burden on Georgia-Pacific, seek discovery in violation of the attorney-client privilege, attorney work product doctrine and/or investigative privileges, or seek to require responses on behalf of other defendants, persons or entities. Georgia-Pacific also objects to these Interrogatories to the extent that they fail to relate to the relevant time periods, job sites, working conditions, alleged injuries or products at issue in this case and are, therefore, overly broad, unduly burdensome, misleading and seek discovery from Georgia-Pacific which is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence.

Specifically, Georgia-Pacific notes that Bestwall Gypsum Company ("Bestwall"), which Georgia-Pacific acquired in 1965, manufactured and sold products that contained asbestos as a constituent ingredient ("asbestos-containing products") beginning in 1956. Georgia-Pacific's Gypsum Division neither sold nor manufactured such products until the Company's acquisition of

Bestwall in 1965. Georgia-Pacific's Gypsum Division ceased the manufacture of all such products in 1977.

Georgia-Pacific is also aware of documents indicating shipments of asbestos to some of its non-Gypsum facilities. Most of these shipments consisted of small quantities of asbestos during limited time periods. Additional information may be located that will require supplementation of this Response. However, at this time, Georgia-Pacific believes that none of these shipments of raw asbestos or products that may have used these fibers are at issue in this case.

Georgia-Pacific, therefore, objects to responding to these Interrogatories to the extent that they seek information regarding any Bestwall or Georgia-Pacific Gypsum Division facility not involved in the manufacture or sale of asbestos-containing products or any time period before 1956 or after 1977, on the ground that such information is irrelevant to this litigation and not reasonably calculated to lead to the discovery of admissible evidence and that such a request is improperly and unnecessarily broad and burdensome. On the basis of these objections, unless otherwise stated, Georgia-Pacific's Response set out herein is limited to the time period during which Bestwall and Georgia-Pacific's Gypsum Division manufactured and/or distributed asbestos-containing products and to the relevant products and facilities. Georgia-Pacific also objects to these Interrogatories to the extent that they would require Georgia-Pacific to provide information that is as equally available to Plaintiff as to Georgia-Pacific, or seek information that is in published medical and scientific literature or is otherwise in the public domain.

Some of these Interrogatories call for Georgia-Pacific to characterize state of knowledge or awareness of another corporation at any given time with regard to a particular fact, event, or subject. Georgia-Pacific can respond to such requests, if at all, only by stating on information and belief the degree of knowledge of a particular fact, event or subject as held by another person or

entity at a particular time, and such response is in no way intended nor should it be deemed to constitute an acknowledgment by Georgia-Pacific that such knowledge is attributable to it.

Georgia-Pacific's Response is made without in any way waiving: (1) the right to object, on the grounds of competency, relevancy, materiality, hearsay or any other ground, to the admissibility or use of any such document or information for any purpose, in whole or in part, in any subsequent stage or proceeding in this action or any other action; or (2) the right to object on any and all grounds, at any time, to any other discovery procedure relating to the subject matter of these Interrogatories.

Georgia-Pacific objects to, and hereby incorporates by reference to, each of Plaintiff's Interrogatories on the foregoing and following grounds:

1. Georgia-Pacific objects to these Interrogatories to the extent that they seek information protected by the attorney-client privilege.
2. Georgia-Pacific objects to these Interrogatories to the extent that they seek information protected by the attorney work product doctrine, and any other statutory or common law privilege.
3. Georgia-Pacific objects generally to these Interrogatories to the extent that they purport to request information and documents not in the possession, custody, or control of Georgia-Pacific.
4. Georgia-Pacific objects to any Interrogatory which seeks information about any asbestos-containing products it may have manufactured or sold because Plaintiff has not produced any evidence of exposure to any Georgia-Pacific asbestos-containing product.
5. Georgia-Pacific objects to these Interrogatories to the extent that they are overly broad, unduly burdensome, vague, ambiguous, irrelevant to the subject matter of the litigation,

and not reasonably calculated to lead to the discovery of admissible evidence.

6. Georgia-Pacific objects to these Interrogatories on the ground that they exceed the scope of discovery permissible under the Georgia Civil Practice Act.

7. Georgia-Pacific objects to these Interrogatories on the ground that they are not limited to claims related to the use of Georgia-Pacific's products.

8. Georgia-Pacific objects to these Interrogatories on the ground that its investigation is continuing and reserves the right to supplement its response.

9. Georgia-Pacific objects to any production of documents requested herein, to the extent that such documents have been previously produced to Plaintiff's counsel.

SPECIFIC OBJECTIONS AND RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

Please describe Defendant's medical, safety, and industrial hygiene programs from the Defendant's inception through the current time. Specifically, please state when Defendant first established each of its medical departments, safety departments, and/or industrial hygiene departments. Please also provide the name or designation of each department. For each department identified in the response to this Interrogatory, please identify each person associated with the department, including, but not limited to, the director, manager, physician, nurse, medical personnel, safety engineer, industrial hygienist, safety personnel, and other employees in such department who were employed by Defendant or contracted with Defendant at any time.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 1 on the grounds that it is overly broad, unduly burdensome, vague, unlimited in time, and seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly to the extent it seeks information regarding years during which neither Bestwall nor Georgia-Pacific manufactured or sold asbestos-containing products, and as it seeks information regarding Georgia-Pacific manufacturing plants, as Plaintiff is not alleged to have been employed by

Georgia-Pacific nor to have otherwise worked at a Georgia-Pacific plant or manufacturing facility.

