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EXHIBIT H

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PACCAR Inc

CHARLES W. DICKINSON AND
MICHELLE A. DICKINSON

v.

PACCAR INC., and its unincorporated divisions,
Kenworth Truck Company and Peterbilt Motors Co.,
ET AL.

PHILADELPHIA COUNTY
COURT OF COMMON PLEAS

FEBRUARY TERM, 2022
NO. 0935

ASBESTOS CASE

**DEFENDANT PACCAR INC'S OBJECTIONS AND RESPONSES TO PLAINTIFFS'
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS
DIRECTED TO DEFENDANT, PACCAR INC**

TO: Jenna Kristal Egner, Esquire
Maune Raichle Hartley French & Mudd, LLC
230 S. Broad Street, Suite 1010
Philadelphia, PA 19102

COMES NOW Defendant PACCAR Inc ("PACCAR") and serves its Objections and Responses to Plaintiffs' Interrogatories and Requests for Production of Documents to PACCAR (the "Requests") and states as follows:

The discovery responses that follow are based on the knowledge and information possessed by PACCAR's attorneys and their agents and staff, unless otherwise privileged, as well as knowledge and information known to PACCAR. PACCAR may not have any knowledge or information concerning a particular Request. Verification by PACCAR is not an indication that PACCAR has any knowledge, personal or otherwise, concerning any particular Response which has been provided.

Moreover, the language and word usage in the answers to these Requests include that of PACCAR's attorneys. As a result, some or all of these answers may not be in the words or language which PACCAR itself might use.

PRELIMINARY STATEMENT

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

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

DEFINITIONS AND INSTRUCTIONS

Plaintiffs' definitions and instructions are not repeated herein for the sake of brevity. PACCAR objects to Plaintiffs' definitions and instructions to the extent they are overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. PACCAR further objects to Plaintiffs' definitions and instructions to the extent they

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

GENERAL OBJECTIONS

- (a) PACCAR objects to Plaintiffs' Requests to the extent that they seek corporate "knowledge," as it is impossible for PACCAR to set forth the collective knowledge of all of its past or present employees. PACCAR reserves the right to revise, correct, supplement and/or amend its discovery responses to provide information discovered subsequent to the responses contained herein. PACCAR asserts the following objections and incorporates each by reference into each and every Response to Plaintiffs' Requests set forth herein:
- (b) PACCAR asserts the right to object on the grounds of competency, privilege, relevancy, materiality, or any other proper ground, to the use of any said discovery response for any purpose, in whole or in part, in any subsequent step or proceeding in this litigation.
- (c) PACCAR asserts the right to object on any other ground to other requests or other discovery procedures involving or relating to the subject matter of the Requests answered herein.
- (d) PACCAR asserts the right to revise, correct, supplement, or clarify any of its discovery responses set forth herein at any time, and PACCAR reserves the right to object to the use of these discovery responses at trial or any other proceeding as deemed necessary and appropriate by PACCAR.
- (e) PACCAR objects to the extent Plaintiffs seek documents no longer in PACCAR's possession. PACCAR's document retention policy is 7 years, save for documents that fall under

specific categories. As such, PACCAR may no longer possess documents responsive to certain Requests.

- (f) PACCAR objects to Plaintiffs' Requests to the extent that they involve matters outside of the geographical area at issue in this litigation and limits its discovery responses to said area.
- (g) Furthermore, these Requests ask PACCAR to disclose information—most of which may no longer exist or may not be readily available—that is unrelated to the products at issue in this case. Such information is also unrelated to the locations at which Plaintiffs may have used any PACCAR product, the conditions under which Plaintiffs may have used any PACCAR product, the time period during which Plaintiffs may have used any PACCAR product, or the time period during which Plaintiffs allege exposure to any PACCAR product. Thus, Plaintiffs' Requests seek information which is neither material nor relevant to the issues in this litigation, are overbroad in time, scope and location, and are otherwise not reasonably calculated to lead to the discovery of admissible evidence.
- (h) Plaintiffs' Requests are oppressive, burdensome, and would require PACCAR to undertake a massive and extraordinary document search, the results of which would have little to no demonstrable bearing on this litigation in light of the alleged exposure. Moreover, many of these Requests are not susceptible to a response because they request information which dates back many years and is now virtually impossible for PACCAR to reconstruct or retrieve in its entirety.
- (i) PACCAR objects to Plaintiffs' Requests because they were propounded to harass and coerce a settlement despite the lack, or complete absence, of verifiable product identification, and the lack of evidence of injury as a result of alleged exposure to, or use of, any product which PACCAR may or may not have manufactured.

- (j) PACCAR objects to these Plaintiffs' Requests because they are propounded for an additional improper purpose, namely as a "fishing expedition" for the purposes of obtaining information that may be taken out of context by Plaintiffs' counsel to create allegations against PACCAR where none may legitimately exist.
- (k) PACCAR objects to Plaintiffs' Requests as overbroad in that they seek information from entities other than itself or its predecessors. PACCAR, over the course of its long history, has owned several businesses, which are not involved in the instant litigation. Therefore, all references in Plaintiffs' Requests to "DEFENDANT," "YOU," or "YOUR" and the like are assumed to refer only to PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company.
- (l) PACCAR objects to each and every Request that seeks production of any information constituting a trade secret, confidential financial data or other confidential research, development, or commercial information.
- (m) PACCAR objects to each and every Request that seeks production of any information constituting a trade secret, confidential financial data or other confidential research, development, or commercial information.
- (n) PACCAR objects to Plaintiffs' Requests as argumentative because they assume that a health hazard is created by the PACCAR products that may have incorporated asbestos-containing component parts, which PACCAR denies.
- (o) PACCAR objects to Plaintiffs' Requests on the basis that they are vague and ambiguous. Requests relating to certain diseases fail to provide facts relating to the amount of exposure, duration of exposure, fiber type in exposure, and latency period.

- (p) PACCAR objects to Plaintiffs' Requests in that they tend to group together all of Defendants in this litigation, and are therefore overbroad, unduly burdensome, harassing and not calculated to lead to the discovery of relevant and material evidence.
- (q) PACCAR objects to each and every Request that calls for either pure speculation or legal conclusions on the part of PACCAR.
- (r) PACCAR objects to each and every Request that calls for a medical conclusion beyond the scope of PACCAR's knowledge and/or capability.
- (s) PACCAR objects to each and every Request that purports to impose any obligations on it that are not set forth in the Pennsylvania Code of Civil Procedure or the Pennsylvania Supreme Court Rules.
- (t) PACCAR objects to each and every Request that seeks information protected by the attorney-client privilege or attorney work product doctrine.
- (u) PACCAR objects to each and every Request that seeks disclosure of information generated by persons other than PACCAR that has come into the possession of PACCAR's counsel during the course of discovery and trial preparation in asbestos-related litigation.
- (v) PACCAR objects to each and every Request that seeks information for any time period unrelated to Plaintiffs' alleged exposure.
- (w) PACCAR objects to each and every Request that seeks information that is not under PACCAR's custody or control or which is within the public domain or otherwise equally available to Plaintiffs or their counsel.

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

OBJECTIONS AND RESPONSES TO PLAINTIFFS' INTERROGATORIES

INTERROGATORY NO. 1:

With respect to the individual verifying these answers on your behalf, state the following:

- a. their name;
- b. their present business address;
- c. their present job title;
- d. their date of employment with you, each job title they held while they were employed.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to the extent this Interrogatory seeks private information of individuals that are not parties to this litigation.

Subject to and without waiving the foregoing objections, PACCAR prepared its Answers to Plaintiffs' Interrogatories, and Requests for Production with the assistance of counsel. No single employee, officer, or agent of PACCAR has firsthand knowledge regarding each and every response. The following responses were prepared based upon the review of various documents and discussions with various individuals over the course of many years. Because many of the subjects of inquiry occurred, in some instances, more than several decades ago, it is extremely difficult to pinpoint with any degree of accuracy when certain information was obtained or the identities of the individuals who may have located the information. Rod Curbo, PACCAR's corporate representative, has verified these answers and has supplied responsive information. Mr. Curbo's knowledge is based on his experience with the company and his conversations over the years with various Peterbilt and Kenworth personnel.

INTERROGATORY NO. 2:

State whether you are a corporation. If so, state:

- a. Your full corporate name;
- b. the state of incorporation;
- c. the date of incorporation;
- d. the address of your principal place of business.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. Furthermore, PACCAR objects to the extent that this Request seeks information that is within the public domain or otherwise equally available to Plaintiffs or their counsel.

