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Attorneys for Defendant
 RILEY STOKER CORPORATION

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

IN RE:	)	NO. 828684
	)	
COMPLEX ASBESTOS LITIGATION	)	SUPPLEMENTAL RESPONSES TO
	)	DEFENDANT RILEY STOKER
	)	CORPORATION'S SECOND AMENDED
	)	RESPONSES TO GENERAL ORDER 129
	)	PLAINTIFFS' STANDARD
	)	<u>INTERROGATORIES TO DEFENDANTS</u>

Riley Stoker Corporation ("Riley Stoker" or the "Company"), pursuant to and under the protection of the California Rules of Civil Procedures, hereby files these supplemental responses to Plaintiffs' Standard Asbestos Case Interrogatories (Hereinafter "Interrogatories") pursuant to San Francisco Superior Court General Order No. 129.

SUPPLEMENTAL RESPONSE NO. 13

A. - U. Riley Stoker was never a member and never paid dues for a representative to be a member of the listed organizations.

V. None.

W. None.

Supplemental Responses to Second Amended
 General Order 129 Responses

1 SUPPLEMENTAL RESPONSE NO. 14

2 Riley Stoker identified no organization in response to
3 Interrogatory No. 13. Therefore, this interrogatory is inap-
4 plicable.

5 SUPPLEMENTAL RESPONSE NO. 25

6 Yes. Two claims.

7 Claim #1:

- 8 A. 1947
9 B. Ernest R. Moreno
10 C. 76-144
11 D. Los Angeles, Industrial Accident Commission, State of
12 California
13 E. James S. Brantl, General Counsel, DB Riley, Inc., P.O.
14 Box 15040, Worchester, MA.

15 Claim #2:

- 16 A. August 1956
17 B. Lewis Munger
18 C. Riley Stoker has no case number. Riley Stoker appears
19 to have received a notice of a hearing in connection
20 with Lewis Munger v. Armstrong Cork Co., Travelers
21 Insurance Co. but has no evidence of any report,
22 pleading or communication concerning asbestos or alleged
23 hazards of asbestos.
24 D. Riley Stoker has no court records indicating the court
25 in which the claim was filed but notice was from
26 Workers' Compensation Department, State of Michigan.
27 E. James S. Brantl, General Counsel, DB Riley, Inc., P.O.
28

1 Box 15040, Worchester, MA.

2 SUPPLEMENTAL RESPONSE NO. 26

3 A. Liberty Mutual Insurance Company, 100 Main Street, P.O.
4 Box 1525, Dover, NH 03820-1525.

5 B. - D.

6	<u>Carrier</u>	<u>Policy Period</u>	<u>Policy Number</u>	<u>Policy Limits for Bodily</u>
7				<u>Injury</u>
8	LMIC	1/1/52-1/1/53	Unknown	\$1,000,000
9	LMIC	1/1/53-1/1/54	Unknown	\$1,000,000
10	LMIC	1/1/54-10/1/54	LB-1-82046-54	\$1,000,000
11	LMIC	10/1/54-10/1/55	LB-1-690870-54	\$1,000,000
12	LMIC	10/1/55-10/1/56	LP-1-690870-55	\$1,000,000
13	LMIC	10/1/56-10/1/57	LP-1-690870-56	\$1,000,000
14	LMIC	10/1/57-10/1/58	LP-6014-903043-37	\$1,000,000
15	LMIC	10/1/58-10/1/59	LP-6014-903043-38	\$1,000,000
16	LMIC	10/1/59-10/1/60	LP-6014-903043-39	\$1,000,000
17	LMIC	10/1/60-10/1/61	LP1-614-004050-030	\$1,000,000
18	LMIC	10/1/61-10/1/62	LP1-614-004050-031	\$1,000,000
19	LMIC	10/1/62-10/1/63	LP1-614-004050-032	\$1,000,000
20	LMIC	10/1/63-10/1/64	LP1-614-004050-033	\$1,000,000
21	LMIC	10/1/64-10/1/65	LP1-614-004050-034	\$1,000,000
22	LMIC	10/1/65-10/1/66	LP1-614-004050-035	\$1,000,000
23	LMIC	10/1/66-10/1/67	LG1-614-004050-036	\$1,000,000
24	LMIC	10/1/67-10/1/68	LG1-614-004050-037	\$960,000
25	LMIC	10/1/68-10/1/69	LG1-614-004050-038	\$1,000,000
26	LMIC	10/1/69-10/1/70	LG1-614-004050-039	\$1,000,000
27	LMIC	10/1/70-10/1/71	LG1-612-004050-030	\$1,000,000