Subject to and without waiving these objections, Georgia-Pacific states that it never employed a full or part-time physician as part of its corporate or divisional staff. Georgia-Pacific has, however, consulted with numerous physicians regarding employee health matters at various manufacturing facilities. The following physicians contracted with Georgia-Pacific to perform examinations and testing of employees at Georgia-Pacific's joint system facilities, pursuant to OSHA regulations.

1. Dr. Marvin Amdur, The Industrial Medical Center, Buffalo, New York, conducted annual examinations of employees at Georgia-Pacific's joint systems facility at Akron, New York, including chest x-rays and pulmonary function tests, beginning in 1973.
2. Dr. Uljanov, Genesee Memorial Hospital Association, New York, conducted annual examinations of employees at Georgia-Pacific's Akron, New York facility, including chest x-rays and pulmonary function tests, beginning in 1973.
3. Dr. Thomas S. Caras, Marietta, GA, conducted annual examinations of employees at Georgia-Pacific's joint systems facility at Marietta, GA, including chest x-rays and pulmonary function tests, beginning in 1975.
4. Dr. Alba, Mary Washington Hospital, Fredericksburg, Virginia, conducted annual examinations of employees at Georgia-Pacific's joint systems facility at Milford, VA, including chest x-rays and pulmonary function tests, beginning in 1975.
5. Dr. Remick, Hammond Clinic, Muster, Indiana, conducted annual examinations of employees at Georgia-Pacific's joint systems facility at Chicago, IL, including chest x-rays and pulmonary function tests, in the 1970s.

6. Dr. Walter A. Brooks, Quanah Clinic, Quanah, Texas, conducted annual examinations of employees at Georgia-Pacific's joint systems facility at Acme, TX, including chest x-rays and pulmonary function tests, in 1971.

7. Dr. P.L. Salkeld, Quanah Clinic, Quanah, Texas, conducted annual examinations of employees at Georgia-Pacific's joint systems facility at Acme, TX, including chest x-rays and pulmonary function tests, in 1973.

Additionally, Georgia-Pacific states that three industrial hygienists have been employed by the Gypsum Division. Donald Olsen was hired in January 1979 and replaced by Steven Tochilin in October 1982. Mr. Tochilin was replaced by Rudi Fillingin in April 1988. All were assigned to Georgia-Pacific's corporate headquarters. However, none of these individuals was hired specifically to research, investigation or study asbestos or asbestos-related diseases.

Georgia-Pacific further states that during the years when Georgia-Pacific manufactured asbestos-containing products, each plant which used asbestos in manufacturing had a plant manager and/or safety director whose responsibilities included monitoring employee health and safety, including arranging for appropriate yearly health screenings pursuant to the requirements of OSHA. During these years, until 1974 when he retired, M.F. Fink (deceased) had responsibility for plant health and safety matters, including training of plant managers and/or plant safety directors in this regard. Also, during the years when Georgia-Pacific manufactured asbestos-containing products, Glenn E. Wilson (deceased), Senior Vice President of Georgia-Pacific's Gypsum and Roofing Division from 1968 to 1987, oversaw general matters relating to employee health and safety.

Georgia-Pacific also states that on June 25, 1974, Georgia-Pacific's Safety Procedure Manual became effective. The Manual included guidelines for safe handling of asbestos and for

dust monitoring at Georgia-Pacific's manufacturing facilities. In addition, Georgia-Pacific began regular medical surveillance of some employees with exposure to asbestos in 1971. Between 1973 and 1975, pursuant to OSHA regulations, Georgia-Pacific provided annual medical examinations to all such employees.

Lastly, Georgia-Pacific states that dry mix operators working at plants at which Georgia-Pacific's asbestos-containing products were manufactured were required to wear respirators beginning in 1973, and that plant managers were instructed to advise other employees to wear respirators and to provide such equipment that same year. Furthermore, Georgia-Pacific states that, from time to time, it contracted for air sampling and dust counts at its Gypsum Division manufacturing facilities where asbestos-containing products were produced.

Additional information responsive to this Interrogatory may be contained in Georgia-Pacific's collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 2:

Has Defendant ever been investigated or cited by OSHA or any other local, state, or federal governmental agency for any matter related to asbestos or asbestos exposure? If so, please provide the dates of such investigations, the results that were communicated to Defendant, and the remedial measures (if any) which were undertaken by Defendant.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 2 on the grounds that it is vague, ambiguous, overly broad and unduly burdensome. Georgia-Pacific also objects to this Interrogatory on the ground that it seeks information which is irrelevant and not reasonably calculated to lead to the

discovery of admissible evidence in this action, particularly as it seeks information regarding Georgia-Pacific manufacturing plants, as Plaintiff is not alleged to have been employed by Georgia-Pacific or to have otherwise worked at a Georgia-Pacific plant or manufacturing facility. Finally, Georgia-Pacific objects to this Interrogatory to the extent it seeks information which is protected from discovery by the attorney-client privilege and/or the attorney work product doctrine.