Subject to and without waiving the foregoing objections, this Defendant's name is PACCAR Inc (no punctuation). PACCAR is incorporated in Delaware with its principal place of business at 777 106th Avenue, Bellevue, Washington 98004.

INTERROGATORY NO. 3:

Has this Defendant ever been identified, known, or done business under any other name? If so, please state such name or names and the time period during which this Defendant was so known or

identified.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company.

Subject to and without waiving the foregoing objections, PACCAR's predecessor, Pacific Car & Foundry was first incorporated in 1905 as the Seattle Car Manufacturing Company (a manufacturer of railroad cars for the logging industry). In 1911, Seattle Car changed its name to Seattle Car & Foundry which, in turn, was renamed Pacific Car & Foundry in 1917. Pacific Car & Foundry acquired Kenworth in 1945 and Peterbilt in 1958. PACCAR was originally incorporated in 1971 as a subsidiary of Pacific Car & Foundry Co. In January of 1972, Pacific Car & Foundry Co. was merged into PACCAR.

INTERROGATORY NO. 4:

Does this Defendant currently have, or has this Defendant had a department, division, subdivision, branch or group responsible for the design, development, manufacture, testing and use of asbestos- containing product(s). If so, state:

- a. the name of each present or former corporate division, subdivision, branch or group;
- b. the identity of the person most knowledgeable about such department, division, subdivision, branch or group.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson

had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent that this Interrogatory implies that PACCAR had a duty to conduct or contribute to the conducting of any sampling, analyses, studies or testing of any product, which allegedly contained asbestos and was manufactured by another company. PACCAR also objects to the extent this Interrogatory seeks private information of individuals that are not parties to this litigation. PACCAR further objects that this Interrogatory is confusing as drafted given that it does not refer to any particular product.

Subject to and without waiving the foregoing objections, PACCAR states that David J. Bissonnette was the Manager of Industrial Hygiene and Safety from 1975-2000. PACCAR is aware of air-sampling testing conducted between 1976 and 1987 by David Bissonnette, CIH. PACCAR's knowledge concerning the details of these tests are limited, however, PACCAR is aware that Mr. Bissonnette had a three-step process that he enumerated in a 1976 presentation: (1) identify a POSSIBLE hazard; (2) evaluate the POSSIBLE hazard; (3) if the evaluation shows that there is a hazard, put controls in place. Mr. Bissonnette's testing revealed there were no hazards to mechanics performing automotive work.

INTERROGATORY NO. 5:

Has this Defendant engaged in the manufacturing, marketing, or sale of vehicles under the brand names Kenworth and Peterbilt including trucks, tractors, trailers, and engines, or replacement parts for these vehicles including gaskets, brakes, and clutches? If so, please state:

- a. the date(s) this Defendant first manufactured, marketed, or sold this type of product;
- b. the date(s) this Defendant ceased the manufacturing, marketing, or selling of this type of product;
- c. a generic description of the chemical composition of each type of product, including:
- d. the nature of each type of product;
- e. a description of any coloring, wording, marking, and/or logo on each type of product;
- f. the recommended use(s) of each type of product, including temperature limits
- g. the name(s) of the purchaser(s) of this type of product;
- h. the identity of the person(s) most knowledgeable concerning the manufacture of this type of product.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by

PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR states that Build Sheets for trucks assembled prior to 1988 are on microfiche and microfilm. For those microfiche and microfilm in PACCAR's possession, PACCAR stores the aforementioned microfiche related to Kenworth trucks in Washington and microfiche related to Peterbilt trucks in Texas. PACCAR also possesses Peterbilt Build Sheets on microfilm for trucks assembled prior to 1972. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified. PACCAR can make these microfiche and microfilm available for physical review and/or copying at a mutually convenient time at Plaintiffs' expense. Build Sheets previously kept on microfiche and converted to electronic format for Kenworth and Peterbilt trucks assembled prior to 1988 are stored as TIFF (tagged image file format) files. For Kenworth vehicles, these digitized Build Sheets are for trucks assembled from the late 1960's to 1987. For Peterbilt vehicles, these digitized Build Sheets are for trucks assembled from the early 1970's to 1987. PACCAR can make all TIFF files available to Plaintiffs, at Plaintiffs' expense, upon reasonable notice. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified. Additionally, Build Sheets for trucks assembled from 1988 to the present are available electronically in vertical bar delimited text files. PACCAR can make these vertical bar delimited text files available to Plaintiffs, at Plaintiffs' expense, upon reasonable notice. Discovery is ongoing and PACCAR reserves the right to supplement or amend its Answer.

INTERROGATORY NO. 6:

Has this Defendant sold or otherwise distributed asbestos-containing vehicles under the brand names Kenworth and Peterbilt including trucks, tractors, trailers, and engines, or replacement parts for these vehicles including gaskets, brakes, and clutches to any of Plaintiff's employers and/or worksites as identified in Plaintiff's Complaint, Responses to Interrogatories, and deposition testimony, i.e. Beacon Container, D&D Collision Services in Elverson, PA and Pottstown, PA, Dotter Auto Body in Pottstown, PA, Mrs. Smith's Pie Company in Pottstown, PA, and Reading Crane & Hoist? If so, state:

- a. the date of sale or purchase of said products;
- b. the intended use of such products;
- c. the identity of the custodian or records of such purchase(s) or acquisition(s).

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Interrogatory is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

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

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

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

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

Answering further, PACCAR's primary suppliers of axles and brake assemblies during the relevant time period were Eaton and Rockwell. Upon information and belief, Eaton and Rockwell brake assemblies typically contained linings manufactured by Abex and Carlisle. Abex and Carlisle did not supply brakes directly to PACCAR, rather they supplied PACCAR's brake suppliers with brakes. Further, PACCAR has no way of knowing if these brakes linings contained asbestos since that information is proprietary to those brake lining manufacturers. PACCAR's primary suppliers of engines during the relevant time period were Cummins, Caterpillar, and Detroit Diesel. PACCAR's primary supplier of clutches during the relevant time period was Spicer.

Answering further, PACCAR's heavy duty trucks were stamped or otherwise identified with the company name and logo, that is "Kenworth," "KW," or "Peterbilt." Answering further, PACCAR's Kenworth and Peterbilt heavy-duty trucks were assembled in various locations. These locations include, but are not limited to the following: Kansas City, Missouri (1964-1986); Chillicothe, Ohio (opened in 1973); Denton, Texas (opened in 1980); Nashville, Tennessee (opened in 1969, stopped assembling trucks in 2008, and closed in 2009); Renton, Washington (plant opened in 1993); Newark, California (plant closed in 1986); Oakland, California (plant closed in 1960); Mexicali, Mexico; St. Therese, Montreal; and Seattle, Washington (from 1945, the time PACCAR purchased Kenworth, until the facility closed in 2001).

Finally, PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions sold their trucks to independently-owned authorized dealerships, not end-users. To the best of PACCAR's knowledge, no witness in this case has identified any of "Plaintiff's employers and/or worksites" as a truck dealership. PACCAR reserves the right to amend these responses if new or additional information becomes available to it. Discovery is ongoing and PACCAR reserves the right to supplement or amend its Answer.

INTERROGATORY NO. 7:

Has this Defendant applied for and/or received any patent(s) for any Kenworth and/or Peterbilt trucks, tractors, trailers, engines, gaskets, brakes, and/or clutches containing asbestos? If so for each product, please state:

- a. the product for which each patent was applied and/or issued;
- b. the date(s) of application;
- c. the date(s) or issuance of the patent(s) if granted;
- d. the date(s) of renewal, if any;
- e. the patent number(s).

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. This Interrogatory is inappropriately directed to PACCAR and should, instead, be addressed to the component part manufacturers, who are in a better position to respond regarding their asbestos-containing products.

Subject to and without waiving objection, to the best of PACCAR's knowledge, no, but investigation is on-going and PACCAR reserves the right to supplement and amend if further information is discovered.

INTERROGATORY NO. 8:

Has this Defendant ever provided testimony in a deposition or at trial in any asbestos litigation lawsuit involving Kenworth and/or Peterbilt? If so, then state:

- a. The name of the case;
- b. The state and county of filing and associated case number(s);

- c. The date(s) of deposition or trial testimony;
- d. The name and address of plaintiffs' counsel of records;
- e. The name and address of the court reporter.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* Additionally, PACCAR objects to the extent that this Interrogatory is not relevant to the Plaintiffs, products, facilities, locations and/or circumstances at issue in this litigation, and to the extent it seeks information not reasonably calculated to lead to the discovery of admissible evidence. Furthermore, PACCAR objects to the extent that this Request seeks information that is within the public domain or otherwise equally available to Plaintiffs or their counsel. PACCAR further objects that this Interrogatory is confusing as drafted given that it does not refer to any particular product.