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1	LMIC	10/1/71-10/1/72	LG1-612-004050-031	\$945,000
2	LMIC	10/1/72-10/1/73	LG1-612-004050-032	\$1,000,000
3	LMIC	1/1/73-1/1/74	LG1-612-004050-343	\$1,000,000
4	LMIC	1/1/74-7/1/74	LG1-612-004050-344	\$1,000,000
5	LMIC	7/1/74-7/1/75	LG1-612-004050-414	\$998,400
6	LMIC	7/1/75-7/1/76	LG1-612-004050-415	\$1,000,000
7	LMIC	7/1/76-7/1/77	LG1-612-004050-416	\$1,000,000
8	LMIC	7/1/77-7/1/78	LG1-612-004050-417	\$429,176
9	LMIC	7/1/78-7/1/79	LG1-612-004050-418	\$543,764
10	LMIC	7/1/79-2/1/80	LG1-612-004050-419	\$999,500

(Subject to a \$100,000
per occurrence deduct-
ible)

13 SUPPLEMENTAL RESPONSE NO. 27

14 Yes.

15 A. Sanford Riley Stoker Company

16 B. 1913

17 C. Thermal insulation materials may have been used in
18 conjunction with steam generating equipment.

19 A. Murphy Iron Works

20 B. 1917

21 C. Thermal insulation materials may have been used in
22 conjunction with steam generating equipment.

23 A. Underfeed Stoker Company

24 B. 1922

25 C. Thermal insulation materials may have been used in
26 conjunction with steam generating equipment.

27 A. Ground Coal Engineering Company

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- 1 B. 1922
- 2 C. Thermal insulation materials may have been used in
- 3 conjunction with steam generating equipment.
- 4 A. Bernitz Furnace Appliance Company
- 5 B. 1922 - 1927
- 6 C. Thermal insulation materials may have been used in
- 7 conjunction with steam generating equipment.
- 8 A. United Machine and Manufacturing Company
- 9 B. 1924
- 10 C. Thermal insulation materials may have been used in
- 11 conjunction with steam generating equipment.
- 12 A. A.W. Cash Company renamed Cashco, Inc.
- 13 B. 1924 - 1971
- 14 C. Thermal insulation materials may have been used in
- 15 conjunction with steam generating equipment.
- 16 A. Riley Engineering Supply Company, Ltd.
- 17 B. 1924 - 1937
- 18 C. Thermal insulation materials may have been used in
- 19 conjunction with steam generating equipment.
- 20 A. Badenhause Corporation
- 21 B. 1931
- 22 C. Thermal insulation materials may have been used in
- 23 conjunction with steam generating equipment.
- 24 A. Cash Standard Stacon Company
- 25 B. 1955 - 1958
- 26 C. Thermal insulation materials may have been used in
- 27 conjunction with steam generating equipment.
- 28

- 1 A. Union Iron Works
2 B. 1960
3 C. Thermal insulation materials may have been used in
4 conjunction with steam generating equipment.
5 A. Bros Michigan Division of American Hoist and Derrick
6 Company
7 B. 1969
8 C. Thermal insulation materials may have been used in
9 conjunction with steam generating equipment.
10 A. Abbott Heat Exchanger Corporation, renamed Riley
11 Southwest Corporation
12 B. 1972 - 1980
13 C. Thermal insulation materials may have been used in
14 conjunction with steam generating equipment.

15 RESPONSE NO. 31

- 16 A. Thermal insulation was used on the exterior of boilers
17 and refractory material was used in the interior of
18 boilers. These materials may have contained asbestos.
19 These materials were, at times, supplied by Riley Stoker
20 and were, at times, supplied by Riley Stoker's customer
21 or the customer's hired contractor. When Riley Stoker
22 supplied thermal insulation or refractory material, that
23 material was selected according to each purchase
24 requisition. Therefore, brand names and trade names
25 varied with each contract. Riley supplied block
26 insulation/calsil, 66 plaster, monoblock, pre-molded
27 pipe covering, mineral wool felt insulation, gaskets,
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1 rope and insulation cement. In some boiler designs, the
2 insulating materials were completely enclosed within the
3 boiler walls and roof. In others, insulating material
4 was the outside covering. Some of the brand names of
5 refractory and insulation that Riley Stoker supplied
6 include Davey tile, 48 Insulation, Eagle Picher, Balwin
7 Hill, Johns-Manville.

8 B. Refractory material and thermal insulation material
9 which may have contained asbestos were supplied in
10 products as of 1930.

11 C. 1972

12 D. Riley Stoker has no knowledge of the chemical com-
13 position of the thermal insulation and refractory
14 materials purchased from others and supplied to cus-
15 tomers in conjunction with the sale of its boilers.
16 Furthermore, Riley Stoker has no knowledge if the
17 chemical composition of these materials changed over
18 time. Riley Stoker understood that thermal insulation
19 and refractory manufacturers ceased using asbestos as an
20 ingredient in 1972.