Subject to and without waiving these objections, Georgia-Pacific states that information responsive to this Interrogatory is contained in its collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 3:

Please identify each person who has supplied any information or assisted in locating any documents or tangible things used in answering or responding to all Asbestos discovery in this case, and provide a year-by-year list of all positions or job titles held by each person.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 3 on the grounds that it is overly broad, unduly burdensome and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action.

Subject to and without waiving these objections, Georgia-Pacific states that no one individual answered these Interrogatories. Rather, the responses are the result of many years of investigation and research by current and former employees of and attorneys for Georgia-Pacific. The burden and impracticality of attempting to identify each individual who has contributed to

the preparation of these responses over time outweighs any benefit to the parties of such information. The responses, however, have been verified and signed by Howard A. Schutte, former Vice President, Strategy and New Product Development, Georgia-Pacific Gypsum LLC, who is generally familiar with the statements made herein and able to confirm their accuracy based upon information that is available to him.

INTERROGATORY NO. 4:

When was the first time Defendant became familiar with the concept of a threshold limit value, or TL V, for airborne dust, and how was Defendant first made aware of this concept?

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 4 on the grounds that it is vague, ambiguous, overly broad, unduly burdensome, and to the extent that it seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action. Georgia-Pacific further objects to this Interrogatory to the extent it seeks information that is protected from disclosure by the attorney-client privilege and/or the attorney work product doctrine and to the extent that it seeks information which is within the purview of an expert medical witness. Georgia-Pacific also objects to this Interrogatory as calling for Georgia-Pacific to characterize the state of knowledge or awareness of a corporation or employee of that corporation at any given time with regard to any particular fact, event or subject matter. Georgia-Pacific further objects as this Interrogatory improperly calls for legal opinions and conclusions as to what constitutes knowledge by a corporation of a stated fact or condition.

Subject to and without waiving these objections, Georgia-Pacific states that it is aware of American Conference of Governmental Industrial Hygienists' (ACGIH) recommendations regarding threshold limit values (TLVs) for asbestos. However, Georgia-Pacific is unable to ascertain the exact date upon which, or the manner in which, it became aware of such

recommendations. Additional information responsive to this Interrogatory may be contained in Georgia-Pacific's collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 5:

Please identify each asbestos-containing product that Defendant mined, manufactured, marketed, produced, researched, sold, distributed, or patented at any time. For each product identified, please provide the following information:

- a. whether Defendant ever conducted any testing on the product to determine whether it posed any potential hazard to human or non-human health;
- b. the plant or facility where the product was mined, manufactured, produced, or researched;
- c. the foreseeable users and other potentially exposed persons of the product (such as smokers, sheetrock workers, floor tile installers, helpers, plasterers, drywall finishers, carpenters, supervisors, family members, people performing do-it-yourself home repairs or remodeling, bystanders, etc.);
- d. the physical and chemical composition of the product, including the type of asbestos contained in the product and the percentage or amount of asbestos in each product;
- e. the date the product was patented (if patented), placed on the market (if marketed), and the inclusive dates of the product's manufacture or sale (if manufactured or sold);
- f. the date Defendant stopped mining, manufacturing, marketing, producing, researching, selling, and/or distributing the product;
- g. the date the product was removed from the market (if marketed) and no longer sold or distributed and the reasons therefore;
- h. the date asbestos was removed from the product, if ever, and the reasons for removing it;
- i. the seller(s), distributor(s) and/or supplier(s) from whom Defendant purchased the asbestos used in each particular product, and the type (example: crocidolite, amosite, chrysotile) and quantity of asbestos Defendant purchased from the seller(s);
- j. a description of any warnings that Defendant placed on the product or its packaging, operating manuals, brochures, catalogs, or other related printed material. This description should include the precise language of the warning, the size of the warning, the location on the product or its packaging where the

warning was printed, and when the warning was first placed on the product.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 5 on the grounds that it is overly broad, unduly burdensome, compound, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly to the extent it seeks information regarding products, years, and circumstances of use and/or exposure not at issue in this case. Georgia-Pacific further objects to this Interrogatory on the grounds that it calls for the interpretation of medical or scientific data or opinions which are clearly within the province of an expert witness. Lastly, Georgia-Pacific objects to this Interrogatory to the extent it seeks information protected by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving these objections, Georgia-Pacific states that neither it nor Bestwall has ever been engaged in the business of mining, manufacturing, marketing, producing, researching, selling, distributing, or patenting raw asbestos. As noted in the Preliminary Statement above, Bestwall, which Georgia-Pacific acquired in 1965, manufactured asbestos-containing products beginning in 1956. Georgia-Pacific's Gypsum Division neither sold nor manufactured such products until the Company's acquisition of Bestwall in 1965, and Georgia-Pacific's Gypsum Division ceased the manufacture of the last of such products in 1977. Georgia-Pacific provides the information below regarding asbestos-containing products that Georgia-Pacific and/or Bestwall manufactured and/or sold, but by providing this information this Defendant does not admit that said product(s) were present at any of the alleged exposure sites in this case or that Plaintiff was exposed to said products.