Subject to and without waiving objection, yes:

- (a) Malvin Rivenbark & Mary Ann Rivenbark v. Fireboard Corp, et al.
- (b) Alameda County, CA, Case No. 711462-9
- (c) August 26, 1993
- (d) Kazan, McClain, Edises, & Simon, 171 12th Street, 3rd Floor, Oakland, CA 94607
- (e) Aiken & Welch, Inc., One Kaiser Plaza, Suite 505, Oakland, CA 94612

- (a) Richard Johnston v. Bondex International, Inc.
- (b) King County, Washington, Case No. 08-2-03325-2SEA
- (c) December 23, 2008
- (d) Simon, Eddins & Greenstone, LLP, 301 East Ocean Blvd., Suite 1950, Long Beach, CA 90802
- (e) Legal Eyes, Inc., 1701 N. Locust St., Denton, TX

- (a) Willie and Betty Martin v. A.W. Chesterton Company, et al.
- (b) Los Angeles County, CA, Case No. BC378790
- (c) April 28, 2009
- (d) Keller, Fishback & Jackson, LLP, 18425 Burbank Blvd., Suite 610, Tarzana, CA 91356
- (e) Advantage Court Reporters, 18401 Burbank Blvd., Tarzana, CA 91356

- (a) Marlene Goebel, et al. v. Bondex International, Inc. et al.
- (b) Los Angeles County, CA, Case No. BC390954
- (c) June 25, 2009

- (d) Waters Kraus & Paul, 3219 McKinney Avenue, Dallas, TX 75204
 - (e) Byers & Anderson, Inc., One Union Square, 600 University St., Suite 2300, Seattle, WA 98101
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- (a) Billy Johnson v. Advocate Mines
 - (b) San Francisco County, CA, Case No. CGC-10-275528
 - (c) October 1, 2010 and November 9, 2010
 - (d) The Farisse Law Firm, 11900 W. Olympic Blvd., Suite 580, Los Angeles, CA 90064
 - (e) Byers & Anderson, Inc., One Union Square, 600 University St., Suite 2300, Seattle, WA 98101
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- (a) Chester E. Morrison and Dianne Morrison v. Alfa Laval, Inc., et al.
 - (b) Los Angeles County, CA, Case No. BC441029
 - (c) February 24, 2011
 - (d) The Lanier Law Firm, 2049 Century Park East, Suite 1940, Los Angeles, CA 90067
 - (e) HG Litigation Services, 2501 Oak Lawn Avenue, Suite 600, Dallas, TX 75219
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- (a) Terrance Obney v. AK Steel Corporation, et al.
 - (b) Allegheny County, PA, Case No. 10-017444
 - (c) August 30, 2011
 - (d) Savinis, D'Amico & Kane, LLP, Suite 3626, Gulf Tower, Pittsburgh, PA 15219
 - (e) Network Deposition Services, Suite 1101, Gulf Tower, Pittsburgh, PA 15219
-
- (a) Michael Otis and Cheryl Otis v. Air & Liquid Systems Corp., et al.
 - (b) Multnomah County, OR, Case No. 1307-10088
 - (c) April 9, 2014 and April 23, 2014
 - (d) Waters Kraus & Paul, 3219 McKinney Avenue, Dallas, TX 75204
 - (e) HG Litigation Services, 2501 Oak Lawn Avenue, Dallas, TX 75219
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- (a) Felicitas Salas, et al. v. AGCO Corp., et al.
 - (b) Los Angeles County, CA, Case No. BC 531832
 - (c) June 16, 2014 and June 17, 2014
 - (d) Keller, Fishback, & Jackson, LLP, 28720 Canwood St., Suite 200, Agoura Hills, CA 91301
 - (e) Advantage Court Reporters, 445 S. Figueroa St., 23rd Floor, Los Angeles, CA 90017
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- (a) Robert Weiner & Leona Weiner v. 3M Company, et al.
 - (b) Middlesex County, Commonwealth of Massachusetts, C.A. No. 14-6723
 - (c) March 19, 2015
 - (d) The Deaton Law Firm, 450 N. Broadway, East Providence, RI 02914

- (e) Eppley Court Reporting, LLC, P.O. Box 382, Hopedale, MA 01747
- (a) Warren T. Doyle v. 3M Company, et al.
- (b) Ramsey County, MN, Court File No.: 62-CV-15-6382
- (c) September 29, 2016
- (d) Karst & Von Oiste, LLP, 19500 State Highway 249, Suite 420, Houston, TX 77070
- (e) Infinity Reporting Group, LLC, 1502 Park Harbor Estates Drive, Houston, TX 77084
- (a) Barbara J. Ogg, as Surviving Spouse and as Administratrix of the Estate of Charles Ogg, deceased, and Darrell E. Ogg and Cindy L. Spence as Surviving Children v. The Ford Motor Company, et al.
- (b) New Castle County, DE, Case No. N15C-07-160 ASB
- (c) May 1, 2018
- (d) Cappolino, Dodd, Krebs, LLP, 312 S Houston Ave., Cameron, TX 76520
- (e) Infinity Reporting Group, LLC, 1502 Park Harbor Estates Dr., Houston, TX 77084
- (a) Charles French and Victoria French v. ArvinMeritor, Inc., et al.
- (b) McLean County, IL, Case No. 17-L-00067
- (c) July 25, 2018
- (d) Wylder Corwin & Kelly, 207 E. Washington St., Suite 102, Bloomington, IL 61701
- (e) Anchor Reporting, Inc., P.O. Box 25471, Decatur, IL 62525
- (a) Pearl Tart, Crystal Booker, Cynthia Wilson, Wesley Wilson, as individuals and legal heirs at law of John Tart v. Borg-Warner Corporation, by its successor in interest, BorgWarner Morse Tec Inc., et al.
- (b) Los Angeles County, CA, Case No. BC660434/JCCP4674
- (c) October 18, 2018
- (d) Robins Cloud, LLP, 808 Wilshire Blvd., Suite 450, Santa Monica, CA 90401
- (e) HG Litigation Services, 2501 Oak Lawn Ave., Suite 600, Dallas, TX 75219
- (a) Steven Donovan and Brenda Donovan, Lyle Staley and Susan Staley v. ArvinMeritor, Inc., et al.
- (b) McLean County, IL, Case No. 18-L-64
- (c) February 26, 2019
- (d) Wylder Corwin Kelly, LLP, 207 East Washington St., Suite 102, Bloomington, IL 61701
- (e) Anchor Reporting, Inc., P.O. Box 25471, Decatur, IL 62525
- (a) Jeffrey Richard Henry, Individually and as Trustee for the next-of-kin for Richard Henry, Deceased v. Ford Motor Company, et al.
- (b) Ramsey County, MN, Court File No.: 62-CV-15-7775