21 E. Riley Stoker has no general knowledge of the physical
22 appearance and nature of any thermal insulation and
23 refractory material it purchased from others and
24 supplied to customers in conjunction with the sale of
25 its boilers. Boilers have numerous applications, each
26 with its own specifications, in industrial, utility and
27 commercial environments. The insulating and refractory
28

1 materials used were determined by each requisition.
2 Riley Stoker must defer any further response to the
3 manufacturers of any such insulation and refractory
4 product.

5 F. Other than using asbestos containing materials in the
6 form of thermal insulation or refractory in conjunction
7 with the boiler manufactured by Riley Stoker, Riley
8 Stoker has no knowledge of any other intended use for
9 the insulation and refractory material. Riley Stoker
10 knows that thermal insulation was used to maintain
11 efficiency and reduce heat loss from the inside of the
12 boiler and the outside environment. It also protected
13 persons present in the vicinity of the boiler from
14 contact burns. Refractory material was used as a
15 transfer medium to transfer heat from its source to the
16 water carried in the metal tubes which run throughout
17 the boiler.

18 G. Riley Stoker has no knowledge whether the thermal
19 insulation and refractory materials it supplied in
20 conjunction with its boilers were on the "Qualified
21 Products List." Riley Stoker defers to the manufacturer
22 or supplier of any such materials to determine its mode
23 of marketing.

24 H. Riley Stoker has no knowledge of the supplier of any raw
25 asbestos used in the manufacture of thermal insulation
26 and refractory material/ used in conjunction with its
27 boilers. Riley Stoker defers to the manufacturer or
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1 supplier of the insulation and refractory material to
2 determine the identity of any such supplier of raw
3 asbestos.

4 I. Riley Stoker's records are not maintained or archived by
5 geographical area. Riley Stoker has compiled a list of
6 all sites currently known to possess a boiler manufac-
7 tured or supplied by Riley Stoker in the geographical
8 area. Riley Stoker's investigation of additional sites
9 is ongoing. Therefore, Riley Stoker reserves the right
10 to amend or supplement this interrogatory as additional
11 information is found. The list of sites to which Riley
12 Stoker supplied boilers is attached hereto as Exhibit A.

13 J. Riley Stoker's records may be retrieved and subsequently
14 produced by any one of three methods: 1) Boiler serial
15 number; 2) Contract number; or, 3) Customer name. Riley
16 Stoker has never maintained, referenced or indexed its
17 records by geographic area other than the list attached
18 hereto as Exhibit A.

19 RESPONSE NO. 38

20 Riley Stoker provided a metallic nameplate with all boilers
21 it sold, supplied, and erected. The nameplate contained the serial
22 number, manufacturer's name and information regarding date of
23 erection and operating pressure. The size of the nameplate varied
24 but was typically rectangular in shape approximately 12 to 18
25 inches long and 8 to 12 inches high.

26 RESPONSE NO. 41

27 A. Brochure, copy, titled "Riley Steam Generators and Fuel
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- 1 Burning Systems", 20 pages.
- 2 B. Unknown.
- 3 C. Unknown.
- 4 D. Marketing of boilers.
- 5 E. Yes.
- 6 F. McNamara, Houston, Dodge, McClure & Ney, 1211 Newell
- 7 Avenue, Walnut Creek, California.
- 8 G. Geoffrey MacMillan, Esq.
- 9 A. Brochure, copy, titled "Riley MH Series Packaged
- 10 Boilers", 14 pages.
- 11 B. Unknown.
- 12 C. Unknown.
- 13 D. Marketing of boilers.
- 14 E. Yes.
- 15 F. McNamara, Houston, Dodge, McClure & Ney, 1211 Newell
- 16 Avenue, Walnut Creek, California.
- 17 G. Geoffrey MacMillan, Esq.
- 18 A. Brochure, copy, no title but with "Riley" name, concerns
- 19 Riley's services and manufacturing activities, 20 pages.
- 20 B. Unknown.
- 21 C. Unknown.
- 22 D. Marketing of boilers.
- 23 E. Yes.
- 24 F. McNamara, Houston, Dodge, McClure & Ney, 1211 Newell
- 25 Avenue, Walnut Creek, California.
- 26 G. Geoffrey MacMillan, Esq./

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1 RESPONSE NO. 45

2 Following a reasonable and good faith effort to obtain the
3 information by inquiry to other natural persons or organizations,
4 except where the information is equally available to the propoun-
5 ding party, Riley Stoker states that it has no knowledge of how it
6 first became aware that there is an association between asbestos
7 exposure and disease in human beings.

8 RESPONSE NO. 46

9 Following a diligent search and a reasonable inquiry in an
10 effort to comply with the document production or document descrip-
11 tion sought in Interrogatories No. 44 and No. 45, Riley Stoker
12 states that it has no documents.

13 DATED: September 25, 1998

14 McNAMARA, HOUSTON, DODGE, McCLURE & NEY

15
16 By _____

17 Geoffrey J. MacMillan, Jr.
18 Attorneys for Defendant
19 RILEY STOKER CORPORATION
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