ALL PURPOSE JOINT COMPOUND

Georgia-Pacific first placed All Purpose Joint Compound on the market for national distribution in 1967. Prior to that time, All Purpose Joint Compound may have been available for sale in limited areas. Georgia-Pacific first introduced asbestos-free All Purpose Joint Compound in 1973. The availability of asbestos-free and asbestos-containing formulations may have varied from state to state during the years 1973-1977. The last year that Georgia-Pacific manufactured asbestos-containing All Purpose Joint Compound was 1977. Georgia-Pacific continues to sell asbestos-free All Purpose Joint Compound. The product is a dry white or off-white powder used in wallboard construction to finish walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. All Purpose Joint Compound was packaged in bags. All Purpose Joint Compound contained 0-7% chrysotile fibers.

BEDDING COMPOUND

Bestwall first sold Bedding Compound in 1956, and Georgia-Pacific continued to manufacture Bedding Compound after it acquired Bestwall in 1965. Georgia-Pacific introduced an asbestos-free formula in 1973. The availability of asbestos-free and asbestos-containing formulations may have varied from state to state during the years 1973-1977. The last year that Georgia-Pacific manufactured asbestos-containing Bedding Compound was 1977. The product is a dry white or off-white powder used in wallboard construction to finish walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither

recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Bedding Compound was packaged in bags. Bedding Compound contained 0-7% chrysotile fibers.

CENTRAL MIX

The first year that Georgia-Pacific sold Central Mix was 1970. The last year that Georgia-Pacific manufactured asbestos-containing Central Mix was 1973. The product was a dry white or off-white powder used in wallboard construction to finish walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Central Mix was packaged in bags. Central Mix contained 3-7% chrysotile fibers.

DRYWALL ADHESIVE

Georgia-Pacific records indicate that asbestos-containing Drywall Adhesive was manufactured and marketed for sale for approximately a year beginning in 1972. The product came in the form of a paste and was designed to attach wallboard to wood studs. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Drywall Adhesive was packaged in tubes. Drywall Adhesive contained 0.8% chrysotile fibers.

JOINT COMPOUND

Bestwall first sold "Joint Compound," also sold as Joint System, Joint System Cement, and Joint System Compound, in 1956, and Georgia-Pacific continued to manufacture the product after it acquired Bestwall in 1965. Information suggests that after January 1975, though perhaps

as early as 1973, this product was no longer manufactured with asbestos as a constituent ingredient. The availability of asbestos-free and asbestos-containing formulations may have varied from state to state during these years. The product was a dry white or off-white powder used in wallboard construction to finish walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. This product was packaged in bags and boxes. Joint Compound contained 0-6% chrysotile fibers.

KALITE

Bestwall sold Kalite from 1956 to 1959. The product was a dry white or off-white powder intended to be used as an acoustical plaster. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Kalite was packaged in bags. Kalite contained 2.6% chrysotile fibers.

LAMINATING COMPOUND - READY MIX

Georgia-Pacific sold Laminating Compound - Ready Mix in 1969. The product came in paste form and was used to laminate wallboard. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. The packaging for this product is unknown. Laminating Compound - Ready Mix contained 0-4% chrysotile fibers.

LITE ACOUSTIC

Bestwall sold Lite Acoustic from 1958 to 1964. The product was a dry white or off-white powder intended for use as an acoustical plaster. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Lite Acoustic was packaged in bags. Lite Acoustic contained 25-29.09% chrysotile fibers.

PATCHING PLASTER

Bestwall first sold Patching Plaster in 1956, and Georgia-Pacific continued to manufacture Patching Plaster after it acquired Bestwall in 1965. Georgia-Pacific removed asbestos from Patching Plaster in 1975. The last year that Georgia-Pacific sold asbestos-containing Patching Plaster was approximately 1976. The product is a dry white or off-white powder that is used to patch certain plasters. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Patching Plaster was packaged in bags or boxes. Patching Plaster contained 0-2% chrysotile fibers.

READY MIX

Ready Mix was first sold by Bestwall in 1963, and Georgia-Pacific continued to manufacture Ready Mix after it acquired Bestwall in 1965. Georgia-Pacific introduced an asbestos-free formula in approximately 1973. The availability of asbestos-free and asbestos-containing formulations may have varied from state to state during the years 1973-1977. The last year that Georgia-Pacific manufactured asbestos-containing Ready Mix was 1977. Georgia-

Pacific continues to sell asbestos-free Ready Mix. The product is a paste used in wallboard construction to finish walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Ready Mix was packaged in boxes, buckets, or pails. Ready Mix contained 0-4.6% chrysotile fibers.

SPACKLING COMPOUND

Bestwall began selling Spackling Compound in 1956, and Georgia-Pacific continued to manufacture Spackling Compound after it acquired Bestwall in 1965, until 1970 or 1971. The product was a dry white or off-white powder used to patch or repair walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Spackling Compound was packaged in bags or boxes. Spackling Compound contained 5.5% chrysotile fibers.

SPEED SET/ONE DAY

Bestwall began selling One Day in 1963. Georgia-Pacific continued to manufacture and sell the product after it acquired Bestwall in 1965. The name of the product was changed to Speed Set in January 1970. Georgia-Pacific introduced asbestos-free Speed Set in May 1973. By October 1973, Speed Set was no longer manufactured using asbestos as a constituent ingredient. The product is a dry white or off-white powder used in wallboard construction to finish walls or ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the

maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Speed Set was packaged in bags. Speed Set contained 0-6.75% chrysotile fibers.