- (c) July 31, 2019
 - (d) Dean Omar Branham Shirley, 302 North Market St., Suite 300, Dallas, TX 75202
 - (e) U.S. Legal Support, 5910 North Central Expressway, Suite 100, Dallas, TX 75206
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- (a) Robert Skelton, Individually and as Successor in Interest to Wanda Skelton, Deceased; and Gary Skelton, an Individual; Jerry Skelton, an Individually v. Allied Fluid Products Corp., et al.
 - (b) Alameda County, CA, Case No. RG-17868697
 - (c) October 3, 2019
 - (d) Weitz & Luxenburg, PC, 1880 Century Park East, Suite 700, Los Angeles, CA 90067
 - (e) Priority-One Court Reporting Services, Inc., 290 West Mt. Pleasant Ave., Suite 3200, Livingston, NJ 07039
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- (a) Donald Dysart and Nancy Dysart v. ArvinMeritor, Inc., et al., CV-18-130; Roger Soverns and Veronica Soverns v. ArvinMeritor, Inc., et al., 19CV38303; and Gilbert “John” Puffinberger and Francis Puffinberger v. 3M Company, et al., 03-C-9600
 - (b) Cumberland County, ME; Multnomah County, OR; and Kanawha, WV (respectively)
 - (c) Maune Raichle Hartley French & Mudd, LLC, 1015 Locust Street, Suite 1200, St. Louis, MO 63101
 - (d) January 28, 2020
 - (e) Veritext Legal Solutions Mid-Atlantic Region, 1801 Market Street, Suite 1800, Philadelphia, PA 19103
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- (a) William Clark and Stephanie Clark v. Arrow Machinery, Inc., et al., 19-2-26061-1 SEA
 - (b) King County, WA
 - (c) Bergman Draper Oslund Udo, 821 2nd Ave., Suite 2100, Seattle, WA 98104
 - (d) June 30, 2020
 - (e) Rebecca Graziano of Graziano Reporting Services, LLC
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- (a) Gary Finn v. American Honda Motor Co., Inc., et al., N17C-11-107
 - (b) New Castle County, DE
 - (c) Weitz4 & Luzenberg, 700 Broadway, New York, NY 10003
 - (d) August 7, 2020
 - (e) Cheryl Nicholas, HG Litigation Services, 2777 N. Stemmons Freeway, Suite 1025, Dallas, TX 75207
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- (a) Regina Pawlik, Individually and as the Special Administrator to the Estate of Adam Pawlik, Deceased v. 3M Company, et al., 19 L 008784
 - (b) Cook County, IL
 - (c) Vogelzang Law, 401 N. Michigan Ave., Suite 350, Chicago, IL 60611

- (d) August 11, 2020
 - (e) Roselind C. Pisano
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- (a) Laura Walls, Individually and as Executor of the Estate of Robie Walls v. Ford Motor Company, et al., 1:20-cv-00098-LCB-LPA
 - (b) North Carolina US District Court Middle District
 - (c) Dean Omar Branham Shirley LLP, 302 N. Market Street, Suite 300, Dallas, TX 75202 / Wallace & Graham, P.A., 525 North Main Street, Salisbury, NC 28144
 - (d) October 30, 2020
 - (e) Deborah Renee Quarles, 8144 Walnut Hill Lane, Suite 350, Dallas, TX 75231
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- (a) David Settlemeyer and Jan Settlemeyer v. Borg-Warner Morse Tec, LLC, successor-by-merger to Borg-Warner Corporation, et al., 1:19-cv-00344-MR-WCM
 - (b) North Carolina US District Court Western District
 - (c) Wallace & Graham P.A., 525 North Main Street, Salisbury, NC 28144 / Simmons Hanly Conroy, One Court Street, Alton, IL 62002
 - (d) November 4, 2020
 - (e) Kevin J. Weichman, Paszkiewicz Records Retrieval, 26 Ginger Creek Parkway, Glen Carbon, IL 62034
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- (a) Wayne K. Maust and Lisa L. Maust v. ArvinMeritor Inc., et al., 20-2-05906-0
 - (b) Pierce County, WA
 - (c) Maune Raichle Hartley French & Mudd, LLC, 1015 Locust St., Suite 1200, St. Louis, MO 63101
 - (d) February 10, 2021; February 24, 2021; March 2, 2021
 - (e) Pohlman Court Reporting
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- (a) Carole Colvin, et al., v. Autozone Inc., et al., 24X12000713
 - (b) Baltimore County, MD
 - (c) Napoli Shkolnik, 919 N Market Street, Suite 1801 Wilmington, DE 19801
 - (d) March 30, 2021
 - (e) Magna Legal Services, 1635 Market St. Philadelphia, PA 19103
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- (a) Gaynor Austin, Individually and as Personal Representative of the Estate of Allen Austin, Deceased v. BNSF Railway Company, et al., 18-2-15054-0 SEA
 - (b) King County, WA
 - (c) Waters & Kraus, Iola Galerston LLP, 3838 Oak Lawn Ave, Suite 840 Dallas, TX 75219
 - (d) June 22, 2021 & June 23, 2021
 - (e) Advances One Legal, 2777 N Stemmons Freeway, Suite 1025 Dallas, TX 75207

- (a) Case Name: Randall Bose and Etta Bose, his wife, v. 84 Lumber Company, et al., 19-L-1759 - Rodney Curbo
 - (b) Madison County, IL
 - (c) SWMW Law, LLC, 701 Market St Unit 1000, St. Louis, MO 63101
 - (d) September 9, 2021
 - (e) Paszkiewicz Litigation Services, 26 Ginger Creek Parkway, Glen Carbon, Illinois 62034.
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- (a) Rita-Ann Chapman & Gary Chapman v. Avon Products, Inc. et al.
 - (b) Los Angeles County, CA, Case No. 22STCV05968.
 - (c) August 5, 2022.
 - (d) Dean Omar Branham Shirley LLP, 302 N. Market Street, Suite 300, Dallas, TX 75202.
 - (e) Adam D. Miller, Asbestos Reporters/a GPS partner.

INTERROGATORY NO. 9:

When and how did Defendant first learn that inhalation of asbestos fibers can lead to the development of each of the following asbestos-related diseases:

- a. asbestosis,
- b. pleural plaques,
- c. lung cancer,
- d. kidney cancer,
- e. laryngeal cancer,
- f. esophageal cancer,
- g. stomach cancer,
- h. colon cancer, and
- i. mesothelioma?

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects on the basis that, as a corporation, it is extremely difficult to pinpoint a date when a corporate entity "first learned" about something. PACCAR further

objects that this Interrogatory represents an improper attempt to shift the burden of proof. PACCAR also objects to this Interrogatory as argumentative because it inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Interrogatory.

Subject to and without waiving the foregoing objections, PACCAR does not currently know when it first received information about the potential dangers from breathing some forms of asbestos fibers. PACCAR generally received information on regulations promulgated by federal OSHA on topics of workplace safety. Responding further, in 1976, certain PACCAR employees attended a seminar on workplace health and safety. This seminar consisted of over a dozen presentations, including one regarding industrial hygiene. That industrial hygiene presentation included a limited discussion on the development of OSHA regulations pertaining to permissible exposure limits. To demonstrate how some of those standards were developed, the presenter discussed certain epidemiological studies on asbestos-related disease among insulation workers. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. 10:

Please list all trade organizations, trade associations, and any other groups to which Defendant belonged in which information relating to the hazards of asbestos or nuisance dust in general was discussed, disseminated, or in any way published before 2013. This list should include (but is not limited to) any membership in the American Hygiene Foundation, Industrial Hygiene Foundation, Chemical Manufacturer's Association (or its predecessor, the MCA), American Chemical Council, American Petroleum Institute, Texas Chemical Council, National Safety Council, American National Standards Institute (ANSI), Asbestos Information Association, Industrial Medical Association, American Society of Mechanical Engineers; American Society for Testing and Materials, Chlorine Institute, American Industrial Hygiene Association, National Insulation Manufacturers Association, Asbestos Textile Institute, Society of Automotive Engineers, Society of Petroleum Engineers, ACGIH, American Occupational Medicine Association, American Public Health Association, Friction Materials Standards Institute, Brake Lining Manufacturer's Association, American Medical Association, NIOSH and any state safety organizations. As to each listed group, please state:

- a. the time period when Defendant was a member;
- b. the identity of Defendant's employees, former employees, or representatives who attended any of the meetings held by each listed group, as well as the dates and locations of the meetings they attended;
- c. the identity of Defendant's employees, former employees, or representatives who served on any committees or subcommittees of any listed group (e.g., a medical advisory committee or legal committee); and
- d. the name of the committee or subcommittee on which such person served and the position occupied on the committee, if applicable.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Interrogatory seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

Subject to and without waiving the foregoing objections, to the best of PACCAR's knowledge, PACCAR has been a member of the Truck Manufacturers' Association ("TMA") and the Engine Manufacturers' Association ("EMA"). Memberships to both the TMA and EMA would have commenced sometime in the early-to-middle 1990s. Responding further, PACCAR does not maintain information regarding trade associations and other professional organizations to which its employees may have had individual memberships over the years. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. 11:

Please identify each of Defendant's employees, former employees, or representatives who attended any proceeding, symposium, or conference of a scientific, medical, or technical nature, before 1990, during which information relating to the hazards of asbestos or nuisance dust in general was discussed, disseminated, or in any way published (e.g., the effects of human or nonhuman exposure to asbestos, populations at risk, etc.). A response to this Interrogatory should include any attendance at meetings of any organization listed in Defendant's response to Interrogatory No. 10. For each person identified in the response to this Interrogatory, please also list the proceeding, symposium, or conference the person attended; provide the date and location of the proceeding, symposium, or conference; provide the identity of the person within Defendant's organization who received or was designated to receive the attending person's report of the information gathered at such proceeding, symposium, or conference; and describe the manner in which such reports were made.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Interrogatory seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Interrogatory is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections to Interrogatory Nos. 9 and 10, incorporated herein. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Answer to this Interrogatory if new or additional information is obtained.