TEXTURE

Bestwall/Georgia-Pacific Texture was sold under various trade or brand names, including: Certex, Bestex, Wall Texture, Ceiling Texture/Perlite, Ceiling Texture/Vermiculite, and Ceiling Texture/Polystyrene. The first Texture was sold by Bestwall in 1956, and Georgia-Pacific continued to manufacture the product after it acquired Bestwall in 1965. Georgia-Pacific introduced asbestos-free Texture in 1972. The last year that Georgia-Pacific manufactured asbestos-containing Texture was approximately 1973. Georgia-Pacific continues to sell asbestos-free Texture. The product is a dry white or off-white powder used to give a textured, decorative appearance to walls or ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Texture was packaged in bags or boxes. Texture contained 0-15% chrysotile fibers.

TOPPING COMPOUND

Bestwall first sold Topping Compound in 1956, and Georgia-Pacific continued to manufacture Topping Compound after it acquired Bestwall in 1965. An asbestos-free formula was introduced in 1973. The availability of asbestos-free and asbestos-containing formulations may have varied from state to state during the years 1973-1977. The last year that Georgia-Pacific manufactured asbestos-containing Topping Compound was 1977. The product is a dry white or off-white powder used in wallboard construction to finish walls or ceilings. This

product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Topping Compound was packaged in bags. Topping Compound contained 0-7% chrysotile fibers.

TRIPLE DUTY JOINT COMPOUND

Georgia-Pacific has sold Triple Duty Joint Compound under the following brand/trade names: Triple Duty Joint Compound, Triple Duty Wallboard Joint Compound, and Triple Duty Joint Compound-Vinyl Based Adhesive. Georgia-Pacific first sold Triple Duty Joint Compound in 1965. Georgia-Pacific introduced asbestos-free Triple Duty Joint Compound in 1973. The availability of asbestos-free and asbestos-containing formulations may have varied from state to state during the years 1973-1977. The last year that Georgia-Pacific manufactured asbestos-containing Triple Duty Joint Compound was 1977. The product is a dry white or off-white powder used in wallboard construction to finish walls and ceilings. This product could not withstand high temperatures, moisture or excessive vibration. For these reasons, use of this product in industrial conditions or in the maritime industry was neither recommended nor foreseeable and, indeed, would have constituted a misuse of the product. Triple Duty Joint Compound was packaged in bags. Triple Duty Joint Compound contained 0-7% chrysotile fibers.

OTHER/ADDITIONAL INFORMATION

Based upon current information and knowledge to date, from approximately 1964 to 1974, Georgia-Pacific used chrysotile pellets, believed to have been supplied by Union Carbide, as an additive to certain paperboard produced at its Bellingham, Washington board mill, which

Georgia-Pacific did not sell directly to consumers, but rather sold to various converting companies. In addition, for a limited period of time, it appears that Georgia-Pacific used Union Carbide asbestos as an additive in several specialized grades of industrial resins. Although Plaintiff in this case has alleged no exposure to any such products, if necessary, Georgia-Pacific will supplement its response to this Interrogatory concerning these products as more information becomes available.

Furthermore, from time to time, some of Georgia-Pacific's Distribution Centers throughout the United States may have purchased and sold small quantities of asbestos-containing products manufactured by other companies. These products generally were limited to conventional building products and did not include commercial or industrial products, such as industrial insulation products, fire proofing, asbestos cloth, or raw asbestos. Some of the products known to have been sold through the Distribution Centers, but which were not manufactured by Georgia-Pacific or sold under the Georgia-Pacific label, include, but are not limited to, asbestos cement board manufactured by Johns-Manville, various roofing products containing asbestos from various manufacturers, and asbestos siding manufactured by Superdur (or perhaps Supradur) Corporation.

Under limited circumstances and in limited geographic areas, Georgia-Pacific may have rebranded joint systems products manufactured by others, including Kelly-Moore, with its name. Georgia-Pacific also states that it sold some roof coating products rebranded with its name beginning in approximately 1973 in a limited geographical area. Georgia-Pacific or Bestwall also sold a small amount of asbestos-containing joint systems products to Johns-Manville, Flintkote, and Big Horn Gypsum Company, which would have been sold under the buyers' labels for various time periods from the mid-1960s to mid-1970s.

Georgia-Pacific states that it purchased chrysotile fiber primarily from Johns-Manville, Union Carbide and a Carey entity in Canada (purchased through a distributor called George A. Rowley & Co., Inc.) for use in the manufacture of its limited line of products listed in response to this Interrogatory. However, Georgia-Pacific may have purchased chrysotile fiber from other companies from time to time.

Georgia-Pacific further states that, prior to the first sale of the limited number of asbestos-containing products set forth above, Georgia-Pacific did not know or have any reason to know that any ingredient in any product that it made could be hazardous. Accordingly, to the best of its knowledge, prior to placing certain of its products on the market, Georgia-Pacific did not conduct testing as described by this Interrogatory. When Georgia-Pacific first received information which suggested a potential health hazard associated with other asbestos-containing products used in the building construction industry, it began a reformulation program which resulted in the elimination of asbestos from its asbestos-containing products. The reformulation effort was directed by Glenn E. Wilson (deceased), Senior Vice President of Georgia-Pacific's Gypsum and Roofing Division from 1968 to 1987. As of 1977, Georgia-Pacific replaced asbestos in its products and ceased the manufacture of the last of its asbestos-containing products. In the course of that reformulation, many product tests were conducted.

By way of further response, in November, 1973, testing of asbestos-containing products similar to those manufactured by Georgia-Pacific was conducted through the Gypsum Association in which Georgia-Pacific was a member. The tests were conducted with OSHA approval. The results of the testing are contained in a report dated November 19, 1973 entitled "Evaluation of Exposure to Asbestos During Mixing and Sanding of Joint Compounds," which report was finalized and made available to members of the Gypsum Association in the spring of

1974.

Georgia-Pacific states that it was foreseeable that Georgia-Pacific's asbestos-containing joint systems products could be used by carpenters, plasterers and drywallers, or by persons performing plaster, wallboard construction or drywall work.

Georgia-Pacific provides the following information regarding its manufacturing facilities, subject to and without waiving these objections and without admitting that any product allegedly purchased by Plaintiff or to which Plaintiff was allegedly exposed was manufactured or assembled at any of the following locations:

- The plant in Acme, Texas has been in operation from 1956 through the present. It manufactured joint systems, Lite Acoustic, and Kalite as well as many products that did not contain asbestos.
- The plant in Akron, New York was in operation from 1956 through 1990. It manufactured joint systems, Lite Acoustic, Laminating Compound – Ready Mix, and Drywall Adhesive as well as many products that did not contain asbestos.
- The plant in Brunswick, Georgia has been in operation from 1959 through the present. It manufactured joint systems and Lite Acoustic as well as many products that did not contain asbestos.
- The plant in Chicago, Illinois was in operation from 1967 through 1981. It manufactured joint systems in addition to many products that did not contain asbestos.
- The plant in Fort Dodge, Iowa has been in operation from 1956 through the present. It manufactured joint systems and Lite Acoustic as well as many products that did not contain asbestos.

- The plant in Marietta, Georgia has been in operation from 1969 through the present. It manufactured joint systems in addition to many products that did not contain asbestos.
- The plant in Milford, Virginia has been in operation from 1973 through the present. It manufactured joint systems in addition to many products that did not contain asbestos.
- The plant in Blue Rapids, Kansas has been in operation from 1956 through the present. It manufactured joint systems and Lite Acoustic in addition to many products that did not contain asbestos.
- The plant in Sigurd, Utah has been in operation from 1956 through the present. It manufactured Lite Acoustic in addition to many products that did not contain asbestos.
- The plant in Grand Rapids, Michigan has been in operation from 1956 through the present. It manufactured Lite Acoustic in addition to many products that did not contain asbestos.

In further response to this Interrogatory, Georgia-Pacific states that it did not obtain patents for its limited number of asbestos-containing products.

Additional information responsive to this Interrogatory is contained in Georgia-Pacific's collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 6:

As to any asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant at any time, were such products ever further distributed, marketed, packaged, labeled, or sold by companies or individuals other than Defendant? If so, please identify such companies or individuals, provide the dates those companies or individuals further distributed, marketed, packaged, labeled, or sold Defendant's asbestos-containing products, and identify the specific asbestos-containing products involved.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 6 on the grounds that it is overly broad, vague, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products and time periods not at issue in this case.

Subject to and without waiving these objections, Georgia-Pacific states that it and/or Bestwall sold a small amount of asbestos-containing joint systems products to Johns-Manville, Flintkote, and Big Horn Gypsum Company, which would have been sold under the buyers' labels for various time periods from the mid-1960s to mid-1970s. Additional information responsive to this Interrogatory may be contained in Georgia-Pacific's collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 7:

As to each asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant at any time, was each such product generally expected to reach, or packaged to reach, the consumer or user without substantial change in the condition in which it was sold? If not, with respect to each such product, please explain in what way Defendant claims such product was to be altered or substantially changed after sale or distribution and before reaching the consumer or user.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 7 on the grounds that it overly broad, compound and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products not at issue in this case.

Subject to and without waiving these objections, Georgia-Pacific states it has never been engaged in the business of mining asbestos. Georgia-Pacific generally expected that its asbestos-containing joint systems products would reach the consumer or user without substantial change in the condition in which the products were sold.

INTERROGATORY NO. 8:

As to each asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant at any time, does Defendant contend that any of the products can be generally utilized without liberating asbestos fibers into the air? If so, please identify each such product, generally describe the intended use of the product, and explain how such use would not tend to liberate asbestos fibers into the air.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 8 on the ground that it is overly broad, unduly burdensome, compound, vague, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products and/or circumstances of exposure not at issue in this case. Georgia-Pacific also objects to this Interrogatory to the extent it seeks information which is protected from discovery by the attorney-client privilege and/or the attorney work product doctrine. Georgia-Pacific further objects to this Interrogatory to the extent that it seeks a scientific or medical opinion within the purview of an expert witness.

Subject to and without waiving these objections, Georgia-Pacific states that some

asbestos-containing products (such as Ready Mix) did not create dust during mixing or application. Sanding the applied joint compound products with sandpaper would create some dust, whereas brushing such products with a wet sponge would not. Once the product was properly applied and sanded, if desired, Georgia-Pacific is not aware of any dust being released from its asbestos-containing products.