INTERROGATORY NO. 12:

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.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither

relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue.

Subject to and without waiving the foregoing objections, PACCAR states that it did not have a “Medical Department” and as a general matter did not ascribe such nomenclature to its operations. Further answering, and in the spirit of cooperation, the precise history of any such program or department is not entirely known and not within the knowledge of any one person or document, or otherwise readily retrievable — however, based on a review of available documents, David J. Bissonnette was the Manager of Industrial Hygiene and Safety from 1975-2000. As for medical directors, PACCAR is informed and believes that it employed Dr. J.F. Johanson as a medical director in the 1970s, Dr. J.M. Hughes as a medical director in 1984, and Dr. Francis VonFeldt as a medical director from 1985 to 2000. Discovery is ongoing and PACCAR reserves the right to supplement or amend its Answer should new or additional information be obtained. Finally, PACCAR directs Plaintiffs to its Objections to Interrogatory No. 4, incorporated herein.

INTERROGATORY NO. 13:

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.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson’s testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Interrogatory is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR’s Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

Subject to and without waiving the foregoing objections, not to the best of PACCAR’s current knowledge. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Request if new or additional information is obtained.

INTERROGATORY NO. 14:

Please provide Defendant's complete corporate history, including its ownership, sale, acquisition, or divestiture, and any mergers, acquisitions, consolidations, or other similar events involving Defendant at any time during its history.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. Furthermore, PACCAR objects to the extent that this Request seeks information that is within the public domain or otherwise equally available to Plaintiffs or their counsel.

Subject to and without waiving the foregoing objections, PACCAR's predecessor, Pacific Car & Foundry was first incorporated in 1905 as the Seattle Car Manufacturing Company (a manufacturer of railroad cars for the logging industry). In 1911, Seattle Car changed its name to Seattle Car & Foundry which, in turn, was renamed Pacific Car & Foundry in 1917. Pacific Car & Foundry acquired Kenworth in 1945 and Peterbilt in 1958. PACCAR was originally incorporated in 1971 as a subsidiary of Pacific Car & Foundry Co. In January of 1972, Pacific Car & Foundry Co. was merged into PACCAR.

INTERROGATORY NO. 15:

Where are Defendant's principal places of business (city, state and county)? Please identify Defendant's place of business where its highest-level decision makers work. Please identify Defendant's three most significant business locations within the United States.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time. PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects

to the extent that this interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to the undefined terms "highest-level decision makers" and "significant places of business" as vague, ambiguous, and overbroad.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Interrogatory No. 2, incorporated herein.

INTERROGATORY NO. 16:

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 Litigation discovery, and provide a year-by-year list of all positions or job titles held by each person.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as unduly burdensome and overbroad in scope and time. PACCAR further objects to the extent this Interrogatory seeks information protected by third party privacy or any other applicable privilege. PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Interrogatory seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to this Interrogatory to the extent it seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

INTERROGATORY NO. 17:

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

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR also objects to this Interrogatory as vague and ambiguous in its use of the undefined term "airborne dust." PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further

objects on the basis that, as a corporation, it is extremely difficult to pinpoint a date when a corporate entity “was first made aware” about something.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objection and Answer to Interrogatory No. 9, incorporated herein.

INTERROGATORY NO. 18:

When and how did Defendant first learn that a household member’s inhalation of asbestos fibers from work outside of the home with asbestos can lead to the development of each of the following asbestos- related diseases:

- a. asbestosis,
- b. pleural plaques,
- c. lung cancer,
- d. kidney cancer,
- e. laryngeal cancer,
- f. esophageal cancer,
- g. stomach cancer,
- h. colon cancer, and
- i. mesothelioma?

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Interrogatory as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson’s testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Interrogatory seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Interrogatory appears to be directed towards manufacturers of asbestos-containing products. PACCAR’s Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects on the basis that, as a corporation, it is extremely difficult to pinpoint a date when a corporate entity “first learned” about something. PACCAR further objects that this Interrogatory represents an improper attempt to shift the burden of proof. PACCAR also objects to this Interrogatory as argumentative because it inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Interrogatory.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objection and Answer to Interrogatory No. 9, incorporated herein.

OBJECTIONS AND RESPONSES TO PLAINTIFFS' REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

Please produce all documents and tangible things that indicate the time and/or manner in which Defendant learned inhalation of asbestos fibers by humans can lead to the development of the following asbestos-related diseases:

- a. asbestosis,
- b. pleural plaques,
- c. lung cancer,
- d. kidney cancer,
- e. laryngeal cancer,
- f. esophageal cancer,
- g. stomach cancer,
- h. colon cancer, and
- i. mesothelioma.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects that this Request represents an improper attempt to shift the burden of proof. PACCAR also objects to this Request as it is argumentative and inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Request. PACCAR further objects on the basis that,

as a corporation, it is extremely difficult to pinpoint a date when a corporate entity first learned about something. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000001-PACCAR000102]. Additionally, PACCAR directs Plaintiffs to its Objection and Answer to Interrogatory No. 9, incorporated herein.

REQUEST FOR PRODUCTION NO. 2:

Please produce all documents and tangible things containing any information Defendant received before 1990, relating to the hazards of asbestos or nuisance dust in general that was discussed, disseminated, or in any way published by any organization, association, or group listed in Defendant's response to the Interrogatory immediately above, or by any other trade organization or group.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects that this Request represents an improper attempt to shift the burden of proof. PACCAR also objects to this Request as it is argumentative and inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Request. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. Finally, PACCAR objects that there is no "Interrogatory immediately above" this Request, and PACCAR cannot speculate as to which Interrogatory Plaintiffs are referring.

REQUEST FOR PRODUCTION NO. 3:

Please produce all documents and tangible things related to any meeting, attended by any of Defendant's employees, former employees, or representatives, that indicate any discussion, consideration, or information regarding asbestos or nuisance dust in general. This Request for Production specifically seeks, but is not limited to: meeting agendas, minutes, notes or memoranda from any proceeding, symposium or conference listed in Defendant's Response to the preceding Interrogatory, as well as from safety committees, purchasing committees or other groups within Defendant's organization generated before 1990.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. Finally, PACCAR objects that there is no Interrogatory "preceding" this Request, and PACCAR cannot speculate as to which Interrogatory Plaintiffs are referring.

REQUEST FOR PRODUCTION NO. 4:

Please produce all documents and tangible things relating to Defendant's establishment of the medical, safety, and industrial hygiene departments noted in Defendant's response to the Interrogatory immediately above. This Request for Production specifically seeks, but is not limited to, any policies, procedures or guidelines given to each such department by Defendant's management, and any programs, testing, or other actions taken by each such department regarding the hazards of asbestos or nuisance dust in general.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR

concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects that this Request represents an improper attempt to shift the burden of proof. PACCAR also objects to this Request as it is argumentative and inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Request. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. Finally, PACCAR objects that there is no "Interrogatory immediately above" this Request, and PACCAR cannot speculate as to which Interrogatory Plaintiffs are referring.

Subject to and without waiving the foregoing objections, to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000001-PACCAR000102].

REQUEST FOR PRODUCTION NO. 5:

Please produce all documents and tangible things relating to health or safety inspections of Defendant, by local, state or federal regulatory agencies. This Request for Production specifically seeks, but is not limited to: all documents and tangible things relating to any violations, citations, or warnings, and includes inspections for asbestos and other dust hazards.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor

reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding “other dust hazards.” To the best of PACCAR’s knowledge, Plaintiffs are alleging exposure in relation to asbestos – not “other dust hazards.” PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR’s Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects that this Request represents an improper attempt to shift the burden of proof. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR states that it has not located any information or documents related to any asbestos-related citation of its unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company with regards to the heavy-duty truck assembly and its component parts.

REQUEST FOR PRODUCTION NO. 6:

Please produce all the closing binders and/or final transaction documents related to all transactions in which Defendant acquired any business entity which manufactured, mined, distributed, supplied, or sold asbestos-containing products.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson’s testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR’s unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR’s Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Interrogatory No. 14, incorporated herein.

REQUEST FOR PRODUCTION NO. 7:

Please produce all the closing binders and/or final transaction documents related to all transactions in which Defendant was acquired by another entity.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Interrogatory No. 14, incorporated herein.

REQUEST FOR PRODUCTION NO. 8:

Please produce all the closing binders and/or final transaction documents related to all transactions in which Defendant agreed to assume tort liabilities of any third party which manufactured, mined, distributed, supplied, or sold asbestos-containing products.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.*

PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Interrogatory No. 14, incorporated herein.

REQUEST FOR PRODUCTION NO. 9:

Please produce all the closing binders and/or final transaction documents related to all transactions in which Defendant agreed to indemnify, defend or hold harmless the tort liabilities of any third party which manufactured, mined, distributed, supplied or sold asbestos-containing products.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Interrogatory No. 14, incorporated herein.

REQUEST FOR PRODUCTION NO. 10:

Please produce all the closing binders and/or final transaction documents related to all transactions in which Defendant changed its name.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Interrogatory No. 14, incorporated herein.

REQUEST FOR PRODUCTION NO. 11:

Please produce all documents and tangible things, received or obtained by Defendant before 1970, that indicate that inhaled asbestos fibers can be hazardous to human or non-human health. This Request for Production specifically seeks, but is not limited to: all responsive books, articles, reports, pamphlets and manufacturer's instructions.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25,

201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR further objects that this Request represents an improper attempt to shift the burden of proof. PACCAR also objects to this Request as argumentative because it inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies, which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Request.

Subject to and without waiving the foregoing objections, PACCAR is aware of no responsive documents.

REQUEST FOR PRODUCTION NO. 12:

Please produce all documents and tangible things relating to the inventories of all Defendant's libraries, research repositories, or other archives that contain magazines, journals, books, publications or other documents related to asbestos, pneumoconiosis, or any other dust-related disease (including, but not limited to, the effects of exposure to asbestos, industrial hygiene measures relating to asbestos dust, and medical information or research relating to asbestos or its effects on animals or humans, populations at risk, etc.). This Request for Production specifically seeks, but is not limited to: all card catalogs, indices, holding lists, databases, other record management systems, and subscription lists for periodicals such as: Journal of the American Medical Association, Industrial Medicine, Journal of Industrial Hygiene and Toxicology, National Safety News, Industrial Hygiene Foundation Digest, and Public Health Reports of the United States.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor

reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. Furthermore, this Request seeks information regarding “other dust-related disease.” To the best of PACCAR’s knowledge, Plaintiffs are alleging exposure in relation to asbestos – not “other dust-related disease.” PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR’s Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

Subject to and without waiving the foregoing objections, PACCAR did not maintain a library whose purpose was to contain books, articles, periodicals, journals and/or reference materials regarding asbestos. PACCAR has maintained a general reference library since 1974. PACCAR also maintained a Technical Center library from 1986 until February 2018. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Request if new or additional information is obtained.

REQUEST FOR PRODUCTION NO. 13:

Please produce all documents and tangible things containing information concerning the hazards of asbestos or nuisance dust in general that Defendant received at any time.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson’s testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding “nuisance dust.” To the best of PACCAR’s knowledge, Plaintiffs are alleging exposure in relation to asbestos – not “nuisance dust.” PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR’s Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections and to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000001-PACCAR000102].

REQUEST FOR PRODUCTION NO. 14:

Please produce all documents and tangible things containing information concerning the hazards of asbestos or nuisance dust in general that Defendant published, distributed, or disseminated at any time.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR further objects that this Request is confusing as drafted given that it does not refer to any particular product. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Request is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR states that upon information and belief, Kenworth and Peterbilt provided service literature authored by their component suppliers to dealers and customers. Specifically, Kenworth and Peterbilt provided their dealers with master shop manuals that were comprised of a series of three-ring binders, which included component supplier service manuals. Kenworth and Peterbilt also made these master shop manuals available to end-users for purchase. Additionally, Kenworth and Peterbilt provided individual component supplier manuals inside the glove compartments or sleeper

compartments of their trucks. These manuals would correspond to the particular components specified by the end-user for a given truck. Upon information and belief, some of these component service manuals would have contained asbestos warnings starting in the 1970s. For example, PACCAR has located a 1978 Rockwell brake maintenance manual containing such a warning. Further, to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000674-PACCAR000959].

REQUEST FOR PRODUCTION NO. 15:

Please produce all documents and tangible things, created by any of Defendant's employees, former employees, or representatives at any time, that refer to any documents or tangible things responsive to the Request for Production immediately above.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR further objects that this Request is confusing as drafted given that it does not refer to any particular product. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Request is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections, PACCAR directs Plaintiffs to its Objections and Answer to Request for Production No. 14, incorporated herein.

REQUEST FOR PRODUCTION NO. 16:

Please produce all documents and tangible things generated by Defendant before 1970 that discuss or refer to the Fleischer-Drinker Report.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR has not located documents responsive to this Request. Discovery is ongoing and PACCAR reserves the right to supplement or amend its Response should new or additional information be obtained.

REQUEST FOR PRODUCTION NO. 17:

Please produce all documents and tangible things generated by Defendant before 1970 that discuss or refer to the Dreessen Report.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR has not located documents responsive to this Request. Discovery is ongoing and PACCAR reserves the right to supplement or amend its Response should new or additional information be obtained.

REQUEST FOR PRODUCTION NO. 18:

Please produce all documents and tangible things relating to Defendant's document and record retention (and/or destruction) policies or procedures, including, but not limited to:

- a. any supplements, addenda, memoranda, operating bulletins, revisions, or any other superseding instructions that refer to the stoppage, suspension or resumption of responsive policies or procedures; and
- b. policies or procedures regarding documents or records created, maintained, or stored by electronic, digital, optical and/or magnetic means (such as microfilm, microfiche, imaging, scanning, or storage on tapes, disks, CD or DVD-based media, databases, or on any computer hardware, backup system, download system, file dumping or other system of information management, whether on- site or off-site).

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR further objects to this Request as overbroad in time and scope and to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000960-PACCAR001005]

REQUEST FOR PRODUCTION NO. 19:

Please produce all demonstrative aids that Defendant plans to use at trial in this matter.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as premature.

Subject to and without waiving the foregoing objections, PACCAR states it will designate and produce its exhibits/demonstrative aids in accordance with the Pennsylvania Rules of Civil Procedure and/or the governing case management order.

REQUEST FOR PRODUCTION NO. 20:

Please produce all documents and tangible things relating to communications between Defendant and any of its worker's compensation insurance carriers or any other insurance companies, made at any time, regarding asbestos-containing products, the hazards of asbestos or nuisance dust in general and any asbestos-related studies, analyses or testing conducted by any insurance carriers.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. Furthermore, this Request seeks information regarding "nuisance dust." To the best of PACCAR's knowledge, Plaintiffs are alleging exposure in relation to asbestos – not "nuisance dust." PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects to the extent that this Request implies that PACCAR had a duty to conduct or contribute to the conducting of any sampling, analyses, studies or testing of any product, which allegedly contained asbestos and was manufactured by another company.

REQUEST FOR PRODUCTION NO. 21:

Please produce all documents and tangible things that indicate Defendant's net worth and/or financial position, including, but not limited to, all "10-K" forms, "10-Q" forms, and annual reports for the last ten (10) years. If Defendant is not a publicly traded entity, please produce Defendant's audited balance sheets, cash flow worksheets, and federal and state tax returns for the last ten (10) years.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects

that the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record.

REQUEST FOR PRODUCTION NO. 22:

Please produce copies of all affidavits, depositions, and trial transcripts of Defendant's employees, former employees, or representatives taken in any matter involving an alleged injury or claimed property damage, incurred at any time, due to asbestos. This Request for Production includes all affidavits, depositions, and trial transcripts of all persons listed by Defendant as having knowledge of relevant facts.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects to the extent this Request seeks private information of individuals that are not parties to this litigation. PACCAR also objects to this Request as argumentative because it inappropriately assumes that exposures to all asbestos-containing products are equal and/or hazardous despite the abundance of epidemiological studies which demonstrate that mechanics are not at an increased risk of developing an asbestos-related disease. Accordingly, without more specificity regarding the type of product, type of asbestos fiber, amount of exposure, duration of exposure, and latency period, PACCAR cannot fully answer this Request. PACCAR also objects that the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record.