INTERROGATORY NO. 9:

Was it foreseeable to Defendant, at the time each asbestos-containing product mined manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant was released for sale and distribution, that the product might be removed, stripped, ripped out, or replaced at some time after installation?

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 9 on the grounds that it is overly broad, unduly burdensome, compound, and vague and ambiguous in its use of the terms "removed," "stripped," "ripped out" and "replaced." Georgia-Pacific also objects to this Interrogatory to the extent that it seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products not at issue in this case. Georgia-Pacific further objects to this Interrogatory to the extent that it calls for a legal conclusion beyond the scope of admissible discovery.

Subject to and without waiving these objections, Georgia-Pacific states it has never been engaged in the business of mining asbestos. Georgia-Pacific states that its products could not be "removed," "stripped," "ripped out" or "replaced," as it understands these terms, short of demolishing a section of a wall or ceiling or an entire wall or ceiling, which would include destroying and removing all associated materials and products. Accordingly, Georgia-Pacific states that "removing," "stripping" or "replacing" its asbestos-containing products cannot be characterized as an anticipated or foreseeable use.

INTERROGATORY NO. 10:

Before 1970, did Defendant ever mine, manufacture, market, produce, research, sell, distribute, or patent any product which did not contain asbestos and which could be substituted for any asbestos-containing product? If so, please identify such asbestos-free product, and state the date such product was first placed on the market.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 10 on the grounds that it is overly broad, compound, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products not at issue in this case. Georgia-Pacific also objects to this Interrogatory to the extent that it calls for an expert or scientific opinion within the purview of an expert witness.

Subject to and without waiving these objections, Georgia-Pacific states that, in approximately 1970, when Georgia-Pacific first received information which suggested a potential health hazard associated with other asbestos-containing products used in the building construction industry, it immediately began a reformulation program which resulted in the elimination of asbestos from its asbestos-containing products. The reformulation effort was directed by Glenn E. Wilson (deceased), Senior Vice President of Georgia-Pacific's Gypsum and Roofing Division from 1968 to 1987. As of 1977, Georgia-Pacific replaced asbestos in its products and ceased the manufacture of asbestos-containing products.

By way of further response to this Interrogatory, Georgia-Pacific refers Plaintiff to its objections and response to Interrogatory No. 5, above, incorporated herein by reference.

INTERROGATORY NO. 11:

As to each asbestos-containing product mined, manufactured, marketed, produced, researched, sold, distributed, or patented by Defendant at any time, when did Defendant become aware of asbestos-free substitutes or alternatives for such product (e.g. mineral wool), regardless

of Defendant's belief of the viability of such substitutes or alternatives?

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 11 on the grounds that it is overly broad, vague, ambiguous, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products not at issue in this action. Georgia-Pacific also objects to this Interrogatory to the extent that it calls for an expert or scientific opinion within the purview of an expert witness.

Subject to and without waiving these objections, Georgia-Pacific states that it has never been engaged in the business of mining asbestos. Georgia-Pacific further states that it does not possess information regarding the specific date(s) upon which any of its employees may have learned of the existence of asbestos-free substitutes or alternative constituent ingredients for its products. No one substance was ever identified which could be used in place of asbestos in Georgia-Pacific's asbestos-containing products. By way of further response, Georgia-Pacific refers Plaintiff to its objections and response to Interrogatory No. 5, above, incorporated herein by reference. Additional information responsive to this Interrogatory may be contained in Georgia-Pacific's collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 12:

If it is your contention that you took the proper precautions to protect users of your asbestos-containing product(s) from potential hazards associated with the use of said asbestos containing-product(s), please identify any such precautions and actions taken by you.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 12 on the grounds that it is overly broad, compound, vague, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products not at issue in this case. Georgia-Pacific further objects to this Interrogatory to the extent that it seeks an opinion within the purview of an expert witness.

Subject to and without waiving these objections, Georgia-Pacific states that its product containers and product brochures have always included instructions for the appropriate use of the products. Georgia-Pacific further states that it began in 1973 using caution labels which were affixed to the containers of its asbestos-containing joint systems products as required by OSHA and discontinued labeling when asbestos was eliminated from its products, a process which was completed in 1977. The caution labels were worded, in accordance with OSHA recommendations as follows:

CAUTION

CONTAINS ASBESTOS FIBERS

AVOID CREATING DUST

BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

Where appropriate, the following additional language appeared on the label, beginning in 1974:

WHEN MIXING OR SANDING USE APPROVED RESPIRATOR

or

USE APPROVED RESPIRATOR WHEN SANDING.

A copy of this label is in the possession of Georgia-Pacific, and has previously been produced to Plaintiff's counsel in connection with productions of the entirety of Georgia-Pacific's collection of non-privileged corporate documents made to Plaintiff's counsel in other matters.

Packaging for the asbestos-containing products which Georgia-Pacific ceased manufacturing prior to 1973 (Kalite, Laminating Compound – Ready Mix, Lite Acoustic, and Spackling Compound) did not contain a caution concerning asbestos content. It is unknown whether Drywall Adhesive packaging included a caution concerning its asbestos content. The various caution labels measured approximately 1 1/2" x 1/2"; 2" x 3 1/2"; 1 1/2" x 9"; and 2" x 5".