REQUEST FOR PRODUCTION NO. 23:

Please produce copies of all affidavits, depositions, and trial transcripts, in the possession of Defendant, of all experts Defendant intends to call at trial.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as premature. PACCAR further objects to the extent the requested information is either already in Plaintiffs' counsel's possession and/or equally

available to Plaintiffs as public record. PACCAR also objects to this Request as it is overbroad, unduly burdensome, and not limited in time or scope. Further, PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

Subject to and without waiving the foregoing objections, PACCAR states it will designate its experts and provide corresponding required documents as they pertain to this pending matter in accordance with the Pennsylvania Rules of Civil Procedure and/or the governing case management order.

REQUEST FOR PRODUCTION NO. 24:

Please produce all documents and tangible things related to inventory, stock-on-hand, warehousing, or other storage of asbestos or asbestos-containing products at any location owned, operated, or controlled by Defendant between 1970 and the present day.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. Finally, PACCAR notes that, to the best of its knowledge, Plaintiffs have not alleged that they were employed by PACCAR, worked at a PACCAR facility, or were otherwise involved in the assembly of its trucks. To the extent this Request seeks information about PACCAR facilities and employment practices that are not at issue, it has no legitimate purpose other than to harass PACCAR and confuse the issues. Responding further, PACCAR possesses the following documents that may be responsive to Plaintiffs' Request:

1. Build Sheets for trucks assembled prior to 1988 are on microfiche and microfilm. For those microfiche and microfilm in PACCAR's possession, PACCAR stores the aforementioned microfiche related to Kenworth trucks in Washington and microfiche related to Peterbilt trucks in Texas. PACCAR also possesses Peterbilt Build Sheets on microfilm for trucks assembled prior to 1972. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be

identified. PACCAR can make these microfiche and microfilm available for physical review and/or copying at a mutually convenient time at Plaintiffs' expense;

2. Build Sheets previously kept on microfiche and converted to electronic format for Kenworth and Peterbilt trucks assembled prior to 1988 are stored as TIFF (tagged image file format) files. For Kenworth vehicles, these digitized Build Sheets are for trucks assembled from the late 1960's to 1987. For Peterbilt vehicles, these digitized Build Sheets are for trucks assembled from the early 1970's to 1987. PACCAR can make all TIFF files available to Plaintiffs, at Plaintiffs' expense, upon reasonable notice. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified; and
3. Build Sheets for trucks assembled from 1988 to the present are available electronically in vertical bar delimited text files. PACCAR can make these vertical bar delimited text files available to Plaintiffs, at Plaintiffs' expense, upon reasonable notice.

Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Request if new or additional information is obtained.

REQUEST FOR PRODUCTION NO. 25:

Please produce all documents and tangible things that indicate Defendant's participation in, or funding of, any research regarding the health effects of asbestos exposure.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR is aware of air-sampling testing conducted between 1976 and 1987 by David Bissonette, CIH. PACCAR's knowledge concerning the details of these tests are limited, however, PACCAR is aware that Mr. Bissonette had a three-step process that he enumerated in a 1976 presentation: (1) identify a POSSIBLE hazard; (2) evaluate the POSSIBLE hazard; (3) if the evaluation shows that there is

a hazard, put controls in place. Mr. Bissonette's testing revealed there were no hazards to mechanics performing automotive work. Responding further and to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000001-PACCAR000102]

REQUEST FOR PRODUCTION NO. 26:

Please produce all documents and tangible things indicating any industrial hygiene advice, related to the hazards of asbestos that Defendant received from any insurance carrier at any time.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects to the extent that this Request implies that PACCAR had a duty to conduct or contribute to the conducting of any sampling, analyses, studies or testing of any product, which allegedly contained asbestos and was manufactured by another company.

REQUEST FOR PRODUCTION NO. 27:

Please produce the personnel records of all witnesses listed in the disclosures that Defendant will make in this case.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as premature. PACCAR further objects to the extent the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record. PACCAR also objects to this Request as it is overbroad, unduly burdensome, and not limited in time or scope. Further, PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

Subject to and without waiving the foregoing objections, PACCAR states it will designate its witnesses in accordance with the applicable rules and/or case management order.

REQUEST FOR PRODUCTION NO. 28:

Please produce all reports, writings (whether published or unpublished) and other documents and tangible things that were written, created and/or edited by any expert Defendant plans to call at trial, and that pertain, in any way, to the hazards of asbestos.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as premature. PACCAR further objects to the extent the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record. PACCAR also objects to this Request as it is overbroad, unduly burdensome, and not limited in time or scope. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. Further, PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

Subject to and without waiving the foregoing objections, PACCAR states it will designate its experts and provide corresponding required documents as they pertain to this pending matter in accordance with the Pennsylvania Rules of Civil Procedure and/or the governing case management order.

REQUEST FOR PRODUCTION NO. 29:

Please produce all documents and tangible things Defendant's counsel provided to any of Defendant's expert or fact witnesses as a result of the filing of this case.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as premature and to the extent it seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR further objects to the extent the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record. Further, PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

Subject to and without waiving the foregoing objections, PACCAR states it will designate its experts and fact witnesses and provide corresponding required documents in accordance with the Pennsylvania Rules of Civil Procedure and/or the governing case management order.

REQUEST FOR PRODUCTION NO. 30:

Please produce all responses to written discovery made by Defendant in all previous or pending asbestos-related lawsuits other than this lawsuit.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record. Further, PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 31:

If Defendant contends it has not been sued in the proper capacity as set forth in Plaintiffs' latest petition, please produce all documents and tangible things that support this contention.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR states its name is PACCAR Inc (no punctuation) and that it was incorrectly named as "PACCAR Inc." PACCAR directs Plaintiffs to its Objections and Answers to Interrogatory No. 2, incorporated herein. Discovery is ongoing and PACCAR reserves the right to supplement or amend its Response.

REQUEST FOR PRODUCTION NO. 32:

Please produce all agreements between Defendant and any manufacturer of asbestos-containing products in which Defendant agreed to act on the manufacturer's behalf in representing, selling, or distributing the manufacturer's products.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never

worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request is unduly burdensome and appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks.

REQUEST FOR PRODUCTION NO. 33:

Any and all documents and tangible items evidencing sales, distribution, or supply of asbestos- containing product(s) to any locations identified in Plaintiff's deposition.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Request is unduly burdensome and oppressive and obtainable through less expensive and burdensome means. PACCAR further objects as PACCAR's Kenworth Truck Company and Peterbilt Motors Company divisions sold their trucks to independently-owned authorized dealerships, not end-users. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, PACCAR researched the available information in its order processing, warranty registration, and warranty claims systems for customer names that include the terms 'Beacon', 'D&D', 'D & D', 'Dotter', 'Mrs', 'Reading', and 'Crane' and did not find documents or information responsive to this Request.

Responding further, PACCAR possesses the following documents that may be responsive to Plaintiffs' Request:

Build Sheets for trucks assembled prior to 1988 are on microfiche and microfilm. For those microfiche and microfilm in PACCAR's possession, PACCAR stores the aforementioned microfiche related to Kenworth trucks in Washington and microfiche related to Peterbilt trucks in Texas. PACCAR also possesses Peterbilt Build Sheets on microfilm for trucks assembled prior to 1972. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified. PACCAR can make these microfiche and microfilm available for physical review and/or copying at a mutually convenient time at Plaintiffs' expense;

Build Sheets previously kept on microfiche and converted to electronic format for Kenworth and Peterbilt trucks assembled prior to 1988 are stored as TIFF (tagged image file format) files. For Kenworth vehicles, these digitized Build Sheets are for trucks assembled from the late 1960's to 1987. For Peterbilt vehicles, these digitized Build Sheets are for trucks assembled from the early 1970's to 1987. PACCAR can make all TIFF files available to Plaintiffs, at Plaintiffs' expense, upon reasonable notice. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified; and

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

Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Request if new or additional information is obtained.

REQUEST FOR PRODUCTION NO. 34:

Any and all depositions, trial transcripts, and sworn statements in any case alleging exposure to asbestos and/or asbestos-containing products, by any current and/or former director, officer, employee, and agents of defendant, any predecessor and/or related entity.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24

times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. In addition, PACCAR notes that, to the best of its knowledge, Plaintiffs have not alleged that they were employed by PACCAR, worked at a PACCAR facility, or were otherwise involved in the assembly of its trucks. To the extent this Request seeks information about PACCAR facilities and employment practices that are not at issue, it is irrelevant, and it has no legitimate purpose other than to harass PACCAR and confuse the issues. PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 35:

Any and all corporate reports including, but not limited to, annual reports for each and every year relating to defendant or any predecessor entity.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors

Company. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects that the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record.