Georgia-Pacific also refers Plaintiff to its objections and responses to Interrogatory Nos. 1 and 10, above, incorporated herein by reference.

Additional information responsive to this Interrogatory may be contained in Georgia-Pacific's collection of non-privileged corporate documents relating to its asbestos-containing products. As noted in response to Plaintiff's Requests for Production of Documents to Georgia-Pacific, the entire collection of these documents have been produced to Plaintiff's counsel (for inspection and also copies have been previously sent to Plaintiff's counsel on CD) in connection with other cases.

INTERROGATORY NO. 13:

Please state the factual and legal basis for any defenses you intend to assert in this case.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 13 to the extent it is vague, ambiguous, overly broad, unduly burdensome, is premature, and calls for legal conclusions. Georgia-Pacific further objects to this Interrogatory to the extent it seeks information protected from disclosure by the attorney-client privilege and/or attorney work product doctrine.

Subject to and without waiving these objections, Georgia-Pacific responds that as expert discovery in this matter is ongoing, it cannot fully respond to this Interrogatory at this time. However, Georgia-Pacific likely intends to assert that Plaintiff's recollection of alleged exposure to Georgia-Pacific joint compound is incorrect and that Plaintiff's illness is idiopathic in nature or was the result of her exposure to other asbestos-containing products and that the jury, pursuant to O.C.G.A. § 51-12-33, should apportion fault to those entities proved to be at fault in causing or contributing to the development of her disease.

INTERROGATORY NO. 14:

Please state whether past sales, purchases, or exchanges of asbestos-containing products, took place with any employer, jobsite, or distributor thereto of the Plaintiff. If so, please describe the dates and products and amounts of all sales, purchases or exchanges of asbestos containing products. Also provide the identities and contact information of all of your present or past employees or representatives having knowledge regarding such sales, purchases or exchanges.

RESPONSE:

Georgia-Pacific objects to Interrogatory No. 14 on the grounds that it is vague, ambiguous, overly broad, unlimited in time, and unduly burdensome. Georgia-Pacific further objects to this Interrogatory to the extent that it seeks information which is commercially sensitive and/or information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this action, particularly as it seeks information regarding products not at issue in this case.

Subject to and without waiving these objections, Georgia-Pacific states that Plaintiff has not identified, through deposition testimony or discovery responses or otherwise, the supplier for any alleged work performed at any jobsite or exposure site identified in this case. Plaintiff alleges that work was performed, at several buildings on the University of Georgia campus, by University "Physical Plant" workers. Georgia-Pacific does not possess information regarding the

entities from which the "Physical Plant" may have purchased products. Plaintiff identified Denny Hill as the contractor/developer for the homes (including her own) in the Snapfinger Woods Subdivision in Athens, Georgia. According to Denny Hill, drywall products purchased for use on Plaintiff's home and on other homes in the subdivision would have been bought from Farmer's Hardware of Athens, Georgia. Georgia-Pacific has not been able to locate any records of sales of Ready Mix joint compound to Farmer's Hardware of Athens, Georgia during the timeframe Plaintiff alleges that her home in Snapfinger Woods was constructed. At the request of Plaintiff's counsel, however, Georgia-Pacific will make available for inspection and copying in Atlanta, Georgia its collection of sales records which it believes to encompass the geographic area at issue in this matter.

INTERROGATORY NO. 15:

Please identify any and all documents, including but not limited to, invoices, billing records, sales records, contracts, or any other like document that reflect the distribution of your product to any supply house, distributor or job site identified by Plaintiff, including, but not limited to, the University of Georgia and Farmers Hardware in Athens, Georgia.

RESPONSE:

Georgia-Pacific refers Plaintiff to its objections and response to Interrogatory No. 14, above, incorporated herein by reference.

Georgia-Pacific reserves the right to modify, alter, amend and/or supplement these Objections and Responses to Plaintiff's Interrogatories as deemed necessary by this Defendant and/or as is required by the Georgia Civil Practice Act.

This 25th day of April, 2011.



Lee Ann Anand
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**IN THE SUPERIOR COURT OF CLARKE COUNTY
STATE OF GEORGIA**

ANNA M. EVANS,

Plaintiff,

v.

**GEORGIA-PACIFIC, LLC,
individually and as successor in interest
to Georgia-Pacific Corporation and
Bestwall Gypsum Company; UNION
CARBIDE CORPORATION; and JOHN
DOES NO. 1-10,**

Defendants.

CIVIL ACTION FILE

NO. SU10CV-1212-S

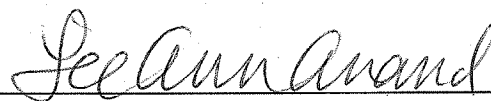
CERTIFICATE OF SERVICE

This is to certify that I have this day served a true and correct copy of the foregoing **DEFENDANT GEORGIA-PACIFIC, LLC's OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST INTERROGATORIES** via electronic mail (with an offer to send the same pleadings via U.S. Mail) to ensure delivery to the following counsel for Plaintiffs listed below and by serving all known defense counsel of record via email:

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Ian Cloud, Esq.
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Houston, TX 77046

This 25th day of April, 2011.

A handwritten signature in cursive script, reading "Lee Ann Anand", positioned above a horizontal line.

LEE ANN ANAND

Georgia Bar No. 004922

Attorney for Georgia-Pacific, LLC

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