REQUEST FOR PRODUCTION NO. 36:

Any and all annual reports for each and every year relating to defendant or any predecessor entity.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR also objects on the basis that it has owned several businesses over the course of its long history which are not involved in the instant litigation and whose products are not at issue in this litigation. Accordingly, PACCAR objects to the extent that this Request seeks any information regarding entities other than PACCAR's unincorporated truck divisions, Kenworth Truck Company and Peterbilt Motors Company. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects that the requested information is either already in Plaintiffs' counsel's possession and/or equally available to Plaintiffs as public record. Finally, PACCAR objects that this Request is duplicative of Request No. 35, above.

REQUEST FOR PRODUCTION NO. 37:

Any and all advertising documents, promotional materials, product books, catalogues photographs of products, and corporate organizational charts.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.*

PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Request is unduly burdensome and oppressive and obtainable through less expensive and burdensome means.

Subject to and without waiving the foregoing objections and to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000674-PACCAR000959]. Responding further, PACCAR possesses the following documents that may be responsive to Plaintiffs' Request:

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

Answering further, PACCAR can make these additional documents available upon request at a mutually agreeable time and place. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Request if new or additional information is obtained.

REQUEST FOR PRODUCTION NO. 38:

Any and all writings or documents, including but not limited to, invoices, contracts, purchase orders, inventory records, engineering standards, sales books, which concern the sale, delivery or transfer of any asbestos containing products.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR further objects on the basis that its Kenworth and Peterbilt divisions have assembled hundreds of thousands of trucks during their histories, that those trucks were custom-built at the direction, request, and/or specification of the purchaser, that certain information regarding those trucks is maintained by Vehicle Identification Number, that Plaintiffs have not identified the Vehicle Identification Number of any Kenworth or Peterbilt truck, and therefore the location and identification of information responsive to this Request is unduly burdensome and oppressive and obtainable through less expensive and burdensome means. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Responding further, PACCAR possesses the following documents that may be responsive to Plaintiffs' Request:

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

Sheets are for trucks assembled from the early 1970's to 1987. PACCAR can make all TIFF files available to Plaintiffs, at Plaintiffs' expense, upon reasonable notice. These files are indexed by chassis number, so with that information, documents specific to a particular truck can be identified; and

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

Answering further, PACCAR can make these additional documents available upon request at a mutually agreeable time and place. Discovery is ongoing, and PACCAR reserves the right to supplement or amend its Response to this Request if new or additional information is obtained.

REQUEST FOR PRODUCTION NO. 39:

Please produce all documents and tangible things relating to the cessation of asbestos-containing product use in any of Defendant's plants.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to the extent this Request seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection. PACCAR also objects to this Request to the extent that there is no allegation of work for PACCAR or at any PACCAR facility and, therefore, any information regarding PACCAR facilities is irrelevant and has no legitimate purpose other than to harass PACCAR and confuse the issues. PACCAR objects to the extent that this Request exceeds the scope of the Pennsylvania Rules of Civil Procedure.

REQUEST FOR PRODUCTION NO. 40:

Please produce all documents and tangible things relating to Defendant's consideration of alternatives to the use of asbestos-containing products before 1990.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to this Request to the extent it seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

Subject to and without waiving the foregoing objections, and to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000103-PACCAR000673].

REQUEST FOR PRODUCTION NO. 41:

Please produce all health surveys and epidemiological studies regarding asbestos exposure conducted between 1990 and Present at Defendant's request, or involving any of Defendant's employees.

ANSWER: PACCAR incorporates its Preliminary Statement and General Objections. PACCAR also objects to this Request as overbroad in scope and time as the only fact witness testimony concerning alleged exposure to any truck allegedly assembled and sold by PACCAR concerns Mr. Dickinson's testimony that he performed brake work 6 times, and body work 24 times on Peterbilt trucks, and that he performed brake work 6 times, body work, and engine work 6 times on Kenworth trucks, between the years 1979 and 1990. *See* Discovery Deposition of Charles Dickinson, Vol. I (4/19/2022), 152:8-16, 152:24-153:25, 201:23-206:9; Discovery Deposition of Charles Dickinson, Vol. II (4/8/2021), 419:23-434:11. Mr. Dickinson had never worked on PACCAR trucks prior to owning D&D Collision Services Incorporated in 1979. *Id.* PACCAR further objects that this Request seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence in that it is not limited to the products, circumstances, or time period at issue. PACCAR further objects on the basis that this Request appears to be directed towards manufacturers of asbestos-containing products. PACCAR's Kenworth and Peterbilt divisions did not use raw asbestos or manufacture asbestos-containing products; rather, they assembled and sold heavy duty trucks. PACCAR also objects to this Request to the extent it seeks information and/or documents protected from disclosure by the attorney-client privilege, the work product doctrine, or any other applicable protection.

PACCAR also objects to the extent that this Request implies that PACCAR had a duty to conduct or contribute to the conducting of any sampling, analyses, studies or testing of any product, which allegedly contained asbestos and was manufactured by another company.

Subject to and without waiving the foregoing objections, PACCAR is aware of air-sampling testing conducted between 1976 and 1987 by David Bissonette, CIH. PACCAR's knowledge concerning the details of these tests are limited, however, PACCAR is aware that Mr. Bissonette had a three-step process that he enumerated in a 1976 presentation: (1) identify a POSSIBLE hazard; (2) evaluate the POSSIBLE hazard; (3) if the evaluation shows that there is a hazard, put controls in place. Mr. Bissonette's testing revealed there were no hazards to mechanics performing automotive work. Responding further and to the extent responsive documents exist, PACCAR directs Plaintiffs to the documents produced bates labeled [PACCAR000001-PACCAR000102]

LAVIN, CEDRONE, GRAVER, BOYD & DISIPIO

Date: January 26, 2023

BY: /s/John J. Bateman
John J. Bateman, Esquire
Counsel for Defendant,
PACCAR Inc, and its unincorporated divisions,
Peterbilt Motors Co. and Kenworth Truck
Company
JBateman@Lavin-Law.com

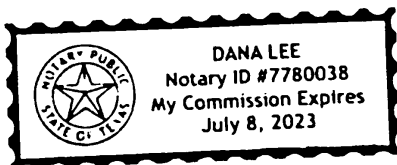
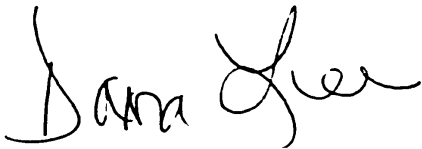
VERIFICATION

Rod Curbo, being first duly sworn, deposes and states as follows:

That he is the Corporate Representative for Peterbilt Motors Company, a division of PACCAR Inc, which is a defendant in the above entitled action; that he has read the foregoing Answers to Plaintiffs' Interrogatories and knows the contents thereof; that said Answers were prepared with the assistance and advice of counsel and the assistance of employees and representatives of PACCAR Inc upon which he relied; that the Answers, subject to inadvertent or undiscovered errors, are based on and therefore necessarily limited by the records and information still in existence, presented or recollected and thus far discovered in the course of the preparation of the Answers; that consequently defendant reserves the right to make any changes in the Answers if it appears at any time that omissions or errors have been made therein or that more accurate information is available; that subject to the limitations set forth herein, said Answers are true to the best of his knowledge, information and belief.



SWORN TO AND SUBSCRIBED
BEFORE ME THIS 12TH DAY OF
JANUARY, 2023.



VERIFICATION

Rod Curbo, being first duly sworn, deposes and states as follows:

That he is the Corporate Representative for Peterbilt Motors Company, a division of PACCAR Inc, which is a defendant in the above entitled action; that he has read the foregoing Answers to Plaintiffs' Requests for Production and knows the contents thereof; that said Answers were prepared with the assistance and advice of counsel and the assistance of employees and representatives of PACCAR Inc upon which he relied; that the Answers, subject to inadvertent or undiscovered errors, are based on and therefore necessarily limited by the records and information still in existence, presented or recollected and thus far discovered in the course of the preparation of the Answers; that consequently defendant reserves the right to make any changes in the Answers if it appears at any time that omissions or errors have been made therein or that more accurate information is available; that subject to the limitations set forth herein, said Answers are true to the best of his knowledge, information and belief.



SWORN TO AND SUBSCRIBED
BEFORE ME THIS 12TH DAY OF
JANUARY, 2023.

